

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, effective the second full pay period after ratification by the bargaining unit . Effective the first full pay period in fiscal year 2027 , the clinical (i.e., not academic only) annual salary table shall be increased by .00% Effective the first full pay period in cal year 2028, the annual clinical (i.e., not academic only) salary table shall be increased by 2.5%. 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.

YR 1 ————— YR 2 ————— YR 3

	Primary Care	Surgical/Med Group	CriticalCare/EM/CNMW
Frist Year	140,141	142,876	150,396
After Year 1	143,645	146,448	154,155
After Year 2	147,236	150,109	158,009
After Year 3	150,917	153,862	161,960
After Year 4	153,935	156,939	165,199
After Year 5	157,014	160,078	168,503
After Year 6	160,154	163,279	171,873
After Year 7	161,756	164,912	173,592
After Year 8	163,373	166,561	175,327
After Year 9	165,007	168,227	177,081
After Year 10	166,657	169,909	178,852
After Year 11	168,324	171,608	180,640
After Year 12	170,007	173,324	182,446
After Year 13	171,707	175,057	184,271
After Year 14	173,424	176,808	186,114

Backpay is retroactive using FY 25 scale

Clinical Associates Salary Scales

Base scale x 10%. Same year by year wage increase as clinical faculty.

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Academic-Only PA Salary Scales

Grade	Assistant Professor	Associate Professor	Professor
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.

[Separate article] Clinical Associates. 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 _____ Agreement. APP job postings must list whether the position is a faculty position or a clinical associate position. Clinical associates shall be paid at a rate according to the clinical associate wage table (e.g.10% higher

8.2 New Hires.

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8.2.1 Credit for prior experience. Newly-hired employees who are qualified by virtue of previous experience shall be placed at the years of experience Step on the salary table as follows:

A. Each full year of APP licensed 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 years of experience Step placement, date of projected step advancement, and rate of pay in their employment offer letter.

D. If an APP believes they were not credited with the correct years of experience, then within sixty (60) days of hire or ratification of this agreement the APP may request that human resources review their step placement.

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.

1 **8.3 Step Progression.** For an APP's first year at OHSU, an APP will advance to
2 the next step on the salary table once they complete a full year as a licensed
3 APP at OHSU, counting credit for any partial year credit as described in 8.2.1.

4 **8.3.1 Annual Step Advancement.** After the initial step advancement,
5 further progression on the salary table will occur annually one step
6 at a time, on the anniversary date of the APP's first step
7 progression at OHSU. Step advancements will be effective at the
8 beginning of the pay period following the APP's salary adjustment
9 date.

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

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20 **8.3.2.OHSU Employment Breaks.** Employment Breaks: In cases where an APP
21 experiences a break in OHSU employment **or practice** greater than six (6) months (and
22 not attributable to protected leave), an adjusted step progression date will be calculated.
23 This date will be determined by adding the length of the break (rounded to the nearest
24 month) to the APP's previous annual step progression date.

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27 **8.4 Productivity-Based Compensation.** Existing wRVU compensation models will
28 not be prohibited by this contract. For awareness, wRVU models must be
29 transparently shared across APP departments. (moved to Article 9)

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1 **8.5 Economic Rewards.** The Employer agrees to notify the Association of any
2 proposed lump sum bonus or economic reward for existing APPs. In such case,
3 the provisions of ORS 243.698 shall apply. Such mid-term bargaining shall not
4 commence within one-hundred and eighty (180) days prior to the expiration of
5 this Agreement. Nothing in this section prevents OHSU from continuing or
6 requires OHSU to provide any existing bonus or incentive pay.

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8 **8.6 Differentials and Premium Pay.** Differential and Premium pay from this Article
9 8.6 shall be paid within thirty-five days after the hours worked. (Workload credit
10 included in Work Expectations)

11 **8.6.1 Weekend Differential.** Employees shall be paid a weekend
12 differential ~~or receive an expectation credit~~ for all scheduled shifts
13 worked starting on Friday at 2300 or later and through Sunday at
14 2300 . The amount of the differential for each shift worked
15 shall be the number of hours of the shift multiplied by \$4.00, ~~or a~~
16 ~~work expectation credit.~~ A department may pay a higher
17 differential to APPs working exclusively weekends. A night or
18 evening shift differential shall be paid in addition to the weekend
19 differential, if applicable.

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21 **8.6.2 Evening Differential.** Employees shall be paid an evening
22 differential ~~or receive a work expectation credit~~ for all scheduled
23 hours worked between 3:00 PM and 7 p.m. The amount of the
24 differential for each shift worked shall be four dollars (\$4.00) per
25 hour, ~~or a work expectation credit~~

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27 **8.6.3 Night Differential.** Employees shall be paid a night differential ~~or~~
28 ~~receive a work expectation credit~~ for all hours worked between 7:00
29 p.m. an 7:00 a.m.. The amount of the differential ~~or credit, at the~~
30 ~~Employer's discretion,~~ for each shift worked shall be six dollars
31 (\$6.00) per hour, ~~or a work expectation credit.~~

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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 the calendar day of a holiday.

8.6.5 ~~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.

8.6.2.1 Juneteenth floating holiday

. In order to recognize Juneteenth, all employees covered by this Agreement will be granted time eight (8) hours a year (pro-rated by FTE) that can be requested following the normal vacation request process.

1 These paid hours will be provided in addition to accrued PTO hours in
2 Article ???.

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5 **Moonlighting.**

6 Moonlighting is clinical work that is outside an individual's primary role and involves
7 different responsibilities. APPs may have the opportunity to participate in work outside
8 of the department for which they were hired. Moonlighting must not interfere with the
9 APP's fitness for work or compromise patient safety. Hours spent moonlighting do not
10 count toward an APP's work expectation. Departments shall have discretion to
11 determine moonlighting rates. ~~The terms and conditions of moonlighting employment~~
12 ~~(including the wages earned while moonlighting) are outside the scope of this~~
13 ~~Agreement and are determined by individual employment arrangements between APPs~~
14 ~~and their moonlighting employers.~~ APPs shall be compensated at a rate equal to at least
15 their base wage rate.

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18 **8.6.6 Extra Shift or Session Pay .** An employee who works a non-
19 moonlighting extra shift or extra session over their work
20 expectation shall be compensated at ~~the greater of their straight~~
21 ~~rate of pay~~or, if moonlighting is offered for that shift, at the
22 moonlighting rate for each extra shift/session or portion thereof.
23 Nothing in this section precludes a department from providing a
24 higher rate of pay for extra shifts/sessions based on departmental
25 needs. Voluntary extra shifts or sessions do not count towards an
26 APP's work expectation, as defined in Article 9. ~~In such case, the~~
27 ~~provisions of ORS 243.698 shall apply. Such mid-term bargaining~~
28 ~~shall not commence within one hundred and eighty (180) days~~
29 ~~prior to the expiration of this Agreement.~~

30 Move section from 8.12:

1 **8.6.7 Extra wRVU Pay.** An employee who utilizes a wRVU framework or
2 hybrid framework for translating work expectations into workload
3 shall be compensated per wRVU over expected. **Nothing in this**
4 **section precludes a department from providing a higher rate of pay**
5 **for extra wRVUs based on departmental needs.**

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9 **8.6.8 Short Pick Up.** APPs picking up work that has become
10 available with less than twenty-four (24) hours' notice before the
11 start of the shift shall be compensated at the extra shift rate pay for
12 the hours worked plus a one hundred and fifty dollar (\$150) stipend
13 for up to four hours in length or a three hundred dollar (\$300)
14 stipend for work greater than four hours.

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16 **Site Adjustment with less than 24 Hours' Notice.** APPs who
17 change work sites **at the Employer's request beyond the sites that they**
18 **were hired to serve** with less than 24 hours' notice at the Employer's
19 request shall receive a stipend of **\$100** straight rate of pay.

20 **8.7 Lead APP Pay and aFTE Allocation** . The minimum annual lead differential per
21 year shall be \$ **3,500** prorated by the portion of the year they are
22 assigned lead duties Lead differentials shall be paid in 26 equal installments. A
23 lead must satisfactorily complete the duties from the Lead Duties Appendix that
24 are assigned by their department. Nothing in this section precludes a
25 department from providing a higher rate of pay for lead duties based on
26 departmental needs.

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30 An APP will also receive a minimum of 0.1 aFTE allocation for the length of the
31 APP's Lead assignment. Nothing in this section precludes a department from

1 providing a higher allocation of aFTE for lead duties, based on departmental needs
 2 and number of APPs that the lead is supporting.

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6 **Lead Appendix**

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8 The Lead APP Appendix provides a list of job responsibility domains and associated
 9 actions that may be assigned to a Lead APP. Satisfactory completion of the assigned
 10 actions is required to be eligible for Lead APP compensation. and aFTE allocation

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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,	Ensure bidirectional communication between APP team and clinical-	Routine attendance in division and department meetings


	competencies, and skills	administrative leadership	
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APC: Advanced Practice Council

APU: Advanced Practice United - move to definitions appendix

OAP: Office of Advanced Practice

8.8  **Per Diem.** Per diem employees shall be compensated at the same rate per shift as Non-Moonlighting Shift Over Expectation (section 8.6.6)

8.9 Call Pay. Taking call or being “on-call” is a method of contingent staffing. 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 **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. AWCs shall develop departmental standards for establishing types of call, call scheduling practices, and an equitable system **of distributing call.**

8.9.1 On-Call Wages. Employees required to be on call beyond their work expectations shall receive a stipend in **of one hundred and fifty (\$150) dollars** per 24 hour period spent on-call away from the Employer’s premises or a work credit if deemed appropriate by the respective **AWC department.** Employees activated while on call **beyond their work expectations** to perform their regular duties shall be paid at the same rate per shift as Extra Shift rate (section 8.6.6) for all hours worked.

8.10 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

1 bilingual in English and of the languages determined by the Employer to be the
2 ten most prevalent in the Employer’s patient population, which may be amended
3 annually based on data collected by the Employer’s Language Services
4 Department (“Department”) (2) the employee has passed the bilingual proficiency
5 exam coordinated through the University, and (3) the employee interacts directly
6 with patients. The Department will publish the current list of languages eligible for
7 compensation under this article on O2.

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9 **8.10.1 Bonus payment.** The bilingual proficiency bonus will be paid in
10 pay period twenty-four (24). To receive the bonus, employees must
11 be on the payroll at least thirty (30) days prior to the
12 commencement of pay period twenty-four (24) and have submitted
13 verification of passing the bilingual proficiency exam to their
14 manager prior to the close of the applicable pay period. The
15 effective date of the certificate will determine the year in which the
16 bonus will be paid (i.e., if the effective date is after the
17 commencement of pay period twenty-four (24), the bonus will be
18 paid the following year). Only one (1) bilingual proficiency exam
19 confirmation will be compensated per eligible APP. Eligible
20 employees include APPs employed at least 0.5 FTE or above in
21 the previous twelve (12) months.

1 **Cell Phone Stipend tools.**— The employer shall provide a forty (\$40) dollar
2 phone stipend/month, or a department provided cell phone, at the Employer's
3 discretion.

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1 **Stipends for Remote Work tools.**— Remote employees shall be reimbursed
2 for pre-approved expenses in accordance with state law

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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%.

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

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

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

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APPENDIX B - Employee Benefits Council

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

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ARTICLE 12 – PROMOTION AND TENURE

12.1 Through the transition to this collective bargaining agreement, all Faculty APPs maintain their current promotion and tenure status and remain fully eligible for promotion and tenure going forward, dependent on applicable policies. 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 for clinical APPs will be 5% for promotion to Assistant Professor and an additional 5% (for a total of 10%)R for the promotion to Associate Professor. Salary increases associated with this professorial progression 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 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

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

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9 **16.1.1 Bereavement Leave.** Employees are entitled to take up to three (3)
10 scheduled workdays of paid bereavement leave per **calendar year** in the
11 event of a death of a member of the employee's immediate family, a
12 member of their household, or if the employee experiences a reproductive
13 loss, ~~up to five (5) days annually.~~ Immediate family, for purposes of this
14 policy, includes employee’s spouse, domestic partner, parent (including
15 biological, step-parent, adoptive or foster parent, parent-in-law, or parent
16 of domestic partner) or a person with whom the employee is or was in a
17 relationship of in loco parentis, child (including biological, adopted, step or
18 foster child, child-in-law or child of domestic partner), sibling or step-
19 sibling, aunt, uncle, niece, nephew, grandparent, grandchild or another
20 member of the employee's immediate household. Employees may take
21 additional bereavement leave under **approved protected federal or state**
22 **bereavement leave, such as** the Oregon Family Leave Act (OFLA) if
23 eligible. **Reasonable extension of bereavement leave beyond two weeks**
24 **may be granted by an employee's supervisor. Paid bereavement needs to**
25 **be used within 60 days of becoming aware of the family member’s death.**

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27 **16.1.1.1 Managerial Discretion for Additional Leave.** Managers may
28 grant additional scheduled workdays of paid bereavement leave
29 upon request.
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1 **16.2 Paid Parental Leave.** OHSU will provide eligible employees leave, during
2 which regular compensation continues, for time away from work due to the birth,
3 or adoption of a child. Regular compensation means the employee's usual base
4 salary or base pay rate for the employee's primary assignment as reflected in
5 Oracle at the time leave is taken.

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7 **16.2.1 Eligibility.** An employee is eligible for Paid Parental Leave if the
8 employee:

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

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21 **16.2.2 Benefit.** An employee approved for paid parental leave is entitled to up to
22 three (3) calendar weeks of leave paid at 100 percent of the employee's
23 regular compensation at the time leave is taken. Paid parental leave must
24 be taken as a block of leave during an approved Federal and/or state
25 protected leave following the birth or adoption of a child. OHSU may
26 designate the period of time during the Federal and/or state protected
27 leave that paid parental leave will apply. The leave is only available during
28 the eligibility period. It is not earned or accrued leave and cannot be paid
29 out at termination. Paid parental leave runs concurrent with leave under
30 FMLA/OFLA. The Employer may request reasonable documentation to
31 substantiate eligibility under Section 16.4.1..

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16.2.3 While utilizing Paid Leave Oregon, an employee may elect to utilize any other paid accrued leave in addition to benefits under Paid Leave Oregon, or other state paid leaves, if eligible, up to their FTE on the days that they would otherwise have been scheduled. Employees ineligible for Paid Parental Leave under 16.4.1, but otherwise eligible and approved for protected parental leave under OFLA may elect to utilize any other paid accrued leave to supplement their amount of benefits under ORS 657.150, up to 100% of their FTE on the days that they would otherwise have been scheduled.

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

ARTICLE 18 – PROFESSIONAL DEVELOPMENT

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18.1 Professional Development Funds: 1.0 FTE APPs shall receive an annual allowance of up to \$5,000, pro-rated by FTE, that they may use for pre-approved professional development activities discussed below, subject to OHSU and department policies and practices.

18.2 Professional Development Time. APPs may receive professional development time pursuant to departmental policy or practice.

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

18.3 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 OHSU requires to practice in their position at OHSU.

18.3.1

18.4 Tuition Benefits. APPs may receive tuition benefits in accordance with the Employer’s policies.

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

2 **9.1 Definitions** – Moved to Appendix A (see below).

3

4 **9.2 Base Work Expectations for 1.0 FTE.** For the purposes of defining full-time
5 work hours for clinical APPs, 2080 work hours per year is equal to 1.0 FTE. An
6 APP may not exceed 1.0 FTE unless they choose to do so (e.g., by picking up
7 extra shifts).

8

9 **9.2.1** FTE is divided into one or more of the following salary components for
10 clinical APPs. (See FTE definitions in Appendix A).

11

- 12 a. cFTE
- 13 b. aFTE
- 14 c. rFTE
- 15 d. eFTE

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18 **9.3 Clinical Faculty Work Expectations**

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

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	Annual Work Hours for 1.0 FTE	Maximum Clinical Time for 1.0 FTE	Minimum Clinical Time for 1.0 FTE

Primary Care Faculty	2080	1664	1376
Medical Surgical Faculty	2080	1664	1376
Acute Emergency Faculty	2080	1664	1456
Critical Care Faculty	2080	1872	1664

1 **Maximum Clinical Time is the maximum schedulable patient care time, which will**
 2 **include all direct patient care time and may include additional asynchronous**
 3 **indirect patient care time if approved by the department (with input from AWC).**
 4 **Maximum Clinical Time for a 1.0 FTE is calculated as 2080 (pro-rated by FTE)**
 5 **minus 208 hours of asynchronous time for specialties where it applies, and**
 6 **minus 208 hours of faculty pursuits time for those who are allocated that time.**
 7
 8 **Minimum Clinical Time is Maximum Clinical Time further reduced by PTO, EIB,**
 9 **and protected leave used by an APP during the course of the year.**

10

APP Clinical Faculty Groups	Maximum Clinical Time*
Day/Evening (e.g. Family Medicine, VVIC, Urology, Outpatient Cardiology)	1792 hours/year
Day/Night^s (e.g., Adult ICUs, NICU, Nurse Midwives)	1577 hours/year

Department of Emergency Medicine	1577 hours/year
Psychiatric Emergency Services	

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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.

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

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c. Disputes related to proposed workload framework changes (e.g. changing from a wRVU-based framework to a shift or session-based framework) or to proposed practice model changes (e.g. changing from an independent practice to a blended practice) may be escalated from AWCs to the AMCC.

10.2 100% Per Diem APPs. Per Diem APPs are employees who hold a 0.0 FTE at OHSU and help to cover short-term needs, without expectation of long-term employment. Per Diem APPs shall be compensated according to the salary scale set forth in Article 8 of this Agreement.

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

10.4 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. Changing work expectations and pay issues is outside of the APU/Management Workload Committees' scope. AWCs will be established within three (3) months of the effective date of this Agreement.

10.4.1 AWCs: There will be eight AWCs across the following departmental groups:

1. Primary Care

- 1 2. Surgery
- 2 3. Critical Care/Emergency Medicine
- 3 4. Medicine
- 4 5. Oncology
- 5 6. OBGYN (including midwives)
- 6 7. Psychiatry
- 7 8. Pediatrics

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10 **10.5 AWC Membership.** The Employer and APU will jointly develop and deliver an
11 AWC orientation to each AWC to clarify the committee’s purpose, scope, and
12 processes. Each AWC will establish a charter that includes the process for
13 subsequent member and co-chair selection, length of terms and rotation
14 schedule, and decision-making frameworks that support collaboration and
15 shared governance. APPs and management have equal access and input in
16 agenda setting and the recommendation-making process. All recommendations
17 must comply with the current collective agreement, statutory regulations, and
18 institutional policies and procedure.

19
20 **10.5.1** Each AWC is composed of between three (3) and six (6) APU members
21 selected by their AWC unit members (including at least one APP Lead)
22 and an equal number of management representatives selected by the
23 Employer. Cochairs shall be one representative selected by APU and
24 one representative selected by management.

25 **10.5.2 AWC Responsibilities**

26 The AWCs will meet for up to fifty (50) minutes each meeting, every month for the first
27 year of this contract and up to quarterly thereafter. The AWCs are responsible for
28 making recommendations regarding workload issues for their respective clinical
29 grouping, and each will create a Charter covering such procedural issues as quorum,
30 standing agenda items, decision-making process (including voting procedure if voting is

1 chosen as a decision-making process . Issues unresolved at the AWC level may be
2 escalated from AWCs to the AMCC.

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6 **10.6 APU/Management Cooperative Committee (AMCC).**

7 **10.6.1** The AMCC shall meet as needed, but no less than once per calendar
8 quarter for up to fifty (50) minutes.

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10 **10.6.2** The AMCC serves in an advisory capacity. Where appropriate, the
11 Committee may develop non-binding recommendations by consensus. If
12 consensus cannot be reached, the differing views of Management and
13 APU representatives shall be documented and submitted to OHSU Labor
14 Relations and APU leadership for review. Labor relations shall issue a
15 formal written response to the committee within thirty (30) calendar days
16 of escalation.

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19 **10.7 AMCC Composition.** The AMCC shall be comprised of an equal number of
20 representatives, up to six (6) each, from APU and Management. Each party
21 shall designate its representatives, including alternates, who may participate in
22 the absence of primary members.

23
24 **10.8** Participation in AWC/AMCC meetings, including associated preparation or
25 follow-up work, shall count toward a committee member's work expectations.
26 Time spent by non-Committee Member bargaining unit members in committee-
27 related work shall not result in a reduction of clinical FTE or workload credit.

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30 **Definitions**

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

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

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

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18 **Research Salary Component (rFTE):** Research Salary Component or rFTE is the
19 proportion of effort associated with conducting research or other scholarly activities.
20 There is an expectation that faculty generate a portion of their research salary
21 component from external funding sources.

22

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

30

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

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

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

6
7 **Academic Faculty:** Academic Faculty are APRNs and PAs who primarily focus their
8 work effort on the education of future healthcare professionals including but not limited
9 to BSNs, APRNs, and PAs. APPs may have a combination of FTE between Clinical
10 Faculty and Academic Faculty.

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12 **Work Expectations:** Work expectations for Clinical Faculty and Clinical Associates
13 shall be expressed in terms of work hours per year for purposes of calculating maximum
14 and minimum clinical time in increments delineated by clinical groups outlined in the
15 chart above.

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19 **Clinical Workload:** Clinical workload is defined as the volume and intensity of clinical
20 work activities.

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

25
26 **Indirect Patient Care:** Indirect patient care includes scheduled and non-scheduled time
27 for activities supporting direct patient care, including but not limited to EPIC in-basket
28 management/coverage & MyChart messages, closing charts, reviewing results, phone
29 calls, patient care coordination, caseload management, court or legal appearances
30 related to work cases (e.g. subpoenas), care conferences, work group huddles, non-

- 1 RVU generating patient care, non-billable patient care, taking call, or filling gaps created
- 2 by lack of staff support.
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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.

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1 **ARTICLE XX – RETIREMENT**

2 **Retirement Plan Participation.** APPs covered by this Agreement shall be eligible to
3 participate in an OHSU Retirement Plan. The Employer will provide each eligible
4 employee hired on or after the effective date of this bargaining agreement with timely
5 notice of the employee’s need to make a retirement plan selection.. The retirement plan
6 selection made by an APP hired before the effective date of this bargaining agreement
7 shall remain in effect, and an election to switch from PERS to the 401(a) Plan shall be
8 subject to generally applicable 401(a) Plan terms APPs covered by this Agreement are
9 eligible to elect participation in either:

- 10 1. The Oregon Public Employees Retirement System or the Oregon
11 Public Service Retirement Plan under ORS Chapters 238 or 238A
12 (collectively, “PERS”) for which the APP is otherwise eligible under
13 applicable law.
- 14
15 2. The Oregon Health & Science University Pension Plan (“401(a)
16 Plan”). The 401(a) Plan includes a feature known as the Clinical
17 Retirement Plan (“CRP”) for those who are eligible as clinical faculty
18 who participate in the OHSU Practice Plan and a separate feature
19 known as the University Pension Plan (“UPP”) for employees
20 ineligible for the CRP. Both the CRP and UPP features provide for
21 a retirement contribution funded solely by OHSU.

22
23 In addition to the either PERS or the 401(a) Plan, the Employer will continue to
24 offer APPs the opportunity to make elective deferrals (employee funded pre-tax
25 and/or post-tax Roth retirement contributions) to OHSU’s 403(b) plan and 457(b)
26 plan in accordance with the terms of those plans.

27
28 **Retirement Plan Contributions.** Unless otherwise bargained, for APPs who do
29 not elect to participate in Oregon PERS, the following shall apply:

- 30 1. APPs Who Currently Participate in 401(a) Plan and 403(b) Plan. The Employer
31 shall continue making contributions to the 401(a) Plan and 403(b) plan (which for

1 certain APPs may include a matching contribution to the 403(b) plan) based on
2 the contribution formula in effect for the APP under the 401(a) Plan and the
3 403(b) plan immediately prior to the effective date of this bargaining agreement.

4 2. APPs Who Do Not Currently Participate in the 401(a) Plan and 403(b) Plan or
5 New Hires. If an APP does not participate in the 401(a) Plan or matching

6 contributions under the 403(b) Plan immediately prior to the effective date of this
7 bargaining agreement or is hired on or after the effective date of this bargaining
8 agreement, the Employer shall make contributions determined in the same
9 manner as set forth in Paragraph 1 immediately above for a similarly situated
10 APP. To supplement the foregoing, the following rules apply:

11 a. Newly hired APPs who are eligible as clinical faculty who participate in the OHSU
12 Practice Plan shall be treated as similarly situated to an APP who is a clinical
13 faculty member who participates in the OHSU Practice Plan and receives a
14 contribution to the CRP feature of the 401(a) Plan equal to 12% of 401(a) Plan
15 eligible compensation only (and no OHSU funded employer contributions under
16 either OHSU's 403(b) plan or its 457(b) plan).

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

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

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

- 1 Vesting. Vesting in contributions to the 401(a) Plan and 403(b) plan will be determined
- 2 under relevant plan terms based on the feature of the 401(a) Plan and the 403(b) plan
- 3 in which the APP participates.
- 4