

**DRAFT LETTER OF AGREEMENT**  
**Article 29, Salary Administration**  
**Section 9**

This Letter of Agreement is entered into between the Department of Administrative Services, Labor Relations Unit (DAS, LRU), on behalf of the State of Oregon (Employer), and the SEIU Local 503, OPEU (Union) as it pertains to re-employment of current employees.

The Employer and the Union agree to amend the 2007-2009 CBA as follows to reflect the practice of the state in regards to reemployment of employees who demote and are returning to a position in a former, equal or lower salary range classification:

**Section 9.**

**a) Rate of Pay on Return to State Service by Reemployment.**

Current language

**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 he/she was 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 his/her previous position as referenced in Section b) 1), the employee may be paid at any step in that lower salary range not to exceed the top step or the rate he/she 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, she/he retains 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 CBA (e.g., Article 61, LWOP).**
  
- 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.**

**This agreement shall only apply to reemployment appointments made after its effective date.**

For open grievances filed prior to the effective date of this agreement, the parties agree to the following resolution:

- I. Represented employees who accepted an agency's offer of employment conditions will not have their pay reduced.
- II. The salary offered and accepted will not be considered an overpayment thereby not subject to recoupment as a result of the higher pay rate received.

This agreement is effective 9/3 , 2008.

For the State

Lisa M. Corbin

For the Union

[Signature]