

2025-2027 STATE OF OREGON and AFSCME CENTRAL TABLE

State Counter Proposal

DATE: 07/01/2025

TIME:

1

**LETTER OF AGREEMENT ~~PAY EQUITY EQUAL PAY~~<sup>1</sup>**

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<sup>1</sup> This proposal applies to the following Local Tables

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This Agreement is entered into by the State of Oregon, acting through its Department of Administrative Services, Labor Relations Unit (Employer), on behalf of the Agencies covered by this Agreement (Agency) and the AFSCME Council 75 (Union).

This Agreement applies to all of the Union's bargaining units inside of the executive branch of state government.

The purpose of this Agreement is to provide procedures to implement unscheduled equal pay ~~pay equity~~ adjustments consistent with Oregon law, and, to identify the appeal procedure to have Agency or Employer decisions concerning equal pay ~~pay equity~~ reviewed.

The Parties agree to the following:

1. Application to Current Employees: The Employer, an Agency Head or designee (with CHRO approval) may provide an unscheduled salary step increase to correct a pay inequity between employees who perform work of a comparable character and are similarly-situated based on relevant factors, identified in Oregon Revised Statute [ORS 652.220(2)], by which individual employees may be compensated differently. Unscheduled salary step increases may be initiated by:
  - (a) Periodic statewide equal pay analysis (appeal process section 10)
  - (b) Employee request (appeal process section 9)
  - (c) Agency identified inequity (appeal process section 9)
2. Application to Returning Employees (including but not limited to reemployment and return from layoff): An Agency Head or designee may offer a higher step than prescribed in the applicable labor agreement when the Agency identifies a pay inequity between employees in the same classification who perform work of a comparable character.

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38 Department. This includes employees who are appealing equal pay ~~pay equity~~  
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40 promotion, etc.) to new positions where equal pay ~~pay equity~~ assessments are  
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43 (60) calendar days, unless otherwise mutually agreed upon in writing.
- 44 5. Equal pay adjustments are effective on the date an employee made a written  
45 request to the Agency or the date the Agency submitted a request to DAS  
46 Classification and Compensation Unit, ~~whichever was earlier.~~ ~~Pay equity~~  
47 ~~adjustments are generally effective on the date an employee made a written request~~  
48 ~~to the Agency or the date the Agency submitted a request to DAS Classification and~~  
49 ~~Compensation, whichever is earlier.~~
- 50 6. In the event an employee receives an unscheduled salary step adjustment for any  
51 of the reasons identified in Section 1, the employee's benefit service date salary  
52 ~~eligibility date~~ shall remain the same.
- 53 7. Agencies shall retain all documents pertaining to decisions involving equal pay ~~pay~~  
54 ~~equity~~.
- 55 8. If the employee meets with the Agency or Employer, the employee may request  
56 and obtain Union representation.
- 57 9. Appeal Procedure - Agency Level Equal Pay Pay Equity Decisions.
- 58 (a) If an employee wishes to appeal an Agency's pay equity decision as filed  
59 under Section 4 of this Agreement, the employee shall submit a completed  
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(15) days of receipt of the Agency's decision. The Agency shall respond to the appeal within thirty (30) days of receipt of the appeal. The appeal must be based on one (1) or more of the factors listed in ORS 652.220(2) and the compensation of other employees performing work of a comparable character.

- (b) If the employee disagrees with the Agency's decision, the employee, or the Union on the employee's behalf, may submit a written appeal to the Department of Administrative Services Labor Relations Unit (LRU) no later than thirty (30) calendar days from receipt of ~~within fifteen calendar days of receipt of~~ the Agency's decision. The employee, or the Union on the employee's behalf, shall forward all written documents as part of the appeal. The employee shall identify factors, as outlined above, the Agency did not properly consider. The Department of Administrative Services Labor Relations Unit (LRU) shall respond to the appeal in writing within thirty (30) calendar days.

- (c) Equal Pay ~~Pay equity~~ appeals are not subject to arbitration. However, nothing in this Agreement precludes the employee from submitting a claim to the Bureau of Labor and Industries (BOLI) in accordance with BOLI's administrative rules or pursuing other legal recourse. The timelines for filing with BOLI or pursuing other legal recourse apply regardless of whether the employee appeals the decision under this section.

- (d) For purposes of this Agreement only, the appeal process in this Agreement replaces the grievance procedure outlined in the applicable labor agreement covering the employee.

- (e) The Employer and Union may agree to an extensions of time in this Agreement upon mutual agreement in writing.

10. Appeal Procedure – DAS Statewide Equal Pay Analysis Decisions

- (a) An employee may appeal the Employer's decision concerning the employee's salary that resulted from a statewide equal pay analysis. The appeal must be based on one (1) or more of the factors listed in ORS 652.220(2) and the compensation of other employees performing work of a

comparable character.

- (b) An appeal of the Employers' equal pay analysis decision may be filed by sending a completed DAS **Equal Pay** ~~Pay Equity~~ Appeal Form via electronic mail to [CHRO.CNC@das.Oregon.gov](mailto:CHRO.CNC@das.Oregon.gov) no later than **thirty (30)** ~~fifteen (15)~~ calendar days from the date the employee receives notification of the equal pay analysis results. The Employer shall make a good faith effort to respond with a decision regarding the employee's appeal within one hundred and twenty (120) calendar days.
- (c) The timelines for filing with BOLI or pursuing other legal recourse apply regardless of whether the employee appeals the Employer's decision under this section.
- (d) Pay adjustments made as a result of accepted appeals shall **have the same effective date as the date set for the Statewide Equal Pay Analysis.** ~~The first Statewide Equal Pay Analysis conducted under this Agreement was implemented retroactive to~~ be made retroactively to January 1, 2025 ~~and Subsequent Statewide Equal Pay Analysis shall be implemented no later than January 1 conducted every three years thereafter.~~
- (e) To be eligible to file an appeal of the DAS statewide equal pay analysis decision an employee must have been employed by a state executive branch agency as of **the effective date of the Statewide Equal Pay Analysis.** July 1, 2024. Employees who do not meet this eligibility requirements may pursue an appeal through Section ~~94~~ of this Agreement.
- (f) Employees at the top step of the salary range assigned to their job classification on or before **the effective date of the Statewide Equal Pay Analysis** ~~January 1, 2025~~, are not eligible to file an appeal.
- (g) The Employer shall notify an employee in writing of the outcome of the employee's appeal, including reasons for the decision.
- (h) If the employee disagrees with the Employer's response, the employee may submit a claim to the Bureau of Labor and Industries or pursue other legal recourse. **Equal Pay** ~~Pay equity~~ appeals are not subject to arbitration.

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11. This Agreement becomes effective on the date of the last signature below and expires June 30, 2027 ~~2025~~.

**Letter of Agreement Statewide Labor/Management Committee**

**This Agreement is entered into by the State of Oregon, acting through its Department of Administrative Services, Labor Relations Unit (Employer), on behalf of the Agencies covered by this Agreement (Agency) and the AFSCME Council 75 (Union).**

**The parties shall establish and maintain a Statewide Labor/Management Committee (LMC) to facilitate collaboration.**

**AFSCME may have ten (10) labor representatives from Central Table Bargaining units participate in the LMC. The State may have ten (10) employer representatives from Central Table Agencies participate in the LMC. Two (2) AFSCME Staff and two (2) DAS Labor Relations Managers may also participate.**

**The committee shall meet on a monthly basis for the first six (6) months after ratification and will reassess meeting frequency as needed. Parties shall send agenda items at least one (1) week prior to each meeting. LMC facilitation shall rotate between parties. The party facilitating shall be responsible for finalizing and distributing the agenda. Parties may mutually agree to cancel LMC.**

**Participants on the Committee will be on paid status and shall be reimbursed for authorized travel expenses when in-person meetings are mutually agreed to as per State Travel Policy. Agencies will not incur any overtime as a result of Committee meetings or travel. Flexing schedules will be allowed to avoid overtime.**

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**Participants on the Committee will be on paid status and shall be reimbursed for authorized travel expenses when in-person meetings are mutually agreed to, ~~or when the union notifies DAS of their intent to meet in person,~~ as per State Travel Policy. Agencies will not incur any overtime as a result of Committee meetings or travel. Flexing schedules will be allowed to avoid overtime.**

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Management Counter Proposal  
July 1, 2025**

**EMPLOYER PACKAGE PROPOSAL - C**

<b>ARTICLE/LOA</b>	<b>VERSION</b>	<b>DATE OF REFERENCE</b>
SALARIES	Management Proposal	See Attached
SALARY ADMINISTRATION	Management Proposal	June 17, 2025
HEALTH AND WELFARE INSURANCE	Union Proposal	May 6, 2025
LOA PEBB PMAC	Management Proposal	Continue LOA
LOA SALARY AND BENEFIT REPORT	Management Proposal	Continue LOA
NEW LOA—STRUCTURAL CHANGES TO PAY PRACTICES	Management Proposal	March 25, 2025

**This package proposal is contingent on the Legislature funding one hundred percent (100%) of the Governor's Special Purpose Appropriations (SPA) for state employee compensation in the Governor's Recommended 2025-2027 Budget. If the Legislature does not fund one hundred percent (100%) of the Governor's Special Purpose Appropriations (SPA) for state employee compensation, this specific package proposal shall be considered automatically withdrawn and the Employer will submit an amended package proposal. The submission of an amended package proposal shall be deemed a timely submission of the Employer's economic package proposal under the ground rules.**

**SALARIES**

[Building Codes Division (BCD) Article 25]

**Section 1. PERS Pickup**

Effective February 1, 2019 compensation plan salary rates for PERS participating members shall be increased by six and ninety five one hundredths percent (6.95%). At that time bargaining unit employees will begin to make their own six percent (6%) contributions to their PERS account or the Individual Account Program as applicable. Employees' contributions shall be treated as 'pretax' contributions pursuant to Internal Revenue Code Section 414(h)(2).

*Revise Section 2 as follows:***Section 2. Cost of Living Adjustment**

a. Effective December 1, ~~2025~~2023 or on the first of the month following receipt of an interest arbitration award whichever is later, all pay rates will be increased by two and sixty-five hundredths ~~six and five tenths~~ percent (2.65%~~6.5%~~).

b. Effective December 1, 2026 ~~January 1, 2025\*~~ or first of the month following receipt of an interest arbitration award whichever is later, all pay rates will be increased by three~~six and fifty-five hundredths~~ percent (3%~~6.55%~~).

~~\*If the legislature appropriates new funding of at least \$13 million in calendar year 2024, the 2025 cost of living adjustment will be effective January 1, 2025. If the legislature does not appropriate at least \$13 million in calendar year 2024, the 2025 cost of living adjustment will be effective February 1, 2025.~~

*Revise Section 3 as follows:***Section 3. Selective Salary Adjustment****TBD**

<u>Class #</u>	<u>Classification Title</u>	<u>From</u>	<u>To</u>
1338	Training and Development Specialist 1	23	24



32 1339 Training and Development Specialist 2 27 28  
33 6811 Laboratory Technician 2 18 19  
34 0801 Office Coordinator Abolish

35

36 ~~All other classifications under the AFSCME Central Table that receive a salary range~~  
37 ~~increase will be reviewed and negotiated consistent with standard practices. All AFSCME~~  
38 ~~classifications that are part of a classification study negotiated at other bargaining units~~  
39 ~~will be included.~~

40

41 ~~Effective July 1, 2023 or the first of the month following ratification of the local agreement~~  
42 ~~whichever is later, all employees will retain their current salary rate in the new range~~  
43 ~~except that employees whose current rate is below the first step of the new range shall~~  
44 ~~be moved to the first step in the new range and a new salary eligibility date what would~~  
45 ~~be twelve (12) months from the effective date of the selective salary adjustment will be~~  
46 ~~assigned. For an employee whose rate is within the new salary range but not at a~~  
47 ~~corresponding step, the employee's salary shall be adjusted to the next higher rate~~  
48 ~~closest to the employee's current salary rate.~~

49 See LOA: [Salary and Benefit Report](#), [Salary Range Truncation](#), [One-Time Payment](#)  
50 [COLA](#)

51

REV: 2015, 2017, 2019, 2021, 2023

52