

**2025-2027 STATE OF OREGON and AFSCME CENTRAL TABLE  
Management Initial Proposal  
June 25, 2025**

**EMPLOYER PACKAGE PROPOSAL - B**

<b>ARTICLE/LOA</b>	<b>VERSION</b>	<b>DATE OF REFERENCE</b>
INCLEMENT WEATHER/HAZARDOUS CONDITIONS LEAVE	Management Proposal	See Attached
NEW ARTICLE – ESSENTIAL WORKER PAY	Management Proposal	See Attached

**INCLEMENT WEATHER/HAZARDOUS CONDITIONS LEAVE<sup>1</sup>**

[Building Codes Division (BCD) Article 37]

*Revise Section 1 as follows:*

**Section 1.**

a. The Employer/Agency designated official(s) may close or curtail offices, facilities, or operations because of inclement/environmental, weather, weather related or hazardous conditions, including active shooter or threat of violence. The Employer/Agency will announce such closure or curtailment to employees. The Employer/Agency shall factor in the safety of State employees and the public to determine a closure. An employee shall have the right to leave work if they deem it is necessary for safety. Subject to the operating needs of the agency and notification to their immediate supervisor, an employee may leave work early due to inclement weather or hazardous conditions and code their time as accrued sick leave, vacation, compensatory time off, personal leave or approved leave without pay. The Employer/ Agency will strive to make its decision to close and/or postpone day shift no later than 5 am; however, the Parties recognize that changing conditions may require further adjustment. The Employer/Agency may provide this information through methods such as mass notification systems, pre-designated internet web sites, phone trees, radio stations and/or television media. Notifications do not apply to employees who are required to report to work.

**Notifications do not apply to employees who are essential employees.**

b. For purposes of this Article essential staff are those staff who cannot perform their core job duties or essential Agency functions from a remote work location. The Agency shall notify employees of these designations and post the notices on

<sup>1 1</sup> This proposal applies to the following Local Tables

BCD – A	CCB – A	DEQ – A	DLCD – A	DOC Den – A		DSL – A	OAJA – A	ODEM – A	OHAP – A
OLCC – A	OLTCO – A	OMD – A	OPDC ASD – A	OPDC ATT – A	OPDC LS – A	OSFM – A	OSH RNS – A	OSPSU – A	OYA – A
REA – A	SACU – A								

Agency bulletin boards by November 1<sup>st</sup> of each year. Notifications do not apply to employees who are required to report to work. Essential staff/positions shall be designated by the Agency by November 1<sup>st</sup> of each year. Essential staff/positions shall be designated by the Agency by November 1<sup>st</sup> of each year. Such designations may be modified with two weeks advance notice to the affected employee(s). Essential staff who are required to report to work by the Employer/Agency shall be on approved leave without pay status if absent, unless the employee elects to use accrued leave. If an employee shows up within two (2) hours of their scheduled shift, subject to operating requirements and supervisory approval, they may make up the work time missed during the same workweek, provided work is available.

c. Where the Employer/Agency has announced a delayed opening pursuant to Section 1, employees are responsible for continuing to monitor the reporting sites for updated information related to the delay or potential closure. Employees may be allowed up to two (2) hours commuting time as reasonably needed to report for work after a delayed opening has been announced. Where an employee arrives late due to this extended commute, they may flex their time with manager's approval, or cover the time with accrued sick leave, vacation, compensatory time off, personal leave or approved leave without pay.

d. When a closure has been determined before the start of an employee's work day the employee may:

1. work from home, with manager's approval or
2. work from an alternate work location that is no more than fifty (50) miles from their regular work location ~~which has been identified by mutual agreement between the employee and the supervisor; or~~
3. use inclement weather/hazardous conditions leave **if no alternative worksite is available** as allowed for in Section 6 of this Article.

Revise Section 2 as follows:

**Section 2. FLSA Non Exempt Employees Only.**

If no work is available or the employee is unable to work from home or alternate work location, the employee will:

1. use accrued vacation hours, compensatory time off, personal leave time, leave without pay; or
2. use inclement weather/hazardous conditions leave (not to exceed forty (40) hours a biennium), or,
3. The employee may, with Agency prior approval, temporarily adjust their work hours during the same workweek to make up for hours not worked. The Agency shall not suffer any overtime or penalty payments as a result of this schedule change. The employee may be approved to flex their time to engage in training through the electronic employee training platform or other Agency approved resources remotely. Such approval will not be unreasonably denied. Employees engaging in these options will waive their shift differential for such time; or, Complete supervisory approved remote training courses.

Once the forty (40) hours of inclement weather/hazardous conditions leave is used, and there are more Agency closures **or curtailments** during the biennium, if unable to work remotely, the employee will use accrued vacation hours, personal leave or compensatory time off, leave without pay or, with prior Agency approval, temporarily adjust their work hours during the same workweek. The Agency shall not suffer any overtime or other penalty payments as a result of the change in schedule.

Revise Section 3 as follows:

**Section 3. FLSA Exempt Employees.**

When the Employer/Agency notifies employees not to report to work pursuant to Section 1, prior to the beginning of the work shift, FLSA exempt employee shall be paid for the

work shift. An FLSA exempt employee may be required to use paid leave or leave without pay where the closure applies to that employee for one (1) or more full workweek(s).

*Revise Section 4 as follows:*

**Section 4.**

Employees will not be eligible for inclement/hazardous conditions leave when their regular days off occur on a day the Agency closes an office or facility, or when the employee is on prescheduled leave **or already scheduled to work, or have the ability to work, from an alternate location. Only employees who are scheduled to report to work at the location which is closed or curtailed, the day of the closure or curtailment are eligible for any use of the inclement weather leave.**

Inclement weather/hazardous conditions leave shall not count as hours worked for the purpose of overtime calculation.

Inclement weather/hazardous conditions leave not used during the biennium will be lost and will not be rolled over into the next biennium. Inclement weather/hazardous conditions leave is not compensable if the employee separates from state service.

Part time employees will receive a prorated amount of inclement weather leave when applicable.

*Revise Section 5 as follows:*

**Section 5.**

When in the judgment of the Employer/Agency, inclement/environmental, weather or weather-related or hazardous conditions, including active shooter or threat of violence require the closing of the work place following the beginning of an employee's work shift, the employee shall be paid for the remainder of their work shift, **unless an alternate work location is available.**

**Section 6. Alternate Work Sites.**

Employees may be assigned or authorized to report to work at an alternative work site(s) and be paid for the time worked. Employees who have been pre-approved to work

remotely and are unable to complete their assigned duties due to a loss of electricity, loss of internet service, or comparable circumstance, due to inclement or hazardous conditions will pursue alternative methods for completing their assigned duties. However, employees unable to work through an alternative method will be eligible for inclement/hazardous conditions leave not to exceed the forty (40) hours a biennium.

**Section 7. Late or Unable to Report.**

Where the Agency remains open and an employee notifies their supervisor that they are unable to report to work, or will be late, due to inclement weather, weather related, or hazardous conditions including active shooter or threat of violence, the employee shall be allowed to work from home with the approval of their supervisor, use accrued vacation leave, compensatory time off, personal leave or approved leave without pay, or accrued sick leave. Where the Employer and the employee mutually agree, the employee may be permitted to flex their time.

**Section 8. Employees on Pre-scheduled Leave.**

If an employee is on pre-scheduled leave the day of the closure, the employee will be compensated according to the approved leave.

**Section 9. Make-up Time Provisions.**

Subject to Agency operating requirements and supervisory approval, employees who do not work pursuant to Sections 2 and 5 of this Article may make-up part or all of their work time missed during the same workweek. In no instance will time worked during the make-up period result in overtime being charged to the Agency. The Employer/Agency shall not be liable for any penalty or overtime payments when employees are authorized to make up work.

**Section 10.**

If the Employer/Agency anticipates the inclement condition will last longer than fourteen (14) calendar days, the Parties will meet and discuss impacts of the inclement weather and/or hazardous conditions.

**Section 11. Non-Essential Workers Required During Inclement Weather/Hazardous Condition.**

**When a situation arises that requires management to direct a non-essential worker to report to work, in-person, during a Inclement Weather/Hazardous Conditions event, the employee shall receive the Essential Worker Inclement Weather/Hazardous Conditions Pay differential under Article XX.**

REV: 2017, 2021, 2023

**NEW ARTICLE - ESSENTIAL WORKER PAY**

When a situation exists that would otherwise close or curtail state offices, essential workers having to report to work, in-person, shall receive the Essential Worker Inclement Weather/Hazardous Conditions Pay differential.

The Essential Worker Inclement Weather/Hazardous Conditions Pay differential shall be ~~three~~ **four** dollars (\$~~34~~.00) per hour for all hours worked on a designated closure or curtailment day, regardless of the starting or ending time **Employees will be paid for their whole shift that falls within a designated closure day, regardless of the starting or ending time of the closure. Employees will be paid for their whole shift when their shift falls during a curtailment.**

Staff working at agencies with 24/7 operations that are not curtailed shall receive the Essential Worker Inclement Weather/Hazardous Conditions Pay benefits when any state agency offices are **formally closed by DAS or ODOT in accordance with State HR Policy 60.015.01** ~~closed or are closed to the public due to inclement weather/hazardous conditions~~ within the county of their worksite. For 24/7 operations, if inclement weather occurs on a weekend (and would normally result in a closure of a state agency office in the county of their worksite during Monday through Friday), staff shall receive the Essential Worker Inclement Weather/Hazardous Conditions Pay. **DAS or ODOT will determine if a closure would have occurred on a weekend and/or a holiday when state offices are otherwise closed.**

*Article will be added in the following CBAs:*

*BCD*

*CCB*

*DLCD*

*DSL*

*SACU*

*Dentists*

*DOJ (OAJA)*

*OLCC*

*REA*



35 OSH (RN)  
36 OSP  
37 OMD  
38 OYA  
39 LTCO  
40 OHAP  
41 DEQ  
42 OEM  
43 OSFM  
44 OPDC  
45

# AFSCME CENTRAL TABLE/DAS Letters of Agreement 2025-2027

1. Continue as LOA
2. Sunset
3. Incorporate into Contract
4. Continue as Modified
5. Incorporate as Modified

State Counter 6/25/25

NUMBER	TITLE	AGENCY	UNION	MGT	COMMENTS
Central Table LOAs					
	Bi-Weekly Pay Period/Workday	All	2	2	
	Childcare and Eldercare Exploratory Committee	All	2	2	
	Contract Specialist	All	4	4	State Proposal 6/17/25
	Contracting Out Feasibility Study	All		1	
	Essential Worker Inclement Weather/Hazardous Conditions Pay	All	5	5	State Proposal 6/25/25
	Natural Disaster Leave	All	3	3	State Proposal 6/25/25
	New Employee Notice / Union Access	All	1	1	
	One-Time Payment COLA	All	2	2	
	State Workers Training Fund	All	3	1	
	Pay Equity	All	1	4	State Proposal 3/25/25
	PEBB Member Advisory Committee	All	1	1	
	Salary and Benefit Report	All	1	1	
	Salary Range Truncation	All	2	2	
	PT Medical Insurance Computation and Subsidy	All		1	
	State Policy 50.050.01 Working Remotely Updates	All	1	1	Agree to continue
	Family Member Definition	All	3	3	

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NUMBER	TITLE	AGENCY	UNION	MGT	COMMENTS

**OTHER LEAVES**

[Building Codes Division (BCD) Article 18]

*Revise Section 1 as follows:*

**Section 1. Leaves With Pay.**

a. **Personal Leave.** After completion of trial service, regular, permanent, full-time employees shall be entitled to twenty-four (24) hours of personal leave with pay for each fiscal year. Part-time, job-share, and seasonal employees shall be granted twelve (12) hours of personal leave if it is anticipated they will work one thousand and forty (1,040) hours for the fiscal year. Should a part-time, job-share, or seasonal employee fail to work one thousand and forty (1,040) hours for the first fiscal year, the value of personal leave time used may be recovered from the employee. Personal leave shall not be cumulative from year to year nor is any unused leave compensable in any other manner. Such leave may be taken at times mutually agreeable to the Department and the employee.

(a) b. **Pre-Retirement Counseling Planning Leave.** Employees shall be granted up to twenty-eight (28) hours leave with pay to pursue bona fide pre-retirement counseling programs **for retirement planning. This leave shall be granted upon hire for use throughout their employment with the state.** Employees shall request the use of **pre-retirement planning** leave provided in this Section at least five (5) days prior to the intended date of use. **Approval for pre-retirement planning leave shall be granted unless the Agency determines that its use would affect the operational needs of the employee's work unit. Requests for leave with shorter notice are subject to management's discretion.**

~~Authorization for the use of pre-retirement leave shall not be withheld unless the Agency determines that the use of such leave shall hinder the efficiency of the employee's work unit.~~

~~When the date requested for pre-retirement leave cannot be granted for the above reason, the Agency will work with the employee to find an alternate date. The leave discussed under this Section~~ **Pre-retirement leave** may be used to investigate and assemble the employee's retirement program, including PERS, Social Security, **Oregon Growth Savings Plan**, Insurance, and other retirement income.

**c. Service With A Jury.** An employee shall be granted leave with pay for service with a jury. The employee may keep any money paid by the court for serving on a jury. The Department reserves the right to petition for removal of the employee from jury duty if, in the Department's judgment, the operating requirements of the Department would be hampered.

**d. Court Appearances.** When any employee is not the plaintiff or defendant, the employee shall be granted leave with pay for appearance before a court, legislative committee or judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority for matters other than the employee's officially assigned duties. The employee may keep any money paid in connection with the appearance.

**e. Military Training Leave.** An employee who has served with the State of Oregon or its counties, municipalities or other political subdivisions for six (6) months or more immediately preceding a request for paid military training leave, and who is a member of the National Guard or any reserve components of the armed forces of the United States, is entitled to fifteen (15) days or one hundred and twenty (120) hours of paid military leave per federal fiscal year, unless a greater number of days is provided by law. In no event may an employee receive more than the number of days provided by law.

Military leave shall be granted in accordance with applicable Law and state policy. In addition, employees shall be allowed to utilize paid military leave for travel to and from their place of duty and for the time spent on militarily obligated status or military duty regardless of the length of their military status or duty.

Subject to supervisory approval, employees may be allowed to voluntarily adjust their shifts to accommodate military duty.

**f. Test and Interview Leave.** With notice to the supervisor, an employee shall be allowed appropriate time off with pay to take tests related to promotional opportunities within the Department; up to two (2) hours with pay shall be allowed for an interview for a position with another State Agency or a position within the Department.

Authorization for the use of test and interview leave shall not be withheld unless the Department determines that the use of such leave shall impact the efficiency of the employee's work unit.

**g. Bereavement Leave.**

**1.** Notwithstanding the hardship or sick leave eligibility criteria in the agreement, employees shall be eligible for a maximum of twenty four (24) hours paid bereavement leave per event of an immediate family member which shall be prorated for part time employees. The Agency may request documentation.

**2.** For employees that qualify for OFLA bereavement leave, paid bereavement leave under this agreement shall run concurrently with OFLA bereavement leave.

**3.** After OFLA eligible leave for bereavement leave is exhausted, if additional leave is needed, an employee may, with prior authorization, use any

accrued leave or leave without pay at the option of the employee for a period of absence from employment to discharge the customary obligations arising from a death in the immediate family or employee's spouse.

4. Regular and trial service employees may be eligible to receive up to forty (40) hours of donated leave, to be used consecutively. The employee must exhaust all available accrued leave to qualify to receive hardship leave.

5. For purposes of this article, 'immediate family' shall include:

- \* the employee's or the employee's spouse's parent (includes one who stood in loco parentis (in place of a parent) when the employee was a child);
- \* spouse;
- \* child (and child's spouse) (includes a child for whom the employee stood in loco parentis and includes step child from a previous marriage);
- \* sibling;
- \* grandparent;
- \* grandchild;
- \* aunt or uncle;
- \* niece or nephew;
- \* or the equivalent of each of the above for domestic partners, or another member of the immediate household.

Note: Immediate family shall include the current in-laws and step family members who qualify per the above list.

#### **h. Natural Disaster Leave**

1. **An employee who, due to a natural disaster, has:**

a. **lost their home (primary residence);**

b. **lost use of their primary residence (deemed uninhabitable); or**

c. lost access to their primary residence,

shall be eligible for a maximum of eighty (80) hours of paid administrative leave,  
prorated for part-time employees. This leave will be available for intermittent use.

2. Employees who have used the eighty (80) hours of paid administrative leave  
identified in #1 may request donated leave. Donated leave received will not  
exceed the amount needed to cover the absence. Donators may donate their  
accrued vacation or compensatory leave.

*Similarly, revise in the following CBA articles:*

*CCB - Article 27*

*DLCD - Article 17*

*DSL - Article 31*

*SACU - Article 35*

*Dentists - Article 17*

*DOJ (OAJA) - Article 30*

*OLCC - Article 33*

*REA - Article 28*

*OSH (RN) - Article 42*

*OSP - Article 39*

*OMD - Article 31*

*OYA - Article 38*

*LTCO - Article 33*

*OHAP - Article 15*

*DEQ - Article 31*

*OEM - Article 39*

*OSFM - Article 19*

*OPDC - Article 7 (Legal Support & ASD), Article 8 (Attorney)*

REV: 2015, 2019, 2021