

1                                    **LETTER OF AGREEMENT - Pay Equity Adjustments**  
2

3    This Agreement is entered into by the State of Oregon, acting through its Department of  
4    Administrative Services, Labor Relations Unit (Employer), on behalf of the Agencies  
5    covered by this Agreement (Agency) and the AFSCME Council 75 (Union).  
6

7    This Agreement applies to all of the Union’s bargaining units inside of the executive  
8    branch of state government.  
9

10   The purpose of this Agreement is to provide procedures to implement unscheduled pay  
11   equity adjustments consistent with Oregon law, and, to identify the appeal procedure to  
12   for Agency or Employer decisions concerning pay equity reviews.  
13

14   The Parties agree to the following:  
15

- 16   1.    Application to Current Employees: The Employer, an Agency Head or designee  
17        (with CHRO approval) may provide an unscheduled salary step increase to correct  
18        a pay inequity between employees who perform work of a comparable character  
19        and are similarly-situated based on relevant factors, identified in Oregon Revised  
20        Statute [ORS 652.220(2)], by which individual employees may be compensated  
21        differently. Unscheduled salary step increases may be initiated by:  
22        (a)    Periodic statewide equal pay analysis (appeal process section 10)  
23         
24        (b)    Employee request (appeal process section 9)  
25         
26        (c)    Agency identified inequity (appeal process section 9)  
27
- 28   2.    Application to Returning Employees (including but not limited to reemployment and  
29        return from layoff): An Agency Head or designee may offer a higher step than  
30        prescribed in the applicable labor agreement when the Agency identifies a pay

31 inequity between employees in the same classification who perform work of a  
32 comparable character.

33

34 3. If an Agency plans to grant an unscheduled salary step increase to an  
35 employee(s), the Agency shall first forward the recommendation to CHRO,  
36 Classification & Compensation for review and analysis. The CHRO shall approve  
37 or disapprove the Agency recommendation and shall provide a written response  
38 back to the Agency. If approved, the Agency may take action to implement the  
39 pay equity adjustment.

40

41 4. An employee may request a pay equity review by submitting a Pay Equity Review  
42 Request Form to the Agency Human Resource Department. The Agency Human  
43 Resource Department shall review the merits of the request based on the relevant  
44 factors and issue a written decision within sixty (60) calendar days, unless  
45 otherwise mutually agreed upon in writing.

46

47 5. Pay equity adjustments are generally effective on the date an employee made a  
48 written request to the Agency or the date the Agency submitted a request to DAS  
49 Classification and Compensation, whichever is earlier.

50

51 6. In the event an employee receives an unscheduled salary step adjustment for any  
52 of the reasons identified in Section 1, the employee's salary eligibility date shall  
53 remain the same.

54

55 7. Agencies and CHRO shall retain all documents pertaining to decisions involving  
56 pay equity.

57

58 8. If the employee meets with the Agency or Employer, the employee may request  
59 and obtain Union representation.

60

61 9. Appeal Procedure Agency-Level Pay Equity Decisions

62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92

(a) If the employee disagrees with the Agency’s decision the employee may submit a written appeal to the Department of Administrative Services Labor Relations Unit (LRU) no later than fifteen (15) calendar days from receipt of the Agency’s decision. The employee shall forward all written documents as part of the appeal. The employee shall identify the factors outlined in ORS 652.220(2) the Agency did not properly consider. The Department of Administrative Services Labor Relations Unit (LRU) shall respond to the appeal in writing within thirty (30) calendar days.

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

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

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

10. Appeal Procedure – DAS Statewide Equal Pay Analysis Decisions

(a) An employee may appeal the Employer’s decision concerning the employee’s salary that resulted from a statewide equal pay analysis. The appeal must be based on one or more of the factors listed in ORS 652.220(2).

- 93 (b) An appeal of the Employers' equal pay analysis decision may be filed by  
94 sending a completed DAS Pay Equity Appeal Form via electronic mail to  
95 [CHRO.CNC@das.Oregon.gov](mailto:CHRO.CNC@das.Oregon.gov) no later than fifteen (15) calendar days from  
96 the date the employee receives notification of the equal pay analysis results.  
97 The Employer shall make a good faith effort to respond with a decision  
98 regarding the employee's appeal within one hundred and twenty (120)  
99 calendar days.
- 100
- 101 (c) The timelines for filing with BOLI or pursuing other legal recourse apply  
102 regardless of whether the employee appeals the Employer's decision under  
103 this section.
- 104
- 105 (d) Pay adjustments made as a result of accepted appeals shall be made  
106 retroactively to January 1, 2022.
- 107
- 108 (e) To be eligible to file an appeal of the DAS statewide equal pay analysis  
109 decision an employee must have been employed by a state executive  
110 branch agency as of July 1, 2021. Employees who do not meet this  
111 eligibility requirements may pursue an appeal through Section 4 of this  
112 Agreement.
- 113
- 114 (f) Employees at the top step of the salary range assigned to their job  
115 classification on or before January 1 2022, are not eligible to file an appeal.
- 116
- 117 (g) The Employer shall notify an employee in writing of the outcome of the  
118 employee's appeal, including reasons for the decision.
- 119
- 120 (h) If the employee disagrees with the Employer's response, the employee may  
121 submit a claim to the Bureau of Labor and Industries or pursue other legal  
122 recourse. Pay equity appeals are not subject to arbitration.
- 123


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

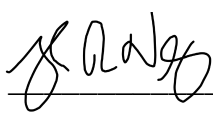
127  
128 11. This Agreement becomes effective on the date of the last signature below and  
129 expires June 30, 2023.

130  
131

132 For the Union:

For the State:

133  TA'd on 7/27/2021

134  TAed on 7/27/2021

135 AFSCME

DAS Labor Relations

136