

LETTER OF AGREEMENT

This Letter of Agreement (LOA) is entered into between the State of Oregon, acting through its Department of Administrative Services (DAS or Employer) on behalf of the Oregon Department of Forestry (ODF or Agency) and the Association of Engineering Employees of Oregon (AEE or Union).

REASONS FOR AGREEMENT

The 2015 Fire Season caused an extraordinary number of firefighting support hours to be worked by ODF employees. In addition, employees not engaged in firefighting support assignments absorbed additional responsibilities to keep the firefighting support activities functioning productively. Accordingly, at the discretion of the Agency Director, the Agency wishes to acknowledge the extraordinary efforts of affected staff.

TERMS OF AGREEMENT

The Parties agree to the following:

1. This LOA is applicable to all permanent and limited duration employees, both full time and part time who were assigned firefighting support duties during the 2015 fire season. This LOA is also applicable to seasonal employees who work past the fire season and are hired into a subsequent back-to-back season or seasons. All permanent and back-to-back seasonal employees must have been hired on or before June 1, 2015 and be continuously employed through implementation of this agreement. The term *continuously employed* shall include those seasonal employees who have no greater than a 17 day break between seasons and who are therefore eligible to carry forward up to 40 hours of vacation leave. This LOA is not applicable to temporary and administratively determined (AD) employees.
2. Eligible full time employees shall be awarded 8 hours of Discretionary Leave. Eligible Part-Time employees shall be awarded Discretionary Leave, pro-rated based on the Full-Time Equivalent Percent attributed to the employee as of November 1, 2015.
3. This Agreement shall not establish a precedent or a duty to bargain any other leave or benefits for bargaining unit employees in the Agency or expand application of the Discretionary Leave benefit to other bargaining unit employees in other agencies.
4. This discretionary leave must be used by April 30, 2016. Any discretionary leave balance remaining after April 30, 2016 will be lost.
5. This leave is not transferrable and cannot be cashed out.
6. This leave shall not be counted as time worked for the purpose of overtime.
7. Disputes regarding this LOA may be grieved but may not be appealed beyond DAS.
8. This LOA sunsets on April 30, 2016.

For the State of Oregon

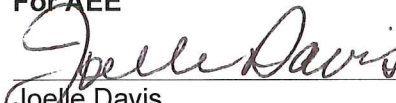


Nettie Pye
DAS, State Labor Relations Manager

10/29/15

Date:

For AEE



Joelle Davis
AEE Executive Director

10/28/2015

Date: