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2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE  
Management Proposal  
July 31, 2025

1 **ARTICLE 81--RECLASSIFICATION UPWARD, RECLASSIFICATION DOWNWARD,**  
2 **AND REALLOCATION**

3 **Section 1.** Reclassification must be based on findings that the purpose of the job is  
4 consistent with the concept of the proposed classification and that the class specification  
5 for the proposed classification more accurately depicts the overall assigned duties,  
6 authority, and responsibilities of the position. As used herein:

7 (a) The purpose of the job shall be determined by the statement of purpose and  
8 assigned duties of the position description and other relevant evidence of duties  
9 assigned by the Agency;

10 (b) The concept of the proposed classification shall be determined by the general  
11 description and distinguishing features of its class specification; and

12 (c) The overall duties, authority and responsibilities of the position shall be determined  
13 by the position description and other relevant evidence of duties assigned by the  
14 Agency.

15 **Section 2. Reclassification Up.**

16 (a) Reclassification upward is a change in classification of a position by raising it to a  
17 higher classification. Employees, or supervisors with prior notice to the employee(s),  
18 may seek reclassification to any non-supervisory or non-managerial classification in  
19 the Executive Branch (DAS) of government whether or not the classification is  
20 included in Appendix B of this Agreement provided that:

21 (1) the classification exists in the unrepresented compensation plan or in multiple  
22 bargaining units' compensation plans, and

23 (2) the classification is not specific to another Agency.

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In the event that the proposed new classification is not in the bargaining unit, the classification shall be added to the SEIU Local 503, OPEU compensation plan at the Employer-proposed salary range. However, if the Employer-proposed range is lower than the classification salary range in another DAS compensation plan, the Parties will negotiate the salary range.

- (b) Employees, or supervisors with prior notice to the employee(s), and the union, may request reclassification by submitting a written explanation of the request, a Chief Human Resource Office Position Description Form signed by the employee (if the position is filled), the supervisor and Appointing Authority and all other relevant evidence for the proposed reclassification to the Agency Appointing Authority or designee. Employees, or supervisors with prior notice to the employee(s), and the union, who believe the duties included in an employee(s) official position description demonstrate higher-level work shall submit a request for reclassification review. Duties assigned to an employee on an ongoing basis shall be reviewed pursuant to this Article, including the reclassification review and appeal process. Temporary assignments of work may be grieved under Article 26, Section 11.

a. Within sixty (60) days, unless otherwise mutually agreed in writing, the Agency shall review the merits of the request based on the final position description signed by the Appointing Authority.

b. The Union shall be entitled during the sixty (60) day review period and prior to issuance of the Agency decision to meet with the Agency or to present further written arguments in support of the request.

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c. The Agency will notify the employee and supervisor of its decision and provide a copy of the final position description signed by the Appointing Authority.

d. Should the duties of the position support the proposed reclassification, the Agency shall make a determination whether to seek legislative approval for reclassification or remove selected duties within one-hundred twenty (120) days, however, this time period may be extended upon mutual agreement of the Parties.

(c) If the reclassification receives legislative approval, the effective date of the reclassification shall be the date the reclassification was finalized in the budget and a note will be added to the CHRO human resources information system with the date that the reclassification was requested. Upon upwards reclassification, the employee will be placed on the step in the new salary range equivalent to their base salary plus work-out-of-classification pending upward reclassification they have been receiving pursuant to Article 26, Section 12. The work-out-of-class pending upwards reclassification differential shall end when the employee is placed in the new salary range. The benefit service salary-eligibility date shall remain the same.

(d) If a reclassification request does not receive legislative approval or the Agency removes selected duties to be consistent with the employee's current classification, the work-out of-classification pending upward reclassification differential will end. If an employee didn't receive a work-out of classification differential for all or part of the time between the reclassification request and the date the duties were removed, they will be paid a lump sum for any money owed. ~~the employee will receive a lump sum payment for the difference between the current~~

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~~salary rate, including work out of class pay if any and the proposed salary rate, for the time period beginning the date the reclassification request was received by the Agency through the date the duties were removed.~~

- (e) An Agency may adjust the effective date of a reclassification to avoid an overpayment.

**Section 3. Reclassification Down.**

- (a) Reclassification downward is a change in the classification of a position by reducing it to a lower classification.

- (b) The Agency shall, sixty (60) calendar days in advance of a reclassification downward of any position, notify the affected employee(s) in writing of the action, including the specific reasons, and the Chief Human Resource Office Position Description used for the action, which shall be signed by the Appointing Authority.

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

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

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

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

The benefit service date remains unchanged.

~~(d) If an employee is reclassified downward and their rate of pay is above the maximum of the new classification, their rate of pay will remain the same until a rate in the salary range of the new classification exceeds it, at which time the employee's salary shall be adjusted to that step.~~

~~If the employee's rate of pay is the same as a salary step in the new classification, the employee's salary shall be maintained at the same rate in the lower range.~~

~~If the employee's rate of pay is within the new salary range but not at a corresponding salary step, the employee's salary shall be maintained at the current rate until the next eligibility date. At the employee's next eligibility date, if qualified, the employee shall be granted a salary rate increase of one (1) full step within the new salary range plus that amount that their current salary rate is below the next~~

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higher rate in the salary range. This increase shall not exceed the highest step in the new salary range.

~~(e) Employees who are reclassified downward for non-disciplinary reasons shall be given the same recall rights as employees demoted in lieu of layoff pursuant to [Article 70](#) of this Agreement for reemployment to the classification from which they were reclassified downward.~~

**Section 4. Reclassification Equal or Lateral.** Reclassification equal or lateral is a change in an employee's job classification from one classification to another with the same salary range base number.

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

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

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

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**b) The benefit service date remains unchanged.**

~~c) If the employee's rate of pay is within the new salary range but not at a corresponding salary step, the employee's salary shall be maintained at the current rate until the next eligibility date. At the employee's next eligibility date, if qualified, the employee shall be granted a salary rate increase of one (1) full step within the new salary range pay scale plus that amount the current salary rate is below the next higher rate in the salary range pay scale. This increase shall not exceed the highest rate in the new salary range.~~

~~d) If an employee's previous salary is above the maximum of the new classification, their rate of pay will remain the same until a rate in the salary range of the new classification exceeds it, at which time the employee's salary range shall be adjusted to that step.~~

**Section 5. Reclassification Appeals.**

**(a) Filing.**

Reclass Upward. A decision of the Agency to deny a reclassification request may be appealed in writing by the Union to DAS Labor Relations for further review within thirty (30) calendar days after receipt by the Union of the Agency's decision. Such appeal shall include copies of the documents originally provided to the Agency Appointing Authority or designee, including, the written explanation, the position description signed by the Appointing Authority, and all other relevant evidence for the proposed reclassification. Additionally, the Union may include a written rebuttal to the Agency's statement of determination. No new evidence or information will be

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considered by the Committee, unless the Committee requests additional material for clarification.

Reclass Downward. Within thirty (30) calendar days from the date the employee receives notice that the Agency will reclassify their position downward, they may grieve this action by filing a grievance at the Agency Head level in the grievance procedure, providing a written explanation of the request and all relevant evidence demonstrating why the reclass is in conflict with [Article 81, Section 1](#). The Agency Head shall respond in writing in accordance with [Article 21 -- Grievance and Arbitration](#). A decision of the Agency to deny a grievance under this Article may be appealed in writing by the Union to DAS Labor Relations for further review within thirty (30) calendar days after receipt by the Union of the Agency's decision. Such appeal shall include copies of the documents originally provided to the Agency, including the written explanation of the request and all relevant evidence. Additionally, the Union may include a written rebuttal to the Agency's statement of determination. No new evidence or information will be considered by the Committee, unless the Committee requests additional material for clarification.

- (b) Once appealed to DAS Labor Relations, the matter shall be considered by the Employer designee (or the alternate) and the Union designee (or the alternate) who shall form the Committee charged with the responsibility to consider appeals pursuant to this Article and make decisions which maintain the integrity of the classification system by correctly applying the classification specifications. Each designee (and each alternate) shall have experience making classification decisions.



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Should the Union designee or the Union alternate be a bargaining unit member, to participate in the process, that employee shall be granted reasonable paid release time during their scheduled workday or a mutually-agreed alternate work schedule. Further, where the Union designee or the Union alternate is a bargaining unit member and the Employer believes the time required by the process presents a hardship for the employing Agency, the Employer may require the Union to designate a qualified replacement for the Committee. Either Party may discontinue this part of the appeals process upon two (2) weeks notice to the other.

The Committee will attempt to resolve the matter by jointly determining whether the current or proposed class more accurately depicts the overall assigned duties, authorities, and responsibilities of the position using the criteria specified in [Article 81, Section 1](#). In this process each of the designees may identify one (1) alternate class that they determine most accurately depicts the purpose of the job and overall assigned duties. If an alternate class is identified, both the Union and DAS Labor Relations shall be notified. If the Parties concur on the alternate class, that shall end the appeal. The Committee will send a written initial decision to the Agency and Union within sixty (60) days from receipt, which will include the reasons for its decision. The Agency or the Union may ask the Committee to reconsider its decision by sending a written reconsideration request which must be based on incorrect or incomplete information in the initial decision. Additional or new evidence/information will not be considered by the Committee after the initial decision has been issued. The reconsideration request must be received by DAS Labor Relations within fifteen (15) calendar days from the date of receipt of the decision. **DAS Labor Relations**

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~~or The Committee will have five (5) business days from the receipt of the request to determine if the request meets the reconsideration criteria and will notify the Agency and Union of its decision.~~ If there is no timely request for reconsideration, or the request does not meet the reconsideration criteria, the Committee's decision will be final and binding. ~~A copy of the reconsideration request will be provided to the other party, who~~ If the reconsideration request is granted, the other party will have the opportunity to provide a written rebuttal to the reconsideration request, which must be received by DAS Labor Relations within fifteen (15) calendar days from date of receipt. The Committee will reconsider its initial decision and issue a final decision within forty-five (45) calendar days from the date of receipt by DAS Labor Relations of the reconsideration request. In the event the Committee concludes that the proposed or alternate class is more appropriate, management retains the right to modify the work assignment on a timely basis to make it consistent with the Agency's allocation.

(c) The Committee may extend, up to thirty (30) days, the time to issue its decision to the Union through notification to the Parties. The Committee may request an additional extension of time to issue its decision to the Union, which, if agreed to, must be stipulated in writing with copy to DAS Labor Relations and shall become part of the grievance record.

(d) If the Committee does not agree on the appropriate classification within sixty (60) days of the appeal to DAS Labor Relations, or from the extension, then the Union may request final and binding arbitration under this clause of the Agreement by a written notice to DAS Labor Relations within the next forty-five (45) calendar day

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period. Except as specified in this Section, arbitration shall proceed as indicated in [Article 21--Grievance and Arbitration](#).

Each Party may go forward with only one (1) class. Each Party may choose to take to arbitration either the current class, class appealed to, or an alternate class identified by a committee member.

The Parties will agree upon a permanent appointment of one (1) arbitrator to hear grievances arising from this Article. This arbitrator shall have special qualifications to hear these matters; however, each side retains the right to initiate a change in that assignment upon notice to the other side. The change in the assigned arbitrator shall be effective for any case not yet scheduled for arbitration.

The arbitrator shall allow the decision of the Agency to stand unless they conclude that the proposed classification more accurately depicts the overall assigned duties, authority, and responsibilities using the criteria specified in Section 1.

In the event the arbitrator finds in favor of the proposed or alternate classification, management retains the right to, on a timely basis, adjust duties consistent with its current classification.

**Section 6.** An incumbent employee who appealed a reclass decision to final decision through the Committee or through an arbitration shall not be eligible to either submit a new reclassification review request or to be reclassified downward by management, unless a change of assigned duties has occurred since that decision or a revised classification has been adopted.

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**Section 7.** An employee's classification status change from a Management Service classification to a represented classification may correctly occur through reclassification where it is found that there has been a significant change of position duties, authority, and responsibilities, and as a consequence, the class specification for the proposed classification more accurately depicts the assigned duties, authority, responsibility, and distinguishing characteristics of the position.

**Section 8. Reallocation Appeal Process for New Classes.** Employees in positions allocated to a new classification, who dispute their placement in a new classification can appeal their placement using the following process:

(a) An appeal may be filed by an individual employee or a Steward or a Union Organizer on behalf of the employee, to the Agency Human Resource Office within thirty (30) calendar days of written notification by the Agency of placement into the new classification. Employees sharing the same or substantially similar position descriptions or employees the Agency agrees to treat as a group may file an appeal as a group. The initial filing should describe the individual or group, including the names of affected members, identify the proposed new classification placement, and the new classification placement believed to be correct by the affected employees. The appeal must include the signed position descriptions used for allocation. In the event that the old classifications are to be abolished, correct placement cannot be back to the prior classification. Using the criteria in Section 1, the Agency shall conduct a review of the allocation. This decision shall be made within thirty (30) calendar days of receipt of the appeal and provided to the affected employees in writing and with a summary of the classification analysis.

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(b) If denied, the Union may appeal the Agency's decision in writing to DAS Labor Relations within thirty (30) calendar days of receipt of the written denial. The appeals will be considered by designees of the Parties using the process set forth in Section 5(b), with the addition of two (2) resource persons, one (1) designated by each Party, to provide technical expertise within the specific series. Appeals shall be decided in order of receipt by DAS Labor Relations. Decisions shall be rendered by the designees no later than sixty (60) calendar days after receipt of the appeal by the Committee.

(c) The Committee may extend, up to thirty (30) calendar days, the time to issue its decision to the Union through notification to the Parties. The Committee may request an additional extension of time to issue its decision to the Union, which, if agreed to, must be stipulated in writing with copy to DAS Labor Relations and shall become part of the grievance record.

(d) The decisions of the designees shall be binding on the Parties. However, Agencies may elect to remove duties consistent with this Article or at any point during the process.

(e) If the appeals Committee cannot make a decision, the matter may be appealed to arbitration per Section 4(d) of this Article.

(f) The effective date for pay changes shall be the same as that negotiated for implementation of the new classification.

(g) Appeals of all filled positions will occur first. Where a position is vacated during the appeals process, the Union may continue the appeal provided no changes in duties are anticipated.

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