ARTICLE 10. ASSOCIATION SECURITY

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

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

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

The amounts to be deducted shall be certified to the Employer by the Executive Director of the Association, and the aggregate deduction shall be remitted monthly, together with an itemized statement, to the Association.
Section 3. Notification to Prospective Employees. Prior to appointing an individual to a position in a bargaining unit which is covered by a Fair Share Agreement provision, the Agency shall advise the individual of the existence of the Fair Share Agreement and an employee's obligation under it. The person(s) being appointed shall acknowledge their understanding in writing. Upon request, the Association may inspect such acknowledgment(s).

Section 4-2. 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.
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 his/her 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), or 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. Twelve (12) hour employees will not rotate between days and nights except in unusual circumstances or on a volunteer basis with prior approval between the employee and the Agency. 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.

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 his/her 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.


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

b. For Pendleton Cottage Only. a. 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 10.11. 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.

REV: 2017
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.

1. **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.

2. **Weekend coverage**: Registered Nurses, unless by mutual agreement, reduced to writing and forwarded to the Association, will have at least 50% of weekends off. PC will make every effort to schedule Flexible Positions with 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

Art. 13—Work Schedules (Pendleton Cottage)

RN Submittal of Schedules

This Agreement is between the State of Oregon, acting through its Department of Administrative Services, Labor Relations Unit (Employer) and ONA (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 8 and/or 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 40 hour work week.

32. Management will review all schedules submitted by staff to assure that the scheduling parameters listed in #2 above of the facility are met.

43. During the term of this agreement, schedules submitted by RNs do not need to comply with Art. 13, Section 11, unless an individual nurse does not agree to be scheduled more than 50% of weekends.
5. 4. **All management approved schedules are then displayed no less than 10 days in advance of the 21 day posting date, per Art. 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 120 days after ratification, unless extended by mutual agreement by both parties.
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. Should the mandated on-call exceed this amount, the Labor Management Committee, affected nurses, and management can discuss options to reduce the amount of mandatory on-call.

Section 5. Pay. Employees on-call shall be paid the equivalent of one (1) hour of their base rate of pay for every eight (8) 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 eight (8) 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
ARTICLE 18. SALARY

Section 1. Cost of Living Adjustments.

(a) Effective retroactively to July 1, 2019 or on the first of the month following ratification of the agreement whichever is later, 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.

[Note only: New Salary Schedule Chart will be adjusted and added below accordingly. – Do not print paragraph.]

Salary Chart – July 1, 2019

(b) Effective July 1, 2020, an additional step shall be added to all salary ranges. Implementation shall be on a least cost 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.

[Note only: New Salary Schedule Chart will be adjusted and added below accordingly. – Do not print paragraph.]

Salary Chart – July 1, 2020 – Additional New Top Step

(c) Effective October 1, 2020, all pay rates will be increased by three percent (3.00%) to be paid November 1, 2020.
Salary Chart – October 1, 2020

Salary rates as of July 1, 2017 are as follows:

<table>
<thead>
<tr>
<th>CLASS</th>
<th>PAY-OPT</th>
<th>RNG-OPT</th>
<th>RANGE</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>9</th>
</tr>
</thead>
<tbody>
<tr>
<td>MENTAL HEALTH REGISTERED NURSE</td>
<td>C6298</td>
<td>A</td>
<td>A</td>
<td>28</td>
<td>X</td>
<td>X</td>
<td>6625</td>
<td>5890</td>
<td>6170</td>
<td>6464</td>
<td>6770</td>
<td>7052</td>
</tr>
<tr>
<td>NURSE PRACTITIONER</td>
<td>C6255</td>
<td>A</td>
<td>A</td>
<td>32</td>
<td>X</td>
<td>X</td>
<td>6770</td>
<td>7092</td>
<td>7430</td>
<td>7780</td>
<td>8150</td>
<td>8536</td>
</tr>
</tbody>
</table>

Effective January 1, 2018 or on the first (1st) of the month following the date of ratification of this agreement, whichever is later, Mental Health Registered Nurse salary range shall be adjusted from 28 to 30.

<table>
<thead>
<tr>
<th>CLASS</th>
<th>PAY-OPT</th>
<th>RNG-OPT</th>
<th>RANGE</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>9</th>
</tr>
</thead>
<tbody>
<tr>
<td>MENTAL HEALTH REGISTERED NURSE</td>
<td>C6298</td>
<td>A</td>
<td>A</td>
<td>30</td>
<td>X</td>
<td>X</td>
<td>6170</td>
<td>6464</td>
<td>6770</td>
<td>7052</td>
<td>7430</td>
<td>7780</td>
</tr>
<tr>
<td>NURSE PRACTITIONER</td>
<td>C6255</td>
<td>A</td>
<td>A</td>
<td>32</td>
<td>X</td>
<td>X</td>
<td>6770</td>
<td>7092</td>
<td>7430</td>
<td>7780</td>
<td>8150</td>
<td>8536</td>
</tr>
</tbody>
</table>

Effective June 15, 2018 or on the first (1st) of the month following the date of ratification of this agreement, whichever is later, all pay rates shall be increased by one percent (1%).

<table>
<thead>
<tr>
<th>CLASS</th>
<th>PAY-OPT</th>
<th>RNG-OPT</th>
<th>RANGE</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>9</th>
</tr>
</thead>
<tbody>
<tr>
<td>MENTAL HEALTH REGISTERED NURSE</td>
<td>C6298</td>
<td>A</td>
<td>A</td>
<td>30</td>
<td>X</td>
<td>X</td>
<td>6323</td>
<td>6629</td>
<td>6938</td>
<td>7433</td>
<td>7854</td>
<td>8283</td>
</tr>
<tr>
<td>NURSE PRACTITIONER</td>
<td>C6255</td>
<td>A</td>
<td>A</td>
<td>32</td>
<td>X</td>
<td>X</td>
<td>6838</td>
<td>7143</td>
<td>7454</td>
<td>7865</td>
<td>8286</td>
<td>8707</td>
</tr>
</tbody>
</table>

Effective February 1, 2019, all pay rates shall be increased by six and ninety-five one hundredths percent (6.95%) (PERS Pickup):

<table>
<thead>
<tr>
<th>CLASS</th>
<th>PAY-OPT</th>
<th>RNG-OPT</th>
<th>RANGE</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>9</th>
</tr>
</thead>
<tbody>
<tr>
<td>MENTAL HEALTH REGISTERED NURSE</td>
<td>C6298</td>
<td>A</td>
<td>A</td>
<td>30</td>
<td>X</td>
<td>X</td>
<td>6232</td>
<td>6538</td>
<td>6849</td>
<td>7364</td>
<td>7889</td>
<td>8434</td>
</tr>
<tr>
<td>NURSE PRACTITIONER</td>
<td>C6255</td>
<td>A</td>
<td>A</td>
<td>32</td>
<td>X</td>
<td>X</td>
<td>6838</td>
<td>7143</td>
<td>7454</td>
<td>7865</td>
<td>8286</td>
<td>8707</td>
</tr>
</tbody>
</table>
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 his/her **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 his/her **their** salary rate. The differentials are based on a five-tenths percent (.5%) of his/her **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 Bachelor's Degree in any subject will receive an additional four and seventy-five one hundredths percent (4.75%) of his/her **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 his/her **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
ARTICLE 20. PERS "PICK-UP"

Section 1. PERS and PERS-Pick-Up Continuation. Subsection 2-4 of this Article shall continue through January 31, 2019.

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

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

Section 3. Oregon Public Service Retirement Plan Pension Program Members. For purposes of this Section 2, "employee" means an employee who is employed by the State on or after August 29, 2003 and who is not eligible to receive benefits under ORS Chapter 238 for service with the State pursuant to Section 2 of Chapter 733, Oregon Laws 2003.

Contributions to Individual Account Programs. As of the date that an employee becomes a member of the Individual Account program established by Section 29 of Chapter 733, Oregon Laws 2003 and pursuant to section 3 of that same chapter, the State will pay an amount equal to six percent (6%) of the employee's monthly salary, not to be deducted from the salary, as the employee's contribution to the employee's account in that program. The employee's contributions paid by the State under this Section 2 shall not be considered to be "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to Section 32 of Chapter 733, Oregon Laws 2003.
Section 4. Effect of Changes in Law (Other than PERS Litigation). In the event that the State’s payment of a six percent (6%) employee contribution under Section 1 or under section 2, as applicable, must be discontinued due to a change in law, valid ballot measure, constitutional amendment, or a final, non-appealable judgment from a court of competent jurisdiction (other than in the PERS Litigation), the State shall increase by six percent (6%) the base salary rates for each classification in the salary schedules in lieu of the six percent (6%) pick-up. This transition shall be done in a manner to assure continuous payment of either the six percent (6%) contribution or a six percent (6%) salary increase.

Section 5. Effective February 1, 2019, compensation plan salary rates for PERS participating members shall be increased by six and ninety-five one hundredths percent (6.95%). At that time, bargaining unit employees the Employer will begin paying to make their own the six percent (6%) employee contributions required under ORS 238A.330 to their the PERS account or the Individual Account Program as applicable 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). Employees’ contributions shall be treated as ‘pre-tax’ contributions pursuant to Internal Revenue Code Section 414(h)(2). 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.
LETTER OF AGREEMENT - Article 20

PERS Diversion

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

This letter of agreement becomes effective on the date of the last signature below and ends June 30, 2021.

FOR THE EMPLOYER: ___________________________ DATE: ___________________________

FOR THE UNION: ___________________________ DATE: ___________________________

Date 7/24/19
AC 7/24/19
ARTICLE 25. SALARY ADMINISTRATION

Section 1. Merit Salary Increases. Employees shall be eligible for merit-salary increases at the first of the month following 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 to 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%). The
employee's salary eligibility date shall be the first of the month following the six (6) month promotional-trial service period in the higher classification, and annually thereafter.

Section 3. Salary on Demotion.

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

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

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

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

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

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

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

Section 2. If an employee returns to classified service from exempt or unclassified service, the employee shall, upon return to a position, regain all bargaining unit seniority less the time served in exempt or unclassified service.
ARTICLE 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, 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 his/her 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 he/she displays an unwillingness or inability to perform the duties of a position satisfactorily; if he/she displays habits or dependability that do not merit his/her continuance in the service or classification; or because of lack of funds or work. Upon removal, the Agency shall forthwith notify in writing the employee removed and the Association of the action and the reason therefore.

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

An employee who is serving trial service as a result of a promotion shall not have the right to grieve his/her removal from the promoted position. However, he/she removed from trial service following a promotion shall have the right to return to an available position in his/her former work unit 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. An employee's trial service period shall be extended except in instances where an employee's leave without pay exceeds fifteen (15)-consecutive calendar days. When such leave without pay exceeds fifteen (15)-consecutive calendar days, the trial service period shall be extended by the number of days of the leave without pay. 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 employee was on such leave.
ARTICLE 38. FILLING OF POSITIONS

Section 1. Posting of Bargaining Unit Positions.

a. For SACU Only. Bargaining unit positions in each Agency covered by this Agreement which become available shall be posted on a designated bulletin board(s) for a minimum of seven (7)-calendar days to include at least one (1) weekend day. Vacant unit positions shall be offered first to employees within the same class and job assignment within the Agency who meet the qualifications for the job and make timely application for the opening. Such job postings shall include the work unit, shift and qualifications for the job. Interested applicants may apply at the location 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.

b. For Pendleton Cottage Only. Positions may be filled by lateral transfer prior to considering outside applicants. All subsequent vacancies shall be posted on designated electronic bulletin boards 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 at the location specified in the notice. In cases where applicant’s experience and qualifications are substantially equal, the principle of seniority shall be the deciding factor.

Section 2. Agency Promotional Opportunities. All positions in the bargaining unit that represent possible promotional opportunities for existing staff will be posted on a designated bulletin board(s) for a minimum of five (5)-calendar days to include at least one (1) weekend day. All interested applicants including employees shall apply at the locations 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. For SACU, In-home seniority shall be first considered, followed by Agency seniority, followed by state service seniority, followed by open competition.

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

Section 5. Except for Pendleton Cottage, after the internal bidding process has been completed, vacant bargaining unit positions from each Agency shall be posted at Agencies.

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.
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 not-less 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 4-2 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 he is 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 less 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, or 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 his/her 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 inverse seniority order of layoff 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 his/her position on the recall list.
1

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
ARTICLE 42. HOLIDAYS

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

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 his or her straight time pay. Employees will be paid holiday pay for all time worked on the contractually recognized holiday and straight time for all regular time worked on the day preceding or following that holiday.
Section 3. Recognized holidays which occur during vacation or sick leave will be charged as holiday rather than vacation or sick leave.

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

Section 5. Employees who have recognized holidays falling on their days off will be credited with compensatory time for those holidays; however, no employee who has received a written disciplinary action for attendance related issues may accrue compensatory time for a period of six (6) months following the action.

Move Section 6 to Article 48 – Leave of Absence with Pay

Section 6. At the completion of six (6) full calendar 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: 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 which is due to the employee's 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, wife, husband, spouse, children, foster children, brother, sister, siblings, grandmother, grandfather, 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 maternity 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:

(a) 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;

(b) The position the employee may be recalled back to is in the same classification they occupied before their voluntary resignation;

(c) The employee must meet the minimum qualifications and special qualifications for the recalled position;

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

(e) The employee will be eligible for recall to a position when there is a vacant position the Agency intends to fill;

(f) The employee's name shall remain on the Agency Layoff List for two (2) years from the date of voluntary resignation; and,

(g) If the employee rejects a recall offer for their former work location, the employee's name will be removed from the list.
ARTICLE 48. LEAVE OF ABSENCE WITH PAY

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

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

b. **Appearance Before a Court.** Appearance before a court, legislative committee or judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority for matters other than the employee's officially assigned duties. The employee may keep any money paid in connection with the appearance.

c. **Military Leave.** In accordance with ORS 408.290, an employee who is a member of the National Guard or of any reserve components of the armed forces of the United States is entitled to a leave of absence with pay for a period not exceeding fifteen (15)-calendar days or eleven (11) workdays in any federal fiscal year. If the training time for which the employee is called to active duty is longer than fifteen (15)-calendar days, the employee may be paid for the first fifteen (15) days only if such time is served for the purpose of discharging an obligation of annual active duty for training in the military reserve or National Guard.

d. Other authorized duties in connection with State business.

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

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

Section 4. Bereavement Leave. 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), or domestic partner’s parent, wife, husband spouse, child, (and child’s spouse) (includes a child whom the employee stood in loco parentis), brother, sister, siblings, grandmother, grandfather, 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
1. unused leave compensable in any other manner. Such leave may be taken at time
2. mutually agreeable to the supervisor and the employee.
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 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.
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 his/her grievance in writing on the "Official Grievance Form" or facsimile, to his/her immediate supervisor within the appropriate time limit. The grievance statement shall include:

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

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

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

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

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

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

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

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

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

The Association shall arrange, within two (2) weeks of requesting arbitration, with the Employer to strike names and schedule the arbitration hearing, or the grievance is considered withdrawn.
The parties agree that the decision or award of the arbitrator shall be final and binding on each of the parties and that they will abide thereby. The arbitrator shall have no authority to add to, subtract from, or change any of the terms of this Agreement.

The arbitrator's fee and expenses shall be paid by the losing party. If, in the opinion of the arbitrator, neither party can be considered the losing party, then such expenses shall be apportioned as in the arbitrator's judgment is equitable. All other expenses shall be borne exclusively by the party requiring the service or item for which payment is to be made.

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

Section 3. Time limits specified in this procedure must be observed unless extended by mutual agreement of the parties in writing. If at any step of the grievance procedure the Employer fails to issue a response within the time limits set forth in this Article, the grievance shall automatically advance to the next step of the grievance procedure unless withdrawn by the grievant or the Association. If the employee or Association fails to meet the time limits specified herein, the grievance will be considered withdrawn and it cannot be resubmitted.

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

Section 5. The parties agree to use the "Official Grievance Form" or facsimile for the processing of grievances and that beginning at STEP 2, it shall be complete with all
information required on the form at that Step. The Official Grievance Form 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 grievances 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.
2017 ORS 240.570
Classified employee filling position in unclassified, exempt or management service

(1) Positions in the unclassified, management and exempt services may be filled by classified employees. After an employee is terminated from the unclassified or exempt service or removed from the management service, for reasons other than those specified in ORS 240.555 (Suspension, reduction, demotion or dismissal), the state agency that employed the employee before the appointment to the unclassified, exempt or management service may, at the agency's sole discretion, restore the employee to a position held in the agency before the appointment if the employee meets the position requirements. If an employee is restored to a former position, the employee is subject to any applicable agency collective bargaining agreement.

(2) An appointing authority may assign, reassign and transfer management service employees for the good of the service and may remove employees from the management service due to reorganization or lack of work.

(3) A management service employee is subject to a trial service period established pursuant to rules of the Personnel Division under ORS 240.250 (Rules applicable to management service). Thereafter, the management service employee may be disciplined by reprimand, salary reduction, suspension or demotion or may be removed or dismissed from the management service if the employee is unable or unwilling to fully and faithfully perform the duties of the position satisfactorily.

(4) Management service employees who are assigned, reassigned, transferred or removed, as provided in subsection (2) of this section, and employees who are disciplined, removed or dismissed from the management service as authorized in subsection (3) of this section may appeal to the Employment Relations Board in the manner provided by ORS 240.560 (Appeal procedure).

(5) (a) Management service employees with immediate prior former regular status in the classified service who are removed from trial service pursuant to ORS 240.410 (Removals during trial period) have a right to be restored to their former positions.
(b) Except as provided in paragraph (a) of this subsection, management service employees with immediate prior former regular status in the classified service who are appointed to the management service and who have not been dismissed from the management service for a reason specified in ORS 240.555 (Suspension, reduction, demotion or dismissal):

(A) Prior to January 1, 2015, have the right to restoration to the classified service for three years from the date of appointment to the management service.

(B) After December 31, 2014, have no right to restoration to the classified service. [1955 c.738 §6; 1979 c.468 §18; 1981 c.409 §4; 1985 c.121 §3; 1987 c.269 §1; 2005 c.766 §1; 2014 c.22 §1]

ARTICLE 54. INSURANCE

Section 1. Eligibility. An Employer contribution will shall be made for each eligible 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 2018 and 2019 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.

REV: 2017
LETTER OF AGREEMENT - ARTICLE 54 - PART-TIME MEDICAL
INSURANCE COMPUTATION AND 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 = Employer 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, consisting of one (1) of the following monthly amounts:

Employee Only ——— $280.37
Employee and Spouse/Partner —— $462.61
Employee and Children ——— $392.52
Employee and Family ——— $560.75

Part-Time subsidy amount of 2018 and 2019 will consist of one (1) of the following amounts:

Employee Only ——— $226.00
Employee and Spouse/Partner —— $452.00
Employee and Children ——— $384.20
Employee and Family ——— $610.20

b) Part-Time Insurance Employees Electing Full-Time Insurance:
   Full-Time premium rate \times Employer contribution percentage \times the ratio of paid regular hours to full-time hours to the nearest full percent = Employer **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:

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

2. The Safety Committee will:
   a. Identify issues and concerns;
   b. Develop solutions for possible changes and/or improvements; and
   c. Create and approve safe staffing plans for each facility. No changes in staffing may occur without approval of this committee.
   d. Prepare written recommendations to their local Labor Management Committee for consideration.

This letter of agreement shall be re-evaluated on June 30, 2023, unless extended by mutual agreement by both Parties. If neither party proposes changes, this letter shall stay in effect as written.
ARTICLE 62. STAFF DEVELOPMENT

Section 1. Orientation.

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

b. The Agency will also provide an appropriate orientation to acquaint new employees with nursing standards, policies, procedures and routines. The orientation will be carried out as soon as practical after employment and in accordance with a specific plan. The duration of this portion of orientation shall be at least one (1) day.

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

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

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

Section 2. In-Service Education.

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

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

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

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

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

f. The employer will provide paid training for Oregon State Board of Nursing required continuing education based on availability of funds. 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 dollars ($500250.00) per year per average FTEs in the Bargaining Unit 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.
a. 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.


b. 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.

c. 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.

d. 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.
ARTICLE 68. TERM OF AGREEMENT

Section 1. This Agreement is made and entered into July 2017 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, 2019 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, 2018 2020, through December 1, 2018 2018, 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 2019 2021, or any successive January.
STATE OF OREGON / OREGON NURSES ASSOCIATION BARGAINING
EMPLOYER PACKAGE PROPOSAL #2

DATE: 7/23/19
4:42 AM/PM

1. Article 57 – Health and Safety
   CCL

2. New LOA – Art 57 Health and Safety
   (Safety Committee Review)
   Association Proposal 7/23/19 @3:26pm

3. Article 26 – Travel & Mileage Allowance
   CCL

4. Article 69 – Labor Management Committee
   CCL
LETTER OF AGREEMENT
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.

1. **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.

2. **Weekend coverage**: Registered Nurses, unless by mutual agreement, reduced to writing and forwarded to the Association, will have at least 50% of weekends off. PC will make every effort to schedule Flexible Positions with 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.

For the State of Oregon:

[Signature]
Kimberly B. Proftt

Date: 11-16-17

For ONA:

[Signature]
Jocelyn Pitman

Date: 11-16-17
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.

FOR THE EMPLOYER: ______________________ DATE: 5/8/19

FOR THE ASSOCIATION: ______________________ DATE: 5/8/19