



COLLECTIVE BARGAINING AGREEMENT

between

DAS

THE DEPARTMENT OF
ADMINISTRATIVE SERVICES

on behalf of

- DEPARTMENT OF HUMAN SERVICES
- STABILIZATION AND CRISIS UNIT (SACU)
 - PENDLETON COTTAGE SECURE
RESIDENTIAL TREATMENT FACILITY
(PENDLETON COTTAGE)

and

ONA

OREGON NURSES ASSOCIATION

2019

-

2021

ONA

CONTACT INFORMATION:



Oregon Nurses Association

18765 SW Boones Ferry Road, Suite 200
Tualatin, OR 97062
Phone: 503-293-0011
Inside Oregon ONLY: 800-634-3552
Fax: 503-293-0013
E-mail: ona@oregonrn.org



State of Oregon

Department of Administrative Services
Labor Relations Unit
155 Cottage Street
Salem, OR 97301
Phone: 503-378-2616
Fax: 503-373-7530
E-mail: LRU@oregon.gov

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 | 4 |
| ARTICLE 12. NEGOTIATING TEAM..... | 6 |
| ARTICLE 13. WORK SCHEDULES..... | 6 |
| ARTICLE 14. ON-CALL | 8 |
| ARTICLE 15. OVERTIME | 9 |
| ARTICLE 16. REPORTING & TELEPHONE TIME..... | 11 |
| ARTICLE 17. ATTENDANCE RECORDS | 11 |
| ARTICLE 18. SALARY..... | 12 |
| ARTICLE 19. WORKERS COMPENSATION | 13 |
| ARTICLE 20. PERS "PICK-UP" | 14 |
| ARTICLE 21. PER-DIEM DIFFERENTIAL..... | 14 |
| ARTICLE 22. DIFFERENTIALS..... | 15 |
| ARTICLE 23. POSITION DESCRIPTION AND WORK PLANS | 16 |
| ARTICLE 24. PERFORMANCE APPRAISAL..... | 16 |
| ARTICLE 25. SALARY ADMINISTRATION | 17 |
| ARTICLE 26. TRAVEL AND MILEAGE ALLOWANCE..... | 19 |
| ARTICLE 27. MEALS..... | 19 |
| ARTICLE 28. PARKING | 19 |
| ARTICLE 29. CLASS SPECIFICATIONS..... | 19 |
| ARTICLE 30. REVIEW OF CLASSIFICATION SERIES..... | 19 |
| ARTICLE 31. RECLASSIFICATION PROCEDURE | 20 |
| ARTICLE 32. DOWNWARD RECLASSIFICATION | 21 |
| ARTICLE 33. Deleted 2019-2021..... | 21 |
| ARTICLE 34. REINSTATEMENT AFTER SEPARATION | 21 |
| ARTICLE 35. PERSONNEL ADMINISTRATION | 21 |
| ARTICLE 36. INSPECTION OF PERSONNEL RECORDS | 21 |
| ARTICLE 37. TRIAL SERVICE | 23 |
| ARTICLE 38. FILLING OF POSITIONS..... | 23 |
| ARTICLE 39. LIMITED DURATION APPOINTMENT | 24 |
| ARTICLE 40. LAYOFF AND RECALL | 25 |
| ARTICLE 41. LEVEL AND CONTINUATION OF RIGHTS AND BENEFITS..... | 28 |
| ARTICLE 42. HOLIDAYS..... | 28 |
| ARTICLE 43. VACATIONS..... | 29 |
| ARTICLE 44. SICK LEAVE | 30 |
| ARTICLE 45. HARDSHIP LEAVE DONATIONS | 31 |
| ARTICLE 46. ELECTION DAYS | 32 |
| ARTICLE 47. PRE-RETIREMENT COUNSELING LEAVE | 32 |
| ARTICLE 48. LEAVE OF ABSENCE WITH PAY | 32 |
| ARTICLE 49. LEAVES WITHOUT PAY..... | 34 |
| ARTICLE 50. LEAVE ADMINISTRATION..... | 35 |
| ARTICLE 51. UTILIZATION OF BENEFIT TIME | 37 |
| ARTICLE 52. VACATION AND SICK LEAVE CREDITS UPON TRANSFER..... | 37 |
| ARTICLE 53. RESTORATION OF SICK LEAVE CREDIT..... | 38 |
| ARTICLE 54. INSURANCE..... | 38 |
| ARTICLE 55. INCLEMENT CONDITIONS/ROAD HAZARDS | 38 |
| ARTICLE 56. DEPENDENT AND CHILD CARE..... | 39 |
| ARTICLE 57. HEALTH AND SAFETY | 39 |
| ARTICLE 58. DRUG/ALCOHOL FREE WORKPLACE..... | 41 |
| ARTICLE 59. PERSONAL PROPERTY | 41 |
| ARTICLE 60. CLIENT GRIEVANCE OR CLIENT ABUSE INVESTIGATION | 41 |

| | |
|---|------------------------------|
| ARTICLE 61. PROFESSIONAL NURSING CARE COMMITTEES..... | 42 |
| ARTICLE 62. STAFF DEVELOPMENT | 43 |
| ARTICLE 63. GRIEVANCE AND ARBITRATION | 45 |
| ARTICLE 64. DISCIPLINE AND DISCHARGE | 48 |
| ARTICLE 65. COMPLETE AGREEMENT | 49 |
| ARTICLE 66. RECOUPMENT OF WAGE & BENEFIT OVERPAYMENTS & UNDERPAYMENTS..... | 49 |
| ARTICLE 67. CONTRACTING OUT | 50 |
| ARTICLE 68. TERM OF AGREEMENT..... | 52 |
| ARTICLE 69. LABOR MANAGEMENT COMMITTEE | 52 |
| APPENDIX A - LETTERS OF AGREEMENT - | 53 |
| LETTER OF AGREEMENT - ARTICLE 13 – WORK SCHEDULES –RN Scheduling | 54 |
| LETTER OF AGREEMENT - ARTICLE 13 – WORK SCHEDULES –_RN Submittal of Schedules (Pendleton Cottage)..... | 55 |
| LETTER OF AGREEMENT - ARTICLE 20 – PERS PICKUP –_PERS DIVERSION..... | 56 |
| LETTER OF AGREEMENT - ARTICLE 54 - PART-TIME MEDICAL PREMIUM SUBSIDY | 57 |
| LETTER OF AGREEMENT - ARTICLE 57 – HEALTH AND SAFETY - SAFETY COMMITTEE REVIEW | 58 |
| LETTER OF AGREEMENT – PAY EQUITY..... | 59 |
| SIGNATURE PAGE... .. | Error! Bookmark not defined. |

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, Stabilization and Crisis Unit (SACU), and Pendleton Cottage Secure Residential Treatment Facility (Pendleton Cottage) (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) SACU (including outreach nurses), and (2) Pendleton Cottage 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 at SACU 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 Chief Human Resource Office 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, 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 with just cause.
- 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.

REV: 2017

ARTICLE 10. ASSOCIATION SECURITY

Section 1. Deduction for Dues.

Upon written request, on the Association form to be available through the Agency, members of the Association may have regular monthly dues deducted from their paychecks. Employees making dues payments shall have their dues payments deducted monthly submitting a request for deduction in writing to the Agency.

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

Section 2. 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.

REV: 2019

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, Report Distribution Code (SACU, or Pendleton Cottage), employee identification numbers, classifications, full-time equivalency, monthly rate of pay, gross monthly 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/her representative (except Pendleton Cottage), and for Pendleton Cottage

the Sr. Human Resource Manager of the program or designee, 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, the appropriate Nursing Service Office, or Pendleton Cottage on-site management, as appropriate, 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) SACU one (1) nurse representative per home and one (1) Outreach;
- (2) Pendleton Cottage – One (1);
- (3) One (1) alternate per bargaining unit.

The Association shall notify the Agency Personnel Director or the Senior Human Resource Manager of the program of the names of the Nurse Representatives and any successors.

b. Nurse Representatives shall be granted a reasonable amount of release time during their scheduled working hours or adjust his/her work schedule with prior arrangement as long as no overtime is incurred and operational needs are met, 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.

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:

- SACU: one (1) per house and one (1) Outreach Nurse
- Pendleton Cottage: one (1)

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).

Section 2. Shift Vacancies.

Vacancies in shifts occurring after the posting of work schedules that are known at least one (1) week in advance will be posted.

Section 3. 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 fixed and recurring start and stop times 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 4. Workweek.

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

Section 5. Workday.

The workday is defined as a twenty-four hour period commencing when the employee begins work on their first assigned work shift of the workweek. Overtime is calculated based on the workday in which the overtime begins.

Section 6. Workshift.

Except for schedules of less than eight (8) hours of work per day, eight (8), nine (9), ten (10), twelve (12), sixteen (16) or thirteen hours-twenty minutes (13:20) 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.

Employees who work a regular or alternative work schedule will not rotate between days and nights except in unusual circumstances, to accommodate scheduled training, or on a voluntary basis with approval from management. An employee who volunteered to work such a schedule may revoke the agreement with a minimum of three (3) weeks notice, at which time the Agency shall return the employee to the employee's former schedule.

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 an 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 than 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. 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.
- e. Vacation and compensatory time accrued by twelve (12) hour employees may be taken in twelve (12) hour increments at the discretion of the employee.
- f. Employees will be paid, or receive in compensatory time if requested by employee, time and one-half (1-1/2) of their straight time for all hours actually worked on a designated holiday.

Section 7. 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 8. 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 9. Trading of Individual 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 provide a written shift trade request form to their supervisor of such trades prior to the shift being worked. Employees who trade a different work schedule (e.g. night shift, swing shift, day shift) will need to designate appropriate leave to cover any additional hours. Once employee receives approval, the employee agrees to waive any contractual overtime or penalties which might otherwise have applied. Once approved, the traded shift shall become part of the regular work schedule for that week and both parties are expected to complete the shift trade.

Section 10. Temporary Shift Trade.

All employees bid into a schedule as defined under Section 3. Regular status qualified employees in the same classification may mutually agree to trade shifts on a temporary basis for a period of up to one-hundred twenty (120) days per occurrence. The request to trade shifts must be in writing, create no overtime and maintain established staffing ratios. If an employee participating in a temporary shift trade permanently vacates their position or no longer wishes to work the trade, the remaining employee returns to their original shift within two (2) weeks.

Section 11. Weekend Scheduling.

a. It is the policy of the Agency to schedule employees with at least fifty percent (50%) of weekends off, with the exception of nurses who work a flexible schedule or when operational needs require a position where the nurse works more than fifty percent (50%) of weekends. Positions where the nurse works more than fifty percent (50%) of a facility's weekends will be granted two (2) consecutive days off during the work week. Such positions will be posted for bidding.

Employees with at least fifty percent (50%) of weekends off who voluntarily express a desire, in writing, to work more than fifty percent (50%) of 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 ends forty-eight (48) consecutive hours later.

See LOAs: [RN Scheduling](#), [RN Submittal of Schedules \(PC\)](#)

REV: 2017,2019

ARTICLE 14. ON-CALL

Section 1. Purpose.

On-call may be used to staff anticipated or unanticipated emergent, emergency, or after-hour needs.

Section 2. Requirements.

An employee who is on-call shall be available to report to work within a reasonable period of time following contact by the Agency. The employee must be available at a predetermined telephone number or other prearranged method of contact at any time during the specified on-call period. However, such employees will not be subject to restrictions which would prevent the employee from using the time while on-call effectively for the employee's own purposes.

Section 3. Voluntary On-Call.

Each of the following may offer available on-call assignments on a rotating basis to qualified nurse volunteers: 1) Eliot; and 2) Pendleton Cottage.

Section 4. SACU Only. Mandatory On-Call.

Nurses working as Outreach are required to take on-call assignments. On-call assignments will be assigned on a rotating basis or other system agreed to by all Outreach nurses and the Nurse Manager. Nurses working as Outreach should not work more than two (2) consecutive weekends unless voluntary; and no more than two (2) weekends in a thirty (30) day period unless voluntary.

Section 5. Pay.

Employees on-call shall be paid the equivalent of one (1) hour of their base rate of pay for every six (6) 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 six (6)

hours of on-call time on holidays as designated in Article 42. All on-call pay shall be prorated based on the actual hours worked.

Section 6.

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.

Section 7.

Employees shall not be considered on-call once they commence performing assigned duties, including by telephone, and shall receive the appropriate rate of pay for time worked.

REV: 2017,2019

ARTICLE 15. OVERTIME

Section 1. Work Time.

All time for which an employee is compensated at the regular straight time rate of pay except standby time or on call time, but including holiday time off, compensatory time off, and other paid leave shall be counted as 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. Definition. Mandatory overtime is when Agency management assigns an employee to work beyond the employee's regular work schedule or the employee is unable to leave an assignment. It shall be considered voluntary when the Agency asks and the employee agrees to work beyond their work schedule.
- b. Limitations. The Agency may not mandate an employee to work overtime on a scheduled day off. The Agency may not mandate an employee to work overtime on a scheduled day of work until the Agency makes reasonable effort to utilize

- other registered nurses or other qualified employees to work those unfilled hours or shifts.
- c. Order of Lists. The Agency shall ask for volunteers to work additional hours in the following order, before requiring an employee to work mandatory overtime:
- (1) Temporaries or on call
 - (2) Employees receiving per-diem differential, if eligible
 - (3) On-duty RN volunteer
 - (4) In-house off-duty RN volunteer (according to rotation list)
 - (5) SACU only: Extended list RN volunteer
 - (6) On-duty LPN
 - (7) In-house off-duty LPN volunteer
 - (8) Agency Nurse
 - (9) 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 entire shift.
- d. 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 shift the employee was scheduled to work, or the shift the employee agreed to work, if:
- (1) 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
 - (2) There is a potential harm to an assigned patient if the employee leaves the assignment or transfers care to another.
- e. 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.
- f. This section does not apply to nursing staff needs:
- (1) In the event of a national or state emergency or circumstances requiring the implementation of a facility disaster plan, or
 - (2) In an emergency circumstance identified by the Department of Human Services by rule for SACU and Oregon Health Authority for Pendleton Cottage by rule, or
 - (3) Pursuant to ORS 441.166(4)c), if a hospital (as defined by ORS 441.160) has made reasonable efforts to contact all of the on-call nursing staff or staffing agencies on the list described in ORS 441.162 and is unable to obtain replacement staff in a timely manner.

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 orientation at SACU and Pendleton Cottage.

Section 6. Break Between Shift.

When an employee volunteers to work sixteen (16) or more hours in any twenty-four (24) hour period, the employee shall be permitted to not work or be on-call for the next eight (8) hours, even if scheduled to work. When an employee is required to work sixteen (16) or

more hours in any twenty-four (24) hour period, the employee shall be permitted not to work or be on-call for the next twelve (12) hours, even if scheduled to work. 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.

REV: 2017

ARTICLE 16. REPORTING & TELEPHONE 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.

Section 3. Telephone Time.

An employee that responds to a telephone call away from the worksite and outside their normal working hours, which does not necessitate the employee to return to their worksite shall be compensated if:

- a. It is the employee's responsibility to respond to patient care issues, including employees assigned on-call duty;
- b. The phone call and any immediate required follow-up, including charting time.
- c. A record of the call is maintained as specified by the Agency.

Compensation shall be for all minutes worked.

REV: 2017

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. Cost of Living Adjustments.

- a. Effective July 1, 2019, all pay rates shall be increased by two and fifteen hundredths percent (2.15%). The Association shall inform the Department of Administrative Services Labor Relations Unit and affected Agency in writing of the ratification date.

| PERS PARTICIPATING MEMBERS SALARY SCHEDULE EFFECTIVE JULY 1, 2019 | | | | | | | | | | | | | |
|---|---------|--------|--------|--------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Class Title | Class # | Pay Op | Rng Op | Salary Range | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 |
| Mental Health Registered Nurse | 6208 | A | P | 30 | | | 6808 | 7133 | 7470 | 7826 | 8199 | 8585 | 8993 |
| Nurse Practitioner | 6255 | A | P | 32 | | | 7470 | 7826 | 8199 | 8585 | 8993 | 9418 | 9865 |

| PERS NON-PARTICIPATING MEMBERS SALARY SCHEDULE EFFECTIVE JULY 1, 2019 | | | | | | | | | | | | | |
|---|---------|--------|--------|--------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Class Title | Class # | Pay Op | Rng Op | Salary Range | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 |
| Mental Health Registered Nurse | 6208 | A | P | 30 | | | 6366 | 6669 | 6985 | 7317 | 7665 | 8027 | 8409 |
| Nurse Practitioner | 6255 | A | P | 32 | | | 6985 | 7317 | 7665 | 8027 | 8409 | 8806 | 9223 |

- b. Effective July 1, 2020, an additional step shall be added to all salary ranges. Implementation shall be on a least costs basis. Employees who are at top step of their salary range on the effective date shall have their former salary eligibility date restored for future increases. However, this does not apply to anyone red circled above the new top step.

| PERS PARTICIPATING MEMBERS SALARY SCHEDULE EFFECTIVE JULY 1, 2020 | | | | | | | | | | | | | | |
|---|---------|--------|--------|--------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|
| Class Title | Class # | Pay Op | Rng Op | Salary Range | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
| Mental Health Registered Nurse | 6208 | A | P | 30 | | | 6808 | 7133 | 7470 | 7826 | 8199 | 8585 | 8993 | 9418 |
| Nurse Practitioner | 6255 | A | P | 32 | | | 7470 | 7826 | 8199 | 8585 | 8993 | 9418 | 9865 | 10333 |

| PERS NON-PARTICIPATING MEMBERS SALARY SCHEDULE EFFECTIVE JULY 1, 2020 | | | | | | | | | | | | | | |
|---|---------|--------|--------|--------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|
| Class Title | Class # | Pay Op | Rng Op | Salary Range | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
| Mental Health Registered Nurse | 6208 | A | P | 30 | | | 6366 | 6669 | 6985 | 7317 | 7665 | 8027 | 8409 | 8806 |
| Nurse Practitioner | 6255 | A | P | 32 | | | 6985 | 7317 | 7665 | 8027 | 8409 | 8806 | 9223 | 9660 |

- c. Effective October 1, 2020, all pay rates will be increased by three percent (3%) to be paid November 1, 2020.

| PERS PARTICIPATING MEMBERS SALARY SCHEDULE EFFECTIVE OCTOBER 1, 2020 | | | | | | | | | | | | | | |
|--|---------|--------|--------|--------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|
| Class Title | Class # | Pay Op | Rng Op | Salary Range | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
| Mental Health Registered Nurse | 6208 | A | P | 30 | | | 7012 | 7347 | 7694 | 8061 | 8445 | 8843 | 9263 | 9701 |
| Nurse Practitioner | 6255 | A | P | 32 | | | 7694 | 8061 | 8445 | 8843 | 9263 | 9701 | 10161 | 10643 |

| PERS NON-PARTICIPATING MEMBERS SALARY SCHEDULE EFFECTIVE OCTOBER 1, 2020 | | | | | | | | | | | | | | |
|--|---------|--------|--------|--------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|
| Class Title | Class # | Pay Op | Rng Op | Salary Range | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 | Step 9 | Step 10 |
| Mental Health Registered Nurse | 6208 | A | P | 30 | | | 6557 | 6869 | 7195 | 7537 | 7895 | 8268 | 8661 | 9070 |
| Nurse Practitioner | 6255 | A | P | 32 | | | 7195 | 7537 | 7895 | 8268 | 8661 | 9070 | 9500 | 9950 |

In the event there is a discrepancy between the printed salary amounts in this Section, the DAS payroll system shall prevail.

Section 2. 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 their 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 their salary rate. The differentials are based on a five-tenths percent (.5%) of their 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 3. 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 their 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 their salary for the length of their current employment. Any registered nurse returning to state service at any time will receive differentials only for degrees in nursing.

REV: 2017,2019

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"

Effective February 1, 2019 compensation plan salary rates for PERS participating members shall be increased by six and ninety-five one hundredths percent (6.95%). At that time, the Employer will begin paying the six percent (6%) employee contributions required under ORS 238A.330 to PERS or IAP accounts of such members, on behalf of such members, pursuant to a reduction of those members' compensation under ORS 238A.335(2)(a) and OAR 459-09-0200(3). No member will have an option to receive any part of that six percent (6%) contribution directly, as cash or otherwise. The intent of the Parties is for the contributions described under this Section to qualify for treatment as Employer contributions under Section 414(h)(2) of the Internal Revenue Code. This provision shall not be retroactive in its application or effective prior to February 1, 2019.

See LOA: [PERS Diversion](#)

REV: 2017,2019

ARTICLE 21. PER-DIEM DIFFERENTIAL

Section 1.

A per-diem differential shall be paid to an employee who is employed to work intermittently and/or less than eighty (80) hours per calendar month. Such employees must make themselves available to work at least five shifts per month which includes, at least, one (1) weekend shift and two (2) holidays per year.

Section 2.

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 employer insurance benefit contributions, if any, and paid time off. Employees receiving such per-diem differential shall be excluded from Article 54-Insurance. 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.

ARTICLE 22. DIFFERENTIALS

Section 1. Shift Differential.

- a. Eligibility.
- (1) **Evening Shift Differential.** Employees shall be eligible for the evening shift differential for all hours worked between the hours of 2:00 p.m. and 10:00 p.m.
 - (2) **Night Shift Differential.** Employees shall be eligible for the night shift differential for all hours worked between the hours of 10:00 p.m. and 6:00 a.m.
 - (3) **Weekend Shift Differential.** Employees shall be eligible for the weekend differential for all hours worked beginning with the night shift on Friday through swing shift on Sunday (or through day shift Sunday for twelve (12) hour employees). The weekend is a consecutive forty-eight (48) hour block of time set by each facility or team (Outreach).
- b. Shift differentials shall be applied to base rates in computation of payments for overtime.
- c. The differential shall be as follows:

| Evenings | Nights | Weekends |
|----------|--------|----------|
| \$2.35 | \$2.70 | \$1.65 |

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.

Section 3. Lead Differential.

All employees formally assigned Lead duties by their supervisor in writing for ten (10) consecutive calendar days or longer shall be compensated five percent (5%) above their current rate, provided the lead duties are not included in the classification for the employee's position.

Lead duties are where, on a recurring daily basis, the employee has been directed to perform substantially all of the following functions: orient and train new employees; assign and reassign tasks to accomplish prescribed work efficiently; give direction to workers concerning work procedures; review work of employees for conformance to standards; provide informal assessment of workers' performance to the supervisor; attend ISP's and monthlies with follow-up on assigned tasks; and, coordinate staff scheduling and time keeping.

Assignment of Lead duties shall not be made in a manner that circumvents the administration of this Section. An employee performing lead duties may request an adjustment to his/her patient care assignment if necessary to accomplish lead duties, emergent, or emergency situations.

Section 4. Charge Nurse Differential.

When assigned by nursing management to work as the Charge Nurse on a shift where more than one (1) registered nurse is scheduled and when nursing management is unavailable, the assigned registered nurse shall be compensated five percent (5%) above his/her current base rate. Such compensation shall be for actual hours worked as the Charge Nurse. The Charge Nurse may request an adjustment to his/her patient care assignment if necessary to accomplish charge duties, emergent, or emergency situations.

REV: 2017

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 Chief Human Resource Office 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 salary increases as follows:

- 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 of no less than the next higher rate in the new salary range effective on the date of the promotion and upon completion of six (6) months trial service after promotion and annually thereafter until the employee has reached the top step of the salary range, which increase shall be no less than four percent (4%).

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 they 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 their position, the employee 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.

Section 6. Rate of Pay Upon Reemployment.

- a. When a former employee is, within a two (2) year period of time, reemployed to a position in the same classification in which the employee was previously employed, the employee shall be paid at or below the step at which they were being paid at the time of their termination.
- b. If a person is reemployed in a position in a classification with a lower salary range than that of the employee's previous position, the employee may be paid at any step in the lower salary range not exceeding the rate they were being paid in the higher classification, except when exceptional circumstances justify the payment of a higher rate.
- c. The previous eligibility date, adjusted by the amount of break in service, shall represent the earliest salary eligibility date following the return. However, the salary eligibility date may be established by the Agency as the first of the month, in any future month, up to twelve (12) months from the date of reemployment.

REV: 2019

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, Chief Human Resource Office 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, Chief Human Resource Office 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, Chief Human Resource Office 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. Deleted 2019-2021.

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.

Registered Nurses 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 file or supervisory working file 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 official personnel file or supervisory working file except for confidential reports from previous employers.

Section 2.

Records pertaining to an individual's qualifications, personnel actions, performance evaluations, commendations, or disciplinary matters shall be contained in the official 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 official personnel file.

Section 3.

No information reflecting critically upon an employee shall be placed in the employee's official personnel file 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 official personnel file provided the following disclaimer is attached:

"Employee's signature confirms only that the supervisor has discussed and given a copy of the material to the employee. 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 official personnel file 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 retained for 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 official personnel file. The employee explanation or opinion shall be attached to the critical material and shall be included as part of the employee's official personnel record until the critical material is removed.

Section 6.

An employee may include in his/her official 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 official 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. Except for Pendleton Cottage, 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.

For Pendleton Cottage only, all employees rehired after a break in State service of more than six (6) months, and all employees promoted to a higher classification shall serve a trial service period of six (6) months.

An employee's trial service may be extended up to three (3) months for the purpose of developing the skills and/or knowledge necessary for competent job performance. Written notice of the extension will be provided to the employee and a copy of the extension shall be forwarded to the Association and the State of Oregon, Department of Administrative Services (DAS), Labor Relations Unit.

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 their 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 they display an unwillingness or inability to perform the duties of a position satisfactorily; if they display habits or dependability that do not merit their 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 a trial service shall not have the right to grieve their trial service removal.

An employee who is removed from trial service following a promotion shall have the right of return to the Agency and the classification or comparable salary level, which the employee previously held, unless charges are filed and the employee is discharged as provided in [Article 64 – Discipline and Discharge](#).

Section 4. Effect of Leave Without Pay on Trial Service Period.

Trial service shall be extended in instances where a trial service employee has been on a cumulative leave without pay for fifteen (15) days or more and then only by the number of days the employees was on such leave.

REV: 2019

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 for a minimum of seven (7)-calendar days to include at least one

(1) weekend day. Such job postings shall include the work unit, shift and qualifications for the job. Interested applicants may apply as 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 for a minimum of five (5)-calendar days to include at least one (1) weekend day. All interested applicants shall apply as 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 3. Bidding on Shifts or Unit.

In house seniority shall be first considered, followed by Agency seniority, followed by state service seniority, followed by open competition.

Section 4. Job Interview Leave.

- a. 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.
- b. 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.
- c. Denial of Interview Leave time may be grieved up to Step 3.
- d. All Interview Leave time, including travel, approved under Subsection a and b, must be recorded as IT on the employee's timesheet/time reporting record.
- e. Interview Leave used shall not count as time worked for purposes of overtime.
- f. An Agency shall not incur any employee reimbursement costs.

REV: 2017,2019

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. Alternative to Layoff

- A. When the Agency believes that a lack of funds requires a layoff, the Agency will notify the Union as far in advance as possible but not fewer than fifteen (15) calendar days before the Agency issues initial layoff notices. The Parties will meet, if requested by either the Agency or Union, to consider alternatives to layoffs such as voluntary reductions in hours or workdays, temporary interruptions of employment or other voluntary employment options. Alternatives to the layoffs shall require mutual agreement between the Agency and Union. In the absence of any mutual agreement, the Agency will implement layoff procedures consistent with the current applicable agreement.
- B. Agency and Union discussions under this agreement shall not constitute interim bargaining under the Public Employees Collective Bargaining Act. The Parties shall not be required to use the dispute resolution procedures contained in the Public Employees Collective Bargaining Act.

As the Agency values stability in the workforce and the talents and contributions of its employees, the Agency will make a good faith effort to implement other workforce adjustment measures before implementing layoff. When the Agency decides a workforce or layoff will be necessary, the Agency will notify the Union. Where a workforce adjustment plan is developed, the Agency will share the plan with the Union.

Section 2. Layoff.

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 and the Union shall be given written notice of a pending layoff as far in advance as possible but no fewer than fifteen (15) calendar days before the effective date, stating the reasons for the layoff.

Section 3. 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 2 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) temporary; (b) trial service; and (c) 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 shall be given notice sixteen (16) hours prior to the beginning of the scheduled shift from which they are to be temporarily laid off, or be paid for that scheduled shift.

Section 4. 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; however, prior to management's determination of which positions will be laid off, management may allow impacted classification employees to volunteer for layoff or demotion.
- b. Separate lists will apply to full-time and part-time employees in a classification;
- c. The employee and the Union shall be given written notice of the pending layoff as far in advance as possible but no fewer than 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) Temporary employees;
 - (2) Trial service employees; and
 - (3) Regular employees in inverse order of seniority by work unit (except in the bumping process), according to Section 6 of this Article.Layoff will be by each Agency.
- e. No bargaining unit member shall be displaced as a result of use of contract services (e.g., "agency" or "traveler" nurses).

Section 5. 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 6. Layoff Options.

A regular employee who is about to be laid off, whose position is being eliminated; or is being displaced by another employee through the bumping process may displace an employee in the same classification or demote and displace an employee in a lower classification within the Agency provided:

- a. The employee has more seniority than the employee with the least seniority in the classification; and
- b. The employee meets the qualifications for the position; or
- c. The employee may opt to be laid off.

In order to displace someone per the provisions of this Section, the employee must notify the Agency Human Resources Office of their choice within seven (7) calendar days of the receipt of the layoff notice.

Section 7. Seniority Definition.

Seniority shall mean the layoff service date determined by length of continuous employment in state service, except for temporary service not covered by this Agreement.

- a. 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.
- b. Job-share employees shall be considered part-time employees.
- c. Part-time employees will receive part-time seniority.

Section 8.

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 9.

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 10. 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 who are on an Agency layoff list shall be recalled to work in seniority order beginning with the employee with the greatest seniority, provided they are qualified to perform the duties of the position available. An employee who is passed over retains their position on the recall list.

Section 11. 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 12.

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.

Section 13.

After the layoff process, if the Association and the Agency mutually agree, the Agency can rebid shifts in order to meet Agency operational needs. Employees shall use their seniority to select an open shift of their choice during this process.

REV: 2017,2019

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 requests to bargain over the change.

REV: 2017

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. The Friday after Thanksgiving.
- j. Christmas Day on December 25.
- k. Every day appointed by the Governor as a holiday.
- l. 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 their 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.

REV: 2017,2019

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 sub-section 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 fifty (350) hours.

Section 7. Effect of Paid Leave on Vacation Accrual.

All paid time off shall be considered time worked.

Section 8. Pay Upon Separation or Layoff.

In the event of separation or layoff, any unused vacation, up to three hundred (300) 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 in ORS 652.190.

REV: 2017

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 due to any of the following reasons:

- Illness;
- bodily injury;
- disability resulting from pregnancy;
- necessity for medical or dental care;
- if the employee is a victim of domestic violence, harassment, sexual assault, or stalking; or the parent or guardian of a minor child or dependent who is a victim of domestic violence, harassment, sexual assault or stalking pursuant to ORS 659A.270 through 659A.290;
- exposure to contagious disease;
- for the emergency repair of personal assistive devices which are medically necessary for the employee to perform assigned duties;
- attendance upon members of the employee's or the employee's spouse's immediate family or the equivalent of each for domestic partners, (parents, spouse, children, foster children, siblings, grandparents, grandchildren, children's spouse, or another member of the immediate household) where employee's presence is required because of illness or death in the immediate family of the employee or the employee's spouse or domestic partner.

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 parental 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.

Section 4. Voluntary Medical Separation.

- a. A regular status employee with a serious health condition who has exhausted all of their own accrued paid leave balances may submit a written request to the Agency for a 'voluntary medical separation'. A voluntary medical separation is a voluntary resignation for medical reasons. The employee shall attach a doctor's certification to the request attesting to the employee's serious health condition.
- b. If, based on the doctor's certification, the employee has a serious health condition, the Agency will approve the employee's written request for voluntary medical separation so long as the employee is not under investigation for any performance and/or misconduct.
- c. An employee who receives a voluntary medical separation will be notified that they will be placed on the Agency's Layoff List and may be eligible for recall provided all of the following conditions are met:
 1. The employee will be placed on the Agency's Layoff List in order of seniority but not eligible for recall until the employee becomes fit for duty. To be fit for recall the employee must submit a doctor's certification that they are fit to return to work full-time without restrictions;
 2. The position the employee may be recalled back to is in the same classification they occupied before their voluntary resignation;
 3. The employee must meet the minimum qualifications and special qualifications for the recalled position;
 4. The employee will be eligible for recall only in their former bargaining unit and former work location (city/county);
 5. The employee will be eligible for recall to a position when there is a vacant position the Agency intends to fill;
 6. The employee's name shall remain on the Agency Layoff List for two (2) years from the date of voluntary resignation; and,
 7. If the employee rejects a recall offer for their former work location, the employee's name will be removed from the list.

REV: 2019

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 for SACU and Oregon Health Authority for Pendleton Cottage 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 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 for SACU and Oregon Health Authority for Pendleton Cottage.

REV: 2017

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 their 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.

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

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.

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.

For purposes of this Article, "immediate family" shall include the employee's or the employee's spouse's parent (includes one who stood in loco parentis (in place of a parent) when the employee was a child), spouse, child, (and child's spouse)(includes a child whom the employee stood in loco parentis), siblings, grandparents, grandchild, aunt, uncle, niece, nephew, or the equivalent of each of the above for domestic partners, or another member of the immediate household. Note: Immediate family shall include the current in-laws and step family members who qualify per the above list.

Section 5. Personal Leave.

At the completion of six (6) months of service, full-time employees shall be entitled to twenty-four (24) hours of personal leave with pay for each fiscal year (July 1 through June

30). Part-time employees shall be granted such leave on a prorated basis at the completion of one-thousand forty (1040) hours each fiscal year. Personal leave shall not be cumulative from year to year nor is any unused leave compensable in any other manner. Such leave may be taken at time mutually agreeable to the supervisor and the employee.

REV: 2019

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 accrue to a maximum of one hundred and twenty (120) hours or paid in cash, at the employee's request. Any hours accrued shall be paid in cash no more than once per month. Compensatory time earned in the current month is not eligible for cash out. The request will be processed and the payout included on the first of the month or mid-month payroll run provided it is received in the Agency payroll office on the business day prior to payroll final cutoff. In the event compensatory time cannot be paid due to budgetary constraints, the employee may request and shall be granted an emergency draw provided the employee has not already received a draw that month. If an employee applied for compensatory time off and that request is denied, the Personnel manager or the Senior Human Resources Manager of the program 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 for compensatory time off will be granted. Denials of requests will be made within three (3) workdays of the request, except for Pendleton Cottage, which will provide denials within five (5) calendar days 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. If an employee has a reasonable expectation that future accrued vacation hours will meet future requests for vacation time off, the request will not be denied on that basis. However, if at the time the vacation time off is scheduled to occur and accrued vacation hours are not available, the employee's uncovered vacation time will be denied. The following system shall be applied in determining approval of vacation times:

- a. 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.

- (1) Preference will first (1st) go to those who exercise seniority;
 - (2) In the event that two (2) or more staff request the same time off and no one elects to exercise seniority, the manager will select a number, and each employee will pick a number. The requested time off will be approved to the employee who selects the closest number.
- b. Each Agency, with a vote of the majority of nurses, may elect to have vacation requests being submitted during two (2) one month periods. Such election may occur only once per contract cycle. 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. Management has ten (10) days to respond. 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.

REV: 2019

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 accrued (up to the maximum provided for in Article 50, Section 1) and vacation hours accrued (up to the maximum provided in Article 43, Section 8) 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 8.
- 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.

REV: 2017

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

Section 1. Eligibility.

An Employer contribution shall be made for full-time employees who has at least eighty (80)-paid regular hours in the month, except for employees receiving per-diem differential unless required by law.

The contribution for eligible participating part time employees with eighty (80) or more hours paid time for the month the Employer shall contribute a prorated amount of the contribution for full-time employees unless otherwise required by law. This prorated contribution shall be prorated based on the ratio of paid regular hours to full time hours to the nearest full percent.

Section 2.

For Plan Years 2019, 2020 and 2021 the Employer will pay ninety-five percent (95%) and the employee will pay five percent (5%) of the monthly premium rate as determined by PEBB.

For employees who enroll in a medical plan that is at least ten percent (10%) lower in cost than the monthly premium rate for the highest cost plan available to the majority of employees, the Employer shall pay ninety-nine percent (99%) of the monthly premium for PEBB health, vision, dental and basic life insurance benefits and the employee shall pay one percent (1%).

Section 3.

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

See LOA: [Part-time Medical Premium Subsidy](#)

REV: 2017,2019

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 violates 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), except for Pendleton Cottage which will have a maximum of one (1), which shall be appointed to serve.

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

See LOA: [Safety Committee Review](#)

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 for SACU and Oregon Health Authority for Pendleton Cottage). 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.

Each Agency shall have a Professional Nursing Care Committee (PNCC) composed of members of the specific Agency and elected by the Association. Each Committee shall have a minimum of the following number of nurses: a) SACU – three (3) and b) Pendleton Cottage – two (2).

Section 2.

The Committee may meet once a month at such times so as not to conflict with routine duty requirements, either in person, telephonically or other appropriate means. 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 participating in a Committee meeting.

Section 3.

The Nurse Manager, or nurse designee may attend the beginning of the meeting for the purpose of exchanging information on pertinent subjects, receive Committee recommendations, or to provide the Committee a summary of incidents (incident reports

and medication incident reports) which directly involve a nurse, nursing care, or issues relevant to a nurses' treatment or care of a patient(s) . The Nurse Manager, or nurse designee, may also request special meetings with the Committee, but such meetings shall not take the place of the regular Committee meetings. Meetings requested by the Nurse Manager, or nurse designee, shall be considered duty time.

Section 4.

The Committees have the authority to make recommendations on patient care matters, scope of nursing practice, the delegation of nursing duties, the authority to accept orders and recommendations for patient care and treatment, and other issues involving the nursing practice within the Agencies. The Committees will review summaries of the reports provided by the Nurse Manager, or nurse designee, and make a recommendation to the Nurse Manager, or nurse designee, about how such issue(s) may be addressed in the future.

Section 5.

The Nurse Manager, or nurse designee, 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 Nurse Manger, or nurse designee, shall notify the Committee of a date certain, when a response would be given.

Section 6.

If recommendations are not approved by the Nurse Manager, or nurse designee, the Committee may request a special meeting. The two (2) sides will work in good faith to achieve a consensus solution grounded in best nursing and patient practices given the unique patient population served by the Agencies.

Section 7.

Policy recommendations made by the PNCC which are approved by the Nurse Manager, or nurse designee, will be incorporated into the appropriate policy and/or procedure manual.

Section 8.

The Committee shall keep minutes for all meetings and shall provide a copy of minutes of all meetings on Agency time to the Nurse Manager or nurse designee, as appropriate, within five (5) days of the meeting. The PNCC may distribute minutes via electronic mail and post at each unit in a conspicuous location.

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 employees paid time to complete the Oregon State Board of Nursing required continuing education. Employees must get approval from their manager before scheduling the continuing education. The continuing education shall occur on-site, during an employee's regularly scheduled work shift, and shall not result in overtime. The Employer may pay for the Oregon State Board of Nursing required continuing education course 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, Certified Psychiatric-Mental Health Nursing curriculum or for tuition. The fund shall be supported by the Employer at a rate not to exceed five hundred (\$500.00) per year per average FTEs in each Agency. 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.

Section 4. ANCC Certification (Pendleton Cottage Only).

- a. The Employer values American Nurses Credentialing Center (ANCC) certification consistent with the educational level of the employee. All members of the bargaining unit are encouraged to seek ANCC certification. The Nurse Manager in consultation with the Bargaining Unit Chairperson will determine which certification subject is most relevant to the program area of the employee's current position.
- b. As an incentive to employees, the Employer agrees to pay for testing time up to a maximum of eight (8) hours. Upon presentation to the Nurse Manager of proof of ANCC certification and personal payment of fees, the employee will be reimbursed for one-half (1/2) of the application and examination fees.
- c. The employee is eligible to receive a differential of one and one-half percent (1.5%) of base salary for their ANCC accreditation, once requested by the employee and verification of the accreditation is received by management. In order to continue to receive the ANCC differential, the employee's certification must be maintained and valid. If not valid, the differential shall be removed.

Section 5. Developmental Disability Nursing Association (DDNA) Certification (SACU Only).

- a. The Employer values Developmental Disability Nursing Association (DDNA) certification consistent with the educational level of the employee. All members of the bargaining unit are encouraged to seek DDNA certification.
- b. As an incentive to employees, the Employer agrees to pay for testing time up to a maximum of eight (8) hours. Upon presentation to the Nurse Manager of proof of DDNA certification and personal payment of fees, the employee will be reimbursed for one-half (1/2) of the application and examination fees.
- c. The employee is eligible to receive a differential of one and one-half percent (1.5%) of base salary for their DDNA accreditation, once requested by the employee and verification of the accreditation is received by management. In order to continue to receive the DDNA differential, the employee's certification must be maintained and valid. If not valid, the differential shall be removed.

REV: 2019

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 (unless otherwise specified in this Agreement) 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 their grievance in writing on the "Official Grievance Form" or

facsimile, to their 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 their 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.

The Agency and the Association may mutually agree to start a grievance at Step 2. The Association must submit, in writing, a request to bypass Step 1 and file the grievance at Step 2. A request by the Association to file a grievance at Step 2 must be made 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.

At the Association's request, the Manager shall schedule a mutually convenient time to discuss the grievance with the grievant and/or their 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 their designee, except for Pendleton Cottage which shall be submitted to the Senior Human Resource Manager of the program. 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 their 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 their representative and/or lower level manager, either in person or by telephone, unless such discussion is mutually waived. The Superintendent/Assistant Administrator or their 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 their 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 their 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 can be obtained by going to ONA's website at www.oregonrn.org or call ONA's office at (503) 293-0011.

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 their rights under the provisions of this Article.

REV: 2019

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 formal disciplinary action, such as written reprimand, economic sanction, 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 & UNDERPAYMENTS

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 two (2) 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.

When the Agency has been notified an employee has been underpaid and there is no dispute, the employee must be paid the undisputed underpaid wages regardless of the cause of the underpayment. When the underpayment is less than five percent (5%) of the employee's gross wages, the amount may be paid upon the next regular payday. If the underpayment is more than five percent (5%) of the gross, the amount must be paid to the employee within five (5) business days.

If a dispute arises over the amount of wages due an employee, the Agency must pay all money the Agency agrees is due, without setting any conditions upon payment. If the disputed monies are later found to be due the employee, the Agency will pay the employee such underpayments. An employee may seek underpayments as far back as two (2) years upon notification of the underpayment.

Section 4.

The Article does not waive the Agency or Employee's right to pursue other legal procedures and processes to recoup an overpayment or underpayment made to an employee at any time, subject to applicable statute of limitations.

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 provide the Association notice and opportunity to bargain pursuant to PECBA's process for expedited bargaining per ORS 243.698. The Agency's notice shall include its decision to conduct a formal feasibility study, indicating the job classifications and work areas affected that could result in displacement of bargaining unit members. Should the Association make a demand to bargain pursuant to ORS 243.698, 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 279A.010(1)(f), 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
- b. employee shall be placed on the Agency layoff list and may, at the
- c. employee's discretion, be placed on a secondary recall list for a period of two (2) years; or
- d. 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.
- e. 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 July 1, 2019, by and between the parties, or such later date as it receives full acceptance by the parties and shall remain in full force and effect through June 30, 2021, 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, 2020, through December 1, 2020, 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 2021, or any successive January.

REV: 2017,2019

ARTICLE 69. LABOR MANAGEMENT COMMITTEE

Section 1.

- a. A Labor/Management Committee may be formed at the request of either party at each bargaining unit (SACU). The Committee shall be comprised of three (3) management selected employees, the Association Labor Relations Representative and two (2) Association-appointed nurses. For Pendleton Cottage a Labor/Management Committee may be formed at the request of either party. Pendleton Cottage Committee's representative shall be comprised of one (1) management selected employee, the Association Labor Representative and one (1) Association-appointed nurse.
- b. Employees appointed to the Committees shall be in pay status during time spent in Committee meetings. Approved time spent in meetings shall neither be charged to leave credits nor considered as overtime worked.
- c. The Committees shall meet as needed at the request of either party for the purposes of discussing labor/management issues, including staffing issues. The Committees may make recommendations to the Program Director. Employees shall have paid release time to attend meetings of the Committee.
- d. The Committees shall have no power to contravene any provision of the Collective Bargaining Agreement nor enter into any agreements binding on the Parties to this Agreement or resolves issues or disputes surrounding the implementation of the Contract. Matters which may require a Letter of Agreement shall not be implemented until a Letter of Agreement has been signed by the DAS Labor Relations Unit and the ONA Representative.

APPENDIX A - LETTERS OF AGREEMENT -

LETTER OF AGREEMENT - ARTICLE 13 – WORK SCHEDULES – RN Scheduling

This Letter of Agreement is entered into between the State of Oregon, acting by and through the Department of Administrative Services Chief Human Resource Office, Labor Relations Unit (Employer), on behalf of Pendleton Cottage (Agency or Agencies), and the Oregon Nurses Association (ONA or Association).

This Agreement applies to the Registered Nurses (RN) working at the facility known as the Pendleton Cottages (PC). The RN's working at PC are classified as Mental Health Registered Nurses or MHRN's. Except as amended below, the contract language of the Collective Bargaining Agreement applies.

- a. Relief Coverage: Registered Nurses hired into Vacation Relief/Flexible Positions will be available for vacation coverage on any shift. At no time will a nurse be required to cover a day, evening, and night shift in the same work week.
- b. Weekend Coverage: Registered Nurses, unless by mutual agreement, reduced to writing and forwarded to the Association, will have at least fifty (50%) of weekends off. PC will make every effort to schedule Flexible Positions with fifty (50%) of weekends off and will only schedule them otherwise when it is not possible due to extended leaves, vacations or unplanned absences. This does not prevent Nurses in these Flexible Positions to voluntarily work every weekend if they voluntarily choose to do so.

This Letter of Agreement shall expire on June 30, 2021, unless extended by mutual agreement by both Parties.

LETTER OF AGREEMENT - ARTICLE 13 – WORK SCHEDULES – RN Submittal of Schedules (Pendleton Cottage)

This Agreement is between the State of Oregon, acting by and through the Department of Administrative Services Chief Human Resource Office, Labor Relations Unit (Employer), and the Oregon Nurses Association (ONA or Association).

This Agreement applies to the Registered Nurses (RN) working at the facility known as Pendleton Cottage (PC).

Parties agree to the following:

1. All bargaining unit Registered Nurses are encouraged to develop a schedule and submit that schedule to management.
2. Schedule parameters are as follows:
 - Tuesday and Thursday AM shift must be scheduled with two (2) RNs
 - Wednesday PM shift must be scheduled with two (2) RNs
 - RNs may be schedule on eight (8) and/or ten (10) hour shifts
 - One (1) RN for all shifts
 - Pre-planned vacation coverage reflected on the schedule
 - Start and stop times must provide for Med Pass coverage
 - Schedule must fall within the established forty (40) hour work week.
3. Management will review all schedules submitted by staff to assure that the scheduling parameters listed in #2 above of the facility are met.
4. During the Term of this Agreement, schedules submitted by RNs do not need to comply with Article 13, Section 11, unless an individual nurse does not agree to be scheduled more than fifty (50%) of weekends.
5. All management approved schedules are then displayed no less than ten (10) days in advance of the twenty-one (21) day posting date, per Article 13, Section 1.
 - a. Each Registered Nurse will then vote on the staff schedule they prefer.
 - b. The staffing schedule that is preferred by the majority of nurses will be used for the next month work schedule.
 - c. If there are no schedules submitted by staff that meets the facilities needs detailed in #2 of this LOA, management shall establish the work schedule.

This Letter of Agreement shall expire within one-hundred twenty (120) days after ratification, unless extended by mutual agreement by both Parties.

LETTER OF AGREEMENT - ARTICLE 20 – PERS PICKUP – PERS DIVERSION

This Agreement is between the State of Oregon, acting by and through the Department of Administrative Services, Labor Relations Unit (Employer), and the Oregon Nurses Association (ONA or Association).

The Parties acknowledge that challenges have been or may be filed that contest the legislation enacted by the 2019 Legislative Assembly, including SB1049. Nothing in this Agreement shall constitute a waiver of any Party's rights, claims or defenses with respect to the above.

LETTER OF AGREEMENT - ARTICLE 54 - PART-TIME MEDICAL PREMIUM SUBSIDY

This Agreement is between the State of Oregon, acting through its Department of Administrative Services, Labor Relations Unit (Employer) and ONA (Association).

The purpose is to clarify the Employer's obligation for medical premium payments for employees working less than full-time.

This Agreement replaces all other Letters of Agreement in effect on the same subject.

1. For Plan Years 2019, 2020 and 2021 the Employer will pay ninety five percent (95%) and the employee will pay five percent (5%) of the monthly premium as determined by PEBB. For employees who enroll in a medical plan that is at least ten percent (10%) lower in cost than the monthly premium rate for the highest cost medical plan available to the majority of employees, the Employer shall pay ninety-nine percent (99%) of the monthly premium of PEBB health, vision, dental and basic life insurance benefits and the employee shall pay the remaining one percent (1%).

For less than full-time employees who have at least eighty (80) paid regular hours in the month, the Employer will pay a monthly benefit insurance premium amount of the plan selected by the employee calculated per Article 54 - Insurance as follows:

- a. Part-Time Employees Electing Part-Time Insurance:

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

In addition, there shall be a subsidy based on the employee's coverage tier for Plan Years 2019, 2020 and 2021. The part-time subsidy shall be determined by PEBB for each plan year.

- b. Part-Time Employees Electing Full-Time Insurance

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

LETTER OF AGREEMENT - ARTICLE 57 – HEALTH AND SAFETY - SAFETY COMMITTEE REVIEW

This Letter of Agreement is entered into between the State of Oregon, acting by and through the Department of Administrative Services Chief Human Resource Office, Labor Relations Unit (Employer), on behalf of Pendleton Cottage, and the Stabilization and Crisis Unit (Agency or Agencies), and the Oregon Nurses Association (ONA or Association).

The Parties agree to the following:

- a. The Agencies may review the following concerns at their local Safety Committee:
 1. Safety concerns regarding current staffing levels; and
 2. Safety concerns regarding environment of care, general trends of incoming clients, and changing health and behavior status of current clients.

- b. The Safety Committee will:
 1. Identify issues and concerns;
 2. Develop solutions for possible changes and/or improvements; and
 3. Prepare written recommendations to their local Labor Management Committee for consideration.

This Letter of Agreement shall be re-evaluated on June 30, 2021, unless extended by mutual agreement by both Parties. If neither Party proposes changes, this Letter shall stay in effect as written.

LETTER OF AGREEMENT – PAY EQUITY

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) on behalf of the Department of Human Services (DHS) - Stabilization and Crisis Unit (SACU) and Oregon Health Authority (OHA) - Pendleton Cottage (Agencies), and Oregon Nurses Association (Association).

The purpose of this Agreement is to provide procedures to implement unscheduled pay equity adjustments consistent with Oregon law, and, to identify the appeal procedure to have Agency or Employer decisions concerning pay equity reviewed.

The Parties agree to the following:

1. **Application to Current Employees:** The Employer, an Agency Head or designee (with CHRO approval) may provide an unscheduled salary step increase to correct a pay inequity between employees who perform work of a comparable character and are similarly-situated based on relevant factors, identified in Oregon law [ORS 652.220(2)], by which individual employees may be compensated differently. Unscheduled salary step increases may be initiated by:
 - a. Periodic statewide equal pay analysis processes; (appeal process section 10)
 - b. Employee request, and, (appeal process section 9)
 - c. Agency identified inequity. (appeal process section 9)
2. **Application to Returning Employees (including but not limited to reemployment and return from layoff):** An Agency Head or designee may offer a greater rate of pay than prescribed in the applicable labor agreement when the Agency identifies a pay inequity between employees in the same classification who perform work of a comparable character.
3. If an Agency plans to grant an unscheduled salary step increase to an employee(s), the Agency shall first forward the recommendation to CHRO, Classification & Compensation for review and analysis. The CHRO shall approve or disapprove the recommendation and shall provide a written response back to the Agency. If approved, the Agency may take action to implement the pay equity adjustment.
4. An employee may request a pay equity review by submitting a pay equity review form to the Agency Human Resources department. The Agency Human Resource department shall review the merits of the request based on the relevant factors and issue a decision within sixty (60) days, unless otherwise mutually agreed to in writing.
5. Pay equity adjustments are generally effective on the date an employee made a written request to the agency or the date the agency submitted a request to DAS Classification and Compensation, whichever is earlier.
6. In the event an employee receives an unscheduled salary step advancement for any of the reasons identified in Section 1, the employee's salary eligibility date shall remain the same.

7. Agencies shall retain all documents pertaining to decisions involving pay equity.
8. If the employee meets with the Agency or Employer, the employee may request and obtain Association representation.

9. **Appeal Procedure – Agency-Level Pay Equity Decisions**

- a. If an employee wishes to appeal an Agency’s pay equity decision, the employee, or Association on the employee’s behalf, shall submit a completed Pay Equity Appeal Form to the Agency Head (or designee) within fifteen (15) days of receipt of the Agency’s decision. The Agency shall respond to the appeal within thirty (30) days of receipt of the appeal. The appeal must be based on one or more of the factors listed in ORS 652.220(2) and the compensation of other employees performing work of a comparable character.
- b. If the employee disagrees with the Agency’s decision, the employee, or the Association on the employee’s behalf, may submit a written appeal to the Department of Administrative Services Labor Relations Unit (LRU) fifteen (15) calendar days of receipt of the Agency’s decision. The employee, or the Association on the employee’s behalf, shall forward all written documents as part of the appeal. The employee shall identify what factors, as outlined above, the Agency did not properly consider. The Department of Administrative Services Labor Relations Unit (LRU) shall respond to the appeal in writing within thirty (30) calendar days.
- c. Pay equity appeals are not subject to arbitration. However, nothing in this agreement precludes the employee from submitting a claim to the Bureau of Labor and Industries (BOLI) in accordance with BOLI’s administrative rules or pursue other legal recourse. The timelines for filing with BOLI or pursuing other legal recourse apply regardless of whether the employee appeals the decision under this Section.
- d. For purposes of this Agreement only, the appeal process in this agreement replaces the grievance procedure outlined in the labor agreement covering the employee.
- e. The Employer and Association may agree to extensions of time in this agreement upon mutual agreement in writing.

10. **Appeal Procedure – DAS Statewide Equal Pay Analysis Decisions**

- a. An employee, or the Association on behalf of an employee, may appeal the Employer’s decision concerning the employee’s salary that resulted from a statewide equal pay analysis. The appeal must be based on one or more of the factors listed in ORS 652.220 (2) and the compensation of other employees performing work of a comparable character.
- b. An appeal of the Employer’s equal pay analysis decision may be filed by sending a completed DAS Pay Equity Appeal Form via electronic mail to CHRO.CNC@Oregon.gov no later than 11:59 PM, PST on February 28, 2019. The Employer shall make a good faith effort to respond with a decision regarding the employee’s appeal no later than June 30, 2019.

Upon notice to the Association, the employer may extend the June 30, 2019 deadline.

- c. The timelines for filing with BOLI or pursuing other legal recourse apply regardless of whether the employee appeals the Employer's decision under this section.
 - d. Pay adjustments made as a result of accepted appeals shall be made retroactively to January 1, 2019.
 - e. To be eligible to file an appeal of the DAS statewide equal pay analysis decision an employee must have been employed by a state executive branch agency as of December 31, 2017 and completed the equal pay analysis survey administered in calendar year 2018. Employees who do not meet these eligibility requirements may pursue an appeal through Section 4 of this Agreement.
 - f. Employees at the top step of the salary range assigned to their job classification on or before January 1, 2019 are not eligible to file an appeal.
 - g. The Employer shall notify an employee of the outcome of the employee's appeal.
 - h. If the employee disagrees with the Employer's response, the employee may submit a claim to the Bureau of Labor and Industries or pursue other legal recourse. Pay equity appeals are not subject to arbitration.
 - i. For purposes of this Agreement only, the appeal procedure in this Agreement replaces the grievance procedure outlined in the labor agreement covering the employee.
11. This Agreement becomes effective on the date of the last signature below and expires June 30, 2021.

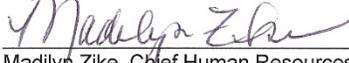
2019-2021 ONA – SIGNATURE PAGE

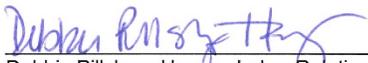
Signed this 31st day of July 2019, at Salem, Oregon.



**FOR THE
STATE OF
OREGON**

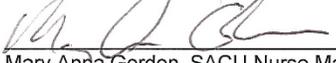

Katy Coba, Director
Department of Administrative Services (DAS)


Madilyn Zike, Chief Human Resources Officer
DAS, Chief Human Resources Office (CHRO)


Debbie Pillsbury-Harvey, Labor Relations Manager
DAS, CHRO Labor Relations Unit


Kristina Koos, Labor Relations Manager
DAS, CHRO Labor Relations Unit

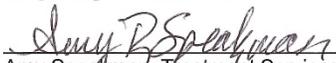

Cindy Hoffman, DHS Senior HR Manager
Bargaining Team Member


Mary Anna Gordon, SACU Nurse Manager
Bargaining Team Member


Bryan Wier, SACU Regional Oversight Manager
Bargaining Team Member


Billy Martin, OSH Senior HR Manager
Bargaining Team Member


Chip Killen, OSH HR Analyst
Bargaining Team Member


Amy Speakman, Treatment Services Director
Pendleton Cottage, Bargaining Team Member

**FOR
THE
ONA
OREGON NURSES
ASSOCIATION**


Amber Cooper, Labor Relations Representative
Oregon Nurses Association


Lori Gruenwald, RN, SACU
Bargaining Team Member


Clare Chevalier, RN, SACU
Bargaining Team Member


Marcie Fitzgerald, RN, Pendleton Cottage
Bargaining Team Member

2019-2021 ONA Signature Page

DAS DEPARTMENT OF
ADMINISTRATIVE
SERVICES
Department of Administrative Services
Chief Human Resources Office
Labor Relations Unit
155 Cottage Street NE
Salem, OR 97301-3971
(503) 378-2616
LRU@oregon.gov

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

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