

2025-2027 STATE OF OREGON and AFSCME Central Table  
Union Initial Proposal

DATE: 05/06/2025

TIME:

**LETTER OF AGREEMENT - DISRUPTION OF WORK**

**In the event that work operations cannot be completed, by no fault of the employee and excluding weather-related incidents, the employee shall receive Miscellaneous Paid Leave (MPL) for the duration of the work disruption.**

## LETTER OF AGREEMENT - ARTIFICIAL INTELLIGENCE

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) and AFSCME Council 75 (Union).

The Parties support technological advancement, recognizing that it is necessary to ensure that the needs of Oregonians are being addressed. When, in seeking out these new technologies to achieve greater efficiency, Artificial Intelligence (AI) is chosen, the Parties agree to the following:

1. Definition of AI. Technology that enables computers and machines to simulate human learning, comprehension, problem solving, decision making, creativity and autonomy.
2. Employee Usage, Impacts and Protections.
  - a. Any AI systems introduced into the workplace will comply with all applicable laws and contract language regarding data privacy and employee confidentiality. No AI system shall be used to monitor or track employees in a manner that infringes on their privacy rights.
  - b. When AI systems are incorporated into the workflow of employees, the employees shall be adequately informed and trained to appropriately utilize the system.
3. Employer Usage.
  - a. The Employer will not use any AI systems during the hiring, promotion, employee evaluation, or disciplinary processes.
  - b. All AI systems shall require human-in-the-loop oversight in their adoption, deployment, and day-to-day use. AI will solely be used as a tool to assist workers in performing their jobs - all final decision-making shall remain under the control of employees.
  - c. No employees will be unfairly discriminated against or penalized as a result of the Employer's use of AI.

- d. Agencies shall not reduce their position authority as a result of AI implementation.
- 4. Union Rights to Information.
  - a. The Employer will notify the Union at least ninety (90) days in advance of implementing any AI or automation systems that may impact the workforce. Upon request, the Employer shall meet with the Union to discuss the potential impacts of the implementation and discuss ways to mitigate them.
  - b. The Employer will conduct regular and thorough checks of AI systems to ensure they are functioning properly and will inform the Union if/when any issues arise that may impact employees.
  - c. The Employer shall provide the Union with an annual report on AI usage at the State.

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AFSCME CENTRAL TABLE / STATE OF OREGON 2025-2027 LETTERS OF AGREEMENT		
Letter of Agreement	Status	Notes
NEW EMPLOYEE NOTICE/UNION ACCESS	<u>Extend</u>	
PEBB MEMBER ADVISORY COMMITTEE	<u>Extend</u>	
SALARY AND BENEFIT REPORT	<u>Extend</u>	
SALARY RANGE TRUNCATION	<u>Sunset</u>	
ONE-TIME PAYMENT COLA	<u>Sunset</u>	
CONTRACT SPECIALIST		<u>Union Proposal from 03/25/2025</u>
OREGON UNIONS STATE WORKER TRAINING FUND	<u>Incorporate in CBA</u>	
ESSENTIAL WORKER INCLEMENT WEATHER/HAZARDOUS CONDITIONS PAY	<u>Incorporate Union Proposal from 3/25/2025 in CBA</u>	
NATURAL DISASTER LEAVE	<u>Incorporate in CBA</u>	
STATE POLICY 50.050.01 WORKING REMOTELY UPDATES	<u>Extend</u>	
CHILDCARE AND ELDERCARE EXPLORATORY COMMITTEE	<u>Sunset</u>	
PAY EQUITY	<u>Extend</u>	

AFSCME CENTRAL TABLE / STATE OF OREGON 2025-2027 LETTERS OF AGREEMENT		
BI-WEEKLY PAY PERIOD/WORKDAY	<u>Sunset</u>	

INTERIM LETTER OF AGREEMENT		
Letter of Agreement	Status	Notes
FAMILY MEMBER DEFINITION	<u>Incorporate in CBA</u>	

**Central Table Placeholder List**

- **Childcare/Eldercare language**
- **Privacy (tracking employee movements)**

[BCD ARTICLE 22]

## **HEALTH AND WELFARE INSURANCE**

### **Section 1.**

An Employer contribution will be made for each eligible employee who has at least eighty (80) paid regular hours in the month unless required by law.

### **Section 2.**

The contribution for eligible participating part-time employees with eighty (80) or more paid regular hours for the month the Employer shall contribute a prorated amount of the contribution for full-time employees unless otherwise required by law. "Regular hours" means all hours of work or paid leave except overtime hours, i.e., those above eight (8) hours in a day or forty (40) hours in a week. Thus, "regular hours" shall include additional non-overtime hours worked above an employee's regular work schedule. In the event that a part-time employee, who is regularly scheduled to work half-time or more, fails to maintain at least half-time paid regular hours because of the effect of prorated holiday time or other paid or unpaid time off, they shall be allowed to use available vacation or comp time to maintain their eligibility for benefits and the Employer's contribution for such benefits.

1. The Employer contribution amount of the plan selected by the employee will be calculated as follows:

- a. Part-Time Employees Electing Part-Time Insurance.

Part-Time premium rate x Employer contribution percentage (as defined in Section 3) x the ratio of paid regular hours to full-time hours to the nearest full percent = Employer contribution.

In addition, there shall be a subsidy based on the employee's coverage tier for the Plan Years covered in this Article. The part-time subsidy shall be determined by PEBB for each plan year.

The employee will pay the premium balance.

**b. Part-Time Employees Electing Full-Time Insurance.**

Full-time premium rate x Employer contribution percentage (as defined in  
Section 3) x the ratio of paid regular hours to full-time hours to the nearest  
full percent = Employer contribution.

The employee will pay the premium balance.

**Section 3. Plan Years 2025<sup>3</sup> through 2027<sup>5</sup>.**

For Plan Years ~~2023, 2024 and~~ 2025 the Employer will pay ninety-five percent (95%) and  
the employee will pay five percent (5%) of the monthly premium rate as determined by  
PEBB. For employees who enroll in a medical plan that is at least ten percent (10%)  
lower in cost than the monthly premium rate for the highest cost plan available to the  
majority of employees, the Employer shall pay ninety-nine percent (99%) of the monthly  
premium for PEBB health, vision, dental and basic life insurance benefits and the  
employee shall pay one percent (1%).

**Section 4.**

If the Collective Bargaining Agreement provides for a COLA with an effective date of the  
second (2<sup>nd</sup>) year of a biennium and the difference in the projected increase in the PEBB  
composite rate for the following calendar year falls below three point four percent (3.4%),  
then the COLA will be moved up by one (1) full month for each month it is sufficiently  
funded by the savings.

(See LOA's: [PMAC](#))

*Similarly, revise in the following CBA articles with the bolded/underlined language:*

*CCB - Article 31*

*DLCD - Article 19*

*DSL - Article 16*



62 *SACU - Article 21*  
63 *Dentists - Article 12*  
64 *DOJ (OAJA) - Article 18*  
65 *OLCC - Article 42*  
66 *REA - Article 32*  
67 *OSH (RN) - Article 50*  
68 *OSP - Article 26*  
69 *OMD - Article 14*  
70 *OYA - Article 13*  
71 *LTCO - Article 30*  
72 *OHAP - Article 15*  
73 *DEQ - Article 40*  
74 *OEM - Article 26*  
75 *OSFM - Article 23*  
76 *OPDC - Article 25 (all 3 contracts - 2435, -01, -02)*  
77

REV: 2015, 2017, 2019, 2021,2023

[BCD ARTICLE 29]

## **TERM OF AGREEMENT**

### **Section 1.**

Unless otherwise noted in a specific article in the Agreement, this Agreement becomes effective on the date of ratification at the local table and expires June 30, 2027<sup>5</sup>. The Union shall send a letter informing the Department of Administrative Services Labor Relations and the affected Agency of the specific ratification date of the tentative agreement. If the Union does not send the letter identifying the date of the ratification vote, the Employer will use the effective date of the agreement as being the first of the month following the date of signature.

### **Section 2.**

Either party may open negotiations for a successor agreement by giving written notice to the other party between the dates of December 1, 2026<sup>4</sup> and December 31, 2026<sup>4</sup>. Negotiations for a successor agreement will start between February 15, 2027<sup>5</sup> and March 15, 2027<sup>5</sup>.

*Similarly, revise in the following CBA articles with the bolded/underlined language:*

*CCB - Article 43*

*DLCD - Article 4*

*DSL - Article 41*

*SACU - Article 60*

*Dentists - Article 34*

*DOJ (OAJA) - Article 3*

*OLCC - Article 62*

*REA - Article 42*

*OSH (RN) - Article 59*

*OSP - Article 2*

*OMD - Article 2*

*OYA - Article 2*

*LTCO - Article 2*

*OHAP - Article 28*

*DEQ - Article 56*

*OEM - Article 2*

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36 *OSFM - Article 4*

37 *OPDC - Article 2*

38

39

REV: 2015, 2017, 2019,2023

2025-2027 STATE OF OREGON and AFSCME CENTRAL TABLE  
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DATE: 05/06/2025

TIME:

[BCD ARTICLE 51]

**WORKING REMOTELY**

**Section 1.**

Oregon state government encourages working remotely where it is a viable option that benefits both the employee and the agency. Use of remote work options promote the health and safety of Oregonians; ensures high-quality work and optimal use of resources for agencies; ensures cultural, equity and accessibility issues are addressed in a meaningful way; and supports flexibility and work-life balance for employees. It also offers the opportunity to be more flexible in interactions with the Oregonians we serve and decreases an agency's impact on the environment. Remote work arrangements are subject to the State Policy 50.050.01 (Working Remotely) and the terms and conditions of this collective bargaining agreement.

**Section 2.**

Where all or a portion of an employee's duties can be successfully performed away from their primary duty station, an employee is eligible for a remote work, upon agency approval.

**Section 3. Remote Work Requests.**

Requests to work remotely may be initiated by an employee and must be approved by the employee's supervisor to ensure that all or a portion of the position's duties are suitable for remote work and meets the agency's business and operational needs, as well as those of the agency's customers and the employee. Remote work agreements must be documented through the working remotely process in the state human resources information system. Remote work requests will not be unreasonably denied. Agency decisions will be made as soon as possible, but in no case more than thirty (30) days after the employee's request. Where more than one (1) qualified employee requests remote work for a particular period of time and all requests cannot be accommodated, the remote work opportunities will be evenly distributed or rotated. **Ad**

30 hoc in person meetings, trainings or other in person requirements shall not  
31 cause an employee to be ineligible for a remote work agreement. Database  
32 security access shall not be a reason to deny remote work. In these instances,  
33 management shall problem-solve a solution with their employee.

34  
35 **Section 4. Remote Work Denials or Rescissions.**

36 If an employee's request to work remotely is denied or rescinded, the supervisor must  
37 provide a written response within ten (10) calendar days to the employee documenting  
38 the reason(s) for the denial or rescission. Remote work requests shall not be  
39 arbitrarily denied or rescinded. Upon request, the Union, Employer, and DAS  
40 shall meet at a mutually agreed upon time within fifteen (15) calendar days, to  
41 discuss the denial or rescission. If an employee has worked remotely in their  
42 current job classification for six (6) months or more, management must provide  
43 detailed information in writing on why the job duties can no longer be completed  
44 remotely before a denial or rescission is implemented. Rescissions of remote work  
45 by the employer may be made with at least ten (10) calendar days advance notice. The  
46 Agency or the employee may terminate individual agreements, in whole or in part, upon  
47 at least ten (10) calendar days notice. The Employer will provide a minimum of thirty  
48 (30) calendar days' advance notice if they are rescinding a remote work agreement for  
49 an employee who lives seventy-five (75) miles or more from their previously assigned  
50 worksite. Employees who have either rescinded their remote work or had their remote  
51 work rescinded by the employer shall be eligible to be considered for remote work in  
52 the future. Employees who rescind their remote work agreement, in whole or in part,  
53 shall be guaranteed a workspace at an Employer facility.

54  
55 **Section 5. Inclement conditions may arise in remote work locations.**

56 If utility providers experience outages that prevent an employee from working,  
57 employee's may access inclement weather/hazardous conditions leave, unless there  
58 is an alternate work location available.

**Section 6.**

A. Any alleged violations of this article may be appealed directly to the DAS Labor Relations Unit within thirty (30) days of the alleged violation. ~~Such appeals are not arbitrable.~~

B. Any alleged violations of sections (3) or (4) of this article may be appealed directly to an appeal panel consisting of a representative of the DAS LRU and a Union designee. Decisions and remedies shall be rendered by the panel no later than thirty (30) days after receipt of the appeal by the panel. The decision and remedy are not arbitrable and will be binding on the parties. If no decision is rendered by the panel, the Union may file for arbitration in accordance with the grievance procedure ~~then the supervisor's decision will stand.~~

**Section 7. Equipment.**

In the event of equipment malfunction or other circumstances which may interfere with the performance of work assignments, the employee shall promptly notify the supervisor. The agency provides basic technology equipment and related devices necessary for the employee to perform their assigned job duties at the primary or alternate worksite. The equipment and devices are for agency business only and must comply with the agency's desktop security and maintenance policies and practices. Employees will not conduct state business on the following personal equipment phones, computers, laptops or other information storing devices. Exceptions are subject to the approval of the State Chief Operating Officer. Additional technology and devices may be provided to the employee at the discretion of the agency or in accordance with the Americans with Disabilities Act (ADA).

Employees who work remotely will enter all assets (equipment, office furniture, etc.) provided to them in the state human resources information system.

**Section 8. Remote Work Supplies.**

Remote work office supplies shall be provided by the Agency. Equipment, software or supplies which are provided by the Agency for remote work shall be for the purposes of conducting Agency business only.

**Section 9. Remote Worksite.**

Office furniture shall normally be provided by the employee working remotely. Subject to management approval, employees working remotely may access the State surplus warehouse for office furniture for their remote work location. An ergonomic study may be requested by the employee or the supervisor.

The employee maintains a safe remote workspace. The employee must immediately report to the supervisor any injury that occurs during work hours. The state is not responsible for loss, damage, repair, replacement or wear of personal property.

SAIF or Agency safety representatives shall have reasonable access to the home worksite to conduct accident investigations or job site evaluations.

**Section 10. Work Location, Mileage and Travel Time.**

The employee's central worksite will be assigned by the agency. In addition, employees may be required to report to Agency or non-Agency locations for purposes such as meetings, training sessions and policy/practice coverage. **For hybrid work agreements, employees shall have the ability to flex in-office workdays as needed, so long as it does not impact agency operations.** Business visits, meetings with Agency customers or meetings with co-workers shall not be held at the remote worksite unless approved by the employee's supervisor. Mileage will be paid in accordance with the DAS OAM Travel Policy. Travel time will be compensated in accordance with the Fair Labor and Standards Act (FLSA). Effective September 1,

2023, employees will no longer be reimbursed for travel expenses between the alternate workplace and the central workplace, regardless of their remote work status. This change is not intended to impact employees otherwise entitled to travel expenses per the Oregon Accounting Manual and/or DAS Policy Working Remotely 50-050-01.

**Section 11. Expectations and Goals.**

Remote work employees and their managers will develop a clear set of expectations and goals for the work to be performed on remote work days. Such expectations may include checking E-Mail and voice-mail on a regular basis and returning phone calls in a timely manner. Employees will review and acknowledge the State of Oregon Employees Working Remotely Acknowledgement Form in the state human resources information system.

**Section 12. Training.**

Appropriate training will be provided for participating managers and employees.

**Section 13. Other Provisions.**

These provisions are applicable to all Sections listed above.

- A. Call back and overtime will be handled as outlined in the applicable provisions of this collective bargaining agreement.
- B. Since supervisors must continue to be in a position to evaluate employee performance, certify the accuracy of time sheets and attendance records, and perform a variety of other supervisory responsibilities, employees should anticipate that, in addition to being supervised pursuant to normal office procedures, there will also be the possibility that they will receive telephone calls at the phone number employees have designated in their remote work arrangement.
- C. In the event of a work stoppage, remote work arrangements utilized by represented employees shall be suspended.



D. Members have the right to Union representation as enumerated in this collective bargaining agreement or as guaranteed by the law.

E. The Agency or the Union may initiate discussions with the other party to develop working groups to consider options relating to remote work.

F. The Agency shall not compel an employee to work remotely. Employees who choose to work in office shall be guaranteed a workspace at an Employer facility.

#### **Section 14. Remote Work Equity**

**Employees who are ineligible for remote work will receive an additional twenty-four (24) hours of Personal Business Leave per calendar year.**

NEW: 2021,REV: 2023

*Similarly, revise in the following CBA articles with the bolded/underlined language:*

*CCB - Article 51*

*DLCD - Article 39*

*DSL - Article 50*

*SACU - Article 67*

*Dentists - Article 42*

*DOJ (OAJA) - N/A*

*OLCC - Article 71*

*REA - Article 51*

*OSH (RN) - Article 67*

*OSP - Article 41*

*OMD - Article 53*

*OYA - Article 60*

*LTCO - Article 43*

*OHAP - Article 35*

*DEQ - Article 60*

*OEM - Article 48*

*OSFM - Article 41*

*OPDC - Article 27 (Attorney), Article 38 (Legal Support & ASD)*