

**CLASSIFICATION AND CLASSIFICATION CHANGES**

[Building Codes Division (BCD) Article 11]

*Revise Section 5 as follows:*

**Section 5. Downward Reclassification.**

- a. When a position is reclassified to another class at the same pay level or to a class that carries a lower salary range, the incumbent trial service or regular employee shall be accorded corresponding status in the new class.
- b. The Department shall notify an employee in writing of a downward reclassification of the employee's position and the specific reasons for doing so within thirty (30) days prior to the effective date.
- c. **When an employee is reclassified downward, the agency's appointing authority or management designee will conduct an internal assessment to determine the appropriate rate of pay.**
  - i. **If the employee's current pay exceeds the top step of the new classification, the agency will retain their current salary. The agency will red-circle their rate of pay until the top step of the classification equals or exceeds the employee's salary. Employees who are red-circled are not eligible for cost-of-living increases. When the top step of the classification equals or exceed the employee's red-circled rate of pay, an agency will adjust the rate of pay appropriately and the employee becomes eligible for cost-of-living increases.**
  - ii. **If the employee's current pay falls within the new classification's salary range and the assessment results in a step equal to or greater than their current pay, the agency will apply the outcome of the equal pay calculator.**
  - iii. **If the employee's current pay falls within the new classification's salary range but the assessment results in a**

step below their current pay, the agency will maintain the employee's current pay. If this places the employee off-step in the new classification, the employee will advance to the next higher salary step at their next benefit service date followed by an additional step increase — not to exceed the top step of the range.

The benefit service date remains the same unless the employee is already at the top step of the new salary range.

~~When an employee is reclassified downward, the employee's rate of pay shall be the last salary rate earned in the salary range of the previous classification. It shall remain at that rate until a rate in the salary range of the new classification exceeds it, at which time the employee's salary shall be adjusted to that step and the salary review and eligibility date shall be established one (1) year from that date, provided the employee is not at the maximum of the salary range to which the employee was reclassified.~~

- a. No employee shall be reclassified downward while other employees with less service credits remain in the original class.

*Revise Section 6 as follows:*

**Section 6. Equal Reclassification Rate.**

**(a) When an employee is reclassified to an equal or lateral classification, the agency's appointing authority or management designee will conduct an internal assessment to determine the appropriate rate of pay.**

- i. **If the employee's current pay exceeds the top step of the new classification, the agency will retain their current salary. The agency will red-circle their rate of pay until the top step of the classification equals or exceeds the employee's salary. Employees who are red-circled are not eligible for cost-of-living increases. When the top step of the classification equals or exceed**

the employee's red-circled rate of pay, an agency will adjust the rate of pay appropriately and the employee becomes eligible for cost-of-living increases.

ii. If the employee's current pay falls within the new classification's range and the assessment results in a step equal to or greater than their current pay, the agency will apply the outcome of the equal pay calculator.

iii. If the employee's current pay falls within the new classification's range but the assessment places them below their current pay rate, the agency will retain their current salary. If this places the employee off-step, they will advance to the next higher step at their next benefit eligibility day and then move up an additional step—not to exceed top step of the range.

The benefit service date remains unchanged.

~~When an employee is reclassified to a class having the same salary range, the employee's rate of pay will not be changed.~~

#### Section 7. Pay for Upward Reclassification.

Rate of pay upon upward reclassification shall be the first step of the new salary range, unless the old salary rate was higher than the first step of the new salary range, then whatever step of a new salary range constitutes a pay increase. If the new salary rate is less than a four percent (4%) increase, then the employee's rate shall be the next step of the new salary range. In no case shall it exceed the new salary range maximum.

*Revise Section 8 as follows:*

#### Section 8. Pay Date of Upward Reclassification.

The effective date of a reclassification shall be the date the reclassification was finalized in the budget and a note will be added to the CHRO human resources information system with the date that the reclassification was requested. ~~the first of the month following the month in which the reclass was received by the Department's~~

~~Employee Services Section. If~~ the reclassification receives legislative or approved by  
~~the Legislative Review Agency or the Department of Administrative Services~~ approval,  
the employee will receive a lump sum payment if eligible. The lump sum payment shall  
be the difference between the current salary rate including work out of classification pay,  
if any, and the proposed salary rate. The lump sum payment will cover the period  
beginning the first of the month following the month in which the reclass request was  
received by the ~~Department's Employee Services Section~~ Agency to the date the  
reclassification is implemented.

The employee does not retain the employee's old salary eligibility date. A new salary  
eligibility date will be established twelve (12) months from the effective date of the  
reclassification.

#### **Section 9. Pay for Upward Reclassification Denial.**

If the Legislature does not approve the reclassification request, the employee shall be  
paid the rate of pay of the higher level classification from the first (1<sup>st</sup>) of the month  
following the month in which the reclass request was received by the Department  
Personnel Office to the date the duties were removed.

#### **Section 10. Denied Reclassification/Involuntary Reclassification Appeal Process**

Agency Appeal: If an employee's requested reclassification is denied or the Agency  
reclassifies an employee's position, the Union may appeal the decision in writing to the  
Agency Head or designee within fifteen (15) calendar days after receipt of the Agency's  
decision. The appeal must identify the reason(s) the Agency's decision is incorrect. The  
Agency shall respond to the appeal in writing within fifteen (15) calendar days from receipt  
of the Union's appeal. The Union may submit supplemental material provided to the  
Agency head at least seven (7) days in advance of the Agency review.

Committee Appeal: If the Agency denies an employee's reclassification request or if the  
Agency reclassifies an employee's position, the Union may appeal the decision to the  
Employer/Union Classification Appeal Committee. The appeal must be in writing and

submitted within fifteen (15) calendar days from the date the Agency's final decision. All appeals must be supported with copies of documents originally provided to the Agency for the reclassification request, including written explanation of the request and all relevant documentation. No new documentation or information will be considered by the Committee unless mutually agreed upon. Upon request, the Union and employee shall have one (1) opportunity to address the committee.

Employer/Union Classification Appeal Committee: The committee shall be composed of one (1) Employer representative and one (1) Union staff representative. The Committee's sole mission will be to consider appeals pursuant to this section of the article and make decisions which maintain the integrity of the classification system by correctly applying the classification specifications. Each representative shall have experience making classification decisions.

Appeal Decision Process: The Committee will attempt to resolve the appeal by jointly determining whether the current or another classification more accurately depicts the overall assigned duties, authorities and responsibilities of the position. In this process each of the designees may identify one (1) alternate class that they determine most accurately depicts the purpose of the job and overall assigned duties. The Committee will prepare an initial written decision to the Agency and Union within thirty (30) calendar days of receipt which will include the reasons for the decision. Agency management retains the right to modify duties to ensure consistency with the Agency's work, goals and objectives. If the finding of the committee determines the assigned duties are appropriately classified at a higher salary range and the Agency subsequently removes the higher level duties, the employee will receive a lump sum payment for the difference between the current salary rate including work out of classification pay already paid if any, and the appropriate salary rate for the classification as determined by the committee. This payment shall be for the time period beginning the date in which the request was received by the Agency to the date the duties are removed.

Arbitration: If there is no resolution, the Union may request arbitration in writing within fifteen (15) calendar days from the date of receipt of the Committee's final written decision. The Union's request must be sent to the Department of Administrative Services Labor Relations Unit and shall include the reasons why the Agency's decision is incorrect.

The Parties agree to the appointment of a panel of three (3) arbitrators to hear all appeals under this article. Arbitrators shall be assigned on a rotational basis. The arbitrators shall have experience resolving classification issues. An arbitrator may be removed from the panel by mutual agreement of the Parties. However, each party retains the right to initiate a change in that arbitrator's appointment upon notice to the other party. If this occurs, the Parties agree to select another qualified arbitrator. The change in assigned arbitrator shall be effective for any case not yet scheduled for arbitration. The arbitrator's fee and expenses shall be paid by the losing party. If, in the opinion of the arbitrator, neither party can be considered the losing party, then such expenses shall be apportioned as in the arbitrators' judgment is equitable. All other expenses shall be borne by the Party requiring the service or item for which payment is to be made.

The arbitrator shall allow the Agency's decision to stand unless they conclude that the proposed classification more accurately depicts the overall assigned duties, authority, and responsibilities using the criteria specified below. In the event the arbitrator finds in favor of the proposed or alternate classification, Agency management may elect to remove/modify duties at any point during the process. However, if the agency removes the higher level duties, the employee will receive a lump sum payment for the difference between the current salary rate including work out of classification pay already paid if any, and the appropriate salary rate for the classification as determined by the committee. This payment shall be for the time period beginning the date in which the request was received by the Agency to the date the duties are removed.

Classification Criteria. For purposes of this section, a reclassification must be based on findings that the purpose of the position is consistent with the concept of the proposed classification and that the class specifications for the proposed classification and that the

class specifications for the proposed classification more accurately depicts the overall assigned duties, authority and responsibilities of the position.

Terms used above shall be defined as follows: a) the purpose of the position shall be determined by the statement of purpose and assigned duties of the position description and other relevant evidence of duties assigned by the Agency; b) the concept of the proposed classification shall be determined by the general description and distinguishing features of its class specifications, and, c) the overall duties, authority and responsibilities of the position shall be determined by the position description and other relevant evidence of duties assigned by the Agency.

This Section supersedes any provisions contained in the Agencies grievance procedure.

REV: 2023

*Similarly, revise in the following CBA articles:*

*CCB - Article 17*

*DLCD - Article 25*

*DSL - Article 22*

*SACU - Article 45*

*Dentists - Article 28*

*OLCC - Article 20*

*REA - Article 17*

*OSH (RN) - Article 28*

*OSP - Article 14*

*OMD - Article 34*

*OYA - Article 45*

*LTCO - Article 11*

*OHAP - Article 26*

*DEQ - Article 18*

*OEM - Article 15*

*OSFM - Article 14*

*OPDC - Article 8 (Legal Support & ASD), Article 9 (Attorney)*

**LEGISLATIVE ACTION**

[Building Codes Division (BCD) Article 27]

*Revise Section 1 as follows:*

**Section 1.**

Provisions of this Agreement not requiring legislative funding or statutory changes before they can be put into effect shall be implemented on the effective date of this Agreement or the date otherwise specified in this Agreement. Necessary bills for implementation of the other provisions shall be submitted ~~promptly by the Department of Administrative Services to the Legislative Assembly~~ **promptly upon the signing of this Agreement.** ~~and both Parties shall jointly recommend passage of the funding and statutory changes.~~

*Revise Section 2 as follows:*

**Section 2.**

~~Should the legislature not be in session at the time agreement is reached, the funding provisions of this Agreement shall be promptly submitted to the Emergency Board by the Department of Administrative Services and both Parties shall jointly recommend passage.~~ **Upon signing of this Agreement both parties will jointly recommend to the Legislative Assembly the passage of funding and statutory changes necessary to implement this Agreement.**

*CCB - Article 39*

*DLCD - Article 4*

*DSL - Article 7*

*SACU - Article 58*

*Dentists - Article 3*

*DOJ (OAJA) - Article 4*

*OLCC - Article 51*

*REA - Article 39*

*OSH (RN) - Article 4*

*OSP - Article 2*

*OMD – Article 5*

*OYA - Article 5*

*LTCO - Article 3*

*OHAP - Article 3*



36 *DEQ - Article 48*  
37 *OEM - Article 2*  
38 *OSFM - Article 4*  
39 *OPDC – N/A (Legal Support & ASD), N/A (Attorney)*  
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**OTHER LEAVES**

[Building Codes Division (BCD) Article 18]

*Revise Section 1 as follows:*

**Section 1. Leaves With Pay.**

a. **Personal Leave.** After completion of trial service, regular, permanent, full-time employees shall be entitled to twenty-four (24) hours of personal leave with pay for each fiscal year. Part-time, job-share, and seasonal employees shall be granted twelve (12) hours of personal leave if it is anticipated they will work one thousand and forty (1,040) hours for the fiscal year. Should a part-time, job-share, or seasonal employee fail to work one thousand and forty (1,040) hours for the first fiscal year, the value of personal leave time used may be recovered from the employee. Personal leave shall not be cumulative from year to year nor is any unused leave compensable in any other manner. Such leave may be taken at times mutually agreeable to the Department and the employee.

(a) b. **Pre-Retirement Counseling Planning Leave.** Employees shall be granted up to twenty-eight (28) hours leave with pay to pursue bona fide pre-retirement counseling programs **for retirement planning. This leave shall be granted upon hire for use throughout their employment with the state.** Employees shall request the use of **pre-retirement planning** leave provided in this Section at least five (5) days prior to the intended date of use. **Approval for pre-retirement planning leave shall be granted unless the Agency determines that its use would affect the operational needs of the employee's work unit. Requests for leave with shorter notice are subject to management's discretion.**

~~Authorization for the use of pre-retirement leave shall not be withheld unless the Agency determines that the use of such leave shall hinder the efficiency of the employee's work unit.~~

~~When the date requested for pre-retirement leave cannot be granted for the above reason, the Agency will work with the employee to find an alternate date. The leave discussed under this Section~~ **Pre-retirement leave** may be used to investigate and assemble the employee's retirement program, including PERS, Social Security, **Oregon Growth Savings Plan**, Insurance, and other retirement income.

**c. Service With A Jury.** An employee shall be granted leave with pay for service with a jury. The employee may keep any money paid by the court for serving on a jury. The Department reserves the right to petition for removal of the employee from jury duty if, in the Department's judgment, the operating requirements of the Department would be hampered.

**d. Court Appearances.** When any employee is not the plaintiff or defendant, the employee shall be granted leave with pay for appearance before a court, legislative committee or judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority for matters other than the employee's officially assigned duties. The employee may keep any money paid in connection with the appearance.

**e. Military Training Leave.** An employee who has served with the State of Oregon or its counties, municipalities or other political subdivisions for six (6) months or more immediately preceding a request for paid military training leave, and who is a member of the National Guard or any reserve components of the armed forces of the United States, is entitled to fifteen (15) days or one hundred and twenty (120) hours of paid military leave per federal fiscal year, unless a greater number of days is provided by law. In no event may an employee receive more than the number of days provided by law.

Military leave shall be granted in accordance with applicable Law and state policy. In addition, employees shall be allowed to utilize paid military leave for travel to and from their place of duty and for the time spent on militarily obligated status or military duty regardless of the length of their military status or duty.

Subject to supervisory approval, employees may be allowed to voluntarily adjust their shifts to accommodate military duty.

- f. Test and Interview Leave.** With notice to the supervisor, an employee shall be allowed appropriate time off with pay to take tests related to promotional opportunities within the Department; up to two (2) hours with pay shall be allowed for an interview for a position with another State Agency or a position within the Department.

Authorization for the use of test and interview leave shall not be withheld unless the Department determines that the use of such leave shall impact the efficiency of the employee's work unit.

**g. Bereavement Leave.**

- 1.** Notwithstanding the hardship or sick leave eligibility criteria in the agreement, employees shall be eligible for a maximum of twenty four (24) hours paid bereavement leave per event of an immediate family member which shall be prorated for part time employees. The Agency may request documentation.
- 2.** For employees that qualify for OFLA bereavement leave, paid bereavement leave under this agreement shall run concurrently with OFLA bereavement leave.
- 3.** After OFLA eligible leave for bereavement leave is exhausted, if additional leave is needed, an employee may, with prior authorization, use any

accrued leave or leave without pay at the option of the employee for a period of absence from employment to discharge the customary obligations arising from a death in the immediate family or employee's spouse.

- 4.** Regular and trial service employees may be eligible to receive up to forty (40) hours of donated leave, to be used consecutively. The employee must exhaust all available accrued leave to qualify to receive hardship leave.

- 5.** For purposes of this article, 'immediate family' shall include:

- \* the employee's or the employee's spouse's parent (includes one who stood in loco parentis (in place of a parent) when the employee was a child);
- \* spouse;
- \* child (and child's spouse) (includes a child for whom the employee stood in loco parentis and includes step child from a previous marriage);
- \* sibling;
- \* grandparent;
- \* grandchild;
- \* aunt or uncle;
- \* niece or nephew;
- \* or the equivalent of each of the above for domestic partners, or another member of the immediate household.

Note: Immediate family shall include the current in-laws and step family members who qualify per the above list.

*Similarly, revise in the following CBA articles:*

*CCB - Article 27*

*DLCD - Article 17*

*DSL - Article 31*

*SACU - Article 35*

*Dentists - Article 17*

126 DOJ (OAJA) - Article 30  
127 OLCC - Article 33  
128 REA - Article 28  
129 OSH (RN) - Article 42  
130 OSP - Article 39  
131 OMD - Article 31  
132 OYA - Article 38  
133 LTCO - Article 33  
134 OHAP - Article 15  
135 DEQ - Article 31  
136 OEM - Article 39  
137 OSFM - Article 19  
138 OPDC - Article 7 (Legal Support & ASD), Article 8 (Attorney)  
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REV: 2015, 2019, 2021

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**PAYDAY AND PAY ADVANCES**

[Building Codes Division (BCD) Article 13]

*Revise Section 1 as follows:*

**Section 1.**

All employees shall normally be paid no later than the first (1<sup>st</sup>) of the month. When a payday occurs on Monday through Friday, payroll checks shall be released to employees on that day. When a payday falls on a Saturday, Sunday or **banking** Holiday, employee paychecks shall be made available after 8:00 a.m. on the last working day of the month. The release day for December paychecks dated January 1 shall be the first (1<sup>st</sup>) working day in January to avoid the risk of December's paychecks being included in the prior year's earnings for tax.

*Similarly, revise in the following CBA articles where language exists; add new Article where no language exists:*

*CCB - Article 19*

*DLCD – N/A*

*DSL – N/A*

*SACU - Article 18*

*Dentists – N/A*

*DOJ (OAJA) – N/A*

*OLCC - Article 23*

*REA - Article 20*

*OSH (RN) – N/A*

*OSP - Article 28*

*OMD – Article 17*

*OYA – N/A*

*LTCO - Article 26*

*OHAP – N/A*

*DEQ - Article 21*

*OEM - Article 28*

*OSFM - Article 20*

*OPDC – N/A (Legal Support & ASD), N/A (Attorney)*

2025-2027 STATE OF OREGON / AFSCME CENTRAL TABLE  
MANAGEMENT INITIAL PROPOSAL  
DATE 4/22/25 TIME \_\_\_\_\_

**Layoff**

This proposal shall apply to Agencies/local agreements that are within the jurisdiction of the AFSCME Central table, unless excluded per notation.

If agreed upon, this proposal starts on the effective date of the local agreement.

The Employer proposes the following language:

\*Section number dependent on agreement. Intention would be for section titles and order to be consistent in all agreements.

**BCD Article 12 Section 5:**

~~Section 5. Computation of seniority for regular status employees shall be made as follows: a. One (1) point per month for each full month of unbroken service in State service excluding temporary service. A break in service is a separation or interruption of employment without pay of more than two (2) years. All part time service shall be credited on a prorated basis. Periods of authorized leave without pay will be deducted from seniority calculations. When a layoff is announced, seniority scores shall be frozen on that date until the layoff and any subsequent bumping activity is completed. b. If two (2) or more employees have equal seniority, the tie shall be broken as follows, with most credit given to: 1. Length of continuous service with the bargaining unit; 2. Length of continuous service in the job classification.~~

**(a) Seniority Definition. Seniority is the Layoff Service Date which is the date the employee began state service (except as a temporary appointee) as adjusted for break(s)-in-service.**

**(b) Break-In-Service. A break-in-service is a separation or interruption of employment without pay of more than two (2) years. If an employee has a break-in-service that does not exceed two (2) years, they shall be given credit for the time worked prior to the break-in-service. Seniority will also be adjusted for leaves without pay in excess of one (1) year. Leave without pay pursuant to USERRA shall be recognized as service time pursuant to law.**

**(c) Seniority Frozen. When an Agency intends to initiate a layoff, the Agency will notify the Union in writing that all seniority will be frozen from the date of notice for a period not to exceed three (3) months. However, during the period when seniority is frozen, the employee will continue to accumulate time towards seniority for purposes of future computations. The three (3) month freeze may be extended by mutual written agreement of the Union and the Agency.**

**(d) Equal Seniority. If two (2) or more employees have equal seniority, the Agency shall determine the employee(s) to be laid off considering requirements of**



**available position(s), value of the employee(s) to the mission of the Agency,  
demonstrated performance and other relevant factors.**

*CCB - Article 18*  
*DEQ - Article 20*  
*DLCD - Article 13*  
*SACU - Article 47*  
*OAH - Article 19*  
*OLTCO - Article 39*  
*OEM - Article 16*  
*OLCC - Article 22*  
*OMD - Article 33*  
*OSFM - Article 11*  
*OSPSU - Article 16*  
*REA - Article 19*

*Exclusions due to already existing language:*

*DSL - Article 25*  
*DOC Dentists - Article 27*  
*DOJ (OAJA) – Article 43 (Reduction in Force)*  
*OHA Physicians – Article 24*  
*OYA - Article 44*  
*OSH (RN) - Article 37*