

SCR 207-2  
(LC 277)  
2/11/20 (DJ/JAS/ps)

Requested by Representative WALLAN

**PROPOSED AMENDMENTS TO  
SENATE CONCURRENT RESOLUTION 207**

1 On page 1 of the printed concurrent resolution, line 4, after "2," insert  
2 "3,".

3 On page 2, line 41, delete "(12)" and insert "(10)".

4 On page 3, after line 12, insert:

5 "(g) Each appointing authority is responsible for the determination of the  
6 existence of a bona fide factor described in ORS 652.220 for the purpose of  
7 justifying an increase to an employee's base rate of pay."

8 In line 20, delete the boldfaced material and insert "(10) and (11)".

9 On page 5, line 21, after the second comma insert "a fixed base rate of  
10 pay,".

11 In line 27, before "rates" insert "the base".

12 On page 7, line 18, delete "salary" and insert "base rate of pay".

13 In line 19, delete "level".

14 Delete lines 21 through 45 and delete pages 8 through 21 and insert:  
15 "Legislative Branch Personnel Rule 3: Classification

16 "APPLICABILITY: This rule applies to all employees of legislative agen-  
17 cies and parliamentary offices.

18 "(1) Purposes. The purposes of classification are to:

19 "(a) Identify and group similar [types] **employment positions** and levels  
20 of work into classes;

21 "(b) **Establish a fixed base rate of pay for each employment position**

1   **within those classes;**

2       “[(b)] (c) Describe those classes accurately in order to ensure that the  
3   classes are clearly differentiated so that each position can be allocated ap-  
4   propriately;

5       “[(c)] (d) Provide a framework for conducting recruitment and selection  
6   activities; and

7       “[(d)] (e) Provide a foundation on which to identify relationships among  
8   classes for purposes of salary administration, in order to achieve equitable  
9   comparability in value between work performed by employees in legislative  
10   agencies and parliamentary offices, and work performed in other branches  
11   of state government, as reflected in the compensation and classification  
12   structure of the state system.

13       “(2) Goals. The Legislative Branch shall adopt and maintain a branch-  
14   wide class specification plan under which:

15       **“(a) Each employment position within the branch is assigned a fixed**  
16   **base rate of pay.**

17       “[(a)] (b) Legislative agencies group jobs into broad, agency-wide classes  
18   whenever possible.

19       “[(b)] (c) Legislative agencies reduce the total number of classes consist-  
20   ent with good management practices and ORS 240.190 and 243.650 to 243.782.

21       “[(c)] (d) Classes of jobs are discrete and internally consistent.

22       “(3) Interpretation of class specifications. All class specifications must  
23   describe typical duties that employees occupying positions in the class may  
24   be required to perform. Class specifications must identify a type and level  
25   of work and must be explanatory but not restrictive. The description of  
26   particular tasks in a class specification may not be construed as a detailed  
27   statement of the work requirements of a position and does not preclude the  
28   assignment of other appropriate tasks.

29       “(4) Allocation of new positions. When a new position is established, the  
30   appointing authority shall submit a position description to Employee Ser-



1 vices. An Employee Services team shall review the duties, authorities and  
2 responsibilities of the position and assign an appropriate classification **and**  
3 **base rate of pay** to the position. If it appears to the team that the duties,  
4 authorities and responsibilities require establishment of a new class of posi-  
5 tions, the Human Resources Director shall begin the process of establishing  
6 the class.

7 “(5) Submission of reclassification request.

8 “(a) An employee who is not in temporary or limited duration status or  
9 an appointing authority may request review of the appropriateness of a  
10 classification.

11 “(b) Employee requests must be submitted in writing to the appointing  
12 authority and must include what has changed about the job and why the  
13 employee believes the assigned duties are inconsistent with the current  
14 classification. The employee must sign and date such a request and, if the  
15 employee’s supervisor is someone other than the appointing authority, the  
16 employee must provide a copy of the request to the employee’s supervisor.  
17 Within 30 calendar days of receiving the request, the appointing authority  
18 shall forward the request to the Human Resources Director. The appointing  
19 authority’s submission must include a recommendation, a current position  
20 description for the position, an explanation of what has changed about the  
21 position and a summary of any actions taken by the appointing authority  
22 pertaining to the reclassification request. A copy of this information shall  
23 also be provided to the employee making the request and, if applicable, to  
24 the employee’s supervisor.

25 “(c) Appointing authority requests based on a proposed reorganization  
26 must be submitted to the Human Resources Director in writing prior to im-  
27 plementing the reorganization and must include:

28 “(A) Current and proposed organizational charts;

29 “(B) Position descriptions; and

30 “(C) Projected classifications.

1       “(d) Appointing authority requests based on permanent, substantive  
2 changes in duties unrelated to reorganization (i.e., changes that have evolved  
3 over a period of time) must be submitted to the Human Resources Director  
4 in writing prior to making the reclassification change and must include po-  
5 sition descriptions and projected classification.

6       “(6) Human Resources Director review of and determination on reclassi-  
7 fication request. Within 60 calendar days after receiving a reclassification  
8 request involving one position, or within 120 calendar days after receiving  
9 a reclassification request involving more than one position, the Human Re-  
10 sources Director shall review the request and determine the appropriate  
11 classification or classifications. A determination made under this subsection  
12 must include the director’s rationale and be submitted in writing to the ap-  
13 pointing authority and to any affected employee.

14       “(7) Appeal of Human Resources Director’s classification determination.  
15 An employee or appointing authority who disagrees with the Human Re-  
16 sources Director’s determination on a reclassification request, or an ap-  
17 pointing authority who disagrees with a new position allocation, may appeal  
18 by requesting a second review by the Human Resources Director. The appeal  
19 must be received by Employee Services within 30 calendar days after the date  
20 of the Human Resources Director’s initial determination. The appeal must  
21 be made in writing and state the reason why the appointing authority or  
22 employee believes that the determination is erroneous and include any  
23 available documentation that supports the appointing authority’s or  
24 employee’s position. The Human Resources Director shall review the sub-  
25 mitted materials and may consult with other persons or utilize other re-  
26 sources in resolving the appeal. The Human Resources Director’s decision  
27 on an appeal shall be provided to both the appointing authority and the  
28 employee and shall be final. Once a decision has been made, an employee  
29 may not submit an additional request for reclassification unless the duties,  
30 responsibilities or authorities of the position change significantly.



1       “(8) Implementation of classification determinations. Except when a posi-  
2       tion is underfilled, reclassifications shall be implemented as follows:

3       “(a) Upward reclassification: Within 30 calendar days after receiving the  
4       final determination on a reclassification request, the appointing authority  
5       shall take one of the following actions and notify the incumbent employee  
6       and the Human Resources Director of the action taken:

7       “(A) Reclassify the position and the incumbent employee to the higher  
8       class in accordance with subsection (9) of this rule and LBPR 4 [(3)] (4). The  
9       effective date for a reclassification shall be the date of the first day of the  
10      month that approval is received.

11      “(B) Remove the higher-level duties in order to retain the current classi-  
12      fication level and compensate the incumbent employee for working out-of-  
13      class from the date the request for reclassification is approved by the  
14      appointing authority or Human Resources Director.

15      “(C) Fill the position, if vacant, by any of the recruitment methods listed  
16      in LBPR 6.

17      “(b) Downward reclassification: Within 30 calendar days after receiving  
18      the final determination on a reclassification request, the appointing author-  
19      ity shall take one of the following actions and notify the incumbent employee  
20      and the Human Resources Director of the action taken:

21      “(A) Reclassify the position and incumbent employee downward into the  
22      lowerlevel class, in accordance with LBPR 4 [(3)] (4). The effective date of  
23      the reclassification shall be the first day of the month following the final  
24      determination. [*The salary of an employee that is above the maximum salary*  
25      *of the new classification will be frozen until the employee's salary falls below*  
26      *the maximum salary level.*]

27      “(B) Reassign higher-level duties to ensure that the position remains at  
28      its current classification level.

29      “(C) Fill the position by any of the recruitment methods listed in LBPR  
30      6. This option applies only when a vacant position is filled.

1       “(c) If a position is underfilled at the time of reclassification, nothing in  
2 this rule causes the reclassification to have the effect of removing the  
3 underfill. The appointing authority has the discretion to remove the underfill  
4 at the time of reclassification or at another time.

5       “(9) Effect of reclassification or removal of underfill on employment sta-  
6 tus. Reclassified employees and employees removed from underfill shall re-  
7 tain their existing at-will status.

8

9       “Legislative Branch Personnel Rule 4: Compensation and Salary Adminis-  
10 tration

11       “APPLICABILITY: This rule applies to all employees of **the Legislative**  
12 **Branch and does not apply to** *[legislative agencies and parliamentary of-*  
13 *fices, except that:]*

14       “*[(a) Subsections (3)(e) and (12) of this rule apply to all Legislative Branch*  
15 *employees who are not]* members of the Legislative Assembly, **unless noted**  
16 **otherwise. Subsections (1), (3)(a), (4)(a), (5), (6), (9), (10), (11), (12),**  
17 **(13)(a) and (18) of this rule apply to temporary status employees.[:]**

18       “*[(b) Subsection (15) of this rule applies to members of the Legislative As-*  
19 *sembly and all Legislative Branch employees; and]*

20       “*[(c) Subsections (1) to (14) and (16) of this rule do not apply to temporary*  
21 *status employees.]*

22       “(1) Purpose. The purpose of *[the]* **this rule is to provide an equitable**  
23 compensation plan *[is to provide a uniform system]* for establishing and as-  
24 signing *[salary levels]* **a base rate of pay to each employment position**  
25 **within the Legislative Branch** and administering pay to recruit and retain  
26 a high-quality workforce. **An employee or a prospective employee to**  
27 **whom an offer of employment has been made may appeal, in the**  
28 **manner provided in subsection (6) of this rule, a salary-based decision**  
29 **that the employee or prospective employee believes is inequitable.**

30       “(2) Preparation of compensation plan.



1       “(a) Each compensation plan shall comply with the equal pay and  
2 salary history requirements of ORS 652.220 and 659A.357.

3       “(b) Employee Services shall establish a base rate of pay for each  
4 [class of work, a minimum and maximum pay rate, and intermediate rates as  
5 necessary, shall be established. The rates assigned to each class must reflect]  
6 position within a class reflecting the differences in the duties, authorities  
7 and responsibilities of the class.

8       “(c) Each compensation plan must be based on market data, to the  
9 extent the data is available. Data considered as part of compensation  
10 analysis may include, but need not be limited to, rates paid by other public  
11 and private employers for comparable work[, Legislative Branch policies and  
12 financial conditions, unusual recruitment and retention circumstances and  
13 other relevant salary and economic data]. An employee may not be hired  
14 at less than minimum wage.

15       “[(3) Salary administration.]

16       “[(a) Entrance salary hiring range. An employee may not be hired at less  
17 than the current Oregon minimum wage.]

18       “[(A) An employee shall normally be appointed at a step that is in the  
19 bottom half of the salary range for a class.]

20       “[(B) An appointing authority may hire an applicant at up to the top step  
21 in the salary range for a class if:]

22       “[(i) The applicant’s current or most recent relevant salary and benefits are  
23 higher than the Legislative Branch’s first step;]

24       “[(ii) The applicant brings education or experience to the job that will  
25 substantially enhance the employee’s immediate contribution; or]

26       “[(iii) Unusual or difficult recruitment conditions exist.]

27       “[(C) The appointing authority shall document and retain the reasons for  
28 hiring above the bottom half of the applicable class.]

29       “[(b) Part-time employees.]

30       “[(A) A part-time employee may not be hired at less than the current

1 *Oregon minimum wage.]*

2 *“(B) Any employee hired to work less than full time (40 hours per week)*  
3 *is a part-time employee. A part-time employee may be scheduled to work for*  
4 *only one of the following percentages of full-time work:]*

5 *“(i) 20 percent;]*

6 *“(ii) 25 percent;]*

7 *“(iii) 40 percent;]*

8 *“(iv) 50 percent;]*

9 *“(v) 60 percent;]*

10 *“(vi) 75 percent;]*

11 *“(vii) 80 percent;]*

12 *“(viii) 90 percent; or]*

13 *“(ix) 95 percent.]*

14 *“(c) Hiring bonus. With the approval of the agency head or*  
15 *parliamentarian, a lump sum payment may be given to an employee at the time*  
16 *of hiring, promotion or lateral transfer when there is a difficult recruitment*  
17 *situation and the payment is needed in order to fill the position. Documenta-*  
18 *tion of the specifics of the payment must be retained in the recruitment file.]*

19 *“(d) Moving expenses. An appointing authority may reimburse actual*  
20 *moving expenses for a newly hired employee, not to exceed a total of \$5,000.*  
21 *A condition of moving expense reimbursement is agreement to repay any mov-*  
22 *ing expense reimbursement in an amount equal to the amount of moving ex-*  
23 *penses reimbursed multiplied by the percentage of the 24-month commitment*  
24 *not served by the employee. The employee is not responsible for repayment of*  
25 *moving expense reimbursement if the employee is terminated at the discretion*  
26 *of the appointing authority under terms of at-will employment.]*

27 *“(e) Branch-wide changes to compensation plan. The presiding officers*  
28 *may, at such times as the presiding officers deem appropriate and subject to*  
29 *the availability of resources, adjust the compensation plan. Adjustments may*  
30 *be made in each step of each salary range and may not result in employee*



1 movement from one step to another. All employees who are on step are eligible  
2 for adjustment of steps. Employees that are off step will receive a salary ad-  
3 justment only at the request of the appointing authority via personnel action.]

4 “[(f) Introductory period.]

5 “[(A) During an introductory period, an employee is trained and oriented  
6 to the employee’s position in the Legislative Branch. In general, an employee  
7 is not eligible for a raise or promotion during an introductory period. An in-  
8 troductory period lasts for six months but may be extended by the appointing  
9 authority.]

10 “[(B) After completion of an introductory period, an appointing authority  
11 shall review the performance of an employee and may authorize a minimum  
12 one-step salary increase within the employee’s salary range if the increase  
13 would not cause the employee’s salary to exceed the maximum rate for the  
14 range. Any step increase awarded upon the completion of an employee’s intro-  
15 ductory period is entirely at the discretion of the appointing authority. If  
16 granted, the increase becomes effective on the first day of the month following  
17 successful completion of the introductory period. The salary eligibility date is  
18 one year after the employee’s most recent increase.]

19 “[(g) Annual merit increase.]

20 “[(A) The appointing authority of a limited duration status employee or an  
21 employee in a continuing status position may grant, postpone or deny an an-  
22 nual merit increase to the employee on the employee’s salary eligibility date if  
23 the employee’s base rate of pay does not equal or exceed the maximum rate for  
24 the employee’s salary range. If awarded, an annual merit increase is one  
25 step.]

26 “[(B) At any time during the year following the postponement or denial of  
27 an annual merit increase, the appointing authority may grant the increase.  
28 Withholding of an annual merit increase does not change an employee’s salary  
29 eligibility date.]

30 “[(C) For each period of leave without pay that is in excess of 15 consecutive

1 calendar days, the employee's recognized service date shall be permanently  
2 adjusted by adding to the salary eligibility date the number of calendar days  
3 absent, thereby making the eligibility date later than it would have been if  
4 leave without pay had not been taken. This subsection does not apply to unpaid  
5 leave authorized under LBPR 15.]

6 *"[(h) Promotional increases.]*

7 *"[(A) Upon promotion, an employee may receive an increase in pay equiv-*  
8 *alent to one step, unless additional steps are required to compensate the em-*  
9 *ployee at the first step of the classification to which the employee is*  
10 *promoted.]*

11 *"[(B) Under unusual circumstances and after consultation with the Human*  
12 *Resources Director, an employee may be offered an increase in pay beyond the*  
13 *first step of the new range. Unusual circumstances include, but are not limited*  
14 *to, the employee's education or experience that will substantially enhance the*  
15 *employee's immediate contribution, and the existence of documented unusual*  
16 *or difficult recruitment conditions. Such an increase may not cause the*  
17 *employee's new base rate of pay, excluding differentials, to exceed the maxi-*  
18 *imum rate of pay for the higher-level classification. The appointing authority*  
19 *shall inform the Human Resources Director of the increase and document and*  
20 *retain the reasons for granting the increase.]*

21 *"[(C) An employee who is promoted may receive a step increase following*  
22 *the promotional introductory period. The salary eligibility date is one year*  
23 *after the increase.]*

24 **"(3) Salary administration - general.**

25 **"(a) New hire.**

26 **"(A) A prospective employee may not be asked about current or**  
27 **past salary history at any time during the hiring process.**

28 **"(B) A prospective employee may not be initially offered compen-**  
29 **sation based on current or past compensation. An employee shall be**  
30 **appointed at a rate that complies with the equal pay requirements of**



1   **ORS 652.220 and 659A.357.**

2       **“(C) Employee Services shall complete an equal pay analysis within**  
3   **two business days after a request is received except that Employee**  
4   **Services shall defer to the appointing authority regarding the exist-**  
5   **ence of a bona fide factor described in ORS 652.220.**

6       **“(D) An offer including salary may not be extended until Employee**  
7   **Services completes the equal pay analysis.**

8       **“(b) Introductory period.**

9       **“(A) During an introductory period, an employee is trained and**  
10   **oriented to the employee’s position in the Legislative Branch. In**  
11   **general, an employee is not eligible for a raise during an introductory**  
12   **period. An introductory period lasts for six months but may be ex-**  
13   **tended by the appointing authority.**

14       **“(B) After completion of an introductory period, an employee may**  
15   **receive a five percent increase to the base rate of pay assigned to the**  
16   **position. The increase becomes effective on the first day of the month**  
17   **following successful completion of the introductory period. The salary**  
18   **eligibility date is one year after the employee’s most recent increase.**

19       **“(C) If an appointing authority extends an introductory period due**  
20   **to performance issues, the employee may not receive an increase un-**  
21   **less and until the employee’s performance is satisfactory.**

22       **“(D) An appointing authority must provide the employee with per-**  
23   **formance feedback prior to denying an increase and document the**  
24   **feedback in the employee’s personnel record.**

25       **“(E) An appointing authority may not withhold a salary increase**  
26   **due to budgetary reasons unless a branch-wide salary freeze is in ef-**  
27   **fect.**

28       **“(c) Annual merit increase.**

29       **“(A) A limited duration status employee or an employee in a con-**  
30   **tinuing status position may receive a five percent annual merit in-**

1 crease on the employee's salary eligibility date. The five percent  
2 annual merit increase constitutes the seniority system factor described  
3 in subsection (5)(b)(C)(i) of this rule.

4 **"(B) If an appointing authority postpones or denies a merit in-**  
5 **crease, the appointing authority must provide the employee with per-**  
6 **formance feedback prior to postponing or denying the increase and**  
7 **document the feedback in the employee's personnel record.**

8 **"(C) At any time during the year following the postponement or**  
9 **denial of an annual merit increase, the appointing authority may**  
10 **grant the increase. Postponing or denying an annual merit increase**  
11 **does not change an employee's salary eligibility date.**

12 **"(d) Promotional increases.**

13 **"(A) When an employee is promoted to a position that is assigned**  
14 **a higher base rate of pay, the employee's base rate of pay shall be in-**  
15 **creased to the base rate of pay of the position to which the employee**  
16 **is promoted.**

17 **"(B) An employee who is promoted may receive the increase six**  
18 **months following the effective date of the promotion. The salary el-**  
19 **igibility date for the annual merit increase is one year after the pro-**  
20 **motional increase.**

21 **"(4) Salary administration - misc.**

22 **"(a) Part-time employees. Any employee hired to work less than full**  
23 **time (40 hours per week) is a part-time employee. A part-time em-**  
24 **ployee may be scheduled to work any percentage of full-time work if**  
25 **the percentage is a whole percent and does not total more than 100**  
26 **percent.**

27 *"[(i) Transfer. When an employee transfers from one position to another*  
28 *position in the same classification or a classification having the same salary*  
29 *range, the employee's base rate of pay remains the same. The employee's status*  
30 *and salary eligibility date are not affected.]*



1       “[(j)] (b) Reclassification.

2       “(A) Upward.

3       “[(i) *Except as described below,*] When an employee’s position is reclassi-  
4       fied to a higher classification **with a higher base rate of pay**, the employee  
5       may receive an increase from the employee’s base rate of pay to **the higher**  
6       **rate assigned to the reclassified position.** [*a rate in the salary range to*  
7       *which the employee is reclassified. The employee’s status is not affected.*] The  
8       employee’s salary eligibility date is not affected by the reclassification.

9       “[(ii) *Under unusual circumstances, an appointing authority may grant an*  
10       *additional step upon upward reclassification. Unusual circumstances include,*  
11       *but are not limited to, an employee’s scheduled salary eligibility date closely*  
12       *following the effective date of the upward reclassification, or the employee*  
13       *having received a differential for a substantial duration that will no longer*  
14       *continue after the upward reclassification. Such an increase may not cause the*  
15       *employee’s new base rate of pay to exceed the maximum rate of the higher-level*  
16       *classification. The appointing authority shall report the increase to the Human*  
17       *Resources Director and document and retain the reasons for granting such an*  
18       *increase.*]

19       “(B) Downward. When an employee’s position is reclassified to a lower  
20       classification **with a lower base rate of pay**, the employee’s base rate of  
21       pay [*and status are*] **is** not affected. If the employee’s base rate of pay is  
22       higher than the [*maximum*] rate of pay for the class to which the employee  
23       is reclassified, the employee shall be red-circled. If the employee’s base rate  
24       of pay is lower than the [*maximum*] rate for the class to which the employee  
25       is reclassified, the employee’s salary eligibility date is not affected.

26       “[(k)] (c) Demotion.

27       “(A) Voluntary demotion.

28       “(i) When a regular status [*employee*] or a limited duration status em-  
29       ployee requests and is granted demotion to a **position within a classifica-**  
30       **tion** [*having a lower salary range*] **and with a lower base rate of pay**, the



1 employee's base rate of pay shall be decreased to [a] **the lower rate**. [within  
2 the salary range of the lower classification.] The employee's salary eligibility  
3 date [shall] **and status are** not [be] affected. [However, if the employee's base  
4 rate of pay is above the maximum rate for the lower salary range, the  
5 employee's base rate of pay shall be decreased to the maximum rate of the  
6 lower salary range, and the month and day of the employee's salary eligibility  
7 date shall be maintained. The employee's status is not affected.]

8 "(ii) When an employee who has been promoted and is on a promotional  
9 introductory period requests and is granted demotion back to the employee's  
10 prior classification, the appointing authority shall reduce the employee's  
11 base rate of pay to the [step in the salary range] **rate of pay assigned to**  
12 **the position** that the employee [was at] **held** prior to promotion. The month  
13 and day of the employee's prior salary eligibility date shall be restored and  
14 the employee shall receive the annual increase the employee would have  
15 otherwise received, if any, but for the promotion. The employee's status re-  
16 turns to what it was prior to promotion.

17 "(iii) When an employee in an initial introductory period, or a limited  
18 duration status employee who has been employed for less than one year, re-  
19 quests **and is granted a** demotion to a **position within a** classification  
20 [having a lower salary range] **and with a lower base rate of pay**, the ap-  
21 pointing authority shall adjust the employee's base rate of pay, not including  
22 differentials, to the lower [salary range] **rate**. [and may adjust the employee's  
23 base rate of pay to any rate of pay within that salary range that is equal to  
24 or lower than the employee's base rate of pay prior to demotion.] The  
25 employee's salary eligibility date [is] **and status are** not affected. [provided  
26 the employee's base rate of pay does not equal the maximum rate of the lower  
27 salary range. The employee's status is not affected.]

28 "(B) Involuntary demotion. When an employee is involuntarily demoted,  
29 the appointing authority shall adjust the employee's **base rate of pay to the**  
30 **base rate of pay** [salary range to the salary range] for the position to which



1 the employee is demoted. *[and may adjust the employee's base rate of pay to*  
2 *any step within that salary range.]* The employee's status *[is]* **and salary el-**  
3 **igibility date** are not affected. *[The employee's salary eligibility date is not*  
4 *affected provided the employee's base rate of pay does not equal the maximum*  
5 *rate within the lower salary range.]*

6 **"(C) Employee Services must complete an equal pay analysis which**  
7 **may warrant a higher pay rate. Equal pay analysis documentation**  
8 **must be retained in the employee's personnel record.**

9 *"[(L) Red-circled employees. The base rate of pay of an employee who be-*  
10 *comes red-circled may not be increased until the salary amount being paid is*  
11 *within the salary range established for the position.]*

12 *"[(m)] (d) Rehire. Upon rehire, an employee's base rate of pay, not in-*  
13 *cluding differentials, shall be determined by the appointing authority [in*  
14 *accordance with this subsection]* **after an equal pay analysis by Employee**  
15 **Services is complete. Equal pay analysis documentation must be re-**  
16 **tained in the employee's personnel record.**

17 **"(e) Red-circled employees. An employee with a red-circled status**  
18 **is not considered to have received a reduction in the employee's level**  
19 **of compensation for purposes of complying with the equal pay pro-**  
20 **visions under ORS 652.220.**

21 **"(f) Market salary review.**

22 **"(A) Every three years, beginning in 2023, a branch-wide market**  
23 **study will be done comparing the branch salaries against the current**  
24 **market.**

25 **"(B) After review of the results by Employee Services and the ap-**  
26 **pointing authorities, recommendations shall be presented to the Leg-**  
27 **islative Administration Committee (LAC) or its designee for an**  
28 **implementation decision.**

29 **"(C) An employee's salary may not be reduced as a result of the**  
30 **review.**

1       **“(5) Equal pay analysis.**

2       **“(a) The Legislative Branch shall perform an equal pay analysis,**  
3       **as defined in ORS 652.210, at the times and with the frequency to en-**  
4       **sure compliance with ORS 652.220 and other laws that prohibit wage**  
5       **discrimination. Notwithstanding any other provision of this rule, the**  
6       **Legislative Branch shall pay wages in conformance with the most re-**  
7       **cent equal pay analysis.**

8       **“(A) Any necessary adjustments will be effective on the date the**  
9       **equal pay analysis was complete or as otherwise provided in paragraph**  
10      **(b) of this subsection.**

11      **“(B) An employee’s base rate of pay may not be reduced as a result**  
12      **of the analysis.**

13      **“(b) Equity adjustments to base rate of pay.**

14      **“(A) Each appointing authority shall make a determination re-**  
15      **garding the existence of a bona fide factor described in ORS 652.220**  
16      **before increasing an employee’s base rate of pay.**

17      **“(B) When an appointing authority determines that a bona fide**  
18      **factor exists, the appointing authority shall report the determination**  
19      **to Employee Services.**

20      **“(C) Once the appointing authority has demonstrated the existence**  
21      **of a bona fide factor, Employee Services shall increase an employee’s**  
22      **base rate of pay as follows:**

23      **“(i) For a bona fide factor that is based on a seniority system, five**  
24      **percent for each year that the employee served in the position.**

25      **“(ii) For a bona fide factor that is based on a merit system, five**  
26      **percent if the appointing authority provides documentation that dem-**  
27      **onstrates the meritorious conduct by the employee.**

28      **“(iii) For a bona fide factor that is based on education, one percent**  
29      **for each year of education that exceeds the minimum education re-**  
30      **quired for the position held by the employee.**



1       “(iv) For a bona fide factor related to training, five percent for  
2 completion of a training program that relates to the performance of  
3 the duties of the position for which the increase is sought.

4       “(v) For a bona fide factor related to experience, five percent for  
5 each year of relevant experience, as determined by the appointing au-  
6 thority.

7       “(D) An employee may appeal an equity adjustment decision in the  
8 manner provided under subsection (6) of this rule.

9       “(6) Equal pay appeal.

10       “(a) An employee or a prospective employee to whom an offer of  
11 employment has been made may appeal any salary-based decision, if  
12 the employee or prospective employee believes their pay is inequitable,  
13 as follows:

14       “(A) An employee or prospective employee may make a written ap-  
15 peal to the employee’s appointing authority and Employee Services  
16 within 60 calendar days after receipt of any equal pay analysis results.  
17 The written appeal shall identify all factors outlined in ORS 652.220 (2)  
18 the employee or prospective employee believes were not properly con-  
19 sidered and include all supporting documentation, if any.

20       “(B) Employee Services shall respond in writing to the employee’s  
21 or prospective employee’s appeal within 30 calendar days from receipt  
22 of the written appeal and all necessary information and documenta-  
23 tion.

24       “(C) The parties may agree to extensions of time from the process  
25 outlined in this section upon written mutual agreement.

26       “(D) All documentation must be retained with the employee’s per-  
27 sonnel record.

28       “(E) Any salary adjustments shall be effective on the first day of  
29 the month following the decision.

30       “(b) The appeal shall only relate to the employee’s or prospective

1 employee's own salary. An employee or prospective employee may not  
2 appeal on behalf of or because of decisions made on another  
3 employee's salary.

4 "(c) No part of the appeal process precludes an employee from  
5 submitting a claim to the Bureau of Labor and Industries (BOLI) in  
6 accordance with BOLI's administrative rules or pursuing other legal  
7 recourse.

8 "(7) Compensation plan changes. LAC may, at such times as LAC  
9 deems appropriate and subject to the availability of resources, adjust  
10 the compensation plan and set the effective date of the compensation  
11 plan adjustment. LAC may designate to the presiding officers the au-  
12 thority to grant changes to the compensation plan, including branch-  
13 wide changes. The designation must be in writing, with an effective  
14 and expiration date and be filed with Employee Services.

15 "(8) Partial pay period. If an employee works less than a full cal-  
16 endar month in a pay period due to hire, termination or leave without  
17 pay, the employee's pay for that month shall be computed on a pro-  
18 rated basis using the number of available work hours, based on the  
19 employee's schedule, in that month.

20 "(9) Partial day absences. An employee shall request the use of ap-  
21 propriate accrued leave for a partial day absence. If the employee does  
22 not have sufficient, appropriate accrued paid leave to cover the ab-  
23 sence, the appointing authority may authorize leave without pay.

24 "(10) Overtime.

25 "(a) Employee Services shall determine the overtime eligibility for  
26 each position based on either the United States Department of Labor  
27 or the Bureau of Labor and Industries' criteria, where applicable.

28 "(b) Employees are eligible for overtime when:

29 "(A) Time worked is in excess of 40 hours in one workweek; or

30 "(B) Time worked in a single workday exceeds 12 hours. In such a



1 case, overtime is calculated and paid only for the time worked in ex-  
2 cess of 12 hours in any one workday or in excess of 40 hours worked  
3 in one workweek.

4 “(c) Overtime-eligible employees who work overtime are eligible,  
5 when budget allows, for pay at one and one-half of the employee’s  
6 rate. If budget does not allow, overtime will accrue as compensatory  
7 time at the rate of one and one-half of the employee’s rate.

8 “(d) An overtime-eligible employee who performs overtime work  
9 without authorization from the employee’s supervisor may be subject  
10 to discipline. Even if the time worked is unauthorized, an overtime-  
11 eligible employee will be compensated for any overtime worked in the  
12 manner outlined in paragraph (b) of this subsection.

13 “(e) Volunteering. An appointing authority may not allow an em-  
14 ployee who is overtime eligible and who has worked 40 hours in a  
15 workweek to perform work that is the same or similar to the  
16 employee’s regularly assigned duties on a volunteer basis. Work per-  
17 formed by an overtime-eligible employee during a workweek in which  
18 the employee has worked 40 hours is considered time worked for pur-  
19 poses of computing overtime.

20 “(11) Eligibility. All employees of the Legislative Branch, other than  
21 legislative librarian positions, are exempt from the Fair Labor Stan-  
22 dards Act. The State of Oregon’s wage and hour laws are applicable  
23 to positions in the Legislative Branch entitled to the payment of  
24 overtime as determined by Employee Services and as outlined in sub-  
25 section (10) of this rule.

26 “[*(n) Special salary adjustments.*]

27 “[*(A) Recognition.*]

28 “[*(i) An agency head or parliamentarian may grant a one-step special salary*  
29 *adjustment, up to the salary range maximum, to any employee who is not in*  
30 *a temporary or limited duration status position, who has completed six months*



1 of employment and, if applicable, who has completed six months of the current  
2 introductory period.]

3 “[(ii) A special salary adjustment is to be reserved for truly exemplary  
4 performance or for uniquely compelling circumstances. An agency head or  
5 parliamentarian who wishes to grant a special salary adjustment to an em-  
6 ployee must submit, for inclusion in the employee’s official personnel file,  
7 written justification that clearly demonstrates how this expenditure is in the  
8 best interest of the Legislative Branch.]

9 “[(iii) An employee may receive no more than one recognition adjustment  
10 in any 12-month period. Such an adjustment does not affect an employee’s  
11 salary eligibility date.]

12 “[(iv) An agency head or parliamentarian may grant a special recognition  
13 bonus for truly exemplary performance or under uniquely compelling circum-  
14 stances. An employee may receive only one special recognition bonus in any  
15 12-month period and may not receive a special recognition bonus in the same  
16 12-month period in which the employee received a special salary adjustment  
17 under this rule.]

18 “[(B) Retention.]

19 “[(i) An appointing authority may grant a special salary adjustment up to  
20 the maximum of the employee’s salary range to retain any employee who is not  
21 in a temporary or limited duration status position and who holds a mission-  
22 critical position. The employee must present to the appointing authority a bona  
23 fide employment offer that does not originate from the Legislative Branch. The  
24 employee may be required by the agency head or parliamentarian to sign a  
25 legally binding agreement not to resign from the Legislative Branch for up to  
26 one year from the date of the adjustment.]

27 “[(ii) The appointing authority must produce a report with written justi-  
28 fication defining the terms of the employee’s external employment offer and  
29 demonstrating the mission-critical nature of the position held by the employee  
30 for whom a special salary adjustment is to be granted. This report, along with



1 the signed agreement to remain, if any, shall be placed in the employee's offi-  
2 cial personnel file.]

3 “[(iii) An employee may receive no more than one retention adjustment in  
4 any salary range. An adjustment does not affect an employee's salary eligibil-  
5 ity date.]

6 “[(4) Compensation plan changes. Changes in the compensation plan are  
7 effective on the date specified by the presiding officers. All compensation plan  
8 changes are subject to availability of funding.]

9 “[(5) Partial pay period. If an employee works less than a full calendar  
10 month in a pay period due to hire, termination or leave without pay, the  
11 employee's pay for that month shall be computed on a prorated basis using the  
12 number of available work hours, based on the employee's schedule, in that  
13 month.]

14 “[(6) Partial day absences. An employee who is not eligible for overtime  
15 must use accrued leave for partial day absences. If the employee does not have  
16 sufficient appropriate paid leave accrued to cover the absence, the appointing  
17 authority may not reduce the employee's salary for that portion of the partial  
18 day absence not covered by paid leave.]

19 “[(7) Overtime.]

20 “[(a) Authorization. Overtime-eligible employees are eligible for overtime  
21 when:]

22 “[(A) Time worked is in excess of 40 hours in one workweek; or]

23 “[(B) Time worked in a single workday exceeds 12 hours. In such a case,  
24 overtime is calculated and paid only for the time worked in excess of 12 hours  
25 in any one workday or in excess of 40 hours worked in one workweek.]

26 “[(b) Unauthorized overtime. An overtime-eligible employee who performs  
27 overtime work without authorization from the employee's supervisor may be  
28 subject to discipline.]

29 “[(c) Volunteering. An appointing authority may not allow an employee who  
30 is overtime-eligible and who has worked 40 hours in a workweek to perform

1 work that is the same or similar to the employee's regularly assigned duties  
2 on a volunteer basis. Such voluntary work performed by an overtime-eligible  
3 employee during a workweek in which the employee has worked 40 hours is  
4 considered time worked for purposes of computing overtime.]

5 "[8] *Eligibility.* All legislative agencies and parliamentary offices, other  
6 than legislative librarian positions, are exempt from the Fair Labor Standards  
7 Act (FLSA). Some positions are treated under these rules as overtime eligible,  
8 as determined using FLSA criteria. The employees in these positions are eli-  
9 gible for overtime.]

10 "[9] (12) Recording and compensation.

11 "(a) In the case of overtime-eligible employees, all time worked must be  
12 recorded on the employee's timesheet. Overtime is compensated at the rate  
13 of one and one-half times the employee's regular hourly rate of pay, as de-  
14 fined by the Bureau of Labor and Industries, at the time the overtime is  
15 worked. For the purpose of calculating overtime, accrued paid leave that is  
16 used is not considered as time worked, but a paid holiday that is taken off  
17 is considered as time worked.

18 "(b) An [agency head or parliamentarian] **appointing authority** may elect  
19 to compensate overtime-eligible employees by cash payment or by  
20 compensatory time. An employee may accrue a maximum of 240 hours of  
21 compensatory time. An employee who has accrued 240 hours of compensatory  
22 time and who works overtime must receive cash payment for the overtime  
23 worked in excess of 240 hours.

24 "[10] (13) Use of compensatory time.

25 "(a) In the case of overtime-eligible employees, compensatory time is  
26 available for use any time following the workday in which it is earned. The  
27 use of compensatory time may be requested by the employee or may be re-  
28 quired by the appointing authority.

29 "(b) The use of compensatory time must be scheduled in advance.

30 "(c) A supervisor shall grant an overtime-eligible employee's request to



1 use accrued compensatory time unless doing so would unduly disrupt busi-  
2 ness operations.

3 “(d) Compensatory time must be used within 18 months **of its accrual.**  
4 After 18 months, unused compensatory time will be paid to the employee at  
5 the employee’s current rate of pay.

6 “[~~(11)~~] (14) Compensation and compensatory time at termination. [*In the*  
7 *case of overtime-eligible employees, an employee who terminates employment*  
8 *shall be paid for accrued compensatory time at the employee’s regular hourly*  
9 *rate at termination.*] **Upon termination of employment, an overtime-**  
10 **eligible employee’s unused compensatory time shall be paid at the av-**  
11 **erage regular rate of compensation received by the employee during**  
12 **the last three years of the employee’s employment or at the**  
13 **employee’s final regular rate of compensation, whichever is higher.**

14 “[~~(12)~~] (15) Compensation and compensatory time upon transfer or pro-  
15 motion.

16 “(a) When an overtime-eligible employee transfers or is promoted to a  
17 different position in the Legislative Branch, the appointing authority for the  
18 position being vacated shall pay [*the employee for*] all accrued compensatory  
19 time earned prior to the effective date of transfer or promotion at the regular  
20 hourly pay rate the employee was receiving on the workday prior to transfer  
21 or promotion.

22 “(b) The appointing authority for the position being filled may, prior to  
23 the effective date of the transfer or promotion, agree in writing to allow the  
24 employee to retain some or all of the employee’s accrued compensatory time,  
25 which then becomes the liability of the legislative unit or agency to which  
26 the employee is transferring or being promoted.

27 “[~~(13)~~] (16) Compensation and compensatory time before termination. An  
28 appointing authority may elect at any time to pay an overtime-eligible em-  
29 ployee in cash for all or a portion of compensatory time after such time has  
30 been accrued. If an employee is paid for accrued compensatory time before

1 termination, payment shall be made at the employee's regular hourly pay  
2 rate at the time of payment.

3 "[14] (17) Second jobs. When an employee applies for a second job within  
4 the Legislative Branch:

5 "(a) If the employee is working full-time for the first legislative agency  
6 or parliamentary office and if the second Legislative Branch position has the  
7 same or similar job duties, the second legislative agency or parliamentary  
8 office shall be responsible for any overtime pay liability. However, the sec-  
9 ond agency or office may refuse to hire the employee because of potential  
10 overtime pay liability.

11 "(b) If the employee is working part time for the first legislative agency  
12 or parliamentary office and if the second legislative agency or parliamentary  
13 office job has the same or similar duties, the two entities shall **consult with**  
14 **Employee Services to determine if the entities** mutually agree on the  
15 employee's overtime eligibility status and any overtime pay obligation. Un-  
16 less both entities agree otherwise, the legislative agency or parliamentary  
17 office employing the employee at the time the employee exceeds 40 hours in  
18 one workweek shall pay any overtime for which the employee is eligible.

19 "(c) If the second legislative job is **unrelated, has different duties or**  
20 *[in a different capacity than the employee's regular job and]* is occasional or  
21 sporadic, the second legislative agency or parliamentary office may, **de-**  
22 **pending on the duties**, hire the employee without overtime pay liability.  
23 *[As used in this paragraph:]*

24 "[A] 'Different capacity' means employment involving duties that do not  
25 fall within the same general occupational category as the employee's regularly  
26 assigned duties.]

27 "[B] 'Occasional or sporadic' means infrequent, irregular or occurring in  
28 scattered instances.]

29 "[15] Separation of powers.]

30 "[a] Unlike the United States Constitution, which establishes separation



1 of powers only by implication, the Oregon Constitution contains a specific re-  
2 quirement dividing state government into three separate branches: the Legis-  
3 lative, the Executive and the Judicial. The Oregon Constitution further  
4 provides that no person charged with official duties under one of these  
5 branches shall exercise any of the functions of another, except as otherwise  
6 expressly provided in the Constitution. See Article III, section 1, Oregon Con-  
7 stitution.]

8 “[(b) Article III, section 1, prohibits:]

9 “[(A) Employees of one branch from undertaking a duty or function that  
10 belongs in another branch;]

11 “[(B) Employees of one branch, in performing a duty appropriate to that  
12 branch, from doing so in a way that unduly interferes with the operation of  
13 another branch’s function; and]

14 “[(C) The same person from simultaneously performing duties as an affil-  
15 iate of more than one branch.]

16 “[(c) Due to Article III, section 1, employees may not work for more than  
17 one branch of government simultaneously.]

18 “[(16)] (18) Differentials.

19 “(a) Shift differential.

20 “(A) Shift differential applies to any employee who is in an overtime-  
21 eligible position and whose regularly scheduled workday falls entirely or  
22 partially within the hours of 6:00 p.m. and 6:00 a.m. or on Saturday or Sun-  
23 day. **The differential is \$1 per hour.**

24 “[(B) The amount of shift differential must be consistent with differentials  
25 paid in other branches of state government. Shift differential is applied to the  
26 actual time worked between the hours of 6:00 p.m. and 6:00 a.m., or on Sat-  
27 urday or Sunday, and is considered in the calculation of overtime pay.]

28 “[(C) Shift differential may not be computed at the rate of one and one-half  
29 the employee’s regular rate of pay for a shift occurring on a holiday.]

30 “[(D) Shift differential is not applied to base pay rates for computation of

1 *pay during leave with pay.]*

2 “[(E)] (B) An appointing authority and employee may mutually agree, in  
3 advance and in writing, to waive the payment of shift differential. A waiver  
4 is [possible] **permitted** only when an employee requests to work a schedule  
5 that would otherwise qualify for payment and the approval is based on the  
6 employee’s personal preference rather than business need.

7 “(b) Work out of class.

8 “(A) Eligibility and rate. Except as described below, an employee assigned  
9 in writing to perform duties of an existing, higher-level classification for a  
10 period of 10 or more consecutive [work days] **workdays** must be compensated  
11 for the performance of such duties. **The rate of pay for temporary duties**  
12 **at a higher classification is five percent of the employee’s base rate**  
13 **of pay.** *[Compensation is generally a temporary one-step salary increase for the*  
14 *period during which the duties are performed. Under unusual circumstances,*  
15 *such as when the employee assumes the full responsibility of a higher level*  
16 *class and a one-step increase is not sufficient to compensate the employee at*  
17 *the minimum rate of the higher level class, and after consultation with the*  
18 *Human Resources Director, an appointing authority may grant more than a*  
19 *one-step increase. The appointing authority shall document and retain the*  
20 *reasons for granting more than a one-step increase. The pay rate of an em-*  
21 *ployee receiving work out of class may not exceed the top step of the higher*  
22 *level classification.]*

23 “(B) Duration. Work out of class duties may be assigned for a specified  
24 period not to exceed one year. An appointing authority may extend a work  
25 out of class assignment beyond one year under unusual circumstances.

26 “(C) Waiver. When an employee is assigned higher-level duties that would  
27 otherwise qualify for work out of class, the employee and appointing au-  
28 thority may mutually agree to waive the work out of class when the purpose  
29 of the assignment is to give the employee the opportunity to learn a  
30 higher-level job skill.



1       “(c) Lead differential.

2       “(A) An employee may receive a [*one-step*] **five percent** lead differential  
3 when an appointing authority assigns lead work or team leader duties to that  
4 employee for a period of 10 or more consecutive [*work days*] **workdays**. The  
5 appointing authority shall consult with [*the Human Resources Director*]  
6 **Employee Services** prior to authorizing such payment.

7       “(B) Lead differential does not apply to employees whose classifications  
8 normally include lead work or team leader duties, or to voluntary training  
9 or developmental assignments.

10       “(C) Payment of a lead differential must be designated for a specific lead  
11 work or team leader assignment, project or time period as determined by the  
12 appointing authority. The employee must be paid for the full period during  
13 which the duties are assigned.

14       “(D) When an employee who is receiving a lead differential is temporarily  
15 assigned to perform work that qualifies for a work out of class differential,  
16 the appointing authority may continue the lead differential for the duration  
17 of the work out of class assignment for up to one year.

18       “(E) While [*this*] **the lead** differential is normally [*one step*] **five**  
19 **percent**, the appointing authority, **after consultation with Employee**  
20 **Services**, may determine that [*two steps are*] **10 percent is** warranted when  
21 the lead work assignment is significantly larger as a result of factors in-  
22 cluding, but not limited to:

23       “(i) The number of employees led.

24       “(ii) The number of work units led.

25       “(iii) The complexity of, or differences between, the work unit or units  
26 led.

27       “(iv) The number of geographic locations in which the employee is leading  
28 staff.

29       “(F) [*The appointing authority shall document and retain the reasons*]  
30 **Necessary justification documentation must be maintained in the**

1 **employee's personnel record** for granting a [*two-step*] **10 percent** lead dif-  
2 ferential.

3 "(G) As used in this paragraph, 'lead work or team leader duties' includes  
4 duties where, on a recurring or daily basis, the employee has been assigned  
5 the responsibility to perform substantially all of the following functions:

6 "(i) Training or orienting new employees.

7 "(ii) Assigning and reassigning tasks to other employees.

8 "(iii) Giving direction to other employees concerning day-to-day work  
9 procedures.

10 "(iv) Communicating established standards of performance to affected  
11 employees.

12 "(v) Reviewing the work of other employees to ensure conformance to  
13 established standards.

14 "(vi) Providing informal assessment of employees' performance to the  
15 supervisor.

16 "(d) On-call differential.

17 "(A) When an overtime-eligible employee is required to work times other  
18 than the employee's regular, flexible or irregular work schedule in order to  
19 perform work before the employee's next regularly scheduled [*work day*]  
20 **workday**, the employee must be compensated with an on-call duty differen-  
21 tial.

22 "(B) An overtime-eligible employee who is on-call and available for work  
23 need not be subject to restrictions that prevent the employee from using  
24 on-call time for the employee's own purposes, but must be available, within  
25 60 minutes of being requested, to consult by telephone or to report promptly  
26 for work. On-call duty differential pay may not be applied to base pay rates  
27 for computation of pay during leave with pay.

28 "(C) An on-call employee who returns to work when requested shall be  
29 paid the on-call differential for a minimum of two hours at the rate of time  
30 and one-half. Additional time worked is paid on an hourly basis for each



1 hour or major portion of an hour worked at the rate of time and one-half.  
2 As used in this subparagraph, 'major portion of an hour' means 30 minutes  
3 or more.

4 "(D) On-call duty differential does not apply to employees working in  
5 overtime situations or whose flexible or irregular work schedule falls be-  
6 tween 5 p.m. and 8 a.m. or on weekends.

7 "(e) **Short session differential.**

8 "(A) **Employees hired to staff short session duties are eligible for a**  
9 **five or 10 percent differential.**

10 "(B) **Short session employees are not eligible for any benefits other**  
11 **than those required by law.**

12 "(C) **The differential is only available December through April for**  
13 **sessions occurring in even numbered years.**

14 "(f) **LAC or a person designated by LAC may establish any other**  
15 **differential that is in addition to those listed in this subsection.**

16 "[e] *The presiding officers may establish any other differential, in addition*  
17 *to those listed above, determined by the presiding officers to be necessary.]*

18 "[17)] (19) **Call back.**

19 "(a) An overtime-eligible employee who has been released from duty and  
20 who must return to the work site to perform work before the employee's next  
21 regularly scheduled [*work day*] **workday** shall be compensated for a mini-  
22 mum of two hours of work. The work may be performed:

23 "(A) At the employee's work site.

24 "(B) At a work site other than the employee's official work site.

25 "(b) Time worked that is a continuation of or immediately preceding an  
26 overtime-eligible employee's normal work schedule, that is scheduled in ad-  
27 vance or that does not require the employee to physically travel to a work  
28 site does not constitute call back. An employee may be called back only by  
29 the appointing authority or by the employee's immediate supervisor.

30 "(c) A full-time overtime-eligible employee shall be compensated for call

1 back time in excess of 40 hours in a [*work week*] **workweek** in accordance  
2 with subsections [(7) to (9)] **(10) to (12)** of this rule. A part-time overtime-  
3 eligible employee shall be compensated for call back time at straight time  
4 and shall be paid at the hourly rate equivalent to the employee's current  
5 salary. If a part-time employee's call back time, when combined with the  
6 employee's regular hours worked in a [*work week*] **workweek**, exceeds 40  
7 hours, the work in excess of 40 hours shall be compensated in accordance  
8 with subsections [(7) to (9)] **(10) to (12)** of this rule."

9 On page 22, line 39, delete "Salary range" and insert "Base rate of pay".

10 On page 27, line 40, delete "(20)" and insert "(18)".

11 On page 28, line 25, delete "(20)" and insert "(18)".

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