

**2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE**  
**Management Initial Proposal**  
**March 12, 2025**

**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

**2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE**  
**Management Initial Proposal**  
**March 12, 2025**

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

**2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE**  
**Management Initial Proposal**  
**March 12, 2025**

44 additional one dollar (\$1.00) per hour above their current rate of pay for all hours  
45 they are conducting this training. Employees are not eligible for the one dollar  
46 (\$1.00) per hour differential when they are mentoring or providing on-the-job  
47 training to a coworker.

48  
49 **Section 3. Special Qualifications Pay.**

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

**2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE**  
**Management Initial Proposal**  
**March 12, 2025**

(b) Bilingual: A differential of five percent (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: 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.

**2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE**  
**Management Initial Proposal**  
**March 12, 2025**

(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 two dollars and seventy-five cents (\$2.75) 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.

(h) Tree Faller. Employees who hold a current Advanced Tree Faller certification (Forestry FAL 1, OPRD Level 3, ODOT Level 3 or 4) shall receive twelve dollars and fifty cents (\$12.50) per day when evaluating, falling or bucking advanced level trees or when training/certifying another employee who is an Advanced Tree Faller trainee. The differential does not apply when the tree faller is in training or participating in their own certification activities.

**2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE**  
**Management Initial Proposal**  
**March 12, 2025**

- (i) Engineering and/or Geologist License (Forestry and DOGAMI). Employees in the classification of Natural Resource Specialist 4, who are required to be licensed per the requirements of ORS Chapter 672 and their position description, shall be paid an additional five percent (5%) above their base rate.

**Section 4. Student Trainee Pay.**

- (a) Student Professional Forester Worker (C8235)

When hiring a Student Professional Forester Worker, if:

- the worker has completed one (1) year of Natural Resources or a related field at a recognized college or university, Step 3 of the salary range is recommended.
- the worker has completed two (2) years of Natural Resources or a related field at a recognized college or university, Step 4 of the salary range is recommended.
- the worker has completed three (3) years of Natural Resources or a related field at a recognized college or university, Step 5 of the salary range is recommended.
- the worker has completed four (4) years of Natural Resources or a related field at a recognized college or university, Step 6 of the salary range is recommended.

**Section 5. Shift Differential.**

- (a) Eligibility. All employees ~~required to work a designated schedule~~ shall be paid a differential as outlined in Subsections (b) and (c) below, for each hour or major

**2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE**  
**Management Initial Proposal**  
**March 12, 2025**

portion thereof (thirty (30) minutes or more), worked between 6:00 p.m. and 6:00 a.m. and for each hour or major portion thereof worked on Saturday or Sunday. ~~When a work schedule is requested by an employee and approved by the Agency, and the requested schedule contains hours outside of the hours designated for the employee's position by the Agency, shift differential pay shall 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 one dollar and fifty cents (\$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

**2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE**  
**Management Initial Proposal**  
**March 12, 2025**

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.

(c) 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, or to effect a "pyramiding" of work out-of-classification payments. However, leadwork differential shall be included in calculation of the overtime rate of pay.

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

(e) 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.



**2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE**  
**Management Initial Proposal**  
**March 12, 2025**

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.**

~~(a) 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.~~

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

~~(c) 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).~~

**2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE**  
**Management Initial Proposal**  
**March 12, 2025**

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

~~(e) 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

**2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE**  
**Management Initial Proposal**  
**March 12, 2025**

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 (1<sup>st</sup>) 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:

**2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE**  
**Management Initial Proposal**  
**March 12, 2025**

(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)

**2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE**  
**Management Initial Proposal**  
**March 12, 2025**

- (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) Employees who are temporarily assigned to perform the duties of a higher-level classification shall receive a work-out-of-classification differential. To qualify for this differential, the employee must perform the duties that distinguish the higher-level classification on a regular and significant basis**
- ~~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),~~

2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE  
Management Initial Proposal  
March 12, 2025

**b) The agency's appointing authority or management designee will conduct an internal assessment to determine the appropriate rate of the differential.**

**i. If the assessment results in one step above, equal to, or below the employee's current pay rate, the differential will be five percent (5%) or a dollar amount based on the first step of the higher salary range, whichever is greater.**

**ii. If the assessment results in two steps or more above the employee's current pay rate, the agency will use the outcome of the assessment to determine the dollar amount of the differential.**

**iii. If the differential is a dollar amount, the amount will be adjusted due to changes to the base salary (e.g. COLA or step increase).**

~~, 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.~~

**c)** 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.~~

**d)** 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

**2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE**  
**Management Initial Proposal**  
**March 12, 2025**

during which there shall be no extra pay for the work. A copy of the notice shall be placed in the employee's file.

~~**e)** 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.~~

**f)** 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 agency's appointing authority or management designee will conduct an internal assessment to determine the appropriate rate of the differential. The assessment will be conducted using those performing work of a comparable character in the higher classification.**



2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE  
Management Initial Proposal  
March 12, 2025

- i. 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 classification's salary range.
- ii. 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.

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

- ~~(d) The amount of work out-of-class pending reclassification will be determined by the internal pay assessment.~~
- ~~(e) The internal pay assessment shall be conducted using those performing work of a comparable character in the higher classification.~~
- ~~(f) The differential will be a dollar amount.~~
- ~~(g) 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.~~

d) 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.

- ~~(d) Employees will have the differential adjusted due to changes to the base salary (e.g. COLA or step increase).~~

2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE  
Management Initial Proposal  
March 12, 2025

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

- i. 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 classification's salary range.
- ii. 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.

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

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

**2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE**  
**Management Initial Proposal**  
**March 12, 2025**

(e) ~~The internal pay assessment shall be conducted using those performing work of a comparable character in the higher classification.~~

(f) ~~The differential will be a dollar amount.~~

(g) ~~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.~~

d) 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.

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

e) 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

**2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE**  
**Management Initial Proposal**  
**March 12, 2025**

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.

The Essential Worker Inclement Weather/Hazardous Conditions Pay differential shall be three dollars (\$3.00 per hour). **Employees will receive the differential for their entire shift if any part of it falls on a designated closure day, regardless of when the closure starts or ends. Employees will receive the differential for their entire shift when it takes place during a curtailment.** ~~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.

**2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE**  
**Management Initial Proposal**  
**March 12, 2025**

**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).

(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. 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. New Hire**

- i. **An agency appointing authority or management designee will conduct an internal assessment to determine the appropriate rate of pay in the employee's base position upon hire. The agency's appointing authority or management designee will then conduct an internal assessment to determine the appropriate dollar amount of the underfill differential. The**

2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE  
Management Initial Proposal  
March 12, 2025

assessment will be conducted using the work of a comparable character  
in the higher-level classification.

ii. 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.

iii. 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.

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

v. 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.

vi. When the employee is administratively moved to the higher position, the  
benefit service date remains unchanged.

**B. Current State Employee**

**i. 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.**

**ii. 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.**

**iii. 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.**

**iv. The differential will be adjusted due to changes to the base salary (e.g.**

**COLA or step increase).**

**v. 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**

**2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE**  
**Management Initial Proposal**  
**March 12, 2025**

486                   reached top step in the higher classification's salary range,

487                   consistent with the collective bargaining agreement.

488           vi. Once the employee meets the minimum qualifications of the position, the

489                   Agency shall administratively move the employee to the higher

490                   classification and the underfill differential shall be removed. This

491                   action is not considered a reclassification.

492           vii. The benefit service date shall remain the date determined by subsection

493                   (v).

494  
495   REV: 2013, 2015, 2017, 2019, 2021, 2023



2025-2027 STATE OF OREGON/ SEIU CENTRAL TABLE  
MANAGEMENT INITIAL PROPOSAL  
MARCH 12, 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. **Prior to making a job offer, an agency appointing authority or management designee will conduct an internal assessment to determine the appropriate rate of pay upon hire.** ~~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.~~

- (d) 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 2. Step Increase.** Employees shall be granted an annual step increase on their eligibility date if the employee is not at the top of the salary range of their classification.

Employees shall be eligible for step increases following the intervals of:

(a) Annual periods after the initial date of hire until the employee has reached the top step in their salary range. However, should an employee be promoted during the first year of service with the Employer, the employee shall not receive this increase, but shall be eligible for increases in Section 2(b).

(b) The first six (6) months after promotion and annual periods thereafter until the employee has reached the top step in their salary range.

**Section 3. Salary on Demotion. When an employee is demoted, the agency's appointing authority or management designee will conduct an internal assessment to determine the appropriate rate of pay.**

(a) 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.

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

(c) If the employee's current pay falls within the new classification's salary range but the assessment results in a step below their current pay, the agency will maintain the employee's current pay. If this places the

employee off-step in the new classification, the employee will advance to the next higher salary step at their next benefit service date, followed by an additional step increase — not to exceed the top step of the range.

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

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

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

~~— Whenever employees demote to a job classification in a lower range, but their previous salary is above the highest step for that range, the employee shall be paid at the highest step in the new salary range.~~

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

**Section 4. Salary on Promotion. When an employee is promoted, the agency's appointing authority or management designee will conduct an internal assessment to determine the appropriate rate of pay.**

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

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

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

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.

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

~~— If an employee is demoted or removed during trial service as a result of a promotion, their salary shall be reduced to the former step, and the previous salary eligibility date shall be restored.~~

~~— If the employee's salary eligibility date occurs during the promotional trial service period, upon reinstatement to the previous class, the salary eligibility date prior to promotion will be recognized.~~

~~(b) Salary on Recall from Demotion in Lieu of Layoff. Upon recall to their former classification, an employee demoted in lieu of layoff shall retain their previous salary eligibility date and, as of the date of recall, be restored at the salary the employee would have been eligible for had a demotion not occurred, unless the employee is denied the increase as a disciplinary action.~~

**Section 5. Salary on Lateral Transfer.**

**a) When an employee makes a lateral transfer to a different 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 exceeds the top step of the new classification, they will be placed at the top step of the new classification.**

**ii. 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.**

**iii. If the employee's current pay falls within the new classification's range but the assessment places them below their current pay rate, the agency will retain their current salary. If this places the employee off-step, they will advance to the next higher step at their next benefit service date and then move up an additional step — not to exceed the top step of the range.**

**b) When an employee makes a lateral transfer to the same classification, an**

employee's salary will remain unchanged.

The benefit service date remains unchanged.

~~An employee's salary shall remain the same, except where the Appointing Authority or designee determines that exceptional circumstances justify payment of a higher rate, when transferring from one (1) position to another which has the same salary range.~~

**Section 6. Salary on Reemployment and Break in Service. Effect on Break-In-Service**  
**If an employee is reemployed within two (2) years of separation from state service, the agency's appointing authority or management designee will conduct an internal assessment to determine the appropriate rate of pay.**

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

~~When an employee separates from state service and subsequently returns to state service, except as a temporary employee, the employee's salary eligibility date shall be determined by the Agency as follows:~~

~~(a) Return from Recall List. The employee's previous salary eligibility date, adjusted by the amount of break-in-service, shall be restored.~~

~~(b) Return from Reemployment. The employee's previous salary eligibility date, adjusted by the amount of break-in-service, shall represent the earliest salary eligibility date following return. However, the salary eligibility date may be established as the first of the month in any future month up to twelve (12) months from the date of reemployment.~~

**Section 7. Salary on Return from Layoff. Rate of Pay on Appointment from Layoff List. When an employee returns from layoff, the agency's appointing authority or management designee will conduct an internal assessment to determine the appropriate rate of pay.**

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

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

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

~~When an individual is appointed from a layoff list to a position in the same classification in which the person was previously employed, the person shall be paid at the same salary step at which such employee was being paid at the time of layoff. The salary eligibility date of an individual who is appointed from a layoff list shall be determined in accordance with Section 6.~~

**Section 8. Salary on Return from Demotion in Lieu of Layoff. When an employee returns from a demotion taken in lieu of layoff, the agency's appointing authority or management designee will conduct an internal assessment to determine the appropriate rate of pay.**

(a) **If the assessment results in a step equal to or below the employee's prior rate of pay at the time of the demotion, they will be returned to that same step.**



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

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

~~(a) Rate of Pay on Return to State Service by Reemployment. When a former employee is appointed from reemployment to a position in the same classification in which they were previously employed or in a related classification with the same salary range, they may be paid at or below the step at which they were being paid at the time of their termination. If a person is reemployed in a position in a classification with a lower salary range than that of their previous position, they may be paid at any step in the lower salary range not exceeding the rate they were being paid in the higher classification, except where exceptional circumstances justify payment of a higher rate. The salary eligibility date of a former employee who is appointed from reemployment shall be determined in accordance with Section 7.~~

~~(b) Rate of Pay on Reemployment Without a Break-In-Service.~~

~~(1) When a current employee is returning from demotion to a position in the same classification in which they were previously employed or in a related classification with the same salary range, the employee shall be restored at the salary step the employee would have been eligible for had a demotion not occurred, not to exceed the top step.~~

~~(2) When a person is reemployed in a position in a classification with a lower salary range than that of their previous position as referenced in Subsection (b)(1), the employee may be paid at any step in that lower salary range not to exceed~~

the top step or the rate they would have received pursuant to Subsection (b)(1).  
However, if an employee's current rate of pay is below the top step of the lower  
classification's salary range, they retain that rate unless the employee is eligible  
to receive a higher rate pursuant to Subsection (b)(1) or (b)(4) not to exceed  
the top step.

(3) In both instances, the former salary eligibility date (SED) is restored unless the  
SED is changed in compliance with the Collective Bargaining Agreement (e.g.,  
[Article 61, Leave Without Pay](#)).

(4) Pay of a higher rate, not to exceed the top step, may be granted subject to  
exceptional circumstances, upon approval of the appointing authority.

**Section 9. Salary on Return from Downward Reclassification. When an employee  
returns from a downward reclassification, the agency's appointing authority or  
management designee will conduct an internal assessment to determine the  
appropriate rate of pay.**

(a) **If the assessment results in a step equal to or below the employee's prior  
rate of pay, they will be returned to that same step.**

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

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

**Section 10. Salary on Return from Trial Service Removal. When an employee is  
removed from trial service, the agency's appointing authority or management**

**designee will conduct an internal assessment to determine the appropriate rate of pay.**

**(a) If the assessment results in a step equal to or below the employee's prior rate of pay in their previous classification, they will be returned to that same step.**

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

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

**Section 11 9. Recoupment of Wage and Benefit Overpayments.**

(a) 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.

(b) 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.

(c) For purposes of recovering overpayments of fifty dollars (\$50-~~00~~) or less, notice will be provided on the employee paystub.

(d) 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.

(See Letter of Agreement [29.00-23-468](#) in Appendix A.)

**2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE**  
**Management Initial Proposal**  
**March 12, 2025**

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

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

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

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

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

**Section 2. Reclassification Up.**

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

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

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

**2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE**  
**Management Initial Proposal**  
**March 12, 2025**

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), 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), 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.

**2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE**  
**Management Initial Proposal**  
**March 12, 2025**

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~~



**2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE**  
**Management Initial Proposal**  
**March 12, 2025**

~~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.**

2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE  
Management Initial Proposal  
March 12, 2025

(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 the same unless the employee is already at the top step of the new salary range.

~~(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~~

2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE  
Management Initial Proposal  
March 12, 2025

~~new salary range plus that amount that their current salary rate is below the next 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) An employee receiving the work-out of classification pending reclassification differential at the time of reclassification will maintain the same rate of pay upon reclassification.**

**(b) If an employee has not been receiving the work-out of classification pending reclassification differential at the time of reclassification, an agency appointing authority or management designee will conduct an internal assessment to determine the appropriate rate of pay upon equal or lateral reclassification.**

**i. 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**

2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE  
Management Initial Proposal  
March 12, 2025

appropriately and the employee becomes eligible for cost-of-living increases.

ii. 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 equal pay calculator.

iii. If the employee's current pay falls within the new classification's range but the assessment places them below their current pay rate, the agency will retain their current salary. If this places the employee off-step, they will advance to the next higher step at their next benefit eligibility day and then move up an additional step—not to exceed top step of the range.

The benefit service date remains unchanged.

~~(a) 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.~~

~~(b) 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.**

**2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE**  
**Management Initial Proposal**  
**March 12, 2025**

(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 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

**2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE**  
**Management Initial Proposal**  
**March 12, 2025**

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.

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

**2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE**  
**Management Initial Proposal**  
**March 12, 2025**

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 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.

**2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE**  
**Management Initial Proposal**  
**March 12, 2025**

(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 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.



**2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE**  
**Management Initial Proposal**  
**March 12, 2025**

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.

**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

**2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE**  
**Management Initial Proposal**  
**March 12, 2025**

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.

(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.

**2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE**  
**Management Initial Proposal**  
**March 12, 2025**

(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.

REV: 2019, 2021,2023

**2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE  
Management Initial Proposal  
March 12, 2025**

LETTER OF AGREEMENT

**Article 27--Salary Increase**

**Equal Pay Adjustments**

This Agreement is entered into by the State of Oregon, acting through its Department of Administrative Services, Labor Relations Unit (Employer), on behalf of the Agencies covered by this Agreement (Agency) and the SEIU Local 503, OPEU (Union).

~~This LOA shall supersede LOA 27.00-19-325.~~

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

The Parties agree to the following:

1. Application to Current Employees: The Employer, an Agency Head or designee (with Chief Human Resource Office (CHRO) approval) may provide an unscheduled salary step increase to correct a pay inequity between employees who perform work of a comparable character and is based on a bona fide factor that is related to the position as identified in Oregon Revised Statute [ORS 652.220(2)], by which individual

**2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE**  
**Management Initial Proposal**  
**March 12, 2025**

employees may be compensated differently. Unscheduled salary step increases may be initiated by any of the following processes:

(a) Periodic statewide equal pay analysis (to take place at least every three (3) years;

(b) Employee request,

(c) Agency identified inequity.

~~2. Application to Returning Employees (including but not limited to reemployment and return from layoff): When the Agency identifies a pay inequity between employees in the same classification who perform work of a comparable character, an Agency Head or designee shall offer a greater rate of pay than prescribed in Article 29 — Salary Administration.~~

**2.** If an Agency seeks to grant an unscheduled salary step increase to an employee, the Agency shall first forward the recommendation to CHRO, Classification and Compensation for review and analysis. The CHRO shall approve or disapprove the Agency recommendation and shall provide a written response back to the Agency. If approved, the Agency shall take action to implement the equal pay adjustment.

**3.** An employee may request an equal pay review by submitting a written request to the Agency Human Resource Department. The Agency Human Resource Department

**2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE**  
**Management Initial Proposal**  
**March 12, 2025**

shall review the merits of the request based on the bona fide factors identified in Oregon Revised Statute [ORS 652.220(2)] and issue a written decision within sixty (60) calendar days, unless otherwise mutually agreed upon in writing. If an equal pay adjustment is not granted, the written decision will outline the reasons as to why.

**4. Equal Pay adjustments are effective on the date an employee made a written request to the Agency or the date the Agency submitted a request to DAS Classification and Compensation Unit.** ~~Equal pay adjustments are effective on the date an employee made a written request to the Agency or the date the Agency submitted a request to DAS Classification and Compensation, whichever is earlier.~~

**5.** In the event an employee receives an unscheduled salary step adjustment for any of the reasons identified in Section 1, the employee's **benefit service date** ~~salary eligibility date~~ shall remain the same.

**6.** Agencies and CHRO shall retain all documents pertaining to decisions involving equal pay.

**7.** If the employee meets with the Agency or Employer regarding equal pay, the employee may request and obtain Union representation.

**8.** Appeal Procedure- Agency-Level Equal Pay Decisions

**2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE**  
**Management Initial Proposal**  
**March 12, 2025**

66 (a) If the employee disagrees with the Agency's decision the employee, or the Union  
67 on the employee's behalf, may submit a written appeal to the Department of  
68 Administrative Services Labor Relations Unit (LRU) no later than thirty (30)  
69 calendar days from receipt of the Agency's decision. The employee, or the Union  
70 on the employee's behalf, shall forward all written documents as part of the appeal.  
71 The employee shall identify the factors outlined in ORS 652.220(2) the Agency did  
72 not properly consider. The Department of Administrative Services Labor Relations  
73 Unit (LRU) shall respond to the appeal in writing within thirty (30) calendar days.

74  
75 (b) Equal Pay appeals are not subject to arbitration. However, nothing in this  
76 Agreement precludes the employee from submitting a claim to the Bureau of Labor  
77 and Industries (BOLI) in accordance with BOLI's administrative rules or pursuing  
78 other legal recourse. The timelines for filing with BOLI or pursuing other legal  
79 recourse apply regardless of whether the employee appeals the decision under  
80 this Section.

81  
82 (c) For purposes of this Agreement only, the appeal process in this Agreement  
83 replaces the grievance procedure outlined in the applicable labor agreement  
84 covering the employee.

85  
86 (d) The Employer and Union may agree to an extension of time in this Agreement  
87 upon mutual agreement in writing.

**2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE**  
**Management Initial Proposal**  
**March 12, 2025**

88

89 **9.** Appeal Procedure – DAS Statewide Equal Pay Analysis Decisions

90 (a) An employee, or the Union on behalf of an employee, may appeal the Employer's  
91 decision concerning the employee's salary that resulted from a statewide equal  
92 pay analysis. The appeal must be based on one (1) or more of the factors listed  
93 in ORS 652.220(2).

94

95 (b) An appeal of the Employers' equal pay analysis decision may be filed by sending  
96 a completed DAS Equal Pay Appeal Form no later than thirty (30) calendar days  
97 from the date the employee receives notification of the equal pay analysis results.  
98 The Employer shall make a good faith effort to respond with a decision regarding  
99 the employee's appeal within one hundred and twenty (120) calendar days.

100

101 (c) The timelines for filing with BOLI or pursuing other legal recourse apply regardless  
102 of whether the employee appeals the Employer's decision under this Section.

103

104 (d) Pay adjustments made as a result of accepted appeals shall **have the same**  
105 **effective date as the date set for the Statewide Equal Pay Analysis.** ~~be made~~  
106 ~~retroactively to June 1, 2024.~~

107

108 (e) To be eligible to file an appeal of the DAS statewide equal pay analysis decision,  
109 an employee must have been employed by a state executive branch agency as of



**2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE**  
**Management Initial Proposal**  
**March 12, 2025**

**the effective date of the Statewide Equal Pay Analysis.** ~~May 31, 2024.~~

Employees who do not meet this eligibility requirement may pursue an appeal through Section **89** of this Agreement.

(f) Employees at the top step of the salary range assigned to their job classification on or before **the effective date of the Statewide Equal Pay Analysis** ~~June 1, 2024~~ are not eligible to file an appeal.

(g) The Employer shall notify an employee in writing of the outcome of the employee's appeal, including reasons for the decision.

(h) If the employee disagrees with the Employer's response, the employee may submit a claim to the Bureau of Labor and Industries or pursue other legal recourse. Equal pay appeals are not subject to arbitration.

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