

Settlement Agreement

This agreement is between the State of Oregon, acting through its Department of Administrative Services (DAS) and the Oregon Department of Transportation (ODOT), and the Association of Engineering Employees of Oregon (AEE) in resolution of ERB Case No. UP-035-22.

The parties agree as follows:

1. Any AEE-represented ODOT employee may submit via Workday (with a copy via email to their immediate supervisor), before July 15, 2023, a request for an individualized assessment by ODOT of the full-time remote work.
 - a. ODOT commits to individually assessing each request and responding to the request within 30 days.
 - b. If an employee believes that ODOT arbitrarily denies a request to work full-time remote after that individualized assessment, that employee may “appeal” the denial to a review panel comprised of an ODOT HR representative and an AEE officer. If ODOT HR and the AEE officer are unable to agree, the parties will use the process in the collective bargaining agreement, Article 12.15, Section 13(e) to resolve.
 - c. ODOT will provide notice to AEE via email of any denials. Pursuant to the Collective Bargaining Agreement, Article 12.15, Section 3, the employee’s supervisor shall provide a written response to the employee documenting the reason(s) for the denial.
 - d. If ODOT denies a request to work full-time remote, ODOT will provide the employee an adequate and safe workspace, as provided by Section 7 of the April 6, 2022 Letter of Agreement.
 - e. This “appeal” process is not intended to prohibit employees from submitting another request to work full-time remote if their circumstances or the nature of their job changes. Rather, it is intended to provide a review process for those employees who perceive that their request to work full-time remote was not fairly reviewed.
 - f. An employee may request to discontinue remote work and request to work in an agency office, ODOT will provide the employee an in-office workplace location either at the central workplace or at an alternate workplace within 30 days, as provided by Section 3 of the April 6, 2022 Letter of Agreement.
 - g. Remote work is not a condition of employment; ODOT will not unilaterally require an employee to work remotely. As provided by Article 12.15, Section 4, the employee may rescind their remote work with a minimum of seven (7) days advance notice.

2. Mileage reimbursement and travel expenses:
 - a. ODOT will reimburse mileage and travel expenses from the alternate workplace to the central workplace (from August 19, 2022 to the date the approval is granted) for those employees whose full-time remote work request is approved in the process above. Travel expenses shall be reimbursed in accordance with section 5 of the April 6, 2022 Letter of Agreement. If an employee is denied a travel reimbursement, that employee or the Association may appeal that denial using the process identified in Article 12.15, Section 13e.
 - b. ODOT will reimburse mileage and travel expenses for those employees who received preapproval from their managers for travel on or after April 6, 2022 to the extent permitted by the collective bargaining agreement and the LOA. If an employee is denied the travel reimbursement, that employee or the Association may appeal that denial using the process identified in Article 12.15, Section 13e.
 - c. For those AEE-represented employees whose full-time remote work request is not approved in the process above but believe at the time of the travel that they were working fully remote, those employees may submit via the travel expense reimbursement process (with a copy via email to their immediate supervisor) a request for reimbursement, including a summary of their travel and why they believe they should be reimbursed, as well as documentation supporting reimbursement. If an employee is denied the travel reimbursement, that employee or the Association may appeal that denial using the process identified in Article 12.15, Section 13e.
 - d. This agreement does not limit the partial grant of the grievance by the State on December 5, 2022. The relief granted in that Step 3 grievance response continues to be available. Specifically, ODOT Employees who were approved for Full-time remote work will be reimbursed for travel expenses between their remote site and the central workplace effective April 6, 2022, consistent with the LOA and DAS Policy 50.050.10 Working Remotely. To the extent AEE or an employee has not already provided documentation of the request, an employee who is seeking reimbursement pursuant to the partial grant of the grievance will follow the process in paragraph 2(c).
3. ODOT will issue a statement to AEE-represented employees regarding the processes outlined above no later than June 15, 2023. In that statement, ODOT will provide instructions on how to request the individualized assessment via Workday. ODOT will provide a copy of the statement to the Association for review and approval (such approval shall not be unreasonably withheld) prior to sending the statement to AEE-represented employees.
4. ODOT will reimburse AEE's filing fee of \$300.

5. Nothing in this agreement reduces or limits the rights of employees to pursue remote work in a way that is consistent with the CBA, LOA, and the DAS Policy 50.050.10.
6. AEE shall withdraw with prejudice the unfair labor practice complaint in Case No. UP-035-22.

In Witness Hereof, and intending to be legally bound hereby, the parties execute this Settlement agreement.

FOR OREGON DEPARTMENT OF TRANSPORTATION:



Suzanne Harpell,
Deputy Director, Human Resources

06/05/2023
Date

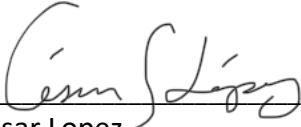
FOR DEPARTMENT OF ADMINISTRATIVE SERVICES



Nettie Pye
State Labor Relations Manager


06/02/2023
Date

FOR ASSOCIATION OF ENGINEERING EMPLOYEES OF OREGON



Cesar Lopez
President

06/02/2023
Date



Danielle S. Holmes
Attorney

June 2, 2023
Date