

**LETTER OF AGREEMENT**  
**ARTICLE 4—TERMS OF AGREEMENT**  
**ARTICLE 40—VACATION LEAVE**

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This Letter of Agreement is entered into between the Department of Administrative Services, Labor Relations Unit (Employer) and the Association of Engineering Employees of Oregon (AEE or Union).

The purpose of this Agreement is to modify Article 40, Vacation Leave. Article 40 shall now read as follows:

**ARTICLE 40 - VACATION LEAVE**

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Section 1. After having served in the State service for six (6) ~~full-calendar~~ months, full time employees shall be credited with six (6) days of vacation leave and thereafter vacation leave shall be accumulated as follows:

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| After six (6) months through fifth (5 <sup>th</sup> ) year                          | Twelve (12) work days for each twelve (12) <del>full-calendar</del> months of service (eight (8) hours per month).           |
| After fifth (5 <sup>th</sup> ) year through tenth (10 <sup>th</sup> ) year          | Fifteen (15) work days for each twelve (12) <del>full-calendar</del> months of service (ten (10) hours per month).           |
| After tenth (10 <sup>th</sup> ) year through fifteenth (15 <sup>th</sup> ) year     | Eighteen (18) work days for each twelve (12) <del>full-calendar</del> months of service (twelve (12) hours per month).       |
| After fifteenth (15 <sup>th</sup> ) year through twentieth (20 <sup>th</sup> ) year | Twenty-one (21) work days for each twelve (12) <del>full-calendar</del> months of service (fourteen (14) hours per month).   |
| After twentieth (20 <sup>th</sup> ) year  | Twenty-four (24) work days for each twelve (12) <del>full-calendar</del> months of service (sixteen (16) hours per month).   |
| After twenty-fifth (25 <sup>th</sup> ) year   | Twenty-seven (27) work days for each twelve (12) <del>full-calendar</del> months of service (eighteen (18) hours per month). |

Employees with twenty-five (25) years or more of State service will start to accrue the higher accrual rate effective 9/1/07.

Additionally, twenty-four (24) hours of vacation leave shall be accrued, twelve (12) hours on February 1 and twelve (12) on July 1 by each regular status, full-time employee who has successfully completed trial service following initial appointment to State service.

Section 2. Compensation for use of accrued vacation shall be at the employee's prevailing straight time rate of pay.

Section 3. In the event of termination, any accrued vacation credits will be paid in cash to the employee.

Section 4. In the event of an employee's death, all monies due the employee for accrued vacation credits and/or salary shall be paid as provided by law.

Section 5. An employee who has lost work because of job-related illness or injury will not suffer a reduction in vacation credits. Vacation credits will continue to be earned while an employee is using earned sick leave.

Section 6. Service with a jury will be considered time worked, based upon time actually spent at Court plus adequate travel time to and from the Courthouse and employee's assigned work station.

Section 7. The accumulation of vacation hours shall not be in excess of two hundred fifty (250) hours on May 1 of each year.

Section 8. Time spent by an employee in actual State service or on Peace Corps, military, education or job incurred disability leave without pay shall be considered as time in the State service in determining length of service for computation of vacation credits.

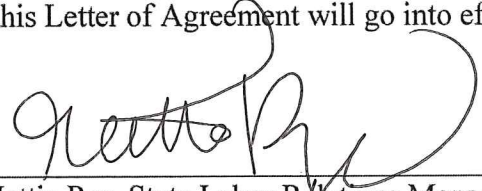
Section 9. Employees who have been separated from the State service and return to a permanent position within two (2) years shall be given credit toward additional vacation credits for service prior to their separations. All time in the exempt or unclassified service, including periods with academic rank, shall be counted as long as there is not a break in service of more than two (2) years.

Section 10. Employees who work a partial month of at least thirty-two (32) hours will accrue vacation leave on a pro rata basis. Actual time worked and all leave with pay shall be included in determining the pro rata accrual of vacation credits each month.

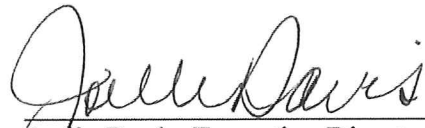
Section 11. Vacation Scheduling. Subject to the operating requirements of the Agency, employees shall have their choice of vacation time if requested three (3) full calendar months in advance. If two (2) or more employees request the same period of time and the matter cannot be resolved by agreement of the parties concerned, the employee having the greatest length of service with the Agency shall be granted the time.

- (A) All requests for vacation shall be reviewed and approved or rescheduled by the Immediate Supervisor within seven (7) calendar days of receiving request.
- (B) Employees shall be allowed to use at least one (1) full week of vacation each year during the calendar season of their choice. The Agency shall grant requests for more than one (1) week when the work load of the unit will permit.
- (C) Employees who have scheduled vacations and made nonrecoverable deposits on reservations shall not have such vacation canceled.
- (D) Employees shall request in writing the use of vacation so the two hundred fifty (250) hours of accumulated vacation are not exceeded on May 1 of each year. If an employee fails to request vacation and their vacation accumulation exceeds two hundred fifty (250) hours on May 1<sup>st</sup>, the amount above two hundred fifty (250) hours shall be forfeited. If the Agency cancels a scheduled vacation or denies a requested vacation and such cancellation or denial results in the Agency's inability to schedule the use of the excess vacation by May 1, the employee shall receive cash payment for the amount of vacation credit lost.
- (E) Vacation changes for different time periods are permissible and will be approved if conflict does not exist and work load permits.
- (F) Subject to the operating requirements of the Agency, unscheduled vacations of three (3) days or less will be granted.

This Letter of Agreement will go into effect upon the date of final signature below.

  
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Nettie Pye, State Labor Relations Manager  
DAS CHRO, Labor Relations Unit

12/19/17  
\_\_\_\_\_  
Date

  
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Joelle Davis, Executive Director  
Association of Engineering Employees of Oregon

12-19-2017  
\_\_\_\_\_  
Date

