

LETTER OF AGREEMENT
Recoupment of Wage and Benefit Overpayments
Amendment

This Letter of Agreement is entered into between the State of Oregon, acting through its Department of Administrative Services (DAS) (Employer), and the Oregon Nurses Association (ONA) (Association).

The purpose of this Agreement is to align the Collective Bargaining Agreement with the requirements of SB 968 effective January 1, 2026.

Therefore, the Parties agree that the following language shall supersede the previously signed Letter of Agreement – Recoupment of Wage and Benefit Overpayments & Underpayments (Article 66) for the duration of this amended agreement.

1. If an employee receives an erroneous overpayment of wages that exceeds their entitlement, the Agency may recover the overpaid amount through payroll deduction, provided that the overpayment occurred within the timeframe specified in statute; and the Agency gives the employee a written statement at least ten (10) calendar days in advance of the deduction. The written statement must include the following:
 - A. An itemization of the overpayment amount and the reason for the deduction;
 - B. **Repayment options available to the employee, as follows:**
 - a. Payroll deductions for overpayments shall not exceed five percent (5%) of the employee's gross pay each pay period, unless the employee requests and specifies that a greater percentage or amount may be deducted.
 - b. **If the total overpayment exceeds five percent (5%) of the employee's monthly gross wages, the employee may request alternate repayment arrangements within ten (10) calendar days of receiving notice. Requests for a repayment amount less than five percent (5%) of gross wages per pay period are subject to mutual agreement with the Agency.**
 - c. **If mutual agreement is not reached within ten (10) calendar days, the repayment agreement will default to five percent (5%) of gross wages per pay period.**
2. If the employee is terminated or otherwise separates from employment, the Agency may recoup the balance owed from the employee's final paycheck. In the event the employee transfers to another state agency, the recoupment plan established above shall remain in effect.
3. 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.
4. The Article does not waive the Agency's right to pursue other legal procedures and processes to recoup an overpayment made to an employee at any time.

This Agreement is in effect beginning January 1, 2026 and will remain in effect through June 30, 2027.

FOR THE EMPLOYER:



Debbie Pillsbury-Harvey
State Labor Relations Manager
DAS CHRO LRU

FOR THE ASSOCIATION:



Maggie Greene
Labor Relations Representative
ONA