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IDnum 152 **Language** English **Country** United States **State** OR

Union AFSCME (American Federation of State, County and Municipal Employees) AFL-CIO

Local

Occupations Represented
Registered nurses

Bargaining Agency State of Oregon Department of Administrative Services, Oregon State Hospital

Agency industrial classification (NAICS):

62 (Health Care and Social Assistance)

BeginYear 2001 **EndYear** 2003

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Notes

Contact

Full text contract begins on following page.

AGREEMENT

BETWEEN

THE

STATE OF OREGON

DEPARTMENT OF

ADMINISTRATIVE SERVICES

AND

AMERICAN FEDERATION OF STATE,

COUNTY AND MUNICIPAL EMPLOYEES

FOR THE

REGISTERED NURSES

AT THE

OREGON STATE HOSPITAL

2001-2003

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PREAMBLE

This Agreement is made by and between the State of Oregon Department of Administrative Services (hereinafter the "Employer") on behalf of Oregon State Hospital (hereinafter the "Agency"), and the Oregon American Federation of State, County and Municipal Employees (AFSCME) (hereinafter the "Union").

ARTICLE 1 - RECOGNITION

The Employer recognizes the Union as the exclusive bargaining agent and representative for all employees at the Oregon State Hospital working in classifications for which a RN license is required, except employees who are excluded by the Employment Relations Board, managerial, supervisory and confidential employees, and temporary employees.

ARTICLE 2 - SCOPE OF AGREEMENT

Section 1. This Agreement binds the Union and any person designated by it to act on behalf of the Union. Likewise, this Agreement binds the State and its employees and any other person designated by it to act on its behalf.

The terms of this Agreement shall apply to all members of certified or recognized bargaining units, represented by the Union, both existing and as determined in the future.

Section 2. The Agreement supersedes all prior Agreements between the Union and the State.

ARTICLE 3 - EFFECT OF LAW AND RULES

Section 1. This Agreement is subject to all applicable existing and future laws of the State of Oregon.

Section 2. No new Human Resource Services Division Rule, or change in any existing Human Resource Services Division Rule that addresses subjects that are mandatory issues for bargaining shall be applicable to employees covered by this Agreement unless the change has been agreed upon by the parties.

Section 3. Bargaining Unit employees shall be provided all of the rights and benefits that have been extended to them by the rules of the Department of Administrative Services, Human Resource Services Division in all matters which are not addressed in this Agreement.

ARTICLE 4 - LEGISLATIVE ACTION

Section 1. Provisions of this Agreement not requiring legislative funding or statutory changes before they can be put into effect shall be implemented on the effective date of this Agreement or the date otherwise specified in this Agreement. Necessary bills for implementation of the other provisions shall be submitted to the Legislative Assembly promptly upon the signing of this Agreement.

Section 2. Upon signing of this Agreement both parties will jointly recommend to the Legislative Assembly the passage of the funding and statutory changes necessary to implement this Agreement.

ARTICLE 5 - EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

Section 1. The provisions of this Agreement shall apply equally to all employees in the bargaining unit without regard to age, race, religion, sex, color, handicap, national origin, or political affiliation. The Union further agrees that it will cooperate with the Agency's implementation or applicable Federal and State laws and regulations, including but not limited to Presidential Executive Order 11246 as amended by Presidential Executive Order 11375, pertaining to affirmative action.

Section 2. All complaints alleging any form of discrimination, including sexual harassment, listed above shall be submitted directly to the Agency. A meeting with the employee, if requested by the employee or the Union, will be held within fifteen (15) calendar days of the receipt of the request. Prior to the conclusion of the meeting, a reasonable effort will be made to resolve the employee's complaint. If, however, a satisfactory solution cannot be reached, the Agency or the designated representative will communicate in writing, within seven (7) calendar days, the position of the Agency to the complainant and the Union. If no hearing is conducted, the Agency shall advise the employee and the Union in writing within fifteen (15) calendar days of receiving the complaint of the Agency's position. If the complaint is not satisfactorily resolved at this step, it **may** be submitted to the Bureau of Labor and Industries for resolution **if further pursued**.

Section 3. Sexual harassment is considered a form of sex discrimination. No employee shall be subjected to sexual harassment by the Employer, the Union or other bargaining unit members. Unwelcome sexual advances, requests for sexual favors and other deliberate or repeated unsolicited verbal or physical conduct of a sexual nature constitutes sexual harassment when:

- A. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- B. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- C. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

ARTICLE 6 - STRIKES AND LOCKOUTS

It is agreed by the Employer and the Union that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare.

The Employer, therefore, agrees that during the term of this Agreement, the Employer shall not cause nor permit any lockout of employees from their work. In the event an employee is unable to perform his assigned duties because equipment or facilities are not available due to a strike, work stoppage or slowdown by any other employees, such inability to provide work shall not be deemed a lockout.

The Union, therefore, agrees that neither it nor its officers or employees covered by this Agreement will encourage, sanction, cause, support or engage in any strike as defined by ORS 243.652 (19), provided, however, that if at the expiration of this Agreement, the Employer and the Union have not reached agreement on a renewal, extension or new agreement, the Union and its officers and employees covered by the Agreement may engage in any type of strike activity which is not unlawful.

Upon notification, confirmed in writing by the Employer to the Union that certain bargaining unit(s) employees covered by this Agreement are engaging in strike activity in violation of this Article, the Union shall, upon receipt of a mailing list, advise such striking employees in writing (with a copy to the Employer) to return to work immediately. Such notification by the Union shall not constitute an admission that it has caused or counseled such strike activity. The notification to employees covered by this Agreement by the Union shall be made solely at the request of the Employer.

Employees covered by this Agreement who engage in strike activity prohibited by this Article will be subject to disciplinary action for misconduct.

ARTICLE 7 - SAVINGS CLAUSE

Should any article, section or portion of this Agreement be held unlawful and/or unenforceable by a court or board of competent jurisdiction, such invalidation shall apply only to the specific article, section or portion directly specified. Upon the receipt of such a decision, the parties shall, upon demand, begin negotiations to replace this Agreement's invalidated article, section or portion.

ARTICLE 8 - MANAGEMENT'S RIGHTS

Except as may be specifically modified by the terms of this Agreement, the State retains all rights of management in the direction of its work force. These rights of management shall include, but not be limited to, the right to:

- A. Direct employees.
- B. Hire, promote, transfer, assign and retain employees.
- C. Suspend, discharge or take other proper disciplinary action against employees.
- D. Reassign employees.
- E. Relieve employees from duty because of lack of work or other proper reasons.
- F. Schedule work.
- G. Determine methods, means and personnel by which operations are to be conducted.

ARTICLE 9 - UNION SECURITY

Section 1. Membership/Fair Share/Contributions to Charitable Organizations. Bargaining unit members who are members of the Union shall either remain members in good standing or make payment in-lieu-of dues to the Union. Bargaining unit members who are not members of the Union shall either become members of the Union or make payment in-lieu-of dues to the Union. Payments in-lieu-of dues shall be equal to the regular monthly Union dues. A bargaining unit

member 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 Union dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish written proof to the Union and to the Agency that this has been done.

Section 2. Deduction for Dues. Upon written request, on the Union form to be available at the Agency, members of the Union may have regular monthly dues deducted from their paychecks. Employees making fair share payments in-lieu-of dues shall have their fair share payments deducted monthly. Bargaining unit members 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 Treasurer of the Union, and the aggregate deduction shall be remitted monthly, together with an itemized statement, to the Union.

Section 3. Notification of Fair share Employees. Upon 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.

Section 4. Indemnification. The Union 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 10 - UNION PRIVILEGES AND LIMITATIONS

Section 1. Lists. The Agency shall furnish to the Union, on a monthly basis, a current alphabetical listing of the names, home addresses when easily obtainable on a computer, and classifications of the employees in the bargaining unit. New hires and terminations shall be indicated on the listing.

Section 2. Bulletin Boards. The Agency shall provide a reasonable space on bulletin boards placed in mutually agreeable locations. The notices shall be restricted to the following types:

- A. Notices of professional and social affairs;
- B. Notices of elections, appointments, and results of elections;
- C. Notices of meetings; and
- D. Notices of negotiation progress.

Copies of any other materials for posting must be approved by the Personnel Director or his representative prior to its posting. No demeaning or derogatory material may be posted.

Section 3. Visits by Union Representatives. The Union will provide the Agency with a list of those AFSCME staff members designated as authorized representatives. The representative, after advising the Personnel Office or the appropriate Nursing Service Office, shall have

reasonable access to the premises of the Agency at any time during working hours to conduct Union business and to assist in the processing of grievances under the terms of this Agreement. Such visits are not to interfere with the normal flow of work.

Section 4. Notices to New Employees. The Employer will notify each newly employed member of the bargaining unit of representation by the Union. Time shall be provided at each new employee orientation so that the Union may distribute to each nurse a copy of this Agreement and copies of the Union membership material. The Union will be allowed a reasonable time during initial employee orientation for explanation of AFSCME benefits and bargaining representative matters.

Section 5. Nurse Representatives.

A. The Union may appoint up to five (5) Nurse Representatives. The Union shall notify the Agency Personnel Director of the names of the Nurse representatives.

B. One Nurse Representative shall be granted a reasonable amount of time to assist in the investigation and settlement of any one grievance at any one time.

C. The Nurse Representative shall notify his/her supervisor prior to performing permitted Nurse Representative duties. If the permitted activity would interfere with the work of the Nurse Representative or other employees, the responsible supervisor(s) shall arrange in a timely fashion for a mutually satisfactory time to perform the requested activity.

D. The Employer agrees that there shall be no reprisal, coercion, intimidation, or discrimination against a Nurse Representative for any authorized activity.

ARTICLE 11 - NEGOTIATING TEAM

Upon notification of bargaining the successor agreement, prior to commencing to bargain, the Union agrees to provide the employer in writing the names of the members designated as representatives for negotiations. A maximum of one team member will be selected from each program area. When appropriate, the designated representatives will be in paid status during negotiations with the Agency assuming no overtime obligations as a result of their attendance at such meetings. At the discretion of the Union, a reasonable number of unpaid employees may attend negotiation sessions as observers. Consultants may be employed by either party.

ARTICLE 12 - WORK SCHEDULES

Section 1. Scheduling of Work. Employee's work schedules shall be posted in all work areas at least fourteen (14) days in advance of their effective date except where a bona fide emergency precludes such advance notice, or where a schedule change is mutually agreed to by the affected employee(s).

Section 2. Work Period. The standard work schedule for a full-time employee is made up of shifts totaling forty (40) hours in established time of seven (7) consecutive twenty-four (24) hour

periods. Variations of work schedules totaling eighty (80) hours in an established time of fourteen (14) consecutive twenty-four (24) hour periods may also be adopted.

Section 3. Workday. Eight (8), nine (9), ten (10) twelve (12), or sixteen (16) consecutive hours of work, except for interruptions of meal periods, shall constitute a workday. Any additional irregular workdays will be adopted only upon agreement, in writing, of affected employees.

Section 4. 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 5. 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. If the employee is unable to take a rest period in the work area due to operational requirements, the employee will advise the employee in charge as soon as possible and, if possible, a rest period will be scheduled as soon as practicable.

Section 6. Flextime may be used as an option in lieu of overtime if mutually agreed to by the employee and the supervisor.

ARTICLE 13 - OVERTIME

Section 1. All time for which an employee is compensated at the regular straight time rate of pay except standby time or on call time but including holiday time off, compensatory time off, and other paid leave shall be counted as time worked.

Section 2. Overtime for employees working a regular work week is time worked in excess of eight (8) hours per day, or forty (40) hours per week within the employees' basic work week of seven (7) consecutive twenty-four (24) hour periods. Overtime for employees working an irregular work schedule is time worked in excess of the scheduled hours per day approved by the Agency Personnel Director or forty (40) hours within the employee's basic work week or eighty (80) hours in an established time of fourteen (14) consecutive twenty-four (24) hour periods. Time worked beyond regular schedules by employees scheduled for less than eight (8) hours per day or forty (40) hours per week is additional straight time worked rather than overtime until work exceeds eight (8) hours per day or forty (40) hours per week within the employees' basic work week.

Except for shift changes and irregular work schedules, employees eligible for overtime compensation who are required to work consecutive hours in excess of eight (8) consecutive hours within a twenty-four (24) hour period shall be compensated at the appropriate rate for hours worked in excess of eight (8) hours per day.

Section 3. All eligible employees shall be compensated at the rate of time and one-half (1-1/2) their regular hourly straight time rate of pay for overtime. No application of this Article shall be construed or interpreted to provide for compensation for overtime at a rate exceeding time and one-half (1-1/2), or to effect a "pyramiding" of overtime, i.e. time and one-half (1-1/2) of time and time and one-half (1-1/2).

Section 4. All classifications within the bargaining unit which are currently eligible for overtime shall continue to be eligible for overtime compensation.

ARTICLE 14 - REPORTING TIME

An employee who is scheduled for work and reports to work and there is no work will be paid for a minimum of five (5) hours or five-eighths (5/8) of his/her scheduled shift, whichever is lesser. However, unless an employee is notified during the first two (2) hours of his/her work period that his/her shift is being curtailed, he/she will be paid for the remainder of his/her scheduled shift. This obligation to pay will not apply when interruptions of work are caused by an Act of God. Nothing herein contained is intended to deny the Agency the right to require the employee to work during the period for which he/she is being paid.

ARTICLE 15 - WEEKEND SCHEDULING

Section 1. It is the policy of the Agency to schedule those nurses who so desire every other weekend off, with the exception of those nurses who have agreed in writing to work schedules calling for consecutive weekend work and those who express a desire in writing to work consecutive two (2) day weekends when work is available. Nurses who have agreed to work consecutive weekends may request withdrawal of such authorization upon thirty (30) days written notice.

Part-time nurses who are hired in positions requiring consecutive weekend work and full time nurses who are hired in 2-16 plus an 8 positions requiring consecutive weekend work are exempted from this provision.

Section 2. Where it is necessary, nurses will agree to be on work schedules of standard schedules made up of shifts totaling forty (40) hours in an established seven (7) consecutive day, twenty-four (24) hour period or variation of work schedules totaling eighty (80) hours in an established fourteen (14) consecutive day, twenty-four (24) hour period.

Section 3. For the purpose of this Article weekend is defined as follows:

Day shift weekend is **any combination of Friday, Saturday, Sunday or Monday shifts;**
Swing shift weekend is **any combination of Friday, Saturday, Sunday or Monday shifts;**
Night shift weekend is **any combination of Thursday, Friday, Saturday, or Sunday shifts.**

ARTICLE 16 - SALARY

Section 1.

A . Effective June 1, 2001, the salary schedules will be adjusted by \$38.00 per step as follows:

Class	Class Title	Rate of Pay							
		Salary 1	2	3	4	5	6	7	8

Number			Range							
6208	Mtl Hlth RN	23	3014	3156	3305	3460	3621	3792	3969	4155
6219	RN Epidemiologist	25	3282	3435	3597	3766	3943	4128	4322	4526
6255	Nurse Practitioner	27	3565	3731	3907	4090	4283	4482	4697	4919

B. General Salary Increases – Subject to ORS 243.702, effective January 1, 2002, salary rates for bargaining units participating at the AFSCME central table shall be increased by two percent (2%) but no less than \$40.00 per month (prorated for part-time employees).

C. Subject to ORS 243.702, effective February 1, 2003, salary rates for bargaining units participating at the AFSCME central table shall be increased by three percent (3%).

D. Effective June 1, 2003, move the Mental Health RN class one (1) salary range (4.75%) and implement on a modified least-cost basis.

Section 2. Any nurse who possesses a relevant Baccalaureate degree shall receive an additional four and seventy-five one-hundredths percent (4.75%) of his/her salary rate and any nurse who possesses a relevant Master's degree shall receive an additional nine and five-tenths percent (9.5%) of his/her 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. ANCC Certification.

A. The employer values ANCC certification consistent with the educational level of the employee. All members of the bargaining unit are encouraged to seek ANCC certification. The Director of Nursing Services in consultation with the Bargaining Unit President 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 Director of Nursing Services 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.

ARTICLE 17 - WORKERS' COMPENSATION APPLICATIONS

Salary paid for a period of sick leave resulting from a condition incurred on the job and also covered by Workers' Compensation, shall be equal to the difference between the Workers' Compensation for lost time and the employee's regular salary rate. To the extent of accrued sick leave prorated charges will be made against such leave. An employee who has exhausted earned sick leave may elect to use accrued vacation and compensatory leave during a period in which Workers' Compensation is being received.

ARTICLE 18 - PERS "PICK-UP"

Section 1. The State will continue to "pick up" a six percent (6%) average employee contribution to the Public Employees Retirement Fund for the employee members participating

in the Public Employees Retirement System. Such State "pick up" or payment of employee member monthly contributions to the System shall continue for the life of this Agreement.

Section 2. The full amount of required employee contributions "picked up" or paid by the State on behalf of employees pursuant to this Agreement shall be considered as "salary" within the meaning of ORS 238.005(11) for the purposes of computing an employee member's "final average salary" within the meaning of ORS 238-005(15) but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to ORS 238.200. Such State "picked up" or paid employee contributions shall be credited to the employee accounts pursuant to ORS 238.200 and shall be considered to be employee contributions for the purposes of ORS 238.005 to 238.750.

Section 3. Such State "pick up" shall also be applicable to employees who first begin to participate in the System on and after July 1, 1981, to the termination of this Agreement.

Section 4. If, by reason of a change in law, valid ballot measure, constitutional amendment, or a final, non-appealable judgement from a court of competent jurisdiction, the Employer must discontinue the 6% "pick up" of the employee's contributions to the PERS fund, the Employer shall increase by 6% the base salary rates for each classification in the salary schedule. This transition shall be done in a manner to assume continuous payment of either the 6% "pick up" or a 6% salary increase.

ARTICLE 19 - PER DIEM DIFFERENTIAL

Section 1. There shall be a per diem differential of fifteen percent (15%) of the base hourly rate for all hours worked. This differential is in lieu of insurance benefits, if any, and paid time off. Paid time off as used in this Article shall not include compensatory time off. This differential shall not be included in the base for calculation of overtime pay.

Section 2. **Employees may be employed in part-time "per diem positions" by mutual agreement between the employer and the employee. These employees will receive a fifteen percent (15%) differential of the base hourly rate for all hours worked in lieu of insurance benefits, if any, and paid time off.** Employees who work fewer than thirty-two (32) hours per month shall be paid the per diem differential.

ARTICLE 20 - DIFFERENTIALS

Section 1. Shift Differential.

A. Employees shall be eligible for the evening shift differential when at least one-half of the scheduled hours of their work shift fall between the hours of 6:00 p.m. and 12:00 midnight.

B. Employees shall be eligible for the night shift differential when at least one-half (1/2) of the scheduled hours of their work shift fall between the hours of 12:00 midnight and 6:00 a.m.

C. Effective October 1, 2002, employees shall be eligible for the weekend differential for all shifts worked beginning with night shift Friday through swing shift Sunday.

D. The shift differential shall apply to all hours worked during that shift.

E. Shift differential shall be applied to base rates in computation of payment for overtime but not for periods of leaves of absence with pay, such as vacation or sick leave.

F. The differentials shall be as follows:

	<u>Evenings</u>	<u>Nights</u>	<u>Weekends</u>
7-1-94	\$1.10	\$1.75	-
10-1-02	\$1.10	\$1.75	\$1.10

Section 2. Bilingual Differential. When formally assigned in the employee's position description, an employee assigned to interpret to or from another language to English will receive a differential of four percent (4%) of base pay.

ARTICLE 20 (A) - WORK PERFORMED IN A HIGHER CLASSIFICATION

All employees who are assigned the work of a position of higher classification shall be compensated five percent (5%) above their current rate. Provided that such arrangement is for ten (10) or more consecutive days, such compensation shall be for all actual hours of work at a higher classification beginning from the first day of the assignment for the full period of the assignment.

ARTICLE 21 - ON-CALL/CALL BACK

Section 1. Employees shall be paid one (1) hour of pay at the regular straight time rate for each six (6) hours of assigned on-call duty. Employees who are assigned on-call duty for less than six (6) hours shall be paid on a prorated basis.

Section 2. An employee shall be on on-call duty when required to be available for work outside his/her normal working hours and meet all the following conditions: 1) The Employee is required to leave word with the Agency where he/she can be contacted during a specified period of time, or pager, and 2) The employee is required and must be prepared to immediately commence full time work if the need arises.

Section 3. An employee shall not be on on-call time once he/she actually commences performing assigned duties and receives the appropriate rate of pay for time worked.

Section 4. No employee is eligible for any premium pay compensation while on on-call duty except as expressly stated in this Article.

Section 5. On-call duty time shall not be counted as time worked in the computation of overtime compensation.

Section 6. An employee who is called back to work outside his/her regular shift, will receive the appropriate rate of compensation in accordance with this Agreement for hours actually worked, but in no event will the employee be paid less than two (2) hours at the straight time rate of pay.

Section 7. This provision will not apply when call back results from employee oversight (e.g., taking home necessary keys, equipment necessary at the campus, etc.). This provision does not prevent the Agency from calling employees for information not requiring call back. The employees would not be required to remain at home or available unless on on-call status.

ARTICLE 22 - POSITION DESCRIPTION

Position descriptions shall be reduced to writing and delineate the specific duties assigned to an employee's position. A dated copy of the position description shall be given to the employee upon assuming the position and at such time as the duties of the position are substantially changed.

ARTICLE 23 - PERFORMANCE APPRAISAL

Section 1. The employee will be rated by his/her immediate supervisor. The performance appraisal will be reviewed by the next higher level supervisor. The rater will discuss the performance appraisal with the employee. The employee shall have the opportunity to provide his/her comments to be attached to the performance appraisal. The employee shall sign the performance appraisal and that signature shall only indicate that the employee has read the performance appraisal. A copy shall be provided the employee at this time.

If there are any changes or recommendations to be made in the performance appraisal after the rater has discussed it with the employee, the performance appraisal shall be returned to the rater for discussion with the employee before these changes can be made. The employee shall have the opportunity to comment on these changes. The employee shall sign the new performance appraisal and that signature shall only indicate that the employee has read the performance appraisal. A copy shall be provided the employee at this time.

All comments by the employee shall be attached to the performance appraisal. The submission of any comments shall not abridge the right of the employee to grieve the performance appraisal.

Section 2. Every employee shall receive a performance appraisal at the end of a trial service period, and at least annually thereafter by the employee's eligibility date even if the employee is at the maximum rate for his/her class.

Performance appraisals shall be rated in the following manner:

- "1" Makes superior contribution in critical areas.
- "2" Exceeds performance requirements in major areas.
- "3" Performs requirements of the position in a satisfactory manner.
- "4" Fails to meet performance requirements in major areas.
- "5" Fails to meet performance requirements in critical areas.

Performance shall be measured using the following criteria:

- A. Classification specifications developed and promulgated by the Human Resource Services Division of the Department of Administrative Services;
- B. An individual position description, reduced to writing;
- C. A written work plan when applicable;
- D. Written memorandum, when necessary; and
- E. Disciplinary action under Article 56, Discipline and Discharge.

These criteria shall be the primary factors upon which an employee's performance is judged and upon which annual performance pay decisions are determined.

Section 3. No salary denial may be based upon any factor other than those listed above, except a denial based upon a disciplinary action.

ARTICLE 24 - SALARY ADMINISTRATION

Section 1. Merit Salary Increases. Employees shall be eligible for merit salary increases at the first of the month following:

- 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 and approval of the Appointing Authority. Employees rated in Categories 4 and 5 shall not receive an increase. The Agency shall give written notice to an employee of withholding of a merit salary increase prior to the eligibility date, including a statement of the reason(s) it is being withheld. 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 the new salary range, which increase shall be no less than four percent (4%). When given such an increase at the time of promotion, the employee will be eligible for a salary increase the first of the month following six (6) months in the new class **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 increase in accordance with the provisions of Section 2 above.

ARTICLE 25 - TRAVEL, MILEAGE AND MOVING EXPENSE REIMBURSEMENTS

Section 1. Travel and Mileage Allowance. Reimbursements and procedures will be in accordance with Oregon Accounting Manual, Policy No. 40.10.00.PO, and its successors. Changes in this policy will be automatically incorporated into this contract article.

Section 2. Moving Expenses. Reimbursements and procedures will be in accordance with the Department of Administrative Services, Human Resource Services Division Policy 40.055.10 and its successors. Changes in this policy will be automatically incorporated into this contract article.

ARTICLE 26 - MEALS

The Agency shall reimburse an employee for a meal priced at five dollars and fifty cents (\$5.50) or less when he/she is, **without prior notice**, required to work more than two (2) hours beyond his/her normal work schedule and when, because of such extra work, the Agency Appointing Authority deems it unreasonable for the employee to return to his/her residence for the meal. This Article does not apply when an employee is on official travel status, and shall not be incorporated into the base rate of pay for overtime purposes.

ARTICLE 27 - PARKING

The parties agree that any changes in parking rates for State employees at any State owned and operated parking facility shall provide the opportunity for the Union to participate in the determination of such rates. The Union will be afforded the opportunity to offer suggestions, make recommendations and introduce any data deemed appropriate.

ARTICLE 28 - REVIEW OF CLASSIFICATION SERIES

Section 1. The Department of Administrative Services, Human Resource Services Division shall notify the Union of intended classification studies prior to submitting the proposal under Section 2 of this Article.

Section 2. Whenever a change in class specifications or a new classification is proposed, it is agreed that the Department of Administrative Services, Human Resource Services Division will

submit the proposal to the Union to provide opportunity for its review and comments. Within thirty (30) days of its receipt of the proposal, the Union may meet with the Division and may present arguments and recommendations where there are objections raised on behalf of the represented employees. Any extension of time specified shall be mutually agreed to in writing.

Section 3. The Union may recommend classification studies to be conducted by the Department of Administrative Services, Human Resource Services Division indicating the reasons for the need for such studies.

ARTICLE 29 - RECLASSIFICATION PROCEDURE

Section 1. The parties shall use the following procedure to process reclassification requests initiated by an employee or the Union.

A. A completed Position Description Form (PD124) and a written explanation for a proposed reclassification request shall be submitted to the Agency Personnel Department.

B. The Agency Personnel Department shall conduct a classification audit and review the merits of the request. The Union shall have an opportunity before the thirty (30) day decision date to meet with the Agency Personnel Department to present arguments and recommendations where there are objections to the proposed reclassification. Within thirty (30) days after receipt of a reclassification request the Agency Personnel Department shall notify the Union of its decision. The parties may extend the time limit by mutual written agreement in those instances where the review process or other extenuating circumstances require additional time for analysis.

C. In instances where the Agency Personnel Department denies the request, the employee may appeal the decision within fifteen (15) days to the Agency Head.

D. If approved, the effective date of a reclassification implemented under this Article shall not be later than thirty (30) days from the date of filing the request with the Agency Personnel Department.

E. When an employee is non-competitively advanced because of reclassification of his/her position, he/she shall be given an increase in accordance with the provision of Article 24, Salary Administrative, Section 2, Rate of Pay Upon Promotion.

F. The Agency Personnel Department shall furnish Position Description Forms at the request of the Union.

Section 2. When an Agency initiates an upward reclassification of a position, the affected employee shall be notified in writing.

Section 3. If a reclassification request which is approved by the Agency does not receive Department of Administrative Services or legislative approval, the duties of the position will be restructured to conform to the prior classification. The employee shall be paid the rate of pay of the higher level classification from the first of the month following the month in which the reclassification request was received by the Agency to the date the duties were removed.

Section 4. The Agency Personnel Department shall notify an incumbent employee and the Union in writing sixty (60) days in advance of a downward reclassification of a position and the specific reasons for the action. When an employee is reclassified downward, the employee's rate of pay shall be that of the last salary rate earned in the salary range of the previous classification. It shall remain at that rate until a rate in the salary range of the new classification exceeds it, at which time the employee's salary will be adjusted to that rate and the salary review and eligibility date will be established one (1) year from that date provided the employee is not at the maximum of the salary range to which the employee was reclassified.

ARTICLE 30 - DOWNWARD RECLASSIFICATION

Section 1. The Agency Personnel Department shall notify an incumbent employee and the Union in writing sixty (60) days in advance of a downward reclassification of a position and the specific reasons for the action.

Section 2. When an employee is reclassified downward, the employee's rate of pay shall be that of the last salary rate earned in the salary range of the previous classification. It shall remain at that rate until a rate in the salary range of the new classification exceeds it, at which time the employee's salary will be adjusted to that rate and the salary review and eligibility date will be established one (1) year from that date provided the employee is not at the maximum of the salary range to which the employee was reclassified.

ARTICLE 31 - IMPLEMENTATION OF NEW CLASSES—APPEALS PROCESS

The appeals process is designed to allocate employees into new classes. Employees in positions allocated to a new classification, who dispute their placement within the new class, can appeal their placement using the following process:

Section 1.

A. An appeal may be filed by an individual employee or a steward or a Council Representative on behalf of the employee, to the Agency personnel office within 15 calendar days of written notification by the Agency of placement into the new class. Employees sharing the same or substantially similar position descriptions or employees the Agency agrees to treat as a group may file an appeal as a group. The initial filing should describe the individual or group, including the names of affected members, identify the proposed placement, and the placement believed to be correct by the affected employees. The appeal must include current, signed position descriptions. Because the old classifications are to be abolished, correct placement cannot be back to the prior classification.

The Agency shall conduct a review of the allocation using the following criteria:

(1) The purpose of the job shall be determined by the statement of purpose and assigned duties of the position description and other relevant evidence of duties assigned by the Agency;

(2) The concept of the proposed classification shall be determined by the general description and distinguishing features of its class specification; and

(3) The overall duties, authority and responsibilities of the position shall be determined by the position description and other relevant evidence of duties assigned by the Agency. This decision shall be made within 30 calendar days of receipt of the appeal and provided to the affected employees in writing and with a summary of the classification analysis.

B. If denied, the Union may appeal the Agency's decision in writing to the Labor Relations Unit within 15 calendar days of receipt of the written denial. The appeals will be considered by the Employer designee (or an alternate) and the Union designee (or an alternate) who shall form the committee charged with the responsibility to consider appeals and make decisions which maintain the integrity of the classification system by correctly applying the classification specifications. Additionally, the committee may utilize two resource persons, one designated by each party, to provide technical expertise concerning a specific series. The committee will attempt to resolve the matter by jointly determining whether the current or proposed class more accurately depicts the overall assigned duties, authorities and responsibilities of the position using the criteria specified above.

In this process each of the designees may identify one alternate class that he/she determines most accurately depicts the purpose of the job and overall assigned duties. If an alternate class is identified, both the Union and Labor Relations Unit shall be notified. If the parties concur that shall end the allocation appeal. In the event the committee concludes that the proposed or alternate class is more appropriate, management retains the right to modify the work assignment on a timely basis to make it consistent with the Agency's allocation.

Appeals shall be decided in order of receipt by the Labor Relations Unit.

Decisions shall be rendered by the designees no later than 60 calendar days of receipt of the appeal by the committee.

C. The decision of the designees shall be binding on the parties. However, agencies may elect to remove/modify duties at any point during the process.

D. If the appeals committee cannot make a decision, the Union may request final and binding arbitration by a written notice to the Labor Relations Unit within the next forty-five (45) calendar day period. Each party may go forward with only one class. Each party may choose to take to arbitration either the current class, class appealed to, or an alternate class identified by a committee member. The arbitrator shall allow the decision of the Agency to stand unless he/she concludes that the proposed classification more accurately depicts the overall assigned duties, authority, and responsibilities of the position.

E. Where a position is vacated after the filing of the initial appeal, the Union may continue the appeal process and such appeals will be reviewed by the committee only after the review of all filled positions appeals is completed and where the Agency indicates that no change in duties is anticipated prior to refilling the position.

F. This process terminates upon completion of the allocation process.

ARTICLE 32 - RETURN TO CLASSIFIED SERVICE FROM EXEMPT OR UNCLASSIFIED SERVICE

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 (or equivalent class in the new class system) 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 the reemployment list for the class in which the layoff occurred.

ARTICLE 33 - REINSTATEMENT AFTER SEPARATION

A former regular or trial service employee who has separated in good standing may be reinstated to a position in his/her former class and division within two (2) years following the date of separation. However, a former employee shall not be reinstated if qualified persons are on layoff from the class and division or organization unit where the vacancy exists.

ARTICLE 34 - PERSONNEL ADMINISTRATION

Section 1. Exit Interview. Nurses terminating employment with the Employer are urged to request and will be granted an exit interview with their supervisor, the Director of Nursing, or the Personnel Officer.

Section 2. Nurse Supervision. RN's in the nursing service and covered by this Agreement shall be supervised and evaluated for their professional performance by other RN supervisors only. This Section does not preclude information from other personnel being used in the supervisory and evaluation process.

ARTICLE 35 - INSPECTION OF RECORDS

Section 1. An individual employee may inspect his/her personnel file except confidential reports from previous employers. An employee's official representative, with the permission of the employee, may inspect the employee's personnel file except confidential reports from previous employers.

Section 2. No information reflecting critically upon an employee shall be placed in the employee personnel file that does not bear the signature of the employee. The employee shall be required to sign such material to be placed in his/her personnel file provided the following disclaimer is attached:

"Employee's signature confirms only that the supervisor has discussed and given a copy of the material to the employee, and does not indicate agreement or disagreement."

If the employee is not available within a reasonable period of time or the employee refuses to sign the material, the Agency may place the material in the file provided a statement has been signed by two management representatives and a copy of the document was mailed to the employee at his/her address of record and a copy given to the Union.

Section 3. Records pertaining to an individual's qualifications, personnel actions, performance evaluations, commendations, warnings, or other disciplinary matters shall be contained in the personnel file. Excluding major infractions, the Employer may not use any information in any disciplinary action regarding any employee unless that information is included within the personnel file.

Section 4. Material reflecting caution, consultation, warning, admonishment or reprimand shall be removed from the personnel file after two (2) years upon written request of the employee provided there have been no incidents of a similar nature in the interim. Earlier removal may be permitted when requested by the employee and if approved by the appointing authority.

Section 5. Employees shall be entitled to prepare a written explanation or opinion regarding any critical material placed in his/her personnel file. The employee explanation or opinion shall be attached to the critical material and shall be included as part of the employee's personnel record until the critical material is removed. As confirmed by the appointing authority, incorrect material will be removed, upon request, from an employee's personnel file.

Section 6. An employee may include in his/her personnel file a reasonable amount of relevant material he/she wishes, such as letters of favorable comment, licenses, certificates, college course credits, or other material which relates creditably on the employee. This material shall be retained for a minimum of two (2) years.

Section 7. Material relating to grievances, or disciplinary action recommended but not taken, or disciplinary actions which have been overturned on appeal shall not be retained in the employee's personnel file.

ARTICLE 36 - TRIAL SERVICE

Section 1. Initial Trial Service.

A. Duration. The trial service period is recognized as an extension of the selection process and is the time immediately following initial appointment to a position in the bargaining unit. All employees shall serve an initial trial service period of six (6) months.

B. Extension. An employee's trial service period shall not 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.

C. Removal. 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 Union of the action and the reason therefor. Such employee shall not have the right to grieve his/her trial service removal.

D. Transfer/Promotion. An employee who is voluntarily transferred to another specialty area or promoted to another position prior to the completion of his/her initial trial service period, shall serve an additional six (6) months' trial service in the latter position in order to gain regular status. All other provisions of Section 1 will apply.

E. For the duration of this Agreement, the parties agree that the Union will agree to six (6) month extensions of initial trial service when notified of the need by management. Said extensions shall not affect benefits or any other provision of this Agreement except that Just Cause and Progressive discipline shall not apply to employees on extended trial service.

Section 2. Rehire After Separation From Service. All employees rehired after separation from service shall serve a trial service period of six (6) months. The provisions of Sections 1.B., 1.C. and 1.D. shall also apply.

Section 3. Promotional Trial Service.

A. Duration. All regular status employees promoted to a higher classification shall serve a trial service period of six (6) months.

B. Extension. An employee's trial service period shall not 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.

C. 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 shall have the right to return to an available position in his/her former specialty area.

ARTICLE 37 - FILLING OF POSITIONS

Section 1. Positions may be filled by lateral transfer within the individual Agency programs prior to considering outside applicants. All subsequent vacancies shall be posted on designated bulletin board(s) for a minimum of seven (7) days. Postings shall include the work program or unit, shift, days off and qualifications for the job. All interested applicants shall apply at the locations specified. 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 seven (7) calendar days. All interested applicants including

employees shall apply at the locations specified. In cases where applicants' experience and qualification are substantially equal, the principle of seniority shall be the deciding factor. For purpose of this article, seniority will be defined as total continuous state service.

ARTICLE 38 - LAYOFF AND RECALL

Section 1. 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 shall be given written notice of a pending layoff at least fifteen (15) days before the effective date, stating the reasons for the layoff.

Section 2. 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;
- 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 at least 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 major affected nursing units:
 - (1) Volunteers;
 - (2) Temporary employees;
 - (3) Trial service employees; and
 - (4) Regular employees in inverse order of service credit.

Section 3. If it is found that two (2) or more employees in the Agency in which the layoff is to be made have equal service credit, the order of layoff shall be in inverse order of the greatest length of continuous State service. If this does not break the tie, 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 4. A regular employee who is about to be laid off may displace an employee in the same class or demote and displace an employee in a lower RN classification within the Agency provided:

- A. The employee has more service credits than the employee with the least service credits in the classification; and
- B. The employee meets the qualifications for the position.

In order to displace someone per the provisions of this Section, the employee must notify the Agency Personnel Director of his/her choice within five (5) calendar days of the receipt of the layoff notice.

Section 5. Service Credit Computation.

A. Credit one (1) point per month for each full month of continuous service with the Employer.

B. Determine the average of the last two (2) required performance appraisals according to the following scale:

- (1) For a rating of "1", fifty percent (50%);
- (2) For a rating of "2", thirty-five percent (35%);
- (3) For a rating of "3", twenty percent (20%);
- (4) For a rating of "4", zero percent (0%); and
- (5) For a rating of "5", zero percent (0%).

Employees who have no performance appraisal or no timely performance appraisal shall have their continuous service credit increased by twenty-five percent (25%). If there is only one (1) timely performance appraisal, it will be used.

C. Increase the points for continuous service determined in (a) above, by the percentage formed by the average reached in (b) above.

D. Continuous service is service without a separation from employment of more than ninety (90) consecutive days, except for layoff. Periods of leave without pay or layoff will be deducted from the continuous service calculation. 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.

Section 6. 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 7. Employees may remain on layoff for up to two (2) years and shall not lose previously accrued credit for seniority nor service while on layoff, provided they return from layoff when first recalled.

Section 8. Employees shall be recalled to work in inverse order of layoff, provided they are qualified to perform the duties of the position available. A nurse who is passed over retains his/her position on the recall list.

Section 9. 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.

ARTICLE 39 - HOLIDAYS

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

- A. New Year's Day on January 1.
- B. Martin Luther King'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. Veterans' Day on November 11.
- H. Thanksgiving Day on the fourth Thursday in November.
- I. Christmas Day on December 25.
- J. In lieu of Lincoln's Birthday, bargaining unit members will be entitled to receive a Personal Holiday to be taken upon the prior approval by the Employer and credited to the employee's comp time account on July 1 of each year.
- K. Every day appointed by the Governor of the State of Oregon 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 entitled, in addition to their regular monthly salary, to compensatory time off for the time worked or, at the discretion of the Appointing Authority, to be paid cash for time worked. Compensatory 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/her straight time pay.

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 these holidays.

ARTICLE 40 - VACATIONS

Section 1. Accumulation.

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

In the 1st and through the 5th year	114 hours for each 12 months of service
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After 5th year through the 10th year	138 hours for each 12 months of service
After 10th year through the 15th year	162 hours for each 12 months of service
After 15th year through 20th year	186 hours for each 12 months of service
After 20th year	210 hours for each 12 months of service

B. Part-time. Employees who work at least thirty-two (32) hours per month, but less than full-time, will accrue vacation leave on a prorated basis.

Section 2. Rate of Pay. Compensation for use of accrued vacation shall be at the employee's prevailing straight time rate of pay.

Section 3. Vacation Time During First Year of Employment.

A. Employees are eligible to use vacation leave after six (6) months of service. A month of service for a part-time employee is any month the employee works thirty-two (32) hours or more. In the event of layoff or termination after six (6) months of service, any unused vacation will be paid to the employee.

B. Employees may use up to sixteen (16) hours of accrued vacation leave during the first six (6) months of service. In no instance will this sub-section allow cash payment for the vacation accrued during the first six (6) months of service.

Section 4. Return After Separation. Employees who have been separated from and return to a permanent position within two (2) years shall be given credit toward additional vacation credits for service prior to their separations. All time in State service shall be counted as long as there is not a break in service of more than two (2) years.

Section 5. Other Credited Service. Time spent in actual service or on Peace Corps, military, educational, or job-incurred disability leave without pay shall be considered as time in the State service in determining length of service for earning vacation credits.

Section 6. Ceiling. Vacation hours may accumulate to a maximum of three hundred (300) hours; **however, in the event of separation or layoff any unused vacation up to 250 hours only will be paid to the employee.**

Section 7. Effect of Paid Leave on Vacation Accrual. All paid time off shall be considered time worked.

Section 8. Pay Upon Termination. In the event of termination, any unused vacation will be paid to the employee.

Section 9. Pay Upon Death. In the event of an employee's death, all monies due him/her for accumulated vacation and/or salary shall be paid as provided by law.

ARTICLE 41 - 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 illness, bodily injury, disability resulting from pregnancy, necessity for medical or dental care, exposure to contagious disease, attendance upon members of the employee's immediate family (employee's parents, wife, husband, children 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. **The employee has the duty to 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 certificate 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, compensatory time or leave without pay in any combination for the period of maternity leave.

Effective July 1, 1989, the 3295 Local President may, at his/her discretion, allow employees, on a case-by-case basis and without setting precedent, to transfer accumulated vacation leave to a co-worker who has exhausted all forms of accumulated leave while recuperating from or involved in an extended and continuing illness or injury of a catastrophic nature, requiring a consecutive, continuing absence. Exceptions to the consecutive, continuing absence requirement may be entered into with the mutual agreement of the Local President and Personnel Director.

The transfer of accumulated Vacation Leave and the utilization of such leave shall be subject to the following:

A. Employees on workers' Compensation or Parental Leave may not participate in this program either as donors or donees.

B. All leave donated shall be posted to the donee's sick leave account. Any leave which has been donated and remains unused is not recoverable by the donor.

C. All accumulated Vacation Leave hours must be donated and transferred in blocks of two (2) or more to a maximum of two-hundred-forty (240) hours during any one contract period. All hours of leave donated from co-workers will be converted into an hourly rate and then applied to the donee's account at his or her hourly rate.

D. Any other requirements or conditions which may from time to time be determined by, or set forth by, the Superintendent on a case-by-case basis.

E. The donor(s) and donee must be an employee within the Department of Human Services.

F. The donee must have at least three (3) years of State service immediately preceding the request.

ARTICLE 42 – HARDSHIP LEAVE

Effective July 1, 1989, the 3295 Local President may, at his/her discretion, allow employees, on a case-by-case basis and without setting precedent, to transfer accumulated vacation leave to a co-worker who has exhausted all forms of accumulated leave while recuperating from or involved in an extended and continuing illness or injury of a catastrophic nature, requiring a consecutive, continuing absence. Exceptions to the consecutive, continuing absence requirement may be entered into with the mutual agreement of the Local President and Personnel Director.

The transfer of accumulated Vacation Leave and the utilization of such leave shall be subject to the following:

A. Employees on workers' Compensation or Parental Leave may not participate in this program either as donors or donees.

B. All leave donated shall be posted to the donee's sick leave account. Any leave which has been donated and remains unused is not recoverable by the donor.

C. All accumulated Vacation Leave hours must be donated and transferred in blocks of two (2) or more to a maximum of two-hundred-forty (240) hours during any one contract period. All hours of leave donated from co-workers will be converted into an hourly rate and then applied to the donee's account at his or her hourly rate.

D. Any other requirements or conditions which may from time to time be determined by, or set forth by, the Superintendent on a case-by-case basis.

E. The donor(s) and donee must be an employee within the Department of Human Services.

F. The donee must have at least three (3) years of State service immediately preceding the request.

ARTICLE 43 - PRE-RETIREMENT COUNSELING LEAVE

After reaching earliest retirement age, each employee shall be granted up to three and one-half (3-1/2) days leave with pay to pursue bona fide pre-retirement counseling programs. Employees shall request the use of leave provided in this Article at least fifteen (15) days prior to the intended date of use.

Authorization for use of pre-retirement counseling leave shall not be withheld unless the Appointing Authority determines that the use of such leave will handicap the efficiency of the employee's work unit.

When the dates requested for pre-retirement leave cannot be granted for the above reason, the Agency shall offer the employee a choice from three (3) other sets of dates. The leave herein discussed may be used to investigate and assemble the employee's retirement program, including PERS, Social Security, insurance and other retirement income.

ARTICLE 44 - 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 a 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. Search or rescue operation. 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 a period of no more than five (5) days for each operation.

D. 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) work days in any training 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.

E. Other authorized duties in connection with State business.

F. As otherwise expressly provided for by Oregon statutes.

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.

ARTICLE 45 - LEAVE OF ABSENCE WITHOUT PAY

Section 1. Leave of Absence without Pay. In instances where the work of an Agency will not be seriously handicapped by the temporary absence of an employee, the employee may be granted a leave of absence without pay or educational leave without pay not to exceed one (1) year. Request for such leave must be in writing and must establish reasonable justification for approval of the request. A period of leave of fifteen (15) days or less shall be treated as leave without pay; and, during such period an employee shall not be scheduled for any vacation leave or compensatory time off that has accrued to the employee's credit. Where the leave is to exceed fifteen (15) days, any employee who is granted a leave of absence without pay normally shall first be scheduled for any vacation leave and compensatory time off that has accrued to the employee's credit for that portion of the leave which is in excess of fifteen (15) days. The first fifteen (15) days of a period of leave that is to exceed fifteen (15) days shall be treated as leave without pay; and, during that period, an employee shall not be scheduled for any vacation leave or compensatory time off that has accrued to the employee's credit. Normally, such leave will not be approved for an employee who is accepting employment outside the State service. Vacation leave shall not accrue during a leave of absence without pay, the duration of which exceeds fifteen (15) days. The Employer shall make every reasonable effort to reinstate the employee to his/her former assignment. An employee shall be granted leave without pay for the following:

A. Military Leave.

(1) An employee going on voluntary or involuntary military service school training beyond eleven (11) work days shall be entitled to leave without pay during a period of active duty training. However, reduction in salary will not be made for an FLSA exempt employee on temporary military leave except for full work week increments where such leave causes an absence of one (1) of one or more full work weeks.

(2) An employee who enlists in the military service shall be entitled to a military leave of absence without pay during an initial enlistment period of service with the Armed Forces of the United States. He/she shall, upon separation from such service under honorable conditions be returned to a position in the same class, without loss of seniority or employment rights. Employees shall make application for reinstatement within ninety (90) days and shall report for duty within six (6) months following separation from active duty. Failure to comply may terminate military leave. If it is established that he/she is not physically qualified to perform the duties of his/her former position by reason of such service, he/she shall be reinstated in other work that he/she is able to perform at the nearest appropriate level of pay of his/her former class.

B. Peace Corps. A regular employee joining the Peace Corps shall be entitled to a leave of absence without pay for at least two (2) years. Such employee shall have the right to return to a position in the same class as his/her last held position and at the prevailing salary rate without loss of seniority or other employment rights. Failure of the employee to report within ninety (90) days after termination of his/her service shall be cause for termination.

ARTICLE 46 - LEAVE ADMINISTRATION

Section 1. Compensatory Time. Compensatory time for holidays and overtime worked may be accrued to a maximum of one hundred and twenty (120) hours. Subject to the operating requirements of the work unit, the Employer may require up to fourteen (14) days advance notice for requests to use one to four days of compensatory leave. Subject to the operating requirements of the unit, the Employer may require thirty (30) days advance notice for request of five (5) or more consecutive days off.

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 to provide patient care, the employees shall have preference of vacation times. In case of conflict in scheduling, vacation times shall be selected on the basis of seniority. That is to say, the employee with the most seniority will be given first opportunity to secure the day(s) in conflict by exercising his/her seniority (assuming it is available to exercise). If the most senior decides not to do so, then the less senior employee will be given the same opportunity. In instances where neither employee chooses to exercise seniority to secure the day(s), a flip of the coin will be utilized to break the conflict. Each employee will be permitted to exercise his/her right or seniority only once in each two (2) year period. The Agency shall use the following procedure for the selection of vacation time:

Vacation time off will be granted in quarterly blocks. Employees will be granted time off only for the next quarter.

Requests must be in writing and the deadline for submission each quarter is as follows:

<u>Time Blocks</u>	<u>Request Received By</u>
January 1 through March 31	<u><i>Notice – to be applied as defined below</i></u> November 15
April 1 through June 30	February 15
July 1 through September 30	May 15
October 1 through December 31	August 15

Requests submitted after the deadline will be considered on a time availability basis. In all instances of late submission, the employee shall forfeit his/her right to exercise seniority. The institution will grant or deny requests for vacation within a reasonable period of time.

Employees may also use accrued compensatory time in conjunction with vacation time when scheduling vacations.

Any employee who has requested and/or received a change in assignment, *i.e.*, days off, shift change or ward assignment and has previously approved vacation time off, must resubmit the request. Whenever possible, Management will try to accommodate previously approved leave.

Section 3. Use of Accrued Time. Accrued vacation and compensatory time for holidays and overtime worked 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. Vacations that have been scheduled may not be canceled by the Institution except in the event of an emergency. When unrecoverable vacation deposits in excess of fifty dollars (\$50.00) are incurred by an employee, the vacation shall not be canceled by the Institution. In the event of a schedule change caused by seniority or a transfer at the request of an employee, the provisions of this section shall not apply.

Section 5. If schedule issues occur, the Director of Nursing Services has the authority to review the requests and will meet with the local Union president. Such review does not guarantee that the employee's request will be approved.

ARTICLE 47 - UTILIZATION OF BENEFIT TIME

Section 1. The parties agree that an employee's vacation and compensatory time off is an earned benefit to which the employee is entitled. Therefore, the accrued time will not be utilized except by agreement between the Agency and the employee with the following exceptions:

A. Compensatory and vacation accrued but unused hours will be paid off upon termination, layoff other than temporary interruption of employment, military leave exceeding thirty (30) calendar days, educational leave exceeding thirty (30) calendar days and any other leave without pay exceeding fifteen (15) calendar days.

B. The employer may cash out all but twenty (20) hours of compensatory time annually.

Section 2. Should an employee wish to take vacation within three (3) months of return from educational or military leave without pay, vacation leave without pay may be granted by the Agency if scheduling of work permits. The vacation period in this instance may not exceed fifteen (15) calendar days and any accrued vacation or compensatory time earned prior to the proposed leave date will be utilized first.

ARTICLE 48 - VACATION AND SICK LEAVE CREDITS UPON TRANSFER

Section 1. Vacation.

A. Upon transfer of an employee with six (6) full months of State service to a different State agency, the employee shall be paid in cash for vacation credit not used.

B. Upon transfer of an employee with less than six (6) full months of service to a different agency, all vacation credits accrued shall be transferred to the gaining agency.

Section 2. Sick Time. An employee shall have all of his/her accrued sick leave credits transferred when the employee is transferred to a different State agency.

ARTICLE 49 - RESTORATION OF SICK LEAVE CREDIT

Employees who have been separated from the State service and return to a position (except as a temporary employee) within two (2) years shall have unused sick leave credits accrued during previous employment restored.

ARTICLE 50 - EFFECT OF LEAVE WITHOUT PAY

Time spent on leave without pay in excess of fifteen (15) consecutive calendar days or leave without pay for the purposes of maternity leave in excess of ninety (90) 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.

ARTICLE 51 - INSURANCE

Section 1. An employer contribution will be made for each eligible employee who has at least eighty (80) paid regular hours in the month.

The contribution for eligible participating part time employees with eighty (80) or more hours paid time for the month will be prorated based on the ratio of paid regular hours to full time hours to the nearest full percent.

Effective January 1, 2000 and for plan years beginning January 1, 2002 and 2003, the Employer shall make the following contributions in full for full-time employees who have at least eighty (80) paid regular hours in a month:

Employee	\$387.14
Employee and Spouse	\$520.12
Employee and Child(ren)	\$443.59
Employee and Family	\$531.97

Section 2. Plan Year 2001. The Employer contribution shall be sufficient to cover the Public Employees Benefit Board's (PEBB) prototype plans and basic dental coverage within each tier as designated by PEBB annually for the employee and family. An employee may choose not to participate in a prototype plan and may select a plan of greater or lesser premium cost. If the employee selects a plan of greater cost, there may be out of pocket monthly expense to the employee. If the employee selects a plan of lesser cost, the employee may receive cash back. The amount of any out of pocket or cash back cost will be determined by PEBB.

The Employer insurance contribution for plan year 2001 will be based on the composite of the PEBB prototype contribution tiers. The Employer contribution shall be sufficient to cover the PEBB prototype plans and basic dental coverage within each tier as designated by PEBB annually for the employee and family. An employee may choose not to participate in a prototype plan and may select a plan of greater or lesser premium cost. If the employee selects a plan of greater cost, there may be out of pocket monthly expense to the employee. If the employee selects a plan of lesser cost, the employee may receive cash back. The amount of any out of pocket or cash back cost will be determined by the PEBB.

Section 3. Plan Year 2002. For plan year January 1, 2002 through December 31, 2002, the dollar difference between the above Employer monthly contribution for each tier and the premium cost of the plan selected by the employee contribution will be paid by the Employer as a subsidy so that there is no out of pocket premium cost to the eligible employee for health and dental insurance, regardless of tier or plan choice. These subsidies are based on a PEBB estimated composite rate of \$580.00 statewide.

Section 4. Plan Year 2003. For plan year January 1, 2003 through December 31, 2003, the Employer will increase the subsidy paid during plan year 2002 to meet increases in premium costs for PEBB medical and dental plans for plan year 2003, but only up to a maximum amount comparable to an average statewide subsidy increase of \$85.00 per eligible employee.

Should the additional subsidy amount be insufficient funds to cover full premium costs, the PEBB, in its sole discretion, may decide to use the PEBB reserve funds to cover any additional subsidy beyond the \$85.00. If PEBB does not release sufficient reserves, the parties agree to delay implementation of the effective date of the February 1, 2003 salary increase by one month or as agreed to by the parties.

If spending the full \$85.00 subsidy is not necessary to provide coverage with no out of pocket health and dental premium costs to all eligible employees, the parties agree to early implementation of the February 1, 2003 salary increase as provided herein. For every \$15.00 reduction in the average subsidy expense, the February 1, 2003 salary implementation date shall be moved forward one month.

Section 5. Employees covered by the PEBB program for default insurance coverage shall receive an employer insurance contribution equivalent to the premium cost of the applicable default plan or amount provided by the collective bargaining provision, whichever is less.

ARTICLE 52 - INCLEMENT CONDITIONS

When, in the judgment of the Agency, weather conditions require the closing, or curtailing, of the work site within the employee's regularly scheduled workday, the employees will be paid for the remainder of their regularly scheduled shift. The Agency will not require employees to work who request not to work when the work site is closed, or curtailed, unless it endangers the health and safety of the clientele. In such a circumstance the Agency will make an effort to protect the health and safety of the employee including, when possible, arranging overnight lodging at the work site.

The Agency may direct employees to remain at home prior to the beginning of the work shift because of inclement weather or hazardous conditions. If employee notice is provided by telephone, television or radio announcement prior to the employee leaving home, the employee will be authorized the optional use of accrued vacation, compensatory time or leave without pay during the period in which the employee's work is curtailed due to the inclement or hazardous condition. If the employee does not receive notification as herein provided, or if his/her Agency Agreement requires a longer period of notice and such notice has not been given and the employee reports for his/her regularly scheduled shift of work, he/she shall be paid for the full shift of work. No reduction in salary will be made for an FLSA exempt employee except for full

work week increments where the Division has determined there is no work available and an absence of one (1) or more full work weeks occurs.

ARTICLE 53 - HEALTH AND SAFETY

Section 1. The parties agree to abide by standards of health and safety in accordance with the Oregon Safe Employment Act (ORS 654.001 to 654.295 and 654.991).

Section 2. Employees and management personnel should both be aware of safety and health regulations and recognize that they have a mutual responsibility to assist in maintaining good health and safety practices, procedures and regulations. These shall include but not be limited to the following:

- A. Use of mechanical safeguards;
- B. Adherence to known safety work practices;
- C. Proper use of personal protective safety devices and wearing apparel;
- D. Adherence to provisions applicable under the Occupational Safety and Health Act.

Section 3. Proper safety devices, apparel and equipment shall be provided by the Agency for all employees engaged in work where such items are necessary to meet the requirements of the Workers' Compensation Division. Such items, where provided, must be used.

Section 4. As soon as possible after initial appointment and annually thereafter, the Agency shall provide tuberculosis screening at no cost to the employee.

Section 5. If in the conduct of official duties an employee is exposed to serious communicable diseases which would require immunization against, testing for, or treatment of such communicable disease, this will be provided without cost to the employee.

Section 6. If an employee claims that an assigned job, or assigned equipment is unsafe or might unduly endanger his/her health, and for that reason refuses to do that job or use the equipment, the employee shall immediately give his/her reasons for this conclusion to his/her supervisor, in writing, who shall request an immediate determination by a representative of the appropriate investigating agency as to the safety of the job or equipment in question. A Union representative or nurse representative may accompany the investigating agency representative and employee(s) during the determination.

Section 7. Pending determination provided for in Section 6, the employee shall be given suitable work elsewhere. The Agency shall use its best efforts to schedule such work on the same days and shift as the employee was originally scheduled. If no suitable work is available the employee shall be sent home.

Section 8. Time lost by the employee as a result of any refusal to perform work on the grounds that it is unsafe or might unduly endanger his/her health shall not be paid by the Agency unless the employee's claim is upheld.

Section 9. All on-the-job accidents or exposure to serious communicable disease are to be reported to the Agency within twenty-four (24) hours of the occurrence on the appropriate Agency occupational injury report form. In the event of a claimed on-the-job accident or occupational disease that involves the care of a physician or lost time from work, the Agency agrees to assist employees with the preparation of the appropriate State Accident Insurance Fund claim form. An employee is expected to fill out this form within two (2) workdays of the physician's care or beginning of time loss.

Section 10. An employee who has sustained a compensable on-the-job injury shall be reinstated upon demand at the employee's choice to either his/her former employment or alternative employment within the employing Agency which the Agency has determined is available and suitable, provided that the employee is not disabled from performing the duties of such employment. Certification by a duly licensed physician of the employee's physical abilities and any limitation shall be prima facie evidence that the employee should be able to perform within the certified limits.

Section 11. Employee representatives on the Hospital Safety Committee shall be volunteers and elected by the bargaining unit.

ARTICLE 54 - 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 the orientation shall continue at least at the present level.

C. When assigned to a patient care area, each nurse 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 nurse in accordance with the nurse's educational background and work experience.

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

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

F. During general Hospital orientation a Union representative will be allowed to explain the benefits of Union membership.

Section 2. In-Service Education.

A. The Agency will continue its practice of providing in-service education for all RN's, on all shifts, on a regular basis.

B. 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, when training is not voluntary and the sessions involve time outside the employee's works schedule.

C. 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. The tuition and other expenses provided by the Agency shall be reasonably related to the actual costs of the specific function. If granted, employees will not lose pay, nor will schedules be adjusted so that the conference falls on off days.

Section 3. Subject to operating needs of the Agency, if Registered Nurses wish to pursue higher education in nursing and are accepted by an education institution, the Hospital will attempt to facilitate the employee's efforts.

ARTICLE 55 - 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 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 which created the problem. Disciplinary actions must be grieved within the thirty (30) day period, except for suspension and discharge (See Article 56, Discipline and Discharge).

Employee grievances which do not allege a violation of the Agreement may be heard only through STEP 3 of the Grievance Procedure.

Section 2.

STEP 1. The employee or the Union 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 written grievance statement shall include, to the best of the employee's understanding:

- 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.

The supervisor shall investigate the grievance and respond in writing within ten (10) days of the receipt of the grievance. If the response is unsatisfactory, the employee shall submit the written grievance and the response from the supervisor at STEP 1 to the Department Head at STEP 2. The grievance must be submitted within ten (10) days of the receipt of the response at STEP 1.

STEP 2. The Department Head shall investigate the grievance and respond in writing within ten (10) days of receipt of the grievance. If the response from STEP 2 is unsatisfactory, the written grievance, unchanged, showing the response if any from STEP 1 and STEP 2 shall be submitted to the Agency Head. The grievance must be submitted within ten (10) days of the receipt of the response at STEP 2.

STEP 3. The Agency Head or his/her designee shall investigate the grievance and respond in writing with ten (10) days of receipt of the grievance. If the response from STEP 3 is unsatisfactory, the written grievance, showing the responses if any from STEP 1, STEP 2, and STEP 3 shall be submitted to the Department of Administrative Services, Labor Relations Division within ten (10) days of receipt of the response at STEP 3.

STEP 4. The Department of Administrative Services, Labor Relations Division shall investigate the grievance and respond in writing within fifteen (15) days of receipt of the grievance. If the grievance is not satisfactorily resolved by the Labor Relations Division, the Union, on behalf of the employee, may advise the Labor Relations Division within ten (10) days of receipt of the Division's response that it wishes to arbitrate the grievance.

Arbitration.

A. Any grievance, having progressed through the Steps as outlined herein and remaining unresolved, may be submitted by the Union to arbitration. To be valid, a request for arbitration must be in writing and received by the Department of Administrative Services, Labor Relations Division within fifteen (15) days of the receipt of the response from the Department of Administrative Services, Labor Relations Division review process.

If the grievance is to be submitted to arbitration, a pre-arbitration meeting will be held between the parties in an attempt to formulate a submission agreement to be forwarded to the arbitrator.

B. Selection of the Arbitrator. In the event that arbitration becomes necessary, the Union and the Employer will request a list of no less than five (5) qualified arbitrators from the Employment Relations Board. The Union and the Employer will select an arbitrator by alternately striking names, with the moving party striking first, one (1) name at a time until only one (1) name remains on the list. The remaining name shall be the arbitrator for the grievance.

C. 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.

D. 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 time for which payment is to be made.

Section 3. The Union has the right to represent the employee at any step in the grievance procedure, or if the employee chooses to represent himself/herself, the Union has the right to be present at any meetings or hearings, to receive copies of the grievance, to receive copies of the responses from each step in the grievance procedure, to advise the Agency/Employer that it believes a settlement was a violation of the Agreement. A union grievance of this nature shall be filed at STEP 3. The provisions of this Section shall not diminish the statutory rights granted the Exclusive Representative in ORS 243.666.

Section 4. Time limits specified in this procedure must be observed unless extended by mutual agreement of the parties in writing.

Section 5. 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. However, beginning at STEP 2, 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 6. 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.

Section 7. The parties shall meet and discuss a grievance at STEP 2 and 3 of the grievance procedure unless such meetings are mutually waived. Other meetings may be held by mutual agreement.

ARTICLE 56 - DISCIPLINE AND DISCHARGE

Section 1. The principles of progressive discipline shall apply to disciplinary actions except when the Agency must take a more immediate action. A regular status FLSA non-exempt employee may be suspended, reduced in pay, demoted, or dismissed only for just cause. A regular status FLSA exempt employee may be suspended consistent with the salary status requirements of the FLSA, demoted, or dismissed only for just cause.

Section 2. Employees who have completed their initial trial service shall not be subject to suspension and/or discharge except for just cause.

Section 3. A written pre-dismissal notice shall be given to employees who have served their initial trial service period and against whom a charge is presented. Such notice shall include the known complaints, facts and charges, and a statement that the employee may be dismissed. The employee shall be afforded an opportunity to refute such charges or present mitigating circumstances to the Agency or his/her designee at a place, time and date set forth in the notice which date shall not be less than seven (7) calendar days from the date the notice is received. The employee shall be permitted to have an official representative present. At the discretion of the Agency, the employee may be suspended with or without pay, consistent with the salary status requirements of the FLSA, or be allowed to continue to work, as specified in the pre-dismissal notice.

Section 4. Any unauthorized absence of an employee from duty shall be deemed to be an absence without pay and may be grounds for disciplinary action. Any employee who absents himself/herself for five (5) consecutive work days without authorized leave shall be deemed to have resigned. Such absence may be authorized by the Agency by a subsequent approval of leave with or without pay consistent with the salary status requirements of the FLSA, when extenuating circumstances are found to have existed.

Section 5. An employee suspended or dismissed under the provision of this Article must submit a grievance in writing to the Superintendent or designee within ten (10) days of the date a notice of the action is delivered in person to the employee or fourteen (14) days of the date the notice is placed in U.S. certified mail to the most recent address of record. Concurrently, a notice will be mailed to the Union.

No employee shall be subject to disciplinary action or separation for:

A. Disclosure, not prohibited by law, of violation of laws, rules, other improper actions or inefficiency of superior officers or fellow employees.

B. Adherence to the Nurse Practice Act (ORS 6783010 - 678.410).

C. Adherence to the Oregon Administrative Rules Chapter 851 established by the Board of Nursing pursuant to the Nurse Practice Act.

ARTICLE 57 - RECOUPMENT OF WAGE AND BENEFIT OVERPAYMENTS AND UNDERPAYMENTS

Section 1. Overpayments.

A. In the event that an employee receives wages or benefits from the Agency to which the employee is not entitled, regardless of whether the employee knew or should have known of the overpayment, the Agency shall notify the employee in writing of the overpayment which will include information supporting that an overpayment exists and the amount of wages and/or benefits to be repaid. For purposes of recovering overpayments by payroll deduction, the following shall apply:

(1) The Agency may, at its discretion, use the payroll deduction process to correct any overpayment made within a maximum period of two (2) years before the notification.

(2) Where this process is utilized, the employee and Agency shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following written notification.

(3) If there is no mutual agreement at the end of the thirty (30) calendar day period, the Agency shall implement the repayment schedule stated in sub (4) below.

(4) If the overpayment amount to be repaid is more than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in monthly

amounts not exceeding five percent (5%) of the employee's regular monthly base salary. If an overpayment is less than five percent (5%) of the employee's regular monthly base salary, the overpayment shall be recovered in a lump sum deduction from the employee's paycheck. If an employee leaves Agency service before the Agency fully recovers the overpayment, the remaining amount may be deducted from the employee's final check.

B. An employee who disagrees with the Agency's determination that an overpayment has been made to the employee may grieve the determination through the grievance procedure.

C. The Article does not waive the Agency's right to pursue other legal procedures and processes to recoup an overpayment made to an employee at any time.

Section 2. Underpayments.

A. In the event the employee does not receive the wages or benefits to which the record/documentation has for all times indicated the employer agreed the employee was entitled, the Agency shall notify the employee in writing of the underpayment. This notification will include information showing that an underpayment exists and the amount of wages and/or benefits to be repaid. The Agency shall correct such underpayment made within a maximum period of two (2) years before the notification.

B. This provision shall not apply to claims disputing eligibility for payments which result from this Agreement. Employees claiming eligibility for such things as leadwork, work out of classification pay or reclassification must pursue those claims pursuant to the timelines specified elsewhere in this Agreement.

ARTICLE 58 – ABUSE/NEGLECT INVESTIGATIONS

Section 1.

A. The employee shall be informed in writing of the charges against him/her before the employee is required to respond to questions concerning the complaint or charges.

B. Management shall attempt to schedule interviews as close to the employee's regular shift as possible. Off-duty staff may be mandated and/or called back to work to be interviewed. Employees are required to participate in initial and follow-up interviews.

C. Employees shall be notified in writing of the results of the investigation.

Section 2. Alternative Assignments. Nurses removed from their usual stations for the duration of the investigation shall be assigned other duties.

ARTICLE 59 - COMPLETE AGREEMENT

This contract incorporates the sole and complete Agreement between the Employer and the Union. It is acknowledged that during negotiations which resulted in the Agreement, each and all had the unlimited right and opportunity to make demands and proposals with respect to

any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Agreement shall not be modified in whole or in part except by another written instrument duly executed by the parties.

ARTICLE 60 - TERM OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from July 1, **2001**, unless otherwise provided in this Agreement, through June 30, **2003**.

Section 2. The Fair Share provision of this Agreement shall become effective the month of signing, unless the payroll cutoff date for that month has already passed, in which event it will be effective the month following signing.

Section 3. If either the State or the Union desires to extend, renegotiate, or modify this Agreement, the moving party shall notify the other party in writing during the period of November 1, **2001** through January 1, **2003**.

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SIGNED this 2nd day of January, 2002, in Salem, Oregon.

FOR THE STATE OF OREGON

**FOR THE AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES**

Mike Greenfield, Director
Department of Administrative Services

Tim Pfau, Council Representative

Daniel Kennedy, Administrator
Human Resource Services Division

Joe Thurman, Local President

Jan Weeks, Sr. Labor Relations Manager
Labor Relations Unit

Shawn Taylor, Local Bargaining Team

Stanley F. Mazur-Hart, Superintendent
Oregon State Hospital

Kay Fudell, Local Bargaining Team

Mary Ann Grieve, Local Bargaining Team

Kathleen Moynihan, Local Bargaining Team