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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. Flexible and Alternative Schedule Requests
The Parties agree that flexible and alternative work schedules will be supported by management as operations allow. Alternative and flexible work schedules shall be requested in writing to the employee’s manager. Such requests may be denied based on business and staffing needs, but they shall not be denied arbitrarily. If an employee’s schedule request is denied, the manager will respond in writing including the reasons for the denial. Particular effort will be made to provide schedule flexibility to support employees’ obligations related to higher education.

Section 5. Workweek.
The workweek is defined as beginning on Sunday at 12:00 a.m. and ending on Saturday at 11:59 p.m.

Section 6. 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 7. Workshift.

Except for schedules of less than eight (8) hours of work per day, eight (8), nine (9), ten (10), three (3) twelves (12) and a four (4), 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 8. 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 9. 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 10. 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 11. 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 12. 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.

Section 12-13. Job Share

Job sharing is voluntary. A “job sharing position” means a full-time position that may be held by more than one (1) individual on a shared time basis whereby each employee sharing the position works less than full-time. An employee who wishes to job share may submit a written request to the Appointing Authority or their designee. The Appointing Authority or their designee will determine if job sharing is appropriate for the position and notify the employee of such determination in writing. Employees who job share shall accrue vacation leave, sick leave, and holiday pay on a prorated basis. Individual salary eligibility dates will be established for each employee. Employer paid insurance benefits are limited to one (1) full-time position and must be shared. Each employee may pay the difference between the Employer-paid insurance benefits and the full premium amount through payroll deduction. If one (1) job sharing employee vacates the position, the position will revert to a full-time position. The remaining employee share shall either assume the position on a full-time basis or resign, or otherwise vacate the position. Management will make reasonable efforts to accommodate the remaining employee during the transition.
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 their four (4) hour block to their 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 mandatake 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) SA only: Extended list RN volunteer
(6) On-duty PN
(7) In-house off-duty PN 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,
you 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.

SACU ON:

(1) On-duty RN volunteer
(2) In-house off-duty RN volunteer (according to rotation list)
(3) Extended list RN volunteer
(4) Agency Nurse
(5) 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, they 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.

Pendleton Cottage ON:

(1) On-duty RN volunteer
(2) In-house off-duty RN volunteer (according to rotation list)
(3) Non-RN Staff who are trained in medication administration

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
There is a potential harm to an assigned patient if the employee leaves the assignment or transfers care to another.

e. Scheduling 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 SA 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 SA 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.
ARTICLE 1. REPORTED 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 their scheduled shift, whichever is lesser. However, unless an employee is notified during the first two (2) hours of their work period that their shift is being curtailed, they will be paid for the remainder of their 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 they are 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 their 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.

Section 4.
Outreach RNs shall receive a minimum of two (2) flexible days per week.

ONA withdraws the proposed section 4 above in exchange for agreement to accept management proposal for Article 70 from June 12, 2023.
NEW

ARTICLE 70 - WORKING REMOTE

Section 1.
Oregon state government encourages working remotely where it is a viable option that benefits both the employee and the agency. Use of remote work options promotes the health and safety of Oregonians, ensures high-quality work and optimal use of resources for agencies, ensures cultural, equity and accessibility issues are addressed in a meaningful way and supports flexibility and work-life balance for employees. It also offers the opportunity to be more flexible in interactions with the Oregonians we serve and decreases an agency's impact on the environment. Remote work arrangements are subject to the State Policy 50.050.01 (Working Remotely) and the terms and conditions of this collective bargaining agreement.

Section 2.
Where all or a portion of an employee's duties can be successfully performed away from their primary duty station, an employee is eligible for a remote work, upon agency approval.

Section 3. Remote Work Requests.
Requests to work remotely may be initiated by an employee and must be approved by the employee's supervisor to ensure that all or a portion of the position's duties are suitable for remote work and meets the agency's business and operational needs, as well as those of the agency's customers and the employee. Remote work agreements must be
documented through the working remotely process in the state human resources information system. Remote work requests will not be unreasonably denied. Agency decisions will be made as soon as possible, but in no case more than thirty (30) days after the employee’s request. Where more than one (1) qualified employee requests remote work for a particular period of time and all requests cannot be accommodated, the remote work opportunities will be evenly distributed or rotated.

Section 4. Remote Work Denials or Rescissions.
If an employee’s request to work remotely is denied or rescinded, the supervisor must provide a timely written response to the employee documenting the reason(s) for the denial or rescission. Rescissions of remote work by the employer may be made with seven (7) days advance notice. The Agency or the employee may terminate individual agreements, in whole or in part, upon seven (7) days notice. Employees who have either rescinded their remote work or had their remote work rescinded by the employer shall be eligible to be considered for remote work in the future.

Section 5. Inclement conditions may arise in remote work locations.
If utility providers experience outages that prevent an employee from working, employees may access inclement weather/hazardous conditions leave, unless there is an alternate work location available.

Section 6.
A. Any alleged violations of this article may be appealed directly to the AS Labor Relations unit within thirty (30) days of the alleged violation. Such appeals are not arbitrable.

Section 7. Equipment.

In the event of equipment malfunction or other circumstances which may interfere with the performance of work assignments, the employee shall promptly notify the supervisor. The agency provides basic technology equipment and related devices necessary for the employee to perform their assigned duties at the primary or alternate worksite. The equipment and devices are for agency business only and must comply with the agency’s desktop security and maintenance policies and practices. Employees will not conduct state business on the following personal equipment: phones, computers, laptops or other information storing devices. Exceptions are subject to the approval of the State chief Operating Officer. Additional technology and devices may be provided to the employee at the discretion of the agency or in accordance with the Americans with Disabilities Act (ADA).
Employees who work remotely will enter all assets (equipment, office furniture, etc.) provided to them in the state human resources information system.

**Section 8. Remote Work Supplies.**
Remote work office supplies shall be provided by the Agency. Equipment, software or supplies which are provided by the Agency for remote work shall be for the purposes of conducting Agency business only.

**Section 9. Remote Worksite.**
Office furniture shall normally be provided by the employee working remotely. Subject to management approval, employees working remotely may access the State surplus warehouse for office furniture for their remote work location. An ergonomic study may be requested by the employee or the supervisor.

The employee maintains a safe remote workspace. The employee must immediately report to the supervisor any injury that occurs during work hours. The state is not responsible for loss, damage, repair, replacement or wear of personal property.

SAIF or Agency safety representatives shall have reasonable access to the home worksite to conduct accident investigations or on-site evaluations.

**Section 10. Work Location, Mileage and Travel Time.**
The employee’s central worksite will be assigned by the agency. In addition, employees may be required to report to Agency or non-Agency locations for purposes such as meetings, training sessions and policy/practice coverage. Business visits, meetings with Agency customers or meetings with co-workers shall not be held at the remote worksite unless approved by the employee’s supervisor. Mileage will be paid in accordance with the AS OA Travel Policy. Travel time will be compensated in accordance with the Fair Labor and Standards Act (FSA). Effective September 1, 2023, employees will no longer be reimbursed for travel expenses between the alternate workplace and the central workplace, regardless of their remote work status.

Section 11. Expectations and Goals.
Remote work employees and their managers will develop a clear set of expectations and goals for the work to be performed on remote work days. Such expectations may include checking E-mail and voice-mail on a regular basis and returning phone calls in a timely manner. Employees will review and acknowledge the State of Oregon Employees Working Remotely Acknowledgement Form in the state human resources information system.

Section 12. Training.
Appropriate training will be provided for participating managers and employees.
Section 13. Other Provisions.

These provisions are applicable to all Sections listed above.

A. all back and overtime will be handled as outlined in the applicable provisions of this collective bargaining agreement.

. Since supervisors must continue to be in a position to evaluate employee performance, certify the accuracy of time sheets and attendance records, and perform a variety of other supervisory responsibilities, employees should anticipate that, in addition to being supervised pursuant to normal office procedures, there will also be the possibility that they will receive telephone calls at the phone number employees have designated in their remote work arrangement.

. In the event of a work stoppage, remote work arrangements utilized by represented employees shall be suspended.

. embers have the right to union representation as enumerated in this collective bargaining agreement or as guaranteed by the law.

E. The Agency or the union may initiate discussions with the other party to develop working groups to consider options relating to remote work.
ARTICLE  .  ER  ORMA  CE  ARTERL  C  EC  I

Section 1.  uarterly Check-Ins
Supervisory managers shall conduct check-ins with their employees on a quarterly basis. If a quarterly check-in does not occur, the employee may request a check-in for the missed time period. Supervisory managers shall conduct the requested check-in within thirty (30) calendar days. The employee shall have the opportunity to provide their input during the quarterly check-in. uarterly check-ins are not grievable nor arbitrable under this Agreement.

REV: 2021
ARTICLE 1. RECLASSIFICATION

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 (P 124) 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) sixty (60) calendar 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) sixty (60) calendar 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) thirty (30) calendar 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) sixty (60) calendar 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 their position, they shall be given an increase in accordance with the provision of Article 25, Salary Administration, Section 2, Rate of Pay 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.
ONA Proposal April 24, 2023

ARTICLE OLI A

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. Juneteenth on June 19.


g. Labor Day on the first Monday in September.

h. Veteran’s Day on November 11.

i. Thanksgiving Day on the fourth Thursday in November.

j. The Friday after Thanksgiving.

k. Christmas Day on December 25.

l. Every day appointed by the Governor as a holiday.

m. 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.
ARTICLE V. VACATION

Section 1. Accumulation.

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

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<thead>
<tr>
<th>Period</th>
<th>Hours Accumulated for Each 12 Months of Service</th>
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<tr>
<td>After 5th year through 10th year</td>
<td>138 hours</td>
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<tr>
<td>After 10th year through 15th year</td>
<td>162 hours</td>
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<td>After 15th year through 20th year</td>
<td>186 hours</td>
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<tr>
<td>After 20th year through 25th year</td>
<td>210 hours</td>
</tr>
<tr>
<td>After 25th year</td>
<td>234 hours</td>
</tr>
</tbody>
</table>

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. Employees who are new to state service may use accrued vacation leave during the first six months of employment however, if an employee separates from state service prior to the completion of six months, any accrued vacation time not utilized will be lost and is not compensable upon separation. 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 ob-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. Vacation Cashout.
In each calendar year, an employee may make a one-time request to cash out and receive payment for up to forty (40) hours of vacation. In order to be eligible to cash out vacation hours, the employee must be a regular status employee and have a remaining vacation balance of sixty (60) hours or more. Vacation leave that has been pre-approved will be considered when the request is made in order to determine if they will maintain the minimum vacation balance requirement.

Section 9. 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 10. 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, 2021
ARTICLE IC 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 or 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. The employee must meet the minimum qualifications and special qualifications for the recalled position.

3. The employee will be eligible for recall only in their former bargaining unit and former work location (city/county).

4. The employee will be eligible for recall to a position when there is a vacant position the Agency intends to fill.

5. The employee’s name shall remain on the Agency layoff list for two (2) years from the date of voluntary resignation and,

6. If the employee rejects a recall offer for their former work location, the employee’s name will be removed from the list.
ARTICLE . LEAVE OF ABSENCE

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

a. The employee may keep any money paid by the court for serving on a jury.

b. 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. 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.
Not withstanding 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.

Section 6. 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 eave time, including travel, approved under Subsection a and b, must be recorded as IT on the employee's timesheet/time reporting record.

e. Interview eave used shall not count as time worked for purposes of overtime.

f. An Agency shall not incur any employee reimbursement costs.

Section 7. Natural Disaster eave.

(a) An employee who, due to a natural disaster, has lost their home (primary residence), lost use of their primary residence (deemed uninhabitable), or lost access to their primary residence, shall be eligible for a maximum of eighty (80) hours of paid administrative leave, prorated for part-time employees. This leave will be available for intermittent use.

(b) Employees who have used the eighty (80) hours of paid administrative leave identified in (a) above, may request donated leave. Donated leave received will not exceed the amount needed to cover the absence. Donators may donate their vacation or compensatory leave.
ARTICLE 5 . LEAVE A MI I TRATIO

Section 1. Compensatory Time.
Compensatory time for holidays and overtime worked may accrue to a maximum of one hundred and twenty (120) two hundred (200) one hundred and eighty (180) 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) one hundred and eighty (180) 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. Sub ect 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 from 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. anagement 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.
ARTICLE . TERM O A REEME T

Section 1.
This Agreement is made and entered into July 1, 2023, 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, 2025, 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, 2023, through December 1, 2024, 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 2023, or any successive January.
ONA Proposal 5/22/2023

**LOA Critical Need and Shift Incentive**

A Critical Need Incentive (CNI) will be established to recognize employees who cover difficult-to-fill shifts which have been identified by the Agency. A shift shall be designated as a CNI shift when staffing is equivalent to one (1) nurse below minimum requirements on each unit in an established staffing program, as determined by the Agency. After the criteria has been identified and met for the CNI, staff will be notified. Any nurse who works the shift as an “extra” shift, shall receive the pay differential, regardless of the date they agreed to work the shift.

A Shift Incentive (SI) will be established to recognize coverage and staffing challenges on all shifts. Any employee who works a shift as an “extra” shift, shall receive the pay differential, regardless of the date they agreed to work the shift.

Nurses assigned to a nursing unit working a designated CNI or SI shift shall receive a differential of $15.00 per hour for all overtime hours worked. All bargaining unit employees covered under this agreement may work overtime on a designated CNI or SI shift and be eligible for the differential.

The incentive will not apply to an employee’s regularly schedule shift. Cancellation of nurses from a CNI or SI shift shall occur in reverse order of their commitment to work such shift.
ARTICLE 1 .  O 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. SACU Only.
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. An employee shall be paid a minimum of the equivalent of thirty (30) minutes at the appropriate rate of pay computed from when the employee actually begins work. The employee will not receive additional compensation if the employee receives additional calls during the same thirty (30) minute period, including the resumption of on-call-duty.
ARTICLE . TA  EVALUATION

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 Behavioral Psychology Nursing Assessment and egal/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 SN, SN, Ph, 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 enter (AN) certification consistent with the educational level of the employee. All members of the bargaining unit are encouraged to seek AN certification. The Nurse manager in consultation with the bargaining unit supervisor 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 AN 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 two and one-half percent (12.5%) of base salary for their AN accreditation, once requested by the employee and
verification of the accreditation is received by management. In order to continue to receive the AN differential, the employee’s certification must be maintained and valid. If not valid, the differential shall be removed.


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 two 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: 20I
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)-five (5) 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 competitive.

Section 4. SACU Outreach.
A. Notice of an Outreach vacancy shall be posted for five (5) days. Interested Eliot RNs shall submit their request in writing to the Nurse Manager.
B. Eliot RNs who have more than five (5) years of RN Agency experience will be offered the Outreach shift vacancy based on seniority.
C. Eliot RNs who have less than five (5) years of RN Agency experience will follow the process below for Outreach shift vacancies.
   1. An Eliot RN who requests the Outreach shift vacancy will be offered an interview and will be considered.
   2. If an Eliot RN is not selected for the Outreach shift vacancy, they will have the opportunity to discuss with the Nurse Manager why they were not selected.

Section 4. Job Interview Leave. (Moved to Art. 48)
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.
NEW

LETTER OF AGREEMENT

ARTICLE 13 – WORK SCHEDULES

RN Submittal of Schedules
(Stabilization and Crisis Unit)

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 Stabilization and Crisis Unit.

Parties agree to the following:

1. All bargaining unit Registered Nurses are encouraged to develop a completed schedule and submit that schedule to management. Should the schedule meet the below parameters, it will be accepted by management. Schedule will stay in effect unless modifications are necessary as described in #4 below.

2. Schedule parameters are as follows:
   
   A. Eliot RNs -
      a. RNs may be assigned an regular work schedule consisting of five/eight (5/8) hour days; an alternate work schedule consisting of three/twelve (3/12) hour days with a floating four (4) hour day; or three-four /ten (4/10) hour days during the work week.
      b. Schedule must provide for equal coverage of RN on established shifts.
      c. Schedule must fall within the established forty (40) hour work week.
      d. Schedule must allow for time off requests of one (1) RN per day.

   B. Outreach RNs -
      a. RNs may be assigned a flexible work schedule consisting of five/eight (5/8) hour days which may vary on a daily basis during the work week.
b. RNs may be on-call during the work week and/or over the weekend.

c. Schedule must fall within the established forty (40) hour work week.

C. RNs have thirty (30) calendar days to establish the schedule per this Agreement. Until the submitted schedule is approved and in effect, the status quo from previous agreements shall remain. If established schedule is not submitted to Management within the thirty (30) calendar days, the Parties may submit an appeal to DAS Labor Relations Unit. DAS Labor Relations Unit shall review and respond within 30 calendar days. This appeal will not be arbitrable.

4. In the case of an emergency, a modification to the established schedule may be necessary. Management will meet with RNs to gather their feedback and input on Management’s scheduling needs. Management will establish a temporary, modified schedule for coverage.

This Letter of Agreement shall expire on June 30, 2025.
NEW
LETTER OF AGREEMENT

ARTICLE 13 – WORK SCHEDULES - (Stabilization and Crisis Unit)

Eliot Medical Home Workgroup

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 Stabilization and Crisis Unit at the Eliot Medical Home.

The purpose of this Agreement is to establish a workgroup to review work schedules at the Eliot Medical Home in effort to meet SACU program operations and employee schedule needs.

The parties agree to the following:

1. Establish a workgroup to identify and discuss potential work schedule options and/or changes to meet both SACU program operations and employee schedule needs.

2. The workgroup will consist of a minimum of two (2) representative employees from the Eliot Medical Home; and a minimum of two (2) management representatives.

3. The workgroup shall meet no later than October 1, 2023.

4. The workgroup in consensus will complete a written report with potential options and/or recommendations to SACU and ODHS ODDS Leadership for consideration based on the outcome of the workgroup discussions by January 1, 2024.

5. If recommendations results in changes in the work schedules, ONA and DAS LRU shall may meet and discuss a Letter of Agreement to implement potential new work schedules.

This Letter of Agreement shall expire on June 30, 2024, unless extended by mutual agreement.
LETTER OF AGREEMENT - ARTICLE 13 – WORK SCHEDULES – RN Scheduling

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Appeal Procedure – Agency-Level Pay Equity Decisions

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Appeal Procedure – DAS Statewide Equal Pay Analysis Decisions

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LETTER OF AGREEMENT – ANDEMIC RECOGNITION

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ARTICLE 1  SALAR

Section 1. Cost of Living Adjustments.

The cost of living adjustment will drop at the pro rata rate.

If the legislature appropriates new funding of at least thirteen million dollars (13 million) in calendar year 2024, the 2025 cost of living adjustment will be effective January 1, 2025. If the legislature does not appropriate at least thirteen million dollars (13 million) in calendar year 2024, the 2025 cost of living adjustment will be effective February 1, 2025.

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Section 2. Baccalaureate/Masters/Doctorate in Nursing.

Any nurse who possesses a Doctorate in nursing shall receive an additional twelve percent (12%) of their salary. All details are to be prorated or prorated for the length of their contract or their salary or their rate of pay, as determined by the hospital.

Section 3. Baccalaureate/Masters Degree.

All nurses who possess a Master's degree will receive an additional fifteen percent (15%) of their salary. All details are to be prorated or prorated for the length of their contract or their salary or their rate of pay, as determined by the hospital.
ARTICLE  DIFFERENTIALS

Section 1. Shift Differential.

a. The shifts shall be as follows:

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Section 2. Work Performed in a Higher Classification.

All pools who are assigned to a position of a higher classification shall receive a differential. All employees shall work at a higher classification for the first day of the assignment or for the period of the assignment. Otherwise, all employees shall work at a higher classification for the first day of the assignment or for the period of the assignment.

Section 3. Lead Differential.

All assignments add to the assignment of the employee, the position shall be as follows:

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Section 4. Charge Nurse Differential.
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ARTICLE IN INSURANCE

1 Section 1. Eligibility.
   a. Part-Time Employees Electing Part-Time Insurance.

   Part-Time premium rate x Employer contribution percentage (as defined in Section 3) x the ratio of paid regular hours to full time hours to the nearest full percent  Employer contribution.

   In addition, there shall be a subsidy based on the employee’s coverage tier for the Plan years covered in this Article. The part time subsidy shall be determined by PEBB for each plan year.

   The employee will pay the premium balance.
2. **Part-Time Employees Electing Full-Time Insurance.**

   Full-time premium rate x Employer contribution percentage (as defined in Section 3) x the ratio of paid regular hours to full-time hours to the nearest full percent Employer contribution.

   The employee will pay the premium balance.

**Section 2.**

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**Section 3.**

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LETTER OF AGREEMENT - ARTICLE - ERS ICKU - ERS DI ERSION

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LETTER OF AGREEMENT - ARTICLE - ART-TIME MEDICAL

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LETTER OF AGREEMENT – ESSENTIAL WORKER INCLEMENT WEATHER/HAZARDOUS CONDITIONS

When a situation exists that would otherwise close or curtail state offices, essential workers having to report to work, in-person, shall receive the Essential Worker Inclement Weather/Hazardous Conditions Pay differential.

The Essential Worker Inclement Weather/Hazardous Conditions Pay differential shall be three dollars (3.00) per hour for all hours worked on a designated closure or curtailment day, regardless of the starting or ending time.

This Letter of Agreement shall expire June 30, 2025, unless both parties mutual agree to extend.
NEW LOA BI-WEEKLY PAY PERIOD

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

To modernize and standardize pay practices, the State will evaluate the potential transition from monthly pay periods to bi-weekly pay periods.

The Employer shall convene a workgroup with the purpose to assist in the design and implementation of bi-weekly payroll including, but not limited to, the assessment of organizational readiness for change, the design of the communication plan, business requirements and testing, change management plan, and employee training.

By January 1, 2025, the workgroup will put forth a report on their findings and an opinion as to the Employer’s readiness to launch bi-weekly payroll, which will be shared with the DAS Directory and Association utilizing the following criteria:

a. System Readiness: ensuring that the bi-weekly payroll system is full developed, tested, and ready for deployment.

b. Data Accuracy: validate the accuracy and integrity of employee data within the bi-weekly payroll system.
c. **Compliance:** Ensure that the bi-weekly payroll system complies with all applicable legal and regulatory requirements, such as tax laws, employment regulations, and data protection policies.

d. **Training and Support:** Provide training and resources for employees who will be using the new payroll system. This includes ensuring that all relevant personnel are trained on how to operate the system effectively and effectively, and that ongoing support mechanisms are in place to address any questions or issues that may arise.

e. **Organizational Readiness:** Using standardized change management tools, such as the ADKAR model, confirm that impacted staff are ready for implementation of the bi-weekly payroll system.

The State shall develop training for all employees and Agency payroll staff on the necessary topics related to the transition. The training will include explanation of how deductions (for health insurance contributions, PERS contributions, and deferred compensation, for example) and leave accruals (for vacation and sick leave, for example) will be implemented in bi-weekly paychecks. The training will also explain how overtime will be reported, calculated, and paid. The training shall provide multiple avenues of explanation (such as webinars, self-directed learning, and in-person training) sufficient to explain that employees’ pay is not reduced as a result of the bi-weekly timing of paychecks.

**Therefore, the Parties agree to the following:**
1. The parties agree to establish a joint-labor-management committee to discuss and identify modifications in areas of the CBA where calculations of hours worked or frequency of pay are applied such as: pay dates, deductions, leave accruals, holiday proration, union dues, PEBB contributions, etc. This list is not exhaustive and may be expanded as the contract is reviewed by the joint labor management committee for preparation of bi-weekly pay change implementation. The committee will share the results of their work with the DAS Director and Association.

2. The joint labor management committee shall be comprised of six (6) members, with two (2) ONA represented employees appointed by the Association, two (2) management representatives, one (1) Association staff and one (1) DAS State Labor Relations Manager. The Association and State may have additional staff work with the committee.

3. The committee shall meet on a schedule it chooses, but no less frequently than once per month.

4. Committee and workgroup members convened in accordance with the LOA will be on paid status and shall be reimbursed for authorized travel expenses as per State Travel Policy. Agencies will not incur any overtime as a result of committee meetings or travel. Flexing schedules will be allowed to avoid overtime.

Alleged violations of this LOA are not subject to the grievance and arbitration procedure outlined in Article 3.
NEW LETTER OF AGREEMENT  PAID LEAVE OREGON

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

The Parties agree to the following:

Paid Leave Oregon is administered by the Oregon Employment Department.

The State of Oregon, as an employer, shall comply with the provisions of Paid Leave Oregon, as provided for in the DAS statewide Paid Leave Oregon Policy (0.000.04).

This Letter of Agreement shall expire June 30, 2025, unless both parties mutual agree to extend.
Letter of Agreement

One-Time Payment COLA

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

In recognition of the high rate of inflation, the parties agree to the following:

All employees as of July 1, 2023, that are still employed as of August 24, 2023 will receive a one-time one-thousand five hundred dollar (1,500) cost of living payment with their September 1, 2023 paycheck.

In order to receive the one-time COLA payment in the September 1, 2023 paycheck, the Association must have notified DAS Labor Relations Unit of ratification no later than August 23, 2023. If DAS Labor Relations Unit has not received notification of ratification by August 23, 2023 the one-time payment will occur in accordance with the following schedule based on the date of notification of ratification:

- October 1, 2023 if notification of ratification is received by DAS Labor Relations Unit between August 24, 2023 and September 20, 2023.
- November 1, 2023 if notification of ratification is received by DAS Labor Relations Unit between September 21, 2023 and October 23, 2023.
- December 1, 2023 if notification of ratification is received by DAS Labor Relations Unit between the October 24, 2023 and November 21, 2023.

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

This Letter of Agreement will sunset on June 30, 2025.