

AGREEMENT

between

OREGON NURSES ASSOCIATION

and

STATE OF OREGON

Including:

Eastern Oregon Training Center

Blue Mountain Recovery Center

State Operated Community Programs

.

2007 - 2009

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1. RECOGNITION	1
ARTICLE 2. SCOPE OF AGREEMENT	1
ARTICLE 3. EFFECT OF LAW AND RULES	1
ARTICLE 4. LEGISLATIVE ACTION	2
ARTICLE 5. EQUAL EMPLOYMENT OPPORTUNITY & AFFIRMATIVE ACTION	2
ARTICLE 6. REFERENCE TO GENDER	3
ARTICLE 7. STRIKES AND LOCKOUTS	3
ARTICLE 8. SAVINGS CLAUSE	3
ARTICLE 9. MANAGEMENT'S RIGHTS	4
ARTICLE 10. ASSOCIATION SECURITY	4
ARTICLE 11. ASSOCIATION PRIVILEGES AND LIMITATIONS	5
ARTICLE 12. NEGOTIATING TEAM	6
ARTICLE 13. WORK SCHEDULES	6
ARTICLE 14. ON-CALL	8
ARTICLE 15. OVERTIME	9
ARTICLE 16. REPORTING TIME	10
ARTICLE 17. ATTENDANCE RECORDS	11
ARTICLE 18. SALARY	11
ARTICLE 19. WORKERS COMPENSATION	12
ARTICLE 20. PERS "PICK-UP"	13
ARTICLE 21. PER DIEM DIFFERENTIAL	14
ARTICLE 22. DIFFERENTIALS	14
ARTICLE 23. POSITION DESCRIPTION AND WORK PLANS	15
ARTICLE 24. PERFORMANCE APPRAISAL	15
ARTICLE 25. SALARY ADMINISTRATION	16
ARTICLE 26. TRAVEL AND MILEAGE ALLOWANCE	17
ARTICLE 27. MEALS	17
ARTICLE 28. PARKING	18
ARTICLE 29. CLASS SPECIFICATIONS	18
ARTICLE 30. REVIEW OF CLASSIFICATION SERIES	18
ARTICLE 31. RECLASSIFICATION PROCEDURE	18
ARTICLE 32. DOWNWARD RECLASSIFICATION	19
ARTICLE 33. RETURN TO CLASSIFIED SERVICE FROM EXEMPT OR UNCLASSIFIED SERVICE	19
ARTICLE 34. REINSTATEMENT AFTER SEPARATION	20
ARTICLE 35. PERSONNEL ADMINISTRATION	20
ARTICLE 36. INSPECTION OF PERSONNEL RECORDS	20
ARTICLE 37. TRIAL SERVICE	21
ARTICLE 38. FILLING OF POSITIONS	22
ARTICLE 39. LIMITED DURATION APPOINTMENT	23
ARTICLE 40. LAYOFF AND RECALL	24
ARTICLE 41. LEVEL AND CONTINUATION OF RIGHTS AND BENEFITS	26
ARTICLE 42. HOLIDAYS	26
ARTICLE 43. VACATIONS	27
ARTICLE 44. SICK LEAVE	28
ARTICLE 45. HARDSHIP LEAVE DONATIONS	29
ARTICLE 46. ELECTION DAYS	29
ARTICLE 47. PRE-RETIREMENT COUNSELING LEAVE	29
ARTICLE 48. LEAVE OF ABSENCE WITH PAY	30
ARTICLE 49. LEAVES WITHOUT PAY	31
ARTICLE 50. LEAVE ADMINISTRATION	32
ARTICLE 51. UTILIZATION OF BENEFIT TIME	33
ARTICLE 52. VACATION AND SICK LEAVE CREDITS UPON TRANSFER	34

ARTICLE 53. RESTORATION OF SICK LEAVE CREDIT	34
ARTICLE 54. INSURANCE.....	34
ARTICLE 55. INCLEMENT CONDITIONS/ROAD HAZARDS.....	35
ARTICLE 56. DEPENDENT AND CHILD CARE.....	36
ARTICLE 57. HEALTH AND SAFETY.....	36
ARTICLE 58. DRUG/ALCOHOL FREE WORKPLACE	37
ARTICLE 59. PERSONAL PROPERTY.....	37
ARTICLE 60. CLIENT GRIEVANCE OR CLIENT ABUSE INVESTIGATION	38
ARTICLE 61. PROFESSIONAL NURSING CARE COMMITTEES.....	39
ARTICLE 62. STAFF DEVELOPMENT.....	39
ARTICLE 63. GRIEVANCE AND ARBITRATION.....	41
ARTICLE 64. DISCIPLINE AND DISCHARGE	43
ARTICLE 65. COMPLETE AGREEMENT.....	44
ARTICLE 66. RECOUPMENT OF WAGE & BENEFIT OVERPAYMENTS.....	44
ARTICLE 68. TERM OF AGREEMENT	46
APPENDIX A	49
APPENDIX B - SALARY SCHEDULES.....	50
APPENDIX C - LETTER OF AGREEMENT	51
ARTICLE 40 - FILLING OF POSITIONS - JOB INTERVIEW LEAVE	51
APPENDIX D - LETTER OF AGREEMENT - PART-TIME EMPLOYEES INSURANCE BENEFITS	52

PREAMBLE

This Agreement is made by and entered into by the State of Oregon acting by and through its Department of Administrative Services (hereinafter the "Employer") on behalf of, Eastern Oregon Training Center (EOTC), Blue Mountain Recovery Center (BMRC), and the State Operated Community Program (SOCP) (hereinafter individually referred to by their acronym or as the "Agency" or, collectively as "Agencies," depending on the context of the reference), and the Oregon Nurses Association (ONA) (hereinafter the "Association").

ARTICLE 1. RECOGNITION

The Employer recognizes the Association as the exclusive bargaining agent and representative for all employees in separate bargaining units at (1) EOTC and BMRC, and (2) SOCP working in classifications for which a Registered Nurse license is required, except employees who are excluded by the Employment Relations Board, managerial, supervisory, and confidential employees, and temporary employees who are appointed for a specific period of time not to exceed ninety (90) days and who are not reappointed within a year. However, pursuant to the ERB certification, temporary employees SOCP are excluded from the bargaining unit and will be hired in accordance with State law i.e., hire for up to 1040 hours in a twelve month period, unless an extension is granted by the Department of Administrative Services, but, it is understood it is not the intention of the Employer to hire these individuals as permanent temporary employees.

ARTICLE 2. SCOPE OF AGREEMENT

Section 1. This Agreement binds the Association and any person designated by it to act on behalf of the Association. Likewise, this Agreement binds the Employer and its employees and any other person designated by it to act on its behalf.

The terms of this Agreement shall apply to all members of the above certified bargaining units.

Section 2. The Agreement supersedes all prior Agreements between the Association and the Employer.

Section 3. The Association may request, and the Employer may agree, that this agreement apply to bargaining units which may be determined in the future.

ARTICLE 3. EFFECT OF LAW AND RULES

Section 1. This Agreement is subject to all applicable existing and future laws of the State of Oregon.

Section 2. No new Human Resource Services Division Rule, or change in any existing Human Resource Services Division Rule that addresses subjects that are mandatory issues for bargaining shall be applicable to employees covered by this Agreement unless the change has been agreed upon by the parties. The Association shall be notified in advance of all proposed rule changes regardless of bargainability, and it shall be given an opportunity to comment prior to processing the proposed change.

ARTICLE 4. LEGISLATIVE ACTION

Section 1. Provisions of this Agreement not requiring legislative funding or statutory changes before they can be put into effect shall be implemented on the effective date of this Agreement or the date otherwise specified in this Agreement. Necessary bills for implementation of the other provisions shall be submitted to the Legislative Assembly promptly upon the signing of this Agreement.

Section 2. Upon signing of this Agreement both parties will jointly recommend to the Legislative Assembly the passage of the funding and statutory changes necessary to implement this Agreement.

ARTICLE 5. EQUAL EMPLOYMENT OPPORTUNITY & AFFIRMATIVE ACTION

Section 1. The provisions of this Agreement shall apply equally to all employees in the bargaining unit without regard to race, color, religion, sex, sexual orientation as defined in ORS 174.100 (effective January 1, 2008), national origin, marital status, age, disability, or political affiliation. The Association further agrees that it will cooperate with the Agency's implementation of applicable federal and State laws and regulations, including but not limited to Presidential Executive Order 11246 as amended by Presidential Executive Order 11375, pertaining to affirmative action.

Section 2. All complaints alleging any form of discrimination shall be submitted directly to the Agency. A meeting with the employee, if requested by the employee or the Association, will be held within fifteen (15)-calendar days of the receipt of the request. Prior to the conclusion of the meeting, a reasonable effort will be made to resolve the employee's complaint. If, however, the parties cannot reach a satisfactory solution, the Agency, or designated representative, will send the employee and Association a written response to the employee's complaint within fifteen (15)-calendar days of the meeting or receipt of the complaint if no meeting is held. If the complaint is not satisfactorily resolved at this step, it may be submitted to the Bureau of Labor and Industries pursuant to BOLI rules for resolution.

Section 3. Sexual harassment is considered a form of sex discrimination. No employee shall be subjected to sexual harassment by the Agency, the Association, other employees, or contractors. Unwelcome sexual advances, requests for sexual favors and other deliberate or repeated unsolicited verbal or physical conduct of a sexual nature constitutes sexual harassment when:

- a. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- b. submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- c. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

ARTICLE 6. REFERENCE TO GENDER

All references to "employee" or "employees" in this Agreement shall be interpreted to designate both sexes. Wherever the male or female gender is used alone, it shall be interpreted to include male and female employees.

ARTICLE 7. STRIKES AND LOCKOUTS

Section 1. It is agreed by the Employer and the Association that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare.

Section 2. During the term of this Agreement, the Employer agrees the Employer shall not cause nor permit any lockout of employees from their work. In the event an employee is unable to perform his/her assigned duties because equipment or facilities are not available due to a strike, work stoppage or slowdown by any other employees; such inability to provide work shall not be deemed a lockout.

Section 3. During the term of this Agreement, the Association agrees the Association, its officers and the employees covered by this Agreement will not encourage, sanction, cause, support or engage in any strike. Upon expiration of this Agreement, if the Employer and the Association have not reached agreement on a renewal, extension or new agreement, the Association and its officers and the employees covered by the Agreement may engage in any lawful strike activity.

Section 4. Upon notification, confirmed in writing by the Employer to the Association that certain bargaining unit(s) employees covered by this Agreement are engaging in strike activity in violation of this Article, the Association shall, upon receipt of a mailing list, advise such striking employees in writing (with a copy to the Employer) to return to work immediately. Such notification by the Association shall not constitute an admission that it has caused or counseled such strike activity. The notification to employees covered by this Agreement by the Association shall be made solely at the request of the Employer.

Section 5. Employees covered by this Agreement who engage in strike activity prohibited by this Article will be subject to disciplinary action for misconduct.

ARTICLE 8. SAVINGS CLAUSE

Should any article, section or portion of this Agreement be held unlawful and/or unenforceable by a court or board of competent jurisdiction, such invalidation shall apply only to the specific article, section or portion directly specified. Upon the receipt of such a decision, the parties shall, upon demand, begin negotiations to replace this Agreement's invalidated article, section or portion.

ARTICLE 9. MANAGEMENT'S RIGHTS

Except as may be specifically modified by the terms of this Agreement, the State retains all rights of management in the direction of its work force. These rights of management shall include, but not be limited to, the right to:

- a. Direct employees.
- b. Hire, promote, transfer, assign and retain employees.
- c. Suspend, discharge or take other proper disciplinary action against employees.
- d. Reassign employees.
- e. Relieve employees from duty because of lack of work or other proper reasons.
- f. Schedule work.
- g. Determine methods, means and personnel by which operations are to be conducted.

ARTICLE 10. ASSOCIATION SECURITY

Section 1. Membership/Fair Share/Contributions to Charitable Organizations. Bargaining unit employees who are members of the Association shall either remain members in good standing or make payment in lieu of dues to the Association. Payments in lieu of dues shall be equal to the regular monthly Association dues. A bargaining unit employee who exercises his/her right of non-association only when based on a bona fide religious tenet or teaching of a church or religious body of which such employee is a member shall pay an amount of money equivalent to regular monthly Association dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Association. The employee shall furnish written proof to the Association and to the Agency that this has been done. A bargaining unit employee must notify the Association in writing of a desire to change his/her membership status. He/she must mail such requests to the Association to the attention of the membership coordinator at:

Oregon Nurses Association
18765 SW Boones Ferry Road, Suite 200
Tualatin, Oregon 97062
ATTN: Membership Coordinator

Section 2. Deduction for Dues. Upon written request, on the Association form to be available at the Agency, members of the Association may have regular monthly dues deducted from their paychecks. Employees making fair share payments in lieu of dues shall have their fair share payments deducted monthly. Bargaining unit employees employed subsequent to the execution of this Agreement shall have the appropriate deduction made the first of the month following the first full month of employment.

The amounts to be deducted shall be certified to the Employer by the Executive Director of the Association, and the aggregate deduction shall be remitted monthly, together with an itemized statement, to the Association.

Section 3. Notification to Prospective Employees. Prior to appointing an individual to a position in a bargaining unit which is covered by a Fair Share Agreement provision, the Agency shall advise the individual of the existence of the Fair Share Agreement and an employee's obligation under it. The person(s) being appointed shall acknowledge their

understanding in writing. Upon request, the Association may inspect such acknowledgment(s).

Section 4. Indemnification. The Association shall indemnify and save the Employer/Agency harmless against any and all claims, damages, suits or other forms of liability which may arise out of any action taken or not taken by the Employer/Agency for the purpose of complying with the provisions of this Article.

ARTICLE 11. ASSOCIATION PRIVILEGES AND LIMITATIONS

Section 1. Lists. The Agency shall furnish to the Association, on a monthly basis, a current alphabetical listing of the names, home addresses, home phone numbers when available, (EOTC, BMRC, or SOCP), employee identification numbers, classifications, full-time equivalency, monthly rate of pay, recognized service date, and agency service date. New hires and terminations shall be indicated on the listing. The Employer will provide the lists in Microsoft Excel format or compatible format.

Section 2. Bulletin Boards. The Agency shall provide a reasonable space on bulletin boards placed in mutually agreeable locations for communicating with employees. Union materials shall not be displayed in the work area except in the designated bulletin board space.

Copies of any other materials for posting must be approved by the Personnel Director or his representative prior to its posting. No demeaning or derogatory material may be posted.

Section 3. Visits by Association Representatives. The Association will provide the Agency with a list of those Association staff members designated as authorized representatives. The representative, after advising the Personnel Office or the appropriate Nursing Service Office, shall have reasonable access to the premises of the Agency at any time during working hours to conduct Association business and to assist in the processing of grievances under the terms of this Agreement. Such visits are not to interfere with the normal flow of work.

Section 4. Notices to New Employees. The Agency will notify each newly employed member of the bargaining unit of representation by the Association. Time shall be provided at each new employee orientation so that the Association may distribute to each employee a copy of this Agreement and copies of the Association membership material. The Association will be allowed a reasonable time during initial employee orientation for explanation of Association benefits and bargaining representative matters.

Section 5. Nurse Representatives.

a. The Association may appoint up to the following number of Nurse Representatives per Agency:

- (1) EOTC and BMRC – One (1);
- (2) SOCP one (1) nurse representative per home;
- (3) One (1) alternate per bargaining unit.

The Association shall notify the Agency Personnel Director of the names of the Nurse Representatives and any successors.

b. Nurse Representatives shall be granted a reasonable amount of time to assist in the investigation and settlement of grievances.

c. The Nurse Representative shall notify his/her supervisor prior to performing permitted Nurse Representative duties. If the permitted activity would interfere with the work of the Nurse Representative or other employees, the responsible supervisor(s) shall arrange in a timely fashion for a mutually satisfactory time to perform the requested activity. Where the Nurse Representative(s) assisting in an arbitration is (are) scheduled to work either evenings or nights on the day of the scheduled arbitration, the Nurse Representative(s), at his/her request, will be scheduled to work days for the purpose of attending the arbitration.

d. The Employer agrees that there shall be no reprisal, coercion, intimidation, or discrimination against a Nurse Representative for any authorized activity.

Section 6.

a. Once a bargaining unit employee files a grievance, the employee shall not be required to discuss the subject matter of the grievance without the presence of an Association Representative if the employee elects to be represented by the Association.

b. Upon request, an employee covered by the agreement shall have the right to Association representation during an investigatory interview that an employee reasonably believes will result in a disciplinary action and immediately prior to such a meeting

c. An employee may refuse to participate in an investigatory interview where a request for union representation has been made and denied.

Section 7. Labor/Management Committee. A Labor/Management Committee may be formed at the request of either party at each bargaining unit (EOTC-BMRC or SOCP). The Committee shall be comprised of three (3) management selected employees, the Association Labor Relations Representative and two (2) Association-appointed nurses. The Committee shall meet as needed at the request of either party for the purposes of discussing labor/management issues. Employees shall have paid release time to attend meetings of the Committee.

ARTICLE 12. NEGOTIATING TEAM

The Association shall be allowed the following maximum number of paid employees from each facility as a member of the Negotiating Team with the Agency assuming no overtime obligations as a result of employees' attendance at such meetings:

EOTC: one (1)

BMRC: one (1)

SOCP: three (3) (no more than one per cluster)

At the discretion of the Association, a reasonable number of unpaid employees may attend negotiation sessions as observers. Consultants may be employed by either party.

ARTICLE 13. WORK SCHEDULES

Section 1. Scheduling of Work. Employees' work schedules shall be posted at least twenty-one (21) days in advance of their effective date, including vacant positions or shifts known at the time of posting due to vacations, administrative leave or planned medical leave, covering a minimum period of three (3) weeks, except where an emergency necessitates a schedule change and precludes such advance notice or where a schedule change is mutually agreed to

by the affected employee(s). Vacancies in positions or shifts occurring after the posting of work schedules that are known at least one (1) week in advance will also be posted.

Section 2. Work Period. The standard work schedule for a full-time employee is made up of shifts totaling forty (40) hours in an established time of seven (7) consecutive twenty-four (24)-hour periods.

- a. Regular Work Schedules – one with the same starting and stopping time consisting of five/eight (5/8) hour days.
- b. Alternative Work Schedule – one with fixed and recurring start and stop times, but are other than 5/8 hour days (e.g., four-ten or three/twelve plus four schedules).
- c. Flexible Work Schedules – one in which the number of hours vary on a daily basis, but not necessarily each day, and the start and stop times may vary.

Section 3. Workweek. The workweek is defined as beginning on Sunday at 12:00 a.m. and ending on Saturday at 11:59 p.m.

Section 4. Workday. The workday is defined as a twenty-four hour period commencing when the employee begins work on his/her first assigned work shift of the workweek and shall remain fixed at that period for the whole workweek, except for alternative work schedules. Overtime is calculated based on the workday in which the overtime begins.

Section 5. Workshift. Except for schedules of less than eight (8) hours of work per day, eight (8), nine (9), ten (10), twelve (12), or sixteen (16) consecutive hours of work, except for interruptions of meal periods, shall constitute a regular scheduled workshift. Any other scheduled workshift will be adopted only upon agreement, in writing, of affected employees and Association.

For twelve hour shifts the following conditions apply.

- a. The additional four (4) hours required to be worked to total forty (40) hours in a workweek for full-time employees may be combined with any of the twelve (12) hour shifts.
- b. Overtime will be earned by both full and part-time employees who work more than twelve (12) hour in a workday or more than forty (40) hours in a week consistent with the terms of Article 15 – Overtime. However, when a employee requests additional four (4) hours be worked immediately before or after their scheduled twelve (12) hour shift such hours for the workday will be paid at the straight time rate.
- c. Not more that four (4) twelve (12) hour shifts will be worked in a row except in unusual circumstances with prior agreement between the employee and the Agency.
- d. Twelve (12) hour employees will not rotate between days and nights except in unusual circumstances or on a volunteer basis with prior approval between the employee and the Agency.
- e. Three (3) fifteen (15) minute rest periods will be granted along with one meal period where the employee is completely relieved of all duties to be taken consistent with Sections 6 and 7 of this Article.
- f. Vacation and compensatory time accrued by twelve (12) hour employees may be taken in twelve (12) hour increments at the discretion of the employee.
- g. Employees will be paid, or receive in compensatory time if requested by

employee, time and one-half (1-1/2) of his/her straight time for all hours actually worked on a designated holiday.

Section 6. Meal Periods. Generally employees shall be granted a non-duty meal period of one-half (1/2) hour during each workday. However, employees required to be on duty during a meal period will be compensated.

Section 7. Rest Periods. Employees shall be provided a fifteen (15)-minute rest period for each four (4) hours worked. Whenever possible, employees will be allowed to take their rest period away from the immediate work area. Any employee who feels unable to take a rest period due to operational requirements will advise their supervisor as soon as they are aware of the potential problem. In recognition of the need for the benefit of rest breaks, the supervisor will take all possible steps to provide the rest break. If the supervisor cannot provide a rest break, the employee will be compensated at the nurse's regular straight time rate of pay.

Section 8. Trading of Shifts. Employees will be allowed to trade shifts within forty (40) hour, one (1) week periods, provided that no overtime or penalty payments result. Employees shall notify their supervisor of such trades prior to the shift being worked. Once employee provides the notification, employee agrees to waive any contractual overtime or penalties which might otherwise have applied.

Section 9. Weekend Scheduling.

a. It is the policy of the Agency to schedule those employees who so desire every other weekend off, with the exception of those employees who are hired or bid into work schedules calling for consecutive weekend work, or employees who agreed in writing to work a permanent rotating schedule. Employees with every other weekend off schedules who voluntarily express a desire, in writing, to work consecutive two (2) day weekends when work is available may be scheduled to do so. Such employees who have volunteered to work consecutive weekends may withdraw such authorization upon two (2) weeks written notice.

b. For purposes of this Section, the weekend begins with the night shift on Friday and runs through the end of the swing shift on Sunday.

ARTICLE 14. ON-CALL

Section 1. Requirements. An employee shall be on-call when he/she is available for work outside of her/his working hours and meets all of the following conditions:

- a. Qualified employees will be offered the assignment on a rotating basis
- b. The employee must be available at a predetermined telephone number for Agency contact at any time during the specified on-call period; and
- c. The employee must be available to report for work within a reasonable period of time following contact by the Agency.

Section 2. Pay. Employees meeting the above conditions shall be paid the equivalent of one (1) hour of their base rate of pay for every eight (8) hours of on-call time. Employees meeting the above conditions shall be paid the equivalent of one and one-half (1-1/2) hour of their

base rate of pay for every eight (8) hours of on-call time on holidays as designated in Article 44.

Section 3. No employee is eligible for any premium pay compensation while on on-call duty. On-call duty time shall not count as time worked in computation of overtime hours worked, but on-call pay shall be included in the calculation of the overtime rate of pay.

ARTICLE 15. OVERTIME

Section 1. Work Time. All time for which an employee is compensated at the regular straight time rate of pay except unscheduled leave for illness/injury, standby time or on call time, but including holiday time off, compensatory time off, and other paid leave shall be counted as time worked. However, when an employee is mandated to work OT on her/his regularly scheduled day off, unscheduled leave for illness/injury shall be included in the time worked.

Section 2. Overtime. Overtime shall be paid at the rate of one and one-half (1-1/2) times the employee's step wage plus applicable differential(s) and other pay as required by federal and State law. Overtime will be calculated in the following manner:

- a. Overtime for employees on regular work schedules is time worked in excess of eight (8) hours per day or forty (40) hours per workweek.
- b. Overtime for employees on alternate work schedules is time worked in excess of the daily scheduled work shift or forty (40) hours per workweek, except that when a twelve (12) hour employee chooses to attach his/her four (4) hour block to his/her shift the daily overtime does not begin until sixteen (16) hours have been worked.
- c. Overtime for employees on flexible work schedules is time worked in excess of the scheduled hours each day or forty (40) hours per workweek.
- d. Time worked beyond regular schedules by employees scheduled for less than eight (8) hours per day or forty (40) hours per week is additional straight time worked rather than overtime until work exceeds eight (8) hours per day or forty (40) hours per week within the employees' basic workweek.

No application of this Article shall be construed or interpreted to effect a "pyramiding" of overtime, i.e., time and one-half (1-1/2) of time and time and one-half (1-1/2).

Section 3. Opportunities to work extra shifts or overtime shall be equitably rotated among those employees desiring to work extra shifts or overtime. A rotation list shall be maintained at each facility.

Section 4. Mandatory Overtime.

a. The Agency may not require an employee to work overtime until the Agency makes reasonable effort to utilize other registered nurses or other qualified employees to work those unfilled hours or shifts. The Agency shall solicit volunteers to work additional hours in the following order, before requiring an employee to work mandatory overtime:

- i. Temporaries or on call
- ii. On-duty RN volunteer
- iii. In-house off-duty RN volunteer (according to rotation list)
- iv. SOCP only: Extended list RN volunteer
- v. On-duty LPN
- vi. In-house off-duty LPN volunteer
- vii. Agency Nurse

viii. From a current rotation list: Assigned to the least senior nurse on duty who has not worked mandatory overtime during the current rotation. When a nurse volunteers for and works at least three and one-half (3-1/2) hours of overtime, she/he will be placed at the bottom of the current rotation list. Management has the right not to accept volunteers for partial shifts; however, employees may agree to voluntarily split an

b. Should the Agency be unable to find other registered nurses or other qualified employees to work the unfilled hours or shifts the Agency may require an employee to work one (1) hour beyond the employee's agreed-upon shift, one (1) hour more than forty-eight (48) hours in the employee's workweek, or one (1) hour more than twelve (12) consecutive hours in a twenty-four (24) hour period, if:

- i. A staff vacancy for the next shift becomes known at the end of the current shift without time for the Agency to find replacement staff pursuant to the list above; or
- ii. There is a potential harm to an assigned patient if the employee leaves the assignment or transfers care to another.

c. Mandating requirements will be shared equitably among all ONA represented employees at the worksite subject to the operating needs of the agency. An employee shall not be mandated following the last shift worked prior to a previously approved leave.

d. This section does not apply to nursing staff needs:

- i. In the event of a national or state emergency or circumstances requiring the implementation of a facility disaster plan, or
- ii. In an emergency circumstance identified by the Department of Human Services by rule.

Section 5. Posting Requirements. The mandatory overtime procedures will be posted and the list updated whenever there is a change to the list. Seniority lists will be maintained and newly hired employees will be added to the rotation list when they have completed trial service at EOTC and BMRC, and completed orientation at SOCP.

Section 6. Break Between Shift. When an employee is required or volunteers to work a second consecutive full shift and when that fact was not known to the employee prior to beginning of the first shift, then upon request, up to one (1) hour of paid time will be allowed between the shifts. The purpose of this time is to make arrangements necessary when the worker is to be away from home unexpectedly at the direction of the Agency.

It is, of course, recognized that bona fide emergencies may exist that would preclude granting the time off. Such instances will, however, be held to a minimum and only genuine emergencies will prevent the allowance of such time. When such time is denied between shifts, such time will be allowed at the earliest possible time in the subsequent shift.

ARTICLE 16. REPORTING TIME

Section 1. Reporting Pay. An employee who is scheduled for work and reports to work and there is no work will be paid for a minimum of four (4) hours or one-half (1/2) of his/her scheduled shift, whichever is lesser. However, unless an employee is notified during the first two (2) hours of his/her work period that his/her shift is being curtailed, he/she will be paid for the remainder of his/her scheduled shift. This obligation to pay will not apply when interruptions of work are caused by an Act of God. Nothing herein contained is intended to deny the Agency the right to require the employee to work during the period for which he/she

is being paid.

Section 2. Call Back Pay. An employee who is called back to work or to attend a meeting scheduled by the Agency outside his/her scheduled work shift shall be paid a minimum of the equivalent of two (2) hours' pay at the appropriate rate of pay for time worked computed from when the employee actually begins work or meeting. An employee who arrives for a meeting that was cancelled and who was not informed of the cancellation shall be eligible for the minimum of two (2) hours pay.

ARTICLE 17. ATTENDANCE RECORDS

Section 1. Records. The Agency shall maintain an adequate set of employee records for the purpose of recording attendance. These records shall include the following information:

- a. Attendance on official duty;
- b. Vacation time earned, used and accrued, and
- c. Any other leave with or without pay.

Section 2. Records Inspection. An individual employee, or the employee's official representative, shall be permitted to inspect his/her attendance records.

ARTICLE 18. SALARY

Section 1. Effective July 1, 2007 salary rates shall be increased three percent (3%). (See Appendix B – Salary Schedule.):

Section 2. Effective July 1, 2007 salary rates shall be increased from Salary Range 25 to Salary Range 28 (See Appendix B – Salary Schedule).

Implementation of this selective salary range adjustment shall be on a least cost basis. All employees will retain their current salary rate in the new salary range except employees whose current rate is below the first step of the new range shall be moved to the first step in the new range and a new salary eligibility date of July 1, 2008 will be assigned. Further advancement in the range shall be as allowed by contract. For an employee whose rate is within the new salary range but not at a corresponding salary step, his/her salary shall be adjusted to the next higher rate closest to their current salary effective July 1, 2007.

Section 3. Effective November 1, 2008, salary rates shall be increased three and two-tenths (3.2%). (See Appendix B – Salary Schedule).

Section 4. Baccalaureate/Masters Degree in Nursing. Any nurse who possesses a Baccalaureate Degree in Nursing shall receive an additional four and seventy-five one hundredths percent (4.75%) of his/her salary rate and any nurse who possesses a Master's Degree in Nursing shall receive an additional nine and five-tenths percent (9.5%) of his/her salary rate. The differentials are based on a five-tenths percent (.5%) of his/her salary rate. The differentials are based on a full-time employee and will be prorated for part-time employees on the basis of hours paid.

Section 5. Baccalaureate/Masters Degree. All members of the bargaining unit employed as of September 9, 1987, with a Bachelors Degree in any subject will receive an additional four and

seventy-five one hundredths percent (4.75%) of his/her salary rate for the length of their current employment. All members of the bargaining unit employed as of September 9, 1987, with a Masters Degree will receive an additional nine and five-tenths percent (9.5%) of his/her salary for the length of their current employment. Any RN returning to state service at any time will receive differentials only for degrees in nursing.

ARTICLE 19. WORKERS COMPENSATION

Section 1. When an employee chooses any of the options #1-#4 below, salary paid for a period of sick leave resulting from a condition incurred on the job and also covered by Workers' Compensation, shall be equal to the difference between the Workers' Compensation for lost time and the employee's regular salary rate. In such instances, prorated charges will be made against accrued sick leave, and/or vacation leave, and/or compensatory time:

Option #1 – An employee may choose to use accrued sick leave during the period in which Workers' Compensation is being received.

Option #2 – An employee may choose to use accumulated compensatory time during the period in which Workers' Compensation is being received.

Option #3 – An employee may choose to use accumulated vacation time during the period in which Workers' Compensation is being received.

Option #4 – An employee may choose to use any combination of Options #1, #2, and/or #3 during the period in which Workers' Compensation is being received.

Option #5 – An employee may choose not to use any accumulated leave time during the period in which Workers' Compensation is being received. If an employee chooses this option, they will be placed on approved sick leave without pay status.

An employee shall choose which option(s) they want to use within the pay period in which their compensable time loss from work begins. Once they have chosen their option(s), a change in options may be made once every full three (3) months during the period of time the employee is on compensable injury leave status.

When an employee chooses any of the options #1-4 above, and when that accumulated time is exhausted, they will be placed on approved sick leave without pay status during the period in which Worker's Compensation is being received.

Section 2. Insurance Coverage While Injured. The Employer will provide health insurance benefits in compliance with ORS 659a.060-659a.066. The Employer will provide health insurance benefits to an employee which has been injured on the job and has a bona fide SAIF claim. The employer will pay the employee's contribution toward the injured employee's health insurance for a maximum of twelve (12) months from the date of injury.

Section 3. Seniority. In accordance with state law, employees will continue to accrue seniority during the period in which workers' compensation is being received.

Section 4. Return to Temporary Modified Duty With Restrictions. An employee who has sustained a compensable on-the-job injury, and who is released by the attending physician for return to a temporary modified assignment, shall be eligible to return to work as provided in Department of Administrative Services Statewide Policy #50.020.05 - Early Return to Work of Injured Workers. Such short term assignments must be in accordance with the limitations established by the attending physician and shall be made without regard to

procedures for Lateral Transfers. If the employee refuses such assignment, the Agency will notify SAIF of the refusal.

Section 5. Return to Regular Duty With or Without Restrictions. An injured worker who has been released by the attending physician to return to regular duty may demand reinstatement to his/her former position or reemployment to an available, suitable position as provided in Department of Administrative Services Statewide Policy #50.020.03 - Reinstatement and Reemployment of Injured Workers. Certification by the attending physician that the physician releases the employee to return to his/her regular employment shall be prima facie evidence that the employee should be able to perform such duties without restrictions or with specified restrictions on a permanent basis. This does not, however, preclude the Employer from obtaining further information relative to the employee's condition.

Employees changing their work assignments under the provisions of this Section are not subject to Lateral Transfers or Promotions procedures. The Association shall be notified of such transfers.

ARTICLE 20. PERS "PICK-UP"

Section 1. Public Employee Retirement System ("PERS") Members.

For purposes of this Section 1, "employee" means an employee who is employed by the State on August 28, 2003 and who is eligible to receive benefits under ORS Chapter 238 for service with the State pursuant to Section 2 of Chapter 733, Oregon Laws 2003.

Retirement Contributions. On behalf of employees, the State will continue to "pick up" the six percent (6%) employee contribution, payable pursuant to law. The parties acknowledge that various challenges have been filed that contest the lawfulness, including the constitutionality, of various aspects of PERS reform legislation enacted by the 2003 Legislative Assembly, including Chapters 67 (HB2003) and 68 (HB2004) of Oregon Laws 2003 ("PERS Litigation"). Nothing in this Agreement shall constitute a waiver of any party's rights, claims or defenses with respect to the PERS Litigation.

Section 2. Oregon Public Service Retirement Plan Pension Program Members.

For purposes of this Section 2, "employee" means an employee who is employed by the State on or after August 29, 2003 and who is not eligible to receive benefits under ORS Chapter 238 for service with the State pursuant to Section 2 of Chapter 733, Oregon Laws 2003.

Contributions to Individual Account Programs. As of the date that an employee becomes a member of the Individual Account program established by Section 29 of Chapter 733, Oregon Laws 2003 and pursuant to section 3 of that same chapter, the State will pay an amount equal to six percent (6%) of the employees monthly salary, not to be deducted from the salary, as the employees' contribution to the employee's account in that program. The employee's contributions paid by the State under this Section 2 shall not be considered to be "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to Section 32 of Chapter 733, Oregon Laws 2003.

Section 3. Effect of Changes in Law (Other than PERS Litigation).

In the event that the State's payment of a six percent (6%) employee contribution under Section 1 or under section 2, as applicable, must be discontinued due to a change in law, valid

ballot measure, constitutional amendment, or a final, non-appealable judgment from a court of competent jurisdiction (other than in the PERS Litigation), the State shall increase by six percent (6%) the base salary rates for each classification in the salary schedules in lieu of the six percent (6%) pick-up. This transition shall be done in a manner to assure continuous payment of either the six percent (6%) contribution or a six percent (6%) salary increase.

ARTICLE 21. PER DIEM DIFFERENTIAL

Section 1. There shall be a per diem differential of fifteen percent (15%) of the base hourly rate for all hours worked. This differential is in lieu of insurance benefits, if any, and paid time off. Paid time off as used in this Article shall not include compensatory time. This differential shall not be included in the base for calculation of overtime pay.

Section 2. To be eligible for the per diem differential, an employee must average less than twenty (20) hours of work per week in a calendar quarter. Such employees who work at least thirty-two (32) hours per month but less than one-half (1/2) time may elect to receive either the per diem differential or insurance benefits, if any, and paid time off. Employees who work fewer than thirty-two (32) hours per month shall be paid the per diem differential.

ARTICLE 22. DIFFERENTIALS

Section 1. Shift Differential.

a. Eligibility.

(1) Evening Shift Differential. Employees shall be eligible for the evening shift differential when at least one-half (1/2) of the scheduled hours of their work shift fall between the hours of 3:00 p.m. and 11:00 p.m., except that twelve (12) hours day shift employees shall be eligible for evening shift differential for four (4) hours of the workday.

(2) Night Shift Differential. Employees shall be eligible for the night shift differential when at least one-half (1/2) of the scheduled hours of their work shift fall between the hours of 11:00 p.m. and 7:00 a.m., except that twelve (12) hour night shift employees will be eligible for night shift differential for eight (8) hours and four (4) hours of evening shift differential.

(3) Weekend Shift Differential. Weekend differential shall be paid for all hours worked on a weekend day. Employees shall be eligible for the weekend differential for all shifts worked beginning with night shift Friday through swing shift Sunday.

(4) Eligibility for shift differential for extra hours worked beyond the twelve (12) hour shift will be based on those hours only and in accordance with this Article.

b. The shift differential shall apply to all hours worked during that shift.

c. Shift differentials shall be applied to base rates in computation of payments for overtime.

d. The differential shall be as follows:

Evenings	Nights	Weekends
\$1.85	\$2.25	\$1.60

Section 2. Work Performed in a Higher Classification.

All employees who are assigned the work of a position of higher classification shall receive a five percent (5%) differential. Such compensation shall be for all actual hours of

work at a higher classification beginning from the first day of the assignment for the full period of the assignment.

Notwithstanding the provisions of this Section, if the higher level duties assigned are part of the basic job description but are performed for a period of more than fifteen (15)-consecutive days, such compensation shall be for all actual hours of work at a higher classification beginning from the first day of the assignment for the full period of the assignment.

ARTICLE 23. POSITION DESCRIPTION AND WORK PLANS

Section 1. Position Descriptions. Position descriptions shall be reduced to writing and delineate the specific duties assigned to an employee's position. A dated copy of the position description shall be given to the employee upon assuming the position and at such time as the duties of the position are substantially changed. Nothing contained herein shall compromise the right or the responsibility of the Agency to assign work consistent with the class specifications.

Position descriptions shall be reviewed annually at the time of the performance appraisal and the employee shall receive a copy if updated.

Section 2. Work Plans.

a. When an employee makes a written request to his/her supervisor for a work plan, or a supervisor initiates a work plan, the supervisor and employee shall mutually develop such a work plan within a reasonable period of time. Each work plan shall delineate job requirements, expectations or objectives requested by either the supervisor or the employee. Nothing contained herein shall compromise the right of the employee during the process of reaching agreement on the work plan to demand a reasonable workload.

b. If, after reasonable discussion with the supervisor, an employee refuses to agree to the work plan, the portions of the work plan that the supervisor and the employee have agreed upon shall become the mutually developed work plan. The supervisor shall then discuss the problem areas with the employee, reduce the discussion to writing with a copy to the employee and notify the employee the full work plan is in force, and allow the employee time for corrective action.

c. Whenever there is a substantial increase in workload or a directive is issued by the Agency that could cause the employee to substantially deviate from the previously agreed on work plan, the employee may initiate and the supervisor and the employee shall mutually develop an adjustment of the work plan to set priorities which allow the employee to carry out the changes necessary.

ARTICLE 24. PERFORMANCE APPRAISAL

Section 1. The employee will be rated by his/her immediate supervisor. The performance appraisal will be reviewed by the next higher level supervisor. The rater will discuss the performance appraisal with the employee. The employee shall have the opportunity to provide his/her comments to be attached to the performance appraisal. The employee shall sign the performance appraisal and that signature shall only indicate that the employee has read the performance appraisal. A copy shall be provided the employee at this time.

If there are any changes or recommendations to be made in the performance appraisal after the rater has discussed it with the employee, the performance appraisal shall be returned

to the rater for discussion with the employee before these changes can be made. The employee shall have the opportunity to comment on these changes. The employee shall sign the new performance appraisal and that signature shall only indicate that the employee has read the performance appraisal. A copy shall be provided the employee at this time.

All comments by the employee shall be attached to the performance appraisal. The submission of any comments shall not abridge the right of the employee to grieve the performance appraisal.

Section 2. Every employee shall receive a performance appraisal at the end of a trial service period, and at least annually thereafter by the employee's eligibility date even if the employee is at the maximum rate for his/her class.

Section 3. Performance shall be measured using the following criteria:

- a. Classification specifications developed and promulgated by the Human Resource Services Division of the Department of Administrative Services;
- b. An individual position description, reduced to writing;
- c. A written work plan when applicable;
- d. Written memorandum, when necessary; and
- e. Disciplinary action under Article 64, Discipline and Discharge.

These criteria shall be the primary factors upon which an employee's performance is judged and upon which annual performance pay decisions are determined.

Section 4. No salary denial may be based upon any factor other than those listed above, except a denial based upon a disciplinary action.

ARTICLE 25. SALARY ADMINISTRATION

Section 1. Merit Salary Increases. Employees shall be eligible for merit salary increases at the first of the month following:

- a. Completion of the initial twelve (12) months of service;
- b. Completion of a trial service following promotion; and
- c. Annual periods after (a) or (b) above until the employee has reached the top of the salary range.

Merit salary increases shall be made upon recommendation of the employee's immediate supervisor based on a performance-based system and approval of the Appointing Authority. Employees shall receive a merit salary increase on their eligibility date if the employee is not at the top of the salary range, and provided the employee's performance has not been deficient. Employees who do not receive an annual merit salary increase shall receive timely notice of deficient performance or conduct during the evaluation period. Employees shall receive timely notice of deficient performance or conduct during the evaluation period. Employees shall receive a notice related to the deficiencies as they are noted prior to the completion of the performance evaluation period. Such notice shall provide the employee with reasonable opportunity to correct the problem prior to the end of the evaluation period. If a merit increase is not granted on the eligibility date, the employee's eligibility date is retained no longer than eleven (11) months. If the increase is subsequently granted within eleven (11) months, it shall be effective on the first of the following month and shall not be retroactive.

Section 2. Rate of Pay Upon Promotion. An employee who is promoted shall be given an immediate increase to the new salary range, which increase shall be no less than four percent (4%). The employee's salary eligibility date shall be the first of the month following the six (6)-month promotional trial service period in the higher classification, and annually thereafter.

Section 3. Salary on Demotion.

a. When a trial service employee voluntarily demotes to a job classification with a lower salary range, the new rate of pay will be at that step in the new range the employee would have attained had he/she not served in the higher classification. If the employee had an eligibility date for a merit salary increase in the lower class, it shall be retained if the employee is not at the top of the new salary range.

b. When a regular employee accepts a demotion, the salary rate shall not be changed if within the range of the new classification. At the employee's next eligibility date, the employee shall be eligible for an increase which shall be to an established rate in the range and equal to at least one (1) full step in that range. If the old rate is above the highest step for the new salary range, the rate shall be at the highest step in the lower range.

c. When an employee is demoted for disciplinary reasons, the new rate of pay will be at a step in the lower range set by terms of the disciplinary action.

Section 4. Rate of Pay Upon Upward Reclassification. When an employee is non-competitively advanced because of reclassification of his/her position, he/she shall be given an immediate increase to the new salary range, which increase shall be no less than four percent (4%). The employee's salary eligibility date shall be the first of the month following twelve (12) months in the higher classification and annually thereafter.

Section 5. Effect Of Leave Without Pay. Time spent on leave without pay in excess of fifteen (15)-consecutive calendar days shall not be considered as service in determining the employee's eligibility date for a salary increase unless such time has been spent on leave resulting from a job incurred disability.

ARTICLE 26. TRAVEL AND MILEAGE ALLOWANCE

Reimbursements and procedures will be in accordance with Oregon Accounting Manual, Policy No. 40.10.00PO, and its successors. The intent of this language is that changes in this policy will be automatically incorporated into this contract Article.

ARTICLE 27. MEALS

Section 1. If an employee is authorized to work four (4) or more hours into a consecutive shift, the Agency will:

- a. Provide a meal to be served at the regular mealtime of the institution or, if the shift includes no such time, at a time mutually acceptable to the supervisor and employee, or
- b. Pay employee five dollars and fifty cents (\$5.50) if the Agency is unable to provide the meal, or
- c. Give an employee one (1) hour of paid time off between shifts upon employee's request to allow an employee to tend to personal business or to take a meal break. When a bona fide emergency exists that precludes Agency granting the

time off between shifts, Agency will allow such time at the earliest possible time in the subsequent shift.

Section 2. This Section shall not apply if employee is eligible for payment under the Article on Travel and Mileage Allowance.

Section 3. The payment of cash or the provision of a meal is not included in the base rate of pay.

ARTICLE 28. PARKING

The parties agree that any changes in parking rates for State employees at any State owned and operated parking facility shall provide the opportunity for the Association to participate in the determination of such rates. The Association will be afforded the opportunity to offer suggestions, make recommendations and introduce any data deemed appropriate.

ARTICLE 29. CLASS SPECIFICATIONS

Class specifications shall include a class title, and a description of the duties and responsibilities of the work.

ARTICLE 30. REVIEW OF CLASSIFICATION SERIES

Section 1. The Department of Administrative Services, Human Resource Services Division shall notify the Association of intended classification studies prior to submitting the proposal under Section 2 of this Article.

Section 2. Whenever a change in class specifications or a new classification is proposed, it is agreed that the Department of Administrative Services, Human Resource Services Division will submit the proposal to the Association to provide opportunity for its review and comments. Within thirty (30) days of its receipt of the proposal, the Association may meet with the Division and may present arguments and recommendations where there are objections raised on behalf of the represented employees. Any extension of time specified shall be mutually agreed to in writing.

Section 3. The Association may recommend classification studies to be conducted by the Department of Administrative Services, Human Resource Services Division indicating the reasons for the need for such studies.

ARTICLE 31. RECLASSIFICATION PROCEDURE

Section 1. The parties shall use the following procedure to process reclassification requests initiated by an employee or the Association.

a. A completed Position Description Form (PD124) and a written explanation for a proposed reclassification request shall be submitted to the Agency Personnel Department.

b. The Agency Personnel Department shall conduct a classification audit and review the merits of the request. The Association shall have an opportunity before the thirty (30)-day decision date to meet with the Agency Personnel Department to present arguments

and recommendations where there are objections to the proposed reclassification. Within thirty (30) days after receipt of a reclassification request the Agency Personnel Department shall notify the Association of its decision. The parties may extend the time limit by mutual written agreement in those instances where the review process or other extenuating circumstances require additional time for analysis.

c. In instances where the Agency Personnel Department denies the request, the employee may appeal the decision within fifteen (15) days to the Agency Head.

d. If approved, the effective date of a reclassification implemented under this Article shall not be later than thirty (30) days from the date of filing the request with the Agency Personnel Department.

e. When an employee is non-competitively advanced because of reclassification of his/her position, he/she shall be given an increase in accordance with the provision of Article 25, Salary Administration, Section 2, Rate of Pay Upon Promotion.

f. The Agency Personnel Department shall furnish position description forms at the request of the Association.

Section 2. When an Agency initiates an upward reclassification of a position, the affected employee shall be notified in writing.

Section 3. If a reclassification request that is approved by the Agency does not receive Department of Administrative Services or legislative approval, the duties of the position will be restructured to conform to the prior classification. The employee shall be paid the rate of pay of the higher level classification from the first of the month following the month in which the reclassification request was received by the Agency to the date the duties were removed.

ARTICLE 32. DOWNWARD RECLASSIFICATION

Section 1. The Agency Personnel Department shall notify an incumbent employee and the Association in writing sixty (60) days in advance of a downward reclassification of a position and the specific reasons for the action.

Section 2. When an employee is reclassified downward, the employee's rate of pay shall be that of the last salary rate earned in the salary range of the previous classification. It shall remain at that rate until a rate in the salary range of the new classification exceeds it, at which time the employee's salary will be adjusted to that rate and the salary review and eligibility date will be established one (1) year from that date provided the employee is not at the maximum of the salary range to which the employee was reclassified.

ARTICLE 33. RETURN TO CLASSIFIED SERVICE FROM EXEMPT OR UNCLASSIFIED SERVICE

Section 1. A regular employee who is appointed to a position in the unclassified or exempt service or a regular employee whose position is placed in the unclassified or exempt service by statute shall, after separation from the unclassified or exempt position, have the right to return to a position in the same Agency and in the same class as the position last held in the classified service provided that a request is made within thirty (30) days from the date of separation. Should there be no vacant position available, a layoff shall occur. Should the employee who is seeking to return to the classified service have the least service credit among

those in the class, that employee shall be laid off and his name shall be placed in order of service credit on both the Agency layoff list and reemployment list for the class in which the layoff occurred.

Section 2. If an employee returns to classified service from exempt or unclassified service, the employee shall, upon return to a position, regain all bargaining unit seniority less the time served in exempt or unclassified service.

ARTICLE 34. REINSTATEMENT AFTER SEPARATION

A former regular or trial service employee who has separated in good standing may be reinstated to a position in his/her former class and division within two (2) years following the date of separation. However, a former employee shall not be reinstated if qualified persons are on layoff from the class and division or organization unit where the vacancy exists.

ARTICLE 35. PERSONNEL ADMINISTRATION

Section 1. Credit for Previous Experience. Employees who are qualified by virtue of previous experience, clinical expertise, or advanced education may be paid above the beginning rate of pay for the classification at the discretion of the Employer. Applicants for nurse positions who were previously employed by the Employer in a related classification will be advised of the limitations of the applications of this Section.

Section 2. Exit Interview. Employees terminating employment with the Employer are urged to request and will be granted an exit interview with their supervisor, the Director of Nursing, or the Personnel Officer.

Section 3. Nurse Supervision. RNs in the nursing service and covered by this Agreement shall be supervised and evaluated for their professional performance by supervisors who are registered nurses. This Section does not preclude information from other personnel being used in the supervisory and evaluation process.

ARTICLE 36. INSPECTION OF PERSONNEL RECORDS

Section 1. An employee may, upon request, inspect the contents of his/her official Agency personnel files except for confidential reports from previous employers. If the files are kept at a separate facility, the employee shall be, as determined the more feasible by the Agency, either allowed time to go to where the file is kept or an arrangement shall be made to bring the file to the employee within five (5)-working days or as soon as possible thereafter. Upon an employee's written request, his/her Nurse Representative may inspect the employee's personnel file.

Section 2. Records pertaining to an individual's qualifications, personnel actions, performance evaluations, commendations, warnings, or other disciplinary matters shall be contained in the personnel file. Excluding major infractions, the Employer may not use any information in any disciplinary action regarding any employee unless that information is included within the personnel file.

Section 3. No information reflecting critically upon an employee shall be placed in the employee's personnel files that does not either bear the signature of the employee or a certified mail receipt, except notice of discharge. The employee shall be required to sign material to be placed in his/her personnel files 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. The employee's signature does not indicate agreement or disagreement with the contents of this material."

If an employee is not available or refuses to sign the material, the Agency may place the material in the files provided a statement has been signed by two (2) management representatives and a copy of the document was mailed by certified mail to the employee at his/her address of record.

Section 4. Material reflecting caution, consultation, warning, admonishment or reprimand shall be removed from the personnel file after two (2) years provided there have been no incidents of a similar nature in the interim. Earlier removal may be permitted when requested by the employee and approved by the Appointing Authority.

Section 5. If any material reflecting critically on an employee is proven to be incorrect, it shall be corrected or removed upon request. Employees shall be entitled to prepare a written explanation or opinion regarding any critical material placed in his/her personnel file. The employee explanation or opinion shall be attached to the critical material and shall be included as part of the employee's personnel record until the critical material is removed.

Section 6. An employee may include in his/her personnel file a reasonable amount of relevant material he/she wishes, such as letters of favorable comment, licenses, certificates, college course credits, or other material which relates creditably on the employee. This material shall be retained for a minimum of two (2) years.

Section 7. The Agency shall not retain in an employee's personnel file material relating to grievances, disciplinary actions recommended but not taken, or disciplinary actions which have been overturned on appeal.

ARTICLE 37. TRIAL SERVICE

Section 1. All employees shall serve an initial trial service period of six (6) months. All employees rehired after twelve (12) months of separation, and all employees promoted to a higher classification shall serve a trial service period of six (6) months.

Section 2. Transfer During Trial Service.

a. Transfer Within the Same Agency. An employee who is transferred to another position covered by this Agreement in the same classification, or to a different classification at the same or lower level, prior to the completion of the employee's trial service period shall complete the remainder of his/her trial service period in the latter position.

b. **Transfer to Another Agency Covered by This Agreement.** An employee who is transferred to another position covered by this Agreement in the same classification, or to a different classification at the same or lower level, prior to the completion of the employee's trial service period shall serve a six (6)-month trial service period in the latter position without regard to service in the former position.

c. Nothing in this Section shall limit an employee's eligibility for a salary increase.

Section 3. Removal From Trial Service. An employee may be removed during the trial service period if he/she displays an unwillingness or inability to perform the duties of a position satisfactorily; if he/she displays habits or dependability that do not merit his/her continuance in the service or classification; or because of lack of funds or work. Upon removal, the Agency shall forthwith notify in writing the employee removed and the Association of the action and the reason therefore.

An employee serving his/her initial trial service and an employee rehired after twelve (12) months of separation shall not have the right to grieve his/her trial service removal.

An employee who is serving trial service as a result of a promotion shall not have the right to grieve his/her removal from the promoted position. However, he/she shall have the right to return to an available position in his/her former work unit.

Section 4. Effect of Leave Without Pay on Trial Service Period. An employee's trial service period shall not be extended except in instances where an employee's leave without pay exceeds fifteen (15)-consecutive calendar days. When such leave without pay exceeds fifteen (15)-consecutive calendar days, the trial service period shall be extended by the number of days of the leave without pay.

ARTICLE 38. FILLING OF POSITIONS

Section 1. Posting of Bargaining Unit Positions. Bargaining unit positions in each Agency covered by this Agreement which become available shall be posted on a designated bulletin board(s) for a minimum of five (5)-calendar days to include at least one (1) weekend day. Vacant unit positions shall be offered first to employees within the same class and job assignment within the Agency who meet the qualifications for the job and make timely application for the opening. Such job postings shall include the work unit and qualifications for the job. Interested applicants may apply at the location specified in the notice. In cases where applicant's experience and qualifications are substantially equal, the principle of seniority shall be the deciding factor.

Section 2. Agency Promotional Opportunities. All positions in the bargaining unit that represent possible promotional opportunities for existing staff will be posted on a designated bulletin board(s) for a minimum of five (5)-calendar days to include at least one (1) weekend day. All interested applicants including employees shall apply at the locations specified. In

cases where applicant's experience and qualifications are substantially equal, the principle of seniority shall be the deciding factor.

Section 3. Bidding on Shifts or Unit. For EOTC and BMRC, qualified employees who apply in writing to change shifts or units within their Agency shall be given preference in order of seniority within their Agency when such vacancies occur.

For SOCP, in-home seniority shall be first considered, followed by Agency seniority, followed by state service seniority, followed by open competition.

Section 4. Employees may apply for any entry level position or apply to change from one entry level position to another entry level position after having served one-hundred and eighty (180) days in their most current position. This restriction shall not apply to application for promotion or where management, in its discretion, believes that operations will be positively served by the waiver.

Section 5. After the internal bidding process has been completed, vacant bargaining unit positions from each Agency shall be posted at Agencies.

ARTICLE 39. LIMITED DURATION APPOINTMENT

Section 1. Limited duration appointments may be made for special studies or projects of uncertain or limited duration, which are subject to the continuation of a grant, contract, award or legislative funding for a specific project. In addition, limited duration appointments may be made under the following conditions:

- a. The incumbent in a permanent position is temporarily on a job rotation, limited duration appointment, or extended leave.
- b. A permanent position is vacated in a class where reduction in positions is projected to occur.
- c. The position is known to have limited work and funding, not to exceed two (2) years.

Limited duration appointments made under the provisions of this Section will be ended prior to the layoff of any permanent employee in the same classification.

Section 2.

- a. No newly hired person on a limited duration appointment shall be entitled to any layoff rights under this Agreement.
- b. An employee appointed from regular status in the Agency to a limited duration appointment in the Agency shall be reinstated to his/her former position, if available, in the Agency when the limited duration appointment is terminated. An employee from regular status who is unable to return to his/her former position at the end of the limited duration appointment shall be laid off.

Section 3. A person accepting a limited duration appointment shall be notified of the conditions of the appointment and acknowledge in writing that they accept that appointment under these conditions. Such notification shall include the following:

- a. That the appointment is of limited duration;
- b. The appointment may cease at any time;
- c. That persons who accept a limited duration appointment shall have no layoff rights under this Agreement except those under Section 2(b) of this Article.
- d. That in all respects, limited duration appointees have all rights and privileges of other classified employees including but not limited to wages, benefits, seniority and service credit accrual, and Association representation under this Agreement.

ARTICLE 40. LAYOFF AND RECALL

Section 1. A layoff is defined as a separation from the service because of shortage of funds or materials, abolishment of position, or for other involuntary reasons not reflecting discredit on an employee. An employee shall be given written notice of a pending layoff at least fifteen (15) days before the effective date, stating the reasons for the layoff.

Section 2. Temporary Interruption of Employment. Temporary layoff is defined as a temporary interruption of employment because of lack of work or unexpected or unusual reasons which does not exceed four (4) shifts per month, and twenty (20) shifts per year, per employee. Temporary layoff is different than permanent layoff as defined in Section 1 of this Article, because at the termination of such conditions giving rise to the temporary layoff, employees are to be returned to employment. Such temporary interruptions of employment shall be recorded and reported as temporary layoff without pay, but seniority and other fringe benefits shall continue without interruption. Where an FLSA-exempt employee is temporarily laid off for less than one (1) full workweek, that time shall not be recorded as leave without pay.

In cases of any such temporary layoff, reductions shall take place in the affected nursing unit in the following order: (a) volunteers; (b) temporary; (c) trial service; and (d) regular employees. Trial service and regular employees are to be temporarily laid off on a rotational basis, beginning with the least senior employee scheduled on a shift in the work unit.

An employee (other than a volunteer) shall be given notice sixteen (16) hours prior to the beginning of the scheduled shift from which he is to be temporarily laid off, or be paid for that scheduled shift.

Section 3. Layoff Procedure. The Agency may lay off either part-time or full-time employees within a job classification according to the following procedure (job-share employees shall be considered part-time employees):

- a. The Agency shall determine the specific position to be vacated;
- b. Separate lists will apply to full-time and part-time employees in a classification;
- c. The employee and the Association shall be given written notice of the pending layoff at least fifteen (15) calendar days before the effective date, stating the reason(s) for the layoff; and
- d. The layoff will occur in the following order within the affected Agency.
 - (1) Volunteers;
 - (2) Temporary employees;
 - (3) Trial service employees; and
 - (4) Regular employees in inverse order of service credit.

For EOTC and BRMC layoff will be by each Agency. For SOCP the following units are established for layoff:

- (1) Salem metropolitan Area;
 - (2) Portland Metropolitan Area; and
 - (3) Any new area established outside of Salem or Portland.
- e. No bargaining unit member shall be displaced as a result of use of contract services (e.g., "agency" nurses).

Section 4. Tie Breaking. If it is found that two (2) or more employees in the Agency in which the layoff is to be made have equal seniority then the greatest length of continuous service in

the Agency shall be used. If ties between employees still exist, the order of layoff shall be determined by the Agency in such a manner as to conserve for the State the services of the most qualified employees.

Section 5. Layoff Options. A regular employee who is about to be laid off or whose position is eliminated may displace an employee in the same classification or demote and displace an employee in the Agency in a lower classification provided:

- a. The employee has more seniority than the employee in the classification being displaced; and
- b. The employee meets the qualifications for the position.

In order to displace someone per the provisions of this Section, the employee must notify the Agency Personnel Director of his/her choice within five (5)-calendar days of the receipt of the layoff notice.

Section 6. Seniority Definition. Seniority shall mean the length of continuous employment in state service, except for temporary service not covered by this Agreement.

a. Service Credit Computation. Credit one (1) point per month for each full month of continuous service with the Employer.

b. Continuous Service. Continuous service is service with the Employer, except periods of temporary service not covered by this Agreement, without a separation from employment with the Employer of more than ninety (90)-consecutive days, except for layoff. Continuous service shall be adjusted by any break in employment, including leave without pay except for layoff, if the break exceeds fifteen (15)-calendar days. An employee, other than one laid off, who separates from the Employer's service for more than ninety (90)-consecutive days and subsequently returns to employment shall not regain previously earned service.

c. Job share seniority will be determined by averaging the seniority of the two (2) employees sharing one (1) job.

d. Part-time employees will receive full-time seniority.

Section 7. Any employee demoted in lieu of layoff may request at that time and shall be paid for all accrued compensatory time at the rate being earned prior to demotion in lieu of layoff.

Section 8. Employees may remain on layoff for up to two (2) years and shall not lose previously accrued seniority while on layoff, provided they return from layoff when first recalled.

Section 9. Recall from Layoff. Any vacant position will be offered to all qualified employees on the layoff list for that classification before the Agency opens the vacant position to outside applicants. Employees shall be recalled to work in inverse order of layoff, provided they are qualified to perform the duties of the position available. An employee who is passed over retains his/her position on the recall list.

Section 10. Rate of Pay on Appointment from Layoff. When an individual is appointed from a layoff list to a position in the same classification in which the person was previously employed, the person shall be paid at the same salary step at which such employee was being paid at the time of layoff. The employee's previous salary eligibility date, adjusted by the amount of break in service, shall be restored.

Section 11. Any employee who suffers a reduction in hours as a consequence of layoff or

downsizing will be offered any available extra shifts before the Agency assigns the shift to agency, on-call or temporary workers, or to other employees as overtime, unless the assignment of such additional shift results in the employee working in an overtime status. Employees wanting the extra shifts must notify management and make themselves available for work as needed.

ARTICLE 41. LEVEL AND CONTINUATION OF RIGHTS AND BENEFITS

All existing employee rights and benefits which are mandatory subjects of bargaining and have not been incorporated into this Agreement shall remain unchanged during the term of this Agreement, unless the Association has the opportunity to bargain over the change.

ARTICLE 42 . HOLIDAYS

Section 1. The following holidays will be recognized and paid for at the regular straight time rate of pay:

- a. New Year's Day on January 1.
- b. Martin Luther King, Jr.'s Birthday on the third Monday in January.
- c. President's Day on the third Monday in February.
- d. Memorial Day on the last Monday in May.
- e. Independence Day on July 4.
- f. Labor Day on the first Monday in September.
- g. Veteran's Day on November 11.
- h. Thanksgiving Day on the fourth Thursday in November.
- i. Christmas Day on December 25.
- j. Every day appointed by the Governor as a holiday.
- k. Every day 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. Employees who are required to work on days recognized as holidays which fall within their regular work schedules shall be paid in cash for the time worked at the appropriate rate of pay, or may request paid time off for such time worked. Paid time off or cash paid for all time worked shall be at the rate of time and one-half (1-1/2). The rate at which an employee shall be paid for working on a holiday shall not exceed the rate of time and one-half (1-1/2) of his/her straight time pay. Employees will be paid holiday pay for all time worked on the contractually recognized holiday and straight time for all regular time worked on the day preceding or following that holiday.

Section 3. Recognized holidays which occur during vacation or sick leave will be charged as holiday rather than vacation or sick leave.

Section 4. Holiday time off will be considered as time worked for purposes of computing overtime hours.

Section 5. Employees who have recognized holidays falling on their days off will be credited with compensatory time for those holidays; however, no employee who has received a written disciplinary action for attendance related issues may accrue compensatory time for a period of

six (6) months following the action.

Section 6. Effective July 1 each year, employees will be entitled to receive personal leave totaling 18 hours. Such leave is to be taken upon the prior approval of the Agency and must be used by June 30 the following year or lost. This leave will be prorated for part-time employees.

ARTICLE 43. VACATIONS

Section 1. Accumulation.

a. Full-time. Vacation leave shall be accumulated for full-time employees as follows:

In the 1st year through 5th year	114 hours for each 12 months of service
After 5th year through 10th year	138 hours for each 12 months of service
After 10th year through 15th year	162 hours for each 12 months of service
After 15th year through 20th year	186 hours for each 12 months of service
After 20th year through 25th year	210 hours for each 12 months of service
After 25th year	234 hours for each 12 months of service

b. Part-Time. Employees who work at least thirty-two (32) hours per month, but less than full-time, will accrue vacation leave on a prorated basis.

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

Section 3. Vacation Time During First Year of Employment.

a. Employees are eligible to use vacation leave after six (6) months of service. A month of service for a part-time employee is any month the employee works thirty-two (32) hours or more. In the event of layoff or termination after six (6) months of service, any unused vacation will be paid to the employee.

b. As an exception to "a" above and in the event of an unusual or unforeseen event requiring an employee's attendance, that employee may draw up to sixteen (16) hours of accrued vacation leave during the first six (6) months of service. In no instance will this subsection allow cash payment for the vacation accrued during the first six (6) months of

service. If the employee should resign or be terminated prior to the completion of six (6) months of service, any such drawn vacation leave shall be deducted from the final paycheck.

Section 4. Return After Separation. Employees who have been separated from and return to a permanent position within two (2) years shall be given credit toward additional vacation credits for service prior to their separations. All time in State service shall be counted as long as there is not a break in service of more than two (2) years.

Section 5. Other Credited Service. Time spent in actual service or on Peace Corps, military, educational, or job-incurred disability leave without pay shall be considered as time in the State

service in determining length of service for earning vacation credits.

Section 6. Maximum Accumulation. Vacation hours may accumulate to a maximum of three hundred twenty-five (325) hours.

Section 7. Effect of Paid Leave on Vacation Accrual. All paid time off shall be considered time worked.

Section 8. Pay Upon Termination or Layoff. In the event of termination or layoff, any unused vacation, up to two hundred fifty (250) hours only will be paid to the employee.

Section 9. Pay Upon Death. In the event of an employee's death, all moneys due him/her for accumulated vacation and/or salary shall be paid as provided by law.

ARTICLE 44. SICK LEAVE

Section 1. Sick Leave with Pay Except for Temporary Employees. Sick leave with pay for State employees shall be determined in the following manner:

- a. Eligibility for Sick Leave with Pay. Employees shall be eligible for sick leave with pay immediately upon accrual.
- b. Determination of Service for Sick Leave with Pay. Actual time worked and all leave with pay, except for educational leave, shall be included in determining the pro rata accrual of sick leave credits each month, provided that the employee works thirty-two (32) hours or more in that month.
- c. Accrual Rate of Sick Leave with Pay Credits. Employees shall accrue eight (8) hours of sick leave with pay credits for each full-month worked. Employees who work less than a full month but at least thirty-two (32) hours shall accrue sick leave with pay on a pro rata basis.

Section 2. Utilization of Sick Leave with Pay. Employees who have earned sick leave credits shall be eligible for sick leave for any period of absence from employment which is due to the employee's illness, bodily injury, disability resulting from pregnancy, necessity for medical or dental care, exposure to contagious disease, attendance upon members of the employee's or the employee's spouse's immediate family or the equivalent of each for domestic partner parent, wife, husband, children, brother, sister, grandmother, grandfather, grandchild,) or another member of the immediate household) where employee's presence is required because of illness or death. The Agency has the duty to require that the employee make other arrangements, within a reasonable period of time, for the attendance upon children or other persons in the employee's care. Certification of an attending physician or practitioner may be required by the Agency to support the employee's claim for sick leave, if the employee is absent in excess of seven (7) days, or if the Agency has evidence that the employee is abusing sick leave privileges. The Agency may also require such certification from an employee to determine whether the employee should be allowed to return to work where the Agency has reason to believe that the employee's return to work would be a health hazard to either the employee or to others. The employee shall be entitled to use accrued vacation, other paid leave, and compensatory time, in any combination, or leave without pay for the period of maternity leave.

Section 3. The Association agrees that it actively supports the use of sick leave for illness and injury only. The Association agrees to make every effort to support joint labor-management efforts to reduce the use of sick leave to improve Agency operations.

ARTICLE 45. HARDSHIP LEAVE DONATIONS

Section 1. The Agency Personnel Manager may, at his/her discretion, allow regular status employees, on a case-by-case basis and without setting precedent, to transfer accumulated vacation leave or compensatory time, on an irrevocable basis, to an eligible regular status coworker in the Department of Human Services who has exhausted accumulated leave while recuperating or suffering from what the Personnel Manager has determined to be an extended and continuing illness or injury of a catastrophic nature.

Section 2. The transfer of accumulated vacation leave or compensatory time and the utilization of such leave shall be subject to the following:

- a. Employees on Workers' Compensation or parental leave may not participate in this program either as Donors or Donees.
- b. The Employer shall not assume any tax liabilities that would otherwise accrue to the employee.
- c. Applications for hardship leave shall be in writing and sent to the Agency's Personnel Section and accompanied by the treating physician's written statement certifying that the illness or injury will continue beyond the recipient's projected exhaustion of accumulated leave.
- d. Donations shall be credited to the recipient's sick leave account at the recipient's current regular hourly rate of pay. Donations shall also be used to reimburse the Agency for such costs as are incurred for insurance contributions for which the recipient is eligible to receive as a result of their use of donated hardship leave.
- e. Employees eligible to receive donated leave may receive time as needed to cover the anticipated absence from the date their accumulated leave was exhausted. Accumulated leave includes but is not limited to sick, vacation, and compensatory leave accruals. An account will be maintained so prospective Donors can determine how much leave has already been donated.
- f. Nothing in this Agreement shall prevent donations being made to or received from other employees outside the bargaining unit who are employed in the Department of Human Services.

ARTICLE 46. ELECTION DAYS

On recognized Federal and State election days, the work will be arranged to allow the employees the opportunity to vote.

ARTICLE 47. PRE-RETIREMENT COUNSELING LEAVE

After reaching earliest retirement age, each employee shall be granted up to three and one-half (3-1/2) days leave with pay to pursue bona fide pre-retirement counseling programs. Employees shall request the use of leave provided in this Article at least five (5) days prior to the intended date of use.

Authorization for use of pre-retirement counseling leave shall not be withheld unless the

Appointing Authority determines that the use of such leave will handicap the efficiency of the employee's work unit.

When the dates requested for pre-retirement leave cannot be granted for the above reason, the Agency shall offer the employee a choice from three (3) other sets of dates. The leave herein discussed may be used to investigate and assemble the employee's retirement program, including PERS, Social Security, insurance and other retirement income.

ARTICLE 48. LEAVE OF ABSENCE WITH PAY

Section 1. An employee shall be granted a leave of absence without loss of pay or other benefits for the following:

- a. **Service with a Jury.** The employee may keep any money paid by the court for serving on a jury.
- b. **Appearance Before a Court.** Appearance before a court, legislative committee or judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority for matters other than the employee's officially assigned duties. The employee may keep any money paid in connection with the appearance.
- c. **Military Leave.** In accordance with ORS 408.290, an employee who is a member of the National Guard or of any reserve components of the armed forces of the United States is entitled to a leave of absence with pay for a period not exceeding fifteen (15)-calendar days or eleven (11) workdays in any federal fiscal year. If the training time for which the employee is called to active duty is longer than fifteen (15)-calendar days, the employee may be paid for the first fifteen (15) days only if such time is served for the purpose of discharging an obligation of annual active duty for training in the military reserve or National Guard.
- d. Other authorized duties in connection with State business.

Section 2. Attendance in Court. Attendance in court in connection with an employee's officially assigned duties shall be considered time worked including the time required going to court and returning to his/her headquarters. The employee shall turn in to the Agency any witness fee money for such attendance during duty hours.

Section 3. Search or Research Operation. An employee shall be granted a leave of absence without loss of pay or benefits for participation at the request of any law enforcement agency, the Administrator of the Aeronautic Division, the United States Forest Service or any local organization for civil defense, for one period of no more than five (5) days per year. The Agency may grant subsequent requests for such leaves if staffing permits.

Section 4. Bereavement Leave.

a. Notwithstanding the Article 44 - Sick Leave or Article 45 - Hardship Leave eligibility criteria, employees shall be eligible for a maximum of twenty-four (24) hours paid bereavement leave, prorated for part-time employees. The Agency may request documentation.

b. If additional earned leave is needed, an employee may request to use earned sick leave credits, or leave without pay, at the option of the employee for any period of absence from employment to discharge the customary obligations arising from a death in the

immediate family or the employee's spouse. If accrued sick leave has been exhausted, employees may, with prior authorization, use accrued vacation leave or compensatory time.

c. 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 have exhausted all available accumulated leave and qualify to receive hardship leave.

d. For purposes of this Article, "immediate family" shall include the employee's or the employee spouse's parent, wife, husband, child, brother, sister, grandmother, grandfather, grandchild, or the equivalent of each for domestic partners, or another member of the immediate household.

ARTICLE 49. LEAVES WITHOUT PAY

Section 1. Leave of Absence Without Pay. In instances where the work of an Agency will not be seriously handicapped by the temporary absence of an employee, the employee may be granted a leave of absence without pay or educational leave without pay not to exceed one (1) year. Request for such leave must be in writing and must establish reasonable justification for approval of the request. A period of leave of fifteen (15) days or less shall be treated as leave without pay; and, during such period an employee shall not be scheduled for any vacation leave or compensatory time off that has accrued to the employee's credit. Where the leave is to exceed fifteen (15) days, any employee who is granted a leave of absence without pay normally shall first be scheduled for any vacation leave and compensatory time that has accrued to the employee's credit for that portion of the leave which is in excess of fifteen (15) days. The first fifteen (15) days of a period of leave that is to exceed fifteen (15) days shall be treated as leave without pay; and, during that period, an employee shall not be scheduled for any vacation leave or compensatory time that has accrued to the employee's credit. Normally, such leave will not be approved for an employee who is accepting employment outside the State service. Vacation leave shall not accrue during a leave of absence without pay, the duration of which exceeds fifteen (15) days. The Agency shall make every reasonable effort to reinstate the employee to his/her former assignment. An employee shall be granted leave without pay for the following:

a. ***Military Leave.***

(1) An employee going on voluntary or involuntary military service school training beyond eleven (11) workdays shall be entitled to leave without pay during a period of active duty training. However, reduction in salary will not be made for an FLSA-exempt employee on temporary military leave except for full workweek increments where such leave causes an absence of one (1) or more full workweeks.

(2) An employee who enlists in the military service shall be entitled to a military leave of absence without pay during an initial enlistment period of service with the armed forces of the United States. He/she shall, upon separation from such service under honorable conditions be returned to a position in the same class, without loss of seniority or employment rights. Employees shall make application for reinstatement within ninety (90) days and shall report for duty within six (6) months following separation from active duty. Failure to comply may terminate military leave. If it is established that he/she is not physically qualified to perform the duties of his/her former position by reason of such service, he/she shall be reinstated in other work that he/she is able to perform at the nearest appropriate level of pay of his/her former class.

- b. **Peace Corps.** A regular employee joining the Peace Corps shall be entitled to a leave of absence without pay for at least two (2) years. Such employee shall have the right to return to a position in the same class as his/her last held position and at the prevailing salary rate without loss of seniority or other employment rights. Failure of the employee to report within ninety (90) days after termination of his/her service shall be cause for termination.
- c. **Parental or Family Leave.** An employee may request and shall be granted parental or family leave consistent with the provisions of Oregon and U.S. law and case law.

ARTICLE 50. LEAVE ADMINISTRATION

Section 1. Compensatory Time. Compensatory time for holidays and overtime worked may be accrued to a maximum of one hundred and twenty (120) hours or paid in cash, as allowed by the provisions of this contract, provided, however, that no employee who has received a written disciplinary action for attendance related issues may accrue compensatory time for a period of six (6) months following the action. However, if an employee applied for compensatory time off and that request is denied, the Personnel Manager may, on a case-by-case basis, allow for the accrual of additional compensatory time over and above the one hundred and twenty (120) hours. Employees must demonstrate that they requested for and were unable to take compensatory time. Employees desiring to take compensatory time off will file written requests with their supervisors. Requests for up to five (5)-consecutive workdays off must be filed at least fourteen (14) days before the commencement of the time off. Requests of more than five (5) consecutive days off will require thirty (30) days advance notice.

Subject to the operating needs of the work unit, timely requests will be granted. Denials of requests will be made within three (3) workdays of the request, will be in writing, and will state the specific basis of the denial.

Section 2. Vacation Time. Employees shall be permitted to choose either a split or entire vacation. Subject to the operating requirements of the Agency, including the need for patient care, the employees shall have preference of vacation times. Requests for vacation time will be accommodated whenever possible. The following system shall be applied in determining approval of vacation times:

- a. SOCP. Vacation requests should be submitted during four (4) one (1)-month periods, i.e., requests for time occurring from September through November need to be submitted between May 1 and June 1 of the same year. Requests for time occurring from December through February need to be submitted between August 1 and September 1. Requests for time occurring March through May need to be submitted between November 1 and December 1. Requests for June through August need to be submitted between February 1 and March 1. Management has thirty (30) days to respond. Employees may exercise their right of seniority only once in each two (2)-year period.
- b. BMRC/EOTC. Vacation requests should be submitted during two (2) one month periods, i.e., requests for time occurring September through February need to be submitted between May 1 and June 1. Requests for time occurring March through August need to be submitted between November 1 and December 1. Management has thirty (30) days to respond. Employees may exercise their

right of seniority only once in each two (2)-year period.

- c. Employees requesting vacation time after the above noted dates shall be treated on a first come, first-served basis, once again dependent upon the operating requirements of the Agency. Employees are encouraged to submit their request for vacation time as far in advance as possible.

Employees who request vacation times as covered in paragraph (a) ,which span the months of February and March, May and June, August and September or November and December, shall be entitled to request such vacation time contiguous to both periods by the earlier of the two (2) possible submission dates. Such request once approved may not be disturbed by a more senior employee at the later submission date.

Employees who request vacation times as covered in paragraph (b), which span the months of August and September or February and March shall be entitled to request such vacation time contiguous to both periods by the earlier of the two (2) possible submission dates. A more senior employee may not disturb such request once approved at the later submission date.

Vacation times approved prior to the adoption of this provision shall be continued in full force and effect. All subsequent requests for vacations will be given preference according to the provisions outlined above.

Section 3. Use of Accrued Time. Accrued vacation and compensatory time will not be charged without specific authorization of the employee except:

- a. As provided otherwise in this Agreement;
- b. When an employee is laid off or terminated; and
- c. After an employee has been on leave without pay for more than fifteen (15) days.

Section 4. Vacation. To avoid losing vacation accumulation, the employee must request vacation leave, or when such leave is impossible, a cash payment of not more than forty (40) hours shall be made. In lieu of cash payment, the Agency may schedule time off in excess of the maximum accrual provided for in Article 43, Section 6 within sixty (60) days prior to the date the vacation leave would reach the maximum accrual.

Section 5. Record of Accrued Time. Employees shall be furnished a monthly record of vacation, holiday and compensatory time accrued and taken. This record shall be reported to each nurse on the monthly check stub or by a copy of the monthly attendance record.

ARTICLE 51. UTILIZATION OF BENEFIT TIME

Section 1. The parties agree that an employee's vacation and compensatory time are earned benefits to which the employee is entitled. Therefore, the accrued time will not be utilized except by agreement between the Agency and the employee with the following exceptions:

- a. Compensatory time and vacation hours accrued (up to the maximum provided for in Article 43, Section 6) but unused will be paid off upon termination, layoff (other than temporary interruption of employment), military leave exceeding thirty (30)-calendar days, educational leave exceeding thirty (30)-calendar days and any other leave without pay exceeding fifteen (15)-calendar days.

- b. Compensatory time hours accrued but unused for a period of twelve (12) months shall be paid.

Section 2. Should an employee wish to take vacation within three (3) months of return from educational or military leave without pay, vacation leave without pay may be granted by the Agency if scheduling of work permits. The vacation period in this instance may not exceed fifteen (15)-calendar days and any accrued vacation or compensatory time earned prior to the proposed leave date will be utilized first.

ARTICLE 52. VACATION AND SICK LEAVE CREDITS UPON TRANSFER

Section 1. Vacation.

a. Upon transfer of an employee with six (6)-full months of State service to a different State agency, the employee may elect to have a maximum of eighty (80) hours of accrued vacation credits transferred to the receiving agency, unless the receiving agency agrees to accept a greater amount. The employee shall be paid in cash for vacation credit not used or transferred up to the maximum provided for in Article 43, Section 6.

b. Upon transfer of an employee with less than six (6)-full months of service to a different agency, all vacation credits accrued shall be transferred to the gaining agency.

Section 2. Sick Time. An employee shall have all of his/her accrued sick leave credits transferred when the employee is transferred to a different State agency.

ARTICLE 53. RESTORATION OF SICK LEAVE CREDIT

Employees who have been separated from the State service and return to a position (except as a temporary employee) within two (2) years shall have unused sick leave credits accrued during previous employment restored.

ARTICLE 54. INSURANCE

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

The contribution for eligible participating part time employees with eighty (80) or more hours paid time for the month will be prorated based on the ratio of paid regular hours to full time hours to the nearest full percent.

Effective January 1, 2008 through December 31, 2008, the Employer shall make a contribution sufficient to cover the premium costs for the PEBB health, dental and basic life benefits chosen by each eligible full-time employee who has at least eighty (80)-paid regular hours in a month.

For plan year January 1, 2009 through December 31, 2009, the Employer will increase its monthly contributions by up to twelve percent (12%) of the actual monthly composite resulting for plan year 2009, should the cost of insurance premiums increase by that amount or more.

Should rates for 2009 exceed employer contribution, employees may incur out of pocket monthly premium costs. The parties may jointly petition the Public Employees Benefit Board to use reserve funding to support a portion of any premium increase above twelve

percent (12%). In the event the premium increase is in excess of twelve percent (12%), the Employer will provide written notice to the Union of the anticipated increases. In that event, the Union may select from one (1) of two (2) options:

- Option 1 – The salary schedule adjustment scheduled for November 1, 2008 shall be reduced by one-quarter percent (0.25%) for each one percent (1%) increase in premiums over twelve percent (12%).
- Option 2 – the salary schedule adjustment scheduled for November 1, 2008 shall be delayed by a period of time identified by the employer as sufficient to cover the unanticipated increase.

The parties may jointly petition the PEBB to do as follows: Employees who live in counties where the PEBB considers there to be an insufficient number of preferred primary care providers within the PPO network will receive the same level of benefits when they use a non-preferred primary care provider as they would using a preferred primary care provider.

ARTICLE 55. INCLEMENT CONDITIONS/ROAD HAZARDS

Section 1. It is understood that for bargaining unit employees the Agency remains open at all times, regardless of weather or road conditions. However, it also is understood that the Employer may announce closure or curtailment of offices, facilities, or operations affecting other employees. The Employer may provide closure or curtailment information through methods such as pre-designated internet web sites, phone trees, radio stations and/or television media in the affected geographic areas. The Employer will strive to make the decision to close and/or postpone day shift no later than 5:00 a.m. However, the Parties recognize that changing conditions may require further adjustment, and the employee is responsible for continuing to monitor the announcement sites for updated information.

Section 2. Late or Unable to Report. If such a closure or curtailment announcement is made by the Employer, the Agency will not require employees to work who request not to work due to such conditions, unless it endangers the health and safety of the clientele. Where an employee notifies his/her supervisors that he/she will arrive late due to the conditions or he/she is unable to report to work, the employee shall be allowed to use accrued vacation leave, compensatory time off, personal holiday or leave without pay. The employee will make every effort to report to work on time, including using mass transit or alternative routes.

Section 3. Agency Directive for Employee to Remain Home. The Agency may direct employees to remain at home prior to the beginning of the work shift because of inclement weather or hazardous road conditions. If employee notice is provided by telephone, television or radio announcement prior to the employee leaving home, the employee will be authorized the optional use of accrued vacation, personal holiday, compensatory time or leave without pay during the period in which the employee's work is curtailed due to the inclement or hazardous road condition. However, such reduction in salary will not be made for FLSA-exempt employees except for full workweek increments where the Agency has determined there is no work available and absence of one (1) or more full work-weeks occur. If the employee does not receive notification as herein provided, or if his/her Agency Agreement requires a longer period of notice and such notice has not been given and the employee reports for his/her regularly scheduled shift of work, he/she shall be paid for the full shift of work.

Section 4. Employee Health and Safety. When a closure or curtailment announcement is made by the Employer, the Agency will make an effort to protect the health and safety of the employee including, when possible, arranging overnight lodging at the work site.

ARTICLE 56. DEPENDENT AND CHILD CARE

The Employer will facilitate pre-tax payroll deductions as provided for under ORS 243.550-243.585. Employees wishing to have such deductions made from their gross earnings resulting from their employment in this bargaining unit shall provide written notification to the Employer. Requests to amend or discontinue such payments shall also be submitted in writing to the Employer.

ARTICLE 57. HEALTH AND SAFETY

Section 1. The parties agree to abide by standards of health and safety in accordance with the Oregon Safe Employment Act (ORS 654.001 to 654.295 and 654.991).

Section 2. Employees and management personnel should both be aware of safety and health regulations and recognize that they have a mutual responsibility to assist in maintaining good health and safety practices, procedures and regulations. These shall include but not be limited to the following:

- a. Use of mechanical safeguards;
- b. Adherence to known safety work practices;
- c. Proper use of personal protective safety devices and wearing apparel; and
- d. Adherence to provisions applicable under the Occupational Safety and Health Act.

Section 3. Proper safety devices, apparel and equipment shall be provided by the Agency for all employees engaged in work where such items are necessary to meet the requirements of the Department of Consumer and Business Services. Such items, where provided, must be used.

Section 4. As soon as possible after initial appointment and upon the annual request of the employee, the Agency shall provide tuberculosis screening at no cost to the employee.

Section 5. If in the conduct of official duties an employee is exposed to serious communicable diseases which would require immunization or testing, or if required by the Agency, the employee shall be provided immunization against, testing for, or treatment of such communicable disease without cost to the employee.

Section 6. An employee may refuse an assignment if an employee claims that an assigned job, or assigned equipment is unsafe or might unduly endanger his/her health or when the employee believes the job assignment violates the Nurse Practice Act or other standard of care. Legitimate reasons to refuse an assignment include, but are not limited to:

- a. the employee is not competent to perform the assigned task;
- b. the employee is physically or mentally unable to perform the assigned task; or
- c. the assigned task may jeopardize patient care

When an employee believes that an assignment is unsafe or violate the Nurse Practice Act or other standard of care, the employee will immediately give his/her reasons for this conclusion to his/her supervisor, in writing. The supervisor or nurse manager shall request an immediate determination by the appropriate authority as to the safety of the job or equipment in question or as to the requirements of the Nurse Practice Act or other standard of care. An Association Representative or Nurse Representative may accompany the authority and employee(s) during the determination.

Pending determination provided for in Section 6, the employee shall be given suitable work elsewhere. The Agency shall use its best efforts to schedule such work on the same days and shift as the employee was originally scheduled. If no suitable work is available, the employee shall be sent home.

Time lost by the employee as a result of any refusal to perform work on the grounds that it is unsafe, might unduly endanger his/her health, or violate the requirements of the Nurse Practice Act or other standard of care, shall not be paid by the Agency unless the employee's claim is upheld.

Section 7. All on-the-job accidents or exposure to serious communicable disease are to be reported to the Agency on the appropriate Agency occupational injury report form. All incidents and injuries must be reported as soon as possible but always before leaving the premises unless prevented from doing so due to the need for emergency medical treatment or unawareness of the injury, but in all cases upon lost time or medical attention. If emergency medical treatment is required, the employee must, at a minimum, notify the supervisor within twenty-four (24) hours after receiving emergency medical treatment and report in person to complete forms as soon as physically able.

Section 8. Safety Committees. The bargaining unit may propose a list of candidates for participation on each Agency's Safety Committee from which a maximum of two (2) shall be appointed to serve.

The Safety Committee shall consider the safety needs of the staff and shall make appropriate recommendations to the Agency.

ARTICLE 58. DRUG/ALCOHOL FREE WORKPLACE

The Employer and the Association recognize the societal damage of drug and/or alcohol abuse. The parties agree that State Government must show the way towards achieving drug free workplaces through programs designed to offer drug users a helping hand and, at the same time, demonstrating to drug users and potential drug users that drugs will not be tolerated in the State workplace. The illegal use of controlled substances by State employees is inconsistent with the special trust placed in such employees as servants of the public.

Toward this end, the parties strongly support the standards established for the Nurse Monitoring Program of the Oregon State Board of Nursing.

ARTICLE 59. PERSONAL PROPERTY

Submission of a timely claim involving damages to an employee's personal clothing or effects incurred in the course of his/her official duties (not as a result of personal neglect or

negligence), will be processed for necessary approval and payment in accordance with Agency policy.

ARTICLE 60. CLIENT GRIEVANCE OR CLIENT ABUSE INVESTIGATION

Section 1. Client Grievance Investigation.

a. When a patient files a grievance against an employee concerning a violation of rules, policy or procedure only, rather than a criminal violation, the Agency shall fully discuss the grievance with the employee. The employee will be given full opportunity to provide mitigating or exculpatory information that may include follow-up interviews and/or access to documents.

b. If the employee has reason to believe that such investigatory interview might adversely affect his/her employment, he/she shall have the right, on request, to have a representative present.

c. The Agency shall give the employee under Weingarten investigation notification of the status of the Agency's investigation of non-criminal complaints periodically until the investigation is completed. The employee shall receive written notice that the grievance has been concluded and advised of the disposition of the grievance.

Section 2. Allegation of Client Abuse Investigation.

a. When the Agency receives a complaint against an employee concerning a violation of rules, policy or procedure only, rather than a criminal violation, the Agency shall fully discuss the complaint with the employee. Prior to an employee being reassigned and/or suspended, the employee will be informed of the allegation(s) and receive a written statement within ten (10) calendar days of the allegation(s). If pertaining to abuse of patients, residents, and clients, the investigation results and any resulting personnel action shall be completed and communicated in writing within sixty (60) calendar days from notification to the employee, except when an extension is granted pursuant to OAR 410-011-0030 and 411-325-020 (DHS, Administrative Rules). The employee shall be given timely opportunity to provide information he/she deems relevant. Such opportunity is not required in instances involving investigations conducted by outside law enforcement Agencies. If the investigation and personnel action, if any, are not completed within these time frames provided in the Rules, the employee may request and the Agency shall provide an update to the employee on the status of the investigation including the reason(s) for the delay and the anticipated time for completion of the investigation.

b. If the employee being investigated has reason to believe that the investigatory interview might adversely affect his/her employment, he/she shall have the right to have a Union representative present. When an employee who is not the subject of the investigation is notified of the need to give testimony, he/she will be asked if he/she has reason to believe that his/her testimony may result in future disciplinary action against him/her. If the employee has reason to believe that he/she may be disciplined because of his/her testimony, the employee may request to discuss the matter with the Appointing Authority or his/her designee and will be allowed to consult with or have present a Union representative.

c. If the Agency chooses to remove the accused employee from his/her work assignment during the investigation, the employee may be assigned duties not related to his/her normal work.

d. If disciplinary action is taken, the Agencies must comply with Article 64 - Discipline and Discharge.

e. If after a comprehensive investigation, the client abuse charges are unfounded, the Agency will send a letter stating that the investigation has been concluded and no client abuse charges will be brought against the employee as a result of the investigation. Documents relating to the unfounded charges shall not be placed in the employee's personnel file.

f. A copy of the written report of the results of investigation shall be provided, upon request, to the employee and to any involved party at the employee's request.

ARTICLE 61. PROFESSIONAL NURSING CARE COMMITTEES

Section 1. A Professional Nursing Care Committee (PNCC) shall be established at each Agency composed of a minimum of three (3) RNs covered by this Agreement for the first twenty-five (25) Bargaining Unit FTE in the Agency. One (1) additional RN may participate on the PNCC for every additional ten (10) Bargaining Unit FTE in the Agency. The Committee members shall be elected by the Association represented employees at the Agency.

Section 2. The Committee may meet once a month at such times so as not to conflict with routine duty requirements. Each Committee member shall be entitled to one (1) paid hour per month at the employee's regular straight time rate of pay for the purpose of attending the Committee meetings.

Section 3. The Committee may invite the Director of Nursing or his/her designee to its meetings for the purpose of exchanging information or to provide the Agency with recommendations on pertinent subjects. The Agency may request special meetings with the Committee, but such meetings shall not take the place of the regular Committee meetings. Meetings requested by the Agency shall be considered duty time.

Section 4. The Agency recognizes the Committee purpose of considering patient care matters and making objective recommendations for improvement. The Agency agrees to respond to the Committee within thirty (30) days of the receipt of recommendations the

Committee may make. If a timely response is not possible, the Agency shall notify the Committee of a date certain, when a response would be given.

Section 5. The Committee shall keep minutes for all meetings and shall provide a copy of minutes of all meetings on Agency time to the Director of Nursing or designee within five (5) days of the meeting.

ARTICLE 62. STAFF DEVELOPMENT

Section 1. Orientation.

a. Within the first month of employment, all newly hired employees, except temporary and limited duration employees, will be provided a general orientation. Such orientation shall include but not necessarily be limited to an explanation of the State's merit system, compensation program, fringe benefits, insurance programs and performance evaluation program.

b. The Agency will also provide an appropriate orientation to acquaint new employees with nursing standards, policies, procedures and routines. The orientation will be

carried out as soon as practical after employment and in accordance with a specific plan. The duration of this portion of orientation shall be at least one (1) day.

c. When assigned to a patient care area, each employee shall be provided additional orientation to prepare him/her to the area or assignment. Such orientation is to be in accordance with a specific plan designed for that patient care area. Such an overall plan may be modified for a specific employee in accordance with the employee's educational background and work experience.

d. Regular evaluation of the employee's performance throughout orientation will occur to determine additional needs for the employee.

e. At no time, in any period of orientation, shall the employee being oriented be counted in the staffing complement of any unit.

Section 2. In-Service Education.

a. The Agencies will continue their practice of providing in-service education for all employees, on all shifts, on a regular basis.

b. Within the first year of employment nursing employees covered by this Agreement shall be provided with in-service education which is similar or relevant to the following: Psycho-Social Nursing; Psycho-Pharmacology; Basic Behavioral Psychology; Nursing Assessment; and Legal/Ethical Information. Such in-service education may be provided annually to nursing employees where the Agency determines the need for such training.

c. Training for employees may be conducted both during and outside an employee's work schedule. Overtime rules shall apply where the employee's attendance is required by the Agency is not voluntary and the sessions involve time outside the employee's work schedule.

d. Travel and mileage allowance will be available in accordance with Article 26 when travel is required for in-service education.

e. Employees may be granted leaves of absence with pay to attend conferences, seminars, briefing sessions or other functions of a similar nature that are intended to improve or upgrade the individual's skills or professional abilities or enhance the profession. Tuition and other expenses may also be provided subject to the availability of funds for this purpose. The tuition and other expenses provided by the Agency shall be reasonably related to the actual costs of the specific function. The above must, however, be directly related to enhancing the employee's skills relative to the mission of the Agency. If granted, employees will not lose pay, nor will schedules be adjusted so that the conference falls on off days.

f. The employer will provide paid training for Oregon State Board of Nursing required continuing education based on availability of funds.

Section 3. Tuition Assistance for Higher Education. A fund shall be established for the purposes of reimbursing employees for tuition related expenses. Reimbursements shall be made for no more than seventy-five percent (75%) of actual tuition costs (books, materials, travel, etc. not included) for completion of classes in an accredited BSN, MSN, PhD, or Certified Developmental Disabilities Nurse curriculum or for tuition. The fund shall be supported by the Employer at a rate not to exceed two hundred and fifty dollars (\$250.00) per year per average FTEs in the Bargaining Unit. Unused portions of this fund at the end of a fiscal year shall revert to the Agency; however, the fund shall be supported by the Agency to the extent provided herein for both years of this Agreement. Should the fund be exhausted prior to the end of the fiscal year, the Agency shall not incur any additional liability. An

employee receiving reimbursement pursuant to this section agrees to remain an employee of the Agency for at least two (2) years following receipt of the reimbursement. An employee leaving Agency employment prior to the completion of two (2) years shall reimburse the Agency for the pro-rata share of time not worked.

ARTICLE 63. GRIEVANCE AND ARBITRATION

Section 1. The grievance/arbitration procedure provides the means by which disputes or problems between the parties which arise concerning the application, meaning or interpretation of this Agreement are to be resolved.

An alleged violation of the Agreement must be taken up at STEP 1 of the procedure within thirty (30) days from the time the employee had knowledge, or in the normal course of events should have had knowledge, of the occurrence that created the problem. Disciplinary actions must be grieved within the thirty (30) day period, except for suspension and discharge (See Article 64 - Discipline and Discharge).

Section 2.

STEP 1. The employee or the Association on the employee's behalf shall present his/her grievance in writing on the "Official Grievance Form" or facsimile, to his/her immediate supervisor within the appropriate time limit. The grievance statement shall include:

- a. The date the grievance occurred;
- b. A description of the problem;
- c. The contract provision alleged to be violated; and
- d. The remedy sought.

At the employee's request, the supervisor shall schedule a mutually convenient time to discuss the grievance with the grievant and/or his/her representative, either in person or by telephone, within seven (7) days of filing the grievance, unless such discussion is mutually waived. The supervisor shall investigate the grievance and respond in writing within ten (10) days of the grievance discussion or receipt of the grievance if discussion was waived.

STEP 2. If the STEP 1 response is unsatisfactory, the Association may advance the written grievance and the STEP 1 response to the Manager at STEP 2. The grievance must be submitted within ten (10) days of either the receipt of the response at STEP 1, or the date the response was due, whichever occurs first.

At the Association's request, the Manager shall schedule a mutually convenient time to discuss the grievance with the grievant and/or his/her representative, either in person or by telephone, within seven (7) days of receiving the grievance from the Association, unless such discussion is mutually waived. The Manager shall investigate the grievance and respond in writing within ten (10) days of the grievance discussion or receipt of the grievance if discussion was waived.

STEP 3. If the STEP 2 response is unsatisfactory, the Association may advance the written grievance, unchanged, along with the response, if any, from STEP 1 and STEP 2 shall be submitted to the Superintendent/Assistant Administrator or his/her designee. The grievance must be submitted within ten (10) days of either the receipt of the response at STEP 2, or the date the response was due, whichever occurs first.

The Superintendent/Assistant Administrator or his/her designee shall

investigate the grievance and at the Association's request schedule a mutually convenient time to discuss the grievance with the grievant, and/or his/her representative and/or lower level manager, either in person or by telephone, unless such discussion is mutually waived. The Superintendent/Assistant Administrator or his/her designee shall respond in writing within ten (10) days of the discussion or receipt of the grievance, if discussion is waived.

STEP 4. If the STEP 3 response is unsatisfactory, the Association may advance the written grievance, along with the responses, if any, from STEP 1, STEP 2, and STEP 3 shall be submitted to the Department of Administrative Services, Labor Relations Unit within ten (10) days of either the receipt of the response at STEP 3, or the date the response was due, whichever occurs first.

The Department of Administrative Services Labor Relations Unit shall investigate the grievance and, if deemed necessary, request a discussion, either in person or over the telephone, between the grievant and/or his/her representative and/or any lower level manager and respond in writing within fifteen (15) days of receipt of the grievance.

Arbitration.

If the grievance is not satisfactorily resolved by the Labor Relations Unit, the Association, on behalf of the grievant, may advise the Labor Relations Unit within ten (10) days of either receipt of the Division's response, or the date the response was due, whichever occurs first, that it wishes to arbitrate the grievance.

The parties agree that whenever feasible a pre-arbitration meeting will be held by the parties to attempt to formulate a submission agreement to the arbitrator.

The arbitrator shall be selected from a list submitted by the Employment Relations Board.

The arbitrator shall be selected by alternately striking one (1) name each from the above list (the first strike being made by the moving party) and the last name remaining shall be the impartial arbitrator.

The Association shall arrange, within two (2) weeks of requesting arbitration, with the Employer to strike names and schedule the arbitration hearing, or the grievance is considered withdrawn.

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 arbitrator shall have no authority to add to, subtract from, or change any of the terms of this Agreement.

The arbitrator's fee 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.

If an arbitration is canceled after being scheduled, the party canceling the hearing shall pay the arbitrator's fees associated with the cancellation; however, if the cancellation is due to a settlement agreement, the terms of payment shall be negotiated as part of the settlement.

Section 3. Time limits specified in this procedure must be observed unless extended by mutual agreement of the parties in writing. If at any step of the grievance procedure the Employer fails to issue a response within the time limits set forth in this Article, the grievance shall automatically advance to the next step of the grievance procedure unless withdrawn by

the grievant or the Association. If the employee or Association fails to meet the time limits specified herein, the grievance will be considered withdrawn and it cannot be resubmitted.

Section 4. At STEP 1, the parties understand that the grievant will explain the grievance and indicate the contract provision(s) violated to the best of his/her understanding. Beginning at STEP 1, the parties agree that the description of the problem will be complete and that the contract provision(s) alleged to be violated will be specifically identified.

Section 5. The parties agree to use the "Official Grievance Form" or facsimile for the processing of grievances and that beginning at STEP 2, it shall be complete with all information required on the form at that Step. The Official Grievance Form is attached to this Agreement as Appendix A.

Section 6. Group Grievances. Where there is more than one (1) grievant, the grievance may be filed on behalf of the group by one (1) grievant, specifying the affected employees, by name or pertinent characteristics. Group grievances will be filed at STEP 2 within the time lines for filing an initial grievance unless all grievants work for the same immediate supervisor in which case the grievance will be filed at STEP 1.

Section 7. A grievant shall be granted leave with pay for attendance at the grievant's arbitration hearing when that hearing occurs during the grievant's normal work shift; however, no overtime or other expenses shall be paid by the employer. In cases of group grievances, one (1) grievant may represent the group pursuant to this provision.

Section 8. No reprisals shall be taken against any employee for exercise of his/her rights under the provisions of this Article.

ARTICLE 64. DISCIPLINE AND DISCHARGE

Section 1. The principles of progressive discipline shall apply to disciplinary actions except when the Agency must take a more immediate action. An FLSA-exempt employee's suspension will be consistent with the salary status requirements of the Fair Labor Standards Act.

Section 2. Employees who have completed their initial trial service shall not be subject to suspension and/or discharge except for just cause.

Section 3. A written pre-dismissal notice shall be given to employees who have served their initial trial service period and against whom a charge is presented. Such notice shall include the known complaints, facts and charges, and a statement that the employee may be dismissed. The employee shall be afforded an opportunity to refute such charges or present mitigating circumstances to the Agency or his/her designee at a place, time and date set forth in the notice which date shall not be less than seven (7) calendar days from the date the notice is received. The employee shall be permitted to have an official representative present. At the discretion of the Agency, the employee may be suspended with or without pay or be allowed to continue to work, as specified in the pre-dismissal notice. The Agency's investigation must be completed within sixty (60) calendar days unless mutually waived in writing.

Section 4. Any unauthorized absence of an employee from duty shall be deemed to be an absence without pay and may be grounds for disciplinary action. Any employee who absents himself/herself for five (5) consecutive work days without authorized leave shall be deemed to have resigned. Such absence may be authorized by the Agency by a subsequent approval of leave with or without pay, when extenuating circumstances are found to have existed.

Section 5. An employee suspended or dismissed under the provision of this Article must submit a grievance in writing to STEP 3 within ten (10) days of the date a notice of action is delivered in person to the employee or fourteen (14) days of the date the notice is placed in U.S. certified mail to the most recent address of record. Concurrently, a notice will be mailed to the Association.

No employee shall be subject to disciplinary action or separation for:

- a. Disclosure, not prohibited by law, of violation of laws, rules, other improper actions or inefficiency of superior officers or fellow employees.
- b. Adherence to the Nurse Practice Act (ORS 678.010 - 678.410).
- c. Adherence to the Oregon Administrative Rules Chapter 851 established by the Board of Nursing pursuant to the Nurse Practice Act.

ARTICLE 65. COMPLETE AGREEMENT

This contract incorporates the sole and complete Agreement between the Employer and the Association. It is acknowledged that during negotiations which resulted in this Agreement, each and all had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Agreement shall not be modified in whole or in part except by another written instrument duly executed by the parties.

ARTICLE 66. RECOUPMENT OF WAGE & BENEFIT OVERPAYMENTS

Section 1. In the event that an employee receives wages or benefits from the Agency to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the Agency shall notify the employee in writing of the overpayment which will include information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid. For purposes of recovering overpayments by payroll deduction, the following shall apply:

- a. The Agency may, at its discretion, use the payroll deduction process to correct any overpayment made within a maximum period of three (3) years before the notification.
- b. Where this process is utilized, the employee and Agency shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30)- calendar days following written notification.
- c. If there is no mutual agreement at the end of the thirty (30)-calendar day period, the Agency shall implement the repayment schedule stated in subsection (d) below.
- d. If the overpayment amount to be repaid is more than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in monthly amounts not exceeding five percent (5%) of the employee's regular

monthly base salary. If an overpayment is less than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in a lump sum deduction from the employee's paycheck. If an employee leaves Agency service before the Agency fully recovers the overpayment, the remaining amount may be deducted from the employee's final check.

Section 2. An employee who disagrees with the Agency's determination that an overpayment has been made to the employee may grieve the determination through the grievance procedure.

Section 3. The Article does not waive the Agency's right to pursue other legal procedures and processes to recoup an overpayment made to an employee at any time.

ARTICLE 67. CONTRACTING OUT

Section 1. The Association recognizes that the Agency has the management right, during the term of this Agreement, to decide to contract out work performed by bargaining unit members. However, when the contracting-out will displace bargaining unit members, such decisions shall be made only after the affected Agency has conducted a formal feasibility study determining the potential costs and other benefits which would result from contracting-out the work in question. The Agency agrees to notify the Association within one (1) week of its decision to conduct a formal feasibility study, indicating the job classifications and work areas affected. The Agency shall provide the Association with no less than thirty (30) days notice that it intends to request bids or proposals to contract out bargaining unit work where the decision would result in displacement of bargaining unit members. During this thirty (30) day period, the Agency shall not request any bids or proposals and the Association shall have the opportunity to submit an alternate proposal. The notification by the Agency to the Association of the results of the feasibility study will include all pertinent information upon which the Agency based its decision to contract out the work including, but not limited to, the total cost savings the Agency anticipates.

Feasibility studies will not be required when: (1) an emergency situation exists as defined in ORS 279.011(4), and (2) either the work in question cannot be done by available bargaining unit employees or necessary equipment is not readily available.

Nothing in this Article shall prevent the Agency from continually analyzing its operation for the purpose of identifying cost-saving opportunities.

Section 2. The Agency shall evaluate the Association's alternate proposal provided under Section 1. If the Agency's evaluation of the Association's alternate proposal confirms that it would result in providing quality and savings equal to or greater than that identified in the management plan, the Parties will agree in writing to implement the Association proposal.

Section 3. Should any full-time bargaining unit member become displaced as a result of contracting-out, the Agency and the Association shall meet to discuss the effect on bargaining unit members. The Agency's obligation to discuss the effect of such contracting does not obligate it to secure the agreement of the Association or to exhaust the dispute resolution procedure of ORS 243.712, 243.722, or 243.742, concerning the decision or the impact.

"Displaced" as used in this Article means when the work an employee is performing is contracted to another entity outside state government and the employee is removed from

his/her job.

Section 4. Once an Agency makes a decision to contract out, the Agency will choose either (a) or (b) below. The Agency will notify affected employees of the option selected. The Agency will post and provide to the Association, a list of service credits for employees in all potentially affected classifications within the Agency. Within five (5) business days of the notice, the affected employees will notify the Agency of acceptance of the Agency's option or decision to exercise his/her rights under (c) below:

- a. Require the contractor to hire employees displaced by the contract at the same rate of pay for a minimum of six (6) months subject only to "just cause" terminations. In this instance, the Agency will continue to provide each such employee with six (6) months of health and dental insurance coverage through the Public Employee Benefits Board (PEBB), if continuation of coverage under the PEBB is allowed by law and pertinent rules of eligibility. Pursuant to the Layoff and Recall Article, an eligible employee shall be placed on the Agency layoff list and may, at the employee's discretion, be placed on a secondary recall list for a period of two (2) years; or
- b. Place employees displaced by a contract elsewhere in state government in the following order of priority: within the Agency, within the department, or within state service generally. Salaries of employees placed in lower classifications will be red-circled. To the extent this Article conflicts with the Filling of Vacancies Article, this Article shall prevail.
- c. An employee may exercise all applicable rights under the Layoff and Recall Article.

Section 5. The following provisions govern the administration of the requirement under this Article to conduct feasibility studies in cases of contracting-out and will supplement the provisions included in the contract.

- a. The Agencies agree that all Association represented state Agencies will conduct a feasibility study in instances of contracting-out work performed by bargaining unit employees when contracting-out will result in displacement of bargaining unit employees.
- b. The Parties agree that Association represented Agencies will send directly to the Association's Executive Director and to DAS HRSD Labor Relations Unit all future notices of intent to conduct a feasibility study pursuant to Section 1.

ARTICLE 68. TERM OF AGREEMENT

Section 1. This Agreement is made and entered into October 18, 2007, by and between the parties, and shall remain in full force and effect through June 30, 2009, and annually thereafter unless either party serves notice to modify or terminate the Agreement in accordance with the provisions below.

If either the Employer or the Association desires to extend, renegotiate, modify, or terminate this Agreement, the moving party shall notify the other party in writing during the period of November 1, 2008, through December 1, 2008, or any successive November 1, through December 1, that this Agreement is in effect.

In the event this Agreement is opened, either party may propose modifications,

amendments, or additions hereto, and negotiations for a successor Agreement shall begin during the month of January 2009, or any successive January.

SIGNED THIS _____ DAY OF _____, 2007 IN SALEM, OREGON.

FOR THE ASSOCIATION:

FOR THE STATE OF OREGON:

Alan D. Yoder
Labor Counsel

Lindsay Ball
Director, DAS

- and -

- and -

Lori Gruenwald, RN
Bargaining Team Member

Art McCurdy
State Labor Relations Manager, DAS

Patty Landers, RN
Bargaining Team Member

Deanna Bathke
Bargaining Team Member

Cynthia Leye-Bliss, RN
Bargaining Team Member

Angela Young
Bargaining Team Member

Terri Milsap
Bargaining Team Member

Linda Dye, RN
Bargaining Team Member

Chuck Wood
Bargaining Team Member

APPENDIX A
OREGON NURSES ASSOCIATION
18765 SW Boones Ferry Road, Tualatin OR 97062
(503) 293-0011
GRIEVANCE FORM

NUMBER _____

DATE _____

GENERAL INFORMATION

NAME OF GRIEVANT _____

HOME ADDRESS: _____ CITY: _____

STATE _____ ZIP _____ HOME PHONE _____ WORK PHONE _____

GRIEVANT'S UNIT, SHIFT, & CLASSIFICATION _____

EMPLOYER FACILITY _____

EMPLOYER ADDRESS _____

GRIEVANCE STEP _____ PRESENTED TO _____ TITLE _____

STATEMENT OF GRIEVANCE

BASIS OF GRIEVANCE

____ VIOLATION OF CONTRACT SECTION(S) _____

____ VIOLATION OF ESTABLISHED PRACTICE

____ VIOLATION OF APPLICABLE LAW OR REGULATION

____ VIOLATION OF RULE

____ OTHER (SPECIFY) _____

REMEDY DESIRED

Check if applicable

[] I HEREBY AUTHORIZE THE OREGON NURSES ASSOCIATION (ONA) AND ANY OF ITS REPRESENTATIVES TO ACT ON MY BEHALF IN ALL MATTERS PERTAINING TO THIS GRIEVANCE.

LOCAL UNIT REPRESENTATIVE: _____

ONA STAFF LABOR REPRESENTATIVE: _____

(DATE) (GRIEVANT SIGNATURE)

APPENDIX B
SALARY SCHEDULES

Effective 7/1/07, including salary range selective from SR 25 to SR 28.

(\$/month)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
MH RN (SR 28)	4239	4440	4649	4866	5096	5338	5592	5858	6136

Effective 11/1/08

(\$/month)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
MH RN (SR 28)	4375	4582	4798	5021	5260	5509	5771	6045	6332

APPENDIX C
LETTER OF AGREEMENT
ARTICLE 40 -- FILLING OF POSITIONS
JOB INTERVIEW LEAVE

This Letter of Agreement is entered into between the State of Oregon, acting by and through the Department of Administrative Services Human Resource Services Division, Labor Relations Unit (Employer), on behalf of the Eastern Oregon Training Center, Blue Mountain Recovery Center, and the State Operated Community Program (Agency or Agencies), and the Oregon Nurses Association (ONA or Association).

The purpose of this Agreement is to provide Interview Leave for ONA-represented employees. This Agreement permits the use of Interview Leave pursuant to the following guidelines:

1. Employees, subject to providing reasonable notice and receiving prior supervisory approval, shall be allowed Interview Leave time, including travel, to interview for positions within the Agency when such interview(s) occurs during their work hours.
2. Employees, subject to providing reasonable notice and receiving prior management approval, shall be allowed up to two (2) hours of Agency paid time for Interview Leave time, including travel, for positions with another state Agency when such interview(s) occurs during their work hours. Time taken that exceeds the two (2) hours of Agency paid time must be recorded as accrued leave, leave without pay, or managed through approved flextime within the same workweek. Use of accrued leave for this purpose shall not result in overtime.
3. Denial of Interview Leave time may be grieved up to Step 3.
4. All Interview Leave time, including travel, approved under Subsection 1 and 2 must be recorded as IT on the employee's timesheet/time reporting record.
5. Interview Leave used shall not count as time worked for purposes of overtime.
6. An Agency shall not incur any employee reimbursement costs.

This Agreement shall be effective upon date of execution of the collective bargaining agreement through June 30, 2009.

APPENDIX D
LETTER OF AGREEMENT
PART-TIME EMPLOYEES INSURANCE BENEFITS

The parties agree to the following:

The Employer will continue to pay the current part-time subsidy for eligible part-time employees who participate in the part-time plan through December 31, 2007, as follows:

- Employee Only (EE) - \$181.72
- Employee & Family (EF) - \$233.84
- Employee & Spouse (EF) - \$231.06
- Employee & Children (EC) - \$206.60

For Plan Year 2008 and 2009, the subsidy will be paid at an amount so that employees will continue to pay the same out-of-pocket premium costs that were in effect for Plan Year 2007. If an employee changes from one tier to another or changes plans pursuant to PEBB rules, his or her out-of-pocket premium costs will be adjusted to reflect the appropriate plan year's out-of-pocket premium costs for his or her new tier.