



COLLECTIVE BARGAINING AGREEMENT

between

DAS

THE DEPARTMENT OF
ADMINISTRATIVE SERVICES

on behalf of the

OREGON DEPARTMENT OF JUSTICE

and

AFSCME

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

2021

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2023

OAJA

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ARTICLE 1 - PARTIES TO THE AGREEMENT

This Agreement is made and entered into by and between the American Federation of 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

Section 1.

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).

Section 2.

The Employer agrees to recognize the Union as the exclusive bargaining agent for Honors Attorneys in the Department. Honors Attorneys are 'at will' limited duration appointments not covered by Discipline/Discharge (39), Letter of Agreement (Discipline/Discharge) and Reduction in Workforce (43) for the duration of the Honors Attorney's limited duration appointment. Otherwise, Honors Attorneys will be covered by the terms of the agreement.

REV: 2015,2019

ARTICLE 3 - TERM OF AGREEMENT

Section 1.

Unless otherwise noted in a specific article in the Agreement, this Agreement becomes effective on the date of ratification at the local table and expires June 30, 2023. The Union shall send a letter informing the Department of Administrative Services Labor Relations and the affected Agency of the specific ratification date of the tentative agreement. If the Union does not send the letter identifying the date of the ratification vote, the Employer will use the effective date of the agreement as being the first of the month following the date of signature.

Section 2.

Either party may open negotiations for a successor agreement by giving written notice to the other party between the dates of December 1, 2022 and December 31, 2022. Negotiations for a successor agreement will start between February 15, 2023 and March 15, 2023.

REV: 2015, 2017,2019, 2021

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, County and 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 Assistant and Senior Assistant 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 they are 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.

REV:2019

ARTICLE 11 - ASSOCIATION MEMBERSHIP AND DUES

Section 1.

The Employer agrees to deduct the monthly fees from the pay of those employees the Union has certified in writing to the Employer as having authorized in writing such deductions be made from their paychecks. This deduction shall begin on the first (1st) payroll period following the Union’s written notice to the Employer that such authorization start and shall continue from month to month until notified by the Union, pursuant to the membership card.

Section 2.

The Union agrees that it will indemnify, defend and save the Employer and Department/Agency harmless from all suits, actions, proceedings and claims against the Employer and the Department/Agency or person(s) acting on their behalf of the Employer and

the Department/Agency whether the damage, compensation, reinstatement, or combination thereof arising out of the Department/Agency implementation of this Article. This provision does not limit, waive, or in any way impact the State's liability to AFSCME if the State fails to withhold and remit lawful dues to AFSCME as obligated under the Agreement.

REV: 2019

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.

The Chief Human Resources Office human resource information system is the system of record for all employee records and official employee Personnel File electronic and paper documents for which there are appropriate document categories in the system.

The department, or agency under agreement to provide human resource services, stores paper documents of the official employee Personnel File and paper documents that are not yet able to be kept in the human resource information system. The department, or agency under agreement to provide human resource services, also stores paper documents of the official employee Personnel File that predate January 1, 2019.

Section 2.

An employee may, upon request, inspect and obtain a copy of digital or paper documents of their official employee Personnel File, paper documents that are not yet able to be kept in the human resource information system and paper documents of the official employee Personnel File that predate January 1, 2019. No grievance shall be kept in the Personnel Files after the grievance has been resolved except the resolution.

Section 3.

No information reflecting critically upon an employee shall be placed in the employee's Personnel File that does not bear the signature of the employee. The employee shall be required to sign such material to be placed in the employee's Personnel File provided the following disclaimer is attached:

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

If an employee is not available within a reasonable period of time to sign the material 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 that a copy of the document was mailed to the employee at the employee's address of record. A copy will also be mailed to the Union.

Section 4.

If the employee believes that any of the above material is incorrect or a misrepresentation of facts, the employee shall be entitled to prepare in writing an explanation or opinion regarding the prepared material. This shall be attached to the disputed material included as part of the personnel record until the material is removed.

Section 5.

An employee may include in the Personnel File copies of any relevant material the employee wishes, such as letters of favorable comment, licenses, certificates, college course credits or any other material which reflects credibly on the employee. The employee's supervisor/manager will ensure the documents are submitted into the employee's official Personnel File in the human resource information system.

Section 6.

At the employee's request, record of disciplinary actions shall be removed two (2) years after the effective date of the action provided no incident of a similar nature has been documented in the intervening time. The employee will be sent the requested document within five (5) work days from the receipt of request. Any period of leave of absence without pay that is more than fifteen (15) days shall extend the retention period for that duration of leave.

Section 7. Supervisory/Managerial Working Files.

- A) An employee's supervisor/manager may maintain a Working (non human resource information system) File kept in accordance with Agency practice.
- B) Within five (5) business days from the date of an employee request, an employee will be able to inspect their supervisor's Working Files in the presence of their supervisor. Employees will not remove any material from the File. If the File cannot be made available because of the supervisor's absence, extensions of up to ten (10) business days will be granted.
- C) Upon request, the employee shall be given a copy of documents in the Working File.
- D) An employee may submit a written statement to be attached to any document in the File and such statement will remain attached as part of the Working File so long as the document remains in the File.
- E) Documents of an adverse nature will be removed from the File no later than eighteen (18) months from the date of the document so long as no reoccurrence of a similar nature has taken place in the intervening period. An employee may request early

removal of any adverse document in the File. Such document(s) shall be removed upon mutual agreement between the supervisor and employee.

- F) Any information in a Working File that is past the retention schedule shall not be used in a disciplinary action so long as no reoccurrence of a similar nature has taken place in the intervening period.

Section 8.

Personnel Files and Working Files shall not be accessible by state employees beyond the immediate supervisor, the Agency Human Resource Director, human resource staff, the subject employee, employees with a work related business need as authorized by the Agency Human Resource Director, and anyone specifically authorized in writing by the subject employee.

REV: 2019, 2021

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. Cost of Living Adjustment.

- (a) Effective December 1, 2021 or on the first of the month following receipt of an interest arbitration award whichever is later, all pay rates will be increased by two and five tenths percent (2.5%) but not less than eighty-five dollars (\$85.00) per month (prorated for part time employees).
- (b) Effective December 1, 2022 or first of the month following receipt of an interest arbitration award, whichever is later, all pay rates will be increased by three and one tenth percent (3.1%) but not less than one hundred dollars (\$100.00) per month (prorated for part time employees).

Section 2. PERS Pickup.

Effective February 1, 2019 compensation plan salary rates for PERS participating members shall be increased by six and ninety five one hundredths percent (6.95%). At that time bargaining unit employees will begin to make their own six percent (6%) contributions to their PERS account or the Individual Account Program as applicable. Employees' contributions shall be treated as 'pretax' contributions pursuant to Internal Revenue Service Section

Section 3. Pay Scale Smoothing.

Effective September 1, 2021, the salary scales for AAGs and Senior AAGs (29 and 36S) shall have the pay scale adjusted as follows:

CLASSIFICATION TITLE	SALARY RANGE
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Assistant Attorney General	36S
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REV: 2015, 2017, 2019, 2021

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. Plan Years 2021 through 2023.

For Plan Years 2021, 2022 and 2023 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.

If the Collective Bargaining Agreement provides for a COLA with an effective date of the second (2nd) year of a biennium and the difference in the projected increase in the PEBB composite rate for the following calendar year falls below three point four percent (3.4%), then the COLA will be moved up by one (1) full month for each month it is sufficiently funded by the savings.

See LOA: [Part-Time Medical Insurance Computation and Subsidy](#)

REV: 2015, 2017, 2019, 2021

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 the Deputy determines necessary, based on the Department's financial condition.
- (b) Administrators will review and approve CLE requests for attorneys within their 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. Beginning May 1, 2022, the Department will provide at least twenty (20) hours of approved CLE credit between May 1 and April 30 of the following 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.
- (c) Without prior management approval, attorneys may check out from the DOJ CLE library CLE materials for use offsite. Use of those materials shall not affect any leave status.

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.

REV: 2015, 2019, 2021

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 employees choose to join the local bar association of their primary office location, the Department will pay the full cost. If employees choose to join a bar association other than their

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 exercising 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 the 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 employees for any purpose they desire 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.

REV: 2015

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.

An employee who has served with the State of Oregon or its counties, municipalities or other political subdivisions for six (6) months or more immediately preceding a request for paid military training leave, and who is a member of the National Guard or any reserve components of the armed forces of the United States, is entitled to fifteen (15) days or one hundred and twenty (120) hours of paid military leave per federal fiscal year, unless a greater number of days is provided by law. In no event may an employee receive more than the number of days provided by law.

Military leave shall be granted in accordance with applicable law and state policy. In addition, employees shall be allowed to utilize paid military leave for travel to and from their place of duty and for the time spent on militarily obligated status or military duty regardless of the length of their military status or duty.

Subject to supervisory approval, employees may be allowed to voluntarily adjust their shifts to accommodate military duty.

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. Pre-retirement Counseling Leave.

Employees shall be granted up to twenty-eight (28) hours leave with pay to pursue bona fide pre-retirement counseling programs. Employees shall request the use of leave provided in this Section at least five (5) days prior to the intended date of use. Authorization for use of pre-retirement leave shall not be withheld unless the Agency determines that the use of such leave shall hinder the efficiency of the employee's work unit. When the date requested for pre-retirement leave cannot be granted for the above reason, the Agency will work with the employee to find an alternate date. The leave discussed under this Section may be used to investigate and assemble the employee's retirement program, including PERS, Social Security, Insurance, and other retirement income.

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.

- (a) Notwithstanding the hardship or sick leave eligibility criteria in the agreement, employees shall be eligible for a maximum of twenty four (24) hours of paid bereavement leave per event of an immediate family member, which shall be prorated for part time employees. The Agency may request documentation.
- (b) For employees who qualify for OFLA bereavement leave, paid bereavement leave under this agreement shall run concurrently with bereavement leave.
- (c) After OFLA eligible leave for bereavement leave is exhausted, if additional leave is needed, an employee may, with prior authorization, use any accrued leave or leave without pay at the option of the employee for a period of absence from employment to discharge the customary obligations arising from a death in the immediate family or employee's spouse.
- (d) Regular and trial service 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 hardship leave.
- (e) For purposes of this article, 'immediate family' shall include:

- * the employee's or the employee's spouse's parent (includes one who stood in loco parentis (in place of a parent) when the employee was a child);
- * spouse;
- * child (and child's spouse) (includes a child for whom the employee stood in loco parentis and includes step child from a previous marriage);
- * siblings;
- * grandparents;
- * grandchild;
- * aunt or uncle;
- * niece or nephew;
- * or the equivalent of each of the above for domestic partners, or another member of the immediate household.

Note: Immediate family shall include the current in-laws and step family members who qualify per the above list.

REV: 2019

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) The attorney is on an approved sabbatical leave without pay,
- (b) Prohibited by federal or State law; or
- (c) 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.

See LOA: [Leave without Pay for Parental Leave](#)

REV: 2017

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. Employees shall be able to request forecasted accrued vacation leave. Such leave may only be taken if the accrued vacation leave is actually accrued by the date the leave is to be used.

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 three hundred (300) 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 three hundred (300) unused vacation leave hours. Any hours beyond the three hundred (300)-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 three hundred (300) 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 three hundred (300) 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.

Section 11.

An attorney may, upon request, cash out accrued vacation hours using the following matrix:

- | Years in Service | Hours Cash Out |
|-------------------------|-----------------------|
| 20 or more | 60 |
| 15 – 19 | 45* |
| 0 – 14 | 40 |
- (a) Effective January 1, 2022, hours available for cash out for attorneys in the 15-19 years in service range will change to fifty (50) hours.
 - (b) In order to qualify, attorneys with 0-4 years of services must have sixty (60) hours remaining after the sell back. Vacation that has been pre-approved will be considered when the request is made in order to determine if they will maintain the minimum vacation balance requirement.
 - (c) Requests to cash out accrued vacation hours must be submitted to the Division Administrator for review and approval.
 - (d) Requests must be submitted in writing and can be requested once at any time during the calendar year.
 - (e) Any approved payment shall automatically reduce the attorney's accrued vacation leave balance by the amount of hours cashed out.
 - (f) Payment shall be at the attorney's straight time rate of pay.
 - (g) If the attorney's request is received before the fifteenth (15th) of the month, payment shall be in the attorney's next monthly paycheck. If request is received after the fifteenth (15th) of the month, payment shall be made in the attorney's paycheck one (1) full month after receipt of the request.
 - (h) Attorneys on unprotected leave without pay at the time the payment is requested are not eligible to cash out accrued vacation hours.

REV: 2017, 2019, 2021

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. Juneteenth on June 19;
6. Independence Day on July 4;
7. Labor Day on the first Monday in September;
8. Veterans Day on November 11;
9. Thanksgiving Day on the fourth Thursday in November;
10. The Friday after Thanksgiving;
11. Christmas Day on December 25;
12. Every day appointed by the Governor as a holiday;
13. 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. Employees may request the option of using this paid leave on any workday during the calendar year. Approved usage of this leave shall be taken in a single block of time and granted on a basis which shall preclude the closure of state facilities.

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.

REV: 2015, 2021

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 that employee's 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.

Section 5. Respectful Workplace

- (a) The Employer is committed to taking appropriate measures to create and maintain a workplace that is respectful and free from inappropriate workplace behavior for all Agency employees pursuant to the statewide policy titled 'Maintaining a Professional Workplace Policy' (50.010.03).
- (b) If an Agency employee believes an Agency employee, supervisor or manager has violated the statewide policy titled 'Maintaining a Professional Workplace' (50.010.03), the employee shall submit a complaint pursuant to the process outlined in the policy. The Agency complaint form will be accessible to all employees both online and through the Agency's Human Resources Office.
- (c) The employee may have a Union representative present during regular work hours when reporting inappropriate workplace behavior and through the process outlined in this section.
- (d) The Agency shall investigate the complaint and shall provide a written response to the employee filing the complaint within thirty (30) calendar days of the complaint being filed. When circumstances warrant it, the Agency may take additional time to complete the investigation in blocks of additional thirty (30) calendar days with notice to the Union. The response will include whether the complaint was substantiated and any relevant non confidential information pertaining to the remedial steps taken, if any. Repeated behavior or conduct shall be reported to the Agency Human Resource Office.
- (e) For purposes of this section, the grievance procedure in subsection 6 replaces the grievance procedure outlined in the local agreement.
- (f)
 - (1) If the employee who filed the complaint believes that the Agency did not respond to the complaint or the complaint process was not followed, the Union, on behalf of the employee, may file a grievance directly with the Agency Head. The Agency Head or designee shall respond to the grievance within thirty (30) calendar days from the date of receipt of the grievance.
 - (2) If the employee continues to believe the Agency did not respond to the complaint or did not follow the complaint process, the Union, on behalf of the employee may, within fifteen (15) calendar days of the Agency Head or designee's response, file the grievance with the Department of Administrative Services Labor Relations Unit. The grievance will be investigated and a response provided within thirty (30) calendar days from the date the grievance was appealed to the Department of Administrative Services.

- (3) If the Department of Administrative Services Labor Relations Unit's response did not respond to the complaint or did not address whether the complaint process was followed, the Union may, within fifteen (15) calendar days, file an arbitration request with the Department of Administrative Services and send a copy to the Employment Relations Board asking for a list of seven (7) qualified arbitrators.
- (4) The arbitrator shall not have authority to impose any employment actions, including but not limited to discipline on any employee, supervisor or manager, transfer of any employee, supervisor or manager, reassign an employee, supervisor or manager to another work location or duties or otherwise affect staffing. In addition, the arbitrator shall not have authority to impose or establish any monetary penalties or costs, award front or back pay, issue any monetary damages for pain and suffering or stress related claims.
- (g) No employee shall be subject to retaliation for reporting or filing a complaint, providing a statement or otherwise participating in the administration of the statewide policy or grievance process outlined in this section. Reports of retaliation shall be reported to the Agency Human Resources Office.

REV: 2017

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 WEATHER/HAZARDOUS CONDITIONS LEAVE

Section 1.

- A. The Employer/Agency designated official(s) may close or curtail offices, facilities, or operations because of inclement/environmental, weather, weather-related or hazardous conditions, including active shooter or threat of violence. The Employer/Agency will announce such closure or curtailment to employees. The Employer/Agency will strive to make its decision to close and/or postpone day shift no later than 5 a.m.; however, the Parties recognize that changing conditions may require further adjustment. The Employer/Agency may provide this information through methods such as mass

notification systems, pre-designated internet web site, phone trees, radio stations and/or television media. The Agency shall notify employees of these designations and post the notices on Agency bulletin boards by November 1st of each year. Notifications do not apply to employees who are required to report to work. For purposes of this Article essential staff are those staff who cannot perform their core job duties or essential Agency functions from a remote work location. Essential staff/positions shall be designated by the Agency by November 1 of each year. Such designations may be modified with two (2) weeks advance notice to the affected employee(s).

Essential staff who are required to report to work by the Employer/Agency shall be on approved leave without pay status if absent, unless the employee elects to use accrued leave. If an employee shows up within two (2) hours of their scheduled shift, subject to operating requirements and supervisory approval, they may make up the work time missed during the same workweek, provided work is available.

- B. Where the Employer/Agency has announced a delayed opening pursuant to Section 1(A), employees are responsible for continuing to monitor the reporting sites for updated information related to the delay or potential closure. Employees may be allowed up to two (2) hours commuting time as reasonably needed to report for work after a delayed opening has been announced. Where an employee arrives late due to this extended commute, they may flex their time with manager's approval, or cover the time with accrued sick leave, vacation, compensatory time off, personal leave or approved leave without pay.
- C. When the Department of Administrative Services/Agency chooses to close an office or facility before the start of an employee's work day the employee may, with their manager's approval:
 - 1. Work from home, or
 - 2. Work from an alternate work location that is no more than fifty (50) miles from their regular work location which has been identified by mutual agreement between the employee and the supervisor.

Section 2. FLSA Non Exempt Employees Only.

If no work is available or the employee is unable to work from home or alternate work location, the employee will:

- (a) Use accrued vacation hours, compensatory time off, personal leave time, leave without pay; or,
- (b) Use inclement weather/hazardous conditions leave (not to exceed forty (40) hours a biennium); or,
- (c) The employee may, with Agency prior approval, temporarily adjust their work hours during the same workweek to make up for hours not worked. The Agency shall not suffer any overtime or penalty payments as a result of this schedule change. The employee may be approved to flex their time to engage in training through the electronic employee training platform or other Agency approved resources remotely. Such approval will not be unreasonably denied. Employees engaging in these option will waive their shift differential for such time; or,
- (d) Complete supervisory approved remote training course.

Once the forty (40) hours of inclement weather/hazardous conditions leave is used, and there are more Agency closures during the biennium, if unable to work remotely, the employee will use accrued vacation hours, personal leave or compensatory time off, leave without pay or, with prior Agency approval, temporarily adjust their work hours during the same workweek.

The Agency shall not suffer any overtime or other penalty payments as a result of the change in schedule.

Section 3. FLSA Exempt Employees.

When the Employer/Agency notifies employees not to report to work pursuant to Section 1, prior to the beginning of the work shift, FLSA exempt employees shall be paid for the work shift.

An FLSA-exempt employee may be required to use paid leave or leave without pay where the closure applies to that employee for one (1) or more full workweek(s)

Section 4.

Employees will not be eligible for inclement/hazardous conditions leave when their regular days off occur on a day the Agency closes an office or facility, or when the employee is on prescheduled leave.

Inclement weather/hazardous conditions leave shall not count as hours worked for the purpose of overtime calculations

Inclement weather/hazardous conditions leave not used during the biennium will be lost and will not be rolled over into the next biennium. Inclement weather/hazardous conditions leave is not compensable if the employee separates from state service.

Part time employees will receive a prorated amount of inclement weather leave when applicable.

Section 5.

When in the judgement of the Employer/Agency, inclement/environmental, weather or weather-related or hazardous conditions, including active shooter or threat of violence require the closing of the work place following the beginning of an employee's work shift, the employee shall be paid for the remainder of their work shift.

Section 6. Alternate Work Sites.

Employees may be assigned or authorized to report to work at an alternative work site(s) and be paid for the time worked.

Employees who have been pre-approved to work remotely and unable to complete their assigned duties due to a loss of electricity or loss of the internet providers service due to inclement conditions will pursue alternative methods for completing their assigned duties. However, employees unable to work through an alternative method will be eligible for inclement conditions leave not to exceed the forty (40) hours a biennium.

Section 7. Late or Unable to Report.

Where the Agency remains open and an employee notifies their supervisors that they are unable to report to work, or will be late, due to inclement weather, weather-related, or hazardous conditions including active shooter or threat of violence, the employee shall be allowed to use accrued vacation leave, compensatory time off, personal leave or approved leave without pay. Where the Employer and the employee mutually agree, the employee may be permitted to flex their time.

Section 8. Employees on Pre-Scheduled Leave.

If an employee is on pre-scheduled leave the day of the closure, the employee will be compensated according to the approved leave.

Section 9. Make-Up Time Provisions.

Subject to Agency operating requirements and supervisory approval, employees who do not work pursuant to Section 2 and 5 of this Article may make-up part or all of their work time missed during the same workweek. In no instance will time worked during the make-up period result in overtime being charged to the Agency. The Employer/Agency shall not be liable for any penalty or overtime payments when employees are authorized to make up work.

Section 10.

Employees who are unable to report to work due to inclement weather and/or weather-related, or hazardous conditions including active shooter or threat of violence may be allowed to work from home with prior approval of their supervisor.

Section 11.

If the Employer/Agency anticipates the inclement condition will last longer than fourteen (14) calendar days, the Parties will meet and discuss impacts of the inclement weather and/or hazardous conditions.

REV: 2015, 2021

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 be given forty-eight (48) hours advance notice to consult with a local association or an AFSCME Council Representative before the interview, but such consultation shall not cause an undue delay. The employee shall be notified of the nature of the investigation known at the time before the employee is required to respond to questions which may result in disciplinary action of the employee.

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 LOA: [Discipline and Discharge](#)

REV: 2017, 2021

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, they may avail themselves 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@das.oregon.gov.

Section 3.

If the grievance is not resolved by the Labor Relations Unit, the Association may appeal the grievance to arbitration. To be valid, an arbitration request must be made within thirty (30) days of the Labor Relations Unit response was received or due, whichever occurs first.

Section 4.

The Association request for arbitration will be made through the process established by the Employment Relations Board, or successor Agency. The Union will provide State-Arb-Notice@Oregon.gov as the Employer contact email, and will request from the Employment Relations Board the names of five (5) Oregon or Washington arbitrators. 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.

Section 8. Expedited Grievance Arbitration.

(a) Upon mutual agreement, the Employer and Union may agree to use the expedited arbitration process contained in this subsection for grievances that are timely and properly filed and subject to arbitration as provided for in this agreement. The parties will use language from this section of the article in the selection of the arbitrator, payment and all other conditions that apply to the hiring of an arbitrator as stated below.

- (b) The parties shall select an arbitrator by requesting the Employment Relations Board for a list of seven (7) qualified arbitrators who have offices in Oregon and Washington and agree to work under the rules set forth in this subsection. The order of striking shall be determined by a coin flip. Each party shall have the right to alternately strike a total of three (3) names from the list with the remaining name on the list being the selected arbitrator.
- (c) The cost of the arbitration shall be borne by the losing party as stipulated by the arbitrator.
- (d) The use of the expedited arbitration process shall be determined at the time the parties schedule dates with the arbitrator.
- (e) The parties shall develop a stipulation of facts and affidavits and other time saving methods whenever possible and when mutually agreed upon.
- (f) Case presentation will be limited to opening statements, brief recitation of facts, witness presentation and closing oral arguments. No post hearing briefs shall be filed and no court reporter transcripts shall be made. However, nothing prevents either party from keeping their own notes. The hearing will be completed within one (1) business day unless otherwise agreed upon by the parties.
- (g) The hearing shall be conducted by the arbitrator in whatever manner will most expeditiously permit full presentation of the evidence and arguments of the parties.
- (h) At their discretion, the arbitrator may issue a bench decision at the conclusion of the hearing or may issue a written award no later than seven (7) calendar days from the close of hearing excluding weekends and holidays. The arbitrator's award shall be based on the record and shall include a brief explanation of the basis for the award.
- (i) The award shall be in writing and signed by the arbitrator. If the arbitrator determines a formal opinion is necessary, the award will be in summary fashion.
- (j) The arbitration award shall not establish a precedent for any current or future cases on the same or related subject unless the parties agree otherwise prior to the hearing.

REV: 2015,2019

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 seven point two (7.2) 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 two hundred fifty (250) 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).
- Time spent reviewing disputed billings not to exceed to five (5) hours per Department of Justice year (August through July).
- With prior management approval and when written notice is given that an attorney is separating from the Department's service or transferring to another attorney position in another division inside of the Department, an attorney assigned to acquire special knowledge from the separating attorney shall receive up to twenty (20) hours a month of billable hours not to exceed three (3) months.
- With prior management approval, time spent on law clerk recruitment and involvement in the selection process not to exceed twenty-five (25) hours per designated person per billing year.
- With prior management approval, time spent in the oversight of law clerks not to exceed one (1) hour per law clerk per billing year.
- With prior Deputy Attorney General approval, time spent by the designated DOJ Honors Attorney coordinator in the coordination of the Honors Attorney program not to exceed twenty-five (25) hours per billing year.
- With prior management approval, attendance at CLE Committee meetings, not to exceed twelve (12) hours per year.

Attorneys on approved FMLA/OFLA, military leave or approved bereavement leave will receive seven point two (7.2) hours of billed time credit for each eight (8) hours of 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.

See LOA: [Billable Hours](#)

REV: 2017, 2019, 2021

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 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.

Employees assigned to the role of Assistant Attorney-in-Charge shall have a billable hours standard equal to seventy-five percent (75%) of that of Assistant Attorneys General.

REV: 2015, 2021

ARTICLE 47 – INTEREST ARBITRATION

Section 1.

Unless otherwise noted, this Article replaces the provisions of ORS 243.746(1-3) when the Parties have an unresolved dispute regarding mandatory subjects of bargaining concerning the terms of this Agreement or in interim bargaining that takes place pursuant to ORS 243.698 et.seq. on mandatory subjects of bargaining.

Section 2.

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:

- (a) 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.
- (b) 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. Each Party shall send the other Party its Final Offer Package.
- (c) Within thirty (30) calendar days after the State Conciliator 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.
- (d) 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 first strike a name then the other Party shall strike a name continuing until the one (1) remaining name will be the Arbitrator. The Parties shall notify the Board of the selected Arbitrator. Arbitration shall be scheduled by mutual agreement not earlier than thirty (30) calendar days following submission of the Final Offer Packages to the State Conciliator.
- (e) Fourteen (14) calendar days before the arbitration hearing, the Parties will submit to each other their Last Best Offer Package 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 Offer Package shall not contain more than five (5) unresolved mandatory subjects of bargaining.
- (f) 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 on a specific item in the Last Best Offer package 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 Last Best Offer Package.
- (g) 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. Upon request of either Party or the arbitrator, the Board shall issue subpoenas.
- (h) 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 of the Parties or upon direction of the Arbitrator, the Parties shall prepare a written post hearing brief limited to rebuttal of the other Party's position at hearing.

- (i) 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 Offer Package submitted by the Parties and shall prepare an opinion and order supporting the award basing the award and findings using the criteria outlined in ORS 243.746(4)(a-h). Service shall be certified or registered mail. The Parties shall split the cost of the Arbitrator.
- (j) The Award shall be served on the Parties and the Board.
- (k) The Parties may amend this Article upon Mutual Agreement.

NEW: 2019

ARTICLE 48 - VOLUNTARY MEDICAL SEPARATION

Section 1.

Regular status employees with serious health conditions who have exhausted all of their 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.

Attorneys who receive a voluntary medical separation will be notified that they 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 once on the Agency Layoff List, attorneys must submit a doctor's certification that they are 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.

NEW: 2019

ARTICLE 49 – EXIT INTERVIEWS

- A. If regular status employees provide timely notice that they are voluntarily separating from Agency service, the Agency will offer:
 - 1. exit interviews that focus on the reason(s) for the employees leaving Agency service and what changes they recommend to the Agency to improve Agency operations, or,

2. A Department of Administrative Services written instrument.
- B. Upon request, but no more than two (2) times a year, the Union can receive a report of the Department of Administrative Services written instrument results from employee feedback on their Agency experience.

NEW: 2019

ARTICLE 50 – AIR QUALITY

Section 1.

The Air Quality Index (AQI) was developed by the US Environmental Protection Agency as an indicator of overall air quality and is based on the five (5) criteria pollutants regulated under the Clean Air Act: ground-level ozone, particulate matter, carbon monoxide, sulfur dioxide, and nitrogen dioxide. Employee exposure levels to wildfire smoke is determined by the current workplace ambient air concentration for particulate matter 2.5 (PM2.5), regardless of the concentrations for other pollutants.

Section 2. Outdoor Work and Air Quality.

Employees who are required to work outside when outdoor air concentration for PM2.5 reach at or above 55.5 ug/m³ (equivalent to an AQI at or above 151) will be provided with the appropriate OSHA recommended safety equipment.

Section 3.

When elevated AQI levels require a building closure or delayed opening, the Inclement Conditions/Hazardous Condition Leave will apply. All other provision of [Article 38—Inclement Weather/Hazardous Conditions](#) apply for elevated AQI which falls under a Hazardous Condition.

NEW: 2021

ARTICLE 51 – QUARTERLY CHECK-INS

Supervisory managers shall conduct check-ins with their employees on a quarterly basis. If a quarterly check-in does not occur, the employee may request a check-in for the missed time period. Supervisory managers shall conduct the requested check-in within thirty (30) calendar days. The employee shall have the opportunity to provide their input during the quarterly check-in. Quarterly check-ins are not grievable nor arbitrable under this Agreement and cannot be used for discipline.

NEW: 2021

LETTER OF AGREEMENT - ARTICLE 18 - PART-TIME MEDICAL INSURANCE COMPUTATION AND SUBSIDY

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

For Plan Years 2021, 2022 and 2023 the Employer will pay ninety five percent (95%) and the employee will pay five percent (5%) of the monthly premium 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 of PEBB health, vision, dental and basic life insurance benefits and the employee shall pay the remaining one percent (1%).

For 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 calculated per Article 18, Section 2 (Insurance) as follows:

Part Time Employees Insurance:

Part Time premium rate x Employer contribution percentage x the ratio of paid regular hours to full time hours to the nearest full percent = Employer contribution.

In addition, there shall be a subsidy based on the employee's coverage tier for Plan Years 2021, 2022 and 2023. The part time subsidy shall be determined by PEBB for each plan year.

The employee will pay the premium balance.

LETTER OF AGREEMENT – ARTICLE 21 – CONTINUING LEGAL EDUCATION

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

The purpose of this Agreement is to align the Agency's requirement to provide CLE credits with the annual timeframe as defined by the Oregon State Bar, May 1 through April 30. To ensure a streamlined transition into this, the Parties agree that for the period of January 1, 2021 through April 30, 2022, the Agency will provide the required hours of in-house CLE's as outlined in Article 21.

This Agreement shall become effective on the date of last signature and ends April 30, 2022 unless further extended upon mutual agreement of the Employer and Union.

LETTER OF AGREEMENT – ARTICLE 31 – LEAVE WITHOUT PAY FOR PARENTAL LEAVE/BILLABLE HOURS REDUCTION

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

The Parties agree to the following:

- (1) Once FMLA/OFLA leave is exhausted, an attorney may request to take leave without pay for parental leave as defined in FMLA/OFLA laws. Such leave shall not exceed one (1) year inclusive of FMLA/OFLA leave time provided the leave is taken in a continuous block of time immediately following exhausting of FMLA/OFLA leave. The Agency will review the request and either approve or disapprove within thirty (30) days, based on Agency operating requirements. Denials can be appealed to the Attorney General, or designee, who must approve or deny the appeal within thirty (30) days.
- (2) If after exhausting FMLA/OFLA leave, the attorney takes Agency approved leave without pay for parental leave, the Agency will provide the attorney a proportional reduction in billed time credit provided it is in the same FMLA/OFLA year the attorney uses FMLA/OFLA. If leave without pay is taken for parental leave, such leave will have the same meaning provided under FMLA/OFLA laws.
- (3) An Assistant Attorney General who becomes a parent, whether by birth, guardianship, adoption, or permanent foster care shall have their billable hour requirement reduced by twenty percent (20%) for the six (6) month period following the birth, guardianship, adoption, or permanent foster care placement, less the amount of time used pursuant to either Section 2 of this Agreement or the FMFA/OFLA Provision in Article 41.
- (4) This Agreement starts on the effective date of the 2021-2023 State of Oregon/AFSCME (Attorneys) Agreement and ends June 30, 2023 unless both Parties mutually agree to its continuance.

LETTER OF AGREEMENT – ARTICLE 39 - DISCIPLINE / DISCHARGE

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.
 6. Minor and isolated violations of law, rules and policies.
- (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. serious or repeated violations of any state or federal statutes;
 5. serious or repeated violations of professional rules of ethics, or,
 6. serious or repeated violations 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 – ARTICLE 41 – BILLABLE 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).

This Agreement supplements Article 41 – Billable Hours of the State of Oregon/OAJA Agreement.

The Parties agree to the following:

- (1) An Assistant Attorney General who bills in excess of one thousand six hundred eighty-nine (1689) billable hours (including hours credited as billable hours under Article 41 of the Agreement) during the Department of Justice billing year shall receive a credit equal to half of the number of hours above one thousand six hundred eighty-nine (1689) hours that the employee billed in that year. The credit shall count towards the computation of the employee's billable hours in the immediate subsequent year.
- (2) An Assistant Attorney General in Charge, who, in a fiscal year, bills in excess of one thousand two hundred sixty-five (1265) billable hours (including hours credited as billable hours under Article 41 of the Agreement) during the Department of Justice billing year shall receive a credit equal to half of the number of hours above one thousand two hundred sixty-five (1265) hours that the employee billed in that year. The credit shall count towards the computation of the employee's billable hours in the immediate subsequent year.
- (3) AAGs working part-time shall have the qualification for rollover hours pro-rated based on their percentage of FTE worked.
- (4) This Agreement becomes effective August 1, 2021 or on the first (1st) of the month following ratification of the Local Agreement or first (1st) of the month following receipt of an interest arbitration award, whichever is later and ends June 30, 2023.

LETTER OF AGREEMENT – CHILD ADVOCACY SECTION CASE-WEIGHTING SYSTEM PILOT

Section 1. Recognizing OAJA’s concerns regarding workload distribution within ChAS, Management is committed to continuing to work collaboratively with ChAS OAJA members to make further progress toward smoothing out and addressing caseload issues within ChAS. [1]

Section 2. Based on the progress of the Medford Case-Weighting Pilot (“Medford Pilot”), Management agrees to rollout to all ChAS offices a refined case-weighting system pilot based on the lessons learned from the Medford Pilot and input received from OAJA regarding the importance of a case weighting system. The ChAS Case-Weighting System Pilot is contained in Attachment A. After reviewing the report of the independent consultant, management will consult with OAJA regarding the recommended adjustments to the weighted caseload benchmarks.

Section 3. The case-weighting system will be rolled out by December 31, 2021 as follows:

- Salem/Bend: June 1, 2021
- Order and timing of rollout to remaining offices to be discussed in ChAS AAG Labor/Management committee meetings.
- Any potential delays in implementing will be discussed between management and the union.

Section 4. While adjustments or refinements to case-weighting system may be made as needed, discussions regarding any adjustments or refinements would continue to occur in ChAS AAG Labor/Management committee meetings.

Section 5. This pilot program sunsets at the end of the biennium period unless both parties mutually agree to end prior or extend beyond the period.

Section 6. Recognizing the parties acknowledge the extended difficulties in reaching and maintaining full staffing levels, as well as the impact of extended leave situations on the workload of ChAS AAGs, Management agrees to move immediately to fill an additional 4 AAG positions in ChAS.

Section 7. In light of the fact that any legislative request for additional positions and resources within ChAS must be supported by specific data or metrics, and recognizing the benefit of specific data points in current discussions regarding caseloads, Management will hire an independent business consultant (business process analyst) to review workloads within ChAS.

The work of the independent consultant will include providing a report addressing both the appropriate caseload levels for ChAS AAGs and whether there are any changes (both within DOJ and with external partners) that can be implemented to streamline processes and reduce workload stress. Additionally, the work product of the analyst can be used by the parties to provide necessary data to the legislature in future requests for additional resources. The independent consultant will consider input from a cross-sample of non-management ChAS

[1] Recognizing that OAJA has previously submitted proposals regarding case weights and case loads during bargaining, and that Management has maintained case loads and case weights are not mandatory subject of bargaining, the parties have previously agreed to continue to explore and develop processes to address the workload concerns through the ChAS AAG Labor/Management Committee.

AAGs. The consultant will treat the AAG input as confidential, and no discipline will occur on the basis of any disclosure made in the course of those communications.

ATTACHMENT A
CHAS CASE-WEIGHTING SYSTEM PILOT

1. CASE WEIGHTS AND RATIOS:
 - a. Cases in Matter Management will be designated with the following case weight values:
 - i. Jurisdiction -- 2
 - ii. On-Going -- 1
 - iii. Durable Guardianship -- 1
 - iv. Permanent Guardianship -- 3
 - v. Termination of Parental Rights -- 3
 - b. Ratio Benchmarks: the goal is for AAGs to have balanced caseloads consisting of approximately 70% On-Going/Durable Guardianship and 30% Jurisdiction/TPR and Permanent Guardianship.

2. WEIGHTED CASE LOAD BENCHMARK RANGES:
 - a. Overall weighted caseload levels will vary based on a number of factors.
 - b. In general, the goal is for an individual AAG's weighted caseload to remain within the following approximate range:
 - i. 93-108 weighted cases with an hour or more of travel to court;
 - ii. 108-122 weighted cases with 15 to 60 minutes of travel to court;
 - iii. 122-137 weighted cases with approximately 15 minutes or less of travel to court.
 - iv. Significant travel time for a particular county may require an additional reduction in caseload.

Management shall make a report on or before June 30, 2022. The benchmarks shall be reviewed by the Child Advocacy ARC Subcommittee after one year of full implementation.

3. ADDITIONAL FACTORS
 - a. As part of reviewing the status of the Ratio Benchmarks, AICs plan to assess whether an AAG's workload includes the following factors and to what extent those factors require an additional weighted value: 1) if the AAG is the sole AAG assigned to provide advice to a DHS branch or branches; 2) if the AAG is required to draft and file court orders and judgments; or 3) if management requests the AAG provide significant training or mentorship to an AAG colleague.
 - b. The weight assigned to these additional factors will be assessed as part of monthly and quarterly reviews and management may adjust weighting based on AAG workload and experience.

4. ASSESSMENT/ADJUSTMENT:
 - a. Monthly: AICs plan to conduct monthly workload reviews with each AAG to discuss, assess, and make workload adjustments as needed (may include minor caseload adjustments).

- b. Quarterly: AICs plan to assess the caseloads of all AAGs in each separate office location to make potential adjustments based on the Weighted Caseload Benchmark Ranges and Ratios, along with the additional factors contained in Section 4
- c. As part of adjusting caseloads across ChAS, an AAG may occasionally need to be assigned cases (on a permanent or temporary basis) that are from a different county than the AAG's primary county assignment (this will not affect an AAG's primary office location assignment)
- d. AAGs will be expected to maintain accurate Current Action status for their cases in Matter Management to ensure accuracy of case weighting and case assignments.
- e. AAGs will try to ensure that Current Actions are accurate and updated in time for scheduled workload reviews.

LETTER OF AGREEMENT – CONTRACT SPECIALIST

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

The purpose of this Agreement is to establish Employer-paid Contract Specialists to improve labor/management relationship at all levels of state government.

The Parties agree to the following:

Selection and Appointment of Contract Specialists:

- A. The appointment of a full time Contract Specialist shall be authorized only from Agencies that currently have fifty (50) or more bargaining unit FTE positions.
- B. The selection and appointment of a Contract Specialist shall be mutually agreed upon by the Employer and Union.
- C. The Union may have no more than one (1) Contract Specialist for every two thousand (2,000) FTE bargaining unit positions from Agencies that are within the jurisdiction of the AFSMCE Central Table and Department of Corrections.
- D. The duration of a Contract Specialist shall be mutually agreed upon by the Employer and Union.
- E. The Parties shall establish an agreement which shall be signed by all Parties stipulating to the terms and conditions of the Contract Specialist assignment.
- F. Employees selected as Contract Specialist must maintain all necessary certifications, licensures and training requirements of their Agency position with costs and reimbursements if applicable governed under the Agreement.
- G. While the State is the Employer of record, the Union has the sole control, oversight and direction of employees appointed as Contract Specialists. Therefore, the Union shall indemnify and save the Employer harmless from any and all costs, should any arise, associated with actions taken by the Contract Specialist on behalf of the Union.
- H. In the event the Employer/Agency determines a Contract Specialist is potentially violating law or not complying with Employer/Agency policies or the local Agency Collective Bargaining Agreement, the Agency shall immediately notify the Union. The Agency shall investigate the matter and take action as necessary consistent with the local Agency Collective Bargaining Agreement including disciplinary action. Before any Agency action is taken, the Union may remove the employee from the assigned worksites.

Pay and Benefits:

- A. The Agency shall continue to pay salary and benefits which includes pension contribution, insurance and paid leave time consistent with what they earned before their appointment. Employees appointed as a Contract Specialist shall not be eligible for reimbursement for uniforms, boots or other ancillary items while serving as a Contract Specialist the specifics of which will be noted in the employee's Contract Specialist agreement.
- B. Contract Specialists shall submit monthly timesheets recording a maximum of forty (40) hours of work each week. The timesheet shall be signed and verified by the Executive Director or designee of the Union. All leave taken, regardless of type, must be clearly identified.

- C. The Agency shall place the Contract Specialist on leave with pay for the duration of the assignment. The calculation of seniority shall be consistent with the terms of the applicable local Agency Collective Bargaining Agreement.
- D. Where the Union has designated a Contract Specialist, the Agency shall pay up to eighty-five thousand (\$85,000) a year for the Contract Specialist which includes pay and benefits. Any costs above eighty-five thousand (\$85,000) per year shall be paid by the Union by reimbursing the Agency using Agency established policies and procedures for reimbursement.
- E. The Agency shall not be liable for any overtime costs while the Contract Specialist is on assignment with the Union.

Travel and Reimbursements:

- A. Time spent traveling on behalf of the Union shall be on Agency time.
- B. The Union shall be responsible for all travel expenses including but not limited to mileage, lodging, meals and other incidental travel expenses.
- C. Contract Specialists shall not use or be assigned a state car for travel.

Duties:

- A. The Contract Specialist, DAS Labor Relations Unit and Agency Human Resources staff shall work cooperatively when performing the following duties:
 - a. Interpret and administer the local Agency Collective Bargaining Agreement.
 - b. Education on the local Agency Collective Bargaining Agreement.
 - c. Provide guidance in grievance and problem resolution.
 - d. Improve steward capacity.
 - e. Work toward consistent application of the local Agency Collective Bargaining Agreement.
 - f. Provide guidance on developing and improving labor/management committees.
 - g. Participate in new employee orientation as provided for in the local Agency Collective Bargaining Agreement.
- B. If a DOJ attorney is appointed to serve as a Contract Specialist, the attorney shall stipulate in the signed agreement that they will not practice law as that term is used in law and Oregon State Bar rules, regulations, official opinions and decisions.
- C. The Contract Specialist shall follow all applicable Employer and Agency policies while serving in the capacity of a Contract Specialist.
- D. The Contract Specialist shall not be assigned duties that involve strike preparation, strike planning, strike coordination activities or interest arbitration preparation.

Dispute Resolution:

Notwithstanding any agreements that include grievance/arbitration procedure, if there is a disagreement between the Employer and the Union regarding the interpretation and application of this Letter of Agreement, the Employer and Union shall meet and attempt to resolve the matter. If, after fourteen (14) calendar days there no resolution, the moving party may request arbitration. The Parties shall use the arbitration procedure outlined in the agreement where the employee is employed.

Term of Agreement:

This Agreement becomes effective on the date of the last signature and ends on June 30, 2023 unless renewed by the Parties or the Parties agree to amend its provisions.

LETTER OF AGREEMENT – NEW EMPLOYEE NOTICE/UNION ACCESS

Section 1. Notice

1. The Employer shall provide the Union, in an editable digital file format, the following information for each employee quarterly:
 - a. Employee name; date of hire; EIN
 - b. Contact information, including: cell, home and work telephone number (when available);
 - c. Means of electronic communication, including work, personal electronic mail address;
 - d. Home address or personal mailing address; and
 - e. Department/Agency/Office, Job Classification, Job Title, base salary, and work site location.
2. Each business day, the Employer shall provide a report of newly hired AFSCME represented workers as long as the new hire business process has been successfully completed in the business day prior.
3. The State CHRO information unit will provide AFSCME with a report of new, terminated, retired or transferring employees in AFSCME covered positions no later than the 10th of each month.

Section 2. New Employee Orientation

1. Within the first ten (10) calendar days from the date of hire, the Union representative shall be granted thirty (30) minutes of paid time to meet with the new employees without loss of pay.
2. Employees within their first ninety (90) calendar days of employment shall be allowed an additional sixty (60) minutes of paid time to meet with a Union representative for follow-up orientation issues without loss of pay.

LETTER OF AGREEMENT – STATE WORKER TRAINING FUND

The Parties recognize that both the State and its workers benefit from workers understanding their different health care options, understanding their retirement benefits and finding solutions to increase wellness and equity in the workplace

Therefore, the State of Oregon, along with participating unions will work together to come up with creative and long-term solutions by working in collaboration to develop and deliver the trainings.

In order to accomplish these goals, the Parties will:

- Establish a State Worker Training and Education Fund (“State Worker Training Fund”), appoint the State Worker Fund governing board of trustees of ten (10) people with equal representation from union representatives and Employers, and hire a qualified leader (“Director”) to report to such board of trustees.
 - Union Representatives will be split proportionally between participating labor unions.
- Fund the start-up of the State Worker Training Fund from October 1, 2019 to June 30, 2020. The start-up will be funded by an Agency assessment of one cent (\$0.01) per hour per employee of straight-time worked that would be due to the trust no later than October 1, 2019 in order to hire a director and choose one (1) or two (2) pilot locations to learn and adjust a roll out of a statewide plan. Ongoing, State Worker Training Fund will be funded two cents (\$0.02) per hour worked, including all paid leaves, per employee starting July 1, 2020 with a goal of the training and resources being available statewide by January 1, 2021. Agencies can pay monthly. At a minimum, per hour payments will be paid quarterly.
 - Agencies with under fifty (50) employees shall not make per hour payments.

The State Worker Training Fund will develop a plan to deliver trainings and programs on:

- PEBB and PERS. The PEBB and PERS training will be mandatory for new hires and the PEBB training will be offered within fourteen (14) days of a new hire. When possible, employees’ will sign up for their health insurance after going through the PEBB training.
- Organizational Equity and Inclusion. Creating trainings focused on ensuring nondiscrimination and best practices to equity and inclusion in the workplace.
- Wellness. The wellness initiatives should focus on agencies where there are clear challenges identified by management and bargaining unit. The trust shall identify one (1) Agency to pilot the wellness initiative.
- After a program is developed for the first three (3) stated goals, the Board of Trustees will discuss other programs that potentially meet goals identified by the State and the Unions.

Timeline:

By October 1, 2019, each Party shall bind itself to the Trust Fund Agreement(s). The Trust Agreement will include:

- How trustees are appointed and removed
- Terms of a trustee’s appointment
- Quorum requirements

- Meeting requirements
- Powers/ability to call a special meeting of the board
- Votes and quorum requirements
- Liability provisions
- Specific provisions outlining the necessary authority for the trustees to manage and administer the State Worker Training Fund and Program
- Investment provisions
- Investment standards
- Enforcement mechanisms for the Contribution Agreement
- Specific provisions outlining terms for amendments, mergers, termination of the trust
- Establishing benchmarks and metrics. The Trust will produce an annual progress report beginning June 2021 that includes an operating plan for the upcoming year and a report back on the operating benchmarks and metrics for approval by the State's CCO and the Unions' Executive Director.

By December 1, 2019 the Parties will use best efforts within the legal framework of the Trust Board to adopt a detailed plan for Training Fund operation, including establishing specific training objectives, performance benchmarks, expected outcomes, and hire a Director.

By February 1, 2020 the trust will set up a minimum of one (1) pilot and a goal of two (2) based on budget and plan.

LETTER OF AGREEMENT – TRANSFERS

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

The Department will not impose an involuntary permanent geographic duty station transfer if the transfer would result in change of permanent duty station of one-hundred (100) miles or more from the employee's existing official duty station. This LOA does not preclude management's right to assign work not involving a permanent change to an employee's duty station based on business need.

LETTER OF AGREEMENT – WORKING REMOTELY

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

Section 1.

This Letter of Agreement addresses the minimum expectations for remote work at the request of an employee. Nothing in this Letter of Agreement precludes the Department from requiring or permitting an employee to work remotely more often than what is discussed below.

Section 2.

After completion of trial service, employees are presumptively eligible to work remotely two (2) days per week, subject to satisfactory performance and the completion of a remote work agreement. Requests to work remotely a third day per week will not be denied arbitrarily or unreasonably. Additional days per week shall be subject to mutual agreement between the employee and the manager. The manager and employee will work together to coordinate a mutually agreed upon remote work schedule based on the employee's preferences and the needs of the Department, which may include consideration of the remote-work schedule of other employees and availability of office space.

Section 3.

An employee may lose their remote work schedule if they are subject to discipline under Article 39 of this Agreement or corrective action including a work plan.

Section 4.

When an employee is working remotely, the employee is expected to be as available for calls, emails, and other communication at the remote worksite as the employee would be if scheduled to work in the office. The employee may be required to attend court, in-person meetings or depositions, and in-person trainings on a day that the employee is scheduled to work remotely. There is no automatic right to switch remote-work days when that happens.

Section 5.

Upon request and subject to management approval, the Department will provide employees approved to work remotely a computer, two home monitors, a home docking station, and smartphone that can be used at the remote worksite. That computer (if a laptop) may be the same one the employee uses while in the office. Employees also may take from the office a reasonable amount of office supplies to use at the remote worksite. Any equipment or software are for conducting Department business only and must comply with information security policies and practices.

Section 6.

An employee who is denied permission to work remotely up to three days per week may appeal that denial or rescission to the Division Administrator. If the Division Administrator upholds the denial or rescission, the eligible employee may appeal to the Deputy Attorney General. This Section does not apply to denials or rescissions resulting from discipline or being on a work plan as outlined in Section 3.

This Agreement becomes effective on the start date for the local agreement and ends June 30, 2023 unless renewed by the Parties or the Parties agree to amend its provisions.

LETTER OF AGREEMENT – CRIMINAL RECORDS CHECK / CRIMINAL BACKGROUND CHECKS

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).

Based on requirements under IRS Publication 1075, the tax information guidelines for Federal, State and local agencies, current and future DOJ employees who access Federal Tax Information (FTI) will need to submit to a fingerprint criminal history check every ten (10) years.

Pursuant to IRS Federal Requirements, the fingerprint criminal history check will consist of the following:

- FBI Fingerprinting
- Check of local law enforcement agencies where the subject has lived, worked, and/or attended school within the last five (5) years, and if applicable, of the appropriate agency for any identified arrests

Therefore, the Parties agree to the following:

Upon final signature of the LOA, DOJ will agree to:

1. Publish the Criminal Background Check Policy and Procedure and make it available to all employees.
2. Begin conducting fingerprint criminal background checks on all DOJ attorneys who access FTI. The specific number of positions impacted within each Division are as follows:
 - i. Appellate – 1 position
 - ii. Trial Division – 2 positions
 - iii. General Counsel – 33 positions
 - iv. Civil Enforcement – 19 positions
3. Upon notification of the policy and procedure and intent to conduct criminal background checks, employees may notify Human Resources (HR) of any criminal history.
4. To adhere to any established policy and procedure when determining if a current employee may be unfit as a result of the criminal background check.

In the event a current DOJ employee is determined to be unfit for their DOJ position as a result of the criminal background check, the following will apply:

1. If the criminal background check comes back that regular status employee is determined to be unfit for their position based on a criminal records check, the employee will be notified and will be informed of the information from the criminal records.
2. DOJ will initiate an investigation to determine whether the employee can remain employed in an AAG position with DOJ.
3. The investigation will be conducted in accordance with Article 39 and the Letter of Agreement- Article 39. The employee retains all of the rights outlined in both the Article and the LOA.

This Letter of Agreement will become effective upon date of final signature and is effective through June 20, 2023.

LETTER OF AGREEMENT – ESSENTIAL WORKER INCLEMENT WEATHER/HAZARDOUS CONDITIONS PAY

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

The Parties agree to the following:

When a situation exists that would otherwise allow state employees to access Inclement Weather/Hazardous Conditions Leave, but if an employee is required to report to work in person, the employee shall be paid a differential of one dollar (\$1.00) per hour for actual hours worked.

Staff working at agencies with 24/7 operations that are not curtailed shall receive the Essential Worker Inclement Weather/Hazardous Conditions Pay benefits when any state agency offices are closed or are closed to the public due to inclement weather/hazardous conditions within the county of their worksite. For 24/7 operations, if inclement weather occurs on a weekend (and would normally result in a closure of a state agency office in the county of their worksite during Monday through Friday), staff shall receive the Essential Worker Inclement Weather/Hazardous Conditions Pay.

LETTER OF AGREEMENT – NATURAL DISASTER LEAVE

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

This Letter of Agreement shall supersede any conflicting provisions in the collective bargaining agreements for the duration of the Letter of Agreement.

We recognize that state of Oregon employees provide essential services and benefits to Oregonians every day. Their work is often the last or only option for support when Oregonians are faced with an emergency.

1. An employee who, due to a natural disaster, has:
 - a. lost their home (primary residence);
 - b. lost use of their primary residence (deemed uninhabitable); or
 - c. lost access to their primary residence,shall be eligible for a maximum of eighty (80) hours of paid administrative leave, prorated for part-time employees. This leave will be available for intermittent use.
2. Employees who have used the eighty (80) hours of paid administrative leave identified in #1 may request donated leave. Donated leave received will not exceed the amount needed to cover the absence. Donators may donate their accrued vacation or compensatory leave.

This Letter of Agreement will sunset on June 30, 2023, unless extended by mutual agreement.

LETTER OF AGREEMENT – PAYROLL COMPUTATION PROCEDURES

This Letter of Agreement is entered into between the State of Oregon by the Department of Administrative Services (DAS) and AFSCME Council 75 (Union).

The State Of Oregon is continuing the modernization effort of replacing their legacy systems, including the current payroll and time tracking systems. The Payroll and Time Tracking Replacement Project has identified July 1, 2022 as the projected “go-live” date of transitioning to the modernized system.

The purpose of this Agreement is to create a statewide joint labor-management committee to explore the impact on employees of the transition to a new payroll system. The committee may make recommendations or develop a report on their findings. Any recommendations or changes to mandatory subjects of bargaining will be brought to the successor bargaining or interim bargaining as appropriate.

Current timing of paychecks and rate of pay will be maintained.

LETTER OF AGREEMENT – PANDEMIC RECOGNITION PAY

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

In recognition employees were asked to take greater personal risks during the COVID-19 pandemic by being required to show up to work in person while some employees were able to work remotely, the Parties agree to the following:

Employees designated as frontline workers between March 2020 and June 2021 will receive a one-time payment based on the following criteria:

- 1) Frontline worker definition: A frontline worker is someone who has a job that puts the individual at higher risk for contracting COVID-19 because of:
 - Regular close contact with others outside of their household (less than six (6) feet); and
 - Routine (more than fifteen (15) minutes per person(s)) close contact with others outside of their household; and
 - They cannot perform their job duties from home or another setting that limits the close or routine contact with others outside of their household.

- 2) Payments will be made as follows:
 - a. Frontline workers who worked between four hundred and eighty (480) non-telecommuting hours to one thousand and thirty-nine (1,039) non-telecommuting hours will receive a one (1)-time payment of one thousand fifty dollars (\$1,050). Regular hours count towards the non-telecommuting hours.
 - b. Frontline workers who worked one thousand forty (1,040) non-telecommuting hours or more will receive a one-time payment of one thousand five hundred fifty dollars (\$1,550). Regular hours count towards the non-telecommuting hours.
 - c. In addition to qualifying for one (1) of the above two (2) payments, recognition will be provided to frontline workers who worked two hundred (200) or more overtime hours during this period with an additional one-time payment of five hundred seventy-five dollars (\$575).

- 3) Payments issued through this Letter of Agreement will be considered wages for tax purposes and are PERS subject.

LETTER OF AGREEMENT – STATE POLICY 50.050.01 WORKING REMOTELY UPDATES

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

The Parties acknowledge that nothing in this Agreement shall constitute a waiver of any Party's rights, claims or defenses with respect to mandatory subjects of bargaining and the impacts of changes to the state policy 50.050.01 Working Remotely policy.

This Agreement becomes effective on the date of the last signature below and ends June 30, 2023.

LETTER OF AGREEMENT – CHILDCARE AND ELDERCARE EXPLORATORY COMMITTEE

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

The purpose of this Agreement is to create a statewide joint labor-management committee to explore the significant impact that a local of access to affordable child care and elder care has on working parents and families.

This exploratory committee will determine the feasibility of establishing a childcare/eldercare fund to help offset the cost of dependent care for State employees.

The committee will produce a report that contains the committee's recommendations for how the State can support employees' needs for dependent care.

The committee will be comprised of equal numbers of union and management representatives. AFSCME will appoint three (3) members to the committee. Participants on the Committee will be on paid status and shall be reimbursed for authorized travel expenses as per State Travel Policy. Agencies will not incur any overtime as a result of Committee meetings or travel. Flexing schedules will be allowed to avoid overtime.

That State will assign staff to support and facilitate work of the advisory committee.

The committee will convene no later than six (6) months after the effective date of the contract.

The committee will complete their work by December 31, 2022.

SALARY SCHEDULES

Effective September 1, 2021									
<u>Salary Range</u>	<u>Pav/Range Option</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
36S	AP	7886	8282	8694	9129	9585	10041	10523	11028
		<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>	<u>Step 12</u>	<u>Step 13</u>	<u>Step 14</u>	<u>Step 15</u>	
		11557	12112	12694	13303	13941	14611	15312	
Where the system rates and the rates printed in the CBA differ by two dollars (\$2.00) or less per month, the system shall be considered the official rate and shall supersede the rate printed in the CBA.									
Note: Range Option A will be calculated using a reverse differential and rates will not be specifically listed in the Agreement.									

Effective December 1, 2021									
<u>Salary Range</u>	<u>Pav/Range Option</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
36S	AP	8083	8489	8911	9357	9825	10292	10786	11304
		<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>	<u>Step 12</u>	<u>Step 13</u>	<u>Step 14</u>	<u>Step 15</u>	
		11846	12415	13011	13636	14290	14976	15695	
Where the system rates and the rates printed in the CBA differ by two dollars (\$2.00) or less per month, the system shall be considered the official rate and shall supersede the rate printed in the CBA.									
Note: Range Option A will be calculated using a reverse differential and rates will not be specifically listed in the Agreement.									

Effective December 1, 2022									
<u>Salary Range</u>	<u>Pav/Range Option</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>
36S	AP	8334	8752	9187	9647	10130	10611	11120	11654
		<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>	<u>Step 12</u>	<u>Step 13</u>	<u>Step 14</u>	<u>Step 15</u>	
		12213	12800	13414	14059	14733	15440	16182	
Where the system rates and the rates printed in the CBA differ by two dollars (\$2.00) or less per month, the system shall be considered the official rate and shall supersede the rate printed in the CBA.									
Note: Range Option A will be calculated using a reverse differential and rates will not be specifically listed in the Agreement.									

SIGNATURE PAGE – AFSCME – OAJA

Signed this 11th day of August 2021, at Salem, Oregon.

FOR THE STATE OF OREGON



Katy Coba, Director
Department of Administrative Services
(DAS)

FOR THE OREGON ASSOCIATION OF
JUSTICE ATTORNEYS



Jaime Zinck, Council Representative
Oregon AFSCME



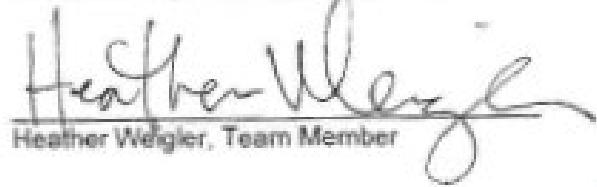
Ellen Rosenblum, Attorney General



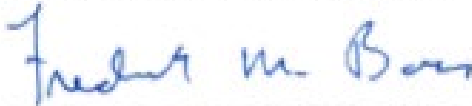
Marc Abrams, President/Team Member



Madilyn Zike, Chief Human Resources Officer
DAS Chief Human Resource Office



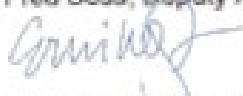
Heather Weigler, Team Member



Fred Boss, Deputy Attorney General



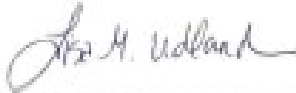
Sam Kubernick, Team Member



Erin West, State Labor Relations Mgr.
DAS, CHRO

/s/ Benjamin Gutman

Benjamin Gutman, Solicitor General



Lisa Udland, Chief Counsel/Civil Enforcement Division

/s/ Neil Taylor

Neil Taylor, Assistant Attorney General

/s/ Shari Higgins

Shari Higgins, Human Resources

DAS DEPARTMENT OF
ADMINISTRATIVE
SERVICES
Department of Administrative Services
Chief Human Resources Office
Labor Relations Unit
155 Cottage Street NE
Salem, OR 97301-3971
LRU@das.oregon.gov

The official version of this Agreement is held by the Department of Administrative Services Labor Relations Unit on its electronic files at the website below. The Department of Administrative Services does not recognize any other copies or publications of this Agreement.

Electronic version of the Agreement located at:
<http://www.oregon.gov/das/HR/Pages/LRU.aspx>