

2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE
Union Package Proposal Counter
July 16, 2025

UNION PACKAGE PROPOSAL – L

ARTICLE/LOA	VERSION	PROPOSAL/REFERENCE DATE
ARTICLE 32—OVERTIME	Union Proposal	See Attached
ARTICLE 34—STANDBY DUTY/ON-CALL DUTY		CCL
ARTICLE 138—WORKING REMOTELY	Union Proposal	See Attached
**ARTICLE 123—INCLEMENT WEATHER/HAZARDOUS CONDITIONS	Union Proposal	See Attached
NEW LOA—SEASONAL AND INTERMITTENT WORKFORCE COMMITTEE	Management Proposal	June 18, 2025
ARTICLE 71—SEASONAL AND INTERMITTENT EMPLOYEES		CCL
NEW LOA—WORKLOAD MODEL		Union Withdraw
ARTICLE 86—WORKLOAD PRIORITIZATION	Union Proposal	June 2, 2025
NEW LOA—32 HOUR WORKWEEK		Union Withdraw

**Need to have sidebar conversation about the issue we are working to solve.

ARTICLE 32--OVERTIME

Section 1. Definition of Time Worked. All time for which an employee is compensated at the regular straight time rate of pay, including work-related telephone calls made to or by an employee after the end of their work-shift, shall be counted as time worked with the following exceptions:

- Holidays which fall on an employee's scheduled day off;
- On-call time (Article 34);
- Penalty payments (Article 40);
- **Interview leave (Article 45);**
- **Inclement or Hazardous Conditions Leave (Article 123).**

Section 2. Overtime Work Definition. Overtime for employees working a regular work schedule is time worked in excess of eight (8) hours per day or forty (40) hours per workweek. Overtime for employees working an alternate work schedule is time in excess of the daily scheduled shift or forty (40) hours per workweek. Overtime for employees working a flexible work schedule is time in excess of the agreed upon hours each day or time in excess of forty (40) hours per workweek. Time worked beyond regular schedules by employees scheduled for less than eight (8) hours per day or forty (40) hours per workweek is additional straight time worked rather than overtime until the hours worked exceed eight (8) hours per day or forty (40) hours per workweek. In a split shift, the time an employee works in a day after twelve (12) hours from the time the employee initially reports for work is overtime.

Section 3. Compensation. All employees shall be compensated for overtime at the rates set out in Section 4. No application of this Article shall be construed or interpreted to provide for compensation for overtime at a rate exceeding time and one-half (1 ½), or to effect a "pyramiding" of overtime and penalty payments.

Section 4. Eligibility for Overtime Compensation.

(a) Overtime-Eligible Positions. Time and one-half (1 ½) their regular hourly rate unless the position is executive, administrative or professional as defined by the Fair Labor Standards Act (FLSA) and ORS 653.269(5)(a) or unless the classification contains direct care nursing employees, in the following classifications or successor classifications:

- 6214 Institution RN
- 6255 Nurse Practitioner

Such time and one-half (1 ½) compensation shall be in the form of cash or compensatory time, pursuant to Articles 32.1-32.5.

In Agencies where there is no contractual limitation on the accumulation of compensatory time the Employer may:

- (1) schedule unilaterally up to forty (40) hours of unused compensatory time per employee per fiscal year, after prior notice of at least five (5) working days to the affected employees; and/or
- (2) pay off in cash some or all of an employee's unused compensatory time once per fiscal year.

(b) Straight-Time-Eligible Positions. Employees in positions, except as identified in Section 4 above, which have been determined to be executive, administrative, or professional as defined by the FLSA and ORS 653.269(5)(a) shall receive time off for authorized time worked in excess of eight (8) hours per day or forty (40) hours per week at the rate of one (1) hour off for one (1) hour of overtime worked subject to limitations of Articles 32.1-32.5.

This time off shall be utilized within the fiscal year earned or shall be lost, except when the scheduling has been extended by the Agency or as otherwise specified below. At ninety

(90) days prior to loss of such straight time, employees shall be notified that they must use or lose the hours. Time earned in the last ninety (90) days may, at the discretion of management, be carried forward into the next fiscal year. However, such carry forward may not increase the total straight time that may be accrued in that year. If time off requests are denied for use of accrued leave before the year ends, these accrued hours will be paid in cash upon forfeiture. Employees will take all necessary steps to request use of straight time during the fiscal year. Employees shall be paid out any unused straight time upon separation from employment.

(c) No overtime is to be worked without the prior authorization of management.

Section 5. Schedule Change. When a change of work schedule is requested by an employee and approved by the Agency, all forms of penalty pay shall be waived by the employee. When a change of work schedule is requested by an employee and approved by the Agency, overtime compensation for that workday, but not for work over forty (40) hours per week, associated with the changed schedule shall be waived.

Section 6. Record. A record of all overtime worked shall be maintained by the Agency.

Section 7. Change in FLSA Status.

(a) DAS shall provide the Union with no less than twenty (20) days written notice of its intent to exempt from overtime a filled bargaining unit position. DAS agrees not to change the position's designation during this twenty (20) day period.

(b) Employees may challenge their position's designation by providing notice and requesting a desk audit to the Agency Human Resources Department. The Agency shall conduct the desk audit and make a determination in writing within thirty (30) days of the request, or as extended by mutual agreement.

- 70 (c) Should the Union decide to contest the proposed change in status, it shall serve DAS with
71 written notice of such intent within twenty (20) days of its receipt of the notice. Should such
72 notice be given, DAS will forego implementing the change in designation for an additional
73 forty (40) days, beyond the initial twenty (20) day period. The purpose of this forty (40) day
74 period is to allow time to investigate whether there are grounds to contest the proposed
75 change in status. If the Union decides to pursue challenging an exemption it must file with
76 Department of Labor (DOL)/Bureau of Labor and Industries (BOLI) prior to the end of this
77 forty (40) day period. In such event, DAS agrees to forego implementing a change in
78 designation until the matter is resolved by way of DOL/BOLI decision, settlement or other
79 manner.
- 80 (d) If timely notice indicating intent to contest the exemption during the initial twenty (20) day
81 period is not received or if the Union does not proceed forward during the subsequent forty
82 (40) day period, the position's designation shall be changed, and the Parties agree not to
83 contest the status of this position during the remainder of this contract term, unless the
84 position's duties should materially change such that the exemption is no longer warranted.
- 85 (e) For purposes of this Section, written notice may occur by personal delivery, fax, email or
86 mail (postmark) within the time frames cited above.

ARTICLE 138--WORKING REMOTELY

Section 1. Oregon state government encourages working remotely where it is a viable option that benefits both the employee and the agency. Use of remote work options promote the health and safety of Oregonians; ensures high-quality work and optimal use of resources for agencies; ensures cultural, equity and accessibility issues are addressed in a meaningful way; and supports flexibility and work-life balance for employees. It also offers the opportunity to be more flexible in interactions with the Oregonians we serve and decreases an agency's impact on the environment. Remote work arrangements are subject to the Working Remotely State Policy (50.050.01) and the terms and conditions of this collective bargaining agreement.

Section 2. Where an employee's duties can be successfully performed away from their primary duty station, an employee is eligible for remote work, upon agency approval.

Section 3. Remote Work Requests. Requests to work remotely may be initiated by the employee and must be reviewed and approved by the employee's supervisor to ensure the position is suitable for work and meets the agency's business and operational needs, as well as those of the agency's customers and the employee. **The supervisor will conduct a specific assessment of an individual employee's unique job duties and circumstances. Ad hoc in person meetings, trainings or other in-person requirements shall not be the sole reason to determine if an employee is ineligible for a remote work agreement.** Remote work agreements must be documented through the working remotely process in the state human resources

information system. Requests to work remotely shall be considered in order of application and responded to within thirty (30) calendar days.

Section 4. Remote Work Denials or Rescissions. No request to work remotely shall be arbitrarily denied, ~~or rescinded,~~ **or permanently modified in any way.** The supervisor

will conduct a specific assessment of an individual employee's unique job duties and circumstances before determining that the employee is not eligible for remote work.

Group cohesion, office morale, or a general business need shall not be a reason deny, rescind, or permanently modify a remote work agreement. If an employee's

request to work remotely is denied, the supervisor must provide a timely written response to the employee documenting the reason(s) for the denial. If an employee's request to work remotely is rescinded, the supervisor must provide the employee with the reason(s) for the rescission in writing. Once a written explanation of the reason(s) for the rescission has been provided, the Employer may rescind the remote work with a minimum of **thirty** ~~ten (30)~~ calendar days advance notice. The employee may rescind their remote work with a minimum of seven (7) days advance notice. Employees who have either rescinded their remote work or had their remote work rescinded by the Employer shall be eligible to be considered for remote work in the future.

Section 5. Request to Temporarily Modify an Existing Remote Work Agreement.

Subject to the operating needs of the Agency, an employee may, with their immediate supervisor's approval, temporarily modify their remote work agreement in a workweek. The Agency shall consider extenuating circumstances in making its decision. Such requests shall not be arbitrarily denied.

Section 6. Inclement Weather/Hazardous Conditions and Existing Remote Work

Agreements. Inclement conditions may arise in remote work locations. If utility providers experience outages that prevent an employee from working, employees may access inclement weather/hazardous conditions leave ([Letter of Agreement 123.00-18-311](#)), unless there is an alternate work location available ([Article 123—Inclement Weather/Hazardous Conditions Leave](#)). **Employees without a current remote work agreement cannot be required to work remotely during inclement or hazardous conditions.**

Section 7. Equipment. The agency provides basic technology equipment and related devices necessary for the employee to perform their assigned job duties at the remote worksite. The equipment and devices are for agency business only and must comply with the agency's desktop security and maintenance policies and practices. Employees will not conduct state business on the following personal equipment: phones, computers, laptops or other information storing devices. Exceptions are subject to the approval of the state Chief Operating Officer. Additional technology and devices may be provided to the employee at the discretion of the agency or in accordance with the Americans with Disabilities Act (ADA).

Employees who work remotely will enter all assets (equipment, office furniture, etc.) provided to them in the state human resources information system.

Section 8. Remote Work Supplies. Remote work office supplies shall be provided by the Agency. Equipment, software or supplies which are provided by the Agency for remote work shall be for the purposes of conducting Agency business only.

Section 9. Remote Worksite. Office furniture shall normally be provided by the employee working remotely. Subject to management approval, employee's working remotely may access the State surplus warehouse for office furniture for their remote work location.

The employee maintains a safe remote workspace. The employee must immediately report to the supervisor any injury that occurs during work hours. The state is not responsible for loss, damage, repair, replacement or wear of personal property.

Section 10. Work Location, Mileage and Travel Time. The employee's normal reporting location will remain the same. In addition, employees may be required to report to Agency or non-Agency locations for purposes such as meetings, training sessions and policy/practice coverage. Business visits, meetings with Agency customers or meetings with co-workers shall not be held at the remote worksite unless approved by the employee's supervisor. Mileage will be paid in accordance with the DAS OAM Travel Policy. Travel time will be compensated in accordance with the Fair Labor and Standards Act (FLSA).

Section 11. Expectations and Goals. Remote work employees and their managers will develop a clear set of expectations and goals for the work to be performed on remote work days. Employees will review and acknowledge the State of Oregon Employees Working Remotely Acknowledgement Form in the state human resources information system.

Section 12. Training. Appropriate training will be provided for participating managers and employees.

Section 13.

(a) Any alleged violations of this article may be appealed directly to the DAS Labor Relations Unit within thirty (30) days of the alleged violation.

(b) Any alleged violations of sections (3) or (4) of this article may be appealed directly to an appeal panel consisting of a representative of the DAS LRU and a Union designee. Decisions and remedies shall be rendered by the panel no later than thirty (30) days after receipt of the appeal by the panel. The decision of the panel will be binding on the process. If the appeal panel cannot reach consensus, the opinions of both panelists will be shared with the employee, and the supervisor will make the final determination.

Section 13. Other Provisions. These provisions are applicable to all Sections listed

above.

(a) Call back and overtime will be handled as outlined in the applicable provisions of this collective bargaining agreement.

(b) Since supervisors must continue to be in a position to evaluate employee performance, certify the accuracy of time sheets and attendance records, and perform a variety of other supervisory responsibilities, employees should anticipate that, in addition to being supervised pursuant to normal office procedures, there will also be the possibility that they will receive telephone calls at the mobile number employees have designated in their remote work arrangement.

(c) In the event of a work stoppage, remote work arrangements utilized by represented employees shall be suspended.

~~(d) Any alleged violations of this Article may only proceed through the DAS Labor Relations Unit (Step 3) and are not arbitrable.~~

(e) Members will waive no right to Union representation as enumerated in this collective bargaining agreement or as guaranteed by the law.

(f) **Employees who were recruited and hired as a fully remote worker cannot have their agreement modified or rescinded.**

(See Letter of Agreement [138.00-23-490](#) in Appendix A)

NEW: 2019. REV: 2021,2023

ARTICLE 123--INCLEMENT OR HAZARDOUS CONDITIONS**Section 1. Closures and Curtailments.**

(a) Closures and curtailments will be announced through pre-designated sites, which may include internet websites, telephone trees, radio stations and/or television media. The Agency shall notify employees of these designated sites and post the notices on Agency bulletin boards by November 1 of each year.*

(b) The Employer/Agency designated official(s) may close or curtail offices, facilities, or operations because of inclement weather, hazardous conditions or the worksite being inaccessible in accordance with the statewide Temporary Interruption of Employment Policy (60.015.01). The Employer/Agency will make reasonable efforts to announce such closure or curtailment to employees no later than 5:00 a.m. When a closure is announced after a curtailment has already been announced or a curtailment is extended, the Employer/Agency will announce the change as soon as the decision is made. However, the Parties recognize that circumstances may delay the notice, in which case, the Employer/Agency will announce the closure or curtailment as soon as the decision is made.

Notifications do not apply to employees who are essential employees.

(c) Where there is an Employer/Agency has announced a delayed opening pursuant to Section 1(be), employees are responsible for continuing to monitor the reporting sites for updated information related to the delay or potential closure. Employees may be allowed up to two (2) hours commuting time as reasonably needed to report for work after a delayed opening has been announced. Where an employee arrives

late due to this extended commute, they may temporarily modify their schedule with manager's approval, or cover the time with accrued sick leave, vacation, compensatory time off, personal leave or approved leave without pay.

Section 2. Inclement Weather and Hazardous Conditions Leave for Fair Labor Standards Act (FLSA) Non-Exempt Permanent, Limited Duration, and Seasonal Employees (Non-essential).

~~(a) Curtailment (Delayed Opening). In the event of a curtailment (delayed opening), the affected employee shall be allowed to access inclement weather/hazardous conditions leave for the duration of the curtailment that occurs during their regularly schedule work day, up to forty (40) hours a biennium.~~

(b) Full Day Closure or Curtailment (Delayed Opening). In the event of a full day closure or curtailment, the employee may, with prior supervisory approval, work from home or an alternate work location. Alternate worksites assigned will not be more than fifty (50) miles from the employee's original worksite.

(1) The employee will use accrued vacation hours, compensatory time off, personal leave time, leave without pay or inclement weather/hazardous conditions leave (not to exceed eighty ~~forty~~ **(8040)** hours a biennium) in any of the following situations

- i. When no work is available,
- ii. When no alternate work location is available, or
- iii. the employee is approved to work from home, but is unable to do so for reasons beyond their control.

If the employee declines to work from an alternate worksite, the employee will use accrued vacation hours, compensatory time off, personal leave time, or leave without pay.

(2) The employee may, with Agency prior approval, temporarily adjust their work hours during the same workweek to make up for hours not worked. The Agency shall not suffer any overtime or penalty payments as a result of this schedule change. The employee may be approved to temporarily modify their work schedule to engage in training through the electronic employee training platform or other Agency approved resources remotely. Employees engaging in these options will waive their shift differential for such time.

(3) Once the ~~eighty~~ forty (~~80~~ 40) hours of inclement weather/hazardous conditions leave is used, if there are more Agency closures or curtailments during the biennium, the employee will use accrued vacation hours, personal leave or compensatory time off, leave without pay or, with prior Agency approval, temporarily adjust their work hours during the same workweek. The Agency shall not suffer any overtime or other penalty payments as a result of the change in schedule.

(4) Employees will not be eligible for inclement/hazardous conditions leave when their regular days off occur on a day the Agency closes an office or facility, or when the employee is on prescheduled leave or already scheduled to work from an alternate location. Only employees who are scheduled to report to work at the location which is closed or curtailed, the day of the closure or curtailment, are eligible for any use of the inclement weather leave.

- (5) Inclement weather/hazardous conditions leave shall not count as hours worked for the purpose of overtime calculation.
- (6) Inclement weather/hazardous conditions leave not used during a biennium will be lost and will not be rolled over into the next biennium. Inclement weather/hazardous conditions leave is not compensable if the employee separates from state service.
- (7) Part-time and job share employees shall be granted such leave in a prorated amount of ~~eighty~~ forty (40) hours per biennium based on the same percentage or fraction of FTE (full-time equivalent) they are hired to work.
- (8) Seasonal employees shall be granted a prorated amount of leave based on the amount of time anticipated they will work in the biennium at the time of hire. For example, if the employee is being hired for a six (6)-month equivalent FTE, they would receive ten (10) hours. The time will not be re-adjusted if the employee is hired into subsequent seasonal positions within the biennium or works longer than originally anticipated.
- (9) When, in the judgement of the Agency, inclement weather/hazardous conditions require the closing of an office or facility following the beginning of an employee's shift, the employee shall be paid for the remainder of the shift when no work is available, when no alternate work location is available, or the employee is approved to work from home, but is unable to do so for reasons beyond their control. If the employee declines to work from an alternate worksite, the employee will use accrued vacation hours, compensatory time off, personal leave time, or leave without pay.

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93 **Section 3. FLSA-Exempt Permanent, Limited Duration, and Seasonal Employees**

94 **(Non-essential).** Pursuant to the FLSA, an exempt employee shall be paid for the work
95 shift. An FLSA-exempt employee may be required to use paid leave where the closure
96 applies to that employee for one (1) or more full workweek(s).

97 **Section 4. Late or Unable to Report.** Except as provided for in Section 6 of this Article,
98 where the Agency remains open and an employee notifies their supervisors that they are
99 unable to or will be late in reporting for work due to inclement weather or hazardous
100 conditions, the employee shall use accrued vacation leave, compensatory time off,
101 personal leave, or leave without pay.

102 **Section 5. Employees on Pre-Scheduled Leave.** If an employee is on pre-scheduled
103 leave the day of inclement weather or hazardous conditions, the employee will be
104 compensated according to the approved leave.

105 **Section 6. Essential Employees.**

106 (a) For purposes of this Article, essential employees are employees who cannot perform
107 their core job duties from a remote work location.

108 (b) The Agency shall maintain a list(s) of essential employees for inclement weather
109 and hazardous conditions. Essential employees shall be notified of this designation
110 no later than November 1 of each year or upon hire. Such designations may be
111 modified with two (2) weeks advance notice to the affected employee(s).

112 **Section 7. Non-Essential Workers Required During Inclement Weather/Hazardous**

113 **Condition. When a situation arises that a non-essential employee is required**
114 **requires management to direct a non-essential worker to report to work, in-person,**

during an Inclement Weather/Hazardous Conditions event, the employee shall receive the Essential Worker Inclement Weather/Hazardous Conditions Pay differential under Article 26, Section 14.

Section 8 7. Evacuated from Home. Employees who have been evacuated from their homes shall be eligible to use inclement weather/hazardous condition leave not to exceed a combined total of forty (40) hours per biennium.

Section 9 8. Inclement Weather/Hazardous Conditions and Existing Remote Work Agreements. Inclement conditions may arise in remote work locations. If utility providers experience outages that prevent an employee from working, employees may access inclement weather/hazardous conditions leave, unless there is an alternate work location available. If an employee declines an alternate worksite, the employee shall use accrued vacation leave, compensatory time off, personal leave, or leave without pay.

Section 10 9. Use of the inclement weather/hazardous conditions leave for either curtailment of full-day closures shall not exceed a combined total of ~~eighty~~ **forty (40)** hours per biennium.

Section 9 10. Temporary Employees. Non-exempt employees will be unscheduled from work and FLSA-exempt temporary employees will be in paid status for closures less than one (1) full workweek and unscheduled from work for closures more than one (1) full workweek under this Article unless the temporary appointment ends.

(See also Human Services Coalition Letter of Agreement [123.1M-19-329](#) in Appendix A.)

137 ***The State will add the factors that are used to decide closures to the Temporary**
138 **Interruption of Employment Policy (60.015.01).**
139

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Union Proposal
July 16, 2025

UNION PACKAGE PROPOSAL - M

ARTICLE/LOA	VERSION	DATE OF REFERENCE
ARTICLE 4—TERM OF AGREEMENT	Management Proposal	March 20, 2025
ARTICLE 26—DIFFERENTIAL PAY	Union Proposal	See Attached
ARTICLE 27—SALARY INCREASE	Union Proposal	See Attached
ARTICLE 31—INSURANCE	Union Proposal	July 10, 2025
LOA 27.00-19-364—PERS PICKUP TRANSITION	Management Proposal	Continue LOA
LOA 31.00-13-248—PEBB MEMBER ADVISORY COMMITTEE	Management Proposal	Continue LOA
LOA 31.00-13-252—PEBB PROJECTED FUNDING COMPOSITE RATE AND COLA	Management Proposal	Continue LOA
NEW LOA - STUDY OF IN-PERSON EMPLOYEES	Union Proposal	July 10, 2025
NEW LOA – WAGE PARITY	Union Proposal	February 2, 2025
ARTICLE 66 – VACATION LEAVE	Union Proposal	June 5, 2025
NEW LOA – LANGUAGE DIFFERENTIAL	Union Proposal	See Attached

ARTICLE 26--DIFFERENTIAL PAY**Section 1. Geographic Area Pay.**

- (a) Classifications C4001, C4003, C4004, C4005, C4007, C4008, C4009, C4018, C4020, C4021, C4116:

Prevailing basic rates in specific geographic areas for employment of limited duration less than one-hundred twenty (120) days will be approved. Employees paid at such rates will not be eligible for vacation, sick leave, or holiday benefits. Such rates will be paid only for construction work.

- (b) A differential, not to exceed twenty-five percent (25%) over the base rate, may be paid a permanent, nonresident classified employee upon request of the Appointing Authority. The amount of the differential must be approved by administrators of the Budget Division and Labor Relations Unit. An employee would not be entitled to a per diem expense allowance in lieu of the differential.

Section 2. Special Duty Pay.

- (a) High Work Differential: When an employee is required to perform work more than six (6) feet directly above the ground or water and is required to use personal fall arrest systems, personal fall restraint systems or boatswain chairs, the employee shall receive a high work differential.

Rate: One dollar and fifty cents (\$1.50) per hour.

- (b) UBIT Differential: When an employee is required to operate an under bridge inspection truck (UBIT), the employee shall receive four dollars (\$4.00) per hour for all hours worked performing these duties. When applied, the differential includes all time worked on the job site, but not travel time to and from the job site.

- (c) Forestry employees who work from light fixed-wing aircraft or helicopters for work assignments involving flying grid patterns or low-altitude spotting shall receive a differential of one dollar and fifty cents (\$1.50) per hour for actual air-time time only.

Employees who are being transported to a job site, normal courier duties, point-to-point travel, or similar circumstances shall not qualify for this differential. (Pilots are excluded from any part of this provision.)

- (d) Diving Differential:

Eligibility: Employees whose work assignment requires the use of self-contained underwater breathing apparatus or other sustained underwater diving equipment and who pass current certification for the use of such equipment will receive a differential of five dollars (\$5.00) per hour or any fraction thereof, for actual diving time.

(e) ODOT DMV and/or ODOT IS Inmate Differential. DMV employees regularly assigned, and ODOT IS employees who are temporarily assigned, to work directly with inmates inside the security fences at State of Oregon correctional facilities will receive a five percent (5%) pay differential. The employees will receive this additional five percent (5%) above their current rate of pay for all hours worked during this assignment.

(f) ODOT Only: An employee who is selected by management and assigned, in writing, to instruct or facilitate specific training identified by management shall receive an additional one dollar (\$1.00) per hour above their current rate of pay for all hours they are conducting this training. Employees are not eligible for the one dollar (\$1.00) per hour differential when they are mentoring or providing on-the-job training to a coworker.

(g) Chain Enforcement (ODOT only): An employee who is assigned to enforce chain usage on the side of the road or in chain-up areas shall receive an additional four dollars (\$4.00) per hour above their current rate of pay for all hours worked during the assignment.

(h) Fire Command Differential: Forestry employees in a job classification at or under salary range twenty-four (24) resource ordered to an incident under the following National Wildfire Coordination Group (NWCG) qualifications shall receive a differential of twenty dollars (\$20.00) per hour while resourced on incident. NWCG Qualifications: Agency Representative, Area Commander, Incident Commander Complex, Incident Commander Type 1, Incident Commander Type 2, Incident Commander Type 3, Incident Commander Type 4, Incident Commander Type 5, Liaison Officer, Public Information Officer Complex, Public Information Officer Type 1, Public Information Officer Type 2, Public Information Officer Type 3, Public Information Officer, Technician, Safety Officer Complex, Safety Officer Type 1, Safety Officer Type 2, Safety Officer Type 3, Safety Officer, Field, Finance/Administration Section Chief Type 3, Finance/Administration Section Chief Type 2, Finance/Administration Section Chief Type 1, Finance/Administration Section Chief Complex, Logistics Section Chief Type 3,

Logistics Section Chief Type 2, Logistics Section Chief Type 1, Logistics Section Chief Complex, Division/Group Supervisor, Operations Section Chief Type 3, Operations Section Chief Type 2, Operations Section Chief Type 1, Operations Section Chief Complex, Planning Section Chief Type 3, Planning Section Chief Type 2, Planning Section Chief Type 1, Planning Section Chief Complex.

- (i) ODHS Only: Employees who perform visits in unregulated environments, such as private residences, to conduct investigations for allegations of abuse and/or neglect shall be paid an additional ten percent (10%) above their base rate.

Section 3. Special Qualifications Pay.

- (a) Medical Consultants: Medical Consultants (U7538) working in the ODHS-DDS program shall receive a Board Certification differential of an additional seven and one-half percent (7.5%) for the first Board Certification in one (1) specialty held and ten percent (10%) if two (2) or more specialty certifications are held. This differential will only be paid for those specialties or certifications recognized by the American Board of Medical Specialties, American Osteopathic Association, American Board of Professional Psychology, American Board of Professional Disability Consultants, ~~or~~ American Board of Medical Psychotherapists, or National Board of Physicians and Surgeons.

- (b) Bilingual: A differential of seven point five ~~five~~ percent (7.55~~5~~%) over base rate will be paid to employees in positions which specifically require bilingual skills (i.e., translation to and from English to another foreign language or the use of sign language*) as a condition of employment. The interpretation and translation skills must be assigned and contained in an employee's individual position's position description. Only employees receiving a bilingual or multilingual differential will be required to provide interpretation or translation services on behalf of their Agency.

*NOTE: This differential will be paid to School for the Deaf employees excluding intermittents whose assignments require the use of sign language. Such payment will be made in accordance with the level of proficiency assigned by management, beginning the first day of the month following the employee's successful evaluation of the expected sign

skill level for their position. Employees in the other Agencies will be paid this differential only when such bilingual sign requirements are assigned.

- (d) Multilingual: Employees whose positions require multilingual skills (i.e., translation to and from English to two (2) or more foreign languages*) as a condition of employment will receive the bilingual differential plus an additional two point five percent (2.5%) for each additional language. ~~A differential of ten percent (10%) over base rate will be paid to employees in positions which require multilingual skills (i.e., translation to and from English to two (2) or more foreign languages*) as a condition of employment.~~ The interpretation and translation skills must be assigned in writing for multiple languages and must be contained in an employee's individual position's position description. Only employees receiving a bilingual or multilingual differential will be required to provide interpretation or translation services on behalf of their Agency.

*NOTE: American Sign Language will count as one (1) of the two (2) foreign languages for purposes of the multilingual differential.

- (f) Certified Bridge Worker: Employees in the classifications of Transportation Maintenance Specialist 2 (C4152), Transportation Maintenance Coordinator 1 (C4161) and Transportation Maintenance Coordinator 2 (C4162) who are members of a Bridge Crew and hold a certification in either structural welding or boom operation will, upon submitting proof of such certification, receive a five percent (5%) "Certified Bridge Worker" pay differential above their base rate of pay. Employees receiving this differential are also eligible for the High Work differential (Section 2(a)) to be paid for all hours actively engaged in this work and meeting the High Work Differential requirements.

- (g) Pesticide/Herbicide Spray. An employee who possesses a valid pesticide/herbicide license shall receive four dollars ~~two dollars and seventy-five cents (\$2.75 \$4.00)~~ per hour for actual hours worked when assigned work involving the preparation, the handling, and/or the application of pesticides/herbicides and any associated clean-up work.

Licensed pesticide/herbicide applicators who drive for other licensed pesticide/herbicide applicators, while applying pesticides/herbicides, shall receive the same hourly differential for actual hours worked.

- Employees that do not have a pesticide applicator license shall not be assigned work relating to the preparation, handling, and/or the application of pesticides or herbicides.

- 122
- 123 (h) Tree Faller. Employees who hold a current Advanced Tree Faller certification (Forestry FAL
- 124 1, OPRD Level 3, ODOT Level 3 or 4) shall receive twelve dollars and fifty cents (\$12.50)
- 125 per day when evaluating, falling or bucking advanced level trees or when training/certifying
- 126 another employee who is an Advanced Tree Faller trainee. The differential does not apply
- 127 when the tree faller is in training or participating in their own certification activities.
- 128 (i) Engineering and/or Geologist License (Forestry and DOGAMI). Employees in the
- 129 classification of Natural Resource Specialist 4, who are required to be licensed per the
- 130 requirements of ORS Chapter 672 and their position description, shall be paid an additional
- 131 five percent (5%) above their base rate.

132 **Section 4. Student Trainee Pay.**

- 133 (a) Student Professional Forester Worker (C8235)
- 134 When hiring a Student Professional Forester Worker, if:
- 135 • the worker has completed one (1) year of Natural Resources or a related field at a
 - 136 recognized college or university, Step 3 of the salary range is recommended.
 - 137 • the worker has completed two (2) years of Natural Resources or a related field at a
 - 138 recognized college or university, Step 4 of the salary range is recommended.
 - 139 • the worker has completed three (3) years of Natural Resources or a related field at a
 - 140 recognized college or university, Step 5 of the salary range is recommended.
 - 141 • the worker has completed four (4) years of Natural Resources or a related field at a
 - 142 recognized college or university, Step 6 of the salary range is recommended.

143 **Section 5. Shift Differential.**

- 144 (a) Eligibility. All employees required to work a designated schedule shall be paid a differential
- 145 as outlined in Subsections (b) and (c) below, for each hour or major portion thereof (thirty
- 146 (30) minutes or more), worked between 6:00 p.m. and 6:00 a.m. and for each hour or major
- 147 portion thereof worked on Saturday or Sunday. When a work schedule is requested by an
- 148 employee and approved by the Agency, and the requested schedule contains hours outside
- 149 of the hours designated for the employee's position by the Agency, shift differential pay shall
- 150 be waived by the employee for the hours affected by the change.

(b) All Agencies, except OSH: Registered Nurses and Nurse Practitioners will receive a shift differential of four dollars and fifty cents (\$4.50) per hour. Licensed Practical Nurses will receive a shift differential of two dollars (\$2.00).

(c) All other personnel will receive a differential of three dollars ~~one dollar and fifty cents~~ (\$3.00~~1.50~~) per hour.

Section 6. Leadwork Differential.

(a) Leadwork differential shall be defined as a differential for employees who have been formally assigned by their supervisor in writing, “leadwork” duties for ten (10) consecutive calendar days (or the equivalent thereof for alternate or flexible schedules) or longer provided the leadwork or team leader duties are not included in the classification specification for the employee’s position. Leadwork is where, on a recurring daily basis, the employee has been directed to perform substantially all of the following functions: to orient new employees, if appropriate; assign and reassign tasks to accomplish prescribed work efficiently; give direction to workers concerning work procedures; transmit established standards of performance to workers; review work of employees for conformance to standards; and provide informal assessment of workers’ performance to the supervisor.

(b) The differential shall be five percent (5%) beginning from the first day the duties were formally assigned in writing for the full period of the assignment.

(a) Leadwork differential shall not be computed at the rate of time and one-half (1 ½) for the time worked in an overtime or holiday work situation. However, leadwork differential shall be included in calculation of the overtime rate of pay. If an employee receives more than one (1) differential (except overtime as mandated by the FLSA), the differentials will be calculated on the base so that no “pyramiding” occurs (i.e., if an employee is receiving the leadworker differential and an out-of-classification differential, the two (2) differentials would be calculated separately and then added on to the base pay). ~~or to effect a “pyramiding” of work out of classification payments.~~

(c) Leadwork differential shall not apply for voluntary training and development purposes which are mutually agreed to in writing between the supervisor and the employee.

(d) If an employee believes that they are performing the duties that meet the criteria in Subsection (a), leadworker, but the duties have not been formally assigned in writing, the

employee may notify the Agency Head in writing. The Agency will review the duties within fifteen (15) calendar days of the notification. If the Agency determines that leadwork duties were in fact assigned and are appropriate, the leadwork differential will be effective beginning with the day the employee notified the Agency Head of the issue.

If the Agency determines that the leadwork duties were in fact assigned but should not be continued, the Agency may remove the duties during the fifteen (15) day review period with no penalty.

If the Agency concludes that the duties are not leadwork, the Agency shall notify the employee in writing within fifteen (15) calendar days from receipt of the employee's notification to the Agency Head.

Section 7. Leadwork Differential. Employment Department.

~~(b) Leadwork differential will be paid to employees who are formally assigned in writing to perform leadwork provided the leadwork or team leader duties are not included in the classification specification for the employee's position. Leadwork is where an employee has been formally assigned to do substantially all of the following: to orient new employees, if appropriate; assign and reassign tasks to accomplish prescribed work efficiently; give direction to workers concerning work procedures; transmit established standards of performance to workers; review work of employees for conformance to standards; and provide informal assessment of workers' performance to the supervisor.~~

~~(c) The differential shall be five percent (5%) beginning from the first day the duties were formally assigned in writing.~~

~~(d) If an employee receives more than one (1) differential (except overtime as mandated by the FLSA), the differentials will be calculated on the base so that no "pyramiding" occurs (i.e., if an employee is receiving the leadworker differential and an out-of-classification differential, the two (2) differentials would be calculated separately and then added on to the base pay).~~

~~(e) Leadwork differential shall not apply for voluntary training and development purposes which are mutually agreed to in writing between the supervisor and the employee.~~

~~(f) If an employee believes that they are performing the duties of a leadworker but the duties have not been formally assigned in writing, they may submit the matter for resolution as per~~

~~the dispute resolution process, or through the grievance procedure (as for example, classification review, work out of class).~~

Section 8. Leadwork Differential. ODOT Highway Division, TMS1, TMS2 and Transportation Operations Specialist.

(a) Leadwork differential shall be defined as a differential for employees who have been formally assigned by their supervisor "leadwork" duties for five (5) days (or the equivalent thereof for alternate or flexible schedules) or longer in a calendar month; or five (5) (or the equivalent thereof for alternate or flexible schedules) consecutive calendar days or longer that span the end of one (1) month and the beginning of the next month. In no case shall days be counted twice to meet the leadwork pay qualification.

(b) Leadwork is where, on a recurring daily basis, while performing essentially the same duties as the workers led, the employee has been directed to perform substantially all of the following functions: to orient new employees, if appropriate; assign and reassign tasks to accomplish prescribed work efficiently; give direction to workers concerning work procedures; transmit established standards of performance to workers; review work of employees for conformance of standards and provide informal assessment of workers' performance to the supervisor.

Section 9. Leadwork Differential. State Library.

~~(a) Team Coordinator differential shall be defined as a differential for employees who have been formally assigned in writing "team coordinator" responsibilities for a specific team on a recurring daily basis, for a designated length of time that extends beyond ten (10) consecutive calendar days (or the equivalent thereof for alternate or flexible schedules).~~

~~(b) Team Coordinator responsibilities shall include substantially the following roles: monitor team progress in meeting performance goals; coordinate team workflow to accomplish the work efficiently; coordinate team development processes; identify, plan, and approve training; assist in hiring of new team members; orient new employees; review team member timesheets; give feedback to team members concerning work procedures; and serve as communication liaison between the team and management.~~

~~(c) The Team Coordinator differential shall be five percent (5%) beginning from the first day the duties were formally assigned in writing for the full period of the assignment.~~

~~(d) If an employee receives more than one (1) differential (except overtime as mandated by the FLSA), the differentials will be calculated on the base so that no “pyramiding” occurs (i.e., if an employee is receiving the Team Coordinator differential and an out of classification differential, the two (2) differentials would be calculated separately and then added on to the base pay).~~

Section 10. Differential Pay IS Team Lead.

(a)

(1) Bargaining unit employees occupying positions that are classified as Information Specialist 1-8 will be eligible for the differential in accordance with subsection (5) below.

(2) The differential shall be ten percent (10%) beginning from the first (1st) day the duties were formally assigned in writing.

(3) Bargaining unit employees shall not be eligible for any work out-of-class pay, leadwork differentials or any other premium pay except for overtime and penalty payments as compensation for team leader duties. If an employee receives more than one (1) differential (except overtime as mandated by the FLSA), the differentials will be calculated on the base so that no “pyramiding” occurs (i.e., if an employee is receiving the team leader differential and out-of-class differential, the two (2) differentials would be calculated separately and then added onto the base pay).

(4) The differential shall be ten percent (10%) above the employee’s base salary rate.

(5) For a bargaining unit employee to be eligible for the differential, the Agency must formally assign the employee in writing to perform team leader duties, the employee leads a team of employees and performs substantially all of the following duties under supervisory direction:

(A) Plans for short and long term needs of team, including such areas as technology to be used, user requirements, resources required, training necessary, methods to accomplish work, multiple project timelines and competing priorities.

(B) Establishes and coordinates multiple interrelated project schedules for all projects on which the team is working.

- (C) Works directly with multiple users to identify broad user needs and requested timelines when projects are submitted for the team.
- (D) Provides technical/operation guidance to contractors and monitors quality assurance.
- (E) Develops technical standards and monitors team members' work for compliance.
- (F) Performs leadwork duties on a recurring daily basis, as listed in Article 26, Section 6 of the Master Agreement, which are to orient new employees, if appropriate, assign and reassign tasks to accomplish prescribed work efficiently, give direction to workers concerning work procedures, transmit established standards of performance to workers, review work of employees for conformance to standards and provide informal assessment of workers' performance to the supervisor.
- (b) Bargaining unit employees shall not be eligible for the differential if they are on voluntary developmental training assignments.
- (c)
- (1) If an employee believes that they are performing the duties that meet the criteria stated in Subsection a(5), but the duties have not been formally assigned in writing, the employee may notify the Agency Head in writing. The Agency will review the duties within fifteen (15) calendar days of the notification. If the Agency determines that Information Services Team Leader duties were, in fact, assigned and are appropriate, the differential will be effective beginning with the day the employee notifies the Agency Head of the issue.
- (2) If the Agency determines that the duties were, in fact, assigned but should not be continued, the Agency may remove the duties during the fifteen (15) day review period with no penalty.
- (3) If the Agency concludes that the duties are not Information Services Team Leader duties, the Agency shall notify the employee in writing within fifteen (15) calendar days from receipt of the employee's notification to the Agency Head.

Section 11. Work Out-of-Classification.

- (a) When an employee is assigned for a limited period to perform the duties of a position at a higher level classification for more than ten (10) consecutive calendar days (or the equivalent

thereof for alternate or flexible schedules), the employee shall be paid five percent (5%) above the employee's base rate of pay or the first step of the higher salary range, whichever is greater.

When assignments are made to work out-of-classification for more than ten (10) consecutive calendar days (or the equivalent thereof for alternate or flexible schedules), the employee shall be compensated for all hours worked beginning from the first day of the assignment for the full period of the assignment.

Agencies may provide an additional five percent (5%) differential if the work out-of-class would not result in additional compensation for the employee. Agencies must document the reasons for the exception.

(b) An employee performing duties out-of-classification for training or developmental purposes shall be informed in writing of the purpose and length of the assignment ~~during which there shall be no extra pay for the work~~. A copy of the notice shall be placed in the employee's file.

(c) An employee who is underfilling a position shall be informed in writing that they are an underfill, the reasons for the underfill, and the requirements necessary for the employee to qualify for reclassification to the allocated level. Upon gaining regular status and meeting the requirements for the allocated level of the position, the employee shall be reclassified.

(d) Assignments of work out-of-classification shall not be made in a manner which will subvert or circumvent the administration of this Article.

Section 12. Work Out-Of-Classification Pending Upward Reclassification.

Agency Initiated Work Out-of-Classification Pending Upward Reclassification.

(a) If an Agency wishes to reclassify a position upwards, the Agency will gain approval from DAS CHRO the higher classification is appropriate. When an Agency receives approval from DAS CHRO agreeing a reclassification upward is appropriate, the Agency will pay work out-of-classification pending reclassification effective the date the Agency requested approval from DAS CHRO.

(b) The amount of work out-of-class pending reclassification will be determined by the internal pay assessment.

- (c) The internal pay assessment shall be conducted using those performing work of a comparable character in the higher classification.
- (d) The differential will be a dollar amount.
- (e) The differential shall place the employee on the next higher step in the higher classification or on an appropriate higher step as determined by the internal pay assessment, whichever is greater.
- (f) Employees at the top step of their current job classification will have the differential adjusted to the next step in the higher salary range annually on their salary eligibility date until their base salary plus the work out-of-classification pending reclassification reaches the top step of the higher salary range.
- (g) Employees will have the differential adjusted due to changes to the base salary (e.g. COLA or step increase).
- (h) Agencies will designate the reason for the work out-of-class in the state human resources information system as Work Out-of-Classification – Pending Upward Reclassification.

Article 81 Initiated Work Out-of-Classification Pending Upward Reclassification.

- (a) Work out-of-classification pending upward reclassification as a result of a request for classification review under Article 81, Section 2 shall be effective the date the reclassification request was received by the Agency.
- (b) The amount of work out-of-class pending reclassification will be determined by the internal pay assessment.
- (c) The internal pay assessment shall be conducted using those performing work of a comparable character in the higher classification.
- (d) The differential will be a dollar amount.
- (e) The differential shall place the employee on the next higher step in the higher classification or on an appropriate higher step as determined by the internal pay assessment, whichever is greater.
- (f) Employees at the top step of their current job classification will have the differential adjusted to the next step in the higher salary range annually on their salary eligibility date until their base salary plus the work out-of-classification pending reclassification reaches the top step of the higher salary range.

(g) Employees will have the differential adjusted due to changes to the base salary (e.g. COLA, step increase, etc.)

(h) Agencies will designate the reason for the work out-of-class in the state human resources information system as Work Out-of-Classification – Pending Reclassification.

Section 13. Work Out-of-Classification. ODOT.

(a) Transportation Maintenance Specialists. In addition to any entitlement to work out-of-classification pay pursuant to Section 10 of this Article, notwithstanding Transportation Maintenance Specialist 1s who are assigned to a TMS 2 Maintenance crew by their supervisor and who independently perform work consisting of sweeping, snow removal, sanding, de-icing or removal of land/rock slide materials from roadways at the Transportation Maintenance Specialist 2 (TMS 2) level shall be paid a differential of five percent (5%) over their base rate of pay for all hours of such work. Operation of heavy earth-moving equipment on land/rock slides and operation of a pick-up broom for sweeping are considered TMS 2 level work, whereas traffic control activities such as flagging, operating pilot vehicles and setting signs are not considered TMS 2 level work.

(b) Self-Managed Crews. Where the Agency utilizes self-managed work crews, crew members, including positional leaders, may not be entitled to work out-of-classification payments at the supervisory level unless they assume a majority of duties specific to that classification.

Section 14. Essential Worker Pay. When a situation exists that would otherwise close or curtail state offices, essential workers having to report to work, in-person, shall receive the Essential Worker Inclement Weather/Hazardous Conditions Pay differential. **When a situation arises that a non-essential employee is required to report to work, in-person, during an Inclement Weather/Hazardous Conditions event, the employee shall receive the Essential Worker Inclement Weather/Hazardous Conditions Pay differential.**

The Essential Worker Inclement Weather/Hazardous Conditions Pay differential shall be **four** ~~three~~-dollars (\$~~34.00~~) per hour for all hours worked on a designated closure or curtailment day, regardless of the starting or ending time of the designated closure or curtailment.

DAS or ODOT will determine if a closure would have occurred on a weekend and/or a holiday when state offices are otherwise closed.

Section 15. Lateral Classification Assignment Differential. When an employee is temporarily assigned for a period of ten (10) or more consecutive calendar days (or the equivalent thereof for alternate or flexible schedules) to a lateral classification within the same salary range base number and the salary is a higher salary schedule, the employee shall be paid at the lowest step in the new schedule that provides the employee an increase in their base or adjusted rate of pay (if any).

Section 16. Underfill Differential. When the agency selects an employee to fill a higher-level classification position as an underfill, the employee shall be notified in writing that they are an underfill, provided with the reasons for the underfill, and informed of the requirements needed to meet the minimum qualifications of the position's classification.

(a) The agency's appointing authority or management designee will conduct an internal assessment to determine the appropriate dollar amount of the underfill differential. The assessment will be conducted using the work of a comparable character in the higher-level classification.

(b) If the assessment results in a step equal to or below the employee's current pay rate, the differential will be a dollar amount based on 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%), the agency will apply the next higher step in the new classification's salary range.

(c) If the assessment results in a step above the employee's current pay rate, the agency will use the outcome of the assessment to determine the dollar amount of the differential. If this increase is still less than two-point five percent (2.5%), the agency use the next higher step in the new classification's salary range to determine the dollar amount of the differential.

(d) The differential will be adjusted due to changes to the base salary (e.g. COLA or step increase).

(e) Once the employee meets the minimum qualifications of the position, the Agency shall administratively move the employee to the higher classification and the underfill differential shall be removed. This action is not considered a reclassification.

(f) New Hire

- I. The agency's appointing authority or management designee will conduct an internal assessment to determine the appropriate dollar amount of the employee's base position upon hire before determining the underfill differential.
- II. When the employee is administratively moved to the higher position, the benefit service date remains unchanged.

(g) Current State Employee

- I. The employee's benefit service date is set out six (6) months from the date of placement into the underfill position. The employee will be eligible for a step increase at the conclusion of the six months from the date of placement into the underfill and annually thereafter until they have reached top step in the higher classification's salary range, consistent with the collective bargaining agreement.
- II. The benefit service date shall remain the date determined by subsection (II).

(See also Institutions Coalition Letters of Agreement 26.2C-15-274 & 26.2C-18-383 & 26.2C-19-340 & 26.2C-19-358 26.2C-21-405 & 26.2C-21-412 & 26.2C-23-447 & 26.2C-23-449 & ODOT Coalition Letter of Agreement 26.3A-13-250 & 26.3C-22-420 & Special Agencies Coalition 26.5-21-407 in Appendix A.)

~~Section 16. In-Person Work Differential. When an employee is required to report to work in person the employee shall be paid a differential of one dollar (\$1.00) per hour for actual hours worked.~~

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ARTICLE 27--SALARY INCREASE

Section 1. Cost of Living Adjustments. Effective November 1, 2025 ~~2023,~~

Compensation Plan salary rates shall be increased by a percentage equal to the percentage increase in the CPI-W from October 2023 to September 2024 twelve (12) month period compared to the October 2024 to September 2025 twelve (12) month period, minimum two percent (2%), maximum three point five percent (3.5%) ~~–six~~

~~and five tenths percent (6.5%).~~ Effective November 1, 2026 ~~January 1, 2025,~~

Compensation Plan salary rates shall be increased by a percentage equal to the percentage increase in the CPI-W from October 2024 to September 2025 twelve (12)

month period compared to the October 2025 to September 2026 twelve (12) month

period plus two percent (+2%), minimum three percent (3%), maximum four point

five percent (4.5%) ~~–six and fifty five hundredths percent (6.55%).~~ (See Appendix C &

E.)

~~* If the legislature appropriates new funding of at least thirteen million dollars (\$13,000,000) in calendar year 2024, the 2025 cost-of-living adjustment will be effective~~

~~January 1, 2025. If the legislature does not appropriate at least thirteen million dollars~~

~~(\$13,000,000) in calendar year 2024, the 2025 cost-of-living adjustment will be effective~~

~~February 1, 2025.~~

Effective November 1, 2026, an additional step shall be added to all salary ranges.

Employees who are topped out as of November 1, 2026 will be moved to the next

step in the salary range on November 1, 2026.

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Section 2. Compensation Plan for Non-Strikeable Unit. The Parties agree to maintain a separate wage compensation plan for SEIU Local 503, OPEU-represented employees in the non-strikeable unit, including employees at Oregon State Hospital in positions designated as security. (See Appendix D.)

Section 3. Compensation Plan Changes.

(a) **Selective Salary Increases.** Effective July 1, 2023 **2025**, the classifications listed below shall be adjusted as follows:

CLASS	CLASS TITLE	SALARY RANGE #	
		FROM	TO
6440	District Veterinarian	29	32
6821	Medical Laboratory Technician 2	20	21
6503	Physical Therapist	31T	33T
0251	State Library Specialist 1	12	13
1117	Research Analyst 3	26	27
1481-1488	Information Systems Specialist Series	Class Study	
1486 Information Systems Specialist 6 Add 5% to all steps in SR			
1487 Information Systems Specialist 7 Add 10% to all steps in SR			
1488 Information Systems Specialist 8 Add 5% to all steps in SR Remove bottom 2 steps and add 2 steps at the top of the range.			
2512	Elec. Pub. Design Spec. 3	24	26
4008	Electrician 2	26T	32E
4009	Electrician 3	28T	34E
5706	Industrial Hygienist 2	27	29
5707	Industrial Hygienist 3	29	31
5708	Industrial Hygienist 4	31	33
6270	Dietitian 1	23	25

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49	<u>6271</u>	<u>Dietitian 2</u>	<u>25</u>	<u>27</u>
50	<u>6506</u>	<u>Certified Occ. Therapist Assist.</u>	<u>20T</u>	<u>21T</u>
51	<u>9201</u>	<u>Seamster</u>	<u>15T</u>	<u>19T</u>
52	<u>1511</u>	<u>Administrative Law Judge 2</u>	<u>No change</u>	
53	<u>0726-0727</u>	<u>Appraiser Analyst 2 & Appraiser Analyst 3</u>	<u>No change</u>	
54	<u>4003</u>	<u>Carpenter</u>	<u>No change</u>	
55	<u>5902</u>	<u>Communicable Disease Analyst</u>	<u>No change</u>	
56	<u>3269</u>	<u>Construction Project Manager 3</u>	<u>No change</u>	
57	<u>6396</u>	<u>Dental Hygienist</u>	<u>No change</u>	
58	<u>3253</u>	<u>Facilities Engineer 3</u>	<u>No change</u>	
59	<u>4033</u>	<u>Facility Energy Technician 2</u>	<u>No change</u>	
60	<u>4035</u>	<u>Facility Energy Technician 4</u>	<u>No change</u>	
61	<u>3521</u>	<u>Geologist 2</u>	<u>No change</u>	
62	<u>6632</u>	<u>Juvenile Probation/SS Officer/Juvenile Correction</u>	<u>No Change</u>	
63	<u>6708</u>	<u>Mental Health Security Technician</u>	<u>No change</u>	
64	<u>4037</u>	<u>Physical/Electronic Security Technician</u>	<u>No change</u>	
65	<u>1116-1117</u>	<u>Research Analyst 2</u>	<u>No change</u>	
66	<u>4162</u>	<u>Transportation Maintenance Coordinator</u>	<u>No change</u>	
67	<u>5923</u>	<u>DOJ Claims Examiner</u>	<u>22</u>	<u>23*</u>
68	<u>1338</u>	<u>Training and Development Specialist 1</u>	<u>23</u>	<u>24</u>
69	<u>1339</u>	<u>Training and Development Specialist 2</u>	<u>27</u>	<u>28</u>
70	<u>4151</u>	<u>Transportation Maintenance Spec 1</u>	<u>17</u>	<u>18</u>
71	<u>4152</u>	<u>Transportation Maintenance Spec 2</u>	<u>19</u>	<u>20</u>

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~~4161 Transportation Maintenance Coordinator 1 Abolish~~

~~4162 Transportation Maintenance Coordr(rename was TMC2) 22~~

~~0801 Office Coordinator Abolish~~

Effective July 1, 2025, the salary selectives will be implemented as follows:

- **Employees whose base salary falls below the first step of the new range will be placed on the first step of the new range.**
- **Employees whose base salary falls on a step in the new salary range will be placed on the equivalent step number in the new range (i.e., Step 6 to Step 6).**
- **Employees who are off step will be placed on the next higher step in the old range and then placed on the equivalent step number in the new range (i.e., Step 6 to Step 6).**
- **Employees whose base salary is above the top step of the new range will be red circled*.**
- **All benefit service dates (BSDs) will remain the same.**

***Per State Policy: 10.000.01 - Red-Circle: a term sometimes used to refer to a procedure in which an employee's previous rate of pay above the top step of a new salary range is retained, provided the employee remains in the reclassified position until the rate is equal to or exceeded by the top step of the new salary range.**

~~Effective July 1, 2023, all employees in these classifications will retain their current salary rate in the new range except that employees whose current rate is below the first (1st) step of the new range shall be moved to the first (1st) step in the new range and a new salary eligibility date will be established twelve (12) months later. For an employee~~

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~~whose rate is within the new salary range, but not at a corresponding salary step, their current salary rate shall be adjusted to the next higher rate closest to their current salary upon the effective date. "Red circle" under [Article 81, Section 3](#) will apply when appropriate, (i.e., in cases of downward reclassification).~~

~~*DOJ Claims Examiners will be placed on step in the new range for the revised classification to the nearest step which is greater than the employee's current adjusted salary rate. The adjusted salary rate is inclusive of the employee's base rate of pay and the five percent (5%) work out of classification differential. FETs Recruitment and Retention Differential. These employees will retain their current salary eligibility date, if applicable.~~

(See Letters of Agreement [27.00-19-325](#) & [27.00-19-364](#) & [27.00-23-464](#) & [27.00-23-465](#) & [27.00-23-466](#) & [27.00-23-467](#) in Appendix A.)

(See also Institutions Coalition Letter of Agreement [27.2C-23-446](#) & Special Agencies Coalition Letter of Agreement [27.5A-03-73](#) in Appendix A.)

REV: 2013, 2015, 2017, 2019, 2021,2023

NEW LETTER OF AGREEMENT ARTICLE 26

Employee Initiated Pathway to Language Differential

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

In recognition that employees' language skills bring value to their agency, the purpose of this Agreement is to establish a pathway for employees to be considered for the bilingual or multilingual differential.

The Parties agree to the following:

- 1. By December 31, 2023 all agencies will develop a form that employees may submit to be considered for either the bilingual or multilingual differential.**
- 2. This form will allow employees to describe, in narrative form, how their language skills remove barriers for Oregonians using the agency's services and bring value to the agency.**
- 3. The form(s) will be shared with the Union for review and feedback prior to being implemented.**

- 22 4. Beginning January 1, 2024, this form will be made available to all employees
23 along with information about who they should be submitted to for
24 consideration for a language differential and the process.
- 25 5. All employees who submit the form will be considered for a language
26 differential.
- 27 6. If an employee's request demonstrates that the employee's language skills
28 remove barriers for Oregonians using the agency's services and bring value
29 to the agency, the employee will receive a bilingual or multilingual
30 differential effective from the date of the employee's request. Employees
31 whose request is approved will have the language requirement added to their
32 position description.
- 33 7. If the employee's request for a differential is denied, they will receive written
34 feedback as to why their language skills do not qualify them for the
35 differential.
- 36 8. The consideration will be based solely on how their language skills remove
37 barriers for Oregonians and the value the skills bring to the agency and not
38 the frequency of use.
- 39
- 40