

State Counter Proposal

Date: 4/6/2022

**LETTER OF AGREEMENT
ASSOCIATION OF ENGINEERING EMPLOYEES OF OREGON AND THE STATE OF
OREGON
DAS POLICY 50.050.01 WORKING REMOTELY - IMPACTS OF CHANGES TO
REMOTE WORK POLICIES AND PRACTICES**

In response to proposed changes to Department of Administrative Services (“DAS”) Policy 50.050.01—Working Remotely—The Association of Engineering Employees of Oregon (The “Association”) issued a demand to bargain over the changes. DAS, on behalf of the Oregon Department of Transportation (“ODOT”), Oregon Department of Forestry (“ODF”), and the Oregon Parks and Recreation Department (“OPRD”) (collectively the “State”), and the Association have entered into this Letter Of Agreement (LOA) to establish specific parameters around Remote Work for Association-represented employees. This LOA clarifies and expands on Article 12.15 (“Working Remotely”) and other relevant provisions of the 2021-2023 Collective Bargaining Agreement between the parties (the “Contract”).

The State and the Association agree to the following terms:

Section 1. Collective Bargaining Agreement and LOA Supersede Conflicting Policy and Procedures.

1.1. Contract and LOA Supersede Conflicting Policies: If there is any conflict between DAS policies and procedures relating to remote work, including Policy 50.050.01, related guidance and frequently asked questions, example scenarios, etc. electronically linked or otherwise, and its successors, and the provisions of the Contract and this LOA, the provisions of the Contract and this LOA will control. The State will establish and provide supervisors and Human Resources staff at the agencies with Association-represented employees with guidance on implementing Remote Work practices, including “Remote Work Guidelines,” that are consistent with and specific to the Association’s Contract and this LOA.

Section 2. Definitions.

The definitions listed below shall replace the definitions in Article 12.15, Section 1.1 upon final signature of this Letter of Agreement.

WORKPLACE OPTIONS:

Central Workplace: The agency-assigned location of the position, not the employee. It is normally where the position officially reports, but alternative workplaces can be agreed upon. It is the permanent assignment of the employee’s position within Oregon and is not their residence.

Alternate Workplace: A workplace alternate to the central workplace that is within the employee's residence, or in a location requested by the employee and approved by the agency. With approval from the agency, employees may have more than one alternate workplace so long as it is suitable for the work being performed. Short term changes in alternate workplaces may be approved by the employee's supervisor.

Temporary Workplace: A place where the agency work assignment is expected to last less than a year. A temporary workplace would also include meeting sites held away from the central or alternate workplace.

Mobile Workplace: A workplace alternate to the central workplace that changes frequently based on project work assignments, such as field work (e.g., maintenance, surveying, inspection, construction).

Residence: The place where the employee personally resides.

WORKTYPE OPTIONS:

Full-time Remote Work: All essential functions of the position are performed from an alternate workplace 100% of the time. Business needs may require the employee to come into the central or mobile workplace to perform work on a periodic basis. Work at the central workplace is generally performed less than eight occurrences a year.

Hybrid Work: Essential functions of the position are performed from an alternate workplace, as well as at the central or mobile workplace. Work at the central workplace is generally performed at least eight occurrences a year.

In-office Work: Work for this position must be completed in the central workplace.

Mobile Work: The essential functions of the position require the employee to perform work in a variety of locations. Mobile work may encompass a district, region or other geographic location.

Suitable Positions: Positions with limited need for direct supervision and access to hard-copy files; limited need for face-to-face contact with other employees, clients and customers; and limited need for access to the agency's resources.

Section 3. Designation of Positions as Eligible for Remote Work.

During the recruitment process, agencies may offer the option of full-time remote or hybrid work. If an employee is hired with a full-time remote or hybrid work schedule, the employee has the right to discontinue any remote work agreements consistent with the Contract and this LOA. In a situation where the employee requests to discontinue remote work and requests to work in an agency office, the employer will provide the employee an in-office workplace location either at the central workplace or at an alternate workplace within 30 days.

The State may designate any Association-represented position as eligible for remote work that meets the definition of suitable positions under this Letter of Agreement.

The State must 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. Any such determinations are subject to the requirements of the Contract, this LOA, and any State policies that do not conflict with or limit the rights of employees under those documents. The State will reassess the eligibility for remote work upon request by the employee and will consider any changed circumstances. The State will not designate an entire classification or job as ineligible for remote work.

Section 4. Out-of-State Employees.

The process and criteria for requesting and approving remote work agreements will be the same for employees who live or work in the State of Oregon and those who live and work out of the State of Oregon. The Contract, this LOA, and State policies relating to Remote Work will be applied equitably to all employees, regardless of whether they are in state or out of state. However, the State may utilize a separate form for out-of-state employees.

Out-of-State remote work does not change the employee's salary, job responsibilities or benefits, or job classification.

Out-of-State employees who have an approved Remote Work Agreement will not have their agreement rescinded with less than 30 days' notice.

Section 5. Travel Expenses and Compensation for Travel Time.

5.1. Travel Expenses: Travel expenses will be paid in accordance with the Oregon Accounting Manual. Also:

- (a) Employees who work under the hybrid work model are responsible to pay for their travel expenses between the alternate and central workplaces. Compensable travel time will be paid in accordance with the FLSA.
- (b) Employees who work under the full-time remote work model must be reimbursed by the agency for travel to and from the central workplace.
 - (i) Agencies must reimburse full-time remote worker travel expenses, compensate the employee for travel time in accordance with the FLSA, and determine the liability the agency will incur while the employee is on travel status.

If the State intends on making any changes to State travel policies or the Oregon Accounting Manual, it will provide the Association with notice of the proposed changes.

5.2. Travel Status/Compensation for Travel Time: An individual is on travel status from the time they start from and return to their central workplace or alternate workplace. Employees will be compensated for time spent traveling between the alternate workplace and the central workplace during their workday when the travel is authorized or requested by management.

5.3. Applicable Policies and Laws: Except where this LOA or the Contract require otherwise, all travel expenses will be paid in accordance with DAS Policy 40.10.00, the Statewide Travel Policy. Likewise, except where this LOA or the Contract require otherwise, travel time will be paid in accordance with the Fair Labor Standards Act and Oregon wage and hour law.

Section 6. Employee Liability While Working Remotely.

Remote work does not modify in any way the liability of employees or the State for damage to State or private property that occurs during remote work. It is the responsibility of the employee to properly care for state equipment and report any damage immediately. The state may pursue recovery from employee for state property that is deliberately damaged or destroyed while in employee's care, custody, or control to the same extent allowed under the law and any applicable Contract language or State policy.

Section 7. Adequate and Safe Central Workplace.

7.1 Right to Adequate Workspace: The State will provide all Association-represented employees who are not working a full-time remote work schedule with adequate workspace, supplies, and equipment to perform their job duties. The workspace provided will be consistent with the nature of the job.

7.2. Safety Measures for Return to Work and Shared Workspaces: Workspace assignments will take into account any accommodations needed under the ADA and any specific safety or occupational health needs for the employees.

If employees are required to share workspaces, the State will ensure that the appropriate safety protocols and practices are followed to avoid risks associated with sharing space. This includes, but is not limited to, ensuring that workspaces are sanitized regularly, have appropriate ventilation, and that employees have adequate space to safely share a worksite.

Section 8. Miscellaneous Provisions.

8.1. Safe Remote Worksite: Any policies or requirements requiring the employee to maintain a safe workspace within their residence or remote worksite will only apply to the limited areas of the employee's residence or other remote worksite that the employee specifically uses for work.

8.2. Moving Expenses: Expenses and benefits will be provided as required by Article 12.8 and the General Travel Rules adopted by the Oregon Department of Administrative Services State Controller's Division Accounting Policy.

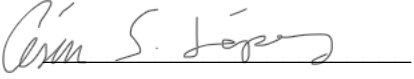
8.3. Use of State Technology, Devices, and Office Supplies: Employees may use State-owned or provided technology, devices, and office supplies for personal use or Association-related activities as allowed under the Public Employee Collective Bargaining Act, the Contract, or State policies.

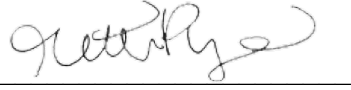
8.4. Working Hours: The hours of work and work schedule for employees will be consistent with the terms of the Contract.

8.5. Enforcement of LOA: The parties will resolve any disputes about the interpretation and application of this LOA through the grievance procedure in Article 12.15, Section 13(e) of the Contract.

FOR AEE:

FOR THE STATE:


Name: _____ Date: 04/06/2022


Name: _____ Date: 04/06/2022