

**2025-2027 STATE OF OREGON and AFSCME CENTRAL TABLE****Union Proposal****DATE: 06/25/2025**

<b>Union Package 2</b>		
<b>ARTICLE / LOA</b>	<b>VERSION</b>	<b>DATE OF REFERENCE</b>
SALARIES	Union Proposal	06/25/2025, see attached
HOLIDAYS	Union Proposal	03/25/2025
OTHER LEAVES	Union Proposal	06/25/2025, see attached

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

DATE: 6/25/2025 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**

DATE: 6/25/2025 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, or changed in any way, the supervisor must provide a written response within ten (10) calendar days to the employee documenting the reason(s) for the denial or rescission. In the case of remote work being rescinded, management shall include detailed information on why the job duties can no longer be completed remotely before a rescission is implemented. 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: 6/25/2025 TIME:

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

89  
90 Employees who work remotely will enter all assets (equipment, office furniture, etc.)  
91 provided to them in the state human resources information system.

92  
93 **Section 8. Remote Work Supplies.**

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

97  
98 **Section 9. Remote Worksite.**

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

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

107  
108 SAIF or Agency safety representatives shall have reasonable access to the home  
109 worksite to conduct accident investigations or job site evaluations.

110  
111 **Section 10. Work Location, Mileage and Travel Time.**

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

DATE: 6/25/2025 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*

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

DATE: 6/25/2025      TIME:

- 179    *DEQ - Article 60*
- 180    *OEM - Article 48*
- 181    *OSFM - Article 41*
- 182    *OPDC - Article 27 (Attorney), Article 38 (Legal Support & ASD)*



2025-2027 AFSCME / STATE OF OREGON  
Central Table Bargaining  
Union Updated Counter Proposal

DATE: 06/25/2025 TIME:

[Building Codes Division (BCD) ARTICLE 25]

**SALARIES**

*Revise Section 2 as follows:*

**Section 2. Cost of Living Adjustment**

a. Effective ~~December 1, 2023~~ **February 1, 2026** or on the first of the month following receipt of an interest arbitration award whichever is later, all pay rates will be increased by **two** six and five tenths percent (~~26.5%~~) **but not less than one hundred dollars (\$100.00) per month (prorated for part time employees).**

b. Effective ~~January 1, 2025\*~~ **February 1, 2027** or first of the month following receipt of an interest arbitration award whichever is later, all pay rates will be increased by **four and five tenths** six and fifty-five hundredths percent (~~4.56.55%~~) **but not less than one hundred dollars (\$100.00) per month (prorated for part time employees).**

**Effective January 01, 2027, an additional step shall be added to all salary ranges.**

~~\*If the legislature appropriates new funding of at least \$13 million in calendar year 2024, the 2025 cost of living adjustment will be effective January 1, 2025. If the legislature does not appropriate at least \$13 million in calendar year 2024, the 2025 cost of living adjustment will be effective February 1, 2025.~~

*Similarly, revise in the following CBAs' articles with the added/deleted language:*

CCB - Article 36

DLCD - Article 21

DSL - Article 14

SACU - Article 17

Dentists - Article 11

DOJ (OAJA) - Article 17

OLCC - Article 48

REA - Article 37

DATE: 06/25/2025      TIME:

- 33    *OSH (RN) - Article 16*
- 34    *OSP - Article 25*
- 35    *OMD - Article 15*
- 36    *OYA - Article 14*
- 37    *LTC - Article 27*
- 38    *OHAP - Article 12*
- 39    *DEQ - Article 46*
- 40    *OEM - Article 25*
- 41    *OSFM - Article 21*
- 42    *OPDC - Article 23, Section 1 & 2 (All three units)*

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

DATE: 06/25/2025

TIME:

[BCD Article 18]

*Revise Section 1 as follows:*

**OTHER LEAVES**

**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.

**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. In the event of a family death occurring more than one hundred and twenty five (125) miles

**from the employee's home, an additional (2) days paid leave shall be granted. Employees shall be granted at least eight (8) hours paid bereavement leave in the event of a colleague.** 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;

DATE: 06/25/2025 TIME:

- \* aunt or uncle;
- \* niece or nephew;
- \* or the equivalent of each of the above for domestic partners, or another member of the immediate household.

**\* An individual who is related by affinity to the employee**

- **When an employee uses leave for a family member who is related by affinity, the agency may require the employee to attest in writing that the employee and the family member had a significant personal bond that, when examined under the totality of the circumstances, was like a family relationship.**

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.**

DATE: 06/25/2025 TIME:

145

146 *Similarly, revise in the following CBA articles with the added/deleted language*

147 *CCB - Article 27*

148 *DLCD - Article 17*

149 *DSL - Article 31*

150 *SACU - Article 34 & 35*

151 *Dentists - Article 17 & 18 & 19*

152 *DOJ (OAJA) - Article 28 & 30*

153 *OLCC - Article 33*

154 *REA - Article 28*

155 *OSH (RN) - Article 38, 42 & 43*

156 *OSP - Article 39*

157 *OMD - Article 28, 29, 31*

158 *OYA - Article 32 and 36 and 38*

159 *LTCO - Article 16 and 10*

160 *OHAP - Article 17 and 15*

161 *DEQ - Article 31*

162 *OEM - Article 39*

163 *OSFM - Article 19*

164 *OPDC - Article 13 & 14 (All units), Article 7 (ASD/LS), article 8 (Attny)*

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REV: 2015, 2019, 2021

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