

**ARTICLE 8 – WAGES**

**8.1 Base Wage Rates.** APPs covered by this Agreement shall be compensated at the wage rates set forth in Appendix A hereto, retroactive to July 1, 2024 effective the second full pay period after ratification by the bargaining unit. Effective the first full pay period in fiscal year 2025 one year after ratification of this Agreement, YR 2, the clinical (i.e., not academic only) annual salary table shall be increased by 3.00%.5%. Effective the first full pay period in fiscal year 2026, two years after ratification of this Agreement, Y3 the annual clinical (i.e., not academic only) salary table shall be increased by 2.5%4%. Each of these salary rates divided by 2080 constitutes an APP's straight or base rate of pay for purposes of applying premium and differential pay rates.

**Clinical Faculty Salary Scales**

Grade	Primary Care	Surgical/ Medical	CC/EM/CNM
First Year	131,118	137,674	146,852
After Year 1	134,396	141,116	150,524
After Year 2	137,756	144,644	154,287
After Year 3	141,200	148,260	158,144
After Year 4	144,377	151,596	161,702
After Year 5	147,625	155,007	165,341
After Year 6	150,947	158,494	169,061
After Year 7	152,457	160,079	170,751
After Year 8	153,981	161,680	172,459
After Year 9	155,521	163,297	174,183
After Year 10	157,076	164,930	175,925
After Year 11	158,647	166,579	177,684
After Year 12	160,233	168,245	179,461
After Year 13	161,836	169,927	181,256
After Year 14	163,454	171,627	183,069

1 **Clinical Associates Salary Scales**

Grade	Primary Care	Surgical/ Medical	CC/EM/CNM
First Year	144,230	151,442	161,538
After Year 1	147,836	155,228	165,576
After Year 2	151,532	159,108	169,716
After Year 3	155,320	163,086	173,958
After Year 4	158,815	166,755	177,872
After Year 5	162,388	170,507	181,875
After Year 6	166,042	174,344	185,967
After Year 7	167,702	176,087	187,826
After Year 8	169,379	177,848	189,705
After Year 9	171,073	179,627	191,602
After Year 10	172,784	181,423	193,518
After Year 11	174,512	183,237	195,453
After Year 12	176,257	185,070	197,407
After Year 13	178,019	186,920	199,382
After Year 14	179,799	188,789	201,375

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1 **Academic-Only PA Salary Scales**

<b>Grade</b>	<b>Assistant Professor</b>	<b>Associate Professor</b>	<b>Professor</b>
First Year	105,428	135,298	173,633
After Year 1	108,356	139,057	178,740
After Year 2	111,285	142,815	183,846
After Year 3	114,213	146,573	188,953
After Year 4	117,142	150,332	194,060
After Year 5	120,070	154,090	199,167
After Year 6	122,999	157,848	204,274
After Year 7	125,928	161,606	209,381
After Year 8	128,856	165,365	214,487
After Year 9	128,856	165,365	219,594
After Year 10	128,856	165,365	224,701
After Year 11	128,856	165,365	229,808
After Year 12	128,856	165,365	234,915
After Year 13	128,856	165,365	234,915
After Year 14	128,856	165,365	234,915

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1 **Academic-Only APRN Salary Scales**

12 month				
Time at rank	Instructor	Assistant- Master	Associate- Doctor	Professor
First Year	107,234	111,644	128,092	192,509
After Year 1	108,472	112,932	129,570	194,730
After Year 2	109,709	114,220	131,048	196,951
After Year 3	110,946	115,508	132,526	199,172
After Year 4	112,184	116,797	134,004	201,394
After Year 5	113,421	118,085	135,482	203,615
After Year 6	114,658	119,373	136,960	205,836
After Year 7	115,896	120,661	138,438	208,057
After Year 8	117,133	121,949	139,916	210,279
After Year 9	118,370	123,238	141,394	212,500
After Year 10	119,608	124,526	142,872	214,721
After Year 11	120,845	125,814	144,350	216,942
After Year 12	122,082	127,102	145,828	219,164
After Year 13	123,320	128,390	147,306	221,385
9 month				
Time at rank	Instructor	Assistant- Master	Associate- Doctor	Professor
First Year	87,739	91,347	104,804	157,510
After Year 1	88,751	92,401	106,014	159,327
After Year 2	89,764	93,454	107,223	161,145
After Year 3	90,776	94,508	108,432	162,962
After Year 4	91,789	95,563	109,642	164,780
After Year 5	92,801	96,617	110,851	166,597
After Year 6	93,813	97,671	112,060	168,414
After Year 7	94,826	98,724	113,270	170,232
After Year 8	95,838	99,778	114,479	172,050
After Year 9	96,850	100,833	115,688	173,867
After Year 10	97,863	101,887	116,897	175,684
After Year 11	98,875	102,941	118,107	177,501
After Year 12	99,887	103,994	119,316	179,319
After Year 13	100,900	105,048	120,525	181,136

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**8.1.1 Location-specific premium.** APPs working in Emergency/Inpatient Psychiatric Services will receive an eight percent (8%) location-specific premium to their salary beyond the critical care rate in the salary scale above. APPs working in the NICU will receive a four percent (4%) location-specific premium to their salary beyond the critical care rate in the salary scale above. With approval of the Office of Advanced Practice, other departments may pay a salary higher than the amounts listed above to account for market-driven and geographic factors. For example, departments may offer a higher salary to APPs working at Unity Behavioral Health, in neonatal specialties, and in rural areas far outside of the greater Portland area.

**8.1.2 Red-Circling of Base Salary.** No APP will have a reduction in their base salary as a result of the ratification of this first collective bargaining agreement. If a current APP's base salary is above the base salary that the CBA provides for that APP, they will be red-circled and remain at that salary (receiving annual wage increases but not step increases) until such time that the CBA base salary catches up with their years of experience.

Progression through the salary range for APPs shall be one (1) step at a time and shall occur on an annual anniversary of licensure as an APP, consistent with the provisions in Appendix A. The step increase shall be effective at the beginning of the pay period following the APP's salary adjustment date.

**[Separate article] Clinical Associates.** Clinical associates may elect to become faculty members within 30 days of ratification of this agreement. If a clinical associate declines to become a faculty member, they may retain their clinical associate designation. Once a year, APP faculty and clinical associates may request to the appropriate leader to change their designation from faculty to clinical associate or vice versa; granting the request will be at the Employer's

discretion. Current APP faculty and clinical associates shall not, without their agreement, have their designations changed to clinical associate or faculty, respectively, for the duration of the 2025-\_\_\_\_\_ Agreement. APP job postings must list whether the position is a faculty position or a clinical associate position. In the event of a change in the recognition clause of this agreement adding additional APPs, the Association and OHSU agree to reopen this section in the definitions for bargaining. Clinical associates shall be paid at a rate commensurate with their work expectations (e.g. 10% higher) than the faculty salaries.

## 8.2 New Hires.

**8.2.1 Credit for prior experience.** Newly-hired Employees who are qualified by virtue of previous experience shall be placed at the longevity step appropriate to the employees' years of experience as a licensed APP the YOEO years of experience Step on the Base Wage Ratesalary table as follows:

- A. Each full year of APP licensuredure practice will be credited as one (1) year of experience with partial years of APP licensure credited by rounding to the nearest whole month.
- B. Any breaks in APP practice since licensure longer than six (6) months and not attributable to protected leave must be subtracted from the APP's total years of experience. Only the remaining time worked as an APP will count toward years of experience.
- C. APPs shall receive written notice of their YOEO years of experience Step placement, date of projected step advancement, and rate of pay in their employment offer letter.

D. If a newly-hired APP believes they were not credited with the correct years of experience, then within sixty (60) days of hire the APP may request that human resources review appeal their step placement by notifying human resources.

**8.2.2 Recruitment incentives.** Nothing in this Agreement shall preclude the Employer from providing new hires with additional compensation or other items of material value in instances where additional recruitment incentives are deemed warranted in the Employer's discretion. The Association will be notified in advance of the offering of any recruitment incentives.

**8.3 . Step Progression.** For an APP's first year at OHSU, an APP will advance to the next step on the Base Wage Ratesalary table once they complete a full year as a licensed APP at OHSU, counting credit for any partial year credit as described in 8.2.1.

**8.3.1 Annual Step Advancement.** After the initial step advancement, further progression on the Base Wage Ratesalary table will occur annually one step at a time, on the anniversary date of the APP's first step progression at OHSU. Step advancements will be effective at the beginning of the pay period following the APP's salary adjustment date.

For example, if an APP was first licensed on September 1, 2015, and hired at OHSU on February 17, 2020, with no breaks in APP employment or practice exceeding six (6) months, the APP will be credited with 4 years and 6 months of experience. The APP will be placed at Step 4-5 of the Base Wage Rate table. The APP will advance to Step 5-6 on September 1, 2020, and subsequent annual step progression will occur on September 1 of each year thereafter assuming no breaks in employment or practice pursuant to Section 8.3.2. Put two examples – 1 step placement – 1 step

1 **advancement.**

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3 8.32.2.OHSU Employment Breaks. Employment Breaks: In cases where an APP  
4 experiences a break in OHSU employment **or practice** greater than six (6) months (and  
5 not attributable to protected leave), an adjusted step progression date will be calculated.  
6 This date will be determined by adding the length of the break (rounded to the nearest  
7 month) to the APP's previous annual step progression date.

8 Step placement shall include, where applicable, years' credit, including partial years  
9 toward advancement to the next step. APPs shall receive written notice of their step  
10 placement, date of projected step advancement, and rate of pay no later than thirty (30)  
11 days following commencement of their employment. APPs shall advance to the next  
12 step on the anniversary of their licensure as an APP, with the exception of employees  
13 who have breaks in APP employment greater than six months. In those cases, a date  
14 equal to licensure date plus length of absences will be used in place of anniversary  
15 date.

16 **8.4**

17 **8.5** For example, an APP initially licensed July 1, 2020 with an 11 month break in  
18 employment as an APP will have an anniversary date of June 1, 2021 for the  
19 purposes of determining step raises.

20 **8.6**

21 **8.7** If an existing APP believes they were not awarded the correct number of  
22 years of experience based on licensure date, the APP may appeal the step  
23 placement by notifying human resources.

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25 **8.7.18.1.1 Recruitment incentives.** Nothing in this Agreement shall preclude  
26 the Employer from providing new hires with additional compensation or  
27 other items of material value in instances where additional recruitment  
28 incentives are deemed warranted in the Employer's discretion. The  
29 Association will be notified in advance of the offering of any recruitment  
30 incentives.  
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**8.88.4 Productivity-Based Compensation.** Existing wRVU compensation models will not be prohibited by this contract. For awareness, wRVU Mmodels must be transparently shared across APP departments. Employees utilizing a wRVU-based framework for workload management shall not be required to transition to alternative wRVU benchmarks, to a session/shift-based framework, or to a hybrid-based framework, without their consent.

**8.98.5 Economic Rewards.** The Employer agrees to notify the Association of any proposed lump sum bonus or economic reward for existing APPs. In such case, the provisions of ORS 243.698 shall apply. Such mid-term bargaining shall not commence within one-hundred and eighty (180) days prior to the expiration of this Agreement. Nothing in this section prevents OHSU from continuing or requires OHSU to provide any existing bonus or incentive pay. Any current bonus or incentive pay at the time of the execution of this agreement shall remain in force for the duration of the agreement.

**8.6 Differentials and Premium Pay.** Differential and Premium pay from this Article 8.6 shall be paid within the following pay periodthirty-five days of after the hours worked. (Workload credit included in Work Expectations)

**8.9.18.6.1 Weekend Differential.** Employees shall be paid a weekend differential or receive an expectation credit for all scheduled shifts commencing on a Saturday or Sunday. worked starting on Friday at 1700 2300 or later and through Monday at 0600Sunday at 2300shifts worked starting on Friday at 1700 or later and through Monday at 0600. The amount of the differential for each shift worked shall be fifteen percent (15%) of the APP's straight rate of pay. the number of hours of the shift multiplied by \$4.00, or a work expectation credit. With approval of the Office of Advanced Practice, a department may pay a higher differential to APPs working exclusively weekends. A night or evening shift differential shall be paid in addition to the weekend differential, if applicable.

**8.6.2 Evening Differential.** Employees shall be paid an evening differential **or receive a work expectation credit** for all scheduled hours worked **between shifts commencing at 3:00 PM and 7 p.m. or later and that do not cross midnight.** defined by their APP Workload Committee (AWC) as evening shifts in their work area. The amount of the differential for each shift worked shall be **four dollars (\$4.00) per hour, or a work expectation credit** ten percent (10%) of the APP's straight rate of pay .

**8.9.2**

**8.9.3.6.3 Night Differential.** Employees shall be paid a night differential or receive a work expectation credit for all shifts **scheduled to** extending beyond midnight. The amount of the differential or credit, at the Employer's discretion, for each shift worked shall be **twenty percent (20%) six dollars (\$6.00) per hour** of the APP's straight rate of pay, or a work expectation credit.

**8.6.4 Holiday Pay.** . An employee who works on any of the holidays listed below will be compensated at the rate of time and one-half (1½) their straight rate of pay for all hours worked on **a the calendar day of the holiday . On-call employees activated to work on a holiday shall receive double the straight rate of pay for hours worked on a holiday. A holiday shift or session starting or ending on a holiday.**

~~If an APP is required to work more holidays than under the scheduling cohort rotation, then the APP will receive time and one-half for such additional holidays.~~

a. New Year's Day on January 1.

b. Martin Luther King, Jr.'s Birthday on the third Monday in January.

- c. President's Day on the third Monday in February.
- d. Memorial Day on the last Monday in May.
- e. Independence Day on July 4.
- f. Labor Day on the first Monday in September.
- g. Thanksgiving Day on the fourth Thursday in November.
- h. The Friday after Thanksgiving
- i. Christmas Day on December 25.
- j. Juneteenth on June 19.

**8.6.2.1 Juneteenth floating holiday.** In order to recognize Juneteenth, all employees covered by this Agreement will be granted eight (8) hours a year (pro-rated by FTE) that can be requested following the normal vacation request process. These paid hours will be provided in addition to accrued PTO hours in Article ???.

#### **Moonlighting.**

Moonlighting is clinical work that is outside an individual's primary role and involves different responsibilities, whether within or outside OHSU. APPs may have the opportunity to participate in work outside of the department for which they were hired. Moonlighting must not interfere with the APP's fitness for work or compromise patient safety. Hours spent moonlighting do not count toward an APP's work expectation. The terms and conditions of moonlighting employment (including the wages earned while moonlighting) are outside the scope of this Agreement and are determined by individual

1 employment arrangements between APPs and their moonlighting employers. APPs  
2 shall be compensated at a rate equal to at least their base wage rate.

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5 **8.9.48.6.5 Extra Shift or Session Pay Work over Expectation (not**

6 **Moonlighting).** An employee who works an non-moonlighting extra shift  
7 or extra session over their work expectation shall be compensated at the  
8 rate of time and one-half (1½) the greater of their straight rate of pay or,  
9 if moonlighting is offered for that shift, at the moonlighting rate for each  
10 extra shift/session or portion thereof. Nothing in this section precludes a  
11 department from providing a higher rate of pay for extra shifts/sessions  
12 based on departmental needs. ~~In such case, the provisions of ORS~~  
13 ~~243.698 shall apply. Such mid-term bargaining shall not commence~~  
14 ~~within one-hundred and eighty (180) days prior to the expiration of this~~  
15 ~~Agreement.~~ See Article 9 – Hours of work.

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17 **8.9.58.6.6 Extra wRVU Pay.** An employee who utilizes a wRVU framework or  
18 hybrid framework for translating work expectations into workload shall be  
19 compensated per wRVU over expected. The monetary value APPs will  
20 be allowed to determine the monetary value per extra wRVU shall be  
21 determined through their respective AWC. Nothing in this section  
22 precludes a department from providing a higher rate of pay for extra  
23 wRVUs based on departmental needs. In such case, the provisions of  
24 ORS 243.698 shall apply. Such mid-term bargaining shall not commence  
25 within one-hundred and eighty (180) days prior to the expiration of this  
26 Agreement.

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28 **8.9.6 Modified Operations.** APPs defined as critical function employees or  
29 APPs ordered to report to work in-person during modified operations  
30 shall be compensated at a rate of 1.2x their straight rate of pay.  
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**8.9.78.6.7 Short Pick Up.** APPs picking up work that has become available with less than twenty-four (24) hours' notice before the start of the shift shall be compensated at double the straight rate of pay for the hours worked plus a one hundred and fifty dollar (\$150) stipend for up to four hours in length or a three hundred dollar (\$300) stipend for work greater than four hours.

**8.9.8 Site Adjustment with less than 48 Hours' Notice.** APPs who change work sites with less than 48 hours' notice at the Employer's request shall be compensated at the rate of time and one-half (1½) their straight rate of pay.

**8.7 Lead APP Pay and Work Expectation Credit.** The minimum annual lead differential stipend in the amount of \$9000 per year shall be \$3,500, prorated by cFTE and the portion of the year they are assigned lead duties paid to APP who has been assigned lead duties. Lead differentials shall be paid in 26 equal installments. A lead must satisfactorily complete the duties from the Lead Duties Appendix that are assigned by their department. Nothing in this section precludes a department from providing a higher rate of pay for lead duties based on departmental needs or AWC recommendations.

**Lead APP Pay and Work Expectation Credit.** A lead differential stipend in the amount of \$5,000 for a team of up to five APPs and, 6-10 \$7500, more than 10 \$9000.

Five or less APPs	\$5000
Six to ten APPs	\$7500
More than ten APPs	\$9000

An APP will also receive a 0.1 aFTE credit for the length of the APP's Lead assignment. Nothing in this section precludes a department from providing a higher rate of pay and/or aFTE credit for lead duties based on departmental needs.

### Lead Appendix

The Lead APP Appendix provides a list of job responsibility domains and associated actions that may be assigned to a Lead APP. Satisfactory completion of the assigned actions is required to be eligible for Lead APP compensation and work expectation credit.

Recruitment	Onboarding	Operations	Engagement
Assist in design and accurate posting of position description	Support transition to practice for new and experienced clinical team members	Maintain and support completion of onboarding plans, evaluations, regular team meetings, and escalation of practice concerns	Participate in clinical-administrative meetings that require APP representation
Support candidates through recruitment process	Ensure each APP has an APP mentor and clinical supervisor	Manage clinical scheduling (PTO, leave, timekeeping) to ensure successful team operations	Liaise between advanced practice professional governance structures (OAP, APC, APU) and APP team
Perform candidate interviews and selection process	Design and conduct onboarding consistent with clinical privileges, competencies, and skills	Ensure bidirectional communication between APP team and clinical-administrative leadership	Routine attendance in division and department meetings

APC: Advanced Practice Council

APU: Advanced Practice United

OAP: Office of Advanced Practice

**8.10 Additional Clinical Time.** Additional clinical time exceeding clinical work expectations shall be compensated at one-and-one-half times an employee's straight rate of pay for time worked. An employee is not obligated to work these hours. The AWCs shall define the appropriate interval in which additional hours are calculated (e.g. weekly, monthly, quarterly, per pay period). (doesn't apply to existing wRVU structures).

**8.118.8 Per Diem.** Per diem employees shall be compensated at the rate of straight pay, plus a fifteen percent (15%) differential. the same rate per shift as Non-Moonlighting Shift Over Expectation (section 8.6.5).

**8.12 Academic Workload Credit Beyond Regular FTE. (TBD)**

**8.138.9 Call Pay.** Taking call or being "on-call" is a method of contingent staffing used to provide an APP's clinical expertise as a response to emergency or after-hour needs. Call duties include time spent in direct and/or indirect patient care or time spent being available for such (even if there are no pages). Each department's types of call vary and will may be credited as a reasonable proportion of clinical time depending on work expectations and workload per time on-call. There will be a written definition of call requirements and call pay posted in each department. APPs will be allowed to keep their current types of call and to establish through their AWC either hourly work credit or differential pay for taking call. AWCs shall develop departmental standards for establishing types of call, call scheduling practices, and an equitable system for crediting call as clinical time or extra shifts/sessions qualifying for premium pay.

**8.9.1 On-Call Wages.** Employees required to standby be on call beyond their work expectations shall receive a stipend in the amount of equivalent to one (1) hour of an APP's base rate of pay for every six (6) hours on-call \_\_\_\_ % (to be determined) of the amount of their equivalent hourly rate of

fifty dollars (\$50) for all hours spent on-call away from the Employer's premises or a work credit if deemed appropriate by the respective AWC. Employees activated while on call who are required to physically report to an OHSU worksite shall be paid at the same rate per shift as Non-Moonlighting Shift Over Expectation (section 8.6.5) time-and-one-half of their equivalent hourly rate for all hours worked on the shift.

**8.13.1**

**8.13.2** The Employer shall distribute call and call pay based on recommendations from AWC. There will be a written definition of call requirements and call pay posted in each department. AWC shall make available to all APPs a summary document regarding call processes reviewed and approved by each AWC.

**8.14** APPs have the option of crediting time worked towards their cFTE in lieu of differential pay, additional clinical time, or call wages, in accordance with their AWC's established practices.

**8.15 Alternating and Nocturnal Shift Work (ANSWI).** This Article shall apply to all employees in the bargaining unit, including Alternating and Nocturnal Shift Work (ANSWI).

**8.168.10 Bilingual Pay.** An employee shall receive an annual bilingual proficiency bonus of three thousand (\$3,000) per year if (1) the employee is deemed fluently bilingual in English and of the languages determined by the Employer to be the ten most prevalent in the Employer's patient population, which may be amended annually based on data collected by the Employer's Language Services Department ("Department") (2) the employee has passed the bilingual proficiency exam coordinated through the University, and (3) the employee interacts directly with patients. The Department will publish the current list of languages eligible for compensation under this article on O2.



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2 **8.16.18.10.1 Bonus payment.** The bilingual proficiency bonus will be paid in pay  
3 period twenty-four (24). To receive the bonus, employees must be on the  
4 payroll at least thirty (30) days prior to the commencement of pay period  
5 twenty-four (24) and have submitted verification of passing the bilingual  
6 proficiency exam to their manager prior to the close of the applicable pay  
7 period. The effective date of the certificate will determine the year in  
8 which the bonus will be paid (i.e., if the effective date is after the  
9 commencement of pay period twenty-four (24), the bonus will be paid the  
10 following year). Only one (1) bilingual proficiency exam confirmation will  
11 be compensated per eligible APP. Eligible employees include APPs  
12 employed at least 0.5 FTE or above in the previous twelve (12) months.  
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1        **Stipends for Remote Work tools.**— Remote employees shall be reimbursed  
2        for pre-approved expenses related to computer equipment, technology solutions,  
3        office supplies, and for costs associated with mailing and faxing that are  
4        necessary to complete their remote work duties in accordance with state laws.

**ARTICLE 10 – MEDICAL INSURANCE**

**Insurance.1 Insurance Coverage and Employee Benefits Council**

The Employer shall provide at least two (2) medical networks, including one network that includes non-OHSU health care provider service and one OHSU network. Except where the rules of the Employee Benefits Council explicitly deviate from the below provisions, insurance coverage is otherwise governed by the rules of the Employee Benefits Council.

**Insurance.1.1** APPs may cover their eligible dependents, including same-sex and opposite-sex spouses, and children up to the age of 26.

**Insurance.1.2** For employees who hold an FTE status of .75 to 1.0, the Employer will contribute the following to partially or fully offset the cost of medical, dental, and vision plans, depending on employees' enrollment in specific plans:

- For APPs who elect to participate in the OHSU EPO plan, the Employer will contribute 100% of the cost of the employee only premium. The Employer will contribute 88% of the cost of the premium for dependent tiers of coverage under the applicable health plan.
- For APPs who elect to participate in any other OHSU health plan, the Employer will contribute 100% of the cost of the employee only PPO premium, and 88% of the cost of the dependent tiers of coverage under the PPO medical plan, which will offset the premium cost for other plans.
- The Employer will contribute 100% of the employee only premium for the core dental plan, which will offset the premium cost for other dental plans. The Employer will contribute 88% of the cost of the premium for dependent tiers of coverage under the core dental plan.
- The Employer will contribute 100% of the employee only premium for the core vision plan, which will offset the premium cost for other vision plans. The Employer will contribute 88% of the cost of the premium for dependent tiers of coverage under the core vision plan.
- If the annual insurance renewal cost exceeds the EBC-approved budget by more than 3%, the Employer may increase the APPs' cost share by up to 3%.

- Employees choosing opt-out coverage for medical insurance will receive a monthly cash benefit of \$70. Employees choosing opt-out coverage for dental insurance will receive a monthly cash benefit of \$20. Employees choosing opt-out for vision insurance will receive a monthly cash benefit of \$10. Opt-out elections must be made each year during open enrollment and must be done in accordance with applicable benefits policies and requirements.

**Insurance.1.3** For employees who hold an FTE status of .5 to .74, the Employer will contribute 75% of the amounts referenced above for each plan elected.

**Insurance.1.4** If institutional decisions or legal requirements change or nullify Section Insurance.1, both parties will reopen these sections for bargaining.

**10.1 Insurance Coverage and the Employee Benefits Council.** The Employer shall provide at least three (3) medical networks, including one network that includes non-OHSU health care provider service, and one OHSU network, and a national group plan. Insurance coverage is otherwise governed by the rules of the Employee Benefits Council as set forth in Appendix B hereto.

**10.2 Eligibility.** All regular employees covered by this Agreement with an FTE of 0.50 or greater have access to the benefits described in this article.

**10.3 Insurance.** Employees are eligible for insurance benefits at OHSU, including medical, dental, and vision. Coverage shall be effective the first of the month following the employee's date of hire or date of obtaining a benefit eligible position. Employees may also cover their eligible dependents, including spouses or domestic partners, and children up to the age of 26.

**10.3.1 Enrollment process.** Eligible employees will be automatically enrolled into default employee-only OHSU medical plan, core dental, core vision, and core life insurance coverage on their initial benefits effective date pending updated enrollment within thirty-one (31) days from the date of hire or date of obtaining a benefit-eligible position. Employees have the option of selecting a different medical, dental or vision plan, of opting out of coverage, and/or of

1 adding dependents by making an active election within the 31-day period, during  
2 all OHSU yearly open-enrollment periods, or at the time of any applicable life  
3 event. Updated selections will become effective the first of the month following  
4 the employee's date of hire or date of obtaining a benefit-eligible position.

5 **10.3.2 Contributions.** The amount of the Employer's insurance contribution to  
6 an employee's benefit coverage is determined by the employee's FTE status. For  
7 the purposes of this Section only, a full time employee is one who holds an FTE  
8 status of 0.75 to 1.0 and a part-time employee is one who holds an FTE status of  
9 0.5 to 0.74.

10 **10.3.2.1 Full-time employees.** Starting with the 2026 plan year, OHSU will  
11 contribute the following to partially or fully offset the cost of medical, dental, and  
12 vision plans, depending on employees' enrollment in specific plans:

13 For employees who elect to participate in the OHSU EPO/PPO plans, OHSU will  
14 contribute 100% of the cost of the premium. The Employer will contribute 95% of  
15 the cost of the premium for dependent tiers of coverage under the applicable  
16 health plan.

17 For remote and remote-hybrid employees who elect to participate in the national  
18 group plan, the Employer will contribute 100% of the cost of the premium. The  
19 Employer will contribute 95% of the cost of the premium for dependent tiers of  
20 coverage under the applicable health plan.

21 For employees who elect to participate in any health plan other than OHSU  
22 EPO/PPO, OHSU will contribute 100% of the cost of the employee-only core  
23 medical plan, which will offset the premium cost for other plans. OHSU will  
24 contribute 95% of the cost of the premium for dependent tiers of coverage under  
25 the applicable health plan.

26 For employees, OHSU will contribute 100% of the employee only premium for  
27 the core dental plan, which will offset the premium cost for other dental plans.

1 The Employer will contribute 95% of the cost of the premium for dependent tiers  
2 of coverage under the core dental plan.

3 For employees, OHSU will contribute 100% of the employee only premium for  
4 the core vision plan, which will offset the premium cost for other vision plans. The  
5 Employer will contribute 95% of the cost of the premium for dependent tiers of  
6 coverage under the core vision plan.

7 **10.3.2.3 Part-time employees.** For part-time employees who hold an FTE status  
8 of 0.5 to 0.74, OHSU will contribute 75% of the above amounts referenced above  
9 for each plan elected, except the entire monthly cash benefit described in Section  
10 X.3.5 for choosing opt-out coverage.

11 **10.3.2.4. Employee premium deductions.** The employee's share of insurance  
12 premium costs will be deducted from the employee's pay for the first two (2) pay  
13 periods of each month.

14 **10.3.3 Loss of eligibility.** Employees on an unpaid leave of absence that is not  
15 protected under FMLA or OFLA shall lose eligibility for coverage at the end of the  
16 calendar month in which the unpaid leave begins. If the employee returns to a  
17 benefit eligible position within twelve (12) months from such loss of coverage, the  
18 employee will be provided a 31-day enrollment period following the employee's  
19 return to work in a benefits-eligible position. Benefit coverage will be effective the  
20 first of the month following the employee's return to work. Nothing in this Article  
21 prohibits the employee paying to continue coverage at their expense under  
22 COBRA. The foregoing 12-month restriction does not apply to employees  
23 returning from an unpaid military leave of absence as set forth in Section X.X  
24 (Military Leave).

25 **10.3.4 Termination of Employment.** Benefits coverage will cease on the last  
26 day of the month of an employee's separation from employment. Nothing in this  
27 Article prohibits the employee paying to continue coverage at their expense  
28 under COBRA.

1       **10.3.5 Opting out of Coverage.** Employees choosing to opt-out of coverage for  
2       medical insurance will receive a monthly opt-out credit of \$120. Employees  
3       choosing to opt-out of coverage for dental insurance will receive a monthly opt-  
4       out credit of \$20. Employees choosing to opt-out of coverage for vision insurance  
5       will receive a monthly opt-out credit of \$10. Election to opt-out of coverage must  
6       be done each year during open enrollment. Opt-out credits will be dispersed in  
7       the employee's paycheck over two (2) pay periods per month.

8  
9                   **APPENDIX B - Employee Benefits Council**

10          [Bargaining note – subject to agreement with other EBC participant unions]

11       **Section 6 - Mandatory coverage.** OHSU must provide insurance coverage for  
12       domestic partners of qualifying employees. All medical networks must include  
13       coverage for the following services:

- 14       • Reproductive care including fertility treatment and abortion,
- 15       • Gender-affirming care, treatment, and procedures.
- 16       • Hormone replacement therapy.
- 17       • GLP1 inhibitors and other efficacious weight-loss treatments.

18       Age based restrictions for the above services may only be based on broad scientific  
19       consensus and medical best practice.

20       Medical facility access: No OHSU clinic can be closed to anyone covered under an  
21       OHSU healthcare benefits plan who would otherwise be eligible to access. Any  
22       employee or covered family member who is turned away from an OHSU clinic shall  
23       be granted benefit level exception to another provider within one month.

24       **Section 7 - Budgetary Matters**

1       The Council will be provided a budget by February of each year that will cover the  
2       cost of maintaining the previous year's plan including maintaining co-pay, co-  
3       insurance, deductible, and out-of-pocket maximum levels, plus 2% for the Council to  
4       use in expanding health care services coverage.

5  
6    1.  
7



## ARTICLE 12 – PROMOTION AND TENURE

**12.1** All current APPs at the instructor level within the SOM and SON will be reappointed at the Assistant Professor rank. Through the transition to this collective bargaining agreement, All Faculty APPs at higher ranks maintain their current promotion and tenure status and remain fully eligible for promotion and tenure going forward, dependent on applicable policies. All newly hired APPs will be appointed at the Assistant Professor rank. Promotional reviews will occur annually in conjunction with the annual review process. The Employer will follow the University's criteria on advancement in the relevant policies. Salary increases associated with progression along the professorial track in the SOM for clinical APPs will be 5% for promotion to Assistant Professor and remain at the 10% and an additional 5% (for a total of 10%) or salary differential for the promotion to Associate Professor OR an increase equal to what the physicians in that department receive, whichever is higher. Salary increases associated with this same professorial progression in the SON for academic-only APPs will remain the same or be raised but will not be lowered during the life of this contract. APU members may apply to shall have representation on any OHSU committees related to appointment, promotion, and tenure.

~~The parties acknowledge the inequities that exist within the processes for appointment to the professorial track and for the application of promotion and tenure generally, and within OHSU specifically in both the SON and SOM. The parties agree to establish a committee consisting of 3 members appointed by OHSU, and 3 appointed by the APU, with representation from both the SON and SOM. This committee shall make recommendations on policies, procedures and practices to ensure just, fair and impartial granting of promotion and tenure as well as equitable distribution of resources and opportunities. If an APP feels that they are not being treated fairly regarding the promotion and tenure process, they may raise their concerns with the Office of Advanced Practice.~~

**ARTICLE 16 – LEAVES OF ABSENCE**

■ **16.2.1 Pre-retirement counseling leave.** The pursuit of bona fide pre-retirement counseling outside of OHSU regarding the employee's retirement program, including PERS, Social Security, insurance and other retirement income, in **minimum** four-hour increments, up to a maximum of sixteen (16) paid hours **during employment at OHSU**. Employees ~~eligible for such leave~~ must be within one (1) year of eligibility for retirement **to use this leave**. Employees shall request the use of such leave prior to posting of the schedule during which leave is requested.

**16.1.1 Bereavement Leave.** Employees are entitled to take up to three (3) five (5) scheduled workdays of paid bereavement leave per **occurrencecalendar year** in the event of a death of a member of the employee's immediate family, a member of their household, or if the employee experiences a reproductive loss, ~~up to five (5) days annually~~. Immediate family, for purposes of this policy, includes employee's spouse, domestic partner, parent (including biological, step-parent, adoptive or foster parent, parent-in-law, or parent of domestic partner) or a person with whom the employee is or was in a relationship of in loco parentis, child (including biological, adopted, step or foster child, child-in-law or child of domestic partner), sibling or step-sibling, aunt, uncle, niece, nephew, grandparent, grandchild or another member of the employee's immediate household. **If the death is the employee's spouse, domestic partner or child, the employer may grant up to thirty (30) days paid of unpaid leave. Employees may utilize accrued leave benefits during the 30 day period.** Employees may take additional bereavement leave under **approved protected federal or state bereavement leave, such as** the Oregon Family Leave Act (OFLA) if eligible. **Reasonable extension of bereavement leave beyond two weeks may be granted by an employee's**

supervisor. Paid bereavement needs to be used within 60 days of becoming aware of the family member's death.

- 16.1.1.1 Managerial Discretion for Additional Leave. In cases of extraordinary grief, international travel, or complex end-of-life arrangements, Managers may grant additional scheduled workdays of paid bereavement leave upon request.

~~16.1~~16.2 **Paid Parental Leave.** OHSU will provide eligible employees leave, during which regular compensation continues, for time away from work due to the birth, or adoption, or foster placement of a child. Regular compensation means the employee's usual base salary or base pay rate for the employee's primary assignment as reflected in Oracle at the time leave is taken.

~~16.1.1~~16.2.1 **Eligibility.** An employee is eligible for Paid Parental Leave if the employee:

- a. Works in a regular benefits eligible position at the time leave is requested; and
  - b. Does not hold a secondary classified position or a position that accrues vacation; and
  - c. Has completed one year and at least 2080 hours worked with OHSU, with no break in service; and
  - d. Is the intended parent of a newborn or newly-adopted child; and
  - e. Is eligible and approved for three consecutive weeks (or less) of protected leave under FMLA and/or OFLA or other applicable state laws, for birth or adoption of a child during the PPL request period.
- a. Is eligible to accrue Sick Leave or PTO and EIB hours, at the time leave is requested; and

b. Is the intended biological, foster, or adoptive parent of a newborn or newly-adopted child; and

Is eligible and approved for protected leave under FMLA, and/or OFLA, or other state law for birth, foster placement, or adoption of a child.

Has completed one year of service with the Employer.

c. Has provided adequate notice pursuant to ORS 657B.040.

**16.1.216.2.2 Benefit.** An employee approved for paid parental leave is entitled to up to ~~six (6)~~three (3) calendar weeks of leave paid at 100 percent of the employee's regular compensation at the time leave is taken. Paid parental leave must be taken as a block of leave during an approved Federal and/or state protected leave FMLA/OFLA absence following the birth, foster placement, or adoption of a child, but no later than one year following the birth, foster placement, or adoption. OHSU may designate the period of time during the Federal and/or state protected leave FMLA/OFLA leave that paid parental leave will apply. The leave is only available during the eligibility period. It is not earned or accrued leave and cannot be paid out at termination. Paid parental leave runs concurrent with leave under FMLA/OFLA. During the duration of an employee's approved leave under FMLA/OFLA, the employee may be paid through any combination of Vacation, Sick Leave, Paid Time Off, Extended Illness Bank accruals, the Paid Parental Leave, Paid Medical Leave. The Employer may request reasonable documentation to substantiate eligibility under Section 16.4.1..

**16.1.316.2.3** After exhaustingWhile utilizing Paid Parental Leave Oregon under section 16.4, an employee may elect to utilize any other paid accrued leave to supplement their amount of in addition to benefits under Paid

1 Leave Oregon, or other state paid leaves OFLA, if eligible, up to 100% of  
2 their base wage rate FTE on the days that they would otherwise have been  
3 scheduled. Employees ineligible for Paid Parental Leave under 16.4.1, but  
4 otherwise eligible and approved for protected parental leave under OFLA  
5 may elect to utilize any other paid accrued leave to supplement their  
6 amount of benefits under ORS 657.150, up to 100% of their base wage  
7 rate FTE on the days that they would otherwise have been scheduled.

8 **16.1.4** Employer shall coordinate Paid Parental Leave benefits under 16.4 with  
9 any other leave benefits to ensure APPs are not denied access to leave  
10 due to overlapping benefit eligibility. All documentation and information  
11 related to an APP's Parental Leave shall be maintained confidentiality in  
12 accordance with applicable federal and state privacy laws.

13  
14 ~~16.1.5~~ **16.2.4** Nothing in this section shall diminish or restrict any rights provided  
15 under federal or state protected leaves, including FMLA, OFLA,  
16 Washington PFML, or other applicable law. Where legal entitlements  
17 expand beyond the provisions of this Agreement, the more generous  
18 provision shall apply. The Employer shall not interfere with, restrain, deny,  
19 or retaliate against any APP for taking, requesting, or planning to take  
20 Parental Leave

21  
22  
23 **16.2 Paid Medical Leave.** OHSU will provide eligible employees leave, during which  
24 regular compensation continues, for time away from work due to an FMLA/OFLA  
25 qualifying absence.

26  
27 **16.2.1 Eligibility.** An employee is eligible for Paid Medical Leave if the  
28 employee is eligible to accrue Sick Leave or PTO and EIB hours, at the  
29 time leave is requested; and is eligible and approved for protected leave  
30 under FMLA and/or OFLA.

1       **16.2.2 Benefit.** An employee approved for Paid Medical Leave is entitled to up to  
2       six (6) calendar weeks of leave paid at 100 percent of the employee's  
3       regular compensation at the time leave is taken. Paid Medical Leave is not  
4       for intermittent FMLA and must be taken as a block of leave of no less  
5       than fourteen (14) days during an approved FMLA/OFLA. OHSU may  
6       designate the period of time during the FMLA/OFLA leave that Paid  
7       Medical Leave will apply. The leave is only available during the eligibility  
8       period. It is not earned or accrued leave and cannot be paid out at  
9       termination. Paid Medical Leave runs concurrent with leave under  
10      FMLA/OFLA. During the duration of an employee's approved leave under  
11      FMLA/OFLA, the employee may be paid through any combination of  
12      Vacation, Sick Leave, Paid Time Off, Extended Illness Bank accruals,  
13      Paid Medical Leave and/or Paid Parental Leave (if eligible). After  
14      exhausting Paid Medical Leave under section 16.5, an employee may  
15      elect to utilize any other paid accrued leave to supplement their amount of  
16      benefits under ORS 657.150, up to 100% of their base wage rate.

**ARTICLE 18 – PROFESSIONAL DEVELOPMENT**

**18.1 Professional Development Funds:** All 1.0 FTE APPs of .3 FTE or higher shall receive an annual allowance of no less than up to \$5,000, pro-rated by FTE, that they may use for pre-approved the professional development activities discussed below, subject to OHSU and department policies and practices.

**8.1** . All Supplemental (per diem) APPs and APPs working less than .3 FTE, shall receive an annual allowance of \$1,000.

**18.1.1** If the annual Professional Development allowance is not fully utilized by the end of the fiscal year, up to 50% of the prior year's allowance may be carried forward to be used at a future date with a maximum amount of \$7,500.00.

**18.2 Professional Development Time.** No less than 5 work days are allotted to a full time APP per fiscal year for Professional Development. The work days are prorated based on an APP's total FTE value determined at date of hire and at the beginning of each fiscal year. Time for professional development is available for use immediately upon date of hire. The time allotment will not change up or down if the APP changes FTE mid-year. Professional development time cannot be carried over to the subsequent fiscal year. APPs may receive professional development time pursuant to departmental policy or practice.

**18.3 Use of Professional Development Funds.** APPs are eligible to use Professional Development funds and receive expense reimbursement for work related expenses approved by their department, including but not limited to the following:

a. Educational sessions with CME.

b. Professional conference fees, including registration and travel expenses such as lodging, flight, mileage and meals.

- c. Purchase of medical information resources (including books, journals, digital application purchases and subscriptions, software or other educational resources relevant to the APPs professional development).
- d. Dues for medical societies/organizations (this excludes Political Action Committees associated with these organizations).
- e. Classes, courses or materials in preparation for or associated with licensure renewal or maintenance.
- f. Certification expenses including test registration should be submitted after payment is made – test date or outcome does not apply to reimbursement.
- g. Classes/activities related to professional practice.
- h. Tools, technology and/or apparel for use at work.

**18.418.3 Licensing & Certification Benefits.** Upon hire and for yearly renewal thereafter, APPs employed by OHSU other than Per Diems will be 100% reimbursed by the Employer for costs associated with professional licensing, licensing maintenance, and all national and state certifications that are necessary OHSU requires to practice in their position at OHSU. These costs (e.g. national certification and maintenance fees, state licensure and maintenance fees, DEA, ATLS, ACLS, BLS, PALS, NRP, etc.) will not be debited against the APP's Professional Development funds. Likewise, time spent certifying or recertifying will be considered paid time, and not be debited against Professional Development time.

**18.4.118.3.1** Employees who fail to comply with mandatory and regulatory-required certification, licensure, education and testing will be placed on



leave until they have achieved compliance. The leave will be unpaid, provided that the Employer will compensate the employee for actual time spent on training and education required by the Employer (not by law) as a condition of employment. Non-compliance will be grounds for disciplinary action up to and including discharge.

**18.5 Required Education.** The Employer shall provide a reasonable opportunity for employees to obtain their required education during the employee's normal hours of work. Required education will be considered as authorized paid time and be protected from patient care responsibilities. Such opportunity will also be afforded to employees who are returning from protected leave and prior to performing patient care.

**18.4 Tuition Benefits.** APPs may receive tuition benefits in accordance with the Employer's policies. The Employer will provide APPs tuition benefits in an effort to encourage and facilitate career development and satisfaction.

**18.6.1** Benefits will be available to all regular APPs who are employed in good standing for a minimum of one year, have maintained employment status of 0.5 FTE or greater, and have completed their probationary period. This benefit applies to classes offered by the OHSU School of Nursing and OHSU School of Medicine.

**18.6.2** APPs will pay the following percentages of the tuition cost based on corresponding completed years of service as an APP with the Employer.

1-5 years = 30%

5-10 years = 20%

> 10 years = 10%

1           The Employer shall pay the remainder of the tuition costs directly to the  
2           SON or SOM

3  
4 **18.7** For coursework completed outside OHSU SOM or SON, APPs will be eligible for  
5 tuition reimbursements as follows:

- 6           a. Full-time APPs (0.75-1.0 FTE) may request up to 8 hours of benefit  
7           per term per quarter at \$150/ credit hour. (\$1200 max/term).  
8  
9           b. Part-time APPs (0.50-0.74 FTE) may request up to 4 hours of benefit  
10           per term per quarter at \$150/credit hour. (\$600 max/term).  
11  
12  
13

**ARTICLE 9 – CLINICAL APP WORK EXPECTATIONS AND WORKLOAD**

**9.1 Definitions** – Moved to Appendix A (see below).

**9.2 Base Work Expectations for 1.0 FTE.** For the purposes of defining full-time work hours for clinical APPs, 2080 work hours per year is equal to 1.0 FTE. An APP may not exceed 1.0 FTE unless they choose to do so (e.g., by picking up extra shifts).

**9.2.1** FTE is divided into one or more of the following salary components for clinical APPs. (See FTE definitions in Appendix A).

- a. cFTE
- b. aFTE
- c. rFTE
- d. eFTE

**9.2.2** Clinical Faculty APP cFTE includes Maximum Clinical Time and Faculty Pursuit Time.

**9.2.3** Clinical Associate APP cFTE includes Maximum Clinical Time and no Faculty Pursuit Time.

**9.3 Clinical Faculty Work Expectations**

**Clinical Faculty Time.** 1.0 cFTE Faculty employees shall be scheduled pursuant to the following chart:

	<b>Annual Work Hours for 1.0 FTE</b>	<b>Maximum Clinical Time for 1.0 FTE</b>	<b>Minimum Clinical Time for 1.0 FTE</b>	<b>4-hr Max Shift Count</b>	<b>8-hr Max Shift Count</b>	<b>10-hr Max Shift Count</b>	<b>12-hr Max Shift Count</b>
Primary Care Faculty	2080	1664	1376	416	208	166	139
Medical Surgical Faculty	2080	1664	1376	416	208	166	139
Acute Emergency Faculty	2080	1664	1456	n/a	208	166	139
Critical Care Faculty	2080	1872	1664	n/a	234	187	156

1

<b>APP Clinical Faculty Groups</b>	<b>Maximum Clinical Time*</b>
<b>Day/Evening</b> (e.g., Family Medicine, VVIC, Urology, Outpatient Cardiology)	1792 hours/year
<b>Day/Night<sup>s</sup></b> (e.g., Adult ICUs, NICU, Nurse Midwives)	1577 hours/year
<b>Department of Emergency Medicine</b> <b>Psychiatric Emergency Services</b>	1577 hours/year

\* Maximum Clinical Time is defined as time for direct patient care, indirect patient care, and all other duties associated with practicing as an OHSU clinician.

Maximum Clinical Time for day/evening APP Faculty is calculated as follows: 2080 work hours/year minus (-) 80 work hours/year paid holidays minus (-) 208 work hours/year protected non-clinical Faculty Pursuit time equals (=) 1792 work hours/year for day/evening Faculty APPs.

Maximum Clinical Time is reduced for day/night APP Faculty/ED as follows: 1577 work hours per year.

§ Day/Night includes APPs who work as nocturnists (all night shifts). Night shifts cross midnight and evening sessions do not. To qualify for the reduction in maximum clinical time, an APP must work a minimum of 20% of their shifts as night shifts per their work expectations.

**9.3.1 Faculty Pursuits.** Faculty Pursuit Time shall be no less than 208 hours per year for 1.0 FTE Clinical Faculty APPs. Faculty Pursuit Time is protected and separate from Maximum Clinical Time and shall be allocated in a manner consistent with APP scheduling.

**9.3.2** Maximum Clinical Time and Faculty Pursuit Time is prorated by the proportion of cFTE assigned for <1.0 cFTE Clinical Faculty.

**9.4 Clinical Associate Work Expectations. Clinical Associate work expectations do not include credit for Faculty Pursuits.**

<b>APP Clinical Associate Groups</b>	<b>Maximum Clinical Time*</b>
<b>Day/Evening</b> (e.g. Family Medicine, VVIC, Urology, Outpatient Cardiology)	2000 hours/year
<b>Day/Night<sup>§</sup></b> (e.g. Adult ICUs, NICU, Nurse Midwives)	1760 hours/year
<b>Department of Emergency Medicine</b> <b>Psychiatric Emergency Services</b>	1760 hours/year

1

\* Maximum Clinical Time is defined as time for direct patient care + indirect patient care + all other duties associated with practicing as an OHSU clinician).

Maximum Clinical Time for day/evening APP Clinical Associates is calculated as follows: 2080 work hours/year minus (-) 80 work hours/year paid holidays minus (=) 2000 Maximum Clinical Time for day/evening Clinical Associate APPs.

Maximum Clinical Time is reduced for day/night APP Clinical Associates as follows: 1760 work hours per year.

<sup>§</sup> Day/Night includes APPs who work as nocturnists (all night shifts). Night shifts cross midnight and evening sessions do not. To qualify for the reduction in maximum clinical time, an APP must work a minimum of 20% of their shifts as night shifts per work expectations.

2

3

4

5

**9.4.1** Maximum Clinical Time and Faculty Pursuit Time is prorated by the proportion of cFTE assigned for <1.0 cFTE Clinical Associates.

**9.5 Work Expectations and Leaves.** All approved paid and unpaid protected leaves of absence shall be counted towards meeting clinical time requirements. APPs will not be expected to make up work hours for which approved paid and unpaid protected leave has been used. APPs are not required to take all their yearly accrued paid leave benefits during a calendar year but may not be denied access to such benefits if approved pursuant to departmental process as described in Article \_\_\_\_ (Vacation/Sick Leave/CME/Personal Days/Leaves of Absence). An APP on approved PTO will not be required to make up the approved time off (in the form of sessions, shifts, etc.).

**119.6 Timekeeping.** Except for extra pay and extra work compensation in Section 9.9, APPs shall not be required to adhere to strict timekeeping and attendance rules. APPs will be required to adhere to time and record keeping direction that is necessary for pay purposes.

**10.1 Workload Frameworks and Practice Models.** Workload frameworks are structured methods for allocating clinical time. These may include clinical sessions (e.g. ambulatory), shifts (e.g. inpatient or emergency care), work Relative Value Units (wRVUs), or a combination thereof. Practice models include:

- a. Independent Practice: Care for which the APP can bill and generate wRVUs.
- b. Partnership Practice: Care delivered without direct billing or wRVU generation.
- c. Blended Practice: A combination of both direct billing and wRVU generation.

**10.1.1 Existing Workload Frameworks & Practice Models.** APPs utilizing a specific workload framework or practice model at the time of ratification

1 of this Agreement may retain the right to continue their existing  
2 framework or model.

3  
4 **10.1.210.1.1 Changes to Framework or Practice Model.** Both APPs and  
5 management can propose a change to a framework or practice model.  
6 Changes to existing frameworks or practice models for an APP may be  
7 initiated under the following process:

- 8
- 9 a. A minimum of thirty (30) days' advance written notice shall be  
10 provided to the affected APP and the process must be completed  
11 within ninety (90) days.
- 12
- 13 b. The APP has the opportunity to review the proposed framework or  
14 model with APU representation and departmental leadership utilizing  
15 the AWC shared governance process.
- 16
- 17 c. Where applicable, wRVU benchmarks may be developed or updated  
18 for the workload framework or practice model utilizing the AWC  
19 shared governance process.
- 20
- 21 d. An impact analysis shall be conducted by AWCs to ensure  
22 compliance with the work expectations and maximum clinical time  
23 standards set forth in this contract.
- 24
- 25 ~~e.c.~~ Disputes related to proposed workload framework changes (e.g.  
26 changing from a wRVU-based framework to a shift or session-based  
27 framework) or to proposed practice model changes (e.g. changing  
28 from an independent practice to a blended practice) may be  
29 escalated from AWCs to the AMCC.
- 30

31 **10.2 Workload Parameters**



1  
2 **10.2.1 Ambulatory & Virtual Services.** APPs must have defined patient  
3 scheduling templates that allocate time for direct care (e.g., scheduled  
4 visits), indirect care, and required duties. Existing templates may be  
5 maintained if compliant with the work expectations and maximum clinical  
6 time standards set forth in this contract. APPs asked to manage another  
7 provider's EPIC Inbasket or MyChart messages must be allotted  
8 additional, sufficient indirect care time to do so. The minimum direct-to-  
9 indirect care ratio for ambulatory and virtual care settings shall be no less  
10 than 3 direct patient care hours to 1 indirect patient care hour (3:1),  
11 unless adjusted through an AWC. This minimum direct-to-indirect care  
12 ratio assumes a full complement of clinical support (medical assistant,  
13 nursing, schedulers, etc.) and operational support (referrals, triage, chart  
14 prep).

15  
16 **10.2.2 Inpatient Services.** APPs will have designated shift lengths inclusive of  
17 all clinical responsibilities and shift scheduling must allow for reasonable  
18 completion of duties within scheduled hours. APPs shall not work more  
19 than 40% of their shifts as nights or weekends unless hired specifically  
20 as nocturnists or weekend-only providers.

21  
22 **10.2.3 Combined Ambulatory/Virtual and Inpatient Services.** APPs who are  
23 assigned to provide patient care across ambulatory, virtual, and inpatient  
24 settings shall have a designated portion of clinical time allocated to each  
25 setting. APPs shall not be required to work more than 20% of their total  
26 shifts during night or weekend hours unless hired specifically into a  
27 designated nocturnist or weekend-only position.

28  
29 **10.2.4 Emergency Services.** APPs in ED settings shall follow shift-based  
30 models with established lengths covering all clinical duties. APPs shall  
31 have equal access to leave benefits (e.g. vacation, CME). APPs shall not

1 be required to work more than 50% of their total shifts during night or  
2 weekend hours unless hired specifically into a designated nocturnist or  
3 weekend-only position.

4  
5 **10.2.5 Adjustments to Workload Parameters.** Should a permanent change be  
6 proposed to Ambulatory & Virtual session lengths and scheduling  
7 templates, Session or shift scheduling cycles, Inpatient or Emergency  
8 Service shift lengths and/or start and stop times, Allocation of time spent  
9 between Ambulatory, Virtual, Inpatient, or Combined Services, or wRVU  
10 benchmarks for independent or hybrid APPs shall follow the same  
11 process outlined in Section 8.7.2 (a) – (e).

12  
13 **10.3 Extra Work.** The Employer shall make reasonable efforts to limit work beyond  
14 Maximum Clinical Time. Extra Work is defined as clinical time that exceeds an  
15 APP's Maximum Clinical Time based on their cFTE. Time allocated for Faculty  
16 Pursuits (e.g., teaching, research, administration) is excluded from the  
17 calculation of thresholds for Extra Work. The rate of compensation for extra  
18 work is defined in Article 8. Payment for extra work shall be no later than one  
19 pay period following completion of the extra hours.

20  
21 **10.3.1 Extra Shift/Session Pay.** APPs shall be compensation for any additional  
22 clinical shifts or sessions worked beyond their scheduled clinical  
23 requirement during a given scheduling block.

24  
25 **10.3.2 Extra Hours Pay.** APPs shall be compensated for additional clinical  
26 hours worked beyond scheduled sessions no more than one pay period  
27 after the work is performed. To qualify, an APP must document and  
28 report excess clinical hours on a biweekly basis. Protected leaves (e.g.  
29 FMLA, OFLA, bereavement) shall count toward clinical expectations  
30 when determining eligibility for Extra Hours pay.

1       **10.3.3 Extra wRVU Pay.** APPs compensated using wRVU benchmarks shall  
2       be paid no later than one pay period after extra wRVUs have been  
3       assessed (e.g. quarterly, yearly). APPs may not receive extra  
4       shift/session pay or extra hours pay in addition to extra wRVU pay.

5       **10.3.4 Assignment of Extra Shifts or Sessions.** Extra clinical shifts or  
6       sessions shall be offered to APPs within the applicable scheduling cohort  
7       with cFTE first before offered to others.

8  
9       **10.4 Moonlighting.** Moonlighting is defined as an APP performing clinical work  
10      outside the department in which they were hired. Moonlighting shall not interfere  
11      with the APP's ability to meet departmental obligations or compromise patient  
12      safety. Moonlighting is compensated at the applicable departmental rate, or 1.5  
13      times the APP's base rate of pay, whichever is greater. Moonlighting hours do  
14      not count toward meeting the APP's regular work expectations. Moonlighting  
15      opportunities shall be offered to bargaining unit members prior to being made  
16      available to non-bargaining unit employees.

17  
18      ~~10.5~~**10.2 100% Per Diem APPs.** Per Diem APPs are employees who hold a 0.0  
19      FTE at OHSU and are intended to provide temporary coverage for help to cover  
20      short-term needs, without expectation of long-term or permanent employment. If  
21      a Per Diem APP consistently works 20 hours or more per week for a period of  
22      six (6) months within a work year, the Employer shall offer the employee a  
23      position of at least 0.5 cFTE, which the employee may accept or decline. Per  
24      Diem APPs shall be compensated according to the salary scale set forth in  
25      Article 8 of this Agreement.

26  
27      ~~10.6~~**10.3 Implementation of Work Expectations.** All work expectation and  
28      workload-related provisions established in the Agreement shall be fully  
29      implemented as soon as feasible and not to exceed 6 months after ratification  
30      (except for areas with scheduled patients beyond the 6 month period).

**10.7.10.4 APU/Management Workload Committees (AWCs).** OHSU and APU

share the goal that workload must be reasonable to provide quality patient care and work-life balance and that workload can be optimally addressed and resolved at a local level through the establishment of APU/Management Workload Committees (AWCs). The AWCs are the venues for shared governance at the clinical group level regarding workload issues. The AWCs serve in an advisory capacity. The AWCs will evaluate data-driven solutions for workload concerns, including internal and external data. They will review issues of concern around workload and determine if further action is warranted. AWCs will be established within three (3) months of the effective date of the ratification of this Agreement. Units with insufficient participation (fewer than three APP representatives or inconsistent meetings) will receive quarterly outreach from APU to encourage APP engagement and ensure proper committee formation. Each APP shall be assigned to an AWC based on their primary clinical practice or academic faculty cohort:

**10.7.10.4.1 Group A AWCs.** The Group A AWC will cover the following units:

Unit #1: Family Medicine & VVIC

Unit #2: DGIM

Unit #3: Preoperative Medicine

Unit #4: Other Primary Care (e.g. Outpatient Practice Plan, CWH Primary Care, General Pediatrics, Occupational Health, Student Health & Wellness).

**10.7.2 Group B AWC.** The Group B AWC will cover the following units

Unit #5: Emergency Medicine

Unit #6: Certified Nurse Midwives and OB/GYN

Unit #7: Knight Cancer Institute (Adult Hematology/Oncology, Community Oncology, Palliative Care)

Unit #8: Pediatric Hematology/Oncology, Pediatric Palliative Care, Hemophilia Center

Unit #9: Adult ICUs (TSICU, NSICU, MICU, CVICU)

Unit #10: Neonatology (NICU), Pediatric Critical Care (PICU)

Unit #11: Knight Cardiovascular Institute, Cardiology, Anticoagulation Clinic

Unit #12: Urology & Dermatology

Unit #13: Other Specialty Care (Neurology, Nephrology, Pulmonology, Arthritis/Rheumatology, Adult Sedation, Dotter Institute, Diagnostic Radiology, Diabetes Center, Endocrinology, Pediatric Endocrinology, Hospital Medicine)

Unit #14: Other Specialty Care (IDD – Eugene, Molecular/Genetics, Pediatric Infectious Diseases, Pediatric Cardiology, Pediatric Nephrology, Pediatric Neurology, Pediatric Pulmonology, Pediatric Urology)

**10.7.3 Group C AWC. The Group C AWC will cover the following units**

Unit #15: Surgical Care (Orthopedic Surgery, Neurological Surgery, Otolaryngology, Cardiothoracic Surgery, Plastic Surgery, Vascular Surgery, General Surgery, Surgical Oncology, Transplant Surgery, Bariatric Surgery)

Unit #16: Surgical Care (Pediatric General Surgery, Pediatric Neurological Surgery, Pediatric Orthopedic Surgery, Pediatric Otolaryngology)

**10.7.4 Group D AWC. The Group D AWC will cover the following units**

Unit #17: SON Graduate Program

Unit #18: SON Undergraduate Program

Unit #19: SOM Physician Associate Program

**10.8.10.5 AWC Membership.** The Employer and APU will jointly develop and deliver an AWC orientation to each AWC to clarify the committee's purpose, scope, and processes. Each AWC will establish a charter that includes the process for subsequent member and co-chair selection, length of terms and rotation schedule, and decision-making frameworks that support collaboration and shared governance. APPs and management have equal access and input in agenda setting and decision-makingthe recommendation-making process. Examples of decision-making processes include consensus or voting, including voting procedure if voting is chosen as a decision-making process. All decisions and recommendations must comply with the current collective agreement, statutory regulations, and institutional policies and procedure.

**10.8.110.5.1** Each AWC is composed of at least between three (3) and six (6) APU members selected by their AWC unit members (including at least one APP Lead) and three (3)an equal number of management representatives selected by the Employer. Cochairs shall be one representative selected by APU and one representative selected by management. In the absence of a full team, the number of APP representatives present must exceed the number of management representatives by at least one.

**10.8.210.5.2 AWC Responsibilities**

The AWCs will meet for up to fifty (50) minutes each meeting, every month for the first year of this contract and up to quarterly thereafter. The AWCs are responsible for making recommendations regarding workload issues for their respective clinical grouping, and each will create a Charter covering such procedural issues as quorum, standing agenda items, decision-making process (including voting procedure if voting is chosen as a decision-making process) . Issues unresolved at the AWC level may be escalated from AWCs to the AMCC.

- a. Review requests from individual APPs regarding work intensity, scheduling and scheduling cycles, and extra work or hours beyond work expectations.
- b. Evaluate and recommend solutions for workload issues using internal and external data.
- c. Monitor staffing plans and provide recommendations on staffing development, implementation, and modification.
- d. Communicate changes in workload plans to APPs with a reasonable period for input before finalization.
- e. Conduct advisory votes as needed to assess support for proposed changes.
- f. Monitor contract compliance, especially workload limits under Section 9.2.
- g. Define and manage call requirements, including equitable distribution, crediting, and compensation.
- h. Establish call practices including call distribution and crediting a reasonable proportion of clinical time for taking call. A summary document of AWC-approved call practices shall be posted in each department.
- i. Clarify extra work that exceeds an APP's regular shift, session or workday and the appropriate compensation type for extra work on a temporary basis until work hours align with work expectations.

- j. Recommend scheduling policies, including maximum non-standard shift percentages and considerations for circadian rhythm strain based on seniority and/or age in accordance with applicable laws and regulations.
- k. Set goals related to patient outcomes, APP engagement, and practice enhancement.

**10.8.3 Documentation and Communication.** Meeting minutes will be made available to all APPs within the AWC's jurisdiction. Contemplated changes related to workload will be communicated to all APPs on the unit followed by a reasonable period for input and recommendations prior to finalizing the plan. AWCs may conduct an advisory vote of the bargaining unit APPs under its jurisdiction to gauge support for any plan changes, results of which shall be shared in writing with unit APPs, APU leadership and OHSU Labor Relations. Issues unresolved at the AWC level may be escalated from AWCs to the AMCC.

**10.9.10.6 APU/Management Cooperative Committee (AMCC).** To support and complement AWCs, the Advanced Practice Provider/Management Cooperative Committee (AMCC) is a system-level body responsible for reviewing issues related to APP work expectations and workload, addressing concerns unresolved at the local AWC level, and providing guidance to AWCs on structure, development, and function.

**10.9.10.6.1** The AMCC shall meet as needed, but no less than once per calendar quarter for up to fifty (50) minutes. Meeting requests shall be submitted in writing and include the topics to be discussed. Meetings shall be scheduled within fourteen (14) calendar days of such a request, unless otherwise mutually agreed.



~~10.9.2~~10.6.2 The AMCC serves in an advisory capacity and is not a substitute for bargaining or grievance processes. Where appropriate, the Committee may develop non-binding recommendations by consensus. If consensus cannot be reached, the differing views of Management and APU representatives shall be documented and submitted to OHSU Labor Relations and APU leadership for review. Labor relations shall issue a formal written response to the committee within thirty (30) calendar days of escalation.

**11.1.1 Reporting and Documentation.** Summary minutes of each meeting shall be jointly prepared and approved by both parties within ten (10) business days of the meeting. Documentation shall include topics discussed, points of agreement or disagreement, and any recommendations or action items. Meeting summaries shall be made available to AWCs and other relevant stakeholders. All committee members shall respect the confidentiality of sensitive information shared in the course of committee business. Data and documents shared in AMCC meetings shall be used solely for the purpose of evaluating and improving APP workload structures and may not be disclosed outside the committee unless otherwise authorized or required by law.

~~11.2~~10.7 **AMCC Composition.** The AMCC shall be comprised of an equal number of representatives, up to six (6) each, from APU and Management. Each party shall designate its representatives, including alternates, who may participate in the absence of primary members. Members shall serve two-year terms, with the option for reappointment.

~~11.3~~10.8 Participation in AWC/AMCC meetings, including associated preparation or follow-up work, shall count toward a committee member's work expectations. Time spent by **non-Committee Member** bargaining unit members in committee-related work shall not result in a reduction of clinical FTE or workload credit.

## Definitions

**Full-time Equivalent (FTE):** FTE is the sum total of cFTE, aFTE, eFTE, and rFTE, and nothing more.

**Clinical Salary Component (cFTE):** Clinical Salary Component or cFTE is the proportion of effort associated with clinical activities within the OHSU Health System and its partners **and is, in general, derived from the number of clinic sessions, and/or number of shifts, and/or number of work relative value units (wRVUs) expected of each APP per year.** depending on their specialty and practice model. cFTE includes time spent on direct patient care and indirect patient care and all other duties associated with practicing as a clinician at OHSU, including Faculty Pursuits (if applicable). **See OHSU chart for the allocation of these elements of cFTE.**

**Administrative Salary Component (aFTE):** Administrative Salary Component or aFTE is the proportion of effort associated with one or more approved administrative roles, such as APP lead **or medical director.** Administrative roles will have aFTE assigned commensurate with the position's scope, and can vary based on need.

**Research Salary Component (rFTE):** Research Salary Component or rFTE is the proportion of effort associated with conducting research or other scholarly activities. There is an expectation that faculty generate a portion of their research salary component from external funding sources. **These sources include, but are not limited to federal, state, or local governments; or foundations, including the OHSU Foundation.**

**Educational Salary Component (eFTE):** Educational Salary Component or eFTE is the proportion of effort associated with formal assignment to learners and teaching activities related to academic degree-granting programs at OHSU and is funded by the institution. eFTE includes but is not limited to teaching at least one-third of the given course work within a course, significant participation in OHSU simulation or clinical laboratory courses, teaching in multiple courses, or formal assignment to develop new curriculum or new assessment and evaluation methodologies.

**Clinical Faculty:** Clinical Faculty are APRNs and PAs who primarily focus their work effort on patient care and who receive academic non-clinical time for Faculty Pursuits.

APPs may have a combination of FTE between Clinical Faculty and Academic Faculty.

**Clinical Associates:** Clinical Associates are APRNs and PAs who primarily focus their work effort on patient care and do not have an expectation of Faculty Pursuits.

**Academic Faculty:** Academic Faculty are APRNs and PAs who primarily focus their work effort on the education of future healthcare professionals including but not limited to BSNs, APRNs, and PAs. APPs may have a combination of FTE between Clinical Faculty and Academic Faculty.

**Work Expectations:** Work expectations for Clinical Faculty and Clinical Associates shall be expressed in terms of work hours per year for purposes of calculating maximum and minimum clinical time in increments delineated by clinical groups outlined in the chart above. Work expectations for Academic Faculty shall be expressed in terms of workload credits per 9-month or 12-month contract for the purposes of calculating maximum educator time.

**Maximum Clinical Time:** Direct patient care + indirect patient care + all other duties associated with practicing as a clinician, prorated by assigned FTE

1 **Faculty Pursuits:** Faculty Pursuits are education, research/scholarship, service,  
2 advocacy, administrative & leadership activities consistent with the missions of OHSU  
3 which are not funded by other salary components (i.e aFTE, rFTE, or eFTE).  
4

5 **Clinical Workload:** Clinical workload is defined as the volume and intensity of clinical  
6 work activities.  
7

8 **Direct Patient Care:** Direct patient care includes but is not limited to scheduled shifts,  
9 clinic or virtual visit sessions, OR time, billable patient care, bundled-patient care  
10 services, and wRVU-generating patient care.  
11

12 **Indirect Patient Care:** Indirect patient care includes scheduled and non-scheduled time  
13 for activities supporting direct patient care, including but not limited to EPIC in-basket  
14 management/coverage & MyChart messages, closing charts, reviewing results, phone  
15 calls, patient care coordination, caseload management, court or legal appearances  
16 related to work cases (e.g. subpoenas), care conferences, work group huddles, non-  
17 RVU generating patient care, non-billable patient care, taking call, or filling gaps created  
18 by lack of staff support (e.g. clinicians on leave, unfilled clinical positions, or lack of MA,  
19 RN, PAS, social work, case management, residents, fellows, physicians, etc.).  
20

21 **Duties Associated with Practicing as a Clinician:** These duties include but are not  
22 limited to required employer training or modules, administrative tasks, attending rounds,  
23 and attending division or departmental meetings.  
24  
25

ARTICLE – TIME OFF AND LEAVE

X.1 PTO. PTO may be used for scheduled time off and for unscheduled absences consistent with federal and state protected leave laws.

X.1.1 Accrual. Excluding PERS Tier 1 and Tier 2 employees, 1.0 FTE APPs earn two hundred and eight (208) hours of PTO per year (or 8 hours per pay period). PTO accruals will be pro-rated by FTE.

X.1.1.1 Accruals for PERS Tier 1 and Tier 2 Employees. 1.0 FTE APPs who are participants in PERS Tier 1 or Tier 2 earn one hundred and seventy-six (176) hours of PTO per year (or 6.7692 hours per pay period) and ninety-six hours of sick leave per year (or 3.7 hours per pay period). PTO and sick leave accruals will be pro-rated by FTE.

X.1.1.2 Accrual Limit. The maximum hours of PTO an employee may accrue is five hundred and seventy-five (575) hours. To avoid losing vacation/holiday time accumulation, an employee who is approaching the 575-hour maximum is expected to manage time off to avoid any accrual loss.

X.1.2 PTO Scheduling. All PTO time off requests must be submitted according to the applicable department policy/procedure and be approved by the supervisor prior to commencement.

X.1.3 Rate of Pay. All work will be reduced commensurately with approved PTO use.

X.1.4 Pay upon Separation of Employment. Cashout of PTO upon separation of employment is eighty (80) hours maximum, paid at fifty percent (50%) of the APP's straight rate of pay.

X.2 **Extended Illness Bank (EIB).** EIB hours may be used during periods of extended illness.

X.2.1 Accrual. 1.0 FTE APPs earn sixty-four (64) hours of EIB per year, or 2.4615 hours per pay period. EIB accruals will be pro-rated by FTE.

1 X.2.2 Use. 1.0 FTE APPs must use forty (40) hours, pro-rated by FTE, of PTO  
2 for sick leave reasons before accessing their EIB accruals.

3 X.2.2 Transferring PTO to EIB. Employees have the option to transfer up to thirty-  
4 two (32) hours of PTO accruals (prorated for less than 1.0 FTE employees) to EIB  
5 each year.

**ARTICLE \_\_ – VACATION BENEFITS**

**Existing Accruals upon Ratification.** Previously accumulated employee accruals may not be decreased or otherwise restricted in their use upon ratification of this contract.

Any conversion of accrued hours will be on an hour for hour basis.

**Accrual of Vacation Time.** The parties recognize vacation benefits as a vital component of the total compensation package. Vacation benefits are crucial for employee's health and wellbeing, thereby impacting productivity, recruitment and retention. Therefore, it is agreed that employees shall be able to accrue and use vacation according to the following schedule:

<b>Years of Service</b>	<b>Accrual Rate</b>	<b>Annual Vacation Time Accrued</b>
0 months through 5 <sup>th</sup> year	8 hours/pay period	208
After 5 <sup>th</sup> year through 10 <sup>th</sup> year	8.62 hours/pay period	224
After 10 <sup>th</sup> year through 15 <sup>th</sup> year	9.23 hours/pay period	240
After 15 <sup>th</sup> year through 20 <sup>th</sup> year	10.13 hours/pay period	264
After 20 <sup>th</sup> year	11.08 hours/pay period	288

Years of service shall be an employee's total time employed by OHSU in any position. Employees appointed at less than 1.0 FTE will accrue and use vacation at the above rates, proportional to their FTE.

**Change in accrual rate.** An employee's change to a higher accrual rate based on years of service will be effective at the beginning of the pay period following the applicable adjusted service date.

**Rate of Pay.** Compensation for use of accrued vacation/holiday time shall be at the employee's regular rate of compensation.

**Return After Separation.** Employees who have been separated from employment and return to a regular position within two (2) years shall be given credit for their prior service for purposes of this article.

1 **Ceiling.** Vacation/holiday hours may accumulate to a maximum of 575 hours. To avoid  
2 losing vacation/holiday time accumulation, an employee who is approaching the 575-  
3 hour maximum is expected to manage time off to avoid any accrual loss.

4 **Utilizing Vacation.** Vacation requests of 4 days or more will not be unreasonably  
5 denied, provided the request is submitted prior to the publishing of the APP's work  
6 schedule. Scheduling cohorts will create a vacation approval policy, subject to approval  
7 by [APP LMC], that resolves vacation request conflicts and may allow for vacation  
8 request and approval on a shorter interval. The amount of vacation deducted from the  
9 employee's bank shall be equal to the length of the shift missed.

10 **Vacation buy down of FTE.** Employees will have the option to utilize vacation to  
11 reduce their weekly hours through regularly scheduled vacation, with mutual agreement  
12 between the employee and the scheduler.

13 **Pay upon termination or layoff.** All accrued and unused vacation benefits shall be  
14 paid to an employee after six (6) months of service upon termination of employment or  
15 upon layoff.

16  
17 **Voluntary cashout.** Employees will be afforded the opportunity to request cash out of  
18 accrued but unused vacation hours. Requested cash out hours must be paid in the  
19 calendar year following the request, and employees must have 120 hours of vacation  
20 accrued on December 31 of the year in which the request is submitted to be eligible for  
21 the cash out in the subsequent year. The two cash-out dates each year when the  
22 elected hours may be paid are pay period 12 and pay period 25. The cashout election  
23 is irrevocable. The employee must elect which one of the two cash out dates when  
24 payment will be made. The hours will be converted to cash at the base pay rate on the  
25 employee's primary assignment in effect at the time cashout occurs. Hours designated  
26 for cash-out will not be available for vacation use. When an employee requests a  
27 voluntary cash-out, the first hours of vacation matching the employee's request for  
28 cash-out that the employee accrues in the following calendar year will be held in a  
29 separate bank and be unavailable to use for any paid time off. Employees are not  
30 allowed to access hours accrued in a prior period to reach the original cashout elected.



## 5/21/2025 – OHSU ECONOMIC PACKAGE

- 1 Maximum cash out of vacation/holiday time allowed is eighty (80) hours per calendar
- 2 year.

**ARTICLE \_\_. HOLIDAYS**

**Recognized Holidays.** The following holidays shall be recognized:

New Year's Day on January 1

Martin Luther King's Birthday on the third Monday in January

President's Day on the third Monday in February

Memorial Day on the last Monday in May

Juneteenth on June 19<sup>th</sup>

Independence Day on July 4

Labor Day on the first Monday in September

Thanksgiving Day on the fourth Thursday in November

Friday after Thanksgiving

Christmas Day on December 25

**Holidays Observed.** In work areas operating predominantly on a seven (7) day operations schedule and/or designated by Hospital Administration as working a holiday schedule, the recognized holiday shall be the actual holiday specified above. For employees working shifts that work past midnight, the holiday shall be observed on the day and time the shift starts, and continue for twenty four (24) hours after. In all other areas, if the holiday specified in this section falls on a Saturday, the preceding Friday shall be recognized as the holiday; and if the holiday specified in this section falls on a Sunday, the following Monday shall be recognized as the holiday.

**Holiday Compensation.** Employees will be granted a day off work, without loss of compensation on holidays listed above. Departments or units may require Employees to work to maintain operations.

**Holiday on a Day Off.** When a Holiday is observed on an Employee's scheduled day off, the Employee may elect either time off work on another day in the form of an additional personal holiday, or additional compensation in an amount equal to one day of regular pay.

1 **Work on a Holiday.** Employees who work on a recognized holiday will be compensated  
2 at one and a half (1.5) times their regular rate of pay for all hours worked. The employee  
3 will also be entitled to take the holiday as a day off with pay, on another mutually agreed  
4 upon day.

5  
6 **Substitutions.** Because other days may be of more significance than a Holiday  
7 designated herein, an Employee may substitute up to three days of their own choice for  
8 any three holidays listed above, within the fiscal year that they fall. Written notification of  
9 substitution(s) must be given by the Employee to his/her immediate supervisor on or  
10 before July 1st of each fiscal year. An Employee hired after July 1st in the first fiscal  
11 year of employment may submit written notification to his/her supervisor no later than 30  
12 days after his/her date of hire. The provisions of this article will apply to substitute  
13 Holidays.

14  
15 **Other Religious Holidays.** The employer shall reasonably accommodate an  
16 Employee's request for observances of religious holidays. Employees shall make such  
17 requests not less than sixty (60) days in advance of the religious observance.

18  
19 **Personal Holidays.** Employees will be granted five (5) personal holidays per fiscal  
20 year to be taken as paid days off at the employee's discretion. Although the preference  
21 is for these days to be scheduled, the employee may use them for short notice  
22 absences where sick leave would be inappropriate. Unused personal holidays will be  
23 forfeited at the end of the fiscal year in which they were granted.

**ARTICLE - SICK LEAVE**

In order to prevent the spread of infectious disease and to protect the health and safety of our co-workers and patients, employees shall accrue and be able to use sick leave as specified herein.

**Existing Accruals upon Ratification.** Previously accumulated employee accruals may not be decreased or otherwise restricted in their use upon ratification of this contract. Any conversion of accrued hours will be on an hour for hour basis.

**Accrual of Sick Leave.** All 1.0 FTE employees are eligible to accrue sick leave benefits. Eligible employees will earn 3.6923 hours per paid period, or ninety-six (96) hours per year. Employees appointed at less than 1.0 FTE will accrue and use sick leave at the above rates, proportional to their FTE.

**Utilization and Payment of Sick Leave.** Sick leave may be utilized to cover shifts missed due to an employee's illness, injury, necessary medical or dental care, or for any of the purposes allowed in Oregon's sick time law, FMLA or OFLA. Employees may, but shall not be required to, assist in finding coverage for their shifts. The amount of sick leave deducted from the employee's bank shall be equal to the length of the shift missed.

**Attendance Incentive.** To provide incentive for regular attendance, employees who have been employed the entire prior calendar year will be afforded the opportunity to convert sick leave hours accrued during the prior calendar year to accrued vacation hours, provided that at least fifty-six (56) accrued sick leave hours remain in the employee's sick leave bank, as reflected on the last paystub of the year prior to the request being submitted. This

conversion shall be based upon an employee's unscheduled utilization of sick leave, excluding

(a) prescheduled medical, vision or dental appointments, and (b) sick leave utilization appropriately requested and authorized under either the Family and Medical Leave Act (FMLA) or the Oregon Family Leave Act (OFLA). Employees must submit a written request for conversion no later than January 31st of the subsequent calendar year. The conversion of sick leave hours to vacation hours will be processed in the first full pay

period following January 31<sup>st</sup> of each year. Conversion shall occur on a one-to-one (1:1) basis as follows:

1. Up to 24 sick leave hours may be converted to 24 vacation hours if an employee has accessed zero (0) unscheduled sick leave days during the prior calendar year.

2. Up to 16 sick leave hours may be converted to 16 vacation hours if an employee has accessed no more than one (1) unscheduled sick leave day during the prior calendar year.

3. Up to 8 sick leave hours may be converted to 8 vacation hours if an employee has accessed no more than two (2) unscheduled sick leave days during the prior calendar year.

For purposes of this section, a sick leave day shall be defined as the employee's full regularly scheduled shift (e.g., 8 hours, 10 hours or 12 hours), and an unscheduled sick leave day shall be defined as a sick leave day not mentioned as "prescheduled" in a comment in the timekeeping system or that is entered into the Employer's timekeeping system on the same day that the employee is out sick or on a date after the sick day. Departments are encouraged to develop other creative and positive ways to recognize employees for regular and timely attendance.

**ARTICLE XX – RETIREMENT**

**Retirement Plan Participation.** APPs covered by this Agreement shall be eligible to participate in an OHSU Retirement Plan. The Employer will provide each eligible employee hired on or after the effective date of this bargaining agreement with timely notice of the employee's need to make a retirement plan selection. The Employer will notify new Employees of their eligibility to participate in an OHSU Retirement Plan at time of hire. The retirement plan selection made by an APP hired before the effective date of this bargaining agreement shall remain in effect, and an election to switch from PERS to the 401(a) Plan shall be subject to generally applicable 401(a) Plan terms. APPs covered by this Agreement are eligible to elect participation in one of three Defined Contribution Plans either:

1. The Oregon Public Employees Retirement System or the Oregon Public Service Retirement Plan - or OPSRP - is the current PERS plan offered to eligible employees hired Aug. 29, 2003 and later under ORS Chapters 238 or 238A (collectively, "PERS") for which the APP is otherwise eligible under applicable law.
2. The 401(a) Oregon Health & Science University Pension Plan ("401(a) Plan"). The 401(a) Plan includes a feature known as the Clinical Retirement Plan ("CRP") provides a retirement contribution plan funded solely by OHSU for those who are eligible as clinical faculty who participate in the OHSU Practice Plan and a separate feature known as the University Pension Plan ("UPP") for employees ineligible for the CRP. Both the CRP and UPP features provide for a retirement contribution funded solely by OHSU.
1. Current unit members will not have changes made to existing retirement plans, including retention of PERS 1/PERS 2 retirement plans in lieu of the options above.

1 In addition to the Defined Contribution Plan either PERS or the 401(a) Plan, the  
2 Employer will continue to offer APP's the opportunity to supplement their  
3 retirement income through make elective deferrals (employee funded pre-tax  
4 and/or post-tax Roth retirement contributions) to the Voluntary Retirement  
5 Savings Plans, which consist of a OHSU's 403(b) plan and a 457(b) plan in  
6 accordance with the terms of those plans.. Employees may elect to begin saving  
7 to one or both Voluntary Retirement Savings plans at any time, as soon as two  
8 weeks after hire  
9

10 **Retirement Plan Contributions.** In keeping with current practice, the Employer  
11 shall make contributions for APPs who do not elect to participate in Oregon  
12 PERS equivalent to 12% of the APP's annual compensation and contributions  
13 are always immediately 100% vested. Unless otherwise bargained, for APPs who  
14 do not elect to participate in Oregon PERS, the following shall apply:

- 15 1. APPs Who Currently Participate in 401(a) Plan and 403(b) Plan. The Employer  
16 shall continue making contributions to the 401(a) Plan and 403(b) plan (which for  
17 certain APPs may include a matching contribution to the 403(b) plan) based on  
18 the contribution formula in effect for the APP under the 401(a) Plan and the  
19 403(b) plan immediately prior to the effective date of this bargaining agreement.
- 20 2. APPs Who Do Not Currently Participate in the 401(a) Plan and 403(b) Plan or  
21 New Hires. If an APP does not participate in the 401(a) Plan or matching  
22 contributions under the 403(b) Plan immediately prior to the effective date of this  
23 bargaining agreement or is hired on or after the effective date of this bargaining  
24 agreement, the Employer shall make contributions determined in the same  
25 manner as set forth in Paragraph 1 immediately above for a similarly situated  
26 APP. To supplement the foregoing, the following rules apply:
- 27 a. Newly hired APPs who are eligible as clinical faculty who participate in the OHSU  
28 Practice Plan shall be treated as similarly situated to an APP who is a clinical  
29 faculty member who participates in the OHSU Practice Plan and receives a  
30 contribution to the CRP feature of the 401(a) Plan equal to 12% of 401(a) Plan

1 eligible compensation only (and no OHSU funded employer contributions under  
2 either OHSU's 403(b) plan or its 457(b) plan).

3 b. Newly hired APPs who are eligible as "non-clinical faculty" (as defined in OHSU's  
4 retirement plan) who do not participate in the OHSU Practice Plan shall be  
5 treated as similarly situated to an APP who is a non-clinical faculty member and  
6 receives a contribution to the UPP 401(a) Plan equal to 12% of 401(a) Plan  
7 eligible compensation only (and no OHSU funded employer contributions under  
8 either OHSU's 403(b) plan or its 457(b) plan).

9 c. Newly hired APPs who are not covered by 2.a. or 2.b. above (e.g., clinical  
10 associates) shall be treated as similarly situated to an APP who is covered by the  
11 contribution formula under the 401(a) Plan (6% of 401(a) Plan eligible compensation)  
12 and the matching contribution formula under the 403(b) Plan for unclassified  
13 administrative employees hired on or after July 1, 2017.

14 d. If an APP currently covered by PERS elects to switch to OHSU's plans, 2.a. and 2.b.  
15 and 2.c. shall apply to the APP as if the APP were a new hire.

16 Vesting. Vesting in contributions to the 401(a) Plan and 403(b) plan will be determined  
17 under relevant plan terms based on the feature of the 401(a) Plan and the 403(b) plan  
18 in which the APP participates.  
19