

COLLECTIVE BARGAINING AGREEMENT



between

DAS

**DEPARTMENT OF
ADMINISTRATIVE
SERVICES**

on behalf of

Oregon Association of
Justice Attorneys

and

AFSCME

LOCAL 1085 / COUNCIL 75,
AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES (AFL-CIO)

2015

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2017

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, including Honors Attorneys, 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, contract attorneys and assistants appointed pursuant to ORS 180.140(3).

ARTICLE 3 - TERM OF AGREEMENT

Unless otherwise noted in the Agreement, this Agreement becomes effective on the date of ratification at the local table and expires June 30, 2017. The Union shall send a letter informing the Department of Administrative Services Labor Relations Unit and the affected Agency of the specific ratification date of the tentative agreement.

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.

Section 7.

Written disciplinary actions shall be retained in the attorney's official personnel file and will have no effect after three (3) years. Physical removal shall be permitted upon request after three (3) years, and early removal of a disciplinary action will be permitted when requested by the attorney and approved by the Deputy Attorney General or designee.

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, 2015 or either the first (1st) of the month following the date the bargaining unit ratifies the Agreement or upon receipt of an interest arbitration award, whichever is later, all pay rates will be increased by two and one quarter percent (2.25%).

Effective December 1, 2016, or either the first (1st) of the month following the date the bargaining unit ratifies the Agreement or upon receipt of an arbitration award, whichever is later, all pay rates will be increased by two and three quarters percent (2.75%).

Section 5. Selective Market Adjustments.

(a) Assistant Attorney General

1. The Department shall make the changes described in this subsection to the pay range for the Assistant Attorney General Classification.
2. Effective January 1, 2016, drop the lowest step in the salary range and move attorneys currently at the lowest step to the next higher step.
3. Effective January 1, 2016 add a new top step to the salary range that is four and eighty-fifth hundred percent (4.85%) above the current top step. Attorneys will be eligible to move to the top step on their salary eligibility date.
4. Effective June 1, 2016, increase all base pay rates at all steps by four and one-half percent (4.5%).

(b) Senior Assistant Attorney General

1. The Department shall make the changes described in this subsection to the pay range for the Senior Assistant Attorney General Classification.
2. Effective January 1, 2016, drop the lowest step in the salary range and move attorneys currently at the lowest step to the next higher step.
3. Effective June 1, 2016, increase all base pay rates for all step by four and one-half percent (4.5%).
4. Effective January 1, 2017, add a new top step to the salary range that is four and ninety-fifth hundred percent (4.95%) above the current top step.
5. Effective January 1, 2017, attorneys who have been compensated at the top available step for at least five (5) full calendar years shall be eligible to move to the top step of on their salary eligibility date.

6. In the event that a ninth (9th) pay step to the Senior Attorney General pay scale is implemented pursuant to the status quo following the expiration of the 2013-2015 Agreement, that new ninth (9th) step shall continue as part of the Senior Attorney General pay scale and implemented according to the conditions described in the 2013-2015 Agreement for the term of the 2015-2017 Agreement. The Parties do not intend to implement two (2) new top steps to the Senior Attorney General pay scale.

ARTICLE 18 - INSURANCE

Section 1.

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

Section 2.

The contribution for eligible participating part-time employees with eighty (80) or more hours paid time for the month the Employer shall contribute a prorated amount of the contribution for full-time employees unless otherwise required by law. This prorated contribution shall be prorated based on the ratio of paid regular hours to full-time hours to the nearest full percent.

Section 3.

For Plan Years 2016 and 2017 the Employer will pay ninety-five percent (95%) and the employee will pay five percent (5%) of the monthly premium rate as determined by PEBB. For employees who enroll in a medical plan that is at least ten percent (10%) lower in cost than the monthly premium rate for the highest cost plan available to the majority of employees, the Employer shall pay ninety-nine percent (99%) of the monthly premium for PEBB health, vision, dental and basic life insurance benefits and the employee shall pay one percent (1%).

Section 4. PEBB 2017 Projected Funding Composite Rate and 2016 Cost of Living Adjustment.

For every one and eighty-two one hundredths percent (1.82%) that the projected composite rate is below the projected three and four tenth percent (3.4%) increase for Play Year 2017, the December 2016 two and three quarters percent (2.75%) across-the-board pay increase will be paid one (1) month earlier but no more than two (2) months earlier.

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, Chief Human Resource Office 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.

- (a) 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.
- (b) 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 taking into account CLE requirements for attorneys and the Department's availability of Department's provided CLE's. 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 twenty (20) 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 to the extent it is practicable to do so.
 - (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.
- (g) Upon request, employees may use hardship leave hours for parental leave.

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 due to resignation, retirement, layoff or termination 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. When an employee notifies the Agency they plan to separate from Agency service within the next two (2) calendar months, and the employee has at the time of such notice more than two hundred and fifty (250) hours of accrued vacation hours, the Agency and employee will work together to find a mutually agreeable time for the employee to take time off to reduce accrued vacation hours down to the two hundred and fifty (250) hours.

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) The Friday after Thanksgiving;
 - (10) Christmas Day on December 25;
 - (11) Every day appointed by the Governor as a holiday;
 - (12) Every day appointed by the Governor of the State of Oregon as a holiday and everyday 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.

If the Department closes a work location before the normal work day starts, the Department will 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 and other electronic means such as email, text messages and announcements on State websites to attempt to notify employees of the closure prior to their leaving home. The Department shall notify all employees locations 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.

See Letter of Agreement.

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. For purposes of this article, an appeal in writing can be delivered by first class registered or certified mail, postage paid, by fax or by electronic mail to the Labor Relations Unit email address LRU@oregon.gov.

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.
- Time spent participating on the Diversity Committee not to exceed twelve (12) hours per Department of Justice year (August through July).

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.

ARTICLE 45 – MAINTENANCE OF MEMBERSHIP EMPLOYMENT

All members of the bargaining unit who are members of the Union as of the effective date of the Agreement or who subsequently voluntarily become members of the Union shall continue to pay dues, or the equivalent, to the Union during the term of this Agreement. This section shall not apply during the 30-day period prior to the expiration of this Agreement for those employees who, by written notice sent to the Union and the Employer, indicate their desire to withdraw their membership from the Union.

The Union shall indemnify and save the Agency harmless against any and all claims, damages, suits or other forms of liability which may arise out of any action taken or not taken by the Agency for the purpose of complying with the provisions of this section.

ARTICLE 46 – AAIC LEADWORK RESPONSIBILITIES

Section 1.

Assistant Attorneys in Charge (“AAIC”) perform leadwork. Leadwork responsibility is work formally assigned in writing by the Agency. The duties performed on a recurring daily basis includes the following:

- 1) orient and train employees as directed;
- 2) assign and reassign duties to accomplish work;
- 3) give direction to employees concerning work procedures;
- 4) transmit established standards of performance;
- 5) review work of employees for conformance to standards;
- 6) assist Agency management in the performance evaluation process;
- 7) make reports as required by Agency management, and,
- 8) provide Agency management informal assessment of employee work performance and prepare and implement work plans for employees as needed, under the direction and supervision of Agency management.

AAICs shall not conduct an investigation on AAGs that might lead to formal disciplinary action, and shall not write or present disciplinary actions. Nothing in this article is intended to provide AAICs with the authority of a supervisor as defined under PECBA.

Section 2. The annual billable hours expectation for AAIC’s is performing leadwork duties shall be reduced pursuant to Article 41 of the Agreement.

LETTER OF AGREEMENT - ALTERNATE DISPUTE RESOLUTION PROCESS

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) on behalf of the Union's Local 1086 (Local).

The purpose of this Agreement is to establish an alternate dispute resolution process.

Where there is a conflict between this Agreement and ORS 243.712, OR 243.722 or ORS 243.726, this Agreement shall prevail.

Once the Parties have bargained and mediated pursuant to the requirements and timelines outlined in ORS 243.712, the Parties agree the following dispute resolution procedure will be followed:

1. Once mediation is concluded and one or both Parties have declared impasse, both Parties shall notify the Employment Relations Board in writing of the declared impasse.
2. Within seven (7) calendar days of the declaration of impasse, both Parties shall submit to the State Conciliator in writing their Final Offer Package including cost summary of the offer. The Final Offer package from each Party shall not contain more than five (5) unresolved mandatory subjects of bargaining.
3. Within thirty (30) calendar days after the mediator makes public the Parties' Final Offers, if there is still no final Agreement on all issues, one or both Parties shall petition the Board in writing initiating interest arbitration.
4. If the Parties are unable to select an Arbitrator, the Parties will request from the Board a list of seven (7) qualified Arbitrators from which to make a selection. The moving Party shall start striking names from the list and the one (1) remaining name will be the Arbitrator. The Parties shall notify the Board of the selected Arbitrator.
5. Fourteen (14) calendar days before the arbitrator hearing, the Parties will submit to each other their Last Best Package Offer for the Arbitrator and neither Party may change the Last Best Package Offer unless pursuant to stipulation of the Parties or as provided for in subsection 6 below. Each Parties Last Best Package Offer shall not contain more than five (5) unresolved mandatory subjects of bargaining.
6. The date set for the hearing may thereafter be changed only for compelling reasons or by mutual agreement. If either Party provides notice of a change in its position, within twenty-four (24) hours of the fourteen (14) day deadline, the other Party will be allowed an additional twenty-four (24) hours to modify its position.
7. The selected Arbitrator shall establish dates and places for the hearing. The Arbitrator may administer oaths and shall afford all Parties full opportunity to examine and cross examine all witnesses and to present any evidence pertinent to the dispute.

8. The hearing shall be scheduled for one (1) day unless the Parties otherwise agree or the Arbitrator requires additional days for hearing. Each side shall be limited to two (2) witnesses for each bargaining issue at the hearing. The Parties may stipulate to facts that can be given to the Arbitrator at hearing. Upon Agreement or upon direction from the Arbitrator, the Parties shall prepare a written post hearing brief limited to rebuttal of the other Party's position. Otherwise, the Parties will make oral closing statements at the hearing.
9. Not more than thirty (30) calendar days after the conclusion of the hearing or such additional periods to which the Parties may agree, the Arbitrator shall make a written Award to adopt one (1) of the Last Best Package Offers submitted by the Parties and shall prepare an opinion and order supporting the award basing his/her opinion and findings using the criteria outlined in ORS 243.746(4)(a-h).
10. The Award shall be served on the Parties and the Board.

This Agreement becomes effective January 1, 2015 and automatically ends December 31, 2020 unless there is mutual Agreement to extend its provisions.

The Parties may amend this Agreement upon mutual agreement.

LETTER OF AGREEMENT - DISCIPLINE / DISCHARGE (39)

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

The purpose of this Agreement is to set forth the requirements of Article 39 (Discipline / Discharge) in the State of Oregon/AFSCME Agreement covering Department attorneys.

The Parties agree to the following:

1. Effective March 1, 2014, the following provisions shall serve as Article 39 (Discipline / Discharge) for the duration of the current Attorney General's term in office.
2. When the current Attorney General ends her tenure, the language in the Agreement shall revert back to Article 39 (Discipline / Discharge from the 2011-2013 Agreement) six (6) months after her term ends. The Union can request to bargain during the six (6) month period.
3. If there is an investigatory interview of an AAG as part of formal disciplinary action and it occurs before the termination of the Letter of Agreement on Discipline / Discharge, the terms of the Letter of Agreement will continue to apply throughout the formal disciplinary process.

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 Association representative or an AFSCME Council Representative before the interview, but such consultation shall not cause an undue delay.

Section 2. Application of Article.

The first twelve (12) calendar months of initial Department employment will serve as the attorney's trial service period. This time shall be considered an extension of the hiring process. Trial service employees may be removed without cause and such decision is not subject to the grievance/arbitration procedure or Employment Relations Board review. After successfully completion of the trial service period, employees may be disciplined as set forth below.

Section 3. Off Duty Activities.

An attorney may be subject to disciplinary action as misconduct when the attorney's off duty activities are unlawful, create a conflict of interest between the performance of the attorney's duties and the Department's mission or harms the Department's reputation or services and there is a nexus between the attorney's conduct and their ability to perform assigned duties.

Section 4. Disciplinary Standards for Unsatisfactory Work Performance.

- (a) This subsection shall apply where the attorney is subject to discipline for unsatisfactory work performance.
- (b) Unsatisfactory work performance may include but is not limited to:
 - 1. consistent or substantial failure to meet billable goals,
 - 2. attendance issues,
 - 3. missed deadlines,
 - 4. inability or unwillingness to work professionally and collaboratively with colleagues, staff and/or clients, negligently prejudicing or compromising the client's legal positions, or,
 - 5. unsatisfactory work quality or lack of preparation.
- (c) The principles of progressive discipline shall be used when appropriate.
- (d) Bargaining unit attorneys who are in initial trial service for twelve (12) consecutive months or less may be disciplined or removed without just cause.
 - 1. When appropriate, unless an attorney was insubordinate or a client's legal position was prejudiced or compromised as a result of the attorney's unsatisfactory work performance, consideration shall be given to an employee's reasons for unsatisfactory work performance, including whether the attorney's actions were based on the exercise of good faith, professional judgement.
- (e) Before the effective date of a dismissal, an economic sanction (defined as suspension without pay for one (1) week increments, demotion, or a written reprimand), the attorney shall be apprised in writing of the reasons for the discipline and shall have an opportunity to present to the Attorney General or designee after not less than ten (10) business days for preparation, unless a shorter time is agreed upon by the attorney and Department. Information may include documents and fact witnesses to offer reasons why the attorney believes the discipline should not occur. Union representation may be present at the meeting.
- (f) In the event the Attorney General decides to issue a disciplinary action a written disciplinary action shall be given to the employee at the time the action is taken and a copy is sent to the Local Union President.
- (g) Notwithstanding Article 40 of the Agreement, the attorney shall have ten (10) business days to file a grievance appealing the action taken. The grievance shall be sent to the Attorney General or designee. The Department shall respond to the grievance in writing within ten (10) business days upon receipt of the grievance.

- (h) If there is no settlement or the attorney does not agree with the Department's response, the attorney shall have ten (10) business days to appeal the grievance to the Department of Administrative (DAS) Labor Relations Unit (LRU). The DAS LRU shall respond to the grievance in writing within ten (10) business days from receipt of the written appeal.
- (i) If there is no settlement of the grievance or the attorney does not agree with the response, the Union may appeal the grievance to arbitration. The Union must submit the appeal to the DAS LRU and the Employment Relations Board within ten (10) business days from the receipt of the DAS LRU response. The selection of the Arbitrator shall be consistent with Article 40 (Grievance / Arbitration Procedure).
- (j) The Parties shall follow Article 40:7 of the Agreement regarding time line extensions and other procedural issues.

Section 5. Disciplinary Standards for Misconduct.

- (a) This subsection shall apply where the attorney is subject to discipline for misconduct.
- (b) Such misconduct may include but is not limited to:
 - 1. unlawful discrimination, harassment or sexual harassment;
 - 2. Dishonesty;
 - 3. prejudicing or compromising the client's legal position through the attorney's negligent or lack of legal knowledge;
 - 4. violation of any state or federal statutes;
 - 5. violation of professional rules of ethics, or,
 - 6. conduct and violation of Department or Employer policies;
 - 7. Insubordination;
 - 8. Willful failure to comply with the lawful and ethical directives of the Attorney General or designees including failing to follow the Department's Directive on handling client matters.
- (c) 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 purposes of this Agreement, 'due process' shall be defined in subsection (a) and (b) of this section, as follows:

1. 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 discipline and have an opportunity to meet with the Attorney General or designee, 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.
 2. The Parties understand that the meeting referred to in this section is not a hearing. The Attorney General or designee shall control the conduct of the meeting.
- (d) 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 or that question or order an attorney's reinstatement or provide for 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 discipline 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, or subtract from, change or eliminate any of the terms of this Agreement.
- (e) The provisions of this article shall not be grievable under Article 40 (Grievance/Arbitration Procedure).

LETTER OF AGREEMENT – HONORS ATTORNEYS

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the Department of Justice (Department) and AFSCME Council 75 (Union) on behalf of Local 1085 (Local).

The Purpose of this Agreement is to confirm the Employer's voluntary recognition of Honors Attorneys being added to the Local's bargaining unit and to codify the conditions under which Honors Attorney employed by the Department will be added to the bargaining unit.

The Parties agree to the following.

1. The Employer agrees to recognize the Union as the exclusive bargaining agent for Honors Attorneys in the Department. Honors Attorneys shall be placed into the Local's bargaining unit effective on the date of ratification of the State of Oregon/AFSCME/OAJA 2015-2017 Agreement or the date of an interest arbitration award, whichever comes first.
2. Honors Attorneys are 'at will' limited duration employees are not covered by Discipline/Discharge (39), Letter of Agreement (Discipline/Discharge) and Reduction in Workforce (43) for the duration of the Honors Attorneys limited duration appointment. Otherwise, Honors Attorneys will be covered by the terms of the 2015-2017 State of Oregon/AFSCME Council 75/OAJA Agreement.
3. This Agreement becomes effective on the date specified in section 1 of this Agreement.
4. This Agreement does not establish a precedent in the Employer's voluntary recognition of any employee group in state service.

LETTER OF AGREEMENT – ARTICLE 33 - CASH OUT OF ACCRUED VACATION HOURS

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the Department of Justice (Department) and AFSCME Council 75 (Union) on behalf of Local 1085 (Local).

The purpose of this Agreement is to establish a pilot project to establish conditions where an eligible attorney can cash out accrued vacations to reduce his/her vacation leave balance.

The Parties agree to the following:

1. In addition to Article 33 Section 6 of the Agreement, in order to reduce or mitigate the inherent conflict between the requirement for attorneys to meet annual billing expectations yet manage their accrued vacation hour balance at the two (2) highest vacation accrual categories, an eligible attorney may cash out accrued vacation hours under the following conditions:
 - a. The eligible attorney must have worked for the Department for fifteen (15) years or more and met his/her annual billable hours expectation the prior billable year may request to cash out up to forty (40) hours of accrued vacation hours.
 - b. Request to cash out accrued vacation hours must be submitted to the Division Administrator for review and approval.
 - c. Requests must be submitted in writing during the month of January of each year on a form developed and provided by the Department.
 - d. Any approved payment shall automatically reduce the attorney's accrued vacation leave balance by up to forty (40) hours.
 - e. Payment shall be at the attorney's straight time rate of pay.
 - f. If the attorney's request is received before the fifteenth (15th) of January, payment shall be in the attorney's February paycheck. If request is received after the fifteenth (15th) of January, payment shall be made in the attorney's March paycheck.
 - g. Attorneys on unprotected leave without pay at the time the payment is requested are not eligible to cash out accrued vacation hours.
2. This Agreement becomes effective on the first (1st) of the month following the effective date of the Agreement and automatically expires June 30, 2017 unless both Parties mutually agree to continue it.

LETTER OF AGREEMENT - COMMUTING ALTERNATIVES

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

The purpose of this Agreement is to establish a work group to identify and evaluate different programs that encourage employees to use alternate methods of commuting to work.

The Parties agree to the following:

1. The group will:
 - a. Review and evaluate current and past State programs encouraging employees to use alternate commuting methods;
 - b. Review and evaluate other public employer programs that incent their employees to use alternate commuting methods;
 - c. Identify advantages and disadvantages of different programs that incent employees to use alternative commuting methods.
2. The Employer and Union shall appoint up to four (4) representatives to serve as members. Both Parties shall attempt to ensure geographic representation. Union appointed employees shall serve on Agency time if the meeting time is during their regularly scheduled work hours. Committee members shall video conference meetings whenever possible.
3. Union appointed employees shall not be eligible for overtime, lodging, meals or mileage for serving on the group. The Agency shall not be liable for any penalty or premium payments for adjusting an employee's work schedule so the employee can attend the meeting.
4. Appointed employees shall notify their immediate supervisor at least five (5) work days before any meeting regarding their absence from work to attend the meeting.
5. The Group shall prepare a written report outlining its findings to AFSCME Council 75 and the Department of Administrative Services Labor Relations Unit no later than January 31, 2016.

LETTER OF AGREEMENT – ARTICLE 18 – KAISER INSURANCE DEDUCTIBLE PLAN

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

The Parties agree that employees who enroll in the Kaiser Deductible plan will be eligible to receive the Employer's ninety-nine percent (99%) monthly contribution.

This Agreement starts and ends for Plan Year 2016 without any extensions or renewal for Plan Year 2017.

LETTER OF AGREEMENT - ARTICLE 18 – PMAC INSURANCE EDUCATION

This Agreement is entered into by the State of Oregon, acting through its Department of Administrative Services (Employer) and AFSCME Council 75 (Union).

The Employer and Union recognize the importance of making an informed decision regarding an employee selecting health insurance coverage. The Parties mutually agree to work toward increasing the amount of health insurance plan information available to state employees so they may select the most affordable plan that meets their needs.

The purpose of this Agreement is to empower the PEBB Member Advisory Committee (PMAC) to identify ways to increase knowledge of the health insurance plans available to State employees.

The Parties agree to the following:

1. The Parties will convene the PMAC by August 1, 2015 to work on the following:
 - a. PMAC will identify what resources State employees need most in order to select their health insurance plan and how to best distribute these resources.
 - b. PMAC will recommend subjects for a new educational video on health insurance plans that will be available to State employees.
 - c. PMAC shall submit all of its recommendations to CHRO (Chief Human Resources Office) and the Union by September 1, 2015.
 - d. CHRO or its designee shall produce and distribute a new educational video on the health insurance plans available to State employees by October 1, 2015.
 - e. Employees will be authorized to view the PEBB health insurance video during Agency time where it is feasible.
2. In addition, by October 1, 2015 Agency and Local Union leadership will determine the mechanics of how best to deliver the information to all employees for their individual agencies.,
3. This Agreement becomes effective August 1, 2015 and automatically terminates June 30, 2017.

LETTER OF AGREEMENT - ARTICLE 18 - PART-TIME MEDICAL PREMIUM SUBSIDY

This Agreement is entered into between the State of Oregon, acting through its Department of Administrative Services, Labor Relations Unit (Employer), and Employees Council 75 AFSCME (Union).

This Agreement shall apply to all agencies and bargaining units under the jurisdiction of the AFSCME Central Table.

The purpose of this Letter of Agreement is to clarify the Agreement reached during 2015-2017 negotiations regarding the Employer's obligation for medical premium payments for employees working less than full time.

For Plan Years 2016 and 2017, the Employer will pay ninety-five percent (95%) and the employee will pay five percent (5%) of the monthly premium rate as determined by PEBB. For employees who enroll in a medical plan that is at least ten percent (10%) lower in cost than the monthly premium rate for the highest cost medical plan available to the majority of employees, the Employer shall pay ninety-nine percent (99%) of the monthly premium for PEBB health, vision, dental and basic life insurance benefits and the employee shall pay the remaining one percent (1%).

For less than full time employees who have at least eighty (80) paid regular hours in the month, the Employer will pay a monthly benefit insurance premium amount of the plan selected by the employee as calculated under the local Agreement insurance article as follows:

- a) $\text{Part-time premium rate} \times \text{Employer contribution percentage} \times \text{the ratio of paid regular hours to full-time hours to the nearest full percent} = \text{Employer contribution.}$

In addition, there shall be a subsidy based on the employee's enrollment tier, for plan years 2016 and 2017 consisting of one of the following monthly amounts:

Employee Only,	\$346.25
Employee & Partner,	\$454.34
Employee & Children,	\$395.94
Employee & Family,	\$460.52

- b) Part-time, Seasonal and Intermittent Employees Electing Full Time Insurance

$\text{Full time premium rate} \times \text{the Employer contribution percentage} \times \text{the ratio of paid regular hours to full time hours to the nearest full percent} = \text{Employer contribution.}$

The employee will pay the premium balance.

LETTER OF AGREEMENT - PILOT PROGRAM – VOLUNTARY MEDICAL SEPARATION

Section 1.

A regular status employee with a serious health condition who has exhausted all of his/her own accrued paid leave balances may submit a written request to the Agency for a 'voluntary medical separation'. A voluntary medical separation is a voluntary resignation for medical reasons. The attorney shall attach a doctor's certification to the request attesting to the attorney's serious health condition.

Section 2.

If, based on the doctor's certification, the attorney has a serious health condition, the Agency will approve the attorney's written request for voluntary medical separation so long as the attorney is not under investigation for any performance and/or misconduct.

Section 3.

An attorney who receives a voluntary medical separation will be notified that he/she will be placed on the Agency's Layoff List and may be eligible for recall provided all of the following conditions are met:

- a. To be fit for contact and contact once on the Agency Layoff List, the attorney must submit a doctor's certification that he/she is fit to return to work full-time without restrictions.
- b. The attorney will be eligible for consideration to a position when there is a vacant position the Agency intends to fill pursuant to Article 43 of the Agreement;
- c. The employee's name shall remain on the Agency Layoff List for two (2) years from the date of voluntary resignation.

Section 4.

This Agreement starts on the effective date of the Local Agency Agreement and automatically expires June 30, 2107 unless the Parties specifically agree to extend its provisions.

LETTER OF AGREEMENT – ATTORNEY RELATIONS SUBCOMMITTEES

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

1. The Parties agree to establish three (3) subcommittees of Attorney Relations Committee (ARC) effective on the effective date of the 2015-2017 Agreement. Each Subcommittee shall be staffed by two (2) Union appointed representatives and two (2) Department representatives.
2. The Purpose of each subcommittee shall be as follows:
 - a. Information Technology: The subcommittee shall review information technology for use in trial and hearings, mobile technology for attorneys operating outside of the Department and other technology aides for the practice of law.
 - b. Billable Hours: The subcommittee shall discuss the impact of the billing hours system on the work of attorneys.
 - c. Institutional Expertise: The subcommittee shall review and consider how to best preserve substantive legal knowledge and expertise for Department attorneys.
 - d. Time spent by Union appointed represented employees in subcommittee meetings shall be credited with Article 41 (Billable Hours). 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.
 - e. Each subcommittee shall prepare written recommendations to the Attorney Relations Committee (ARC) no later than June 30, 2016 and this Agreement shall automatically end December 31, 2016.

SALARY SCHEDULES

July 1, 2015

Range	1	2	3	4	5	6	7	8
29	5658	5933	6221	6532	6854	7180	7518	
36S	7913	8304	8721	9153	9600	10075	10572	11096

December 1, 2015

Range	1	2	3	4	5	6	7	8
29	5785	6066	6361	6679	7008	7342	7687	
36S	8091	8491	8917	9359	9816	10302	10810	11346

January 1, 2016

Range	1	2	3	4	5	6	7	8
29		6066	6361	6679	7008	7342	7687	8060
36S		8491	8917	9359	9816	10302	10810	11346

June 1, 2016

Range	1	2	3	4	5	6	7	8
29		6339	6647	6980	7323	7672	8033	8423
36S		8873	9318	9780	10258	10766	11296	11857

December 1, 2016

Range	1	2	3	4	5	6	7	8
29		6513	6830	7172	7524	7883	8254	8655
36S		9117	9574	10049	10540	11062	11607	12183

JANUARY 1, 2017

Range	1	2	3	4	5	6	7	8	9
36S		9117	9574	10049	10540	11062	11607	12183	12786

SIGNATURE PAGE