

TA 7/30/2025

2025-2027 STATE OF OREGON and SEIU CENTRAL TABLE
Management Counter Proposal
DATE: 07222025

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2 **ARTICLE 138--WORKING REMOTELY**

3 **Section 1.** Oregon state government encourages working remotely where it is a viable
4 option that benefits both the employee and the agency. Use of remote work options
5 promote the health and safety of Oregonians; ensures high-quality work and optimal use
6 of resources for agencies; ensures cultural, equity and accessibility issues are addressed
7 in a meaningful way; and supports flexibility and work-life balance for employees. It also
8 offers the opportunity to be more flexible in interactions with the Oregonians we serve
9 and decreases an agency's impact on the environment. Remote work arrangements are
10 subject to the Working Remotely State Policy (50.050.01) and the terms and conditions
11 of this collective bargaining agreement.

12 **Section 2.** Where an employee's duties can be successfully performed away from their
13 primary duty station, an employee is eligible for remote work, upon agency approval.

14 **Section 3. Remote Work Requests.** Requests to work remotely may be initiated by
15 the employee and must be reviewed and approved by the employee's supervisor to
16 ensure the position is suitable for work and meets the agency's business and
17 operational needs, as well as those of the agency's customers and the employee. **The**
18 **supervisor will conduct a specific assessment of an individual employee's unique**
19 **job duties and circumstances. Ad hoc in person meetings, trainings or other in-**
20 **person requirements shall not be the sole reason to determine if an employee is**
21 **ineligible for a remote work agreement.** Remote work agreements must be
22 documented through the working remotely process in the state human resources

information system. Requests to work remotely shall be considered in order of application and responded to within thirty (30) calendar days.

Section 4. Remote Work Denials or Rescissions. No request to work remotely shall be arbitrarily denied, ~~or rescinded,~~ **or modified permanently in any way.** The supervisor will conduct a specific assessment of an individual employee's unique job duties and circumstances before determining that the employee is not eligible for remote work. If an employee's request to work remotely is denied, the supervisor must provide a timely written response to the employee documenting the reason(s) for the denial. If an employee's request to work remotely is rescinded, the supervisor must provide the employee with the reason(s) for the rescission in writing. Once a written explanation of the reason(s) for the rescission has been provided, the Employer may rescind the remote work with a minimum of ten (10) calendar days advance notice. **Out-of-State employees who have an approved Remote Work Agreement will not have their agreement rescinded with less than thirty (30) calendar days' notice.** The employee may rescind their remote work with a minimum of seven (7) days advance notice. 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.

Section 5. Request to Temporarily Modify an Existing Remote Work Agreement.

Subject to the operating needs of the Agency, an employee may, with their immediate supervisor's approval, temporarily modify their remote work agreement in a workweek. The Agency shall consider extenuating circumstances in making its decision. Such requests shall not be arbitrarily denied.

Section 6. Inclement Weather/Hazardous Conditions and Existing Remote Work

Agreements. Inclement conditions may arise in remote work locations. If utility providers experience outages that prevent an employee from working, employees may access inclement weather/hazardous conditions leave ([Letter of Agreement 123.00-18-311](#)), unless there is an alternate work location available ([Article 123—Inclement Weather/Hazardous Conditions Leave](#)).

Section 7. Equipment. The agency provides basic technology equipment and related devices necessary for the employee to perform their assigned job duties at the remote 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, employee's working

remotely may access the State surplus warehouse for office furniture for their remote work location.

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.

Section 10. Work Location, Mileage and Travel Time. The employee's normal reporting location will remain the same. 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. 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).

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. 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. Appeals .

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 then the supervisor's decision will stand.

Section 14. 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 mobile 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) Any alleged violations of this Article may only proceed through the DAS Labor Relations Unit (Step 3) and are not arbitrable.~~

111 (e) Members will waive no right to Union representation as enumerated in this collective
112 bargaining agreement or as guaranteed by the law.

113 (See Letter of Agreement [138.00-23-490](#) in Appendix A)

114 NEW: 2019. REV: 2021,2023

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