

2025-2027 STATE OF OREGON and AFSCME CENTRAL TABLE
State Counter Proposal

DATE: 6/11/25 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**

DATE: 6/11/25 TIME:

~~hoc in person meetings, trainings or other in-person requirements shall not
cause be the sole reason an employee to be to determine if an employee is
ineligible for a remote and/or hybrid work agreement. Database security access
shall not be a reason to deny remote work. In these instances, management shall
problem solve a solution with their employee.~~

Section 4. Remote Work Denials or Rescissions.

If an employee's request to work remotely is denied or rescinded, the supervisor must provide a written response within ten (10) calendar days to the employee documenting the reason(s) for the denial or rescission. ~~Remote work requests shall not be arbitrarily denied or rescinded.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 Employees who have either rescinded their remote work or had their remote work rescinded by the employer shall be eligible to be considered for remote work in the future.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

Section 5. Inclement conditions may arise in remote work locations.

If utility providers experience outages that prevent an employee from working, employee's may access inclement weather/hazardous conditions leave, unless there 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

DATE: 6/11/25 TIME:

84 devices may be provided to the employee at the discretion of the agency or in
85 accordance with the Americans with Disabilities Act (ADA).

86
87 Employees who work remotely will enter all assets (equipment, office furniture, etc.)
88 provided to them in the state human resources information system.

89
90 **Section 8. Remote Work Supplies.**

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

94
95 **Section 9. Remote Worksite.**

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

100
101 The employee maintains a safe remote workspace. The employee must immediately
102 report to the supervisor any injury that occurs during work hours. The state is not
103 responsible for loss, damage, repair, replacement or wear of personal property.

104
105 SAIF or Agency safety representatives shall have reasonable access to the home
106 worksite to conduct accident investigations or job site evaluations.

107
108 **Section 10. Work Location, Mileage and Travel Time.**

109 The employee's central worksite will be assigned by the agency. In addition,
110 employees may be required to report to Agency or non-Agency locations for purposes
111 such as meetings, training sessions and policy/practice coverage. **For hybrid work**
112 **agreements, employees shall request approval shall have the ability to flex in-**

DATE: 6/11/25 TIME:

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

DATE: 6/11/25 TIME:

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

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DATE: 6/11/25 TIME:

- 176 *DEQ - Article 60*
- 177 *OEM - Article 48*
- 178 *OSFM - Article 41*
- 179 *OPDC - Article 27 (Attorney), Article 38 (Legal Support & ASD)*

**LETTER OF AGREEMENT – ADMINISTRATIVE LEAVE/DUTY STATIONED AT
HOME INVESTIGATION COMMUNICATION**

~~During any investigation where an employee is on administrative leave or duty stationed at home, the agency shall provide a status update to the steward of record, every thirty (30) days. If there is no steward of record, the agency shall provide the status update to a Council 75 representative.~~

When an employee is placed on administrative leave or duty stationed at home, the agency shall have a discussion with the employee regarding agency communication. The employee and agency will decide, by mutual agreement, on the frequency and the designee for agency check-ins with the employee. The agency shall meet the mutually agreed upon commitment during the duration the employee is on administrative leave or duty stationed. **Either party** may request a change to that communication at any time.