Collective Bargaining Agreement between  
State of Oregon and Oregon Nurses Association (ONA)

The following agreement is made between the parties in an effort to reach a fair and reasonable resolution of the successor labor agreement of July 1, 2021 through June 30, 2023. This agreement is subject to formal ratification of the Oregon Nurses Association (ONA) representing Stabilization and Crisis Unit (SACU) and Pendleton Cottage Secure Residential Treatment Facility (PC) contract.

State of Oregon and ONA agree to the following:

1. The current Collective Bargaining Agreement (CBA) between the State and ONA will continue in effect from July 1, 2021 through June 30, 2023, including Letters of Agreement.

2. The parties agree to provide ONA economic parity with AFSCME Council 75 as follows:
   a. Cost of Living Adjustments (COLAs);
   b. Changes to medical/dental premiums;
   c. Changes to steps on the salary scale and any salary selectives for position numbers 6208 (Mental Health Registered Nurse) and 6255 (Nurse Practitioner) shall be applied to ONA represented nurses;
   d. Implementation dates of bargained benefits;
   e. Changes regarding PERS and/or retirement related compensations;
   f. Any “Hero pay”, “Frontline Worker Pay”, “Hazard Pay” or similarly offered provision which provides compensation for state workers who were required to report to work in-person during the COVID-19 emergency.
   g. Any “Longevity Pay” that is established

3. The parties agree to negotiate in good faith to reach a new Letter of Agreement (LOA) to replace the previous Letter of Agreement “RN Submittal of Schedules (Pendleton Cottage)”. The parties agree that the goal of the negotiations is to develop a scheduling process which is consistent, predictable, and transparent, to the greatest extent possible, while continuing to meet the agency’s work and staffing needs. The old LOA will remain in effect, contingent upon a new LOA being agreed upon.

4. If there is an Agency name change as a result from legislative changes, the new Agency name will be recognized throughout the CBA and the provision of the CBA will continue.

5. If there are other legislative changes that potentially impact mandatory subjects of bargaining, the Association may request both parties to meet to discuss those specific impacts, including bargaining over impacts on mandatory subjects of bargaining per ORS 243.698 (Expedited Bargaining Process).

6. The parties mutually recognize both the anticipated and unanticipated impacts of the transition to the new Payroll and Time Tracking System (Workday) during the terms of this agreement. Accordingly, the Association and the State may bargain over changes that impact mandatory subjects of bargaining per ORS 243.698 (Expedited Bargaining Process).

7. The parties share a mutual interest in a work environment that is supportive of employee’s personal, professional, and family needs, including work schedules that support employees. As such, Article 13 of the agreement will be amended.
8. The State will prepare a Black Line Copy incorporating said changes and provide it to the Association for its approval and finalization of wording.

9. The parties agree that any disagreement about the implementation of the terms of this agreement will be resolved using the Grievance Procedure in the parties collective bargaining agreement, Article 63 – Grievance and Arbitration.

FOR EMPLOYER

Kristina Koos 4/29/2021
State Labor Relations Manager
State of Oregon – DAS LRU

FOR ASSOCIATION

Seth Moore 5/7/2021
Labor Representative
Oregon Nurses Association
ARTICLE 13. WORK SCHEDULES

Section 1. Scheduling of Work.

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

Section 2. Shift Vacancies.

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

Section 3. Work Period.

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

a. Regular Work Schedules – one with fixed and recurring start and stop times consisting of five/eight (5/8) hour days.

b. Alternative Work Schedule – one with fixed and recurring start and stop times, but are other than 5/8 hour days (e.g., four-ten or three/twelve plus four schedules).

c. Flexible Work Schedules – one in which the number of hours vary on a daily basis, but not necessarily each day, and the start and stop times may vary.

Section 4. Flexible and Alternative Schedule Requests
The parties agree that flexible and alternative work schedules will be supported by management as operations allow. Alternative and flexible work schedules shall be requested in writing to the employee’s manager. Such requests may be denied based on business and staffing needs, but they shall not be denied arbitrarily. If an employee’s schedule request is denied, the manager will respond in writing including the reasons for the denial. Particular effort will be made to provide schedule flexibility to support employees’ obligations related to higher education.

Section 4-5. Workweek.

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

Section 5-6. Workday.

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

Section 6-7. Workshift.

Except for schedules of less than eight (8) hours of work per day, eight (8), nine (9), ten (10), twelve (12), sixteen (16) or thirteen hours-twenty minutes (13:20) consecutive hours of work, except for interruptions of meal periods, shall constitute a regular scheduled workshift. Any other scheduled workshift will be adopted only upon agreement, in writing, of affected employees and Association.

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

For twelve hour shifts the following conditions apply.

a. The additional four (4) hours required to be worked to total forty (40) hours in a
   workweek for full-time employees may be combined with any of the twelve (12)
   hour shifts.

b. Overtime will be earned by both full and part-time employees who work more than
   twelve (12) hour in a workday or more than forty (40) hours in a week consistent
   with the terms of Article 15 - Overtime. However, when an employee requests
   additional four (4) hours be worked immediately before or after their scheduled
   twelve (12) hour shift such hours for the workday will be paid at the straight time
   rate.

c. Not more than four (4) twelve (12) hour shifts will be worked in a row except in
   unusual circumstances with prior agreement between the employee and the
   Agency.

d. Three (3) fifteen (15) minute rest periods will be granted along with one meal
   period where the employee is completely relieved of all duties to be taken
   consistent with Sections 6 and 7 of this Article.

e. Vacation and compensatory time accrued by twelve (12) hour employees may be
   taken in twelve (12) hour increments at the discretion of the employee.

f. Employees will be paid, or receive in compensatory time if requested by
   employee, time and one-half (1-1/2) of their straight time for all hours actually
worked on a designated holiday.

Section 7.8. Meal Periods.

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

Section 8.9. Rest Periods.

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

Section 9.10. Trading of Individual Shifts.

Employees will be allowed to trade shifts within forty (40) hour, one (1) week periods, provided that no overtime or penalty payments result. Employees shall provide a written shift trade request form to their supervisor of such trades prior to the shift being worked. Employees who trade a different work schedule (e.g. night shift, swing shift, day shift) will need to designate appropriate leave to cover any additional hours. Once employee receives approval, the employee agrees to waive any contractual overtime or penalties which might otherwise have applied. Once approved, the traded shift shall become part of the regular work schedule for that week and both parties are expected to complete the shift trade.
Section-10 11. Temporary Shift Trade.

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

Section-11 12. Weekend Scheduling.

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

   Employees with at least fifty percent (50%) of weekends off who voluntarily express a desire, in writing, to work more than fifty percent (50%) of weekends when work is available may be scheduled to do so. Such employees who have volunteered to work consecutive weekends may withdraw such authorization upon two (2) weeks written notice.

b. For purposes of this Section, the weekend begins with the night shift on Friday and ends forty-eight (48) consecutive hours later.

See LOAs: RN Scheduling, RN Submittal of Schedules (PC)