

2025-2027 STATE OF OREGON/ SEIU CENTRAL TABLE
MANAGEMENT INITIAL PROPOSAL
FEBRUARY 13, 2025

1 **ARTICLE 1--PARTIES TO THE AGREEMENT**

2 ****Housekeeping changes to Agency list as appropriate***

3 This Agreement is entered into between the Service Employees International Union
4 (SEIU) Local 503, Oregon Public Employees Union (OPEU) (Union) and the State of
5 Oregon (Employer) acting by and through the Department of Administrative Services
6 (Department) on behalf of the following Agencies: Department of Agriculture, Commission
7 for the Blind, Oregon Department of Human Services, Oregon Health Authority and
8 Oregon Health Authority Institutions (Oregon State Hospital, Pendleton State-Delivered
9 Secure Residential Treatment Facility), Department of Education (including School for the
10 Deaf), Employment Department, Employment Appeals Board, Department of
11 Administrative Services (DAS) (State Controllers Division, former DGS Divisions, State
12 Data Center, and Oregon Health Plan Administrator's Office), Oregon Youth Authority,
13 Oregon Department of Forestry (Forestry), Department of Justice, Bureau of Labor and
14 Industries, Higher Education Coordinating Commission, State Library of Oregon, Oregon
15 Parks and Recreation Department, Public Employees Retirement System, Department of
16 Revenue, Department of Transportation, Oregon Department of Geology and Mineral
17 Industries, State Treasury Department, Department of Veterans' Affairs, Department of
18 Water Resources, Department of Consumer & Business Services (including Workers'
19 Compensation Board), Board of Nursing, Oregon Medical Board, Board of Dentistry,
20 Board of Pharmacy, Mortuary and Cemetery Board, Oregon Mental Health Regulatory
21 Board, Board of Medical Imaging, Board of Massage Therapists, Occupational Therapy
22 Licensing Agency, Board of Examiners for Speech Pathology & Audiology, Board of
23 Naturopathic Medicine, Oregon State Board of Examiners for Engineering and Land

24 Surveying, Oregon Department of Aviation, Oregon Watershed Enhancement Board,
25 Oregon Housing & Community Services, Oregon Department of Fish & Wildlife, and
26 Teachers Standards and Practices Commission.

27 REV: 2013, 2015, 2019

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1 **ARTICLE 2—RECOGNITION**

2 ****Housekeeping changes to Agency list and articles that apply to temporary***
3 ***employees as appropriate.***

4 **Section 1.** The Employer recognizes the Union as the exclusive bargaining
5 representative for all classified and unclassified employees in positions represented by
6 the Union in the Agencies listed in Section 2 below. The Union is also the exclusive
7 bargaining representative for temporary state employees in the classified or unclassified
8 service as direct hire temporary employees of the State of Oregon excluding student
9 workers who are in student worker classifications; student law clerks; independent
10 contractors; any temporary employees who are represented by another labor
11 organization; retired state employees **working in temporary appointments**; casual
12 labor temporary Agency employees (e.g., Kelly, Manpower, Goodwill Industries, St.
13 Vincent de Paul) not directly employed by DAS; temporary employees in the exempt
14 service as defined in ORS 240.200; school-to-work experience employees; persons hired
15 under exchange programs with the State; **adults/youth in custody** ~~prisoners~~; interns
16 from bona fide educational programs who are fulfilling academic requirements of that
17 program and are completing their degree; and JOBS Plus program participants.
18 Temporary employees represented by the Union are in the Agencies listed in Section 2
19 below. This recognition does not apply to exempt, supervisory, managerial and
20 confidential employees as defined by law or as determined by the Employment Relations
21 Board.

22 **Section 2.**

(a) The Employer and the Union have established a single bargaining unit of employees represented by the Union and employed by the Oregon Youth Authority*, Oregon State Hospital, Pendleton Cottage State Delivered Secure Residential Treatment Facility, Oregon Department of Forestry, who are guards, firefighters, and police officers as identified by the Employment Relations Board or as agreed upon by the Parties. The bargaining unit has been modified by the Employment Relations Board to include temporary employees as defined in Section 1.

(b) The Employer and the Union have established a single bargaining unit which is not prohibited from striking. The bargaining unit has been modified by the Employment Relations Board to include temporary employees as defined in Section 1. This unit is made up of employees located at the following Agencies: Department of Agriculture, Commission for the Blind, Oregon Youth Authority*, Oregon Department of Human Services, Oregon Health Authority and Oregon Health Authority Institutions (Pursuant to HB2009) (Oregon State Hospital, Pendleton State-Delivered Secure Residential Treatment Facility), Department of Education (including School for the Deaf), Employment Department, Employment Appeals Board, Department of Administrative Services (State Controllers Division, former DGS Divisions, and State Data Center), Oregon Department of Forestry, Department of Justice, Bureau of Labor and Industries, Higher Education Coordinating Commission, State Library of Oregon, Oregon Parks and Recreation Department, Public Employees Retirement System, Department of Revenue, Department of Transportation, Oregon Department of Geology and Mineral Industries, State Treasury Department, Department of Veterans' Affairs, Department

of Water Resources, Department of Consumer & Business Services (including Workers' Compensation Board), Board of Nursing, Oregon Medical Board, Board of Dentistry, Board of Pharmacy, Mortuary and Cemetery Board, Oregon Mental Health Regulatory Agency, Board of Medical Imaging, Board of Massage Therapists, Occupational Therapy Licensing Board, Board of Examiners for Speech Pathology and Audiology, Board of Naturopathic Medicine, Oregon State Board of Examiners for Engineering and Land Surveying, Oregon Department of Aviation, Oregon Watershed Enhancement Board, Oregon Housing & Community Services, Oregon Department of Fish & Wildlife, and Teachers Standards and Practices Commission.

*Oregon Youth Authority includes all employees except employees in positions classified as Juvenile Parole and Probation Officer and Juvenile Parole and Probation Assistant. Union-represented employees of this Agency are included in the Union's strike-permitted bargaining unit, except for employees in the classifications of Group Life Coordinator 1, 2, 3 and Youth Corrections Unit Coordinator, or successor classifications, who are included in the Union's strike-prohibited bargaining unit.

Section 3. When there has been a determination of the Employment Relations Board to modify one (1) of the bargaining units listed in Section 2 or when the Parties reach mutual agreement to modify, negotiations will be entered into as needed or as required by law.

Section 4. Exclusion of Filled Positions.

(a) DAS shall provide the Union with no less than twenty (20) days written notice of its intent to exclude a filled bargaining unit position based on supervisory, managerial

or confidential status. DAS agrees not to change the position's designation from represented to management service during this twenty (20) day period.

(b) Should the Union decide to contest the proposed exclusion, it shall serve DAS with written notice of its intent to contest the exclusion within twenty (20) days of its receipt of the notice of intent to exclude. Should such notice be given by the Union, DAS will forego implementing the change in designation for an additional forty (40) days, beyond the initial twenty (20) day period. The purpose of this forty (40) day period is to allow the Union time to investigate whether it has grounds to contest the proposed change in status. If the Union decides to pursue challenging an exclusion, it must file with the Employment Relations Board (ERB) prior to the end of this forty (40) day period. In such event, DAS agrees to forego implementing the change in designation until the matter is resolved by way of ERB decision, settlement, or other manner.

(c) If DAS does not receive timely notice from the Union indicating its intent to contest the exclusion during the initial twenty (20) day period, or if the Union does not file with the ERB during the subsequent forty (40) day period, DAS may proceed to change the position's designation, and the Union agrees not to contest the excluded status of this position during the remainder of this contract term, unless the position's duties should materially change such that the exclusion is no longer warranted.

(d) For purposes of this Agreement, written notice may occur by personal delivery, fax, email or mail (postmark) within the time frames cited above.

Section 5. Temporary Employees.

(a) The Employer agrees to utilize temporary employees in accordance with ORS 240.309. Grievances alleging violations of ORS 240.309 may be submitted only by the Union, directly to the Department of Administrative Services level for full and final review.

(b) Temporary employees will have the same rights as other bargaining unit employees as enumerated below:

(1) Same base rate of pay for the appropriate classification for regular status employees. Effective upon signing of this Agreement, rates of pay will be within the ranges, minimum and maximum, according to the Compensation Plan, per [Article 27](#) and salary appendices.

(c) The following Articles apply to temporary employees: Articles [1](#), [2](#), [3](#), [4](#), [5](#), [6](#), [7](#), [8](#), [9](#), [10](#), [10.1C](#), [10.1M](#), [10.2](#), [10.2A](#), [10.2C,H](#), [10.2K](#), [10.3](#), [10.5](#), [11](#), [14](#), [15](#), [17.5](#), [19T](#), [19.1M](#), [19.2K](#), [21](#), [22T](#), [23T](#), [26T](#), [27](#), [29T](#), [30](#), [32T](#), [33.3A](#), [33.3C](#), [34](#), [36T](#), [36.1M](#), [36.2A](#), [36.2K](#), [36.3AC](#), [36.3D](#), [37](#), [48](#), [56T](#), [58T](#), [60T](#), [90T](#), [90.3CT](#), [101T](#), , [121T](#), [123](#), [130](#), [140T](#).

(d) The following Letters of Agreement apply to temporary workers: LOA [21.1C-99-07](#) Employment; LOA [00.00-01-70](#) CDL Drug Testing; LOA [00.00-16-293](#) Temporary Lodging of Children (DHS).

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