

**LETTER OF AGREEMENT
CLARIFICATION OF LETTER OF AGREEMENT ON UNPAID
HOLIDAYS/FURLOUGHS**

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

The purpose of this agreement is to supplement selected provisions of Letter of Agreement #13 covering the Union's security unit.

The parties agree to the following:

1. Section C (1) (i) (1) of the agreement which provides that ' the Agency will schedule employeesno more than one (1) unpaid furlough day in any month...' is expanded to mean that upon an employee's prior request and/or mutual agreement, the Agency can approve scheduling an employee more than one (1) unpaid furlough day per month.

2. Section C (1) (i) (2) of the agreement which provides that the Agency will give employees at least thirty (30) calendar days advance notice before an unpaid furlough day is scheduled is expanded to mean that upon an employee's prior request and/or mutual agreement, the Agency can approve scheduling an unpaid furlough day with less than thirty (30) days notice.

3. The Agency shall implement the attached New Hire/Separating Employee chart to determine newly hired and separating employee unpaid furlough obligation.

4. This agreement shall not establish a precedent in either party having the duty to bargain any other changes to the State of Oregon/AFSCME Security Unit Agreement.

5. Employees may at their option request in advance and be approved to substitute an unpaid furlough day for a paid sick leave day. However, such requests will not be granted once the employee enters Leave Without Pay status during the leave period or following the employee's return to work.

6. This agreement becomes effective on the date of the last signature and ends June 30, 2011 unless the parties agree to continue its provisions.

FOR THE EMPLOYER:

DATE:

[Signature]
6.29.10

FOR THE UNION:

DATE:

[Signature]
6-29-2010

**State of Oregon/AFSCME Security Agreement
Unpaid Furlough Obligation for New Hires/Separating Employees**

Year	Quarter	NEW HIRE Obligation <i>(with Agency Closures)</i>		SEPARATING EMPLOYEE Obligation ¹ <i>(with Agency Closures)</i>	
		Hire Date	New Hire Obligation	Separation Date	Separating Employee Obligation
2010	3	7/1 to 9/30	4	7/1 to 9/30	1
	4	10/1-12/31	3	10/1-12/31	2
2011	1	1/1-3/31	2	1/1-3/31	3
	2	4/1-6/30	1	4/1-6/30	4

NOTES:

¹ Employees who retire or otherwise separate from the State prior to the end of the biennium are required to schedule and take the number of mandatory unpaid time off days identified for their separation date prior to separating. The mandatory unpaid time off days must be scheduled quarterly, unless an alternate plan is agreed upon between the employee and supervisor, to