

## **Frequently Asked Questions: OHSU–APU Tentative Agreement**

The bargaining team is recommending a “yes” vote on the tentative agreement

### **1. Will departments lose their evening differential since the contract only includes Night (15%) and Weekend (10%) Differentials? (may want to phrase question differently)**

The contract establishes minimum guaranteed differentials, but departments retain discretion to continue or exceed current incentive structures, including evening differentials.

The agreement explicitly permits departments, divisions, or service lines to maintain existing premiums or introduce new ones. Any *new* incentive requires notice to APU and an opportunity to bargain, as required by Oregon labor law. This process does not necessarily delay implementation; it ensures the incentive is codified in a Memorandum of Understanding (MOU) and protected for the life of the contract. Standardizing these arrangements through MOUs also helps preserve practices for future bargaining cycles.

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### **2. Will the Department of Emergency Medicine (DEM) have an increase in working hours?**

No. The contract provides DEM APPs with access to the PTO bank which is not currently available for use under status quo. This is a large change and we built in a transition time in the contract: DEM work expectations are phased in over the three-year contract. Once PTO access is included, the DEM work expectation of 1664 hours per year is reduced by PTO to 1456 hours annually. This work expectation is in line with the current status quo.

OHSU would not agree to a 1577-hour expectation for the full three years, as this would have brought the floor to approximately 1369 hours per year, below their existing standards. The phased-in structure enables PTO access without lowering the DEM baseline inappropriately.

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### **3. Will wRVU-based productivity models continue?**

Yes. The agreement recognizes wRVU productivity models. If OHSU proposes changes to wRVU compensation plans during the contract term, the union has the right to demand to bargain under ORS 243.698, allowing these departments to have direct input into any change.

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### **4. Do we have an exclusion clause in this contract?**

No. After our union election in February, 2024, our bargaining unit consisted of any OHSU employee with a PA or APRN license. OHSU attempted to exclude APPs teaching in undergraduate programs who do not require a APRN license or certification to teach. Their proposal would have excluded 13.3 FTE (28 APPs) from the unit.

APU rejected OHSU's proposal - including their offer of a prorated \$1,500 payout per excluded member - because these APPs were instrumental in organizing efforts and actively participated in bargaining. We did not feel it was fair to exclude any current APP in our unit.

The union secured permanent inclusion of these APPs into the contract. Modifying our recognition clause further to include any OHSU employee with a PA or APRN license, regardless if it's needed for their job, was not feasible because it could unintentionally absorb employees from other bargaining units or workers with substantially different job duties (such as an NP that is practicing as an RN) are not covered by this agreement.

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### **5. Why does the contract include two tiers when APU advocated for a single salary scale?**

APU consistently proposed a single-tier structure for clinical salaries. OHSU insisted on maintaining its five-tier system.

During mediation, APU accepted a system providing additional compensation for night workers. This pay structure provides meaningful raises for APPs in the historical tiers A, B, and C, while also ensuring additional increases for 24/7 services.

Removing a five tier pay structure is a major victory for our unit. Moving to a single-tier model remains an achievable long-term goal but would have harmed higher-compensated APPs whose current scale starts at \$155,000.

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### **6. Why are we receiving a \$7,000 signing bonus instead of full backpay?**

Backpay is typically used in successor contracts - contracts that expire while bargaining continues - and usually covers a limited time period.

For a first contract, where bargaining often exceeds a year, full retroactive backpay is not common. APU included backpay in its Final Offer, but the estimated cost exceeded \$32 million, roughly equivalent to the entire cost of Year 1 raises. Pursuing full backpay would have required significant reductions in the salary scale. APU prioritized permanent wage increases over a one-time payment.

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### **7. Why didn't Academic APPs achieve pay parity with clinical scales?**

Academic APPs received historic, unprecedented raises, moving from significantly lower scales to a competitive structure covering Instructor through Professor ranks.

Achieving complete parity in one contract would have required individual raises well over 50% — a level unheard of in collective bargaining agreements nationwide.

Closing this gap will require future bargaining cycles, but this contract makes one of the largest documented improvements for academic healthcare faculty.

While the bargaining team initially proposed years of clinical experience, we could not find examples of other academic institutions that pay academic faculty outside of the years in rank system.

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## **8. How are workload concerns addressed under the new contract?**

This is the first APP contract at OHSU to cap annual working hours, guarantee indirect time, and ensure APPs cannot be forced to “make up” time for PTO or protected leave.

To enforce these protections, APPs may file grievances if workload expectations are exceeded and their department leaders have not addressed these concerns.

It will be important for APPs to track how many hours they are working and report excess hours if they are working beyond their work expectation.

After the contract is ratified, we will start working on building the AWCs (APP workload committees) to address workload in an ongoing way.

- Twelve Workload Committees will be created to address issues locally.
- Committees can resolve concerns such as:
  - Call types and call distribution
  - Changes to workload frameworks
  - Template and scheduling concerns
  - Shift start/stop times
  - Equitable access to leave

This system combines contractual enforcement with a shared governance model similar to Unit-Based Nurse Practice Committees (UBNPC) utilized by OHSU RNs.

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## **9. Why does the contract allow OHSU the right to restructure departments?**

Under Oregon labor law, employers possess certain non-negotiable management rights, including the ability to restructure, establish qualifications, layoff employees, close or consolidate service lines, and determine missions and programs. Its rare management would agree to waive its right to control its operations.

Without contract language, OHSU could restructure unilaterally and without protections for APPs.

The union secured language similar to other OHSU union contracts, requiring:

- Advance notice
- Bargaining on impacts

- Defined processes for placement, layoff, and recall

The contractual structure limits OHSU's discretion and provides enforceable protections. The ability to bargain over the impact allows us to mitigate any APP displacement.

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## **10. What is “just cause” and what protections does it provide?**

The contract replaces at-will employment with just cause protections, meaning OHSU must meet a legal standard to impose discipline. Employees can appeal disciplinary action by filing a grievance. Arbitrators apply several just-cause elements, including:

- **Fair Notice**
- **Consistent Enforcement**
- **Due Process**
- **Substantial Evidence**
- **Equal Treatment**
- **Progressive Discipline**
- **Consideration of mitigating factors**

Aside from these standards, there is now a structured disciplinary process where OHSU needs to provide adequate notice, complete investigations in a timely manner, and allow union representation through the process.

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## **11. What are the changes to retirement and insurance?**

Retirement and medical insurance remain unchanged.

However, APU has gained a seat on the Employee Benefits Council, joining other OHSU unions and securing direct input into annual plan design.

Please refer to this page for my information on OHSU retirement plans:

<https://o2.ohsu.edu/human-resources/retirement-plans>

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## **12. What happens if the TA is ratified?**

- The contract goes into effect immediately.
- The \$7,000 ratification bonus will be paid within 10 days.
- New wage rates will take effect within two pay periods.
- APU will begin forming Workload Committees.

- Implementation of new workload standards will occur as soon as possible, but no later than six months after ratification.
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### **13. What happens if the TA is not ratified?**

APU would notify OHSU and the state mediator and request to continue bargaining.

However, OHSU would have the legal right to implement its Final Offer as our new contract (submitted October 10, 2025), which is significantly weaker than the Tentative Agreement. Proposals made in mediation are not binding and can be withdrawn, so our hard-fought salary increases would not be protected.

We would also need to reassess the unit's willingness to strike. OHSU has indicated it would contract with locum agencies in the event of a strike and redirect funds toward replacement workers. OHSU is not required to continue bargaining after its Final Offer is implemented.

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### **14. How is the contract enforced?**

Any violation of the union contract is enforced through the grievance process and arbitration. We will hold training sessions and establish a network of union stewards that can recognize and file grievances on behalf of our members.

Before filing a formal grievance, the APP must notify their supervisor of the issue and should notify the ONA labor representative, or department steward. Should the issue not be resolved informally, the grievance would file a written grievance, prepared by ONA, and submit it to HR and the appropriate supervisor. The appropriate supervisor is required to hold a hearing with the grievance and their union representative(s) before issuing a response. If the response rejects the grievance, the issue would be appealed to Step 2 of the process. Step 2 is a formal hearing with human resources or OHSU labor relations. After the hearing, HR issues a decision. The grievant can appeal that decision to a third-party arbitrator. An arbitration hearing would be held and the arbitrator issues a binding decision on the grievance merits and remedy.

Many issues will be resolved informally, or through our labor-management committee, before advancing through the grievance process.

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### **15. My FTE is split between clinical and academic. What scale am I paid from?**

APPs who have a 1.0 FTE split between cFTE and eFTE that includes eFTE of 0.4 or less will receive a clinical salary for their entire FTE. The intent is to reflect and reconcile the current practice across the board.

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### **16. Why are some clinical departments receiving larger raises than others?**

Our new contract condenses five clinical pay scales into two clinical scales. Our members advocated for a single pay scale and we made significant progress towards that goal. As a result, APPs compensated in lower tiers receive a higher raise. Our scale gives every APP an increase in base salary and provides a \$7000 bonus on top of that.

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### **17. Why didn't we change the PTO system?**

We pushed for a new PTO structure all the way to the finish line. Implementing a new PTO system had a significant cost. Our members made it clear that wages and workload were the top priorities. By agreeing to keep the current PTO system, we were able to shift our leverage and secure more money in the wage scale.

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### **18. How are holiday hours applied with this TA?**

Every APP gets 80 hours of holiday pay that is prorated by FTE. These hours are removed “off the top” of your annual work expectations, which means that APPs do not need to use PTO for holidays, do not need to work a different day if your work area is closed on a holiday, and you do not get an extra day off if the holiday falls of your typical day off. We did what was equitable for the unit as a whole. Prorating holiday hours is equitable, even if this is different from what some departments have chosen to do in the past.

Like most things in the contract, departments can offer more holiday days if they choose.

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### **19. If we want a stronger contract, why can't we get those improvements now instead of pushing them to the next bargaining cycle?**

When any group negotiates a **first-ever** union contract, it is universally understood—across every industry, every union, every employer—that the goal is to build a **solid foundation** that future contracts can strengthen and expand. A first contract is not the end point. It is the *starting point* of a long-term structure that grows with every bargaining cycle.

We pushed hard. We reached high. And yes, sometimes we may have been ambitious early on because we wanted—and still want—the absolute best for every APP at OHSU. But ambition is not a mistake; it is a strategy. We also want to acknowledge openly that early on we likely held onto our ambitions a little too long. The BT shouldn't have continued the narrative that we could realistically win every single thing we were asking for, and we could have been clearer that part of bargaining is cutting things down along the way. We should have communicated sooner that negotiations always involve narrowing, refining, and prioritizing—because that is how we land the strongest possible contract and set ourselves up for even bigger gains in future rounds.

This is not failure—this is how the bargaining process works, especially when you're negotiating with a large institution for the first time.

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**20. Can I opt to become a Clinical Associate after the contract is ratified?**

Yes, with mutual agreement with management. Clinical Associates cannot be forced to become faculty and vice versa.