

Kristina Koor AAW
 gretchen H B PS

2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE

Union Proposal

May 22, 2025

J D

UNION PACKAGE PROPOSAL - B

ARTICLE/LOA	VERSION	DATE OF REFERENCE
ARTICLE 14—NEGOTIATION PROCEDURES	Management Proposal	May 8, 2025
ARTICLE 19—PERSONNEL RECORDS	Management Proposal	February 13, 2025
ARTICLE 20—INVESTIGATIONS, DISCIPLINE AND DISCHARGE		CCL
ARTICLE 106—LABOR MANAGEMENT COMMITTEES	Union Proposal	February 27, 2025
LOA-00.00-19-361—CONTRACT SPECIALISTS	Union Proposal	See attached
NEW LOA—NAME TRUNCATION		Union Withdraw

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1 **ARTICLE 14--NEGOTIATIONS PROCEDURES**

2 **Section 1.** Negotiations shall commence pursuant to [Article 4](#) of this Agreement and the

3 Parties will structure their Agreement per the four (4) Agency groups set forth below:

4 **HUMAN SERVICES:** Oregon Department of Human Services, Oregon Health Authority,

5 **Oregon** Employment Department;

6 **INSTITUTIONS:** Oregon Youth Authority (Youth Correctional Facilities), Oregon Health

7 Authority Institutions: Oregon State Hospital (OSH), Pendleton **Cottage** State-Delivered

8 ~~Secure Residential Treatment Facility (Pendleton Cottage), OYA Administration and Field~~

9 ~~Services;~~

10 **ODOT:** Oregon Department of Transportation (ODOT), **Oregon Department of** Forestry,

11 Oregon Parks and Recreation Department (OPRD), Oregon Department of Aviation

12 (~~ODOA~~), Oregon Department of Fish **and** & Wildlife (ODFW), **Oregon** Department of

13 Geology and Mineral Industries (~~DOGAMI~~), **Oregon** Department of Agriculture, **Oregon**

14 Water Resources ~~Department~~, Oregon Watershed Enhancement Board;

15 **SPECIAL AGENCIES:** **Oregon Department of** Justice, **Oregon Department of**

16 Revenue, Higher Education Coordinating Commission, Workers' Compensation Board,

17 **Oregon** Department of Consumer **and** & Business Services (~~DCBS~~), Bureau of Labor

18 and Industries (~~BOLI~~), **Oregon Department of** Veterans' Affairs, **Oregon State** Board of

19 Nursing, Oregon Medical Board, **Oregon** Board of Dentistry, **Oregon** Board of Pharmacy,

20 **Oregon** Mortuary and Cemetery Board, ~~Oregon~~ Mental Health Regulatory Agency,

21 **Oregon** Board of Medical Imaging, **Oregon State** Board of Massage Therapists, **Oregon**

22 Occupational Therapy Licensing Board, Board of Examiners for Speech-**Language**

23 Pathology & Audiology, **Oregon** Board of Naturopathic Medicine, **Oregon Department**

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of Education (including Oregon School for the Deaf), Oregon State Library, Oregon State Treasury, Commission for the Blind, Oregon Public Employees Retirement System (PERS), ~~Special Schools, State Scholarship~~, Department of Administrative Services, Oregon Housing and & Community Services (OHCS), Oregon State Board of Examiners for Engineering and Land Surveying (OSBEELS), Oregon Department of Early Learning and Care, and Oregon Teachers Standards and Practices Commission.

Section 2. The Union agrees, as a prior condition to the release of employees from work, to notify the Employer in writing of its members designated as representatives for negotiations.

(a) Central Table. The Employer agrees to grant leave with pay for up to ~~twelve~~ ten (~~12~~ 10) employees, except for temporary employees, at a central bargaining table to represent the Union for actual negotiating table time including caucuses, negotiation work sessions, and a reasonable number of membership meetings relating to negotiations. There shall be no more than two (2) designated representatives from each Agency, unless the Employer and Union mutually agree to allow more than two (2) Negotiations at the Central Table will take place during normal business hours.

(b) Coalition Tables. For Coalition negotiations, the Employer agrees to unschedule, or grant paid time, for up to six hundred (600) total paid hours each month for up to one-hundred and fifty (150) calendar days following the commencement of bargaining at the coalition tables for attendance at negotiations and a one (1) hour work session per each scheduled Coalition negotiation date. This includes travel time for attendance at negotiations and work sessions, provided the negotiations and work sessions and/or travel time occur during an employee's regular work

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schedule. Coalition tables will begin no later than February 15 or the closest business day thereto. The inclusion of paid time will not result in the employee receiving greater benefit than the employee would have received had the employee not attended the bargaining session. Should it become necessary for the Employer to replace or unschedule an employee scheduled for swing or graveyard shift so as to permit that employee to participate in collective bargaining negotiations, the Union agrees alternatively as follows:

(1) Six (6) workdays notice shall be given by the Union to the Employer so as to allow the Employer to avoid payment of penalty pay for the schedule change of the replacement employee; or

(2) If the Union does not give notice prescribed in (1) above, the Union shall reimburse the Employer for the penalty pay paid to the replacing employee.

Section 3. The Employer is not responsible for travel, per diem, overtime, or other benefits beyond that which the employee would have received had the employee not attended bargaining sessions.

Section 4. Subject in each case to prior approval by the Agency, the Employer further agrees to grant leave without pay to additional employees determined necessary by the Union to attend negotiating sessions.

Section 5. Ratification. It is understood that all tentative agreements at the table are subject to ratification by both Parties.

REV: 2013, 2015, 2019, 2023

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1 **ARTICLE 19--PERSONNEL RECORDS**

2 **Section 1.** The Chief Human Resources Office (CHRO) human resource information
3 system is the system of record for all employee records and official employee personnel
4 file documents for which there are appropriate document categories in the system.

5 The Department, or Agency under agreement to provide human resource services,
6 stores paper documents of the official employee personnel file and paper documents that
7 are not yet able to be kept in the human resource information system. The Department,
8 or Agency under agreement to provide human resource services, also stores paper
9 documents of the official employee personnel file that predate January 1, 2019.

10 Upon reasonable notice, an employee may inspect the records, excluding any
11 confidential reports from previous employers, in their official Agency employee personnel
12 file(s) or supervisory working file, ~~provided that, if~~ **if** the official personnel file **or**
13 **supervisory working file**, ~~including paper documents as described above, or~~
14 ~~supervisory working file is~~ **stored at a different location, the Agency may, at its** kept
15 ~~at a separate facility, the employee shall, at the Agency's discretion,~~ **allow the employee**
16 **to view the file at a location determined by the Agency, provide an electronic copy,**
17 **or deliver a copy of the file** ~~either be allowed to go where the file is kept or the file will~~
18 ~~be brought~~ to the employee for review within five (5) **business** days of their request. With
19 the employee's written authorization, their Union Steward may inspect the employee's
20 official personnel file, and supervisory working file, consistent with the time requirements
21 provided herein. If the supervisory working file cannot be made available due to the
22 absence of a supervisor, extensions of up to ten (10) **business** days will be granted.

23 No grievance material shall be kept in an employee's official personnel file.

Section 2. No information reflecting critically upon an employee except notices of discharge shall be placed in the employee's official personnel file that does not bear the signature of the employee. The employee shall be required to sign material to be placed in their official personnel file provided the following disclaimer is attached:

"Employee's signature confirms only that the supervisor has discussed and given a copy of the material to the employee. The employee's signature does not indicate agreement or disagreement with the contents of this material."

If an employee is not available within five (5) working days or refuses to sign the material, the Agency may place the material in the file, provided a statement has been signed by two (2) management representatives and a copy of the document was mailed certified to the employee at their address of record or hand delivered to the employee.

Section 3. Employees shall be entitled to prepare and provide copies of any written explanation(s) or opinion(s) regarding any critical material placed in their official personnel file or supervisory working file. The employee's explanation or opinion shall be attached to the critical material and shall be included as part of the employee's official personnel record or supervisory working file so long as the critical materials remain in the file.

Section 4. An employee may include in their official personnel file a reasonable amount of relevant material such as letters of commendation, licenses, certificates, college course credits, and other material which relates creditably on the employee. This material shall be retained for a minimum of three (3) years except that licenses, certificates, or college credit information may be retained so long as they remain valid and relevant to the employee's work.

Section 5. Material reflecting caution, consultation, warning, admonishment, and reprimand shall be retained for a maximum of three (3) years. Such material shall, at the employee's request, be removed after twenty-four (24) months, provided there has been no recurrence of the problem or a related problem in that time. Removal prior to twenty-four (24) months will be permitted when requested by an employee and if approved by the Appointing Authority.

Material removed from an employee's official personnel file may not be referenced in future disciplinary actions, ~~performance evaluations~~, or other related correspondence from the employer.

Material relating to disciplinary action recommended, but not taken, or disciplinary action which has been overturned and ordered removed from the official personnel file(s) on final appeal, shall be removed.

Incorrect material will be removed, upon request, from an employee's personnel file.
(~~See [Article 85 - Position Descriptions and Performance Evaluation](#).~~)

Section 6. Upon written request by the employee, the Agency will make a good faith effort to return material removed from the official personnel file to the employee. A copy of the request will be maintained in the official personnel file.

Section 7. When DAS or an Agency receives a subpoena or request for an employee's personnel records, except for an inquiry as result of a criminal law complaint or request for verification of employment and salary, DAS or the Agency shall provide notification to the employee of the subpoena or request, who has made it, and the reason for the subpoena or request if known.

Section 8. When DAS receives a statewide records request for employee-related public information releasable per statute, DAS shall provide notification to Agencies that such request has been made. Individual employees may work with their Agency to receive notification of said request(s).

REV: 2019, 2021

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1 **ARTICLE 106--LABOR-MANAGEMENT COMMITTEES**

2 **Section 1.** To facilitate communication between the Parties, the Parties will establish an Agency
3 level joint Labor-Management Committees at each SEIU represented Agency when requested by
4 the Union. An Agency and the Union may mutually agree to establish joint subcommittees. The
5 Committees shall take steps to ensure consistency with the Collective Bargaining Agreement.

6 The Committees shall be on a meet-and-confer basis only and shall not be construed as having
7 the authority nor entitlement to negotiate. The Committees shall have no power to contravene any
8 provision of the Collective Bargaining Agreement, nor to enter into any agreements binding on
9 the Parties to this Agreement or resolve issues or disputes surrounding the implementation of the
10 Contract. Matters which may require a Letter of Agreement shall not be implemented until a Letter
11 of Agreement has been signed by the Labor Relations Unit and the Executive Director of the SEIU
12 Local 503, OPEU.

13 No discussion or review of any matter by the committees shall forfeit or affect the time frames
14 related to the grievance procedure. Matters that should be resolved through the grievance and
15 arbitration procedure shall be handled pursuant to that procedure.

16 At the conclusion of each fiscal year, the Parties shall discuss the concept of Labor-
17 Management Committees and whether they should be modified, continued, or discontinued.

18 **Section 2. Composition.** Any Agency Committee shall be composed of three (3) employee
19 members appointed by the Union and three (3) members of management unless mutually agreed
20 otherwise.

21 Staff representatives of the Labor Relations Unit and the SEIU Local 503, OPEU may render
22 assistance to a committee in procedural and substantive issues as necessary to fulfill the objectives
23 of this Article and may participate in such meetings.

Section 3. Meeting Schedule. Committees shall meet when necessary, but not more than once each calendar quarter, unless mutually agreed otherwise.

Section 4. Pay Status.

(a) Agency employees appointed to the Agency Committee shall be in pay status, during time spent in Committee meetings, as well as travel from their worksite to the meeting and back, unless prior authorized to initiate travel from home. Time spent outside of the employees' scheduled working hours will be unpaid. Approved time spent in meetings shall neither be charged to leave credits nor considered as overtime worked. By mutual agreement, subject to the operating needs of the Agency, employees may attend meetings in person, via telephone or videoconferencing. The Union will be responsible for all other employee expenses related to lodging and/or travel.

(b) ~~Agencies, upon request, will adjust their current scheduled time of the Agency's Statewide Labor Management Committee meeting by up to thirty (30) minutes so the Union Committee members can meet~~ on paid time prior to the commencement of the joint meeting for at least thirty (30) minutes. This language shall not preclude the Agencies from granting more than thirty (30) minutes preparation time for these meetings or ~~or from granting preparation time~~ for regional committees.

(c) Upon mutual agreement, the parties will identify and use available resources to provide joint training about the intent and conduct of Labor-Management Committees for the Agency's Statewide Labor-Management Committee. This training will be on paid work time if provided during the employee's regular work schedule, or if the Employer approves a work schedule change, including shift trades, without penalty payment pursuant to [Article 40-](#)

Penalty Pay. The Parties will jointly coordinate the training to jointly determine the curriculum.

- (d) Employees are expected to timely report back to their worksite following the end of the meeting and related travel time. Otherwise, employees may temporarily adjust their schedule or request time off as long as such request is made in advance and approved by their immediate supervisor or designee.

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1 *HB* LETTER OF AGREEMENT 00.00-19-361

2 **Contract Specialist**

3

4 This Letter of Agreement is entered into between the Department of Administrative
5 Services (DAS) of the State of Oregon (Employer) and the SEIU Local 503, OPEU
6 (Union).

7

8 The purpose of this Agreement is to establish Employer paid Contract Specialists to
9 improve the labor/management relationship at all levels of state government.

10

11 The Parties agree to the following:

12

13 **Section 1. Selection and Appointment of Contract Specialists:**

14 a. Each Coalition will be allocated one (1) full-time equivalent (FTE) Contract Specialist
15 for every two thousand (2,000) represented employees with a minimum of at least one
16 (1) full-time equivalent (FTE) Contract Specialist(s). Every effort will be made to
17 distribute the Contract Specialists as equitably as possible between the agencies in
18 each Coalition within each selected group and between consecutive groups.

19

20 b. The selection and appointment of a Contract Specialist shall be mutually agreed upon
21 by the Employer and Union.

22

- 23 c. The duration of a Contract Specialist's assignment shall be mutually agreed upon by
24 the Employer and Union, including any extensions.
25
- 26 d. The Parties shall establish an agreement for each Contract Specialist which shall be
27 signed by all Parties stipulating to the terms and conditions of the Contract Specialist
28 assignment and return to work.
29
- 30 e. Employees selected as Contract Specialists must maintain all necessary
31 certifications, licensures and training requirements of their Agency position with costs
32 and reimbursements, if applicable, governed under the Collective Bargaining
33 Agreement.
34
- 35 f. In the event the Employer/Agency determines a Contract Specialist is potentially
36 violating law or not complying with Employer/Agency policies or the Section 1(d)
37 Agreement, the Agency shall immediately notify the Union. The Agency shall follow
38 the provisions of Article 20 – Investigations, Discipline and Discharge, to initiate and
39 complete their investigation. Before any Agency action is taken, the Union may
40 remove the employee from the assigned worksite.
41
- 42 g. Upon return to service, the employee shall be returned to the same class and the
43 same work location as held when the leave was approved. Where return to the
44 employee's former position can be reasonably accommodated such return shall be

made. **When applicable, Contract Specialists may take part in the shift bidding process for their base position while on assignment as a Contract Specialist.**

Section 2. Pay and Benefits:

a. The Agency shall continue to pay base salary and benefits, which includes pension contribution, insurance and paid leave time, consistent with what they earned before their appointment. Employees appointed as a Contract Specialist shall remain eligible for any pay or accrual increases consistent with the Collective Bargaining Agreement. Employees appointed as a Contract Specialist shall not be eligible for reimbursement for uniforms, boots or other ancillary items while serving as a Contract Specialist.

b. The Agency shall place the Contract Specialist on leave with pay for the duration of the assignment. The calculation of seniority shall be consistent with the terms of the Collective Bargaining Agreement.

c. Contract Specialists **will enter their time electronically, including any leave used during the assignment.** ~~shall submit monthly timesheets, which shall be signed and verified by the Executive Director or designee of the Union. All leave taken, regardless of type, must be clearly identified.~~ Time missed due to any “on the job” injury is the responsibility of the Union. **Contract Specialists will keep their existing agency-issued equipment, such as a laptop, for use in their role as a Contract Specialist, including time entry and receiving statewide employee emails. Contract Specialists who do not have agency-issued equipment will be provided a mechanism to complete time entry and receive statewide emails. The**

mechanism will be outlined in the contract specialist's individual agreement.

While on this assignment, they will not perform regular agency work.

d. Where the Union has a designated Contract Specialist, the Agency shall pay up to eighty-five thousand dollars (\$85,000) a year for the Contract Specialist's base salary. Any salary costs above eighty-five thousand dollars (\$85,000) a year shall be paid by the Union by reimbursing the Agency using Agency established policies and procedures for reimbursement.

e. The Agency shall not be liable for any overtime costs while the Contract Specialist is on assignment with the Union.

Section 3. Travel and Reimbursements:

a. Time spent traveling on behalf of the Union **during regularly scheduled hours** shall be on Agency time. The Agency shall not be liable for overtime costs as a result of such travel.

b. The Union shall be responsible for all travel expenses, including, but not limited to mileage, lodging, meals and other incidental travel expenses.

c. Contract Specialists shall not use or be assigned a state car for travel.

Section 4. Duties:

a. The Union, the Contract Specialist, DAS Labor Relations Unit, and Agency Human Resources staff shall work cooperatively when performing the following duties:

1. Interpret and administer the Collective Bargaining Agreement.

2. Education on the Collective Bargaining Agreement.

3. Provide guidance in grievance and problem resolution.

4. Improve steward capacity.

5. Work toward consistent application of the Collective Bargaining Agreement.

6. Provide guidance on developing and improving labor/management committees.

7. Participate in new employee orientation as provided for in the Collective Bargaining Agreement.

8. Attend labor/management committee meetings as a non-decision-making participant, unless it is a labor /management committee where the Contract Specialist has been elected/appointed.

b. The Contract Specialist shall follow all applicable Employer and Agency policies while serving in the capacity of a Contract Specialist. If the Union receives a complaint

~~from an employee about a Contract Specialist's behavior in the workplace, the
union shall immediately notify DAS Labor Relations.~~

The Contract Specialist shall not be assigned duties that involve the following: strike preparation, strike planning, strike coordination activities, interest arbitration preparation, process grievances, leading contract negotiations, acting in the role of a union steward, and participation and other actions taken by the Union in a legal forum.

- c. Contract Specialists who remain in their official union delegate or board member role during their Contract Specialist assignment are required to use accrued leave or temporarily modify their schedule while performing official union delegate or board duties during their regularly scheduled hours.

Dispute Resolution:

Notwithstanding any agreements that include a grievance/arbitration procedure, if there is a disagreement between the Employer and the Union regarding the interpretation and application of this Agreement, the Employer and Union shall meet and attempt to resolve the matter. If, after fourteen (14) calendar days there is no resolution, the moving party may request arbitration. The Parties shall use the arbitration procedure outlined in the agreement where the employee is employed.

Indemnification:

The Union shall indemnify and the Union and Contract Specialists hold the Employer and Agency harmless against any and all claims, damages, suits or other forms of liability

which may arise out of any action taken or not taken by the Employer/Agency for the purpose of complying with this Letter of Agreement on Contract Specialists.

The Union shall not indemnify the Employer/Agency for grievance/arbitration disputes.

Term of Agreement:

This Agreement becomes effective on the date of the last signature and ends on June 30, 2023 2027 unless the Parties agree to extend or amend its provisions to continue it.