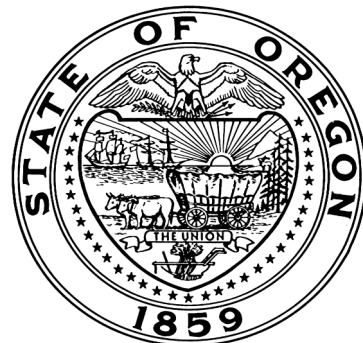


COLLECTIVE BARGAINING AGREEMENT



between

DAS

DEPARTMENT OF
ADMINISTRATIVE
SERVICES

on behalf of

Oregon Association of
Justice Attorneys

AFSCME

AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES

2011
-
2013

OAJA

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ARTICLE 1 - PARTIES TO THE AGREEMENT

This Agreement is made and entered into by and between the American, State, County and Municipal Employees (AFSCME) on behalf of the Oregon Association of Justice Attorneys (hereinafter the "Association") and the State of Oregon (hereinafter the "Employer"), acting by and through its Department of Administrative Services (DAS) on behalf of the Department of Justice (hereinafter the "Department").

ARTICLE 2 - RECOGNITION

The Employer and the Department recognize the Association as the sole and exclusive bargaining representative for all Assistant Attorneys General below the rank of Attorney In Charge, excluding supervisory employees, confidential employees, employees hired for a term of six (6) months or less, employees in positions which are less than .50 full-time equivalency, honors attorneys, contract attorneys and assistants appointed pursuant to ORS 180.140(3).

ARTICLE 3 - TERM OF AGREEMENT

Unless otherwise noted in a specific article or letter of agreement from the Central Table, all agreements become effective July 1, 2011 or upon signing whichever is later and terminate June 30, 2013.

ARTICLE 4 - LEGISLATIVE ACTION

Section 1. Provisions of this Agreement not requiring legislative review, funding, expenditure limitation increase, or statutory changes before such provisions can be put into effect shall be implemented on the effective date of this Agreement or as otherwise specified herein.

Section 2. Upon signing this Agreement, both parties shall promptly submit and jointly recommend to the Legislative Assembly or the Emergency Board the passage of the funding or expenditure limitation necessary to implement this Agreement as well as any changes in statute which may be required to accomplish that purpose.

Section 3. Should the Legislative Assembly or the Emergency Board fail to enact or adopt matters submitted to them under the preceding Section then the Employer and the Association shall immediately meet and negotiate concerning the affected portion or portions of this Agreement.

Section 4. Nothing in this provision shall be construed as to require the Governor to call a special session of the legislature.

ARTICLE 5 - EFFECT OF LAWS AND RULES

This Agreement is subject to all applicable existing laws of the State of Oregon. In the event of a conflict between a provision of this Agreement and a rule or regulation of the Department of Administrative Services or any of its Divisions, the terms of this Agreement shall prevail.

ARTICLE 6 - SEVERABILITY

In the event that any provision of this Agreement is at any time declared invalid by a court of competent jurisdiction, declared invalid by final Employment Relations Board (ERB) order, made illegal through enactment of federal or State law or through government regulations having the full force and effect of law, such action shall not invalidate the entire Agreement, it being the express intent of the parties hereto that all other provisions not invalidated shall remain in full force and effect. The invalidated provision shall be subject to renegotiation upon request by either party. Such renegotiation shall be conducted in accordance with ORS 243.650 et seq.

ARTICLE 7 - NO DISCRIMINATION

It is the policy of the Department and the Association to continue their policies not to engage in unlawful discrimination against any employee because of race, color, marital status, religion, sex, sexual orientation, national origin, age, mental or physical handicap, political affiliation, Association affiliation or protected Association activity.

ARTICLE 8 - NO STRIKE OR LOCKOUT

Section 1. The Department agrees that during the term of this Agreement, the Department shall not cause or permit any lockout of employees from their work.

Section 2. During the term of this Agreement, the Association shall neither cause nor counsel the members of the bargaining unit to strike, walk out, slowdown or commit other acts of work stoppage.

ARTICLE 9 - MANAGEMENT RIGHTS

Section 1. In addition to the Attorney General's authority under ORS Chapter 180 and other statutory provisions, the Attorney General shall retain the exclusive right to exercise the customary functions attributed to the management and operation of the Department.

Section 2. Except as may be specifically modified by the terms of this agreement, the rights of management include but are not limited to the following:

- (a) Direct employees
- (b) Hire, promote, transfer, assign and retain employees
- (c) Suspend, discharge, or take other disciplinary action against employees
- (d) Reassign employees
- (e) Relieve employees from duty because of lack of work or other reasons
- (f) Schedule work
- (g) Determine methods, means, and personnel by which operations are to be conducted.

ARTICLE 10 - ASSOCIATION RIGHTS

Section 1. AFSCME Representatives. The Association will notify the Department in writing of its representative of the District Council 75, American Federation of State and County Municipal Employees, AFL-CIO. After such notice is provided and following proper

introductions, the representative shall have reasonable access to the premises of the Department during all work hours to conduct Association business. Such visits are not to interfere with the normal flow of work.

Section 2. Association Representatives. The Association shall provide the Associate Attorneys General with the names of Association Representatives, including officers and board members.

Section 3. Except where otherwise provided in this Agreement, the internal business of the Association shall be conducted by the employees on their own time.

Section 4. The Department shall furnish the Association reasonable bulletin board space for communicating with employees not to exceed eleven (11) spaces.

Section 5. Reasonable paid time shall be granted for an Association representative to make a presentation on behalf of the Association at new employee orientation to identify the organization's representation status and to collect membership applications. The Department will provide the Association reasonable notice of the place and time of meetings for the orientation of new employees.

Section 6.

- (a) Upon timely request, DAS shall make available at cost to the Association the latest copy of any statistical and expenditure reports related to employment and benefits currently produced by DAS that do not require manual or machine editing to remove confidential data or non-Association employee data. Such request must be made in advance of the preparation of the reports.
- (b) Upon request, DAS shall make available to the Association at cost any statistical and expenditure data related to employment and benefits that is reasonable to produce, even though not normally produced by DAS. Data not normally produced but reasonable to produce includes manual or machine editing of existing reports to remove confidential data, data on non-Association employees, or data or reports that require new development.
- (c) The Department shall furnish monthly to the Association a list of all Assistant Attorney General appointments. The list shall contain the names and dates of appointment of the employees.

Section 7. Incidental use of Department office space may be permitted for Association activities if the space is available, scheduling has been arranged and the use is consistent with Department space use policies.

Section 8. Association officers and stewards will be allowed to post messages to a designated non-interactive electronic bulletin board when available. OAJA members may utilize Department equipment to access bulletin board information.

Section 9. Email Messaging System.

Association Board members may use the Department's email messaging system to communicate with represented and fair share Assistant and Senior Attorneys General about Association business provided that all of the following conditions are met:

- (a) Use must be lawful and inoffensive. Such communications shall not contain profanity, vulgarity, sexual content, pornographic material, nudity or character slurs. No use shall make offensive or hostile reference to age, race, gender, sexual orientation, religious or political beliefs, national origin, health or disability;
- (b) The Department shall have the right to control its email system, its uses and information;
- (c) Employees using the Department's email system shall have no right to or expectation of privacy regarding any message sent or received through the email system. The Department reserves the right to trace, review, audit, access, intercept, recover and/or monitor use of its email system without notice, and the Department's exercise of this right shall not form the basis of or constitute a violation of the Public Employee Collective Bargaining Act. Emails with the subject "union confidential" or "OAJA confidential" shall not be read by or to management or disclosed to third parties unless the association is given 24 hours notice or otherwise authorizes a shorter timeframe.
- (d) Use of the email system will not adversely affect the use or hinder the performance of the Department's computer system for official business;
- (e) Email messages sent simultaneously to more than ten (10) people shall be no more than approximately one (1) page and in plain or rich text format. Such group emails shall not include attachments or contain graphics. Recipients of such group emails shall not use the "reply all" function;
- (f) Email usage shall comply with the Department's policies which are applicable to all users;
- (g) The Department will not incur any additional costs for email usage including printing;
- (h) The Association shall indemnify the Department and hold it harmless from and against any and all liability, lawsuits, claims, complaints, other legal or administrative actions, costs and attorney fees arising from or related to email communications originated, sent or forwarded by the Association or its agents using the Department's email system;
- (i) Use of the Department's email system shall be on employees non-work time; and
- (j) Email shall not be used to lobby, solicit, recruit, persuade for or against any political candidate, ballot measure, legislative bill or law, or to initiate or coordinate strikes, walkouts, work stoppages, or activities that violate the Contract.

Section 10. Reports.

Effective September 1, 2009, the Employer will send a monthly report to the Union of the names of individuals that have retired the previous month. For purposes of this agreement, a retiree shall be defined as a person who has given the Agency written notice that he/she is separating from State service by retirement and that person has actually separated from State service.

Upon request and no more than once a quarter the Agency shall provide to the Union the names of any temporary/Limited duration employees (management/unrepresented/bargaining unit) hired, reason for the hire and expected duration of the appointment.

Upon request and no more than once a quarter, the Agency shall provide to the Union the names of all employees in double fill positions, the reason for the double fill and the expected duration of the appointment if available.

Upon request, the Agency shall provide to the Union on an annual basis the Agency organization charts showing management positions and the positions they supervise.

ARTICLE 11 - ASSOCIATION MEMBERSHIP AND DUES

Section 1. All applications for Association membership shall be submitted by the employee to the Association. All applications for membership or dues cancellation that the Department receives shall be promptly forwarded to the Association.

Section 2. The Department shall deduct from the wages of employees in the bargaining unit who are members of the Association and who have authorized such deductions a sum equal to Association dues. The deduction shall begin on the first payroll period following such authorization. A listing of dues deducted by the Department for the previous month shall be forwarded to the Association by the third workday of each month with the dues check for the previous month. The listing shall include the employee's name (last, first, middle initial) and amount deducted.

Section 3. The Department shall continue to deduct dues from employees as long as the employee remains on the payroll, except when the employee requests cancellation of the Association membership dues deduction in writing.

Section 4. The Department shall reinstate the payroll deduction of Association dues upon return from leave without pay for those employees who were having dues deducted immediately before taking leave.

Section 5. Dues for part-time employees shall be prorated.

Section 6. The Association shall indemnify and hold the Employer harmless from and against any claims, demands, suits, losses, costs and expenses, including but not limited to attorney fees, incurred by the Employer as a result of action taken by the Employer in compliance with the terms and provisions of this Article.

ARTICLE 12 - FAIR SHARE

Section 1. All employees in the bargaining unit who are not members of the Association shall make fair share payments in lieu of dues paid to the Association.

Section 2. Effective the first day of the month following contract approval, the Department shall deduct from the wages of employees in the bargaining unit who are not members of the Association, an amount equivalent to Association dues. These deductions also will be made from the wages of new bargaining unit employees who do not become members of the Association or from employees who exercise their right to cancel membership. Such deductions will begin on the first payroll period following employment or notice of election. A listing of fair share deductions made by the Department for the previous month shall be forwarded to the Association by the third workday of each month with the payment in lieu of dues check for the previous month. The listing shall include the employee's name (last, first, middle initial) and amount deducted.

Section 3. Bargaining unit members who exercise their right of non-association, if based on a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, shall pay an amount of money equivalent to regular monthly Association dues to a nonreligious charity or to another charitable organization mutually agreed upon by the employee and the Association. At the time of payment, notice of such payment shall simultaneously be sent to the Department and the Association by the employee. Notwithstanding an employee's claim of exemption under this Section, the Department shall deduct fair share from the employee's wages pursuant to this Article, until agreement has been reached between the employee and the Association.

Section 4. The Department shall reinstate the payroll deduction of fair share payments upon return from leave without pay for those employees who were having such payments deducted immediately before taking leave.

Section 5. Fair share payments for part-time employees shall be prorated.

Section 6. The Association shall indemnify and hold the Employer harmless from and against any claims, demands, suits, losses, costs and expenses, including but not limited to attorney fees, incurred by the Employer as a result of action taken by the Employer in compliance with the terms and provisions of this Article.

ARTICLE 13 - EMPLOYEE ASSISTANCE PROGRAM

Section 1. Employees shall be entitled to participate in the Department Employee Assistance Program (EAP) as long as available and may use accrued sick leave for such participation.

Section 2. Upon Association written request to Administrative Services, the Department shall provide the Association with statistical information provided to management concerning the Department EAP.

ARTICLE 14 - PERSONNEL RECORDS

Section 1. An employee may, upon request, inspect the contents of his/her official Department personnel file except for confidential reports from previous employers. No grievance material shall be kept in the official personnel file. There shall be only one (1) official personnel file kept for each employee.

Section 2. No information reflecting critically upon an employee shall be placed in the employee's official personnel file that does not bear the signature of the employee. The employee shall be required to sign such material to be placed in his/her official personnel file provided the following disclaimer is attached:

"Employee's signature confirms only that the supervisor had discussed and given a copy of the material to the employee, and does not indicate agreement or disagreement."

If the employee is not available within a reasonable period of time or the employee refuses to sign the material, the Department may place the material in the file provided a statement has been signed by two (2) management representatives and a copy of the

document was mailed to the employee at his/her address of record and a copy to the Association.

Section 3. If the employee believes that any of the above material is incorrect or a misrepresentation of facts, he/she shall be entitled to prepare in writing his/her explanation or opinion regarding the prepared material. This shall be included as part of the personnel record until the material is removed.

Section 4. An employee may include in his/her official personnel file a reasonable amount of relevant material such as letters of commendation, licenses, certificates, college course credits and other material that reflects credit on the employee.

Section 5. Access to the employee's official personnel file by non-Department employees shall be as authorized by policy, rule or statute or as authorized by the employee.

Section 6. The Employer's failure to comply with any provision of this Article shall not invalidate any disciplinary action or other action taken concerning an employee.

ARTICLE 15 - WORKING OUT OF CLASSIFICATION

Section 1. Employees who have been designated in writing by their attorney-in-charge or division administrator as acting attorney in charge of a section for ten (10) consecutive work days or longer, shall be entitled to receive work-out-of-classification pay.

Section 2. Employees shall be paid five percent (5%) above their current base rate of pay for the full period of the assignment.

ARTICLE 16 - RECOUPMENT OF WAGE AND BENEFIT OVERPAYMENTS

Section 1. In the event that an employee receives wages or benefits from the Department to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the Department shall recover the overpayment as follows:

- (a) Provide written notice of an overpayment to the employee within ten (10) calendar days from the date of discovery;
- (b) Overpayments of ten percent (10%) or less of an employee's monthly adjusted base salary will be recovered in one (1) lump sum;
- (c) Employees shall make arrangements for the return of overpayments in monthly amounts not to exceed ten percent (10%) of the employee's monthly adjusted base salary through payroll deduction provided that the following conditions apply:
 - (1) The amount of the overpayment exceeds ten percent (10%) of the employee's monthly adjusted base pay;
 - (2) The employee has submitted accurate time and attendance information for the pay period in which the overpayment occurred; and either
 - (3) The employee demonstrates that an economic hardship would result for the employee if a lump-sum repayment were to occur; or
 - (4) The overpayment to be repaid occurred through no fault of the employee over two (2) or more pay periods.
- (d) Nothing in this Section shall preclude an agreement for immediate restitution.

- (e) If an employee leaves the Department prior to full recovery of the overpayment, the balance owing shall be deducted from the employee's final paycheck.

Section 2. This Article does not waive the Department's right to pursue other legal procedures and processes to recoup an overpayment made to an employee at any time.

ARTICLE 17 - SALARIES

Section 1. Public Employees Retirement System ("PERS") Members.

For purposes of this Section 1, "employee" means an employee who is employed by the State on August 28, 2003 and who is eligible to receive benefits under ORS Chapter 238 for service with the State pursuant to Section 2 of chapter 733, Oregon Laws 2003.

Retirement Contributions. On behalf of employees, the State will continue to "pick up" the six percent (6%) employee contribution, payable pursuant to law. The parties acknowledge that various challenges have been filed that contest the lawfulness, including the constitutionality, of various aspects of PERS reform legislation enacted by the 2003 Legislative Assembly, including Chapters 67 (HB 2003) and 68 (HB 2004) of Oregon Laws 2003 ("PERS Litigation"). Nothing in this Agreement shall constitute a waiver of any party's rights, claims or defenses with respect to the PERS Litigation.

Section 2. Oregon Public Service Retirement Plan Pension Program Members.

For purposes of this Section 2, "employee" means an employee who is employed by the State on or after August 29, 2003 and who is not eligible to receive benefits under ORS Chapter 238 for service with the State pursuant to Section 2 of Chapter 733, Oregon Laws 2003.

Contributions to Individual Account Programs. As of the date that an employee becomes a member of the Individual Account Program established by Section 29 of Chapter 733, Oregon Laws 2003 and pursuant to Section 3 of that same chapter, the State will pay an amount equal to six percent (6%) of the employee's monthly salary, not to be deducted from the salary, as the employee's contribution to the employee's account in that program. The employee's contributions paid by the State under this Section 2 shall not be considered to be "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to Section 2 of Chapter 733, Oregon Laws 2003.

Section 3. Effect of Changes in Law (Other than PERS Litigation).

In the event that the State's payment of a six percent (6%) employee contribution under Section 1 or under Section 2, as applicable, must be discontinued due to a change in law, valid ballot measure, constitutional amendment, or a final, non-appealable judgment from a court of competent jurisdiction (other than in the PERS Litigation), the State shall increase by six percent (6%) the base salary rates for each classification in the salary schedules in lieu of the six percent (6%) pick-up. This transition shall be done in a manner to assure continuous payment of either the six percent (6%) contribution or a six percent (6%) salary increase.

For the reasons indicated above, or by mutual agreement, if the State ceases paying the applicable six percent (6%) pickup and instead provides a salary increase for eligible bargaining unit employees during the term of the Agreement, and bargaining unit employees are able, under then-existing law, to make their own six percent (6%) contributions to their PERS account or the Individual Account Program account, as applicable, such employees' contributions shall be treated as "pre-tax" contributions pursuant to Internal Revenue Code, Section 414(h)(2).

Section 4. Salaries – Effective December 1, 2011, Compensation Plan salary rates shall be increased by one and one-half percent (1.5%) to be paid January 1, 2012. Effective December 1, 2012, Compensation Plan salary rates shall be increased by one and forty-five hundredths percent (1.45%) to be paid January 1, 2013.

Section 5. Selective Salary Increases – In recognizing the need for a selective salary adjustment, management will add one hundred (\$100) dollars to each step of the Assistant and Senior Attorney Generals' compensation plan, effective January 1, 2013.

Section 6. See attached Letter of Agreement - Step Freeze Advancement and Add/Drop Steps.

ARTICLE 18 - INSURANCE

An Employer contribution will be made for each eligible employee who has at least eighty (80) paid regular hours in the month.

The contribution for eligible participating part-time employees with eighty (80) or more hours paid time for the month will be prorated based on the ratio of paid regular hours to full-time hours to the nearest full percent.

For the period of July 1, 2011 through December 31, 2011, the Employer shall make a contribution sufficient to cover the premium costs to the PEBB health, dental and basic life benefits chosen by each eligible full time employee who has at least eighty (80) paid regular hours in a month.

For the period of January 1, 2012, through June 30, 2013, the State will pay ninety-five percent (95%) and employees will pay five percent (5%) of the monthly premium rate, as determined by the PEBB.

For the period of December 1, 2011 through June 30, 2013, the Employer will pay an additional thirty dollars (\$30) monthly subsidy for employee's monthly premium rate for employees with salary rates below \$2696 per month.

ARTICLE 19 - TRAVEL, MILEAGE AND MOVING EXPENSE REIMBURSEMENT

Section 1. Travel and Mileage Allowance. Reimbursements and procedures will be in accordance with Oregon Accounting Manual, Policy No. 40.10.00PO, and its successors. Changes in this policy will be automatically incorporated into Article 19.

Section 2. Moving Expenses. Reimbursements and procedures will be in accordance with the Department of Administrative Services, Human Resource Services Division Policy 40.055.10, and its successors. Changes in this policy will be automatically incorporated into this contract.

ARTICLE 20 - FEES; HONORARIA

An employee shall not accept fees or honoraria for speeches, lectures or teaching that are related to the operations of the Department without the prior approval of the Attorney General or designee. Such approval shall not be unreasonably withheld or delayed.

ARTICLE 21 - CONTINUING LEGAL EDUCATION

Section 1. The Department encourages the professional development of its staff through provision of in-house CLE programs and by paying the cost of outside programs, subject to the availability of funds budgeted by the Department for CLE expenses. Each Division Administrator (other than the Administrator of DCS) will be given a biennial budget for attorney CLE expenses. Such budget may be modified by the Deputy Attorney General or designee as he/she determines necessary, based on the Department's financial condition. Each Administrator will review and approve CLE requests for attorneys within his or her division in a manner consistent with the guidelines set forth below. Administrative Services will provide each Division with a quarterly accounting of CLE expenditures, indicating the amount remaining in each division's budget. Out-of-state travel requires approval by the Deputy Attorney General or designee.

Section 2. In-House CLEs.

- (a) The Department shall apply for approval from the Oregon State Bar for providing CLE courses. The Department will provide at least thirty (30) hours of approved CLE credit per calendar year, to include not less than two (2) hours of approved ethics credit. The Department will encourage each Division after coordinating with the CLE Committee to present at least six (6) hours of approved CLE courses per calendar year that are relevant to the work of the attorneys in each of that Division's sections. All section-specific CLEs will be available to all DOJ attorneys.
- (b) The Department shall continue to maintain an in-house CLE library of all Department-wide CLE courses. Where feasible, the Department will offer CLEs in multiple formats.

Section 3. Outside CLEs.

- (a) Guidelines for attendance at outside CLEs shall be as follows:
 - (1) In general, attorneys should meet MCLE requirements through in-house CLEs.
 - (2) Attorneys should not use State funds to attend outside CLEs if they already have sufficient hours to meet MCLE requirements.
 - (3) Content of CLE must be relevant to the attorney's work assignment or to the goals outlined in the attorney's annual evaluation.
 - (4) If a Division Administrator approves an outside CLE and there is no annual pass or other cost-reduction available within the Division, the Division Administrators of other Divisions will cooperate by allowing the attorney to use any pass or other cost-reduction that is available.
- (b) Subject to the sub-item 3(a)(3) and to the extent permitted by the operational needs of the Department, attorneys will be given approval to attend one CLE per year, whether in state or out of state, where an agency or other organization is willing to assume such costs.

Section 4. Exceptions to the above guidelines and expenditures beyond each Division's budget must be approved in advance by the Deputy Attorney General or designee.

ARTICLE 22 - BAR DUES

The Department shall pay the cost of Oregon State Bar dues plus dues for membership in up to two (2) OSB sections for each employee. Upon the receipt of an employee's written request to Admin Services, the Department shall pay the cost of one (1) local bar association for each employee as provided below.

If the employee chooses to join the local bar association of his/her primary office location, the Department will pay the full cost. If the employee chooses to join a bar association other than his/her primary office location, the Department will pay up to the cost of the Marion County Bar Association dues.

Subject to recommendation by the Division Administrator and approval of the Attorney General or designee, taking into consideration the operational needs of the Department, bar dues for other states and additional section dues may be paid by the Department.

ARTICLE 23 - BAR CONVENTION ATTENDANCE

The Department seeks to ensure that the maximum number of Department Attorneys be permitted to attend the Oregon State Bar Convention, consistent with budgetary constraints, and to the extent permitted by the operational needs of the Department. Approval of attendance at the Bar Convention and the reimbursement of expenses shall be in accordance with Department Policy 3-33(1), in effect on January 17, 1996.

ARTICLE 24 - BAR COMPLAINTS

Section 1. Under ORS 180.060(1)(d), the Attorney General shall provide counsel and represent an Assistant Attorney General in responding to complaints filed or disciplinary proceedings commenced by the Oregon State Bar under the authority of ORS 9.527-536 and rules of the Oregon Supreme Court, when in his/her discretion the Attorney General believes that such defense is necessary or advisable to protect the interests of the State, under the following conditions or substantial equivalent:

- (a) Upon the request of the Attorney charged, approved by the supervisor of that Attorney;
- (b) Waiver by the Attorney charged of the attorney client privilege as to any facts relevant to any separate proceedings in which the State also has an interest, e.g., defense of a tort claim, termination of employment; and
- (c) The conduct which is the subject of the complaint was in accordance with:
 - (1) Department ethics policy or procedure or an opinion of the Department of Justice Ethics Committee;
 - (2) The direction of a supervisor; or
 - (3) Was apparently within the proper scope and discretion of the duties assigned.

In any disciplinary proceeding involving a complaint against an Assistant Attorney General which is not covered under the first paragraph of this Section, at the request of the attorney charged, the Attorney General shall evaluate the basis for the charges and may provide counsel and representation in the proceeding for the attorney charged if the Attorney General concludes that the Attorney's actions were consistent with Bar disciplinary rules and Department ethics policies.

Section 2. Failure of the Attorney General to appear under Section 1 above shall not preclude appearance in any amicus capacity if such an appearance is deemed necessary or advisable by the Attorney General to protect the interests of the State.

Section 3. Any decision to appear under Section 1 or 2 above shall be made by either the Attorney General or the Deputy Attorney General. Requests for any such action shall be addressed to the Deputy Attorney General.

Section 4. Attorneys who anticipate a Bar disciplinary proceeding or issue arising out of a particular matter involving their personal conduct should advise the Deputy Attorney General in a timely manner.

Section 5. Nothing in Sections 1-4 shall be construed to or suggest that the Attorney General may defend persons charged in criminal proceedings or ethics matters under ORS Chapter 244.

Section 6. The Attorney General reserves the right to withdraw from an appearance made under Sections 1-4 when in the Attorney General's discretion such action is necessary or advisable.

Section 7. The Attorney General shall not undertake representation of any Assistant Attorney General if such representation would be in violation of Disciplinary Rule of Procedure 2.1.

ARTICLE 25 - PROFESSIONAL WORKWEEK

Section 1. Attorneys are exempt from FLSA overtime provisions and are expected to work a professional workweek on a salaried basis. The parties recognize that business hours for law offices and for most governmental agencies, including the courts, are from 8:00 a.m. to 5:00 p.m., Monday through Friday, which generally requires that, during this time, the legal staff of the Department of Justice be available to agencies and other DOJ staff in order to perform timely and effective legal services.

Section 2.

- (a) Attorneys may request approval to work a schedule that is different from the normal business hours of the Department, such as a schedule regularly beginning at 7:00 a.m. and ending at 4:00 p.m.
- (b) Attorneys may request to work a part-time work schedule provided that such schedule is not less than one-half (1/2) time and that the attorney takes responsibility for the effective and prompt servicing of clients and matters under that attorney's supervision.
- (c) In consultation with the Attorney In Charge, a Division Administrator shall have the discretion to approve such requests after considering the following factors:
 - (1) The personal needs of the Attorney making the request;
 - (2) The operational needs of the Department. For purposes of this Article, operational needs includes the needs of the Department, division, work unit and client agencies, as determined by the Division Administrator, in consultation with the Attorney In Charge.
- (d) The Agency will periodically review attorney alternative work schedules.

(e) An attorney who is approved to work an alternative schedule will be required to maintain billable hours expectations.

Section 3. Such discretion shall not be unreasonably withheld.

Section 4. Alternative schedules may be terminated after considering the above factors whenever, in the judgment of the Division Administrator, the needs of the Department so require.

ARTICLE 26 - JOB ROTATIONS

Section 1. Job rotation is any temporary change in job assignment requested by an Assistant Attorney General for a designated period of time after which the Assistant Attorney General shall resume his/her original job assignment.

Section 2. Job rotations as defined in this Article shall be made at the discretion of the Attorney General or designee.

ARTICLE 27 - ADMINISTRATIVE LEAVE

Section 1. Assistant Attorneys General are not entitled to overtime pay or to hour-for-hour compensatory time. Both parties recognize that some positions require longer or more irregular hours than others. However, the Department recognizes that the time demands of a particular case or project may require such extraordinary hours that some time off is necessary and fair without requiring use of accrued leave for a needed break.

Section 2. Administrative leave may be granted by the Attorney In Charge or the Division Administrator.

- (a) Examples of circumstances in which administrative leave may be considered are:
 - (1) An assignment that requires the Attorney to work substantial additional time in order to complete the assignment within an extremely short time period.
 - (2) A case or administrative proceeding that requires the Attorney to work substantial additional time over a sustained period of time.
- (b) Administrative leave may not be granted under this Article for:
 - (1) Occasional night or weekend work.
 - (2) Working extended hours, including weekends, where it is not required by the demands of a particular project.

Section 3. An Attorney In Charge or a Division Administrator may approve no more than two (2) consecutive days of leave under this Article in any particular circumstances. Any exceptions to the time limit contained in this Section must be approved by the Associate Attorney General.

ARTICLE 28 - PERSONAL LEAVE

Section 1. All employees after completion of six (6) full calendar months of service shall be entitled to receive personal leave days in the following manner:

- (a) All full-time employees shall be entitled to twenty-four (24) hours of personal leave with pay each fiscal year.
- (b) Part-time employees shall be granted such leave in a prorated amount of twenty-four (24) hours based on the same percentage or fraction of month they are hired to work, or as subsequently formally modified, provided it is anticipated that they will work 1,040 hours during the fiscal year.

Section 2. Should any employee fail to work 1,040 hours for the fiscal year, the value of personal leave time used may be recovered from the employee.

Section 3. Personal leave shall not be cumulative from year to year, nor is any unused leave compensable in any other manner.

Section 4. Such leave may be used by an employee for any purpose he/she desires and may be taken at times mutually agreeable to the Department and the employee.

ARTICLE 29 - SICK LEAVE

Section 1. Eligibility for and Use of Sick Leave.

- (a) An employee, upon initial appointment to State service, is eligible to receive and use an advance of ninety-six (96) hours of accrual. Otherwise, an employee may use accrued sick leave with pay on or after the first of the month following the month of accrual. The accrual may be used for personal or a family member's illness, medical or dental care, injury, or death or any period of absence from employment qualifying as family or medical leave under HRSD Policy 60.000.15.
- (b) If the absence from employment is qualifying under Family and Medical Leave Policy 60.000.15, "family member" is defined in the applicable leave law. Otherwise, "family member" is defined as spouse and parents thereof; children, including adopted children, and spouses thereof; parents; brothers and sisters and spouses thereof; and any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.
- (c) Certification of an attending physician or practitioner may be required by the Department.

Section 2. Accrual Rate.

- (a) A full-time employee shall accrue eight (8) hours of sick leave per month.
- (b) A full-time employee on leave without pay or a part-time employee shall accrue sick leave on a pro rata basis.
- (c) Actual time in paid status, except for educational leave, shall be included in determining the pro rata accrual of sick leave each month.

Section 3. Transfer of Sick Leave Hours.

- (a) When an employee transfers to another position in State service not covered by this Agreement, the employee's unused sick leave accrual shall transfer to the gaining agency if allowed by that agency's applicable rules or collective bargaining agreement.
- (b) When an employee transfers to a position covered by this Agreement from a position in State service not covered by this Agreement, the employee's unused sick leave accrual shall transfer to the Department.
- (c) If the employee came from another public employer within the State of Oregon because its functions were assumed by the Department, the Department, upon appointing the employee without a break of more than fifteen (15) calendar days, shall accept the amount of unused sick leave accrued during the employee's tenure with the public employer as long as the public employer's accrual rate does not exceed the accrual rate of eight (8) hours per month. If the public employer's accrual rate exceeds eight (8) hours per month, the following formulas shall apply:

$$\frac{8 \text{ Hours}}{\text{Previous Accrual Rate}} \times \text{Sick Leave Balance at Previous Employer} = \text{Maximum Sick Leave Assumable}$$

Section 4. Sick Leave Upon Separation. No compensation for unused sick leave hours shall be allowed upon separation except as provided in the applicable provisions of the Public Employees Retirement Act. Upon separation, if an employee has used sick leave in excess of the amount accrued, the equivalent dollar amount will be deducted from the final paycheck.

Section 5. Restoration of Sick Leave Upon Rehire. An employee who separates from State service and returns within two (2) years shall have unused sick leave hours accrued during previous employment restored.

Section 6. Coordination with Workers' Compensation. An employee shall exhaust accrued paid leave beginning with sick leave and then other paid leave in any sequence (vacation and personal) before electing leave without pay during any period of time loss due to a work-related injury or illness. Prorated charges shall be made against accrued leave based on the difference between the time loss payment and the employee's regular salary rate.

Section 7. Sick Leave Acquired by Donated Vacation Leave. The Department will establish and administer a donated leave program that:

- (a) Allows any employee who, as a result of extended or catastrophic illness and/or injury to the employee or family member, has exhausted all accumulated leave (sick, vacation and personal) and is not receiving workers' compensation benefits or PERS retirement benefits to receive donated leave;
- (b) Allows an employee, within the same agency, to voluntarily donate vacation leave in increments of one (1) hour or more to an eligible Department employee's sick leave account, based on the conversion of the donor's salary rate to sick leave hours at the donee's salary rate;
- (c) Allows an eligible donee employee to receive up to a maximum of four hundred eighty (480) hours converted hours (sixty (60) days) of donated leave per calendar year;

- (d) Prohibits the donor from recovering any unused hours from the donee's sick leave account;
- (e) Requires documentation, including the donor's signature and verification of need;
- (f) Allows exceptions to the above provisions by approval of the Attorney General.

ARTICLE 30 - LEAVE OF ABSENCE WITH PAY

The State of Oregon recognizes that certain employee leaves are either directly or indirectly beneficial to the State and therefore qualify as paid leave. Employees shall receive the following paid leave:

Section 1. Military Training Leave With Pay. An employee shall be granted military training leave with pay, identified by a copy of the military training orders furnished by the employee, for a period not exceeding fifteen (15) calendar days or eleven (11) workdays in any federal training year if the employee:

- (a) Has been employed with the State of Oregon or its counties, municipalities or other political subdivisions for six (6) months or more immediately preceding application for military leave, and
- (b) Is a member of the National Guard or reserve component of the United States Armed Forces.

Section 2. World, Pan American, or Olympic Event Training Leave With Pay. A leave-with-pay loan to participate in official training camps and competitions for World, Pan American, or Olympic events may be granted not to exceed ninety (90) calendar days per calendar year. The conditions under which such a loan may be granted shall be in accordance with ORS 243.325-243.335.

Section 3. Jury Service Leave with Pay. An employee shall be granted jury leave upon request. The employee may keep any money paid by the court for jury service.

Section 4. Court, Legislative Committee, or Quasi-Judicial Body Witness Leave of Absence With Pay. An employee shall be granted court, legislative committee, or quasi-judicial body witness leave with pay if such appearance was required by subpoena or other direction by proper authority for matters other than officially assigned duties. The employee may keep any money paid. Money received while performing officially assigned duties shall be Department property unless the appearance was required during off-duty hours.

Section 5. Search and Rescue Operation Leave With Pay. Leave with pay not to exceed five (5) workdays for each operation shall be granted if requested by a law enforcement agency; the Department of Transportation, Aeronautics Section manager; the United States Forest Service; or any local civil defense organization.

Section 6. Job Interview and Testing Leave With Pay. An employee is entitled to up to two (2) hours leave with pay per instance to take examinations for other State positions or to interview for other State positions, including interviews for transfers, promotions, or voluntary demotions. Time in excess of two (2) hours may be charged to personal leave or to vacation time, or to unpaid leave if no paid leave is available to the employee.

Section 7. Preretirement Counseling Leave With Pay. Leave with pay for an employee to investigate and assemble a retirement program may be granted by the appointing authority, for

a period up to three and one-half (3-1/2) days of leave within three (3) years of the chosen retirement date.

Section 8. Red Cross Disaster Relief Services Leave With Pay. Leave with pay not to exceed fifteen (15) work days may be granted to an employee to participate in disaster relief services in Oregon. To qualify for such leave, the employee shall be a certified disaster services volunteer of the American Red Cross.

Section 9. Education Leave With Pay. The Attorney General may grant education leave with pay for up to one (1) year for education or research projects directly related to the employee's assignment with the Department.

Section 10. Bereavement Leave. Regardless of donated leave or sick leave eligibility criteria, employees shall be eligible for a maximum of twenty-four (24) hours paid bereavement leave in order to discharge the customary obligations arising from the death in the immediate family. The definition of 'immediate family' shall be the same as used in Article 29, Section I (Sick Leave) of the agreement. Up to eight (8) hours of paid bereavement may be taken for aunt, uncle, niece or nephew. The Agency may request documentation. Bereavement leave shall be prorated for part-time employees. If additional leave is needed to discharge the customary obligations arising from the death in the immediate family, an employee may request to use accrued sick leave hours, leave without pay or accrued vacation hours. 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 donated leave.

ARTICLE 31 - LEAVE OF ABSENCE WITHOUT PAY

Section 1. An employee shall be entitled to military leave without pay as required by federal and State law.

Section 2. An employee may request and shall be granted leave without pay for the time required to make an appearance as a plaintiff or defendant in a civil or criminal court proceeding that is not connected with the employee's officially assigned duties.

Section 3. At the discretion of the Attorney General, an employee may be granted temporary leave of absence without pay for:

- (a) Work as a loaned employee to another State agency for performance of a specific assignment;
- (b) Service in connection with an American Bar Association sponsored activity; and/or
- (c) For any other purpose approved by the Attorney General or designee.

Section 4. An employee who has worked for the Department for more than five (5) years may, with the approval of the Department, take up to one (1) year of unpaid leave on sabbatical for any purpose, and upon return shall be entitled to return to the Department in the same classification at the current salary rate for such classification. This provision shall not be construed to prevent the Department from granting leave without pay before five (5) years of Department service. An unpaid leave of absence will not be granted to any employee who is accepting some other position in State government; who is leaving State employment to enter

other outside employment; or who does not intend to, nor can reasonably be expected to, return to State employment on or before the expiration of the unpaid leave of absence.

Section 5. An employee shall use appropriate accrued leave before using leave without pay except when:

- (a) Prohibited by federal or State law; or
- (b) This requirement is waived by the Attorney General or designee, upon specific request of the employee, due to extenuating or unusual circumstances related to the nature of the approved leave purpose.

Section 6. During periods of unpaid leaves an employee shall:

- (a) Receive such benefits as required by federal and State laws; and
- (b) Not accrue sick leave or vacation leave.

Section 7. Leaves of absence up to one (1) year shall not be considered a break in service.

ARTICLE 32 - PARENTAL LEAVE

A parent shall be granted leave in accordance with State and federal laws.

ARTICLE 33 - VACATION LEAVE

Section 1. Vacation Leave Accrual.

- (a) Vacation leave shall accrue as follows:

<u>Months Worked</u>	<u>Accrual Rate</u>
First month through 60 th month	10.00 hours per month
61 st month through 120 th month	11.34 hours per month
121 st month through 180 th month	13.34 hours per month
181 st month through 240 th month	15.34 hours per month
241 st month through 300 th month	17.34 hours per month
After 300 th month	18 hours per month

- (b) An employee, upon initial appointment to State service, is eligible to receive and use an advance of forty (40) hours of accrual.
- (c) An employee may take accrued vacation leave on or after the first of the month following the month in which it is accrued, except as and may be further allowed in subsection (b).
- (d) A part-time employee, a full-time employee on leave without pay, or an employee beginning work after the first working day of the month shall accrue vacation leave on a pro rata basis.

Section 2. Vacation Leave Application. An employee shall be eligible to use accrued vacation leave for any period of absence from employment qualifying as family or medical leave under HRSD Policy No. 60.000.15, Family and Medical Leave.

Section 3. Determination of Service for Pro Rata Accrual. Actual time in paid status, except for educational leave, shall be included in determining the pro rata accrual of vacation each month.

Section 4. Determination of Service for Recognized Service Date.

- (a) Each employee shall be assigned a recognized service date representing length of service for vacation accrual rate adjusted for breaks in service.
- (b) Time spent in the exempt, unclassified, academic unclassified, classified, and management service and time spent on paid leave or on Peace Corps, military, educational, mobility, or job-incurred time loss or other qualifying family and medical leaves covered by Policy 60.000.15 without pay shall be considered as time in the State service in determining the recognized service date.

Section 5. Restoration of Vacation Accrual Rate Upon Rehire. An employee who separates from State service and returns within two (2) years shall be given credit toward additional vacation accrual rates for service prior to separation.

Section 6. Accumulation of Vacation Leave. An employee who has accrued the maximum three hundred fifty (350) vacation leave hours authorized may request use of vacation leave to prevent its loss. An appointing authority, upon determining that granting of vacation leave is not appropriate, may make cash payment for not more than forty (40) hours. Vacation leave for which payment is made shall be cancelled.

Section 7. Use of Leave. Vacation leave may be utilized with prior approval of the designated supervisor at a time mutually acceptable to the Department and the employee and consistent with the operating requirements of the Department, except as otherwise provided by HRSD Policy No. 60.000.15, Family and Medical Leave.

Section 8. Retention of Vacation Leave Hours Upon Transfer. Whenever an employee accepts an appointment to a position not covered by this Agreement, any portion of the employee's accrued vacation leave hours not assumed by the gaining agency shall be compensated to the employee in cash by the Department to a maximum of two hundred fifty (250) hours.

Section 9. Vacation Pay Upon Separation. An employee who separates after six (6) months of State service shall be paid for not more than two hundred fifty (250) unused vacation leave hours. Any hours beyond the two hundred fifty (250)-hour cap not paid under Section 6 shall be lost. Any employee on a military leave of absence without pay may, at the option of the employee, either be paid for unused vacation leave hours or retain them on the agency leave records.

Upon separation, if an employee has used vacation leave in excess of the amount accrued, the equivalent dollar amount will be deducted from the final paycheck.

Section 10. Donation of Vacation Leave. An employee, having a minimum of six (6) months of State service, may voluntarily donate vacation leave, in increments of one (1) hour or more,

to an individual employee for whom a donated leave bank has been established, in accordance with Article 29, Sick Leave.

ARTICLE 34 - HOLIDAYS

Employees shall receive the following legal compensable holidays:

Section 1. Legal Holidays.

- (a) The following are legal compensable holidays:
- (1) New Year's day on January 1;
 - (2) Martin Luther King's Birthday on the third Monday in January;
 - (3) President's Day on the third Monday in February;
 - (4) Memorial Day on the last Monday in May;
 - (5) Independence Day on July 4;
 - (6) Labor Day on the first Monday in September;
 - (7) Veterans Day on November 11;
 - (8) Thanksgiving Day on the fourth Thursday in November;
 - (9) Christmas Day on December 25;
 - (10) Every day appointed by the Governor as a holiday;
 - (11) Every day appointed by the President of the United States as a day of mourning, rejoicing, or other special observance only when the Governor also appoints that day as a holiday.

Section 2. Application of Holiday Pay.

- (a) A full-time employee shall be granted eight (8) hours time off with pay for each legal holiday. A full-time employee on leave without pay shall be granted time off with pay on a pro rata basis for each legal holiday.
- (b) A part-time employee shall be granted time off with pay on a pro rata basis for each legal holiday.

Section 3. A holiday which occurs during vacation or sick leave shall not be charged against such leave.

Section 4. Whenever a holiday falls on Sunday, the following Monday shall be recognized as a holiday, and whenever a holiday falls on Saturday, the preceding Friday shall be recognized as a holiday. However, a day appointed by the Governor as a holiday or a day appointed by the President of the United States as a day of mourning, rejoicing or other special observance, which day the Governor also appoints as a holiday, shall be observed on the day appointed.

Section 5. When a designated holiday falls on an employee's regularly scheduled day off, other than Saturday or Sunday, the holiday shall be subsequently rescheduled, if possible, to another day within the same pay period but no later than during the following pay period.

Section 6. When a holiday occurs on what would normally be the first or last workday of the pay period, an employee who is hired on the first workday or who separates on the last workday shall receive pay for the holiday.

Section 7. In addition to the holidays specified in this Article, full-time employees shall receive eight (8) hours of paid leave. Part-time employees shall receive a prorated share of eight (8)

hours of paid leave. Paid leave granted in this Section shall be accrued by all employees employed as of the day before Thanksgiving or Christmas of each year. Employees who are employed as of the day before Thanksgiving may request the option of using this paid leave on the workday before or after Thanksgiving, Christmas, or New Year's Day. Employees who become employed after Thanksgiving but before Christmas may request the option of using this paid leave on the workday before or after Christmas or the workday before or after New Year's Day. If the employee chooses not to take one of the aforementioned days, another day may be mutually agreed upon, provided such time is taken off by January 5th of the following year.

Section 8. Attorneys who are directed by their manager to work on a holiday shall be compensated at time and one-half (1-1/2) in addition to their regular pay for the holiday.

ARTICLE 35 - LABOR/MANAGEMENT COMMITTEE

Section 1. To facilitate communication between the parties, a joint labor/management committee shall be established.

Section 2. The Department committee shall be composed of up to four (4) employee members appointed by the Association and up to four (4) members of management, unless mutually agreed otherwise.

Section 3. The committee shall meet when necessary, but not more than three (3) hours per meeting or more than once each calendar quarter. The first meeting shall be ninety (90) days after the parties have executed a labor contract. Subsequent meetings shall be established by mutual agreement of the parties.

Section 4. The committee shall prepare a written agenda ten (10) days in advance of any scheduled meeting.

Section 5. Department employees appointed to the committee shall be paid during time spent in committee meetings. Approved time spent in meetings shall not be charged to leave credits.

Section 6. The committee shall meet and confer on issues relating to the operations of the Department. The committee shall not have the authority to negotiate on mandatory subjects of bargaining. The committee shall have no power to contravene any provision of this Agreement or to enter into any agreements binding on the parties to this Agreement.

ARTICLE 36 - SAFETY AND HEALTH

Section 1. The Department will abide by standards of safety and health in accordance with the Oregon Safe Employment Act (ORS 654.001 to 654.295 and 654.991).

Section 2. The Department shall comply with the provisions of OAR 437-127, Medical Services and First Aid.

Section 3. If an employee claims that an assigned job, vehicle or equipment is unsafe under Oregon Safe Employment Act standards and for that reason refuses to do the job or use the

vehicle or equipment, the employee shall immediately give specific reason(s) in writing to his/her Attorney In Charge. The Attorney In Charge will request an immediate determination by the Department safety officer or designee, or, if none is available, by OR-OSHA of the Department of Consumer and Business Services as to whether the job, vehicle or equipment is safe or unsafe.

Section 4. Pending determination provided for in Section 3, the employee shall be given another vehicle or equipment or other work. If no work is available the employee shall be sent home. Time lost by the employee as a result of refusal to perform work on the grounds that it is unsafe under Oregon Safe Employment Act standards shall be paid by the Department if the employee's claim is upheld by the Department safety officer or designee or the Department of Consumer and Business Services.

ARTICLE 37 - SECURITY

Section 1. The Department shall provide a safe work area for employees covered by this Agreement to the extent the Department determines to be reasonable and appropriate.

Section 2. The Department and the Association agree to cooperate to educate all employees about the need for security consciousness.

Section 3. The Department shall establish procedures to immediately and safely evacuate employees from the work site whenever the Department determines that there is a threat to personal safety.

Section 4. When it is necessary to evacuate from any work location, the Department must determine the location is safe before instructing and/or allowing employees to return to work. In no event shall a represented employee be required to enter an evacuated area for any purpose, prior to the time the location has been determined to be safe.

ARTICLE 38 - INCLEMENT CONDITIONS

Section 1. When in the judgment of the Department, weather conditions require the closure of the work location after an employee reports to work, the employee shall not be required to use accrued leave for the remainder of the workday.

Section 2. The Department may notify employees not to report to work because of inclement weather or hazardous conditions. In such cases the Department, either directly or through the Department of Administrative Services announcement, will use radio or television announcements to attempt to notify employees of the closure prior to their leaving home. The Department shall notify all employees of the radio and television stations where such information may be found by a posting on the Department's intranet.

Section 3. If the Department gives notice of closure of a work location before the beginning of a workday and an employee is not otherwise approved to be on pre-scheduled leave or authorized to report to a different work location, the employee shall not be required to use accrued leave for the day of the closure.

Section 4. If local conditions in the vicinity of the employee's residence make travel to the work location hazardous, the employee shall notify the employee's supervisor that the employee is unable to report or will be late in reporting for work. The employee shall use accrued leave or leave without pay during the period that the employee's work is curtailed due to the hazardous conditions, unless the employee arranges with the Attorney In Charge to perform his or her work assignment in another way, such as working at home, working at another State office or performing work at another time.

Section 5. An employee may be required to use accrued leave when closure of a work location applies to that employee for a full workweek.

ARTICLE 39 – DISCIPLINE AND DISCHARGE

Section 1. Weingarten Rights. Upon request, an employee shall have the right to Association representation during an investigatory interview that an employee reasonably believes will result in disciplinary action. The employee will have the opportunity to consult with a local Association steward or an AFSCME Council Representative before the interview, but such consultation shall not cause an undue delay.

Section 2. In accordance with ORS 180.140(1), assistant attorneys general are appointed by and serve at the pleasure of the Attorney General. Nevertheless, the principles of progressive discipline will be used as deemed appropriate by the Attorney General. Attorneys may be disciplined and removed by the Attorney General, subject only to the condition that no attorney shall be disciplined or discharged without “due process.” For the purpose of this Agreement, “due process” shall be defined in subsections (a) and (b) of this Section, as follows:

- (a) Prior to the effective date of dismissal, an economic sanction (meaning a suspension without pay in full-week increments or a demotion where the Attorney General deems appropriate), or a written reprimand, the attorney shall be apprised in writing of the reasons for the discipline and have an opportunity to meet with the Attorney General, or deputy Attorney General, or associate Attorney General, to offer reasons why the attorney believes the discipline should not occur. The attorney shall have the right to request the presence and assistance of an Association representative at the meeting.
- (b) The parties understand that the meeting referred to in this Section is not a hearing. The Attorney General, deputy Attorney General, or associate Attorney General, shall control the conduct of the meeting.

Section 3. The Attorney General shall be the final arbiter of the question whether sufficient grounds exist for removal or discipline of an attorney in any particular case. In a contract enforcement proceeding under ORS 243.672, the Employment Relations Board shall have no authority to substitute its judgment for that of the Attorney General on that question or order an attorney's reinstatement or provide any monetary or other relief based upon a finding that the decision was without “cause.” The matter for review in such a proceeding is whether the attorney was disciplined or dismissed without “due process” as defined in this Agreement. The Employment Relations Board shall have no authority to rule contrary to, to amend, add to, subtract from, change, or eliminate any of the terms of this Agreement.

Section 4. The provisions of this Article shall not be grievable under Article 40, Grievance and Arbitration Procedure.

ARTICLE 40 – GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Grievances are defined as acts, omissions, applications or interpretations alleged to be violations of the terms and conditions of this Agreement. Employees are encouraged to resolve their problems informally at the immediate supervisor level. If such problems cannot be resolved, he/she may avail himself/herself of the following procedure. A grievance shall not be expanded upon after being filed at Step Two.

Section 2. Grievance Steps.

- (a) Step One. An employee, with or without Association representation, may submit a written grievance containing the date of occurrence, the act or omission that created the grievance, the Article and Section of the contract violated and the remedy desired within thirty (30)-calendar days of the alleged occurrence to the Division Administrator. The Division Administrator's response shall be due in writing within fifteen (15)-calendar days of receipt of the appeal.
- (b) Step Two. If the grievance is not resolved by the Division Administrator's response, the Association may submit the written grievance to the Attorney General or designee within fifteen (15)-calendar days from the response to Step One. The Attorney General or designee shall, within fifteen (15)-calendar days, make a written response.

The Attorney General shall be the final arbiter of any grievance based upon an alleged violation of Articles 7, 9, 20, 24, 25, 26 Section 2; 30 Section 9; 31 Section 3 and 4. The grievance procedure provided in Steps One and Two is the exclusive process and remedy of redress of any grievance based upon an alleged violation of the Articles (or portions thereof) identified in this paragraph. The decision or action grieved and the Attorney General's decision on review of a grievance under this paragraph shall not be subject to review by the Employment Relations Board under ORS 243.672(1)(g).

- (c) Step Three. Grievances not resolved at Step Two, except for grievances alleging violations of the articles, or portions of articles listed in Section 2(b) above, may be filed by the Association with the Labor Relations Unit of the Department of Administrative Services within fifteen (15)-calendar days of the receipt of the Attorney General's decision. The Labor Relations Unit response to the grievance shall be due within fifteen (15)-calendar days.

Section 3. If the grievance is not resolved by the Labor Relations Unit, the Association shall simultaneously advise the Attorney General and the Labor Relations Unit, in writing, within ten (10) days of receipt of the Labor Relations Unit response, that it desires arbitration of the grievance.

Section 4. In the event that arbitration becomes necessary, the Association and the Employer shall select an arbitrator by alternatively striking names from a list of five (5) arbitrators requested from the Employment Relations Board. The moving party shall strike first. The name remaining on the list shall be accepted by the parties as the arbitrator unless mutually agreed otherwise.

Section 5. The parties agree that the decision or award of the arbitrator shall be final and binding on each of the parties and that they will abide thereby. The parties do not waive any

right of review provided by law. The arbitrator shall have no authority to add to or subtract from or change or modify any of the terms of this Agreement. The arbitrator's award shall be due to the parties within thirty (30) calendar days of the close of the hearing unless mutually agreed otherwise.

Section 6. The arbitrator's fees and expenses shall be paid by the losing party. If, in the opinion of the arbitrator, neither party can be considered the losing party, then such expenses shall be apportioned as in the arbitrator's judgment is equitable. All other expenses shall be borne exclusively by the party requiring the service or item for which payment is to be made.

Section 7. Time limits specified in this procedure must be observed unless either party requests a specific extension of time which, if agreed to, shall be stipulated in writing and shall become part of the grievance record. If management fails to issue a response within the time limits set forth in this Article, the Association may advance the grievance to the next step of the grievance procedure, if another step is provided under this Article. If the grievant or Association fails to meet the specified time limits, the grievance will be considered withdrawn and cannot be resubmitted.

ARTICLE 41 – BILLABLE HOURS

The parties acknowledge that the Department has set a standard for full-time employees to reach 1,638 billable hours of work each year. In addition to matters that are billed to a client agency or fund, billable hours shall also include:

- Administrative Law Manual Preparations: Researching, writing and editing the Administrative Law Manual.
- Alternative Dispute Resolution Manual: Researching, writing and editing the Alternative Dispute Resolution Manual.
- Amicus: Reviewing and researching requests that the State appear as amicus. Reviewing, researching, drafting and arguing amicus briefs not billed to a client agency or fund.
- Attorney Relations Committee: Attending Attorney Relations Committee meetings including travel time. Time recorded by OAJA representatives should be only for time spent in the Committee's meetings and travel time, or as mutually agreed upon by ARC members.
- Ballot Title Preparation and Review: All legal work connected with ballot titles (e.g., preparing draft and final ballot title, responding to legal challenges). Each ballot title will be assigned a separate matter number for tracking purposes.
- CLE Presentations within DOJ: Billable hour credit will be equivalent to Oregon State Bar credit for CLE presentation to DOJ attorneys.
- Legislative Requests: Responding to requests from legislators, legislative staff, and the governor's office, including research, informal advice and briefings. Attorneys must notify their AIC upon receipt of such requests. Formal opinion requests must have the approval of legislative leadership and are billed to Legislature.
- Other Legislative Activities: Preparing legislation and background information on DOJ bills, appearing before legislative committees on DOJ bills, and participating in department activities related to legislation, at the request of a DOJ manager, or DOJ press or legislative liaison.

- Personnel Matters – Advisory to DOJ: Reviewing issues and advising DOJ on non-SED personnel issues. Generally will be used only by Labor and Employment Section.
- Public Contract Manual: Researching, writing and editing the Public Contract Manual.
- Public Law Conference: Preparing and conducting sessions of the Public Law Conference.
- Public Meetings & Records Manual: Researching, writing and editing the Public Records and Meeting Manual.
- DOJ Contracting Drafting and Review.
- All work pertaining to constituents' mail, not to exceed five (5) billable hours per year, assigned by a DOJ manager.
- Other non-billable legal work (e.g., non-billed legal work for DOJ, the governor or legislators) assigned by a DOJ manager.
- DOJ CLE presentation preparations, not to exceed ten (10) billable hours per year, assigned by a DOJ manager
- All new attorneys to the Department or attorneys transferred to a new section or division inside of the Department will have their annual billing expectation reduced by 1/24. The 1/24 reduction in the billable hour expectation shall not apply when a transferred lawyer's duties and areas of expertise remain essentially the same after the transfer, or shall be offset to the extent that the transferred lawyer is able to bill a client any training time associated with the transfer.
- When negotiation sessions and related caucuses are held during normal work hours (8AM-5PM Monday through Friday), such time spent in bargaining and related caucuses will be considered 'on the clock' and credited as billable for a maximum of three (3) members of the Association bargaining team.
- Work performed by the Chair of the Ethics Committee up to fifty (50) hours per year. All other attorneys working on the Ethics Committee not to exceed twenty five (25) hours per year.
- Time an attorney is called for jury duty after the first eight (8) hours in a fiscal year. An attorney shall be credited with six point five (6.5) hours for every eight (8) hours of jury duty.
- Work performed on Tribal relations by the person designated to be the Agency's tribal representative not to exceed fifty (50) hours per year.
- Time spent by authorized Association representatives in the representation and defense of Assistant Attorneys General subject to discipline or discharge under Article 39 or Article 40 of this agreement, not to exceed a total of one hundred (100) hours annual credit under this provision.

Attorneys on approved FMLA/OFLA or military leave will receive six and one half (6.5) hours of billed time credit for each eight (8) hours of leave up to fifteen (15) workdays (120 hours) and six point eight (6.8) hours of billed time credit for each subsequent eight (8) hours of such leave. Partial day leaves shall receive prorated credit. Attorneys working less than full time who would qualify for FMLA/OFLA leave but for insufficient work hours shall qualify for billed time credit under this paragraph and shall have their credited billed hours pro-rated. Attorneys will follow Agency procedures regarding FMLA/OFLA leave in determining if they qualify for billed time credit under this paragraph.

ARTICLE 42 – BILINGUAL DIFFERENTIAL

When formally assigned in the employee's position description, an employee assigned to interpret to or from another language to English will receive a differential of five percent (5%) of base pay.

ARTICLE 43 – REDUCTION IN WORKFORCE

Section 1. The Department agrees to make a good faith effort and when it is feasible to do so, to provide thirty (30) days advance notice to attorneys and to the Association of its intent to permanently or temporarily reduce its attorney workforce by more than ten (10) attorneys as a result of inadequate funding or for operational reasons. The Department will attempt to provide sixty (60)-days notice of any such layoff, but the Association and Department recognize that such sixty (60) day advance notice may not be possible. This attempted notice will in no way infringe upon the "at will" status of AAGs.

Section 2. The Department shall maintain a list of names of attorneys who have been laid off from the Department in good standing in the previous two (2) year period. When the Department chooses to fill a vacant attorney position through an external competitive process, the Department will notify employees from this list of the vacancy.

ARTICLE 44 – POSTING OF BARGAINING UNIT VACANCIES

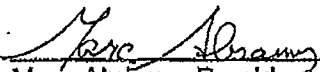
Subject to any court decrees, laws or rules, whenever the agency chooses to fill a vacant bargaining unit position through a competitive process, the Agency shall post the vacancy internally for no fewer than five (5) work days. Qualified candidates shall be considered for the appointment. The applications of internal candidates including Honors attorneys and limited duration attorneys shall be segregated from external candidates and the applications of the internal candidates shall be reviewed first.

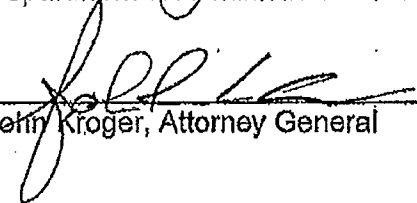
Signed this 1st day of December, 2011, at Salem, Oregon.


FOR THE STATE OF OREGON

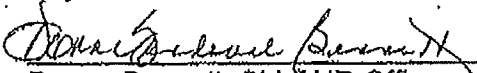
FOR THE OREGON ASSOCIATION OF
JUSTICE ATTORNEYS


Michael Jordan, Director
Department of Administrative Services


Marc Abrams, President
Oregon AFSCME, Council 75


John Kroger, Attorney General


Colleen Savage, Council Representative
AFSCME Council 75



Donna Bennett, Chief HR Officer
Human Resource Services Division

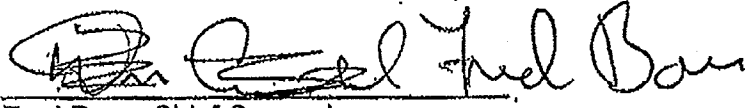

Judith Anderson, Team Member

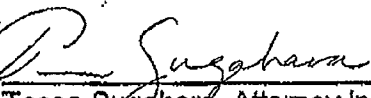

Mary Williams, Deputy Attorney General


Jennifer Chapman, Team Member


Craig Cowan, State Labor Relations Mgr.


Don Arnold, Counsel to the Attorney General


Fred Boss, Chief Counsel
Civil Enforcement Division


Tessa Sugahara, Attorney in Charge
Labor and Employment Section

**LETTER OF AGREEMENT
STEP INCREASES**

The Agreement is between the State of Oregon acting through its Department of Administrative Services (Employer) on behalf of the AFSCME Central Table Agencies, and AFSCME Council 75 (Union) on behalf of its locals at the AFSCME Central Table.

The parties agree to the following:

Effective July 1, 2012, eligible employees will receive one half (1/2) of a step on their salary eligibility date (SED), pursuant to Article 17 (Salary Administration) and will receive the remainder of the step six (6) months after their SED.

For eligible employees with salary eligibility date (SED) January 2013 through June 2013, the second half of the step increase will be given at 11:59 p.m. on June 30, 2013.

**LETTER OF AGREEMENT
MANDATORY UNPAID FURLOUGH TIME OFF**

This agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of all agencies covered by the Central Table (Agency) and AFSCME Council 75 (Union).

This agreement covers all AFSCME agreements that are within the jurisdiction of the AFSCME Central Table. To the extent this agreement conflicts with any provisions of any AFSCME agreements, this agreement shall prevail.

The parties agree to the following:

1. This agreement becomes effective July 20, 2011, the day after the Tentative Agreement was reached, and sunsets June 30, 2013 unless the parties agree to extend or amend its provisions.
2. The Employer will implement mandatory unpaid furloughs for affected employees as follows:

Straight Time Monthly Base Pay Rate	Number of Days
\$2450 and below	10
\$2451-\$3100	12
\$3101 and above	14

3. The number of hours of mandatory unpaid furloughs for less than full-time employees shall be prorated based on the employee's regularly scheduled hours within the applicable month.

4. A. Agencies or divisions within an Agency can decide to close its offices. If the Agency so chooses, the Agency will close for the number of days identified in section 5 A of this agreement.
 - (i) Employees not taking unpaid mandatory furlough time off when the Agency is closed shall change their work schedule to a four (4) ten (10) hour-day schedule or otherwise adjust their schedule for that work week subject to prior Agency approval. The Agency shall not suffer any penalty or overtime payments as a result of the employee's schedule change.
- B. For agencies with "float days", the employee will schedule designated unpaid mandatory furlough time off with their immediate supervisors using the following procedures:
 - (i) Employees will have their choice of days off, subject to operating needs.
 - (ii) Employees will submit a mandatory unpaid time off request form to their supervisors in accordance with agency procedures for requesting paid time off.
 - (iii) Mandatory unpaid time off requests for the same days will be determined pursuant to the specific provisions of the agency contracts. Where no specific provisions exist, if there is a conflict in requested days off, that conflict shall be resolved by granting the days off to the person who made the first request.
 - (iv) The Agency shall not incur any penalty or overtime payment for adjustments to an employee's schedule not to exceed a forty (40) hour workweek, including mandatory unpaid time off.
 - (v) If an employee does not wish to take unpaid furlough days, he/she may voluntarily take a salary reduction as follows:
 - (a) A reduction in the amount of two and sixty-eight hundredths percent (2.68%) for employees earning three thousand one hundred and one (\$3,101) or more a month;
 - (b) A reduction of two and thirty-three tenths percent (2.30%) for employees earning between two thousand four hundred fifty one and three thousand one hundred and one (\$2,451 - \$3,101) a month;
 - (c) A reduction of one and ninety-two hundredths percent (1.92%) for employees earning below two thousand-four hundred and fifty dollars (\$2,450) a month.

5. A. Where Agencies choose to close their offices, the following dates shall be designated as office closure days:

Friday, August 19, 2011
Friday, November 25, 2011
Friday, March 23, 2012
Friday, May 25, 2012
Friday, August 17, 2012

Friday, October 19, 2012
Friday, November 23, 2012
Friday, January 18, 2013
Friday, April 19, 2013
Friday, May 24, 2013

- B. Employees mandated to take a greater number of unpaid mandatory furlough time off than closure days based on the tiers, will take the remaining unpaid mandatory furlough time off as float days in accordance with 4 (B) above:

- (i) Floating mandatory unpaid time off will be scheduled and taken no later than March 31, 2013. Employees will take no more than two (2) days (sixteen (16) hours) in a workweek.
- (ii) If the floating mandatory unpaid time off is not scheduled and taken by March 31, 2013, management will schedule the employee to take the mandatory unpaid time off by May 31, 2013. In the event an employee has any mandatory unpaid time off obligation remaining after May 31, 2013, the employee's July 1, 2013 paycheck for the June 2013 pay period will be reduced by the equivalent amount for the remaining mandatory unpaid time off days.
- (iii) An employee is not eligible to receive unemployment benefits for the days taken as mandatory unpaid time off. Should an employee receive unemployment benefits the agency will automatically deduct from the employee's paycheck the full amount of money that equals the dollar amount the employee received in the unemployment benefits. The deduction shall be taken from the next paycheck upon discovery of the unemployment benefit payment.
- (iv) The Agency shall not incur any penalty or overtime payment for adjustments to an employee's schedule not to exceed a forty (40) hour workweek, including mandatory unpaid time off.

6. No employee will be required to take a mandatory unpaid furlough day on a recognized holiday unless the employee and supervisor agree otherwise.
7. Temporary employees will be unscheduled for mandatory unpaid furlough days.
8. Mandatory unpaid furlough time off will not count as a break in service and shall not affect seniority.
9. Mandatory unpaid furlough time off shall not add to the length of an employee's trial service period.

10. Deductions from pay of an FLSA exempt employee for absences due to a budget required mandatory unpaid furlough day shall not disqualify the employee from being paid on a salary basis except in the workweek in which the mandatory unpaid furlough time off occurs and for which the employee's pay is accordingly reduced.
11. If an FLSA exempt employee is permitted to work in excess of forty (40) hours in a workweek in which the employee takes a mandatory unpaid furlough day, then such employee shall be eligible for pay at the rate of time and one half (1 1/2x) for hours in excess of forty (40) hours that workweek.
12. Mandatory unpaid furlough time off shall only be considered time worked for: a) holiday pay computations, and, b) vacation, sick leave and personal accrual.
13. Subject to PEBB eligibility rules, mandatory unpaid furlough days shall be considered time worked for purposes of computing the Employer's insurance contributions.
14. Full-time employees shall take mandatory unpaid furlough time off in hours equivalent to a full shift or the remaining obligation if it equals less than a full shift.
15. Part-time employees shall take mandatory unpaid furlough time off in blocks equal to their actual scheduled workday or the remaining obligation if it equals less than a scheduled work day.
16. No employee shall be authorized to use any paid leave time or time accrued to replace mandatory unpaid furlough time off.
17. If an Agency closure day is scheduled on a day in which an employee is scheduled to work more or less than an eight (8) hour workday, the employee, with Agency approval, will adjust his/her schedule in a manner which is consistent with the practice that is used during a week there is a holiday. In either case, the employee's schedule will not exceed a forty (40) hour workweek, including mandatory unpaid time off. The Agency shall not incur any penalty or overtime payment for adjusting the employee's schedule.
18. An employee shall not work on a date designated as a mandatory unpaid furlough time off. Subject to operating need, the Agency Head or designee may require the employee to work and reschedule the mandatory unpaid furlough time off.
19. Should the designated Agency closure date fall on an employee's regularly scheduled day off, subject to Agency approval, the employee shall take the mandatory unpaid furlough time off on an alternate workday.
 - (i) If the alternate time is not scheduled and taken by March 31, 2013, management will schedule the employee to take the time by May 31, 2013.
 - (ii) The Agency shall not incur any penalty or overtime payment for adjustments to employee's schedules not to exceed a forty (40) hour workweek, including mandatory unpaid time off.

LIST OF AGENCIES/PROGRAMS/DIVISIONS
OFFICE CLOSURE

Where there are more unpaid furlough days than office closures, employees will take the remaining days as float days.

DCBS (Building Codes Division except Field Enforcement)
DCBS (Fiscal/Business Services Division, Director's Office & Information Management Division)
DEQ
Real Estate Agency
DOC Dentists
SOCP (Central Administration Staff)
CCB
Employment Department (Hearings Panel)
State Lands
OSFM (except Deputy State Fire Marshals)
DLCD

LIST OF AGENCIES/PROGRAMS/DIVISIONS
USE OF FLOAT DAYS

DOJ (Attorneys)

Military Department (includes Office of Emergency Management) – Continue LOA on Oregon Youth Challenge Program
OLCC
OSP Support Unit
SOCP (Habilitative Training Technician 2, Licensed Respiratory Care Technician, LPN, Mental Health Therapy Technician)
OSH (Mental Health Registered Nurses, Nurse Practitioners)
DPSST
OHA Physicians
OYA (Juvenile Parole and Probation Officers and Assistants)
DCBS (Building Codes Division, Field Enforcement)
Long Term Care Ombudsman
OSFM (Deputy State Fire Marshals only)

**LETTER OF AGREEMENT
MANDATORY UNPAID TIME OFF CLARIFICATIONS FOR IMPLEMENTATION**

The Letter of Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) and the American Federation of State, County and Municipal Employees, AFSCME Council 75 (Union). The parties agree to the following clarifications for implementation of the mandatory unpaid time off tentative agreement.

1. Requests for Floating Mandatory Unpaid Time Off Days.

Employees may request to take up to two (2) mandatory unpaid time off days in the same week. The supervisor will have up to fifteen (15) days to respond to the employee's request for the unpaid day (MUTO/Furlough).

2. Scheduling mandatory unpaid time off for newly hired, reemployed, recalled and transferred employees.

At the time of an employment offer, the employee shall be given the of days designated as floating mandatory unpaid time off days.

3. Seasonal employee—Calculation of Mandatory Unpaid Time Off Obligation.

Full-time FTE seasonal employee's mandatory unpaid time off days obligation is determined by using the following formula as a guideline:

$$(MS \div TM) \times TO$$

Where:

MS = Estimated number of months the seasonal employee will work during the period in which mandatory unpaid time off must be taken.

TM = Total number of months during the 2011 – 2013 biennium during which mandatory unpaid time off must be taken

TO = Total number of mandatory unpaid time off days required for the biennium for the salary tier for the employee.

Example: The employee's seasons include the months of May through October 2011 and May and October 2012. The seasonal employee is expected to work both seasons. The seasonal employee is in the top salary tier which has a maximum of fourteen (14) mandatory unpaid time off (MUTO) days. The calculation is the following:

$$(MS \div TM) = (9 \text{ months} \div 22 \text{ months}) = .409$$

$$TO = 14 \text{ days}$$

$$(9 \div 22) \times 14 = 5.73 \text{ days}$$

Rounding to nearest whole number = 6 mandatory unpaid time off days (8 hours each).

Part-time FTE seasonal employee's mandatory unpaid time off obligation is prorated based on the actual paid hours, excluding overtime, for the part-time employee in the previous 12 months or season, whichever is applicable. The mandatory unpaid time off obligation shall be prorated using the following formula as a guideline:

$$(SSH \div FTH) \times 8 = MH$$

Where:

SSH = The scheduled hours in a month for the part-time employee.

FTH = The number of full-time hours in a month.

- 8 = The number of hours in a full-time mandatory unpaid time off day obligation.
- MH = The number of mandatory unpaid time off hours required for a mandatory unpaid time off day for the part-time employee.

Example: Using the facts in the example used for full-time calculation (6 mandatory unpaid time off days), but adding that the part-time employee is scheduled to work three-quarter (3/4) time for the previous 12 months or season, whichever is applicable, ¾ time is equivalent to 130 hours (i.e., ¾ of the 173.33 full-time hours in a month). The calculation is:

$$(130 \text{ hours} \div 173.33 \text{ hours}) \times 8 = 6 \text{ hours}$$

The ¾ time employee would take ¾ of a work day (i.e., 6 hours) off for a mandatory unpaid time off day.

Seasonal employees employed multiple seasons and/or by multiple agencies, will be dealt with on an Agency by Agency basis to determine the number of mandatory unpaid time off days.

4. Part-Time Employee Calculation

Prorate the employee's regular scheduled or expected work hours relative to the full time work hours for the month. The mandatory unpaid time off obligation shall be prorated using the following formula: Part-time employees may take time off based on their hours for a full scheduled shift.

$$(SSH/FTH) \times 8 = MH$$

Where:

SSH = The scheduled hours in a month for the part time employee.

FTH = The number of full time hours in a month.

8 = The number of hours in a full time mandatory unpaid time off day obligation.

MH = The number of mandatory unpaid time off hours required for a mandatory unpaid time off for the part-time employee.

Example: A part-time employee is scheduled to work 136 hours in the month of October (136/173.3 hours) x 8 = 6.27 hours. Rounded to the nearest full hour, the employee will take six (6) hours unpaid furlough time off for the month in which an unpaid furlough day is taken.

5. Limited Duration Employee Calculation

Calculate the number of furlough days required using the following formula:

$$(MS/TM) \times TO$$

MS = Estimated number of months the limited duration employee will work during the period in which mandatory unpaid time must be taken.

TM = Total number of months during the 2011 – 2013 biennium during which mandatory unpaid time off must be taken.
TO = Total number of mandatory unpaid time off days required for the biennium for the salary tier for the employee.

6. An employee's original mandatory unpaid time off obligation will not be changed as a result of promotion, demotion, reclassification except if the employee changes from part time to full time or seasonal to full time or vice versa.
7. Unpaid Leaves (including: FMLA/OFLA, Military Leave, Workers Comp, LWOP) during closures.

For employees observing mandatory unpaid closure days, if an employee is on leave without pay when a mandatory unpaid time off closure day occurs, the employee will not be required to make up the missed mandatory unpaid time off day.

8. Authorized Unpaid Leaves (including: FMLA/OFLA, Military Leave, Workers Comp, LWOP) and float day observance.

If an employee's scheduled mandatory unpaid time off day occurs when the employee is on authorized leave without pay, the scheduled mandatory unpaid time off day will count towards the employee's obligation. The supervisor will code the mandatory unpaid time off.

9. Employees called in to work on a mandatory unpaid time off day off.

In the event an employee is called in to work on a date designated as a mandatory unpaid time off day due to operational needs, the employee and supervisor shall arrange to take the remainder of the mandatory unpaid time off at a mutually agreeable time. The remaining mandatory unpaid time off, with approval from the supervisor, may be taken during the employee's workweek, as long as the workweek does not exceed thirty-two (32) hours, or at another time. [If the remaining hours of mandatory unpaid time off to be made up are less than an employee's full scheduled work day, the employee may either split a workday (mandatory unpaid hours plus regular work hours) to make a full work shift or make alternate arrangements for the remainder of the shift, including but not limited to using appropriate accrued leave.]

10. Adjusting the Mandatory Unpaid Time Off Day Off Obligation for Employees Hired After July 1, 2011.

Employees hired after the effective date of the agreement will have their mandatory unpaid time off obligation adjusted for the time remaining to June 30, 2013.

11. Non-emergency changes to employees observing fixed closure days.
- This LOA does not preclude schedule changes pursuant to the CBA.
 - Employees who are attending or presenting at conferences or traveling on closure days may convert the closure day to a float day within the same pay period.
 - For Board and Commission meetings scheduled on a closure day, the closure day may be converted into float days.

Mandatory Unpaid Time Off Obligation Remaining by Salary Tier

10 Fixed Closures	NEW HIRE Obligation <i>(with Agency Closures and/or Floats)</i>				SEPARATING EMPLOYEE Obligation⁴ <i>(with Agency Closures and/or Floats)</i>			
	Hire Date	Tier 1 (10 days)	Tier 2 (12 days)	Tier 3 (14 days)	Separation Date ⁵	Tier 1 (10 days)	Tier 2 (12 days)	Tier 3 (14 days)
		Hours	Hours	Hours		Hours	Hours	Hours
August ¹ 9/16/11	7/1/11-9/16/11	80	96	112	7/1/11-9/15/11	0	0	0
	9/17/11-11/25/11	72	88	104	9/16/11-11/24/11	8	8	8
11/25/11	11/26/11-1/31/12	64	80	96	11/25/11-3/22/12	16	24	24
	2/1/12-3/23/12			88				
3/23/12	3/24/12-5/25/12	56	72	80	3/23/12-5/24/12	24	32	40
5/25/12	5/26/12-6/30/12	48	64	72	5/25/12-8/16/12	32	40	48
	7/1/12-8/17/12	48	56	64				
8/17/12	8/18/12-10/19/12	40	48	56	8/17/12-10/18/12	40	48	56
10/19/12 11/23/12	10/20/12-11/23/12	32	40	48	10/19/12-11/22/12	48	56	64
	11/24/12-1/18/13	24	32	40	11/23/12-1/17/13	56	64	80
1/18/13	1/19/13-3/31/13	16	24 ²	32 ²	1/18/13-2/28/13	64	80	96
				24 ²	3/1/13-3/31/13	80 ⁶	96 ⁶	112 ⁶
	4/1/13-4/19/13				4/1/13-6/30/13	80 ⁶	96 ⁶	112 ⁶
4/19/13	8	16 ²	16 ²					
5/24/13	5/25/13-6/30/13	0	0 ³	0 ³				

This chart calculates the mandatory unpaid time obligation for new hire employees and the minimum required obligation for separating employees. Fixed closures may vary for some Agencies; employee obligation will be reduced according to the Agency's fixed closures. Chart reflects unpaid time off reduced in 8-hour increments (full-time regular work schedule). Employees on an alternative work schedule or flexible work schedule may take the unpaid time off as their shift and their obligation hours shall be reduced accordingly. Additional or specific requirements are specified in any applicable collective bargaining agreement and/or by policy.

FOOTNOTES:

- ¹ 8/19/11 was a fixed closure for some represented agencies instead of 9/16/11. For those agencies, the New Hire obligation would be reduced by one day beginning 8/19/11. Also, on the Separating Employee Chart the obligation for taking one day began on 8/19/11, instead of 9/16/11.
- ² The mandatory unpaid time off obligation exceeds the number of remaining closure dates because the employee has float days.
- ³ The float mandatory time off will not be required for an employee hired after 5/24/13.
- ⁴ Employees who retire or separate from the State prior to the end of the biennium are required to schedule and take the number of mandatory unpaid time off days identified for their separation date prior to separating.
- ⁵ Break points for separation dates are based either on closure dates or the end of the biennium time when obligations are to be completed.
- ⁶ Separating employees should have taken the total required number of mandatory unpaid time off obligation by 3/31/13, unless the employee observes closure days. If the employee observes closures, the obligation on 4/1/13 would be 8, 10, and 12, respectively. After the 4/19/13 closure date, the obligation would be 9, 11 and 13, respectively, and after the 5/24/13 closure date the obligation would be fully completed with 10, 12 and 14 days respectively.

**LETTER OF AGREEMENT
ON CREDIT FOR UNPAID FURLOUGH TIME OFF**

This agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the Department of Justice (Agency) and AFSCME Council 75 (Union).

The parties agree that full-time attorneys taking unpaid furlough days during the term of the agreement shall receive credit for seven (7.0) billable hours for each furlough day. Attorneys that work less than a full-time schedule shall have their credited hours prorated.

This agreement automatically sunsets June 30, 2013.

**LETTER OF AGREEMENT
PART-TIME EMPLOYEES HEALTH INSURANCE SUBSIDY**

This agreement is between the State of Oregon acting through its Department of Administrative Services (Employer) and AFSCME Council 75 (Union).

The Parties agree to the following:

The Employer will continue to pay the current part-time subsidy for eligible part-time employees who participate in the part-time plan through December 31, 2011, as follows:

- Employee Only (EE) - \$259.53
- Employee and Family (EF) - \$331.23
- Employee & Spouse – (ES) - \$295.30
- Employee & Children (EC) - \$336.16

For Plan Years 2012 and 2013, the Employer will pay ninety five percent (95%) of the part-time subsidy for the part-time eligible employees who participate in the part-time PEBB plan.

**LETTER OF AGREEMENT
MERIT AWARD**

This agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the Department of Justice (Agency) and AFSCME Council 75 (Union).

The purpose of this agreement is to establish a merit award program for bargaining unit attorneys exhibiting sustained outstanding service to the Agency or exemplary performance on a significant legal matter.

The parties agree to the following:

1. An attorney shall be eligible for a merit award if he/she has shown sustained outstanding service to the Agency or exemplary performance on a significant legal matter.

2. An attorney who receives a merit award shall be paid no more than five hundred (\$500) dollars. An attorney is eligible to receive a merit award no more than one (1) time per fiscal year.
3. The Agency and Union shall establish a committee made up of two (2) bargaining unit employees designated by the OAJA Board and two (2) Agency management representatives who shall make recommendations to the Attorney General who should be considered for a merit award. The Attorney General will make the final decision of who is eligible for a merit award. The Attorney General will make the final decision of who is eligible for a merit award from the recommended list and his/her decision shall not be subject to the grievance procedure.
4. The Agency shall establish procedures to implement this program within sixty (60) calendar days from the effective date of the State of Oregon/OAJA Agreement.
5. This agreement becomes effective sixty (60) calendar days after the effective date of the State of Oregon/OAJA Agreement and ends June 30, 2013 unless the parties agree to continue its provisions.

LETTER OF AGREEMENT HEALTH IMPROVEMENT PLAN

This agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of agencies under the jurisdiction of the AFSCME Central Table and AFSCME Council 75 (Union).

The Employer and Union recognize the significance and importance of PEBB creating a Health Improvement Plan. Controlling health care costs, while continuing to provide excellent benefits, is a mutual goal of the parties.

Therefore, the parties agree to the following:

1. The Employer and Union agree to establish a committee to design the delivery system for the Plan and educational components of the Health Improvement Plan that the Union introduced and recommended for adoption to PEBB.
2. The committee will also review and evaluate the PEBB Health Improvement Plan and will define benchmarks for evaluating the effectiveness and efficiencies of the Plan. If there are identified and proven cost savings, the parties will recommend the most advantageous way to share savings and further employee wellness for PEBB members.
3. The Employer and Union shall each appoint four (4) representatives to serve as members of the committee. Employees shall serve on paid time if the meeting time is during their regularly scheduled work hours.
4. Appointed employees shall not be eligible for overtime or penalty payments for serving on the committee. Any travel for work on this committee will be governed by the State travel policy.

5. Appointed employees shall notify their immediate supervisor at least five (5) work days before any meetings regarding their absence from work to participate on the committee.
6. The committee findings and recommendations shall be submitted to the Governor's Office no later than June 30, 2013.

This agreement becomes effective on the date of the final ratification of the AFSCME Central Table and ends June 30, 2013.

SALARY SCHEDULE July 1, 2011								
Range	1	2	3	4	5	6	7	8
29	5210	5469	5739	6030	6333	6637	6956	
36S	7325	7693	8084	8489	8908	9353	9820	10310

SALARY SCHEDULE December 1, 2011								
Range	1	2	3	4	5	6	7	8
29	5288	5551	5825	6120	6428	6737	7060	
36S	7435	7808	8205	8616	9042	9493	9967	10465

SALARY SCHEDULE December 1, 2012								
Range	1	2	3	4	5	6	7	8
29	5365	5631	5909	6209	6521	6835	7162	
36S	7543	7921	8324	8741	9173	9631	10112	10617

SALARY SCHEDULE January 1, 2013								
Range	1	2	3	4	5	6	7	8
29	5465	5731	6009	6309	6621	6935	7262	
36S	7643	8021	8424	8841	9273	9731	10212	10717