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HB



2025-2027 STATE OF OREGON/ SEIU CENTRAL TABLE
MANAGEMENT COUNTER PROPOSAL
July 31, 2025

1 **ARTICLE 29--SALARY ADMINISTRATION**

2 **Section 1. Pay.**

3 (a) Pay for employees in the bargaining unit shall be in accordance with the
4 Compensation Plan adopted by the Department of Administrative Services and
5 approved by the Governor as modified by this Agreement. No changes shall be
6 made in the Compensation Plan which affect SEIU Local 503, OPEU bargaining unit
7 employees unless the Parties to this Agreement have negotiated the changes and
8 reached agreement on what changes will be made. This is not intended to prevent
9 mechanical changes or other minor changes necessary to administer the
10 Compensation Plan.

11 (b) All employees shall be paid no later than the first day of the month. However,
12 employees who begin work after payroll cutoff will be paid in the subsequent mid-
13 month payroll for time worked in the affected pay period. When a payday occurs on
14 Monday through Friday, payroll checks shall be released to employees on that day.
15 When payday falls on a Saturday, Sunday, or banking holiday, employee paychecks
16 shall be made available after 8:00 a.m. on the last working day of the month. When
17 an employee is not scheduled to work on the payday, the paycheck may be released
18 prior to payday if the paycheck is available and the employee has completed the
19 "Request for Release of Payroll Check" Form AD20. However, the employee may
20 not cash or deposit the check prior to the normal release time. Any violation of this
21 provision may be cause for disciplinary action. All checks released early under this
22 Article shall be accompanied by written notice from the Employer as to the normal
23 release time and date for that employee and a statement that early cashing or

depositing of the check may be cause for disciplinary action. However, this shall not apply to appropriate mid-month payroll. The release day for December paychecks dated January 1 shall be the first working day in January to avoid the risk of December's paychecks being included in the prior year's earnings for tax purposes.

- (c) Employees shall be paid no less than the minimum rate of pay for their classification upon appointment to a position in state service.

Section 2. Internal Assessments & Benefit Service Date

Prior to making a job offer and with each change in an employee's position appointment, an agency appointing authority or management designee will conduct an internal assessment to determine the appropriate rate of pay. Pay and Benefit Service Date will be established as follows:

(a) Promotion:

(1) If the assessment results in a step above the employee's current pay rate, the agency will use the outcome of the assessment.

(2) If the assessment results in a salary range step where the pay is less than two and five-tenths percent (2.5%) greater than the employee's current pay rate, the agency will move the employee into the next higher step in the new classification's salary range.

(3) 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.

(4) 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, in which case the benefit service date is the date the promotion occurred.

(b) Demotion and Lateral Transfer to a Different Classification:

1. 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.

2. 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.

3. 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 pay. 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.

4. The benefit service date remains unchanged.

(c) Reemployment after a less than two (2) year break in service:

(1) The agency's will conduct an internal assessment to determine the appropriate rate of pay.

(2) The employee's previous benefit service date, adjusted by the

amount of the break in service, shall be restored.

(d) Return from layoff, return from trial service removal, ~~return from~~
~~downward reclassification,~~ and return from demotion in lieu of layoff:

(1) 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.

(2) If the assessment results in a higher step, the agency will
apply the outcome of the assessment.

(3) On a return from layoff, the previous benefit service date,
adjusted by the amount of the break in service, shall be
restored.

(4) On a return from trial service and return from demotion in lieu
of layoff, the benefit service date remains unchanged.

~~An entrance salary rate may exceed the minimum rate when the Appointing Authority
believes it is in the best interest of the State to do so.~~

Section 3. Release of Wages in Emergency. Release of sixty percent (60%) of an
employee's earned gross wages prior to the employee's designated payday shall be
authorized subject to approval of the Appointing Authority or designee, in emergency
cases upon receipt of a written request from the employee that describes the emergency.
An emergency situation shall be defined as an unusual, unforeseen event or condition
that requires immediate financial attention by an employee. Emergencies include but are
not limited to the following circumstances:

1. Death in family

2. Major car repair
3. Theft of funds
4. Automobile accident (loss of vehicle use)
5. Accident or sickness
6. Destruction or major damage to home
7. New employee lack of funds (maximum--one (1) draw)
8. Moving due to transfer or promotion.

Section 4. Underpayments

Upon notice from an employee, the State will pay undisputed, underpaid wages. If the underpayment is less than five percent (5%) of the employee's gross wages, the amount will be paid no later than the next regular payday. If the underpayment is more than five percent (5%) of the employee's gross wages, the amount will be paid within three (3) business days.

Section 5. Recoupment of Wage and Benefit Overpayments.

(a) If an employee receives an erroneous overpayment of wages that exceeds their entitlement, the Agency may recover the overpaid amount through payroll deduction, provided that the overpayment occurred within the timeframe specified in statute; and the Agency gives the employee a written statement at least ten (10) calendar days in advance of the deduction. The written statement must include the following:

- a. **an itemization of the overpayment amount and the reason for the deduction;**

b. repayment options available to the employee. Payroll deductions for overpayments shall not exceed five percent (5%) of the employee's gross pay each pay period, unless the employee requests and specifies that a greater percentage or amount may be deducted; and

c. if the employee is terminated or otherwise separates from employment, the Agency may recoup the balance owed from the employee's final paycheck. In the event the employee transfers to another state agency, the recoupment plan established above shall remain in effect.

(b) An employee who disagrees with the Agency's determination that an overpayment has been made to the employee may grieve the determination through the grievance procedure.

(c) The Article does not waive the Agency's right to pursue other legal procedures and processes to recoup an overpayment made to an employee at any time.

~~In the event that an employee receives wages or benefits from the Agency to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the Agency shall notify the employee in writing of the overpayment which will include information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid.~~

~~(d) The Agency shall be limited in using the payroll deduction process to a maximum period of three (3) years before the notification. An employee who disagrees with the Agency's determination that an overpayment has been made to the employee may grieve the determination through the grievance procedure.~~

~~(e) For purposes of recovering overpayments of fifty dollars (\$50.00) or less, notice will be provided on the employee paystub.~~

~~(f) For purposes of recovering overpayments of more than fifty dollars (\$50.00) by payroll deduction, the following shall apply:~~

~~(1) The employee and the Agency shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following written notification.~~

~~(2) If there is no mutual agreement at the end of the thirty (30) calendar day period, the Agency shall implement the repayment schedule stated in Subsection (d)(3) below.~~

~~(3) If the overpayment amount to be repaid is more than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in monthly amounts not exceeding five percent (5%) of the employee's regular base salary. If an overpayment is less than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in a lump sum deduction from the employee's paycheck. If an employee leaves Agency service before the Agency fully recovers the overpayment, the remaining amount may be deducted from the employee's final check(s).~~

~~(4) Subsections (d)(1) through (d)(3) of this Section shall not apply to payroll adjustments necessitated by a discrepancy between actual hours of paid time versus hours projected for payroll purposes from one pay period to another. For example, if an employee utilizes leave without pay near the end of a month but is paid for such time because such leave without pay was not anticipated~~

at the payroll cutoff date for that month, the employee's pay and benefit entitlements may be adjusted on the following month's paycheck.

However, under limited conditions (listed below) an exception to lump sum recoupment of wage overpayments greater than five percent (5%), as a result of leave without pay, shall apply. In these cases:

(A) An employee may request a repayment schedule not to exceed three (3) months:

i. When entries are made by a person authorized by the Agency to complete a timesheet on behalf of an absent employee which results in overpayment.

ii. When entries on the timesheet made by an employee were correct, but the timesheet data was incorrectly input by the Agency which results in an overpayment.

(B) Subject to extenuating circumstances beyond the control of the employee, an employee may request a longer repayment schedule. The Appointing Authority or designee has the sole discretion to deny or grant the employee's request. The decision is not subject to the grievance procedure.

If an employee leaves agency service before the agency fully recovers the overpayment, the remaining amount may be deducted from the employee's final check(s).

(5) The Article does not waive the Agency's right to pursue other legal procedures and processes to recoup an overpayment made to an employee at any time.

184 (~~See Letter of Agreement [29..00-23-468](#) in Appendix A.~~)

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