

2025-2027 STATE OF OREGON and AFSCME CENTRAL TABLE

State Counter Proposal

DATE: 06/17/25

TIME:

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**SALARY ADMINISTRATION<sup>1</sup>**

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<sup>1</sup> This proposal applies to the following Local Tables where not already in effect  
BCD – A20

CCB – A29

DEQ – A34

DLCD – A18

DOC Den N/A

DSL – A20

OAJA – N/A

ODEM – A29

OHAP – N/A

OLCC – A35

OLTCO – A31

OMD – A16

OPDC ASD – A26

OPDC ATT – A26

OPDC LS – A26

OSFM – A20

OSH RNS – N/A

OSPSU – A29

OYA – A15

REA – A30

SACU – A20

[Building Codes Division (BCD) Article 20]

*Revise Section 1 as follows:*

**Section 1. Merit Salary Increase.**

Employees shall be eligible for consideration for merit salary increases following:

- a. Completion of the initial twelve (12) months of service.
- b. Completion of six (6) months of service following promotion.
- c. Annual periods after (a) or (b) above until the employee has reached the top of the salary range.

~~Merit salary increases shall be made upon recommendation of the employee's immediate supervisor and approval of the appointing authority. The immediate supervisor shall give written notice to an employee of withholding of a merit salary increase prior to the eligibility date, including a statement of the reason(s) it is being withheld.~~

*Revise Section 2. as follows:*

**Section 2. Salary on Demotion or Reclassification Downward.**

**When an employee is demoted or reclassified downward, the agency's appointing authority or management designee will conduct an internal assessment to determine the appropriate rate of pay.**

- a. **Upon demotion, if the employee's current pay exceeds the top step of the new classification, their pay will be reduced to the top step of the new**

classification. However, in the event of a downward reclassification, 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 a 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 a 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.

b. 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 assessment.

c. 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\*.

FOR EXAMPLE: An employee's current rate of pay is between Step 4 and Step 5 of their new salary range -- the employee will retain their current rate of pay and then will advance to Step 6 on their next benefit service date.

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

~~Whenever an employee demotes to a job classification in a lower range that has a salary rate the same as the previous salary, the employee's salary shall be maintained at that rate in the lower range.~~

~~Whenever an employee demotes to a job classification in a salary range which does not have corresponding salary steps with the employee's previous salary but is within the new salary range, the employee's salary shall be maintained at the current rate until the next eligibility date. At the employee's next eligibility date, if qualified, the employee shall be granted a salary rate increase of one (1) full step within the new salary range plus that amount that the current salary rate is below the next higher rate in the new salary range. This increase shall not exceed the highest rate in the new salary range.~~

~~Whenever an employee demotes to a job classification in a lower range, but the employee's salary is above the highest step for that range, the employee shall be paid at the highest step in the new salary range.~~

~~This Section shall not apply to demotions resulting from official disciplinary actions.~~

*Revise Section 3 as follows:*

**Section 3. Salary on Promotion or Upward Reclassification**

**When an employee is promoted, the agency's appointing authority or management designee will conduct an internal assessment to determine the appropriate rate of pay. ~~The amount of the pay increase shall not be less than five percent (5%).~~**

- a. **If the assessment results in a step equal to or below the employee's current pay rate, their pay will be increased to the next higher step in the new salary range. If that step provides an increase of less than two and five-tenths percent (2.5%) ~~five percent (5%)~~, the agency will apply the next higher step in the new classification's salary range.**

b. If the assessment results in a step above the employee's current pay rate, the agency will use the outcome of the assessment. If this increase is still less than two and five tenths percent (2.5%) ~~five percent (5%)~~, the agency will move the employee to the next higher step in the new classification's salary range.

c. If the employee's benefit service date falls within forty-five (45) calendar days of the start date of their new position and they have not yet reached the top step of their current range, the promotion will be processed as if the employee had already reached their benefit service date\*.

~~FOR EXAMPLE: An employee at Step 6 in their current range and has a benefit eligibility date of of July 1 and has a start date in their new position of June 1. The employee's current rate of pay for determining their new promotion pay rate will be based off of Step 7 of their current range.~~

The benefit service date is adjusted to six (6) months from the date of promotion unless the employee is already at the top step of the new salary range.

~~An employee shall be given no less than an increase to the next higher rate in the new salary range effective on the date of promotion.~~

*Revise Section 4 as follows:*

**Section 4. Salary on Lateral Transfer ~~or Equal Reclassification Rate.~~**

**When an employee makes a lateral transfer, the agency's appointing authority or management designee will conduct an internal assessment to determine the appropriate rate of pay. ~~In these events, an employee's rate of pay shall not be decreased.~~**

(a) ~~If the employee's current pay exceeds the top step of the new classification, they will be placed at the top step of the new classification.~~ If the employee's current pay exceeds the top step of the new classification, they will be placed at the top step of the new classification. In the case of equal reclassifications, the agency will retain their current salary. The agency will and red-circle their rate of pay until a 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 a 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.

(b) 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 assessment.

(c) 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 service date and then move up an additional step — not to exceed the top step of the range.

(d) In no instance will a lateral transfer or equal reclassification result in a decrease in pay.

The benefit service date remains unchanged.

~~An employee's salary and merit review date shall at a minimum remain the same when transferring from one position to another which has the same salary range.~~

**Section 5. Effect of Break in Service.**

When an employee separates from the Department and subsequently returns to the Department, except as a temporary employee, the employee's previous ~~salary eligibility~~ **benefit service** date shall be adjusted by the amount of break in service.

*Revise Section 6 as follows:*

**Section 6. Rate of Pay on Appointment from Layoff List.**

**When an employee returns from layoff, the agency's appointing authority or management designee will conduct an internal assessment to determine the appropriate rate of pay.**

a. **If the assessment results in a step equal to or lower than the step the employee held at the time of layoff, they will be returned to that same step.**

b. **If the assessment results in a higher step, the agency will apply the outcome of the assessment.**

**The employee's previous benefit service date, adjusted by the amount of the break in service, shall be restored.**

~~When an individual is appointed from a layoff list to a position in the same class in which the person was previously employed, the person shall be paid at the same salary step at which such employee was being paid at the time of layoff.~~

**See Appendix XX.**

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REV: 2015

**APPENDIX XX****SALARY ADMINISTRATION EXAMPLES****Salary on Promotion or Upward Reclassification**

**If the employee's benefit service date falls within forty-five (45) calendar days of the start date of their new position and they have not yet reached the top step of their current range, the promotion will be processed as if the employee had already reached their benefit service date\*.**

**EXAMPLE: An employee at Step 6 in their current range and has a benefit eligibility date of July 1 and has a start date in their new position of June 1. The employee's current rate of pay for determining their new promotion pay rate will be based off of Step 7 of their current range.**

**Salary on Demotion or Downward Reclassification**

**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\*.**

**EXAMPLE: An employee's current rate of pay is between Step 4 and Step 5 of their new salary range - the employee will retain their current rate of pay and then will advance to Step 6 on their next benefit service date.**

**LETTER OF AGREEMENT – CONTRACT SPECIALIST**

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of all Agencies covered under the jurisdiction of the AFSCME Central Table (Agency) and AFSCME Council 75 (Union).

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

The Parties agree to the following:

**Selection and Appointment of Contract Specialists:**

- A. The selection and appointment of a Contract Specialist shall be mutually agreed upon by the Employer and Union.
- B. The Union may have ~~no more than~~ **four (4)** ~~one (1)~~ Contract Specialist ~~for every two thousand (2,000) FTE bargaining unit~~ positions from Agencies that are within the jurisdiction of the AFSCME Central Table and Department of Corrections.
- C. The duration of a Contract Specialist shall be mutually agreed upon by the Employer and Union.
- D. The Parties shall establish an agreement which shall be signed by all Parties stipulating to the terms and conditions of the Contract Specialist assignment.
- E. Employees selected as Contract Specialist must maintain all necessary certifications, licensures and training requirements of their Agency position with costs and reimbursements if applicable governed under the Agreement.
- F. While the State is the Employer of record, the Union has the sole control, oversight and direction of employees appointed as Contract Specialists. Therefore, the Union shall indemnify and save the Employer harmless from any and all costs, should any arise, associated with actions taken by the Contract Specialist on behalf of the Union.

G. In the event the Employer/Agency determines a Contract Specialist is potentially violating law or not complying with Employer/Agency policies or the local Agency Collective Bargaining Agreement, the Agency shall immediately notify the Union. The Agency shall investigate the matter and take action as necessary consistent with the local Agency Collective Bargaining Agreement including disciplinary action. Before any Agency action is taken, the Union may remove the employee from the assigned worksites.

Pay and Benefits:

- A. The Agency shall continue to pay 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 not be eligible for reimbursement for uniforms, boots or other ancillary items while serving as a Contract Specialist the specifics which will be noted in the employee's Contract Specialist agreement.
- B. Contract Specialists shall submit monthly timesheets recording a maximum of forty (40) hours of work each week. The timesheet shall be signed and verified by the Executive Director or designee of the Union. All leave taken, regardless of type, must be clearly identified.
- C. 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 applicable local Agency Collective Bargaining Agreement.
- D. Where the Union has designated Contract Specialist, the Agency shall pay up to eighty-five thousand (\$85,000) a year for the Contract Specialist which includes pay and benefits. Any costs above eighty-five thousand (\$85,000) per 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.

Travel and Reimbursements:

- A. Time spent traveling on behalf of the Union during regularly scheduled hours shall be on Agency time. The Union shall be responsible for time spent traveling if such travel extends beyond forty (40) hours in a workweek.
- 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.

Duties:

- A. The Contract Specialist, DAS Labor Relations Unit and Agency Human Resources staff shall work cooperatively when performing the following duties:
- a. Interpret and administer the local Agency Collective Bargaining Agreement.
  - b. Education on the local Agency Collective Bargaining Agreement.
  - c. Provide guidance in grievance and problem resolution.
  - d. Improve steward capacity.
  - e. Work toward consistent application of the local Agency Collective Bargaining Agreement.
  - f. Provide guidance on developing and improving labor/management committees.
  - g. Participate in new employee orientation as provided for in the local Agency Collective Bargaining Agreement.
  - a. Attend labor management committee meetings as a non-participating member, unless they are participating for their own local, in which case they shall be able to attend as a neutral participant, participating member.
- B. If a DOJ attorney is appointed to serve as a Contract Specialist, the attorney shall stipulate in the signed agreement that they will not practice law as that term is used in law and Oregon State Bar rules, regulations, official opinions and decisions.
- C. The Contract Specialist shall follow all applicable Employer and Agency policies while serving in the capacity of a Contract Specialist. In the event the Union is

~~made aware of a potential Employer/Agency policy violation by a Contract Specialist, the Union shall immediately notify DAS Labor Relations.~~

- D. The Contract Specialist shall not be assigned duties that involve the following: strike preparation, strike planning, strike coordination activities or interest arbitration preparation, BOLI claim preparation, and Unfair Labor Practice preparation filing 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.
- E. Contract Specialists who remain in their official Union delegate or Board member role during their Contract Specialist assignment are required to use paid leave or temporarily modify their schedule while performing official union delegate or board duties, if those duties required such when not acting in a Contract Specialist role.

Dispute Resolution:

Notwithstanding any agreements that include grievance/arbitration procedure, if there is a disagreement between the Employer and the Union regarding the interpretation and application of this Letter of Agreement, the Employer and Union shall meet and attempt to resolve the matter. If, after fourteen (14) calendar days there 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.

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121 Term of Agreement:

122 This Agreement becomes effective on the date of the last signature and ends on June 30,

123 2027<sup>7</sup> unless renewed by the Parties or the Parties agree to amend its provisions.

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