

**AGREEMENT BETWEEN**

**Oregon Nurses Association  
and  
Oregon Health & Science University**

**January 4, 2021 – June 30, 2023**

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## **PREAMBLE**

This Agreement is made by and between the Oregon Health & Science University (hereinafter the “Employer”) and the Oregon Nurses Association (ONA) (hereinafter the “Association”).

## **ARTICLE 1 - RECOGNITION AND ASSOCIATION SECURITY**

**1.1 Recognition.** The Employer recognizes the Association as the exclusive bargaining agent and representative for all employees at Oregon Health & Science University working in classifications for which an RN license is required, except employees who are excluded by the Employment Relations Board and academic, supervisory and confidential employees.

### **1.2 Association Security.**

**1.2.1 Membership and payments in-lieu.** Bargaining unit members may elect, but shall not be required to support their local bargaining unit by becoming members of the Association. Bargaining unit members may also elect, in lieu of becoming a member, to make payment in-lieu-of dues to the Association in an amount that is equal to or less than the regular monthly Association dues. Prior to hiring a prospective employee for this bargaining unit, the Employer will advise the employee of her/his obligations under this provision.

**1.2.2 Deduction for dues.** Upon written request, on the Association form to be available at the Employer, bargaining unit members may have regular monthly dues deducted twice monthly from their paychecks. At any time, changes to membership status must be submitted in writing to the Association. Non-members electing to make payments in lieu-of-dues must submit written consent to the Association, which will provide a copy to the Employer. The amounts to be deducted shall be certified to the Employer by the Association, and the aggregate deduction shall be remitted monthly, together with an itemized statement, to the Association.

**1.2.3 Indemnification.** The Association shall indemnify and hold the Employer harmless against any and all claims, damages, suits or other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article.

## **ARTICLE 2 - ASSOCIATION PRIVILEGES AND LIMITATIONS**

**2.1 Lists.** The Employer shall furnish electronically to the Association, on a monthly basis, a current alphabetical listing of the names, home addresses, employee identification numbers, phone numbers on record, hire date, pay rate, and classifications of the employees in the bargaining unit. New hires and terminations shall be indicated on the listing. In addition, the Employer shall provide a quarterly listing which shall show the employees’ work unit and shift if available, and total hours compensated for the quarter. In the event the Association discloses

such information to individuals outside the Association, the Association shall hold the Employer harmless for any liability resulting from the release of such information.

**2.2 Bulletin Boards.** The Employer shall continue to provide a reasonable space for posting Association notices, including at a minimum the current locations that have been designated for such notices. Changes to these designated locations shall be by mutual agreement between the Employer and the Association. In addition, the Employer will continue to make every effort to provide a bulletin board for such notices in the break room or lounge of each unit or clinic where bargaining unit nurses work. Allowable notices are restricted to notices of professional and social affairs, elections, meetings, and negotiation progress.

Copies of any other materials for posting must be approved by the appropriate Human Resources Director or designee prior to their posting. No demeaning, inflammatory or derogatory material may be posted. For purposes of this section and Section 2.7, the following conduct qualifies as inflammatory: threatening disorder or other normal functioning of the business; maliciously disparaging the Employer or otherwise unduly interfering with the Employer's business interests; inciting prejudice, animosity, discrimination or intimidation against other employees; advocating violence; and/or obscene comments disloyal to the Employer.

**2.3 Visits by Association Representatives.** The Association will provide the Employer with a list of those ONA staff members designated as authorized representatives. The representative, after advising the appropriate Human Resources Director or designee, or the Chief Nurse Executive or designee, shall have reasonable access to the premises of the Employer at any time during working hours to conduct Association business and to assist in the processing of grievances under the terms of this Agreement. Such visits are not to interfere with the normal flow of work, including the delivery of patient care. The parties have entered into a Letter of Agreement regarding this provision.

**2.4 New Employee Orientation.** Time shall be provided at each new employee orientation so that the Association may distribute to each nurse a copy of this Agreement and copies of the Association membership material. The Association will be allowed thirty (30) minutes during initial employee orientation for explanation of ONA benefits and bargaining representative matters. Nurse attendees and one nurse presenter at new employee orientation will be provided release time and pay by the Employer during the presentation. The Employer will provide the Association at least ten (10) days' notice of the time and reasonable notice of the place of new employee orientation meetings, and with a list of newly hired employees, including contact information. In the event that a New Employee Orientation cannot occur, the Employer will still provide the list of newly hired employees.

**2.5 Nurse Representatives.** The Association may appoint up to fifteen (15) Nurse Representatives. These representatives and five (5) local Association officers shall be allowed to participate in the pool of paid hours referenced in Section 2.5.1. The Association shall notify the appropriate Human Resources Director of any changes of the names of the Nurse Representatives or local Association officers.

**2.5.1 Paid hours.** The Employer shall provide to designated Nurse Representatives a pool of nine hundred sixty (960) paid hours annually, July 1 through June 30, for the activities described herein. These activities include investigation of grievances, attending grievance meetings, attending investigatory and disciplinary meetings, and attending meetings with management representatives regarding Association matters. Time spent in these activities will not be used in the calculation of overtime. If these duties by necessity must occur during a nurse's scheduled working hours, the nurse shall notify his or her manager in writing prior to engaging in the activities. The manager shall then notify the nurse whether the activities can be undertaken during the nurse's scheduled working hours. No more than twelve (12) paid hours per week may be used by any given Nurse Representative. The hours referenced in this provision do not include paid time for negotiating team members (see Section 2.8) or for committee activity described in Article 27.

**2.5.2 Performance of activities.** The Nurse Representative shall notify her/his immediate supervisor prior to performing permitted Nurse Representative duties on work time. If, in the supervisor's discretion, the permitted activity would interfere with the work of the Nurse Representative or other employees, the Nurse Representative will arrange with the responsible supervisor(s) for a mutually satisfactory time to perform the requested activity.

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

**2.6 AURN Hot Line.** The Employer shall provide a campus telephone number (503-494-6880) for the use of the AURN. The AURN shall be responsible for the cost of the dedicated telephone line and message center called the AURN Hot Line.

**2.7 Use of Employer's Electronic Mail (e-mail).** Employees shall be permitted use of the Employer's e-mail system for the purpose of communicating with the Association, AURN officers, Grievance Representatives, and co-workers regarding Association matters, provided the origination and reading of such communication occurs during non-duty hours.

ONA shall be permitted the opportunity to submit e-mail messages intended for general distribution to groups of bargaining unit employees greater than fifty (50) total in number to Human Resources consistent with the terms of this Article. Messages shall pertain to Oregon Nurses Association's social functions, meetings, educational opportunities, elections, appointments, notice of professional affairs, and bargaining updates. Human Resources will coordinate distribution of such e-mail messages to occur during non-peak business hours so as not to impede University information systems. E-mail messages shall not be demeaning, inflammatory or derogatory in nature.

Bargaining unit employees will be permitted access to the Internet during their own time on equipment and locations as permitted by the Employer. Employees shall be limited to no more than two (2) pages of printed text per each authorized e-mail message or as the result of

any e-mail message as provided herein. AURN unit representatives are permitted to print e-mail messages of no more than five (5) pages in length for posting on unit bulletin boards.

**2.8 Negotiating Team.** A maximum of nine (9) members of the Association's negotiating team, as designated by the Association, shall be compensated for time spent in attendance at negotiations meetings with the Employer. Time spent in attendance at such meetings will not be used in the calculation of overtime. Negotiating team members may be selected from any of the work units represented by the Association. At the discretion of the Association, a reasonable number of unpaid employees may attend negotiation sessions. Members' seniority and other accrued benefits shall accrue on all time spent in attendance at such meetings regardless of whether the employee elects to use paid time off benefits. Consultants may be employed by either party.

**2.9 Paid Time.** A nurse who is under investigation for potential discipline, or who is requested by the Employer to participate in an investigation, will be compensated for time spent when attending an investigatory meeting with the Employer. A grievant who is a current employee will be compensated at the straight rate of pay when attending a Step 1 or Step 2 grievance meeting; such paid time will not be used in the calculation of overtime.

**2.10 Release for Legislative Activities.** Nurses selected by the Association to assist in interacting with members of the Oregon State Legislature or their staff will seek to obtain scheduled time off for this purpose as far in advance as possible. The Employer will undertake reasonable efforts to grant the requested time off. The Association will limit such requests so that a maximum of three (3) nurses will be released for this purpose at any given time.

### **ARTICLE 3 - GENERAL PROVISIONS**

**3.1 Binding Effect.** This Agreement binds the Association and any person designated by it to act on behalf of the Association. Likewise, this Agreement binds the Employer and any person designated by it to act on its behalf.

**3.2 Complete Agreement.** This contract incorporates the sole and complete Agreement between the Employer and the Association. It supersedes any and all prior agreements between the Association and the Employer. It is acknowledged that during negotiations which resulted in this Agreement, each and all had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Agreement shall not be modified in whole or in part except by another written instrument duly executed by the parties.

**3.3 Savings Clause.** This Agreement is subject to all applicable federal and state laws and regulations. Should any article, section or portion of this Agreement be held or rendered unlawful and/or unenforceable by a new law or regulation or by a court or board of competent jurisdiction, such invalidation shall apply only to the specific article, section or portion directly specified. Upon notification of such development and upon demand of either



party, the parties shall begin negotiations to replace this Agreement's invalidated article, section or portion.

**3.4 Maintenance of Rights and Obligations.** The provisions of this Agreement define the rights and obligations of each party regarding the subject matter addressed. They take precedence over past or existing practices that are inconsistent with these provisions. All employee rights and benefits under this Agreement shall remain unchanged during the term of this Agreement unless modified by mutual agreement. The Employer shall not alter any other employee rights and benefits which are mandatory subjects of bargaining and are well established in the bargaining unit without first notifying the Association and bargaining upon demand in accordance with ORS 243.698. For purposes of this article, "well established" means that the right or benefit is unequivocal, readily ascertainable and accepted by the Association and the Employer over a reasonable period of time.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

Except as may be specifically modified by the terms of this Agreement, the Employer retains all rights of management in the direction of its work force, inclusive of those rights enumerated in ORS 243.650 through 243.782. These rights of management shall include, but not be limited to, the rights to:

1. Direct employees.
2. Hire, promote, transfer, assign and retain employees.
3. Suspend, discharge or take other proper disciplinary action against employees.
4. Reassign employees.
5. Relieve employees from duty because of lack of work or other proper reasons.
6. Schedule work.
7. Determine methods, means and personnel by which operations are to be conducted.

#### **ARTICLE 5 - DEFINITIONS**

**5.1 Regular Employee.** An employee who has completed the trial service period and is regularly scheduled in an established position, either for forty (40) hours per week as a full-time employee, or for less than forty (40) but at least an average of four (4) hours per week (0.1 FTE) as a part-time employee. Also referred to as "regular nurse" in this Agreement.

**5.2 Benefited Employee.** A regular employee whose full-time equivalency is at least 0.5 FTE.

**5.3 Full-Time Equivalent (FTE).** Hours for which an employee is regularly scheduled, as reflected on the personnel action form.

**5.4 Interim Position.** A bargaining unit nursing position created to meet a short-term workload need of no more than one (1) year. Nurses in interim positions shall be treated as regular employees in accordance with Article 24.10, unless they opt to continue in a resource nurse capacity pursuant to that provision.

**5.5 Resource Nurse.** A nurse who has not been assigned an FTE status and is not regularly scheduled for any designated number of hours per pay period.

**5.6 Temporary Nurse.** A nurse who has been hired to work for a specific period of time of no greater than twelve (12) months to fulfill specific needs of the Employer.

**5.7 Straight Rate of Pay.** A nurse's rate of pay in accordance with Appendix A of this Agreement.

**5.8 Regular Rate of Pay.** Straight rate of pay plus, where applicable, any differential payable under this Agreement (excluding call differential), calculated on a weekly or bi-weekly basis, except where otherwise specifically provided in this Agreement.

**5.9 Adjusted Service Date.** Date used to determine an employee's total years of service at OHSU for purposes of Sections 11.1. Years of service include all time in the Employer's service, whether in or out of the bargaining unit. A year of service as a resource nurse will count if the nurse has worked a minimum of 1,040 hours in the employment year. The adjusted service date shall be adjusted for leave without pay (excluding FMLA/OFLA, worker's compensation leave and military leave) greater than fifteen (15) days.

**5.10 Salary Adjustment Date.** Date used to determine an employee's eligibility for progression to the next pay step, as reflected in Article 8.2 and Appendix A. The salary adjustment date shall be adjusted for leave without pay (excluding FMLA/OFLA, worker's compensation leave and military leave) greater than fifteen (15) days.

**5.11 Seniority Date.** Date used to determine an employee's seniority. The seniority date is established as the original date of hire as a bargaining unit nurse, and shall be adjusted for any of the reasons set forth in Article 18.2.

## **ARTICLE 6 - EMPLOYMENT PRACTICES**

### **6.1 Equal Employment Opportunity and Affirmative Action.**

**6.1.1 Non-discrimination in employment.** The provisions of this Agreement shall apply equally to all employees in the bargaining unit without regard to age, race, religion, sex, color, disability, national origin, veteran status, political affiliation, or sexual orientation. The Association further agrees that it will cooperate with the Employer's implementation of applicable Federal and State laws and regulations, including but not limited to Presidential Executive Order 11246 as amended by Presidential Executive Order 11375, pertaining to affirmative action, and Title IX of the Civil Rights Act, pertaining to opportunity in education.

**6.1.2 Process for reporting harassment/discrimination due to protected class.** The Employer is committed to providing a harassment free work environment for all employees. Any employee who believes s/he is being subjected to harassment or discrimination in violation of the Employer's applicable policies may file a complaint with the Affirmative Action Equal Opportunity (AAEO) Department, Human Resources Integrity Department, the employee's manager, or other AAEO designated authority. If the complaint is not satisfactorily resolved by the Employer's investigatory and grievance process, it may be submitted to the Bureau of Labor and Industries for resolution.

**6.2 Respectful behavior.** The Employer and the Association agree that mutual respect between and among workforce members is integral to a healthy work environment, a culture of safety and the provision of excellent patient care. An employee experiencing behavior in her/his work environment that violates the OHSU Code of Conduct and expectations for respectful behavior may file a complaint with a member of management, with Human Resources, with the Integrity Department, or with employee's manager in accordance with the Employer's policies and protocols.

**6.2.1** When the complaint is not anonymous, the Employer will report to the complainant about the progress of reviewing the complaint, including any investigation that is undertaken. Follow-up to the complaint will be conducted in a timely manner. A closing letter will be supplied to the complainant after the matter is reviewed, including the completion of any investigation that occurs.

**6.3 Recordkeeping.** The Employer shall maintain records in accordance with federal and state law. The Employer's records shall include information pertaining to attendance, accrued and used paid time off, and other leaves with or without pay.

**6.3.1** An individual employee, or the employee's official representative, shall be permitted to inspect her/his attendance records. Records that cannot be accessed electronically shall be made available to an individual employee, or the employee's official representative, at reasonable times and upon reasonable notice.

**6.3.2** The Employer will make available an earnings statement on or before the designated payday for each biweekly pay period. To the extent that space and character limitations on the statement permit, the earnings statement will include the rate(s) paid for all compensated hours, differentials, accrued paid time off, compensatory time and overtime.

**6.3.3** The Employer will make available payroll materials during orientation and upon nurses' individual requests.

**6.4 Time Detail Reports.** Nurses are obligated to follow the Employer's time clocking rules and procedures. RNs will be provided access to a time detail report prior to the end of the payroll period, and a timecard audit trail report will be provided upon employee request.

## **6.5 Paycheck Errors.**

**6.5.1 Overpayments.** Immediately upon becoming aware of an overpayment, a nurse shall notify the Payroll Department. If the amount of the overpayment exceeds the nurse's ability to repay immediately, the Payroll Department will provide the nurse with a letter, by e-mail and regular mail, enclosing a proposed repayment plan in accordance with Section 6.5.4, alerting the nurse to consult with a tax advisor, and advising the nurse of his/her rights under this section. The Payroll Department will make a reasonable effort to provide the letter to the nurse within fifteen (15) days after having been notified of the overpayment. The nurse may request an adjustment to the plan or propose an alternate repayment plan. If the nurse fails to respond within fifteen (15) days after the proposed repayment plan is sent, the nurse will be deemed to have accepted the plan as written.

Should the Payroll Department and the nurse fail to reach agreement, a payment plan will be adopted based on consensus reached by a board comprised of:

Two (2) Hospital/Clinic Management Representatives

Two (2) AURN Representatives appointed by the Executive Committee of the AURN

Director of Human Resources

The decision of the board shall be final and binding and the nurse will abide thereby. Recovery will commence the first payroll period following the date the repayment plan becomes final.

**6.5.2 Underpayments.** Paycheck errors made by the Employer involving direct compensation must be corrected within forty-eight (48) hours of the error having been brought to the Employer's attention, not including holidays and weekends.

**6.5.3 Employee error.** Paycheck errors resulting from employee error will be rectified on a paycheck following report of the error to the Payroll Department, except when (1) the error caused the employee's pay to be less than 50% of net, in which case the adjustment will be made within 48 hours of the extent of the error having been brought to the Employer's attention, or (2) the error is reported after the payroll cutoff period, in which case the adjustment will be made on the next pay period.

**6.5.4 Time limitation.** Retroactive adjustment for overpayments or underpayments shall be applied to the period of the error, not to exceed twelve (12) months of such overpayments or underpayments preceding the date of the employee's written/email notification to Payroll or of Payroll's notification to the employee of the error. Absent special circumstances, the employee will be allowed to repay a total overpaid amount over the same period as the overpayments were made, up to a maximum of twelve (12) months or the employee's termination of employment, whichever occurs first.

**6.6 Position Descriptions.** Position descriptions shall be reduced to writing and delineate the specific duties assigned to an employee's position. A dated copy of the position description shall be given to the employee upon assuming the position and at such time as the duties of the position are substantially changed. Nothing contained herein shall compromise the right or the responsibility of the Employer to formulate and/or modify position descriptions and to assign work consistent with the descriptions.

**6.7 Trial Service Period.** All employees shall serve a trial service period of six (6) months or four hundred eighty (480) hours worked, whichever is greater. However, no employee will be required to serve more than one (1) year of a trial service. All employees rehired after ninety (90) days of separation shall serve a trial service period.

**6.7.1 Transfer during trial period.** Employees who are transferred to another position prior to the completion of their trial service period shall serve the remainder of the six (6) month trial service in the new position or ninety (90) days, whichever is greater. Employees may not transfer more than once to a position in another unit during their trial period, unless the Employer, the employee and the Association agree otherwise.

**6.7.2 Termination during trial period.** An employee's employment may be terminated during the trial service period at the Employer's discretion. The employee shall not have the right to grieve her/his trial service termination. Upon termination of employment, the Employer shall timely notify in writing the terminated employee and the Association of the action and the reason for the termination.

**6.7.3 Extension of trial service period.** If an employee is granted leave without pay during the trial service period, the period shall be extended by the number of days of the leave without pay. The trial service period may also be extended upon mutual agreement of the Employer, the employee and the Association.

**6.8 Performance Appraisals.** The Employer will provide a formal performance evaluation for each employee, at least annually. In addition, the Employer may provide informal feedback and coaching to employees as appropriate throughout the year. A registered nurse who is competent to evaluate the employee's clinical nursing practices in the employee's specialty area will participate in evaluating the RN on her/his performance related to the practice of nursing. The employee being evaluated will be informed as to who will be evaluating his or her clinical practice as soon as practical. The evaluation process shall occur in accordance with the Employer's clinical nurse performance appraisal policy. The Association will be given the opportunity to review and provide input into this policy upon its revision and upon request. Deficiencies in performance or behavior that have occurred in the past may be addressed, but the evaluation will not specifically reference past corrective action. While it is recognized that disciplinary action may result from an employee's deficient performance, such action shall be initiated separately from the evaluation process.

### **6.8.1 Evaluation process.**

a. *Performance and self-review.* Such reviews will be scheduled during the nurse's regular scheduled hours, unless otherwise agreed between management and the nurse.

b. *Performance input.* All sources and content of input shall be disclosed to the nurse being evaluated. All written comments and other materials submitted by the employee that are relevant to the employee's performance appraisal shall be attached to the appraisal and placed in the employee's personnel file.

**6.8.2 Compensated time.** All time spent by an employee in the evaluation process, including time spent on self-evaluations and performance discussions with management, will be compensated as time worked. The Employer will communicate in writing the unit processes and the maximum time allotted for facilitating completion. In the event that a nurse believes he or she needs more time than the maximum time allotment to complete the evaluation process, the nurse will make a written request to his or her supervisor before exceeding the maximum, which will not be unreasonably denied.

**6.8.3 Trial service period.** Every employee shall receive a performance appraisal at the end of a trial service period

## **6.9 Individual Development Plans.**

The parties recognize that mutually agreed upon individual development plans are not disciplinary actions and that they serve as a constructive tool to aid an employee in developing skills and/or improving performance. Each plan is expected to address specific practice issues and/or performance improvement goals with timelines for completion. Such plans are voluntary and may be initiated by either the employee or management. The unit manager must be notified of all such plans. They are distinct from work correction measures, which may be utilized as part of a disciplinary process. The time required for completing plan assignments or learning activities will be scheduled in a manner that does not disrupt the nurse's patient care duties, and will be compensated as time worked.

**6.9.1 Coaching.** Coaching is a performance improvement conversation between the employee and the Employer. A communication about the coaching will be shared with the employee. Coaching is not part of the discipline process. An employee may respond to coaching, including by providing a written response to be placed in the employee's file.

## **6.10 Discipline and Discharge.**

**6.10.1 Just cause.** Employees who have completed their initial trial service period shall not be subject to discipline and/or discharge without just cause.

**6.10.2 Progressive discipline.** The principles of progressive discipline shall apply to disciplinary actions except when the Employer must take a more immediate action.

**6.10.3 Discipline related to clinical performance.** Discipline related to clinical performance and judgment issues may be subject to clinical performance peer review by the Professional Nursing Care Committee, at the nurse's request and at the Committee's discretion. A summary of the Committee's investigation shall be shared with the Employer, the nurse and the Association. The nurse's anonymity during such investigations shall be strictly maintained by Committee members, limited to a need-to-know basis.

**6.10.4 Pre-disciplinary notice.** A written pre-disciplinary notice shall be given to employees who have served their initial trial service period and against whom a charge is presented which might result in discharge. Such notice shall include the known complaints, facts and charges, a statement that the employee may be discharged, and the names of Employer attendees anticipated to participate at the meeting. The employee shall be afforded an opportunity to refute such charges or present mitigating circumstances to the Employer at a place, time and date set forth in the notice, which date shall not be less than ten (10) calendar days from the date the notice is sent. The employee shall be permitted to have an official representative or reasonable number of representatives present. At the discretion of the Employer, the employee may be suspended with or without pay or be allowed to continue to work, as specified in the pre-disciplinary notice. The pre-disciplinary meeting will be completed and notification given to the employee no later than eighteen (18) calendar days from the day the pre-disciplinary notice was sent.

**6.10.5 Investigatory interviews.** Employees covered by this Agreement have the right to request the presence of an official Association representative or reasonable number of representatives at an investigatory interview conducted by the Employer which the employee reasonably believes might result in disciplinary action. Supervisors will customarily inform employees of this right prior to the interview. The Employer will inform the employee of the investigatory interview, its general subject matter (e.g., documentation, patient care, treatment of co-workers) and the names of Employer attendees anticipated to participate, at least forty-eight (48) hours (excluding weekends and holidays) in advance of the interview, unless (1) there is reason to believe that the notice period would result in the compromising of evidence or pose a risk to the safety of staff, patients or other members of the public, or (2) the employee consents to meet at an earlier time. Moreover, if prior to or during an investigation the Employer has probable cause to believe that a crime has been committed by the employee under investigation, the Employer will advise the employee of the employee's right to continue the investigation under the *Garrity* rule.

**6.10.6 Status of investigation.** In the event that an employee is interviewed or otherwise notified of an investigation that could result in disciplinary action, the employee will be notified of the status of the investigation within fourteen (14) days of such interview or notice or as otherwise mutually agreed.

**6.10.7 When attendance is the issue.** In the event the Employer is contemplating issuing a verbal or written warning for attendance-related concerns, the Employer may, in lieu of its frequent practice of conducting an investigatory interview,

notify the employee in writing of the concern regarding attendance and invite the employee (1) to respond in writing within 14 days with or without the assistance of an Association representative, (2) to request an investigatory meeting, or (3) to decline to do either. This notice shall include Association phone and email contact information and the AURN Hotline number. The Employer thereafter will determine whether disciplinary action is warranted.

**6.10.8 Documentation.** Upon request, the Association will be given copies of any documentation used to support discipline of a nurse, provided that the Employer has the right to withhold identifying patient information.

**6.10.9 Unauthorized absence from duty.** Any unauthorized absence of an employee from duty shall be deemed to be an absence without pay and may be grounds for disciplinary action. Any employee who is absent without authorization for two (2) consecutive scheduled workdays may be deemed to have resigned after a review by Human Resources. When extenuating circumstances are found to have existed, however, the Employer may authorize such absence by a subsequent approval of leave with or without pay.

**6.10.10 Prohibited basis for disciplinary action.** No employee shall be subject to disciplinary action or separation for:

- a. Disclosure, not prohibited by law, of violation of laws or OHSU policies by the Employer or its agents.
- b. Adherence to the Nurse Practice Act (ORS Chapter 678).
- c. Adherence to the Oregon Administrative Rules Chapter 851 established by the Board of Nursing pursuant to the Nurse Practice Act.

**6.10.11 Time entry and nurse locator systems.** Employees shall not be disciplined based solely upon data obtained from any time entry or nurse locator system.

**6.10.12 Limit on pay reductions.** Reduction in pay for employees who are at the first step of the salary range shall not exceed the equivalent of one (1) step and shall not continue for a period greater than one (1) month.

**6.10.13 Employees' non-compliance with requirements.** The Employer shall provide a reasonable opportunity for employees to obtain their required education, preferably during the employee's normal hours of work, or as authorized paid time, away from patient care responsibilities. Such opportunity will also be afforded to nurses who are returning from protected leave and prior to performing patient care. 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 or until the conclusion of any pre-disciplinary proceeding. 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.



## **6.11 Personnel Files.**

**6.11.1 Inspection.** An individual employee, or the employee's authorized representative, may inspect the employee's personnel file(s) except for confidential reports from previous employers. Employees requesting additional copies of materials from their personnel files will be assessed a reasonable copying charge as established by University policy.

**6.11.2 Personnel file contents.** Records pertaining to an individual's qualifications, personnel actions, performance evaluations, commendations, warnings, or other disciplinary matters shall be contained in the personnel file.

**6.11.3 Removal of materials.** Written disciplinary notices and documented coachings for conduct other than theft, willful misrepresentation, conduct threatening or endangering the safety of others in the workplace, or discrimination, harassment or assault/violence (as defined by law) against another person, shall not be considered for purposes of progressive discipline after two (2) years, provided there have been no incidents of a similar nature in the interim. Upon written request of the nurse to Human Resources after the above-referenced 2-year period has passed, disciplines, coachings, and work improvement plans shall be removed from the nurse's personnel file.

**6.12 Exit Interviews.** Nurses terminating employment with the Employer will be offered an exit interview (which may be in survey form). Nurses changing departments may request an exit interview (which may be in survey form).

**6.13 Final Paychecks upon Termination.** When a regular employee is discharged or an employee is terminated from initial trial service, the Employer shall deliver the final paycheck to the employee at the same time, and in the same manner as the written notice of such action. When an employee voluntarily resigns, the employee shall receive his/her final paycheck on the next regularly scheduled payday.

**6.14 Employee Assistance Program.** The Employer shall provide an employee assistance program to employees and families. Utilization of this program will be confidential.

**6.15 Contracting Out.** The Employer may determine to contract or subcontract work, provided that, if the work is presently and regularly performed by employees in the bargaining unit, the Employer agrees to notify the Association and to negotiate, upon request by the Association, the decision and its impact prior to implementation. Such notice and bargaining shall occur in accordance with ORS 243.698. If the Association requests to bargain over the decision, then bargaining over the decision and its impact shall occur concurrently. It is specifically understood that such negotiations are not required in (1) emergency situations or (2) where the impact is minimal.

**6.16 Removal of Functions from Bargaining Unit.** Should the Employer determine that a function or functions performed by a registered nurse should be removed from or transferred outside of the bargaining unit, the Employer will be responsible for submitting the proposal to all members of the AURN/Management Cooperative Committee as set forth in Section 27.2 to provide them an opportunity for review and comment. Within thirty (30) days of

receipt of the proposal, the Association's representatives on the committee may call a meeting of the entire committee to present comments and recommendations on behalf of the represented employees.

**6.17 Nurse Staffing Law.** The Employer and registered nurses will act in compliance with Oregon's hospital nurse staffing law, ORS 441.151 through 441.192. At least twice per year the CNE or the CNE's designee shall, at the request of the Nurse Staffing Committee, meet with that Committee at one of its scheduled meetings.

**6.17.1 Staffing Plans.**

1. Establish a unit's staffing levels, including during meals and breaks.
2. Include a mechanism to measure patient acuity and nursing work intensity.
  - a. A patient acuity and workload intensity tool is to be agreed upon by UBNPC consensus, and included with the staffing plan submission.
3. The Employer will maintain appropriate staffing levels on each unit, supported by the acuity and intensity outlined in Section 6.17.1(2), for the duration of the shift.

**6.17.2 Nurse Staffing Law/Committees.** UBNPC members shall receive an additional 500 hours per fiscal year starting July 2021 for relevant work done outside of the UBNPC meeting time that is preapproved by the member's manager, including developing and implementing staffing plans and monitoring the unit's nurse staffing. The Employer will not unreasonably deny UBNPC members additional work hours for work related to nurse staffing.

**6.17.3 Nurse Staffing Plan Reviews.** If there is an inability to gain agreement on a plan the UBNPC may conduct a non-binding majority vote as specified in 27.3.2.b.

## **ARTICLE 7 - HOURS OF WORK**

**7.1 Work Period and Work Day.**

**7.1.1 Work period.** The standard work period shall consist of forty (40) hours in an established time of seven (7) consecutive twenty-four (24) hour periods. An alternative work period consisting of eighty (80) hours in an established time of fourteen (14) consecutive twenty-four (24) hour periods may also be adopted.

**7.1.2 Workday.** For employees working a standard work period, scheduled shifts consisting of between four (4) and twelve (12) consecutive hours of work, except for interruptions for meal periods, shall constitute a workday. For employees working an alternative work period of fourteen (14) days, the workday shall be no more than eight (8) hours, except for interruptions for meal periods. Any other workdays will be adopted only upon agreement, in writing, of the Employer and the Association.

**7.1.3 Twelve-hour shifts.** Twelve-hour shifts may be initiated by the Employer in a unit, subject to the following provisions:

- a. Employees who work 12-hour shifts will, consistent with Section 9.1.1, be paid overtime for all hours worked in excess of 12 in a day or in excess of 40 in a work week.
- b. Employees working 12-hour shifts will be provided meal and rest periods consistent with Section 7.4, including three (3) 15-minute rest periods.
- c. The Employer will establish a 12-hour shift starting time consistent with the operational needs of the unit.
- d. Notwithstanding any other provision in this Article 7, an employee may consent, but may not be required, to work more than three (3) consecutive 12-hour shifts.
- e. Nurses shall not be required to transition to 12-hour shifts without their consent except in the event of a unit restructure, in which case the Employer will not require all nurses on a unit to transition to 12-hour shifts without the Association's consent, which shall not be unreasonably withheld.
- f. When consistent with operational need, the Employer will consider the requests of employees who desire to change from 12-hour shifts to shifts of a shorter length.
- g. When an open position exists on units where a mixture of 12-hour shifts and shifts of a shorter length currently exist, a mixture of such shifts will be maintained if, and to the extent that, the schedules of shorter length shifts can be coordinated to provide the necessary staffing coverage on the unit.

## **7.2 Scheduling of Work.**

**7.2.1 UBNPC involvement.** Each department's Unit Based Nursing Practice Committee will be permitted the opportunity to provide recommendations in the following areas in the development and implementation of unit specific scheduling practices:

- a. Identifying a deadline for submitting requests for time off (with the exception of vacations) before/after the schedule is posted;
- b. The distribution of open/available shifts, selecting the most cost effective staffing option(s) available;
- c. The methodology for completing the schedule (e.g., a single individual responsibility, each shift is responsible for their own);

- d. An assessment, in conjunction with its review of the Staffing Plan, of the optimum projected number of staff needed to cover the unit or department, sick time usage, staffing alternatives such as self-scheduling and more full-time, part-time and/or resource positions, and on-call scheduling and utilization;
- e. The mechanism used by staff for trading shifts after the schedule is posted;
- f. Staffing and scheduling options, including those which may change the pattern of scheduled shifts and/or change the number of weekend shifts staff would need to work;
- g. Problem-solving of scheduling issues; and
- h. The assignment of holidays noted in Section 9.3.3 in compliance with Sections 7.2.2 and 24.1.c. In establishing this practice the UBNPC shall take all constituent opinion into consideration.

**7.2.2 Order of scheduling.** Employees shall be scheduled for work in the following order:

- a. Regular nurses fulfilling their FTE requirements. This category includes nurses filling regular FTE positions on a temporary or interim basis. The Employer will prepare an initial schedule with nurses from the home unit before assigning nurses from other units.
- b. Traveler nurses with a multiple week contract
- c. Temporary nurses
- d. Resource nurses meeting their minimum shift obligation
- e. Regular nurses working above their assigned FTE at the regular rate of pay (including nurses opting to work without CNI pay on a critical need incentive shift)
- f. Resource nurses working beyond their minimum shift obligation
- g. Regular nurses working a critical need incentive shift
- h. Nurses working overtime (over 40 hours or scheduled shift length) or double back (when not part of their FTE requirement)
- i. Daily assigned (per diem) agency nurses

Traveler or agency nurses referenced above may be hired to fill a posted temporary or interim staffing need that qualified Resource Nurses have not chosen to fill. Any non-

temporary position filled by a traveler or agency nurse must remain posted until filled by a regular nurse or vacated by the traveler/agency nurse.

**7.2.3 Posting of schedules.** Work schedules of employees who have completed their Transition to Practice Program or their orientation period shall be posted at least twenty-eight (28) days in advance of their effective date. Changes to a posted work schedule may only occur in the event of an emergency; to provide an employee with transitional duty while recovering from an on-the-job injury; or return an employee from administrative leave; or with the nurse's consent, or as specifically provided elsewhere in this article. On-call schedules in mandatory scheduled call units shall be posted at least twenty (20) days in advance of their effective date, subject to the same exceptions described above. Nurses may voluntarily request and/or consent to be scheduled to work in excess of five (5) consecutive 8-hour days, but shall not be required to do so except in cases of emergency. Nurses outside the unit may request to fill open shifts seven (7) days after posting of the schedule.

**7.2.3.1 Transition to Practice participants and orientees.** Initial work schedules for nurses in Transition to Practice program or orienting to a new position will be established and communicated upon hire or transfer. Changes to the schedule will occur by mutual agreement with the nurse or, if agreement is not reached, by notice to the nurse of at least seven (7) days (fourteen (14) days in the event of a shift schedule change). The Employer shall make a good faith effort based on skill mix to place nurses who are working independently into their permanent hired positions within three (3) months after completion of the Transition to Practice Program. In the event a nurse cannot be placed within three (3) months, the Employer will provide a specific date for placement.

**7.2.3.2 Guidelines.** Notwithstanding any other provision in this Agreement, nurses shall have the option to select work schedules, including on-call schedules, in accordance with the Employer's Direct Patient Care Staff Schedule Policy and the related Procedural Guidelines Letter of Agreement.

**7.2.4 Temporary assignments.** If the operating requirements of a unit require employees to be temporarily reassigned from their normal schedule, volunteers will be solicited. If there are no volunteers, the least senior qualified employee will be reassigned. If an employee is reassigned from his or her normal schedule pursuant to this provision, the employee will be returned to his or her former schedule when the operating requirements that caused reassignment no longer apply.

**7.3 Adjustment of shift lengths.** Employees may, in accordance with the regular work schedule posting process, have their shift lengths adjusted based on operational need of the unit. Such shift length changes shall not cause an involuntary change of an employee's FTE. Employees currently working shifts of eight (8) or more hours will not be involuntarily changed to shifts of less than eight (8) hours per day. This provision does not apply to shift curtailments under Section 7.12 or to involuntary reductions under Article 20.

## **7.4 Meal and Rest Periods.**

**7.4.1 Meal periods.** Employees are entitled to a non-duty, unpaid meal period of one-half (1/2) hour during each workday. Meal period coverage will be assigned as necessary in the course of making shift assignments. Employees required to be on duty during a meal period will be compensated.

**7.4.2 Rest periods.** Employees shall be provided a fifteen (15) minute rest period for each four (4) hours worked. Whenever possible, employees will be allowed to take their rest periods away from the immediate work area. At the Employer's discretion, rest periods may be combined with meal periods or taken prior to the end of the shift.

The Employer will make every effort to provide relief so that rest periods may be taken. When, despite such effort, none of the options for allowing rest breaks at alternative times is feasible because of the operating requirements of the Employer, the employee will be compensated at the straight time rate of pay.

**7.4.3 Lactation Breaks.** The Employer shall act in compliance with all applicable laws pertaining to Lactation Breaks.

**7.5 Rotation of Shifts.** Except on a voluntary basis, nurses will not be required to rotate shifts. In the event of an emergency, however, where a temporary shift change becomes necessary due to the operating requirements of the Employer, employees will be assigned first on a voluntary basis and then in inverse order of seniority unless a specific skill set is needed that a less senior nurse does not possess thus necessitating the need to assign a more senior employee.

**7.6 On-Call.** On-call is a method of contingent staffing used to provide staff as a response to emergency or after-hours needs, supplementing regularly scheduled RNs. On-call hours will be equitably distributed for each department according to the number of on-call hours required and the number of FTE registered nurses in the department authorized to take call. Equitable distribution shall be interpreted broadly to meet the unique needs of each department. Each department's on-call standard will be established by the UBNPC and the manager. Registered nurses shall take call for patient populations for whom they are qualified to care. Reasonable efforts will be made to avoid using on-call staff to cover for unscheduled absences. On-call scheduling is discussed in Article 7.2.3.

**7.6.1 Mandatory scheduled call units.** Scheduled call shall be mandatory for all Perioperative Services units, Adult Trauma ICU (limited to one (1) twelve-hour shift per nurse per scheduling period), PANDA, Care Management, Interventional Radiology, Cardiac Cath, Non-Invasive Cardiology, Home Infusion, Apheresis, and Transplant Coordinators. The employer will make a good faith effort to avoid mandatory call. If the need still exists to add mandatory call to a unit, the parties shall meet to bargain this issue within thirty (30) days of the Employer's notice. In the above-named units, call shall be assigned on a consensus-based UBNPC model or, if no such model yet exists on the unit, first on a voluntary basis and then on an equitable rotational basis (broadly defined per Section 7.6 above), in inverse order of seniority.

**7.6.2 On-call staffing in acute care units.** In each acute care unit, the UBNPC will assess whether the current on-call system on the unit is meeting the unit's staffing needs. If either the UBNPC or the unit manager determines that the current system on the unit is not meeting those needs, then the UBNPC will meet to pursue alternative methods for meeting the unit's staffing needs. If these efforts are not successful within three (3) months thereafter, the Employer will notify and offer to bargain with the Association over a new method for meeting the unit's staffing needs, and the parties will proceed in accordance with ORS 243.698.

**7.6.3 Voluntary On-Call Staffing in Adult ICU.** A voluntary call system will be established in the Critical Care Cluster (including NSICU, MICU, CVICU, TSICU). Critical Care Specialty Float Pool nurses shall sign up for voluntary call shifts in their float pool through the staffing office.

UBNPC's within the Critical Care Cluster, using an evidence-based approach, will evaluate the system annually in conjunction with the applicable staffing plan. The system will be reviewed as needed by the AURN Cooperative Committee. If the objectives for the call system have not been met after a minimum of six (6) months, the Employer will notify and offer to bargain with the Association over a new method for meeting the cluster's staffing needs and the parties will proceed in accordance with ORS 243.698.

Nothing in this section shall be interpreted to limit the Employer's right to establish and maintain voluntary call programs.

**7.6.4 On-call following shift cancellation.** In the Adult Intensive Care Units (ICU's) and the Labor & Delivery Unit, the Employer may require employees whose shift(s) have been canceled to remain on-call for the first four (4) hours of their shift(s) or one-half (1/2) of the length of their shift(s), whichever is greater. This applies to regularly scheduled shift(s) for regular and resource employees. Once called in, the employees are obligated to work the duration of the shift(s) they were originally assigned (unless released by the charge nurse). They shall receive on-call pay, including the on-call differential, for all hours worked on the originally scheduled shift. Released employees will not be required to be on-call for the remainder of their assigned shift unless they volunteer.

**7.6.5 Modified mandatory call for senior nurses.** Nurses with seniority of twenty (20) years or more shall be allowed the opportunity to have a reduced mandatory call obligation on their unit. The extent of the reduced obligation will be dependent on the number of senior nurses on the unit and the unit's operating requirements, as determined by the manager in collaboration with the UBNPC.

**7.6.6 On-call conditions.** When an employee, including a resource nurse, is to be on-call, the following conditions shall apply:

- a. The employee is required to leave word with the Employer where she/he can be contacted during a specified period of time or carry an active paging device as provided by the Employer; and
- b. The employee is required and must be prepared to immediately commence full-time work if the need arises.

**7.6.7 Work on next scheduled shift.** An employee who works while on call prior to the employee's regularly scheduled shift, and who wishes to have a sufficient period of rest prior to returning to work for the scheduled shift, may request not to work a portion of that shift. The employee must make the request no later than the end of the on-call time worked, and must receive confirmation of the employee's request from the Employer. The Employer agrees to make every reasonable effort to grant the employee's request. The Employer may require the employee after eight (8) hours of rest (ten (10) hours of rest if the employee has worked 12 hours or more within a 24-hour period) to report to work for the remainder of the employee's scheduled shift. When time off is granted, an employee may choose to use paid time off (i.e., either holiday/vacation time or comp time) or take leave without pay. Such utilization shall not count as an occurrence under the Employer's attendance policy.

**7.6.8 Annual review.** On-call scheduling and utilization will be reviewed annually consistent with budget time lines to determine the appropriate number and distribution of FTEs.

**7.7 Standby Shifts.** A nurse shall be on standby status when she/he is required to be available for work outside her/his normal working hours. The term "available" shall mean waiting in readiness at the Employer's facility with no previously assigned cases or tasks. An OR Registered Nurse shall be considered qualified for OR standby status if she/he has a minimum of one (1) year of OR experience, or less than one year if mutually agreed to by the nurse and the Employer, and has completed orientation.

**7.8 Weekend Scheduling.** It is the policy of the Employer to schedule those nurses who so desire every other weekend off, with the exception of those nurses who have signed an authorization to work consecutive weekends. Nurses who have volunteered to work consecutive weekends may withdraw such authorization upon two (2) weeks' written notice prior to the date a new schedule must be posted.

**7.8.1 Requests for extra weekend shifts off.** All RNs with twelve (12) years or more seniority may request and be granted, in order of seniority, extra weekend shifts off. These shifts will be granted, in the manager's discretion, after vacation requests have been approved and operating requirements of the unit have been met.

**7.9 Clean-up Time.** Registered nurses who are required to wear special clothing in order to perform their assigned work shall be permitted a maximum of seven and one-half (7½) minutes, at the beginning of the shift and at the end of the shift, to clean up and to change clothes.



**7.10 Modified Operations.** The Employer may, in its discretion, decide to modify its operations for safety and security reasons, including natural disasters, pandemics, local and regional emergencies, and periods of inclement weather conditions. During modified operations the Employer may close selected portions of its operations, redeploy or cancel schedules of staff whose classification is not a critical function as defined under the Employer's Modified Operations. In the event of modified operations being declared by the President or their designee, the following rules shall apply in lieu of the provisions of Section 7.12.3:

**7.10.1** If the employee reports for her/his regularly scheduled shift without having received, at least one (1) hour prior to the start of the employee's shift, either actual or constructive notice that his or her work area is closed, then she/he shall be paid for the full shift of work.

**7.10.2** When modified operations require the closing or curtailing of operations after the employee reports to work, the employee shall be paid for the remainder of her/his work shift. If the employee requests to stay at the work site, the Employer will make an effort to arrange overnight lodging at the work site.

**7.10.3** When the employee's work area remains open the employee shall suffer no loss of pay if she/he misses less than two (2) hours of work due to the inclement weather, provided the employee has made every reasonable effort to report to work as scheduled. Employees arriving late by two (2) hours or more shall be paid based upon actual hours worked.

**7.10.4** When the employee's work area remains open but the employee is unable to report to work because of conditions related to the modified operations (such as public transportation closures), the employee may use vacation or compensatory time or take leave without pay. At the discretion of the immediate supervisor an employee may make up time lost, provided it does not require the payment of overtime or premium pay.

**7.10.5** If the Employer provides or pays for an employee's transportation to work during modified operations because of a need to have the employee at work, then the Employer will also provide or pay for the employee's transportation home at the end of the employee's shift.

**7.11 Inclement Weather When Modified Operations Not Declared.** Because of the nuances of weather patterns and events, there are times OHSU itself may not be adversely impacted to a large degree by inclement weather though the locale of a nurse or nurses may be. However, for the individual nurse there is no difference in whether Modified Operations is declared or not.

While OHSU is running normal operations, an individual nurse may find that inclement weather has created adverse conditions for his/her personal commute to work at OHSU. Policy and contractual protections (7.10.3; 7.10.4) afford the individual nurse the agency to manage the undeclared weather event in their own and OHSU-shared best interests of personal safety. It is the responsibility of the nurse to stay informed about potential severe weather conditions and make appropriate plans to safeguard against transportation issues as is possible.

**7.12 Job Share.** Employees may submit to their immediate supervisor requests to job share within their shift and unit. The supervisor has the right to approve or deny the request. The supervisor's decision may be based on a variety of factors, including cost to the Employer and operational need. Within that context, job share arrangements shall be posted on the unit and be approved based upon seniority in an equitable manner.

**7.12.1 Withdrawal of job share participant.** If a job share participant resigns or transfers from the job share position, the remaining position portion will be posted on the unit. If no one bids upon the remaining portion, the remaining nurse must return to the original position FTE.

**7.13 Shift Curtailment and Cancellation.**

**7.13.1 Shift curtailment.** Shift curtailment occurs when an employee does not work a portion of his or her scheduled shift due to lack of work. Nurses will be allowed to finish work for the day including charting and other documentation. In procedure units, a reasonable effort will be made to provide advance notice; however, no such advance notice is required. The Employer will not adjust the regular start time(s) of a shift(s) to avoid double back eligibility as outlined in Section 9.2. However, if an employee is curtailed during the last hour of the shift, the employee remains eligible for double back pay per Section 9.2. Employees shall not be curtailed more than once during any given shift. Employees may utilize accrued leave or leave without pay, at the employee's discretion, for all curtailed hours.

**7.13.2 Shift cancellation.** A shift cancellation occurs when an employee does not work any portion of the scheduled shift because of lack of work. The Employer may place the Adult Critical Care and Labor & Delivery employees on-call consistent with the provisions of Article 7.6.3. Other employees may choose to be on-call at the Employer's request, or remain at home using accrued leave or leave without pay at the employee's discretion.

**7.13.3 Report pay and notice requirements.** An employee who reports to work for a scheduled shift without having received notice of shift cancellation or is curtailed will be paid for a minimum of four (4) hours or one-half (½) of her/his scheduled shift, whichever is greater. An employee who receives notice of shift cancellation at least two (2) hours prior to the beginning of the scheduled shift is not entitled to any minimum pay for the scheduled shift. An employee who receives notice of shift cancellation prior to reporting to work but less than two (2) hours prior to the beginning of the scheduled shift will be paid for a minimum of two (2) hours. The obligation to pay under this paragraph will not apply when interruptions of work are caused by a condition leading the Employer to declare modified operations, except as provided in Section 7.10. Nothing herein is intended to deny the Employer the right to require the employee to work during the period for which the employee is being paid.

**7.13.4 Lack of work on a holiday.** If a department anticipates a lack of work on or adjacent to a holiday, it shall make a reasonable effort to so notify employees. When there is a general closing of a department for a day, on or adjacent to a holiday, the

Employer will not be expected to grant the right to work to any employee in that department on that day. However, when work is available, an employee may make up the time, upon approval of the manager, provided it is in the same work week or extended work week and the work does not result in the payment of overtime.

**7.13.5 Individual maximums.** Curtailed FTE hours and shift cancellation hours, in the aggregate, shall not exceed forty-eight (48) hours per month nor two hundred eighty-eight (288) hours per fiscal year per employee. Curtailment or cancellation from a shift other than a nurse's regularly scheduled FTE shift shall not count toward these maximums. If an employee agrees to shift curtailment or shift cancellation on a voluntary basis, those hours shall count toward these maximums. Nurses may choose to exceed these individual maximums.

**7.13.6 Continuation of benefit accruals.** Nurses can code their time in the Employer's timekeeping system when they have the technical ability to do so, no later than July 1, 2021. Employees' seniority and other accrued benefits shall accrue on all curtailed and canceled hours from a nurse's FTE shifts (including required time off due to holiday-related closure of a unit), regardless of whether the employee elects to use paid time off benefits. Starting on July 1, 2021, nurses who are canceled or curtailed who choose to take the time unpaid with benefit accruals (REQ) shall directly code it as such in Kronos or, in extenuating circumstances, by completing a manual time correction.

**7.13.7 Order of curtailment/cancellation.** The order of employees to be curtailed/canceled shall occur in the following manner:

- a. Daily assigned (per diem) agency nurses.
- b. Nurses working a critical need shift in addition to working overtime (over 40 hours or scheduled shift length) or double back (not part of FTE requirement)
- c. Nurses working overtime (over 40 hours or scheduled shift length) or double back (not part of FTE requirement)
- d. Nurses working a critical need incentive shift or other work incentive
- e. Volunteers
- f. Resource nurses working beyond minimum shift obligation ("resource other") or nurses working beyond FTE requirement ("regular other") who signed up after the schedule was posted (to be curtailed/canceled in inverse order of sign-up)
- g. Resource other who signed up prior to the posting of the schedule
- h. Regular other who signed up prior to the posting of the schedule
- i. Resource nurses working minimum shift obligation

- j. Laid off nurses (in accordance with Section 20.5)
- k. Temporary nurses
- l. Traveler nurses with a multiple week contract
- m. Nurses fulfilling their FTE requirements (including nurses working a double back during their regularly scheduled shift and nurses filling interim positions)

Curtailment/cancellation shall occur on a rotational basis, in inverse order of seniority, except where operational needs of the unit may require otherwise. A regular nurse on the unit shall not be curtailed or cancelled for work on that unit before a Float Pool nurse. The intent of this provision is that nurses who are curtailed/canceled one day shall not be curtailed/canceled again until all other nurses regularly scheduled for that shift have been curtailed/canceled for approximately the same number of hours within the current fiscal year. Volunteer hours shall count in the rotation tally. Nurses who are canceled and who then find work in another area may not count the hours as part of a cancellation rotation.

**7.13.8 Cancellation and Curtailment Process for Adult ICU.** The Employer will maintain a cluster based cancellation and curtailment process in the Adult ICUs. The administration of cancellation/curtailment will be in accordance with Section 7.13.7, except that it will be managed at the cluster level and shall include all registered nurses staffing the Adult ICUs and the Critical Care Float Pool. A regular nurse on the unit may be curtailed or cancelled for work on that unit before a Float Pool nurse using the cluster level process. Charge nurses on the unit are responsible for advising the staffing office of the names of the nurses actually cancelled or curtailed for tracking purposes.

#### **7.14 Predictable Temporary Unit Closures.**

If work in a unit or units is temporarily interrupted, thereby causing temporary closure of the unit(s), the following provisions will apply:

- 1. In the event of a predictable temporary unit closure that exceeds five (5) days, the following process will take place.
  - a. Nurses in the closed unit will be notified at least twenty-four (24) hours if not sooner in advance of the start of the temporary closure.
  - b. The Employer will offer to impacted nurses the opportunity to take vacation time during the closure period. The options in subparagraphs c and d below apply to nurses who do not exercise this option.
  - c. Nurses may elect to take other voluntary time off or elect a combination of time off and work. In order to allow the Employer a reasonable opportunity to schedule effectively, the election will be made in advance and will apply to the

entire closure period. The Employer and the Association will coordinate their efforts in seeking volunteers to take time off.

- d. All elections to take other voluntary time off will be managed in blocks of time of at least three (3) scheduled work days during the time the nurse normally would have been scheduled to work.
- e. Previously granted time off during a closure will not be rescinded without the nurse's consent, even if there is a change in the projected closure period.
- f. Nurses are otherwise expected to report as scheduled for assignment to units where they are qualified to work or to clinically related units where they are being offered cross-orientation.
- g. A nurse is accountable for adherence to the elections he or she has made for the entire closure period. A nurse may request during the closure a change to the elections he or she has made. The Employer may approve the request but is not obligated to do so.
- h. Regular nurses will have the opportunity to displace resource nurses on the work schedule if qualified to perform the work.
- i. All involuntarily cancelled hours during a unit closure will count toward nurses' individual maximums.
- j. All voluntary cancellation hours among impacted nurses will count toward the individual maximums.

2. Temporary closure of a unit within the Adult Critical Care cluster will result in a reallocation of the work among nurses in the cluster, including float pool nurses. The rotational basis for cancellation will apply cluster-wide.

3. In accordance with Section 7.13.6 of the parties' Agreement, nurses' accrued benefits will accrue on all cancelled hours during a temporary closure.

4. The Employer maintains the discretion to determine whether a reduction in personnel is necessary at any time during a unit closure. In the event that a unit closure exceeds sixty (60) days, however, the Association may, on behalf of nurses impacted by the closure, require that the Employer invoke the layoff procedure in Article 20.

## **7.15 Floating.**

**7.15.1** Nurses required to float within OHSU inpatient or outpatient areas will receive adequate orientation. Unit orientation will be developed by UBNPC's.

**7.15.2** Nurses required to float shall receive a patient assignment taking into account the nurse's training and experience. Nurses shall seek guidance for those tasks or procedures for which they have not been trained. Nurses who encounter difficulty related to floating should report these to the appropriate nurse manager. Unresolved issues may be referred to the UBNPC or PNCC for review and follow-up as necessary.

**7.16 Specialty Float Pool Structure.** Staffing shall be by specialty cluster in accordance with Float Pool job descriptions. Specialty clusters may be subject to future expansion to include, in the Employer's discretion, designated ambulatory care units and additional inpatient units.

## **ARTICLE 8 - WAGES**

**8.1 Wage Rates and Relevant Education Recognition Differential.** Nurses covered by this Agreement shall be compensated at the wage rates set forth in Appendix A hereto. A relevant baccalaureate degree is recognized by a salary differential that is 4.75% higher than the base salary. A relevant Master's degree is recognized by a salary differential that is 9.5% higher than the base salary. The wage scale for the Nurse Practitioner classification, which has the Master's level preparation built into the compensation structure, is 32.0% higher than the base salary. The wage scale for Resource Nurses is 15.0% higher than the base salary for regular nurses. Each of these salary rates constitutes a nurse's straight rate of pay for purposes of applying premium pay rates.

**8.1.1** A Baccalaureate degree in Nursing is the only relevant baccalaureate degree. Completing courses that would meet the qualifications for a baccalaureate degree in the RN to MSN, RN to DNP, or RN to Ph.D. program is deemed the equivalent of a Baccalaureate degree in Nursing.

**8.1.2** A Master's degree in Nursing is deemed to be a relevant master's degree. The relevance of any other master's degree must be justified. Consideration of relevance will include, but not be limited to, such factors as composition of courses, course content, relationship to nursing practice in general, and relationship to specific job responsibilities. A Master's degree in a healthcare related field, including all OHSU School of Nursing graduate degrees, is presumed to be relevant, and a Master's degree in a non-healthcare related field is presumed to be not relevant.

**8.1.3** Approval of the educational differential for BSN and MSN requires presentation of the diploma or transcript, showing receipt of the degree from an accredited college or university. For other degrees, a transcript and appropriate justification statement must be provided to the Chief Nurse Executive for approval. When an educational differential is approved for an individual nurse, it will be effective the first full payroll period after submission, and will continue throughout the term of the nurse's continuous employment at OHSU.

**8.2 Steps Progression.** Progression through the salary range for nurses shall be one step at a time and shall occur on an annual anniversary basis, consistent with the provisions in

Appendix A. The step increase shall be effective at the beginning of the pay period following the nurse's salary adjustment date.

### **8.3 New Hires.**

**8.3.1 Credit for prior experience.** Employees who are qualified by virtue of previous experience may be placed at the longevity step appropriate to the employees' years of experience as a registered nurse. Step placement shall include, where applicable, years' credit toward advancement to the next step. Nurses shall receive written notice of their step placement, date of projected step advancement, and rate of pay no later than thirty (30) days following commencement of their employment.

**8.3.2 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.

**8.4 Economic Rewards.** The Employer agrees to notify the Association of any proposed lump sum bonus or economic reward. In such case, the provisions of ORS 243.698 shall apply and the provisions of Article 23, Strikes and Lockouts, will be waived. Such mid-term bargaining shall not commence within 180 days prior to the expiration of this Agreement.

**8.5 Travel Expenses and Allowances.** Travel expenses and allowances will be in accordance with the Employer's policies. In the event that the Employer seeks to make a substantive change in its policies, it will notify the Association of such change at least thirty (30) days prior to implementation, and will bargain upon request regarding such change. Notwithstanding the provisions of this paragraph, however, mileage shall be reimbursed at the prevailing IRS rate.

## **ARTICLE 9 - OVERTIME AND PREMIUM PAY**

### **9.1 Overtime.**

**9.1.1 Definition of overtime.** Overtime for employees working a standard 40-hour work period is time worked in excess of (1) the employee's regularly scheduled shift, provided the shift is not less than eight (8) hours, or (2) forty (40) hours per week. Overtime for employees working an alternative 80-hour work period is time worked in excess of eight (8) hours in a day or eighty (80) hours in an established time of fourteen (14) consecutive twenty-four (24) hour periods.

**9.1.2 Overtime rate.** All eligible employees shall be compensated for overtime at the rate of time and one-half (1 ½) their regular hourly rate of pay as defined under applicable wage and hour law. No application of this article shall be construed or interpreted to provide for compensation for overtime at a rate exceeding time and one-half (1 ½), or to effect a "pyramiding" of overtime, i.e., time and one-half of time and one-half.

**9.1.3 Double time.** Employees who work over sixteen (16) consecutive hours shall be paid double time for each consecutive hour or fraction of in excess of sixteen (16) hours. Double time shall be paid at the overtime rate of time and one-half (1-½) the regular rate of pay plus an additional one-half (½) the straight rate of pay.

**9.1.4 Calculation of overtime.** All time spent on-call but not called into work and all overtime hours will not be counted as time worked in the calculation of overtime. All other hours worked by an employee will be counted in the calculation of overtime.

**9.1.5 Avoidance of overtime.** The Employer has developed staffing procedures and guidelines which minimize the need for nursing personnel to work overtime shifts on a mandatory basis. Staffing procedures include the identification of staffing deficiencies as early as possible and the pursuit of non-overtime available resources. Local agencies that provide daily coverage will be contacted and utilized to prevent mandatory overtime.

**9.1.6 Mandatory overtime.** The Employer will act in accordance with ORS 441.166, which limits and regulates circumstances under which hospital nurses may be required to work overtime. Should it ever become necessary for an employee to work a mandatory overtime shift, the Employer agrees to equitably distribute such work according to its procedures and to compensate the employee at two times (2x) the employee's regular hourly rate of pay for all such hours worked. This provision equally applies to employees volunteering for identified mandatory overtime shifts. Individual bargaining for the purpose of securing payment of double time in a non-mandatory overtime situation is prohibited.

**9.2 Double Back Pay.** The Employer shall pay double back at time and one-half (1½) the employee's straight rate of pay when an employee, including a resource nurse, is requested by the Employer to return to work within eight (8) hours or less from the employee's previously scheduled shift.

**9.2.1 On-call hours worked.** For purposes of this article, on-call hours worked will constitute a shift and serve as the last hours worked in counting the eight (8) hours between shifts. Employees may, however, be called in to work from on-call status up to three (3) hours contiguous to the start of their regularly scheduled shift, without the Employer incurring double back liability when the need prompting the call-in results from an unscheduled event. Employer relief from double back pay under this exception is limited to one (1) shift per nurse in a rolling three (3) month period.

**9.2.2 Non-qualifying events.** Work performed at the request of a nurse or of other nurses or as a result of trades, or attendance at a voluntary meeting or educational event, shall not be deemed an event that disrupts an otherwise unbroken 8-hour rest period between shifts.

**9.2.3 Work in advance of shift.** Nothing in this article will obligate the Employer to pay double back to nurses not assigned call who, with a break of eight (8) or



more hours between regularly scheduled shifts, agree to report for work early, regardless of the number of hours worked preceding their shift.

**9.2.4 Waiver.** A nurse may choose to waive double back pay under this section if the nurse chooses (1) to schedule a four (4) hour call shift next to the nurse's scheduled shift, or (2) to attend a mandatory meeting or educational event adjacent to his or her regularly scheduled shift.

### **9.3 Other Forms of Premium Pay.**

**9.3.1 Payment for work while on-call.** An employee who is required to report for work while on-call (whether the call is voluntary or mandatory) shall be paid a minimum of two (2) hours commencing when the employee actually begins work, and shall be paid at a rate of time and one-half (1½) the straight rate of pay for all hours worked, including the minimum two (2) hours. Payment for time spent on-call is discussed in Article 10.3.

**9.3.2 Telephone calls.** Nurses assigned on-call and required to respond to clinically work-related telephone calls or texts as part of their responsibilities shall be compensated at one and one-half (1½) times their straight rate of pay. Time spent shall be compensated in fifteen (15) minute segments per response, except that an employee who receives multiple calls or texts within the same 15 minutes will not receive additional minimum guarantee(s). To receive such pay employees are responsible for ensuring that their time is properly recorded.

**9.3.3 Hours worked on designated holidays.** An employee who works on any of the holidays listed below will be compensated at the rate of time and one-half (1½) his/her straight rate of pay for all hours worked on a holiday shift. A holiday shift is defined as a shift on which at least one-half (½) of the hours worked are on the holiday.

- a. New Year's Day on January 1.
- b. Martin Luther King, Jr.'s Birthday.
- 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. Christmas Day on December 25.

**9.4 Compensatory Time.** A regular employee may elect, in lieu of receiving payment for overtime hours, for hours worked beyond the employee's FTE status or for the premium portion (½ x) of holiday hours worked or on-call hours worked, to deposit in the employee's compensatory time bank the hours worked (including at the rate of time and one-half the actual overtime hours worked, and at the rate of one-half of the holiday or on-call hours worked), up to a maximum of 56 hours. Hours sought to be converted after the maximum has been reached will automatically be paid in cash. Nurses may elect to use available hours from

their compensatory time bank for any allowable use of paid time off, including unscheduled absences.

## **ARTICLE 10 - DIFFERENTIAL PAY**

**10.1 Charge Nurse.** A charge differential in the amount of \$3.50 per hour (\$3.75 per hour effective the first full pay period following July 1, 2022) shall be paid to a nurse who has been assigned charge duties by the Employer for at least two (2) consecutive hours. When charge duty occurs on a holiday worked, the charge differential shall be paid at the rate of time and one-half (1½ x).

### **10.2 Shift Differential.**

**10.2.1 Evening shift.** Employees shall be paid an evening shift differential of \$2.60 per hour (\$2.70 per hour effective the first full pay period following July 1, 2022) for all hours worked between 3:00 p.m. and 11:00 p.m. in inpatient areas, and between 5:30 p.m. and 11:00 p.m. in outpatient areas. The Employer shall notify the Association thirty (30) days in advance of any changes in hours of operation in outpatient clinics which create an evening shift starting at 3:00 p.m. or later, or any change of an inpatient area to an outpatient area. A unit which either offers clinical services on a 24-hour basis, or in which scheduled shifts of greater than ten (10) hours occur, shall not be considered an outpatient area for purposes of this section.

**10.2.2 Night shift.** Employees shall be paid a night shift differential of \$6.00 per hour (\$6.10 per hour effective the first full pay period following July 1, 2022) for all hours worked between 11:00 p.m. and 7:00 a.m.

**10.2.3 Recording of meal period.** For purposes of determining the application of shift differential under this section, an employee's 30-minute meal period will be recorded as having occurred at the end of the employee's scheduled shift.

**10.3 Call Pay.** Time spent on-call shall be compensated at the rate of \$4.75 per hour. On-call pay will continue to be paid, in addition to the appropriate rate of pay, for any time worked during a call shift. If an RN is assigned on-call in excess of forty-eight (48) hours within a four-week posting period, the RN will be compensated at a rate of \$6.00 per hour for all excess assigned hours. On each of the holidays designated in Section 9.3.3, time spent on-call shall be compensated at one and one-half times the normal call rate.

**10.4 Standby Pay.** A qualified Operating Room nurse assigned to "standby" status in accordance with Section 7.7 shall be compensated \$150.00 per eight (8) hour standby shift.

**10.5 Preceptor Differential.** A preceptor differential shall be paid to eligible preceptors in the amount of \$2.00 per hour for each hour worked as a preceptor. Preceptors shall be expected to complete the Division of Nursing Preceptor Education Programs, if such a program is available. A preceptor shall be defined as a nurse who has been assigned by the Employer to act as a preceptor to new RN hires, RNs participating in Transition to Practice

program or student nurses. Charge nurses who meet the foregoing conditions shall similarly be eligible for preceptor pay.

**10.6 Weekend Differential.** A weekend differential shall be payable for all hours worked at the request of the Employer between 11:00 p.m. Friday and 11:00 p.m. Sunday. For each nurse employed as of June 30, 2017, the differential amount payable shall be the amount to which the nurse was entitled as of March 31, 2017, if that amount is \$4.75 or greater. For all other nurses, the amount of the differential for the first four (4) weekend shifts worked shall be ten percent (10%) of the nurse's straight rate of pay up to a maximum of \$4.75 per hour. For all weekend shifts worked beyond four (4) in a posted work cycle, the amount of the differential shall be one and one-half (1 ½) times the nurse's weekend differential rate, unless payment at this higher rate is waived by the nurse.

**10.7 PANDA Transport Allowance.** The Employer shall pay a seventy-five dollar (\$75.00) allowance per transport to each employee assigned to the PANDA transport team, exclusive of any travel expense reimbursement.

**10.8 Float Differential.** Nurses in inpatient and outpatient areas who float off of their home unit at the Employer's request on two (2) or more shifts for four (4) or more hours within any two (2) consecutive workweeks as defined by the Employer shall receive a float differential of \$2.00 per hour for all hours floated during the two-week period. For the purpose of this paragraph, CHO nurses are considered to be in one unit.

**10.9 Specialty Float Pool Differential.** Float Pool nurses who satisfy the eligibility criteria for a specialty cluster and who have at least two (2) years of experience in their specialty shall receive an hourly differential as follows:

**10.9.1** Regular nurses whose FTE status is no less than 0.75, and who agree to work at least four (4) of the holidays (including at least one of the 3 winter holidays) listed in Section 9.3.3, shall receive a differential of \$8.00 per hour. A Float Pool nurse in this category shall not be canceled from a holiday shift before comp/vacation requests are honored in other units where the Float Pool nurse is qualified to work.

**10.9.2** Regular nurses whose FTE status is less than 0.75 but at least 0.5 shall receive a differential of \$4.00 per hour.

**10.9.3** Resource nurses who work a minimum of six (6) shifts per four-week work schedule at the request of the Employer, as defined in Article 24 of the parties' Agreement, shall receive a differential of \$4.00 per hour. Resource nurses in the Float Pool shall not be eligible for any of the differentials set forth in Sections 24.3.1 through 24.3.3.

**10.9.4** Employees in a job sharing arrangement do not qualify for any of the differentials herein.

**10.9.5** Float Pool nurses who are hired into a specialty cluster will be oriented within a 120-day period to all units required to receive payment of the hourly differentials

described above, unless patient and/or co-worker safety on a unit requires an extension of this period up to a maximum of sixty (60) days.

Float Pool nurses who have not yet satisfied the eligibility criteria for one of the specialty clusters, but who have been assigned to the Float Pool, shall receive a differential of \$2.00 per hour.

**10.10 Bilingual Pay.** An employee shall receive an annual bilingual proficiency bonus of \$1,000 per year if (1) the employee is deemed fluently bilingual in English and one of the languages determined by the Employer to be the most prevalent in the Employer's patient population, which may be amended from time to time as determined by the Employer's Language Services Department ("Department") and (2) the employee has passed the bilingual proficiency exam coordinated through the Department. The Department will maintain a current list of languages eligible for compensation under this article and will provide it to the Association upon request.

**10.10.1 Bonus payment.** The bilingual proficiency bonus will be paid in pay period twenty-four (24). To receive the bonus, employees must be on the payroll at least thirty (30) days prior to the commencement of pay period twenty-four (24) and have submitted verification of passing the bilingual proficiency exam to their manager prior to close of the applicable pay period. The effective date of the certificate will determine the year in which the bonus will be paid (i.e., if the effective date is after the commencement of pay period twenty-four (24), the bonus will be paid the following year). Only one bilingual proficiency exam confirmation will be compensated per RN employed at .5 FTE and above.

**10.10.2 Bi-lingual differential.** The Employer shall pay a differential of five percent (5%) of the straight rate of pay to any employee who meets the following criteria:

- a. The employee is not employed by the Department.
- b. The Employer regularly assigns the employee to communicate with the Employer's customers (patients, faculty, and/or staff) in a recognized and approved language other than the English language for a minimum of four (4) hours a week.
- c. The Employer has determined that proficiency in the specified language is an essential element of the job as set forth in the employee's job description.
- d. The employee has successfully completed an appropriate language examination confirming his/her bilingual proficiency in English and the specified language.

**10.10.3 Single benefit.** An employee who is eligible for the bilingual proficiency bonus and the bilingual differential under this section will not be entitled to both benefits, but will be entitled to receive the higher paying benefit.

**10.11 Critical Need Incentive.** The Employer has established a Critical Need Incentive (CNI) to reduce the use of local agency and traveling nurses, and to recognize OHSU nurses when covering difficult-to-fill shifts and peaks in census and acuity which have been identified and posted by the Employer.

**10.11.1 CNI rate.** Nurses working a designated Critical Need Shift shall receive a differential of \$20.00 per hour. CNI rates may not be negotiated individually with a nurse for a specific shift. The Critical Need Incentive rate may be adjusted upward or downward in response to various circumstances, but will not be reduced below the dollar amounts specified in this paragraph. The employer may temporarily increase the CNI rate hospital wide, and will notify the Association within 72 hours. This increase can remain in effect for a maximum of seven (7) days; extensions can be negotiated with the Association. Further, the intent is to fill difficult shifts as early as possible in the scheduling process in order to minimize last minute staffing problems. A higher rate may be established to recognize early sign-up.

**10.11.2 Designation of CNI shifts.** A shift shall be designated a CNI shift on a unit under any of the following circumstances:

- a. Where baseline staffing is ten (10) or less, staffing on the unit is one (1) nurse below the appropriate staffing level, adjusted for census and acuity, as determined by the Employer.
- b. Where baseline staffing is more than ten (10), staffing on the unit is (2) nurses below the appropriate staffing level, adjusted for census and acuity, as determined by the Employer.
- c. As otherwise deemed necessary by the Employer.

Where CNI is to be applied on a cluster basis, a shift shall be designated as a CNI shift where staffing is below the appropriate staffing level for the cluster based on each of the units that comprise the cluster (e.g., if the cluster is comprised of four (4) units where baseline staffing is more than ten (10), automatic designation of CNI shall occur when staffing for the entire cluster is eight (8) or more below the aggregate staffing level for the cluster). The Employer will notify the Association of those areas in which CNI may be applied on a cluster rather than a unit basis.

Once a shift has been identified on a specific unit (including a single unit within a cluster) or an entire CNI cluster as a Critical Need Incentive shift, the designation will remain in effect. Any FTE nurse in the unit or CNI cluster who works the shift as an “extra” shift shall receive the pay differential, regardless of the date he/she agreed to work the shift so designated, unless the nurse elects to waive payment of the differential in order to avoid cancellation/curtailment prior to a resource nurse. However, the Employer may designate a shift on a specific unit in the cluster as a CNI shift for that unit only based on a specific skill set needed for the unit.

**10.11.3 Availability of CNI.** The incentive will be available to regular nurses, including nurses holding interim or temporary positions. To be eligible for the incentive,

a nurse must (1) use the Employer's designated approval process for requesting CNI pay, and (2) work all of his or her regularly scheduled hours, other than hours not worked due to shift cancellation/curtailment or prescheduled paid time off, during the applicable two-week pay period. For purposes of this paragraph, pre-scheduled time off shall include all time approved in accordance with Section 14.3, Bereavement Leave. The incentive will not apply to standby shifts, on-call shifts, to education or meeting time, to a shift picked up for another nurse who is not eligible for CNI, or to shifts of less than four (4) hours. If a CNI shift is curtailed, the Critical Need Incentive will be paid for all hours worked. Cancellation of nurses from a Critical Need Incentive shift shall occur in reverse order of their commitment to work such shift.

**10.12 Referral Bonuses.** The employer shall remunerate employees for referral bonuses offered pursuant to policy.

## **ARTICLE 11 – HOLIDAY AND VACATION BENEFITS**

**11.1 Accrual of Vacation/Holiday Time.** All regular employees are eligible to accrue vacation/holiday benefits. Vacation/holiday time shall be accrued on the basis of hours compensated, including hours compensated from an employee's vacation/holiday leave or sick leave account. An exception will apply when an employee elects, pursuant to Section 9.4, to bank hours worked as compensatory time in lieu of cash payment, in which case vacation/holiday time shall accrue on the hours worked (rather than hours later compensated from a compensatory time bank). Vacation/holiday time shall not accrue on on-call hours or on hours cashed out. Vacation/holiday shall accrue at the following accrual rates:

<b>Years of Service</b>	<b>Accrual Rate</b>	<b>Maximum Annual Vacation/Holiday Time Accrued</b>
0 months through 5 <sup>th</sup> year	.0923 hours	192 hours
After 5 <sup>th</sup> year through 10 <sup>th</sup> year	.1039 hours	216 hours
After 10 <sup>th</sup> year through 15 <sup>th</sup> year	.1154 hours	240 hours
After 15 <sup>th</sup> year through 20 <sup>th</sup> year	.1270 hours	264 hours
After 20 <sup>th</sup> year	.1385 hours	288 hours

Years of service shall be based on a nurse's adjusted service date as defined in Section 5.9.

**11.1.1 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.

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

**11.3 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. Employees who return to a resource nurse position shall, upon subsequently moving to a regular position, be given credit for their prior service as a regular employee in addition to any credit they receive pursuant to Section 5.9.

**11.4 Ceiling.** Vacation/holiday hours may accumulate to a maximum of 364 hours. To avoid losing vacation/holiday time accumulation, a nurse who is approaching the 364-hour maximum is expected to manage time off to avoid any accrual loss. The nurse must request vacation/holiday leave at least thirty (30) days in advance of reaching an accrual level that endangers future accruals. Management will make reasonable efforts, consistent with the scheduling provisions of this article, to afford the nurse requested time off. If, due to unit operational needs, the Employer is unable to grant time off, management will alert Payroll that all excess vacation/holiday hour accruals up to a maximum of seventy (70) hours will be placed in a hold bank until such time as time off can be arranged to reduce the balance below the maximum. Vacation/holiday accruals shall not remain in a hold bank for more than six (6) months. In the absence of a proper request for time off, accruals will cease until the balance drops below the maximum.

## **ARTICLE 12 - UTILIZATION OF BENEFIT TIME**

**12.1 Scheduled Time Off.** Except where otherwise provided by law or by a specific provision of this Agreement, vacation/holiday or compensatory time must be used for all prescheduled time off taken by an employee.

**12.2 Unscheduled Absences.** Unscheduled absences due to illness shall be compensated from employees' sick leave or compensatory time banks. Employees may not access their vacation/holiday time bank for unscheduled absences unless (1) the absence is FMLA/OFLA qualified (in which case the employee may elect whether to use vacation/holiday time) or (2) as provided in Section 12.2.1 below. Unscheduled absences for personal reasons for which sick leave is not allowable under Article 14 (*e.g.*, tardiness or unexpected early departure) shall be compensated from employees' vacation/holiday time or compensatory time banks. The Employer's willingness to allow the use of benefits intended for scheduled leave time for these incidental unscheduled absences does not protect the employee from discipline for excessive and/or unauthorized absenteeism, if warranted in the judgment of the Employer.

**12.2.1 Special requests for use of vacation/holiday time.** Employees wishing to use vacation/holiday time for unscheduled absences due to illness will make the request for such use in writing to their immediate supervisor and the appropriate Director. The immediate supervisor will review the employee's record and forward to the appropriate Director an evaluation of the employee's individual circumstances. The Director's decision will be communicated via email to the nurse with a copy to the nurse's immediate supervisor and the Association's labor representative. Such leave shall not be unreasonably denied if the request follows the depletion of a nurse's

complete sick bank due to an FMLA/OFLA qualified absence. Denials may be appealed in accordance with the expedited grievance process set forth in Section 22.5.

**12.3 Return from Educational or Military Service.** Should an employee wish to take a vacation within three (3) months of return from educational or military leave without pay, vacation leave without pay may be granted by the Employer if scheduling of work permits. The vacation period in this instance may not exceed fifteen (15) calendar days and any accrued vacation/holiday or paid leave time earned prior to the proposed leave date will be utilized first.

#### **12.4 Cashout of Benefit Time.**

**12.4.1 Pay upon termination or layoff.** All accrued and unused vacation benefits shall be paid to an employee after six (6) months of service upon termination of employment or upon layoff as defined in Article 20.

**12.4.2 Change in status to resource nurse.** Employees who change their status from a regular position to a resource nurse position shall be paid all accrued and unused vacation time and compensatory time at the time of the change of status.

**12.4.3 Voluntary cashout.** Employees will be afforded the opportunity to request cash out of accrued but unused vacation and compensatory leave hours. Requested cash out hours must be accrued and paid in the calendar year following the request, and employees must have 120 hours of vacation accrued on December 31 of the year in which the request is submitted to be eligible for the cash out in the subsequent year. The two cash-out dates each year when the elected hours may be paid are pay period 12 and pay period 25. The cashout election is irrevocable. The nurse must elect which one of the two cash out dates when payment will be made. Hours available for cashout are limited to those that accrue in the year for which cashout is requested. The hours will be converted to cash at the base pay rate on the employee's primary assignment in effect at the time cashout occurs. Hours designated for cash-out will not be available for vacation use. When an employee requests a voluntary cash-out, the first hours of vacation matching the employee's request for cash-out that the employee accrues in the following calendar year will be held in a separate bank and be unavailable to use for any paid time off. Nurses are not allowed to access hours accrued in a prior period to reach the original cashout elected. Maximum cashout of vacation/holiday time allowed is one hundred (100) hours per calendar year.

#### **12.5 Vacation Donation Pool.**

**12.5.1 Donation eligibility.** A regular employee, after having completed his or her trial service period with the Employer, may be eligible to receive donations to the employee's sick leave bank from an institution-wide pool maintained by the Employer ("Pool") only if all the conditions described below are met:

*a.* The employee is absent from work due to a medical emergency, which is defined as a medical condition of the employee or a medical condition or death of a member of the employee's immediate family or household, as defined below, that will



require the employee's absence from work for a period of fourteen (14) consecutive days or more.

Unless provided to the contrary by law, the employee has the responsibility to arrange for the care of the ill or injured immediate family or household member; and

b. The employee has exhausted all vacation, compensatory time and sick leave as of the date of the donation request; and

c. The employee is not receiving disability insurance benefits, worker's compensation coverage or retirement benefits.

Employees who believe that they meet these criteria may make a request for donation eligibility by contacting Human Resources. Human Resources will review all such requests to assure adherence to these criteria. Employees may indicate whether they wish their eligibility to be revealed to potential donors.

**12.5.2 Immediate family and household member.** For purposes of this section, immediate family member is defined as the employee's spouse, domestic partner, parent (including biological, adoptive or foster parent, parent-in-law, or parent of domestic partner), child (including biological, adopted, step or foster child, child-in-law or child of domestic partner), brother, sister, grandparent or grandchild. Household member is defined as a person who lives in the same residence as the employee over a sustained period of time.

**12.5.3 Donation process.** The Pool shall consist of vacation hours donated voluntarily by employees. Bargaining unit members may donate vacation hours to the Pool at any time. They may not donate more vacation hours than they accrue during the calendar year. Donations to the Pool shall be converted to a dollar amount based upon the donor's salary rate. Once hours are donated, they may not be returned to the donating employee.

Eligible employees may receive donations from the Pool to their sick leave bank up to a maximum of 480 hours per calendar year. Donations to the recipient employee's sick leave bank shall be at his/her hourly rate. Donated sick leave may not be cashed out.

## **ARTICLE 13 - VACATION LEAVE ADMINISTRATION**

**13.1 General Policies and Requirements.** Employees are encouraged to utilize vacation time on a scheduled basis for rest and relaxation. Vacation opportunities will be defined on a unit basis, based on employees' annual allotments (see 13.5.1), and shall be posted annually on the unit and distributed equitably throughout the year. The Employer shall distribute vacation opportunities considering recommendations from the Unit Based Nurse Practice Committees (UBNPCs) for meeting operational needs. There will be a written definition of staffing requirements to meet operational needs posted in each unit.

**13.2 Submission of Vacation Requests.** Vacation requests must be submitted in accordance with the Employer's electronic system.

**13.3 Vacation Time During First Six Months of Employment.** Employees whose FTE status is at least 0.4 may use a maximum of sixteen (16) hours of accrued vacation leave during the first six (6) months of service. In the event of shift cancellation or curtailment, however, this maximum shall not apply.

**13.4 In-Block Vacation Requests.** Employees shall submit requests in writing for time off in a "block" process. The blocks are as follows:

Block One: February, March, April and May. Requests must be submitted on or before October 1. The manager will provide a response by October 31.

Block Two: June, July, August and September. Requests must be submitted on or before February 1. The manager will provide a response by February 28.

Block Three: October, November, December and January. Requests must be submitted on or before June 1. The manager will provide a response by June 30.

It is the manager's responsibility to schedule and obtain coverage for approved in-block and out-of-block vacation requests.

**13.5 Filling of In-Block Requests.** The order of approval for in-block requests for each 4-month period designated in Section 13.4 is as follows:

**13.5.1 Annual allotment.** First priority for scheduling vacation requests shall be given to employees who have requested time off in amounts that do not exceed their cumulative annual allotment. It is the obligation of the Employer to provide employees with the opportunity to take their annual allotment. Annual allotments are as follows for full-time employees (prorated based on FTE status for part-time employees):

<b>Years of Service</b>	<b>Annual Allotment</b>
0 months through 5 <sup>th</sup> year	192 hours
After 5 <sup>th</sup> year through 10 <sup>th</sup> year	216 hours
After 10 <sup>th</sup> year through 15 <sup>th</sup> year	240 hours
After 15 <sup>th</sup> year through 20 <sup>th</sup> year	264 hours
After 20 <sup>th</sup> year	288 hours

**13.5.2 Denied in-block.** Employees whose in-block request for annual allotment time was denied shall be given the opportunity to select from remaining available vacation time within that block, before requests for time exceeding an employee's annual allotment are granted.

**13.5.3 Extended vacation requests.** The next priority for scheduling in-block vacation requests shall be given to employees eligible to make extended vacation requests, which are defined as requests for consecutive vacation time beyond an employee's annual allotment. To be eligible to make an extended vacation request, an employee must have ten (10) years or greater seniority, and must not have been granted extended vacation in the past three (3) years. Approved extended vacation requests will not prevent other nurses from taking their annual allotment. Extended vacation requests will be granted based on unit operational needs.

**13.5.4 Other requests exceeding annual allotment.** Employees may be granted additional vacation, in accordance with unit operational needs, as long as it is not in conflict with annual allotment requests. Any such additional vacation that is granted will not be extended from one block to another.

**13.5.5 Alternative scheduling.** Each work unit or department shall have the opportunity once each calendar year to develop, by consensus of the employees on the unit and the manager, creative methods of vacation scheduling as an alternative to Sections 13.4 – 13.6. For units that have a Unit Based Nurse Practice Committee (UBNPC), the methods will be developed with the participation of the UBNPC. Units that exercise this option will bring their vacation process alternative to the AURN/Management Cooperative Committee for discussion and review.

**13.5.6 Remaining available vacation time.** Block calendars showing approved vacations and remaining available vacation time shall be posted in each workplace on or before October 31, February 28 and June 30 for the respective blocks.

**13.6 Application of Seniority.** Employees are encouraged to discuss and resolve vacation request conflicts, and unit managers are encouraged to facilitate such discussions. In-block vacation requests shall be granted on the basis of seniority except as provided in this article. Employees whose annual allotment request has been approved for the end of one block and the beginning of another, however, shall not be displaced by a more senior employee requesting vacation for the next block.

**13.6.1 Option superseding seniority.** Employees may exercise an option superseding seniority once every other calendar year for requests made during "prime time," and once every calendar year for requests during "non-prime time." Employees choosing to exercise this option must so indicate on the leave request form. If it turns out that such an employee did not need to exercise the option to receive the requested time off, the employee will not be deemed to have exercised the option.

**13.6.2 Special circumstances requests.** An employee may, no more than once every five (5) calendar years, exercise his or her option superseding seniority by requesting vacation time that is needed more than one block in advance before the request deadline for the block that precedes the one in which the dates occur, but within two (2) years of the request for a special circumstance (*e.g.*, a wedding or graduation). This option will be deemed exercised at the time the vacation is granted. Employees whose request is approved shall not be displaced by an employee subsequently requesting

vacation for the same time. Nor may an employee whose request is approved contemporaneously exercise any option under Section 13.6.1 for the same block. Employees who withdraw their special circumstance request prior to the in-block deadline for the affected block will be deemed not to have exercised this option. Upon completion of the vacation, the next five (5) year cycle begins.

**13.7 Prime Time.** For purposes of this article, “prime time” is defined as follows:

- a. March 15 through April 15 (spring);
- b. June 15 through September 15 (summer);
- c. The fourth (4<sup>th</sup>) week in November (fall); and
- d. December 15 through January 1 (winter).

**13.8 Out-of-Block Requests.** Requests for time off submitted after block deadlines shall be granted based on available vacation time slots reflected in the block calendars. They shall be granted on a first-come, first-serve basis, by date of receipt of the request. In case of a tie, priority will first be given to an employee who has not used his/her annual allotment, and thereafter by seniority. Out-of-block requests must be submitted in accordance with unit protocol and received at least two (2) weeks prior to the posting of the affected schedule. The Employer shall respond in accordance with unit protocol as soon as possible, not to exceed two (2) weeks during non-in-block time lines or 30 days during in-block time lines after the request is received. If the person to whom the nurse submitted an out-of-block request does not respond within the timeline above or denies the request, then the nurse can elevate the matter to the appropriate director or their designee (other than the person who denied the request).

**13.9 Requests After Posting of Schedule.** It is the nurse’s responsibility to obtain coverage for vacation requests after the schedule has been posted. While it is the nurse’s responsibility to provide coverage for their shift, it is not the nurse’s responsibility to fill all schedule vacancies on the unit during the period requested off. Prior to obtaining coverage, the nurse must review his/her request with the manager or designee (in person, via email, or through Employer’s timekeeping system) to determine whether operational needs would be satisfied (subject to the limits above) if the request were approved. Schedule adjustments resulting from such requests may not lead to overtime. Upon agreement by the manager, the employee may seek to obtain coverage either by trading shifts with another nurse or by recruiting a part-time nurse or a resource nurse to pick up additional shift(s). The manager may also choose to approve time off without requiring the employee to obtain coverage.

**13.10 Cancellation of Vacation Time.** The Employer may not cancel vacation time that has been approved, except in cases of emergency. If, however, an employee does not have sufficient or projected vacation or compensatory time accruals at the time the schedule containing the time off requested is posted (excluding accruals used due to any cancellation or curtailment), the employee, after having been consulted by management, shall have his/her vacation time off adjusted to reflect available accruals. If an employee cancels scheduled time off after the schedule is posted, the employee shall be placed back on the schedule for the relevant time period into unfilled shifts. UBNPC’s may recommend other procedures.

**13.11 Encumbered Time.** Hours approved for vacation shall be deemed encumbered, which means that the employee may not otherwise use such hours except in the event of an FMLA/OFLA qualified absence, shift cancellation or shift curtailment.

**13.12 Appeal of Leave Request Denials.** Leave request denials may be grieved using an expedited procedure (see Article 22.5).

## **ARTICLE 14 - SICK LEAVE**

**14.1 Accrual of Sick Leave.** All regular employees are eligible to accrue sick leave benefits. Eligible employees will earn .0462 hours for each compensated hour (with the same exceptions that are set forth in Section 11.1), up to a maximum of ninety-six (96) hours per year. In accordance with and subject to Oregon's sick time law, as set forth in ORS 653.601 through 653.661, resource nurses will accrue sick time at the rate of .0333 hours for each compensated hour (with the same exceptions that are set forth in Section 11.1) up to a maximum of forty (40) hours per year, or as otherwise provided by law.

**14.2 Utilization and Payment of Sick Leave.** Sick time may be utilized for any of the purposes allowed in Oregon's sick time law, FMLA or OFLA, and for necessary medical or dental care. The Employer will administer this benefit in compliance with these laws. Sick time shall be paid at the straight rate of pay except as required otherwise by Oregon's sick time law. Accrued and unused sick time hours are not subject to cashout or otherwise payable upon termination of employment.

**14.2.1 Ill or injured family member.** Other than in instances involving the FMLA or OFLA, the employee has the responsibility to make arrangements, within a reasonable period of time, for the care of the ill or injured family or household member for which the employee initially took a leave of absence.

**14.2.2 Medical and dental appointments.** Employees will make every reasonable effort to schedule non-emergent medical and dental appointments during non-scheduled hours. If such efforts fail, then the employee will, to the extent not inconsistent with Oregon state law, make a reasonable effort to find a replacement or to give seven (7) days' advance notice of the appointment to the immediate supervisor.

**14.2.3 Sick leave without pay.** After earned sick leave has been exhausted, the employee must request and the Employer may grant sick leave without pay.

**14.3 Bereavement Leave.** Employees shall receive twelve (12) hours paid bereavement leave. In addition employees shall be eligible to use leave (vacation, sick, or comp time) for up to two (2) weeks (or as required by law) for absence resulting from the death of a family member, a member of the employee's household, or (with a manager's approval) another significant to the employee's life, within sixty (60) days of the date on which the employee receives notice of death. Employees who have no accrued leave may take leave without pay. For purposes of this paragraph, family member is defined as the employee's spouse, domestic partner, parent (including biological, adoptive or foster parent, parent-in-law, or parent of domestic partner), child (including biological, adopted, step or foster child, child-in-law or child

of domestic partner), brother, sister, grandparent or grandchild. Household member is defined as a person who lives in the same residence as the employee over a sustained period of time.

**14.4 Physician or Practitioner Certification of Illness or Injury.** Certification of an attending physician or practitioner may be required by the Employer (1) if the employee is absent in excess of three (3) consecutive scheduled days, (2) if the Employer has reasonable grounds to suspect that the employee is abusing sick leave privileges, or (3) to determine whether the employee should be allowed to return to work where the Employer has reason to believe that the employee's return to work would be a health hazard to either the employee or to others.

**14.5 Accrued Sick Leave Credits Following Termination.** An employee shall have all of her/his accrued sick leave credits reported to the Public Employees Retirement System for accreditation purposes upon termination of her/his employment with the Employer. Employees who have been separated from service with the Employer for reasons other than retirement or termination for cause and who return to a position (except as a temporary employee) within 90 days of separation shall have unused sick leave credits accrued during previous employment restored.

**14.6 Incentive for Reduction of Unscheduled Absences.** To encourage employees to responsibly manage unscheduled time off, the Employer will afford benefit eligible nurses the opportunity to convert sick leave hours accrued during the prior calendar year to accrued vacation hours, provided that at least thirty-six (36) accrued hours remain in the nurse's sick leave bank. The opportunity to convert will be based on an employee's limited number of unscheduled absences during the prior calendar year. Eligible employees must have been employed during the entire prior calendar year at .5 FTE or above. Conversion must be exercised no later than January 31. Conversion shall occur as follows:

Employees with no unscheduled absences during the calendar year will have the option to convert up to twenty-four (24) sick leave hours to vacation/holiday hours.

Employees with one (1) unscheduled absence during the calendar year will have the option to convert up to sixteen (16) sick leave hours to vacation/holiday hours.

Employees with two (2) unscheduled absences during the calendar year will have the option to convert up to eight (8) sick leave hours to vacation/holiday hours.

## **ARTICLE 15 - LEAVES OF ABSENCE**

**15.1 Leaves of Absence with Pay.** An employee shall be granted a leave of absence without loss of pay or other benefits for the following:

**15.1.1 Jury service.** The employee may keep any money paid by the court for serving on a jury, and will be deemed to be working the employee's FTE status for affected shifts while serving on jury duty. For evening and night shift employees affected shifts shall include the shift beginning the evening of the calendar day before jury duty and the shift beginning the calendar day of jury duty. In the event the employee is released from jury duty for a day in which the employee would otherwise be required

to work, and where a sufficient period of time would reasonably permit a day shift employee to report for one-half (1/2) or more of the day shift, or an evening or night shift employee to receive ten (10) hours rest between release from jury duty and the start of the employee's shift, then the employee must contact his or her supervisor to determine if the employee will be required to report for work.

**15.1.2 Court appearance.** Appearance before a court, legislative committee or judicial or quasi-judicial body in response to a subpoena or other direction by proper authority for matters relating directly to the employee's officially assigned duties. The employee may keep any money paid in connection with the appearance.

**15.1.3 Military leave.** In accordance with ORS 408.290, an employee who is a member of the National Guard or of any reserve components of the Armed Forces of the United States is entitled to a leave of absence with pay for annual active duty training for a period not exceeding fifteen (15) calendar days in the training year (October 1 through September 30). Employees who have been employed for six (6) months or more immediately preceding an application for leave under this section will receive compensation for all regularly scheduled shifts they normally would have worked per their assigned FTE during the leave. If the training time for which the employee is called to active duty is longer than (15) calendar days, the employee may be paid for the first fifteen (15) days only if such time is served for the purpose of discharging an obligation of annual active duty for training in the military reserve or National Guard.

**15.1.4 Appearance before an arbitrator.** Appearance before an arbitrator as a witness in an Association grievance for the period in which the employee is providing testimony, provided that a maximum of two (2) employees will be compensated per grievance arbitration.

**15.1.5 Pre-retirement counseling leave.** The pursuit of bona fide pre-retirement counseling regarding the employee's retirement program, including PERS, Social Security, insurance and other retirement income, in four-hour increments, up to a maximum of twelve (12) paid hours. Employees eligible for such leave must be within one (1) year of eligibility for retirement. Employees shall request the use of such leave prior to posting of the schedule during which leave is requested.

## **15.2 Leaves of Absence Without Pay.**

**15.2.1 General provisions.** A nurse may request a leave of absence without pay, not to exceed one (1) year, for a leave of absence not covered elsewhere under this article. Request for such leave must be submitted in writing to the nurse's immediate supervisor, and must establish reasonable justification for approval of the request. Each request will be reviewed and considered for approval by the Employer. Upon the denial of a request for leave, the nurse can appeal the decision to the CNE or designee other than the person who denied the request. Normally, such leave will not be approved for an employee who is accepting employment outside the Employer.

**15.2.2 Return from leave.** The Employer shall make every reasonable effort to reinstate an employee returning from a leave granted pursuant to Section 15.2.1 to her/his former position. If that position is no longer available, the employee will be placed in a resource nurse position on the employee's former unit. If no such position is vacant on the unit, a resource nurse position shall nevertheless be created for the employee. For job bidding purposes, such employee will be treated as a regular nurse who is permitted to utilize previously accrued seniority for a period of two (2) years following placement. In addition, a designated representative from Human Resources shall, upon request from an employee returning from leave, meet with the employee to review current vacancies and discuss placement options.

**15.2.3 Family and medical leave.** The Employer will administer family and medical leave consistent with the provisions of the Oregon Family Leave Act (OFLA) and the federal Family and Medical Leave Act (FMLA).

- a. *Reinstatement.* An employee returning from such leave shall be reinstated with no greater or lesser rights in employment than if the employee had not taken the leave. The employee will be restored to his or her former position – i.e., the same unit, shift and FTE – if the position has not been eliminated. Reinstatement shall be without loss of seniority, service credits under the pension plan or any other benefit or right accrued up to the time the leave began.
- b. *Extension of leave.* Upon the exhaustion of protected leave, an employee may request in writing an extension of leave in an unprotected status in accordance with Section 15.2.1. Return from the extended leave will be in accordance with Section 15.2.2.
- c. *Inquiries.* Nurses should direct any questions regarding family or medical leave benefits to the HR Benefits Office.

**15.2.4 Use of paid accruals during protected leave.** Where provisions of the FMLA, OFLA or any other legally protected leave apply, an employee will be required to use accrued sick leave at the commencement of such leave, at a rate commensurate with his/her FTE status. The employee will be permitted to elect to retain all or a portion of his or her vacation/holiday or compensatory accrued paid leave, instead of using it during the protected leave, following the exhaustion of sick leave. This election must be made upon application for the protected leave, and a new election may be made on a going-forward basis upon application for and approval of an extended leave. An employee electing to use vacation/holiday or compensatory accrued paid leave will be required to use such leave at a rate commensurate with his/her FTE status.

**15.2.5 Military leave.** An employee shall be granted a military leave of absence without pay during a period of service with the United States Uniformed Services as required by federal and state law. An employee is not required to use his or her accrued leave benefits during the military leave. No length of service restrictions



apply to this policy. Employees returning from military leave will be treated in accordance with federal and state law.

**15.2.6 Peace Corps.** A regular employee joining the Peace Corps or performing Employer-sponsored relief work shall be entitled to a leave of absence without pay for no more than two (2) years. Such employee shall have the right to return to the same or substantially equivalent position of employment at the prevailing salary rate without loss of seniority or other employment rights. Failure of the employee to report within ninety (90) days after termination of her/his service shall be cause for termination.

**15.2.7 Effect of leave without pay.** Leaves without pay in excess of fifteen (15) days (except for FMLA/OFLA leave and military leave) shall result in the adjustment of an employee's adjusted service date, salary adjustment date and seniority date.

**15.3 Workers' Compensation.** The Employer will administer its workers' compensation program and benefits in accordance with Oregon state law.

**15.3.1 Supplement for lost time.** The employee may access accrued sick leave hours for the difference between the workers' compensation for lost time and the employee's regular salary rate.

**15.3.2 Employer assistance to employees.** It is understood by the parties that the Employer is responsible for briefing the injured employee on her/his rights, responsibilities and response times. This shall include, but is not limited to, information pertaining to position reinstatement, offer of transitional modified work and modified position, when applicable. In the event of a claimed on the job accident or occupational disease that involves the care of a medical provider or lost time from work, the Employer agrees to assist employees with preparation of the appropriate claim form.

**15.3.3 Medical provider certification.** Certification by the employee's attending medical provider that the medical provider approves the employee's return to her/his regular duties, available transitional duties, or other transitional, suitable and available employment shall be prima facie evidence that the employee should be able to perform such duties. The Employer reserves the right to obtain an independent medical examination.

**15.3.4 Accrual of seniority.** All time that an employee is on leave without pay due to a work-related injury or illness for up to one year shall count for purposes of seniority.

**15.3.5 Continuation of insurance benefits.** Beginning the first full month after an injured employee has been placed on leave without pay, the Employer shall continue to provide the employee's medical and dental insurance by continuing to pay the same contribution to the employee's benefit coverage for up to one (1) year. Should an injured employee's leave exceed one (1) year, then the employee may continue her/his medical and dental insurance on a self-pay basis under COBRA. In the alternative, the

employee may use accumulated sick leave to cover this expense (on a dollar-for-dollar basis at the employee's straight rate of pay).

## **ARTICLE 16 - INSURANCE BENEFITS**

**16.1 Employer Contributions.** The Employer will contribute the following amounts toward the benefit coverage of employees who are enrolled in a medical insurance plan:

**16.1.1** Until the 2022 plan year, for employees who hold an FTE status of .75 to 1.0, the Employer will contribute 100% of the cost of the OHSU PPO Plan, Delta dental plan and core vision plan for employee only coverage, and 88% of the cost of these plans for all other tiers including employee and dependents. Employees who are hired prior to July 1, 2017 and who hold or accept positions with an FTE status of .7 to .74 shall be eligible for these same contributions.

**16.1.2** Starting with the 2022 plan year, for employees who hold an FTE status of .75 to 1.0 (.7 to 1.0 for employees hired prior to July 1, 2017), 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 employees who elect to participate in the OHSU EPO, 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 OHSU EPO.
- For employees who elect to participate in any health plan other than OHSU EPO, the Employer will contribute 100% of the cost of the employee only PPO premium, which will offset the premium cost for other plans. The Employer will contribute 88% of the cost of the premium for dependent tiers of coverage under the applicable health plan.
- 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.

**16.1.3** For employees who hold an FTE status of .5 to .74 (.5 to .69 for employees hired prior to July 1, 2017), the Employer will contribute 75% of the amounts referenced above for each plan elected.

**16.1.4** The Employer will permit otherwise eligible employees the option to opt out of medical coverage provided such employee has alternate medical insurance

coverage. Employees choosing opt-out coverage will receive a cash benefit of \$50.00 for each pay period in which benefit dollars are paid.

## **16.2 Insurance Benefit Plan Design.**

**16.2.1 Plan year.** The Employer shall continue to maintain an insurance benefit plan year effective January of each year, and to provide open enrollment opportunities in or about the months of October or November of each plan year for selected and eligible plan adjustments to be effective with the following plan year.

**16.2.2 Default plans.** The OHSU PPO medical plan, the Delta dental plan and the core vision plan shall serve as the default plans for employees failing to select medical, dental or vision insurance coverage, respectively, in a timely manner. The Kaiser Permanente medical plan is not available for employees hired after January 1, 1998.

**16.2.3 Retiree medical insurance.** Retiree insurance coverage is included within each medical plan for all retirees under the age of 65 years, through self-payment. The Employer shall make available an appropriate medical plan for all eligible retirees ages 65 years or older.

**16.2.4 Other benefits.** The Employer will continue to offer optional coverage for long term and short term disability, life insurance, accidental death and dismemberment insurance, and flexible spending accounts.

**16.2.5 OHSU Employee Benefits Council.** The Employer shall participate on an Employee Benefits Council in accordance with the provisions of Appendix B to this Agreement. The Council will, in accordance with Appendix B, allow for joint decision-making authority prior to the adoption of any future benefit plan changes.

## **16.3 Eligibility.**

**16.3.1 Regular employees.** All regular employees with an employment status of .5 FTE or greater will become eligible for insurance coverage on the first of the month following the date of hire or date of obtaining a benefit eligible position. Coverage will be effective the first of the month following the employee's date of hire or date of obtaining a benefit eligible position.

**16.3.2 Resource nurses.** Resource nurses shall be eligible for health insurance benefits as provided below:

- a.* New resource nurses are eligible for insurance coverage if they have had a minimum of 780 compensated hours during a six (6) month initial measurement period. An initial measurement period is defined as a six-month period commencing on the first of the month following the employee's date of hire. Insurance coverage for such employees shall begin on the first of the month following one month after the end of the initial measurement period, and will continue for a period of at least six (6) months. New resource nurses will qualify

as ongoing resource nurses after they have worked an entire ongoing measurement period as defined in (b) below.

*b.* Ongoing resource nurses are eligible for insurance coverage if they have had a minimum of 780 compensated hours during the most recently completed six (6) month ongoing measurement period. A six-month ongoing measurement period is defined as either December through May or June through November.

Insurance coverage for ongoing resource nurses shall begin on either the January 1 or the July 1 following the ongoing measurement period and will continue for a period of six (6) months.

*c.* Resource nurses are not eligible for contributions toward benefit coverage or for opt-out cash benefits.

**16.3.3 Loss of coverage.** Employees on an unpaid leave of absence that is not protected under FMLA or OFLA shall lose eligibility for coverage at the end of the calendar month in which the unpaid leave begins. If the employee returns to a benefit eligible position within 12 months from such loss of coverage, the employee will be provided a 31-day enrollment period beginning the first of the month following the employee's return to work. Benefit coverage will be effective the first of the month following the employee's return to work. The foregoing 12-month restriction does not apply to employees returning from an unpaid military leave of absence.

**16.3.4 Maintenance of eligibility requirements.** The Employer will retain eligibility requirements for the coverage of represented employees for the duration of this Agreement.

**16.4 Enrollment Process for Benefited Employees.** Employees with a 0.75 FTE or greater (.7 FTE or greater for employees hired prior to July 1, 2017) will be automatically enrolled into default employee-only PPO medical, Delta dental and core vision 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 adding dependents by making an active election within the 31-day period. Updated selections will become effective the first of the month following the employee's date of hire or date of obtaining a benefit eligible position.

An employee with less than 0.75 FTE (less than .7 FTE for employees hired prior to July 1, 2017) will not be automatically enrolled. The employee must enroll within thirty-one (31) days from the date of hire or date of obtaining a benefit eligible position. If the employee fails to do so, the Employer will place the employee in default medical, dental and core life insurance coverage effective the first of the month following the employee's date of hire or date of obtaining a benefit eligible position.

## **ARTICLE 17 - RETIREMENT**

**17.1 Plan Election.** Eligible employees must elect to participate in either the applicable Public Employees Retirement System (PERS) retirement plan or the University Pension Plan (UPP) retirement program. Enrollment in the UPP retirement plans may occur following three (3) full months of service in a qualified position. Enrollment in the PERS retirement plan may occur following six (6) full months of service in a qualified position.

**17.1.1 Notice of selection.** The Employer will send each eligible employee timely notice of the employee's need to make such selection. Employees failing to make such election within six (6) full months of service in a qualified position shall automatically be enrolled in the UPP retirement program.

**17.1.2 Limited option to transfer plans.** Employees who have elected to participate in the PERS retirement plan shall be permitted to make a one-time switch to the UPP retirement program during any annual transfer period. An employee's selection of the UPP retirement program, once made, is irrevocable; the employee must remain in that retirement program for the duration of his/her employment at OHSU, including periods of reemployment.

### **17.2 UPP Contributions.**

**17.2.1 UPP Retirement Plan for employees employed in the bargaining unit as of June 30, 2017.** For bargaining unit employees employed as of June 30, 2017, the Employer shall continue current contributions, including "pick up" of a six percent (6%) employee retirement plan contribution for eligible employees participating in the UPP. Such "pick-up" or payment of the employee contributions shall continue for the life of this Agreement. Bargaining unit employees who become members of the bargaining unit after June 30, 2017 and who elect to participate in the UPP pursuant to Section 17.1 above shall participate in the UPP in accordance with the terms of that retirement plan and this Agreement.

**17.2.2 UPP Retirement Plan Adjustments for employees joining the bargaining unit after June 30, 2017.** The existing plan provisions, with the following modifications, shall apply to all bargaining unit employees who become members of the bargaining unit after June 30, 2017 and who elect to participate in the plan:

1. Following the employee's plan election pursuant to Section 17.1 of the Agreement, the Employer's contribution to the employee's UPP account shall be 5% of the employee's total earnings per pay period prior to the completion of three (3) full years of employment, and shall be 6% of the employee's total earnings per pay period following the completion of three (3) full years of employment.

2. The enrolled employee's default contribution shall be at four percent (4%) up through 7 years of employment, five percent (5%) up through 10 years of employment, and six percent (6%) after 10 years of employment. The employee may opt out of all or a portion of this contribution or may contribute more than the default

amount. Such election may be modified by the employee prior to any payroll period in accordance with the Employer's processes.

3. The Employer shall, in addition to contributing toward the employee's UPP account per Paragraph 1 above, partially match the employee's voluntary contributions to a 403(b) retirement plan as follows:

- a. Following the completion of six (6) months of employment, 50% of up to the first 4% of total earnings contributed per pay period by the employee.
- b. Following the completion of three (3) full years of employment, 75% of up to the first 4% of total earnings contributed per pay period by the employee.
- c. Following the completion of five (5) full years of employment, 100% of up to the first 4% of total earnings contributed per pay period by the employee.
- d. Following the completion of seven (7) full years of employment, 100% of up to the first 5% of total earnings contributed per pay period by the employee.
- e. Following the completion of ten (10) full years of employment, 100% of up to the first 6% of total earnings contributed per pay period by the employee.

## **ARTICLE 18 - SENIORITY**

**18.1 Definition.** Seniority is the total length of continuous service of 0.1 FTE and greater with the Employer from the date of hire as a nurse in the bargaining unit. Resource nurses do not accrue seniority.

**18.2 Adjustments to Seniority.** Adjustments to a nurse's seniority date will occur for any of the following events:

- a. A break in employment with the Employer, not including leave without pay or layoff, that is greater than fifteen (15) calendar days and less than or equal to ninety (90) calendar days.
  - RNs who return to OHSU service within 90 days will retain previously accrued seniority. After 90 days' separation from the Employer, all seniority will be lost.
- b. An approved leave without pay, if the leave is greater than fifteen (15) calendar days and less than or equal to one (1) year.

- RNs who return from a leave without pay within one (1) year will retain previously accrued seniority. After one (1) year on leave without pay, all seniority will be lost.
- c. Employment with the Employer as a resource nurse.
- A nurse regaining regular status following employment in resource nurse status will have previously accrued seniority restored, provided that no break in service of greater than ninety (90) days has occurred.
- d. Layoff of greater than fifteen (15) calendar days.
- An employee who is laid off retains accrued seniority while on layoff status for up to two (2) years provided the employee returns to work when first recalled in accordance with Article 20.
- e. Employment with the Employer in a position outside the scope of this Agreement.
- A nurse, after returning to a position in the bargaining unit without a break in OHSU service, will retain previously accrued seniority for all purposes, including applying for positions in accordance with Article 19, except that the nurse will be subject to the seniority restrictions outlined in Section 18.4.

In situations a, c, d and e above (except as noted in Section 18.5 below), the employee's vacated position will not be held for the individual. The employee has no guaranteed right to return to the position vacated. In situation b, the employee has reinstatement rights in accordance with Section 15.2.

**18.3 Seniority List.** Quarterly updates of seniority lists will be maintained and distributed to all nursing units/workplaces and to the Association.

**18.4 Limitations on Use of Seniority Following Transfers or Breaks in Employment.** Any nurse who transfers into an FTE position in a new unit or takes a break in employment of less than ninety (90) days will assume the date of his/her transfer or return to service as his/her seniority date for the purposes of shift change, paid time off requests, or filling of positions in the unit for one (1) year after returning to work or for six (6) months after transferring to that unit. If, however, a bargaining unit nurse makes a workplace change due to layoff, job abolishment or merger, the nurse may utilize seniority for all purposes available under this Agreement. For the purpose of scheduling vacation, the nurse may use the nurse's full seniority as long as the vacation occurs more than six months after a change in position, even if the request for vacation is made less than six months after the change in position.

**18.5 Return to Bargaining Unit from Temporary Service Outside Bargaining Unit.** A regular employee who returns to the bargaining unit without a break in OHSU service shall have the right to return to the same or substantially equivalent position of employment, if available, as the position the employee last held in the bargaining unit, provided that the nurse returns within ninety (90) days from the date of placement outside the bargaining unit. Upon return to the bargaining unit, the employee is subject to the seniority restrictions outlined in

Section 18.4. Should there be no vacant position available, a layoff shall occur and the employee shall have the same rights as other employees placed on layoff status (see Article 20).

## **ARTICLE 19 - POSTING AND FILLING OF POSITIONS**

**19.1 Posting of Positions.** The posting of positions covered by this Agreement will include the following information: work unit, FTE, qualifications for the job, shift length, weekend obligations, call obligations (for units listed in Section 7.6.1), length of orientation, and where to apply. The posting will also include start and stop times, including where applicable defined variable start and stop times, provided that such inclusion shall not prevent the Employer from thereafter making changes in start and stop times for the position in accordance with this Agreement. For postings that are in-unit only, however, work unit, qualifications and length of orientation need not be included. No vacancy shall be permanently filled unless it has been posted for a minimum of seven (7) calendar days. Moreover, if the posting of a position is discontinued or materially changed, then the vacancy may not be filled until it is posted again in accordance with this article.

**19.2 Seniority as Deciding Factor.** Internal applicants who meet the minimum qualifications for the position will be considered first for any open RN position. In any case where applicants for a position possess experience and qualifications that are substantially equal, the deciding factor in awarding the position will be seniority. For purposes of this article, “qualified” shall mean that the applicant possesses the requirements and has demonstrated the knowledge, skills and abilities to perform the essential functions as defined in the position description and unit specific addendum. The determination of experience and qualifications will be based upon reliable and standardized criteria.

**19.3 Filling of Positions Through Unit Posting.** When an RN position becomes available in a unit, it shall be posted on the unit for seven (7) calendar days for workplace reassignment (often referred to as a “unit shuffle”).

**19.3.1 Unit posting requirements.** Posting will occur via email to all unit nurses.

**19.3.2 Order of filling positions.** Nurses who have applied within the 7-day posting period will have hiring priority over all other applicants. The order of filling positions among such in-unit applicants is as follows:

- a. Regular nurses on the unit, including resource nurses allowed to utilize previously accrued seniority pursuant to Section 15.2.2.
- b. Laid off nurses being recalled.
- c. Resource nurses on the unit with previously accrued FTE seniority.
- d. Resource nurses without previously accrued seniority who have met the minimum requirement of at least six (6) months of employment on that unit.



The most senior qualified and eligible employee in each of the foregoing categories shall have preference for the posted position. Among resource nurses without previously accrued seniority, the nurse having the longer length of service on the unit will be considered more senior for purposes of this section. If the manager, to the best of her or his knowledge, believes no employee in the foregoing categories will apply for the position, he or she may simultaneously post in accordance with this Section 19.3 and post in accordance with Section 19.4 below. Any eligible employee in the foregoing categories who does apply will have priority over all other applicants.

**19.4 Filling of Positions Through House Wide Posting.** RN positions which are available for house-wide recruitment at OHSU shall be posted at least seven (7) calendar days prior to the application deadline.

**19.4.1 House-wide posting requirements.** Posting will occur on the on-line web site.

**19.4.2 Interviewing priority.** All bargaining unit employees will be interviewed prior to outside applicants if (1) they have applied within the 7-day posting period, and (2) they are qualified to perform the essential functions of the position following the customary orientation period as described in Section 19.5. To be eligible for such interviewing priority, the employee must provide Human Resources with a current and updated online application and accompanying documentation to identify his or her skills, abilities and employment experiences.

**19.4.3 Order of filling positions.** The order of filling positions among qualified applicants during a house wide posting is as follows:

- a. Laid off nurses prior to their placement on the layoff list
- b. Regular nurses on the layoff list
- c. Other regular nurses, including resource nurses allowed to utilize previously accrued seniority pursuant to Section 15.2.2
- d. Resource nurses with previously accrued seniority (including nurses having occupied interim positions and now on layoff list)
- e. Resource nurses without previously accrued seniority
- f. Outside applicants

Among resource nurses without previously accrued seniority, the nurse having the longer length of service will be considered more senior for purposes of this section. In the event that a posted position requires a BSN degree, currently employed nurses seeking a transfer, nurses on the layoff list, and nurses rehired within 120 days after having retired from OHSU shall not be subject to the requirement, unless a BSN degree for the position is required by law or by funding.

**19.5 Orientation Period.** The Employer will declare the orientation period provided for each available position at the time of posting.

**19.6 Position Application, Transfers and Discipline.** A nurse who is not involved in a disciplinary process may apply for and transfer to another unit in accordance with the terms of this article. A nurse, however, who is involved in a disciplinary process may transfer to another unit only if the manager of that unit so agrees. Involvement in a disciplinary process under this paragraph shall be defined as (1) having been notified of being under investigation for possible discipline prior to being awarded the position, (2) being subject to a work correction plan imposed pursuant to a disciplinary action, or (3) having received disciplinary action within the previous twelve (12) months. Coachings will have no impact on applications for internal transfers. The disciplinary process as defined in this paragraph will continue to apply to the nurse in his/her new unit.

**19.7 Follow-up with Employee Applicants.** All internal applicants who have interviewed for a position will be notified within fourteen (14) days of the date of the hiring decision. An internal applicant who is qualified for but not granted a position for which he/she has applied shall be granted the opportunity, upon request, to discuss the basis for the decision with the person who made the hiring decision.

**19.8 Effective Date of Transfer.** An applicant who is awarded a position will be moved, at management's discretion, to the position within ninety (90) days after the award, unless the position being vacated is a hard-to-fill position or a position for which training exceeds ninety (90) days, in which case the employee will be moved to the position within six (6) months.

**19.9 Transfer Introductory Period.** A nurse who transfers from one unit to another shall serve an introductory period of three (3) months or 240 hours worked, whichever is greater. If, based upon performance, the Employer determines during the transfer introductory period that the nurse should not be continued in the new position, the nurse will be returned to his or her former position or, if that position is no longer available, to a resource nurse position in the employee's former unit in accordance with Section 15.2.2. In addition, a designated representative from Human Resources shall, upon request from the nurse, meet with the nurse to review current vacancies and discuss placement options. Nothing in this section shall affect the Employer's right to discipline or discharge for just cause under Section 6.10.

**19.10 Limitation on Number of Transfers.** A nurse shall be limited to no more than one (1) transfer to another unit/workplace within a twelve (12) month period, except by mutual agreement between the nurse and his/her manager.

**19.11 Interim Positions.** Interim positions meet short-term, less than one (1) year, workload needs and will be posted in accordance with this article. Interim positions are not to be utilized to replace vacant supervisory or management positions for any length of time. Nurses in interim positions accrue seniority and are eligible for all benefits associated with the position, but have no guarantee of assignment as a regular employee to the position. Upon termination of an interim position, the RN may take a vacant position as outlined in Section 19.4 or elect to be placed on the layoff list. The nurse may not bump another employee.

**19.12 Transition to Practice Programs.** Eligible employees may apply for available positions in an Employer sponsored Transition to Practice Program. Internal applicants will be evaluated first. The Employer will select the most qualified candidate(s).

**19.13 Retiring Nurses.** Nurses who have submitted a written notice of their retirement and who have a scheduled retirement date may apply as an external candidate for a posted bargaining position prior to their scheduled retirement date. Such application as an external candidate may not occur through the unit posting process described in Section 19.3.

## **ARTICLE 20 - LAYOFF AND RECALL**

**20.1 Definition of Layoff.** Layoff shall be defined as an involuntary separation from employment, an involuntary reduction that changes an employee's benefit status, or an involuntary aggregate reduction in employees' FTE status on a unit of .5 FTE or more, for an indefinite period of time.

**20.1.1** Employees whose FTE status is reduced without constituting a layoff will be notified of the pending action at least fifteen (15) calendar days before the effective date.

**20.2 Layoff Procedure.** The Employer retains the right to determine whether a reduction in personnel is necessary, the timing of such reduction, the number of FTEs to be eliminated, and in which units or workplaces such reductions will occur. Subject to this right, the Employer may lay off regular employees within a job classification according to the following procedure:

**20.2.1 Notice of layoff.** Following its determination of the number of FTEs to be eliminated in each unit or workplace, the Employer shall give written notice to the affected employee(s) and the Association of the pending layoff at least fifteen (15) calendar days before the effective date, stating the reason(s) for the layoff. The Employer may, prior to providing such notice, solicit volunteers for layoff in order of seniority among the affected employees. Regular employees who volunteer shall be eligible for severance pay pursuant to Section 20.7.

**20.2.2 Option of employee notified of FTE reduction.** An employee notified of an involuntary reduction that changes his or her benefit status may elect to remain in her/his reduced FTE position or follow the layoff procedure.

**20.2.3 Order of layoff.** The order of layoff within the specific nursing unit(s) shall be (1) temporary employees and contracted agency nurses, (2) volunteers for separation from employment (unless previously solicited pursuant to Section 20.2.1), (3) employees in their trial service period, and (4) regular nurses by inverse order of seniority (including nurses filling interim positions and nurses on leaves of absence. If it is found that two (2) or more employees with the Employer have equal seniority, then the order of layoff shall be determined by coin toss or an equivalent random process. Employees with a temporary increase in FTE will revert to their previous FTE.

**20.2.4 Election to fill vacant position in lieu of layoff or to take severance pay.** Regular employees notified of an impending layoff may elect either to fill a vacant position for which they are qualified from among the list of available nursing positions to be provided by Human Resources, or to be laid off without the right to displace/bump any other employee. If an employee wishes to choose the option of severance pay, as set forth in Section 20.7, the employee must make such choice at this time. Employees shall have seven (7) calendar days from receipt of such notice in which to notify Human Resources of their selection. If more than one employee is to be reassigned to a vacancy at the same time, eligible employees shall be able to select a new position from among the vacant positions in order of seniority. Employees who do not elect to fill a vacant position within the same benefit band for which they are qualified shall not be entitled to displace/bump another employee under Section 20.2.5 below in lieu of layoff.

**20.2.5 Bumping process.** In the event no vacancy exists for which the employee is qualified, the employee may choose to be laid off or displace/bump a less senior employee in lieu of layoff. The process for bumping shall be as follows:

- a. The Employer will assemble a list of nurses by unit/workplace who have chosen to exercise their right to bump in lieu of layoff.
- b. Working from the bottom of the bargaining unit seniority list, bumpable positions equal to the number of nurses listed above will be identified. The least senior nurses with the Employer will be placed on the bump list regardless of FTE or shift. The list of bumpable positions will contain a sufficient number of positions to allow all displaced benefited employees to bump into a benefited employee position.
- c. If multiple employees are laid off, the bumping will occur in order of seniority. The most senior displaced employee whose turn it is to bump shall choose from among the available bumpable positions for which the bumping employee is qualified. The bumping process shall continue in this manner until all employees eligible to bump have exercised their right to bump. The right to bump shall extend only to the positions appearing on the list in subparagraph (b) above.

**20.2.6 Qualified.** For purposes of this article, an employee is qualified for a position if the employee is either immediately ready to perform the essential functions of the position or is deemed by the Employer as having the skills, ability and background to perform the functions within a period of six (6) weeks. Employees who are not able to perform the essential functions of the position after the six-week orientation period is completed will be placed on the layoff list consistent with the provisions of Sections 20.3 and 20.4.

**20.2.7 Placement introductory period.** Employees who are placed in a new position as a result of the processes described in this Section 20.2 shall serve a placement introductory period of three (3) months or 240 hours worked, whichever is greater. If the employee is not able to perform the essential functions of the position, the employee will

be placed on the layoff list consistent with the provisions of Sections 20.3 and 20.4. Nothing in this section or in Section 20.4 shall affect the Employer's right to discipline or discharge for just cause under Section 6.10.

**20.3 Recall.** Employees involuntarily separated from employment as a result of layoff ("laid off employees") will be placed on a layoff list.

**20.3.1** When a position becomes available on an employee's former unit, the employee shall be recalled to work on that unit in order of seniority among other laid off employees formerly assigned to that unit. Such laid off employees will have preference for the filling of that position on their former unit over all employees other than in-unit nurse applicants in accordance with Section 19.3.2.

**20.3.2** Laid off employees interested in being recalled to positions outside of their former unit will designate and update as appropriate the list of units in which they believe they are qualified to work. The laid off employee will be notified of posted vacancies in such units. If the employee submits an application for a posted vacancy, management will interview the employee to evaluate his or her qualifications. Laid off employees who are qualified in accordance with Sections 19.2 and 20.2.6 to fill a vacancy have preference for the filling of that vacancy over all employees other than in-unit nurse applicants in accordance with Section 19.4.3. If more than one laid off qualified employee applies for the same position outside of his or her former unit, the order of recall among laid off employees will be by seniority.

**20.4 Layoff Period.** Employees may remain on layoff for up to two (2) years and shall not lose previously accrued credit for seniority nor service while on layoff, provided they return from layoff when first recalled. A nurse who accepts a regular or resource nurse position, or who declines a regular position within the same FTE band from which they were displaced and for which the nurse is qualified, will be removed from the layoff list. Each nurse is allowed one placement from the layoff list. Nurses who are placed in a different position than the position they occupied prior to layoff will serve a placement introductory period described above in Section 20.2.7. If a nurse is deemed unsuitable for the position during this period, then the nurse will be separated from employment with no further access to the layoff list.

**20.5 Availability of Work for Laid Off Nurses.** A laid off nurse may elect to assume the position of a resource nurse on the unit from which the nurse has been laid off without a required posting of the position, if sufficient work is available on the unit to warrant the filling of a resource nurse position. Such nurse will remain on the layoff list for purposes of recall and bidding for an FTE position. The nurse must be willing to submit to the position requirements of resource nurses set forth in Section 24.1.

**20.6 Rate of Pay on Recall from Layoff.** When an employee is recalled from the layoff list to a bargaining unit position, the employee shall be paid at the same salary step at which such employee was being paid at the time of layoff. The employee's previous salary eligibility date, adjusted by the amount of break in service greater than fifteen (15) days, shall be restored.

**20.7 Severance Pay.** An employee who chooses the option of severance pay and termination of employment will have no further right to placement or recall under this article. The terms of such severance are set forth in Appendix D.

**20.8 Insurance Benefits.** For employees who are laid off involuntarily and select COBRA continuation coverage but do not choose the severance pay option, the Employer will cover the cost of such coverage for one (1) month following the date of layoff.

**20.9 Restructure.** The Employer retains the right to determine whether a restructure of a unit or units within the hospital is necessary, to determine the timing of the restructure, and to implement the restructure. As used in this section, “restructure” means the reallocation of nurses within a unit or units due to the merger, consolidation, division or other overall reorganization of a unit or units. Appropriate staffing plan revisions shall occur prior to the implementation of a restructure. Restructures may result in a mandatory shift change, change in unit assignment, change in scheduled hours, and/or change in FTE status. For purposes of this provision, an inpatient unit is defined as a group of nurses who are covered by a single schedule.

**20.9.1 Notice.** If the Employer determines that a restructure may be necessary, it will submit a written proposal detailing the contemplated restructure to the Association and to the Unit Based Nurse Practice Committee of the unit(s) affected at least sixty (60) days prior to implementation. The Association and/or the UBNPC may survey potentially impacted employees and may call a meeting with the Employer to present comments and recommendations pertaining to the contemplated restructure.

**20.9.2 Bargaining rights and obligations.** The Employer shall, upon demand by the Association, bargain the impact of the restructure. The parties’ bargaining rights and obligations shall be as follows: The Employer shall agree to meet on a minimum of three (3) occasions during the allotted 60-day period. At the conclusion of the 60-day period, unless the parties agree otherwise in writing, bargaining over the proposed restructure shall be deemed to be at an impasse and the Employer shall have the right to implement the terms of its last proposal to the Association.

**20.9.3 Procedure for affected nurses.** Each nurse on the affected unit(s) shall choose a position on the restructured unit or select an alternative vacant position for which he/she must be substantially qualified within the customary orientation guidelines. Positions shall be assigned by seniority based upon stated preference for posted position FTE, shift and hours. Nurses shall be entitled to utilize their full seniority for all purposes associated with the restructure, regardless of the period of time the nurse has been working on the particular unit/workplace. Nursing personnel remaining unassigned when all posted vacant positions are filled for which they are qualified shall be laid off per Section 20.2.

**20.10 Alternative Process for Change in FTE Status.** The parties support processes that provide flexibility and job satisfaction to nurses while meeting patient care and operational needs. Accordingly, the parties agree to maintain the following program that will allow periodically for the opportunity to change FTE status without invoking the bidding process set forth above:

1. The process for a change in FTE allocation on a unit and shift may be triggered either by a request from a nurse or by a manager's initiative but at a minimum shall occur once per calendar year.
2. After the process is initiated, a separate email posting shall be given to all regularly scheduled nurses on the unit and shift of the opportunity for a potential change in FTE status along with a request for such nurses who are interested in an FTE change to submit their preference. "Shift" shall be defined broadly to include all start and stop times normally identified with the day shift, the evening shift or the night shift, respectively. Nurses must submit in writing their interest in such a change within a deadline of no less than fourteen (14) days and no more than thirty (30) days after notice is sent.
3. Requested changes must meet the unit's operational needs as determined by the manager following consultation, as applicable, with the UBNPC and/or other personnel responsible for scheduling on the unit.
4. In the event of an approved change, FTE reallocation will be based on seniority among those who have submitted an interest in changing their FTE status. Reallocation shall be FTE neutral or as otherwise meets the unit's operational needs as determined by the manager. The process permits a discussion of changes between 8-hour, 10-hour and 12-hour shifts without the guarantee of any outcome.
5. Nurses who have submitted interest in a change will be notified of changes that have been approved. Approved changes will be implemented as soon as practicable, but not to exceed six (6) months following such notice.
6. Unit managers are not obligated to address additional FTE changes pursuant to this process within twelve (12) months after approving a change on the unit.
7. UBNPC's on each unit are encouraged to adopt procedural guidelines supplemental to the criteria set forth above.

## **ARTICLE 21 - STAFF DEVELOPMENT**

**21.1 Orientation.** All newly hired nurses will be provided a general orientation and an appropriate orientation to their assigned patient care area. A nurse will not be counted in the staffing complement of a unit if the nurse is working under the oversight of a preceptor.

**21.1.1** When assigned to an alternate patient care area, each nurse shall be provided additional orientation to prepare her/him to the area or assignment. Such orientation is to be in accordance with a specific plan designed for that patient care area. Such an overall plan may be modified for a specific nurse in accordance with the nurse's educational background and work experience.

**21.2 In-Service Education.** The Employer will continue its practice of making in-service education available to nurses on all shifts on a regular basis. Training for employees may be conducted both during and outside an employee's work schedule. Overtime rules shall apply

where the employee's attendance is required by the Employer and the sessions involve time outside the employee's work schedule.

**21.3 Staff Development Opportunities.** The Employer has a responsibility to provide information about developmental opportunities to staff. Such opportunities may include, but are not limited to, temporary positions, special assignments, in-unit educational opportunities and charge nurse opportunities. Staff development opportunities must be posted on the unit for a minimum of seven (7) calendar days and will be distributed to all nurses on the unit in a clearly labeled electronic message.

**21.4 Staff Development Fund.** Managers will make every reasonable effort to grant time off for the purpose of improving or upgrading individual skills, professional abilities, or enhancing the profession. A Staff Development Fund will be established each fiscal year on the basis of the formula of \$275.00 per FTE. A separate Resource Nurse Staff Development Fund will be established each fiscal year by (1) dividing all resource nurse hours worked in the prior fiscal year by 2,080 and (2) multiplying that figure by \$275. Employer-required education will not be paid for out of Staff Development Funds, and will be in addition to benefits provided in this section.

**21.4.1 Distribution.** The annual amount designated will be distributed to each appropriate group of employees as determined by the Professional Nursing Care Committee (PNCC). The UBNPC chairs of the identified groupings will meet at the start of each fiscal year and jointly determine the manner of distribution of funds within their group.

**21.4.2 Expenditure of funds.** Registration to conferences and other expenses shall be provided subject to the availability of funds. UBNPC's will be responsible for establishing guidelines for expenditure of funds and approving requests for staff development purposes. The PNCC has the right to request from a UBNPC the methodology for expenditure of its staff development funds and to evaluate and recommend to the UBNPC alterations to its plan. The PNCC will determine the eligibility and manner of distribution of the Resource Nurse Staff Development Fund among resource nurses.

**21.4.3 Unexpended funds.** The PNCC shall have the responsibility to reallocate all such unexpended funds in lieu of any rollover of such funds on or after June 1 in a manner they deem appropriate consistent with the purpose of the Fund, including the availability of funds to nurses who make requests throughout the fiscal year and resource nurses who have worked the equivalent of .5 FTE or greater during the fiscal year.

**21.5 Staff Development Educational Leave Hours.** Educational leave will be limited to a maximum of sixteen (16) hours per benefited registered nurse per fiscal year, except that an additional 1400 educational hours may be devoted to the Employer granting nurses on a discretionary basis up to sixteen (16) additional hours for attendance at a professional conference in the area of the nurse's specialty. These educational leave hours will be jointly administered by the PNCC and the nursing education department. Resource nurses who have worked a



minimum of 1,040 hours in the immediately preceding fiscal year shall be eligible to participate in a separate pool of eight hundred (800) educational hours per fiscal year. Educational leave will be granted in accordance with operational need, consistent with the provisions in Section 13.1.

**21.6 Certification Pay.** Employees who have a current American Nurses' Association (ANA) or national nursing organization certification on file with the Employer, and whose certification is relevant to the nurse's current area of practice, will receive an annual certification bonus. Relevancy, if in question, shall be determined by the Chief Nurse Executive (CNE) and the Professional Nursing Care Committee (PNCC). Employees who have a current non nursing certification approved by the CNE and the PNCC will also be eligible to receive the annual certification bonus. A lump sum amount of two thousand two hundred dollars (\$2,200) will be paid in pay period twenty-four (24) of 2021 for such certification, which lump sum amount will increase to two thousand five hundred (\$2,500) dollars in 2022 and remain that amount every year thereafter. Nurses who are absent from work on worker's compensation shall receive their bonus upon their return to their full FTE or their separation from employment.

**21.6.1 Eligibility.** Eligible employees include nurses employed at .5 FTE or above and resource nurses who have worked a minimum of 1,040 hours in the immediately preceding fiscal year. To receive the bonus, employees must be on the payroll at least thirty (30) days prior to the commencement of pay period twenty-four (24) as well as at the end of pay period 24, and must have submitted verification of their certification to their manager prior to the commencement of pay period 24. The effective date of the certificate will determine the year in which the bonus will be paid (i.e., if the effective date is after the commencement of pay period twenty-four (24), the bonus will be paid the following year). Only one professional certification will be compensated per nurse.

**21.6.2 Reimbursement of certification or recertification fee.** Employees will be eligible for the reimbursement of their certification or recertification fee (whether as a result of examination or earned CEUs) if they

- (1) complete the certification or recertification while employed at OHSU;
- (2) provide documentation of certification or recertification. If membership in the certifying nursing organization plus the certification or recertification fee is less than a non-member certification or recertification fee, the Employer may pay the lower amount

If the professional certification does not have free take/fail safe program for certification, OHSU will reimburse funding for one failed attempt.

**21.6.3 Approved certifications.** The Professional Nursing Care Committee (PNCC) will be responsible for maintaining a current list of approved certifications. Such list must be submitted by August 1st of each year. Recommendations for additions or deletions to this list will be forwarded to the Chief Nurse Executive for approval.

**21.7 Tuition Benefit Program.** Registered nurses may participate in OHSU's Employee Tuition Benefit program, in accordance with the terms of that program, with regard to courses not offered at the School of Nursing. Eligibility requirements and benefits will be established by the Office of the Provost. Information regarding these programs will be made available in the Human Resources Department.

**21.8 OHSU School of Nursing Classes.** In addition to the program described above in Section 21.7, the following tuition benefit will be available to regular nurses who are employed in good standing and apply for classes offered by the OHSU School of Nursing. Nurses may access a maximum of six (6) credits per quarter under either of the programs described below. Resource nurses are not eligible for this benefit.

**21.8.1 RN to BSN benefit.** Nurses who apply for this benefit must have been employed for a minimum of six (6) months and must have successfully completed their probationary period. The nurse will pay for 20% of the tuition cost and the Employer will pay the remainder, provided that the nurse will agree at the time of application to repay the Employer's portion if the nurse does not complete the course, does not receive a passing grade for the course, or voluntarily terminates his/her employment or leaves the bargaining unit within two (2) years after having completed the BSN course.

**21.8.2 Graduate benefit.** Nurses who apply for this benefit must have maintained an employment status of .5 FTE or greater in the bargaining unit for a minimum of two (2) years. Nurses will pay the following percentages of the tuition cost based on the corresponding completed years of service with the Employer in the bargaining unit:

2-5 years	35%
5-10 years	25%
More than 10 years	15%

The Employer shall pay the remainder of the tuition costs, provided that the nurse shall agree at the time of application to repay the Employer's portion if the nurse does not complete the course or does not receive a passing grade for the course. This benefit shall be made available up to a maximum amount of \$250,000 per fiscal year. This benefit shall not apply to the nurse anesthesia program.

## **ARTICLE 22 - GRIEVANCE AND ARBITRATION**

**22.1 General Provisions.** The grievance/arbitration procedure provides the means by which disputes or problems between the parties concerning the application, meaning or interpretation of this Agreement are to be resolved. Meetings to discuss a grievance are encouraged at each step of the process in order to resolve problems at the lowest level possible.

**22.2 Time Limits.** An alleged violation of this Agreement must be presented to the employee's manager as set forth in Section 22.3 below within thirty (30) days from the time the

employee had knowledge, or in the normal course of events should have had knowledge, of the occurrence which created the problem, except as follows:

**22.2.1 Disciplinary actions.** Disciplinary actions must be grieved within thirty (30) days from the date the employee receives notification of the action.

**22.2.2 Demotion, suspension or discharge.** A demotion in pay, suspension or discharge must be grieved within fifteen (15) days from the date the employee receives notification of the action. Grievances pertaining to a demotion in pay, suspension or discharge shall be initiated at STEP 2 of the grievance procedure.

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

### **22.3 Grievance Procedure.**

Prior to formal grievance – nurse and manager. Except in cases of documented discipline or grievances that affect at least five (5) nurses on two (2) or more units, which shall be initiated directly at STEP 1, the employee will first attempt to resolve the problem with the employee's manager. When the employee brings the matter to the manager's attention, the employee must identify the matter as a potential grievance. When notified, the manager will schedule a meeting with the employee within ten (10) days of notification. The nurse will be permitted to bring a non-participating witness to the meeting if he or she so desires. The manager will respond in writing within fifteen (15) days following the meeting and the written response will include notification of the employee's right to share the response with his or her representative, consult with an Association representative and file a grievance within fifteen (15) days. The response shall not violate any provision of this Agreement.

STEP 1. If the matter is not resolved through the attempted resolution with the manager, the employee, or the Association on behalf of the employee or group of employees, shall, within fifteen (15) days after receiving the manager's response or within fifteen (15) days of the response being due, present the grievance in writing, on the Association's official grievance form, complete with all the information required on the form, to the employee's director or designee.

The written grievance statement shall include:

- a. The date the grievance occurred;
- b. A description of the problem;
- c. The contract provision alleged to be violated; and
- d. The remedy sought.

Grievances that affect five (5) or more nurses on two (2) or more units shall, in addition to the information above, also include:

- e. The unit(s) impacted;

- f. An explanation of how the above number of nurses/units are affected.

The director or designee shall schedule a meeting with the grievant(s) within fifteen (15) days of receipt of the grievance and then respond in writing within fifteen (15) days of the meeting. If the grievant or ONA believes that a designee has a conflict of interest, they shall notify the director and the director shall consider whether a different designee shall be selected. If a response is untimely, the grievance will be considered automatically elevated to STEP 2.

STEP 2. If the grievance is not resolved at STEP 1, the employee or the Association on behalf of the employee shall submit the written grievance and the response from the division director at STEP 1 to Human Resources. The grievance must be submitted within fifteen (15) days of the receipt of the response at STEP 1 or of automatic elevation from STEP 1. The Chief Nurse Executive or designee shall schedule a meeting with the grievant within fifteen (15) days of receipt of the grievance and then respond in writing within fifteen (15) days of the meeting. If a response is untimely, the grievance will be considered automatically elevated to STEP 3.

The parties shall meet and discuss the grievance at each step as described above unless such meeting is mutually waived. Other meetings may be held by mutual agreement.

STEP 3. Arbitration. If the grievance is not resolved at STEP 2, the Association shall, within fifteen (15) days of the receipt of the response at STEP 2 or of automatic elevation from STEP 2, notify Human Resources that it wishes to submit the grievance to arbitration. Either the Association or the Employer may advance a grievance to arbitration; an individual employee or group of employees may not pursue arbitration without the Association's authorization.

- a. The parties agree that whenever feasible a pre-arbitration meeting will be held by the parties to attempt to formulate a submission agreement to the arbitrator.
- b. Selection of the arbitrator. The stated preference of the parties is to select an impartial arbitrator by mutual agreement. If the parties are unable to reach mutual agreement, then the arbitrator shall be chosen by the parties from a list of seven (7) arbitrators requested from the Employment Relations Board. The parties shall alternately strike one (1) name each from the list (the first strike being determined by the flip of a coin) and the last name remaining shall be the arbitrator.

The parties agree to replace an agreed upon arbitrator from the list within 30 days after it is discovered that the arbitrator is no longer available. The parties may at any time, by mutual agreement, remove and replace one or more arbitrators from the list.

- c. Replacement. Either party may ask for the replacement of an arbitrator from the panel. Such a request shall be in writing. In the event of the need to replace a member of the panel of arbitrators, such replacement shall be made by the parties within fifteen (15) days. If the parties cannot agree upon a successor within the time specified, the successor shall be selected from a list submitted by the Employment Relations Board by a process identical to that of selecting an arbitrator from the panel for a specific grievance: The parties shall alternately

strike one (1) name each from the above list (the first strike being determined by a flip of a coin) and the last name remaining shall be the impartial arbitrator.

- d. Bifurcation. Upon motion by either party to bifurcate the hearing on procedural or substantive arbitrability issues, the arbitrator will issue a decision on the arbitrability issue after the parties brief the issue in writing (i.e., without a hearing). The arbitrator will issue the decision on the arbitrability issue a reasonable time in advance of any potential hearing on the merits.
- e. The parties agree that the decision or award of the arbitrator shall be final and binding on each of the parties and that they will abide thereby. The arbitrator shall have no authority to add to, subtract from, or change any of the terms of this Agreement. The arbitrator shall render a decision within thirty (30) days of the submission of post-hearing briefs.
- f. The arbitrator's fee and expenses shall be paid by the non-prevailing party. If, in the opinion of the arbitrator, neither party can be considered the non-prevailing party, then such expenses shall be apportioned as in the arbitrator's judgment is equitable. All other expenses shall be borne exclusively by the party requiring the service or item for which payment is to be made.

**22.4 Association Representation.** The Association has the right to represent the employee at any step in the grievance procedure. If the employee chooses to represent herself/himself at a grievance step prior to arbitration, the Association has the right to be present at any grievance meeting, to receive copies of the grievance, to receive copies of the responses at each step in the grievance procedure, and/or to advise the Employer that it believes a settlement was a violation of the Agreement. An Association grievance of this nature shall be filed at STEP 2. The provisions of this section shall not diminish the statutory rights granted to exclusive bargaining representatives in ORS 243.666. Settlement of disputes by an individual nurse without the Association's knowledge shall be non-precedent setting, unless otherwise agreed to by the Association.

**22.5 Denials of Block Vacation Requests.** Block vacation request denials may be grieved using an expedited procedure.

**22.5.1** Any such grievance must be filed no later than the employee's first scheduled work day following the passage of five (5) calendar days from the last eligible day for the approval of in-block requests.

**22.5.2** The grievance will be filed at STEP 2 with the Chief Nurse Executive or his/her designee, who will respond in writing within seven (7) days of the receipt of the grievance.

**22.5.3** If the grievance is not satisfactorily resolved within five (5) days of receipt of the STEP 2 response, the Association shall have five (5) days to advise the Chief Nurse Executive that it wishes to arbitrate the grievance.

**22.5.4** The parties shall proceed in accordance with STEP 3 – Arbitration. The arbitrator shall be selected within five (5) days and a hearing will be scheduled at the earliest possible date. The arbitrator will render a decision within ten (10) days of the hearing.

## **ARTICLE 23 - STRIKES AND LOCKOUTS**

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

The Employer, therefore, agrees that during the term of this Agreement, the Employer shall not cause or permit any lockout of employees from their work. In the event an employee is unable to perform his or her assigned duties because equipment or facilities are not available due to a strike, work stoppage or slowdown by other employees, such inability to provide work shall not be deemed a lockout.

The Association, therefore, agrees that neither it nor its officers or employees covered by this Agreement will encourage, sanction, cause, support or engage in any strike as defined by ORS 243.650(22), provided, however, that if at the expiration of this Agreement, the Employer and the Association have not reached agreement on a renewal, extension or new agreement, the Association and its officers and employees covered by the Agreement may, subject to the provisions of ORS 243.712, engage in any type of strike activity which is not unlawful.

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

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

## **ARTICLE 24 - RESOURCE NURSES**

**24.1 Position Requirements.** To maintain resource nurse status, the nurse must:

- a. Work at least 360 hours each fiscal year and at least 24 hours per four-week work schedule in the nurse's home unit or as assigned by the nurse's home unit, provided work is available and the resource nurse is needed. Any such hours worked at the request of the Employer shall count toward meeting the minimum hourly obligation for the month or the year. Shifts worked at the request of the Employer are defined as (1) unfilled shifts to which the resource nurse is assigned prior to the posting of the schedule; or (2) shifts worked at the Employer's request during the posted work cycle. Hours spent completing mandatory education

requirements are not included in these hourly minimums. Nothing in this section shall be interpreted as a guarantee to resource nurses of a minimum number of hours or shifts.

- b. Work twelve (12) weekend shifts per fiscal year, provided work is available and the resource nurse is needed.
- c. Work two holidays each fiscal year, provided work is available and the resource nurse is needed consistent with Section 7.2.2. Implementation of the requirement to work two holidays will occur on a unit basis, with the active participation of the UBNPC and the resource constituent group in accordance with Section 7.2.1.h. A primary consideration governing such implementation will be a fair distribution among resource nurses over time of the requirement to work on designated holidays. If the unit to which the resource nurse is assigned requires call coverage rather than working shifts on holidays, then the nurse shall satisfy this requirement by being assigned to a call shift.
- d. Submit the nurse's availability with the unit scheduler at least two (2) weeks in advance of the posting of the work schedule, based on the identified needs of the nurse's unit. The resource nurse must give his/her availability for at least the minimum hourly obligation first to the unit/clinic to which the nurse is assigned.
- e. Nurses who are actively engaged in clinical instruction at an accredited nursing school and who maintain satisfactory job performance are exempt from the working requirements of this section.

**24.2 13-Week Assignments.** Resource nurses may agree to work a thirteen (13) week assignment, as designated by the Employer, to cover a posted vacancy on a temporary basis. During such assignment the resource nurse shall be scheduled and curtailed as if he or she were a regular nurse, but the resource nurse will not be afforded any benefits other than those already identified in this article. All resource nurses who agree to work such an assignment will be paid the resource nurse differential for higher number of hours worked, in accordance with the compensation provisions of this article, for the length of the designated assignment.

**24.3 Compensation.** Resource nurses will be paid in accordance with the rates set forth in Appendix A. Resource nurses are eligible for the differentials set forth in Sections 10.1 through 10.6. They are not eligible for CNI pay under Section 10.11. Resource nurses (except resource float pool nurses; see Section 10.9.3) shall also be eligible for the following differential pay:

**24.3.1** Resource nurses who work forty (40) hours or more in a pay period will be paid a differential equivalent to three percent (3%) of the nurse's straight rate of pay for all hours worked in the pay period.

**24.3.2** Resource nurses who work fifty (50) hours or more in a pay period will be paid a differential equivalent to five percent (5%) of the nurse's straight rate of pay for all hours worked in the pay period.

**24.3.3** Resource nurses who work sixty (60) hours or more in a pay period will be paid a differential equivalent to seven percent (7%) of the nurse's straight rate of pay for all hours worked in the pay period.

**24.4 Educational Leave and Certification Pay.** Resource nurses who have worked a minimum of 1,040 hours in the immediately preceding fiscal year will be eligible for educational leave and certification pay in accordance with the provisions of Sections 21.5 and 21.6, respectively.

**24.5 Seniority.** Resource nurses do not accrue seniority, but they shall have previously accrued seniority restored should they return to a position of 0.1 FTE or greater without a break in service.

**24.6 Cancelled Shifts.** In the event that the Employer cancels a shift in accordance with Section 7.12.2, the canceled shift will count toward the resource nurse's minimum obligations as identified in Section 24.1 above.

**24.7 Scheduling.** Resource nurses who are assigned to a shift are subject to the same attendance expectations that apply to regular nurses. Once a resource nurse is scheduled by the Employer, the nurse will be obligated to work that shift and may not be displaced by an FTE nurse giving availability after the schedule is posted. The Employer shall make a reasonable effort to release pre-scheduled resource nurses from their work obligation greater than two (2) hours before the shift, if it appears no work will be available.

**24.8 Filling of Positions.** Resource nurse positions will be posted according to the specific scheduling needs of the unit. Preference among interested and qualified applicants for resource nurse positions will be awarded on the basis of their length of service on the unit. Resource nurses may request a review of the assigned FTE positions in a unit based on their hours worked during the previous four (4) month period. If the director, in consultation with the UBNPC, determines that an increase in FTE within the unit is warranted, a position shall be posted. Hours worked in relief for vacation, sick leave or leave of absence of another nurse will not be considered a basis for an adjustment in unit FTEs.

**24.9 Failure to Meet Position Requirements.** Should a resource nurse fail to meet the minimum work obligations as identified in Section 24.1 above, taking into account Section 24.11 below, in any fiscal year, the nurse will be deemed to have voluntarily resigned and will be removed from the Employer resource nurse roster. The minimum obligations shall be prorated during the fiscal year for new hires or for regular nurses moving into a resource nurse position.

**24.10 Interim Positions.** Resource nurses will be given the opportunity to apply to work or job share hours for the entire period associated with interim positions which remain unfilled after house-wide posting. A resource nurse transferring to an interim position will be compensated at an appropriate hourly rate of pay with benefits and will accrue seniority. The nurse may also opt to continue as a resource nurse while assigned to an interim position for all purposes (including compensation), except that the nurse will be treated the same as a regular nurse for the purpose of curtailment or cancellation.



**24.11 Vacation Time Off.** Resource nurses will be permitted a personal leave of up to two (2) four-week schedule periods each year to accommodate time off for vacation needs. These two periods shall be separated by at least three (3) months, unless otherwise approved by management in its sole discretion, but shall not be unreasonably denied.

## **ARTICLE 25 - TRANSPORTATION AND PARKING**

**25.1 Parking Rates.** The Association shall be provided with the opportunity to participate in the determination of any parking rate changes. The Association will be afforded the opportunity to offer suggestions, make recommendations and introduce any data deemed appropriate. Bi-annually, the Association may request parking data including the distribution of parking permits according to the following employee categories:

ONA  
AFSCME  
Physician  
Medical Students  
Nursing Students  
Dental Students  
Unclassified Administrative

To the extent reasonably available, this data will include the cost and applicable shift of such permits issued together with the number of daily parking permits sold for each facility.

**25.2 Strategic Transportation and Parking Advisory Committee.** The Strategic Transportation and Parking Advisory Committee (“Committee”) will consist of stakeholders throughout the Employer’s organization, including at least two (2) representatives from the ONA bargaining unit appointed by the Association. The Committee will make strategic recommendations that focus on transportation goals, including but not limited to addressing issues such as employee parking, alternative modes of transportation and other matters that bear upon the daily commute of employees to and from the Employer’s facilities.

**25.2.1 Paid activity.** Bargaining unit members who serve on the Committee will be compensated at their straight time rate of pay for time spent in meetings and for time working on the Committee as otherwise approved by the Employer.

**25.2.2 Recommendations to administrative leadership team.** The Committee will be responsible for making recommendations to the Employer’s administrative leadership team for all matters within its scope of engagement as set forth in its charter, including the development and periodic review of a strategic plan. The Committee will report every twelve (12) months or as otherwise directed by the administrative leadership team.

**25.3 Assistance.** Personnel in the Transportation and Parking Office (TPO) will be available to help nurses resolve specific parking or transportation issues.

**25.4 Education and Communication.** The TPO, in partnership with the Communications Department, will maintain educational information about transportation options at OHSU. This education information will also serve as a resource to managers to help navigate parking challenges on behalf of their employees. Additionally, the TPO will ensure timely distribution of information related to parking issues and concerns.

**25.5 Pay to Park Hours.** If any part of an employee's scheduled shift falls within the Employer's pay-to-park hours (currently Monday-Friday 8:00 a.m. – 5:00 p.m.), the employee is required to pay for parking during those hours. If an employee's scheduled shift falls within non-pay-to-park hours (currently Monday-Friday 5:00 p.m. to 8:00 a.m. and Friday 5:00 p.m. to Monday 8:00 a.m., and holidays) and the employee is required to continue work into pay-to-park hours, the employee will, to avoid being ticketed, provide to the TPO his or her name, license plate information, lot information, and anticipated departure time. The employee will be covered if they are parked in a pay-to-park permit area. If the employee is parked in a patient parking area or a 24/7 reserved space, they will not be covered. The employee will be charged the prevailing TPO parking rate for the number of hours parked after 12:00 noon. Employees will pay the appropriate parking rate at the end of their work shift.

**25.5.1** Night shift employees who are transferring to a day shift position and who have previously participated in the monthly parking pass program on the day shift shall have their monthly parking pass for the day shift restored.

**25.6 Meetings Attendance.** Nurses attending mandatory meetings or Employer-approved non-mandatory meetings on shifts when they are off duty will be able to purchase a parking permit at the expense of the meeting convener by using a coupon code. Employer-approved non-mandatory meetings shall include, but not be limited to, meetings of all shared governance and contract-defined committees.

**25.7 Parking Availability.** Parking will be made available to any bargaining unit nurse who reports for work and who pays the appropriate parking rate unless paid by the nurse's department by special arrangement.

**25.8 Inclement Weather and Fines.** Parking tickets will not be issued during periods of inclement weather as defined in Section 7.10, provided that parking regulations will be enforced in designated restricted zones, all patient areas, fire lanes and ambulance zones.

**25.9 Evening Shift Employees with Monthly Passes.** The Employer will provide contiguous spaces in a central area on campus for all evening shift employees who have monthly parking passes.

**25.10 Multiple Day Sales.** The TPO will provide the opportunity to purchase in advance parking on multiple days.

**25.11 Parking Wait List.** The Employer will maintain a list online for viewing so that nurses can confirm and monitor their placement on the parking wait list. The TPO will notify employees by email when they qualify for a monthly parking pass. The email will notify of the deadline for response and advise of the consequences of not responding.

**25.12 Space Availability.** Nurses with paid permits who arrive at work during the hours of 10:00 a.m. through 12:00 noon may access data on space availability by contacting the parking attendant.

**25.13 Bicycle Access.** The Employer will continue its efforts to make available in an accessible location on its premises sufficient bicycle storage to accommodate employees, including nurses, who desire to commute by bicycle. The Employer will maintain a cash incentive program for verified bicycle commuting.

**25.14 Bus Pass Program.** Bargaining unit nurses are eligible to participate in the Employer's TriMet Bus Pass Program in accordance with the terms of the program as determined by the Employer in its discretion.

## **ARTICLE 26 - HEALTH AND SAFETY**

**26.1 Health and Safety Standards.** The parties agree to abide by standards of health and safety in accordance with the Oregon Safe Employment Act (ORS Chapter 654).

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

- a. Use of mechanical safeguards;
- b. Adherence to known safety work practices;
- c. Proper use of personal protective safety devices and wearing apparel;
- d. Adherence to provisions applicable under the Occupational Safety and Health Act; and
- e. Use of equipment according to manufacturer standards except in emergency/shortage situations. In the event that there is a deviation from manufacturer standards, the Employer shall follow applicable national or local standards or guidelines.

**26.3 Safety Protection Devices.** Proper safety devices, apparel and equipment shall be provided by the Employer for all employees engaged in work where such items are necessary to meet the requirements of safety compliance laws, regulations and policies. Employees must use such items, where provided.

**26.4 Tuberculosis Screening.** The Employer shall provide tuberculosis screening at no cost to the employee in accordance with evidence-based guidelines as approved by the Employee Health Medical Director.

**26.5 Refusal to Perform Allegedly Unsafe Work.** If an employee claims that an assigned job or assigned equipment is unsafe or might duly endanger her/his health, and for that

reason refuses to do that job or use the equipment, the employee shall immediately give her/his reasons for this conclusion to her/his supervisor in writing. The Employer shall promptly review and investigate the basis for the employee's claim and determine what action, if any, should be taken. If the employee is not satisfied by the Employer's response, he/she shall state in writing the reasons for such dissatisfaction. The Employer shall then request an immediate determination by the Environmental Health Safety (EHS) as to the safety of the job or equipment in question. EHS may be contacted at [ehs@ohsu.edu](mailto:ehs@ohsu.edu). If further information or clarification is needed, EHS, the Association or the employee may contact OR-OSHA for assistance. An Association representative or nurse representative may accompany the OR-OSHA representative and employee(s) during the determination.

**26.5.1 Opportunity for other suitable work.** Pending the outcome of the process described above, the employee shall be given suitable work elsewhere. The Employer shall use its best efforts to schedule such work on the same days and shift as the employee was originally scheduled. If no suitable work is available, the employee shall be sent home.

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

**26.6 Exposure to Serious Communicable Disease.** If in the conduct of official duties an employee is exposed to a serious communicable disease or is determined by Occupational Health to have had a high risk exposure to a disease which would require immunization, testing or treatment, the employee shall be provided immunization against, testing for, or treatment of such communicable disease without cost to the employee. Employees who Occupational Health requires to quarantine due to high-risk exposures at work as determined by Occupational Health, and who are not receiving time loss benefits on a workers' compensation claim, shall receive paid administrative leave for the lesser of the government-recommended quarantine period for the disease to which the employee was exposed or until they are cleared to return to work by Occupational Health. This section does not apply for nurses while they are assigned to work from home.

**26.7 OHSU Committees Related to Safety.** The Association shall have a bargaining unit member position in the following OHSU committees related to safety, or their successors:

- Cognitive Behavioral Care Committee
- Culture of Safety Committee
- Emergency Management Committee
- Quality Oversight Committee
- Safety Oversight Committee

The Professional Nursing Care Committee will establish a list of RN candidates from the bargaining unit for these committees. AURN will appoint the bargaining unit members for each position. The Employer may forward names of volunteers to the PNCC from the bargaining unit to these committees.

**26.8 Impairment Free Workplace.** The Employer and the Association are committed to providing a safe work environment for staff, patients, and the public. In order to meet this objective, a policy addressing an impairment free workplace has been established. A copy of the most current policy will be electronically accessible on the Employer's Policy Management System.

**26.8.1 Impairment Free Workplace Committee.** A joint committee will be maintained to assist management and staff in understanding and administering the policy. The committee shall meet a minimum of one time per calendar year in the month of October to review the policy and changes in partners (drug testing and evaluation vendors). The committee shall be composed of six (6) members; three (3) members designated by AURN and three (3) members designated by the Employer. Every reasonable effort will be made to reach full consensus on any material changes to this policy. If consensus fails, the issue will be decided by majority vote among committee members. If the vote does not result in a majority decision, the matter will be referred to the Chief Nurse Executive for a final review and determination. Committee members will be paid at the straight time rate of pay for activities related to the committee.

**26.8.1.1 Applying the impairment free policy.** A good faith attempt will be made to rotate cases covered by AURN and management, subject to their availability for meetings. AURN may appoint three (3) alternate nurses to attend pre-investigatory and investigatory conference meetings.

**26.9 Safe Patient Mobilization.** The Employer and the Association have a mutual interest in reducing the potential of injury to patients and to employees entrusted with the handling and mobilization of patients, in developing accountability of employees for their personal safety and the safety of patients, and in enhancing the work environment. Accordingly, the parties mutually support the Safe Patient Mobilization Program at OHSU ("Program") that is championed by the Chief Nurse Executive and facilitated by the Safe Patient Mobilization Committee. The AURN may appoint at least one (1) member to the committee with a two-year rotating term. The parties' mutual support extends to the goals, governance, initial focus, strategies and tactics that are reflected in the Safe Patient Mobilization Program Plan, as that document continues to change and develop over time. The Employer will maintain and fund the Program as it evolves, as determined by the CNE.

## **ARTICLE 27 - COMMITTEES**

**27.1 AURN/Management Cooperative Committee.** The mission of this cooperative body is to resolve issues of concern to both parties in a timely manner and to avert grievances. In no event will the committee engage in negotiations or reinterpretation of the contract beyond consulting materials generated during bargaining.

In addition, the Association and the Employer recognize that changes in the health care delivery system have and will continue to occur, while recognizing the common goal of providing safe patient quality care. The parties also recognize that registered nurses have a right and responsibility to participate in decisions affecting delivery of nursing care. Both parties have a mutual interest in developing delivery systems which will provide quality care on a cost efficient basis which recognizes the legal and regulatory accountability of the registered nurse.

**27.1.1** It is recognized that a resolution of issues in a timely manner is in the best interests of both parties. Therefore, the introduction of a new issue shall include agreement upon the appropriate time frame for the collection of data and resolution of the issue.

**27.1.2** The committee will consist of seven (7) members chosen by AURN and seven (7) members chosen by the Employer. The committee will meet as necessary, but at least monthly. The members will be paid at a straight rate of pay for their participation in the meetings. Management will make reasonable efforts to accommodate the employee's attendance at these meetings.

**27.1.3** Agendas will be developed jointly. The minutes will be written and jointly approved prior to distribution. The Employer will distribute the minutes to the University Health System (UHS) Board and to nursing employees by making them available on the Nursing Portal.

**27.1.4** The committee shall maintain its role regarding the removal or transfer of functions outside of the bargaining unit as set forth in Section 6.15.

**27.1.5** The Employer shall provide a semi-annual report to the AURN/Management Cooperative Committee, which will review the report and make recommendations for retention and recruiting strategies and evaluate the effectiveness of their implementation. The AURN/Management Cooperative Committee will also regularly review PPE and emergency preparedness.

**27.2 Unit Based Nursing Practice Committees.** Each unit is responsible for developing a Unit Based Nursing Practice Committee (UBNPC) which shall consist of staff nurses and management representatives. Staff nurse representatives shall be 10% of the unit up to 10 representatives, no less than 3 total, and shall be selected by nurses on the unit in accordance with the unit's UBNPC charter. For a quorum to exist, the number of staff nurse representatives present must be at least one more than the number of management representatives present.

**27.2.1 Role of UBNPC.** The UBNPC is the foundation for shared governance at the unit level. Its structure provides for the involvement of the UBNPC in local decision making by creating an environment that enhances the flow of information to and feedback from every nurse. Each patient care area should be represented by a UBNPC, provided that ambulatory care areas, small nursing units, and non-traditional areas may define "unit" for purposes of this article only.

**27.2.2 Recommendations, functions and authority.** The UBNPC is responsible for making recommendations and performing functions that advance the delivery of professional nursing at OHSU, in accordance with the Nursing Shared Governance Model and that model's Professional Nursing Organization Bylaws as may be amended from time to time, including but not limited to:

a. Unit goals related to nursing practice engagement, and patient experience and outcomes.

b. The development, implementation, monitoring, evaluation and modification of the unit staffing plan. The unit manager will collaborate with the UBNPC in these processes throughout the year. The UBNPC will assure that any contemplated changes to the unit staffing plan will be communicated to all staff nurses on the unit followed by a reasonable period for input and recommendations prior to finalizing the plan. The UBNPC, at its discretion, may conduct a non-binding vote of the bargaining unit nurses on the unit to gauge support for the plan changes, results of which shall be shared with the staff. On an annual basis and prior to the OHSU budget cycle, UBNPC's will submit a written unit specific staffing plan to the Hospital-Based Nurse Staffing Committee. UBNPC's will, as needed, conduct a review of the staffing plan's performance and make plan adjustments where appropriate.

c. Current contract requirements.

d. Other tasks agreed to or assigned by the Employer, including the opportunity to provide recommendations on unit specific scheduling practices in accordance with Section 7.2.1.

e. In addition, to offer spaces for dialogue among staff by supporting and facilitating professional development work related to race, gender, and other challenging topics, and for the active engagement of all in creating pathways to equity, freedom, and justice for all people.

Decisions/recommendations made by a UBNPC must be in compliance with the current contract, statutory regulations, and hospital policy and procedure. All clinical decisions relative to nursing practice remain the province of the staff nurse, operating under accepted standards of care and hospital policy and procedure. All unit based decisions that have a fiscal impact upon the Employer remain the province of the Employer, provided that this clause shall be interpreted and operationalized in a manner that is consistent with Oregon's nurse staffing law. It is the intention of the parties that managers will actively seek the input and recommendation of staff nurses on all fiscally based decisions.

### **27.2.3 Activities.**

a. The parties agree to jointly develop an orientation program to clarify and promote UBNPC activity on the units.

- b. Each unit will establish a charter that includes a process for selecting members who will represent all nursing staff and that contains parameters for length of membership, rotation of members, and a decision making process. A staff nurse will serve as the chair at all UBNPC meetings.
- c. Nursing staff members will have access and input to agendas and decisions. Availability of meeting minutes to all nursing staff is a requirement. UBNPC meetings will be open to all staff nurse members. Time and location will be posted.
- d. Members will serve as an advisory board on all matters related to unit based nursing practice matters.
- e. Issues which cannot be satisfactorily resolved at the UBNPC level may be forwarded to the Professional Nursing Care Committee (PNCC) for processing as provided under Section 27.4.2. The PNCC will review all such issues of concern and determine if further action is warranted. The PNCC may forward its review of the issue(s) together with its recommendation(s) for resolution in writing to the Chief Nurse Executive. A response from the Chief Nurse Executive will be provided within thirty (30) days of receipt of the recommendation(s).

**27.2.4 Paid time.** Each UBNPC member shall be paid for meetings and for relevant work done outside of meeting time that is preapproved by the member's manager. The UBNPCs shall have a total of 125 additional hours to use toward the equity work referenced in 27.2.2.

**27.3 Professional Nursing Care Committee.** The Employer recognizes the Professional Nursing Care Committee (PNCC) as a resource to direct care nurses in OHSU's hospital and clinics on matters related to patient care and professional development.

**27.3.1 Employer participation.** The PNCC may invite the Chief Nurse Executive or her/his designee to its meetings for the purpose of exchanging information or to provide the Employer with recommendations on pertinent issues that have not found avenues for resolution through the UBNPC's or nursing councils. The Employer may request special meetings outside the regular PNCC meeting time for further discussions. Meetings requested by the Employer shall be considered duty time.

**27.3.2 Interaction with UBNPC's.** Unresolved issues may be elevated to the PNCC for review consistent with the provisions of Section 27.3.3(e). UBNPC's may also seek advice from the PNCC to assist them in their structures and development. The PNCC, in collaboration with the director over professional practice, shall develop training for new UBNPC chairs or their designees annually. The training will be paid time for attendees and PNCC members conducting the training.

**27.3.3 Interaction with Staffing Committee.** The PNCC shall develop a process for selection of staff nurse members to the Staffing Committee consistent with



ORS § 441.162. The PNCC shall provide continued oversight of the selection process. A PNCC member shall serve as a liaison to the Staffing Committee.

**27.3.4 Role as advisory committee.** The PNCC shall serve as an advisory committee for appointments of direct care staff to all nursing councils and committees, standing or ad hoc, that relate to nursing service or direct patient care. The Employer shall maintain a current list of councils and committees, including the names, titles and classifications of the members and provide access to the list on the Nursing Portal. The chairs of these councils/committees shall notify the PNCC of all direct care RN vacancies. The PNCC will establish a list of RN candidates from the bargaining unit, from which the Employer may make appointments to new committees or to fill vacancies on existing committees. In addition, the PNCC chair shall serve on the Strategic Council.

**27.3.5 Education funds and certification list.** The PNCC shall monitor the distribution of staff development funds as described in Section 21.4. It is also responsible for maintaining and updating the national certification listing to inform staff of eligible certifications for the annual certification bonus and reimbursement of costs as described in Section 21.6.

**27.3.6 Committee members.** The PNCC shall be composed of six (6) nurses employed by the Employer and covered by this Agreement. Nurses shall elect the PNCC members annually, with members serving a two-year term as outlined in the AURN bylaws. The Employer shall provide four hundred (400) paid hours in the aggregate per fiscal year for PNCC members to attend to PNCC responsibilities described herein. The hours shall be paid at each nurse's straight time rate and will not be used in the calculation of overtime. The Employer will also assign administrative personnel for up to forty (40) hours per year to support the activities of the PNCC.

**27.3.7 Meeting minutes.** The PNCC shall keep minutes and shall provide a copy of minutes to the Chief Nurse Executive within thirty (30) days of their approval by the PNCC. The minutes shall be made available to nurses on the Nursing Portal.

**27.4 Attendance at Committee Meetings.** Nurses will seek to obtain, as far in advance as possible, scheduled non-productive time for attendance at committee meetings covered in this Agreement. Members of management will undertake reasonable efforts in assisting the nurse to obtain and in granting the requested time off. If a nurse arranges for coverage by a qualified nurse which does not lead to overtime or premium pay, the coverage will be approved.

## **ARTICLE 28 - TERM OF AGREEMENT**

Unless noted otherwise, all economic provisions of this Agreement shall be effective after the passage of two full pay periods following ratification. All other provisions of this Agreement shall be effective the first full payroll period following ratification. This Agreement shall remain in full force and effect through June 30, 2023, and annually thereafter unless either party serves written notice on the other to amend or terminate the Agreement within one hundred and fifty (150) days prior to its expiration or a subsequent expiration date.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2021.

FOR THE ASSOCIATION:

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Harold Fleshman, RN  
AURN President

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Terri Niles, RN  
AURN Vice-President

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Pa Vu, RN  
AURN Secretary

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Michelle Brashear, RN  
AURN Treasurer

---

Kathleen D. Cooper, RN, BSN, CCRN

---

Allen Young, RN

---

Melissa Vazquez, RN

---

Bill Erickson, RN

---

Brian Howard  
ONA Lead Negotiator

FOR THE EMPLOYER:

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Dana Bjarnason  
Vice President & Chief Nursing Officer,  
OHSU Healthcare

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Jane Russell  
Chief Nursing Officer, Doernbecher

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Lori Ellingson  
Associate Chief Nursing Officer

---

Greg Moawad  
Interim Vice President of Human Resources

---

Christine Bartlett  
Director, Critical Care

---

Rayna Tuski  
Director, InterOperative Surgery

---

Marie Curley  
Manager, Doernbecher PACU/Day Hospital

---

Stephanie Milstein  
Manager, ED Observation Unit

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Magda Leo  
Senior HR Business Partner

## APPENDIX A

### Salary Schedule

The parties agree to the following terms relative to the hourly rates of pay:

**A. Step Advancement.** Step advancement beyond Step 6 in the wage tables set forth below shall occur as follows:

1. Employees will be eligible to advance to **Step 7** following the completion of five (5) or more years of continuous service with the Employer at Step 6, or equivalent previous experience in accordance with Section 8.3.1.
2. Employees will be eligible to advance to **Step 8** following the completion of five (5) or more years of continuous service with the Employer at Step 7, or equivalent previous experience in accordance with Section 8.3.1.
3. Employees will be eligible to advance to **Step 9** following the completion of five (5) or more years of continuous service with the Employer at Step 8, or equivalent previous experience in accordance with Section 8.3.1.
4. Employees will be eligible to advance to **Step 10** following the completion of five (5) or more years of continuous service with the Employer at Step 9, or equivalent previous experience in accordance with Section 8.3.1.
5. Employees will be eligible to advance to **Step 11** following the completion of five (5) or more years of continuous service with the Employer at Step 10.

Time served in resource nurse and academic employment is to be considered in determining an employee's years of service for purposes of step placement. Resource and academic nurses transferring to a regular nurse position will be placed at a step appropriate to their nursing experience utilizing the same set of criteria that are used for the step placement of new employees pursuant to Section 8.3.1.

## B. Hourly Rates of Pay.

Wages as of 1/1/2020										
Formal Step	2	3	4	5	6	7	8	9	10	11
	First year	After 1 year	After 2 years	After 3 years	After 4 years	After 9 years	After 14 years	After 19 years	After 24 years	After 29 years
Base Rate	38.72	40.61	42.53	44.64	46.65	48.90	51.28	53.72	56.24	58.92
BSN Rate	40.56	42.54	44.55	46.76	48.87	51.22	53.72	56.27	58.91	61.72
MSN Rate	42.40	44.47	46.57	48.88	51.08	53.55	56.15	58.82	61.58	64.52
Nurse Practitioner	51.11	53.61	56.14	58.92	61.58	64.55	67.69	70.91	74.24	77.77
Resource Nurse	44.53	46.70	48.91	51.34	53.65	56.24	58.97	61.78	64.68	67.76
2.5% increase effective 1/18/21										
Formal Step	2	3	4	5	6	7	8	9	10	11
	First year	After 1 year	After 2 years	After 3 years	After 4 years	After 9 years	After 14 years	After 19 years	After 24 years	After 29 years
Base Rate	39.69	41.63	43.59	45.76	47.82	50.12	52.56	55.06	57.65	60.39
BSN Rate	41.57	43.60	45.66	47.93	50.09	52.50	55.06	57.68	60.38	63.26
MSN Rate	43.46	45.58	47.73	50.10	52.36	54.89	57.55	60.29	63.12	66.13
Nurse Practitioner	52.39	54.95	57.54	60.39	63.12	66.16	69.38	72.68	76.10	79.71
Resource Nurse	45.64	47.87	50.13	52.62	54.99	57.65	60.44	63.32	66.30	69.45
2.25% increase first pay period after 7/1/2021										
Formal Step	2	3	4	5	6	7	8	9	10	11
	First year	After 1 year	After 2 years	After 3 years	After 4 years	After 9 years	After 14 years	After 19 years	After 24 years	After 29 years
Base Rate	40.58	42.57	44.57	46.79	48.90	51.25	53.74	56.30	58.95	61.75
BSN Rate	42.51	44.58	46.69	49.01	51.22	53.68	56.30	58.98	61.74	64.68
MSN Rate	44.44	46.61	48.80	51.23	53.54	56.13	58.84	61.65	64.54	67.62
Nurse Practitioner	53.57	56.19	58.83	61.75	64.54	67.65	70.94	74.32	77.81	81.50
Resource Nurse	46.67	48.95	51.26	53.80	56.23	58.95	61.80	64.74	67.79	71.01
1.5% increase first pay period after 1/1/2022										
Formal Step	2	3	4	5	6	7	8	9	10	11
	First year	After 1 year	After 2 years	After 3 years	After 4 years	After 9 years	After 14 years	After 19 years	After 24 years	After 29 years
Base Rate	41.19	43.21	45.24	47.49	49.63	52.02	54.55	57.14	59.83	62.68
BSN Rate	43.15	45.25	47.39	49.75	51.99	54.49	57.14	59.86	62.67	65.65
MSN Rate	45.11	47.31	49.53	52.00	54.34	56.97	59.72	62.57	65.51	68.63
Nurse Practitioner	54.37	57.03	59.71	62.68	65.51	68.66	72.00	75.43	78.98	82.72
Resource Nurse	47.37	49.68	52.03	54.61	57.07	59.83	62.73	65.71	68.81	72.08
2.25% increase first pay period after 7/1/2022										
Formal Step	2	3	4	5	6	7	8	9	10	11
	First year	After 1 year	After 2 years	After 3 years	After 4 years	After 9 years	After 14 years	After 19 years	After 24 years	After 29 years
Base Rate	42.12	44.18	46.26	48.56	50.75	53.19	55.78	58.43	61.18	64.09
BSN Rate	44.12	46.27	48.46	50.87	53.16	55.72	58.43	61.21	64.08	67.13
MSN Rate	46.12	48.37	50.64	53.17	55.56	58.25	61.06	63.98	66.98	70.17
Nurse Practitioner	55.59	58.31	61.05	64.09	66.98	70.20	73.62	77.13	80.76	84.58
Resource Nurse	48.44	50.80	53.20	55.84	58.35	61.18	64.14	67.19	70.36	73.70
1.5% increase first pay period after 1/1/2023										
Formal Step	2	3	4	5	6	7	8	9	10	11
	First year	After 1 year	After 2 years	After 3 years	After 4 years	After 9 years	After 14 years	After 19 years	After 24 years	After 29 years
Base Rate	42.75	44.84	46.95	49.29	51.51	53.99	56.62	59.31	62.10	65.05
BSN Rate	44.78	46.96	49.19	51.63	53.96	56.56	59.31	62.13	65.04	68.14
MSN Rate	46.81	49.10	51.40	53.97	56.39	59.12	61.98	64.94	67.98	71.22
Nurse Practitioner	56.42	59.18	61.97	65.05	67.98	71.25	74.72	78.29	81.97	85.85
Resource Nurse	49.17	51.56	54.00	56.68	59.23	62.10	65.10	68.20	71.42	74.81

## **APPENDIX B**

### **OHSU Employee Benefits Council**

#### **Section 1. Purpose**

The OHSU Employee Benefits Council (hereinafter referred to as the Council) shall, subject to the provisions of Sections 3 and 5 herein:

- Determine the plan design and types of benefits (Medical, Dental, Disability, Life and Health Promotion) to be offered to employees and early retirees, including the coordination of insurance benefits and cash back opportunities;
- Develop and approve rules governing enrollment and eligibility;
- Develop an appeal process for individuals covered by these benefits, including criteria to be used when evaluating such appeals (which shall be the sole dispute resolution process for any individual disputing a claim for benefits or any other decision made by the Council);
- Participate in the development of communication plan(s) designed to provide covered individuals with information concerning their benefit(s);
- Determine what types of health promotion/disease management programs will be offered to employees and dependents;
- Participate in the development of any Requests for Proposals (RFP) and Requests for Information (RFI);
- Make all decisions concerning the selection of facilitators and other resource individuals, who shall report to the Council;
- Be informed on the process leading to the selection of potential providers.

#### **Section 2. Membership**

Membership of the Council shall be structured as follows:

Two (2) representatives appointed by the Association, four (4) representatives appointed by American Federation of State, County and Municipal Employees (hereinafter referred to as AFSCME), and six (6) representatives appointed by the Employer.

#### **Section 3. Decision Making**

Every reasonable attempt will be made to make consensus-based decisions utilizing evaluative criteria developed by the Council. If consensus fails, the matter(s) will be voted by the parties collectively (e.g., Association one (1) vote, AFSCME two (2) votes, and the Employer three (3) votes). If the Council is still unable to reach a decision, the matter(s) in dispute shall be referred to the OHSU President or his/her designee, whose decision shall be final and binding on the Council, the Employer, the Association and AFSCME. ONA may provide a written position statement to the OHSU President within five (5) business days after a tied vote, before the President makes a decision.

One (1) Association, two (2) AFSCME and three (3) Employer Council members shall constitute a quorum.

Evaluative criteria, which the Council may modify at any time, shall be as follows:

- Does the decision lead to a responsible cost-benefit relationship?
- To what extent will participants in the plans be satisfied with the decision?
- Does the decision enhance the Employer's long-term viability?
- Are the current and potential economic fluctuations of the industry fully recognized?
- Will participants be able to understand the benefit structure that will result from the decision made?
- Is the decision made of the highest ethical quality, so that full disclosure of the results can be made?
- Does the decision lead to administrative procedures that assure a fast response to participants' problems?
- Is the decision made of the highest ethical quality, so that full disclosure of the results can be made?
- Does the decision lead to administrative procedures that assure a fast response to participants' problems?

#### **Section 4. Meetings**

Regular meetings of the Council shall be held at least monthly at times and locations determined by the Council. Bargaining unit nurses shall receive paid release time for all Council activities. The Employer agrees to release employees from work duties except in the case of an emergency. A staff person designated by the Employer will take notes and distribute them to Council members within 30 days of each meeting. These notes will be approved by consensus of the Council members at the following meeting.

#### **Section 5. Impact on Collective Bargaining Agreements**

The Council has no authority to make decisions or promulgate rules that in any way conflict with the provisions of the parties' Agreement.

The Council may make modifications to Sections 1 through 4 of this appendix utilizing the decision-making process described in Section 3.

## **APPENDIX C**

### **Severance Program**

**A. Purpose and Terms.** The severance program described herein is designed to provide a one-time benefit to employees for financial support during a period of employment transition. The terms of this program are subject to change upon either party providing written notice that it wishes to modify the terms of the program. The parties will thereafter bargain over the terms of a modified severance program in accordance with ORS 243.698.

#### **B. Eligibility**

To be eligible for severance benefits, an employee must be:

- Regularly scheduled to work at least 20 hours per week with a .5 FTE or more;
- Involuntarily terminated in accordance with the provisions of Article 20; and
- Notified by Human Resources of eligibility for severance benefits.

Severance benefits are not available to employees who:

- Are working in a temporary or resource position;
- Are in their trial service period;
- Resign from their employment position; or
- Are given notice of termination for reasons other than position elimination.

#### **C. Conditions**

**1. Calculation of severance payment.** Severance pay will be based on length of continuous service with the Employer and will be calculated using base pay only. For purposes of this paragraph, length of continuous service is defined as continuous, uninterrupted employment with the Employer, except for breaks of service of 90 days or less. Base pay is defined as the regular rate of pay as of the date of notice of layoff excluding overtime, bonuses, shift differential, incentive pay and the value of any employee benefits. If the position being eliminated constitutes only a portion of the employee's FTE, the severance pay will be based on the affected FTE portion only. Severance will be paid in a lump sum payment and is subject to applicable taxes and other statutory withholdings.

**2. Separation agreement.** Employees who wish to accept severance benefits will be required to sign a separation agreement prior to remittance of any severance benefits and to wait for the expiration of any potential revocation window. The separation agreement will include, but will not be limited to, a waiver and release of claims against the Employer, an agreement not to solicit the Employer's employees, and an agreement to repay a pro-rata amount of severance benefits received if the employee is rehired by the Employer.

**3. Waiver of other contract rights.** Any employee who accepts severance benefits in accordance with this program automatically waives all layoff and placement rights provided for under Article 20 of the Agreement.

#### **D. Severance Benefits**

**1. Pay.** Employees shall receive four (4) weeks of base pay for less than 5 years of service, plus one (1) additional week of base pay for each fully completed year of service beyond 4 years. (For example, an employee who has worked 8 years and 4 months upon termination will receive payment for 8 fully completed years of service.)

- The maximum pay benefit under this provision shall be 26 weeks.
- Severance payments will be eligible for pension contributions.
- Any payments made for COBRA or other health and welfare benefits will not be eligible for pension contributions.

**2. Continuation of benefits.** For employees who timely select continuation of medical and dental insurance coverage under COBRA, the Employer will continue to contribute toward the cost of such coverage at the same contribution level as before for the length of the severance pay period (see chart below).

**3. Outplacement.** Employees may access outplacement services through the Employee Assistance Program (EAP). The EAP offers, in addition to phone and web-based services, up to three face-to-face counseling sessions. All services are available to employees and their dependents for 60 days after termination of employment.

**4. Cashout.** Affected employees will be cashed out for any unused vacation/holiday leave and compensatory time in accordance with Section 12.4 of the Agreement.

The chart below outlines the severance benefit and COBRA subsidy based on length of service:

<b>Length of Service</b>	<b>Weeks of Pay</b>	<b>Months of COBRA Subsidy</b>
Up to 5 years	4	1
5 to <6 years	5	2
6 to <7 years	6	2
7 to <8 years	7	2
8 to <9 years	8	2
9 to <10 years	9	3
10 to <11 years	10	3
11 to <12 years	11	3
12 to <13 years	12	3
13 to <14 years	13	4
14 to <15 years	14	4
15 to <16 years	15	4
16 to <17 years	16	4



<b>Length of Service</b>	<b>Weeks of Pay</b>	<b>Months of COBRA Subsidy</b>
17 to <18 years	17	5
18 to <19 years	18	5
19 to <20 years	19	5
20 to <21 years	20	5
21 to <22 years	21	6
22 to <23 years	22	6
23 to <24 years	23	6
24 to <25 years	24	6
25 to <26 years	25	7
26 years or more	26	7

**APPENDIX D**  
**Transition to Practice Program**

1. The Employer may require a time commitment from nurses hired into areas in OHSU with the Transition to Practice Program (“TTP”).
2. The Employer may require a nurse to agree in writing, at or before commencement of the TTP, to reimburse the Employer for costs associated with the TTP, up to a specified amount based on the duration of the TTP, in the event that the nurse does not fulfill a commitment to work a specified number of hours on his or her assigned unit/department before leaving or transferring out of the unit/department.
  - a. In the event of a six (6)-month TTP, the reimbursement amount shall be \$5,000 and the nurse’s commitment following completion of the TTP shall be 3,744 hours worked or twenty-four (24) months at the assigned FTE on the assigned unit/department, whichever occurs first.
  - b. In the event of a four (4)-month TTP, the reimbursement amount shall be \$3,333 and the nurse’s commitment following completion of the TTP shall be 2,496 hours worked or eighteen (18) months at the assigned FTE on the assigned unit/department, whichever occurs first.
  - c. In the event of a three (3)-month TTP, the reimbursement amount shall be \$2,500 and the nurse’s commitment following completion of the TTP shall be 1,872 hours worked or twelve (12) months at the assigned FTE on the assigned unit/department, whichever occurs first.

The reimbursement amount shall diminish proportionately over the length of the specified hourly period.

The above-referenced monthly caps shall be exclusive of leaves of absence in excess of fifteen (15) days.

3. If the Employer and the nurse during the TTP agree that the TTP is not a good fit for the nurse, the nurse will not be expected to reimburse the Employer for the training received during the TTP.
4. The reimbursement obligation set forth in this appendix shall no longer apply if the nurse is unable to continue serving in the position for the required period due to circumstances beyond the nurse’s control.
5. Upon request, the Employer will send the nurse the status of completion of their obligation.

## **APPENDIX E**

### **Community Hematology-Oncology**

When the operating requirements of any Community Hematology-Oncology practice area require that an employee be reassigned to a location five (5) or more miles from his or her normal work location, the employee shall be reimbursed for any resulting mileage incurred between work sites or for additional mileage incurred to and from work. Such locational reassignments shall be based on operational needs of the unit. The Employer shall provide one (1) hour's notice of any such reassignment and will provide more advance notice whenever feasible.

## **MEMORANDUM OF UNDERSTANDING #1**

### **On-Call Positions**

The Oregon Nurses Association (“Association”) and Oregon Health & Science University (“Employer”) hereby agree that the Employer may, in its discretion, create on-call positions consistent with Oregon state law and within the following parameters, unless otherwise agreed to by the parties:

1. To initiate the process, the Employer will present to the Association a preliminary assessment of scheduling needs, including the number of hours anticipated for scheduled call and the current unit call requirements. The parties will meet within fourteen (14) days of such presentation to jointly review the relevant data and to bargain over the terms specifically to be negotiated under paragraphs 2, 4, 5 and 7 of this MOU. These terms and any additional terms shall be bargained and mutually agreed to by the parties (1) prior to posting and implementation of the position(s), and (2) within thirty (30) days of the Employer’s initial presentation.

2. The on-call position will be a benefited position that consists of no regularly scheduled hours of work. Scheduled on-call hours shall be specifically identified and agreed to in the posting for any such position. A specific term to be negotiated between the parties is whether the call differential shall apply for scheduled on call hours.

3. The Employer has the discretion to create an on-call position consistent with this Memorandum on any of the following units: South Operating Room/KPV, South PACU, Trauma Intensive Care Unit, GI Lab, Interventional Radiology, Cath Lab, Care Management, Doernbecher OR, Doernbecher PACU, Casey Eye OR, Casey Eye PACU, Apheresis and Specialty Float Pool. The unit manager, in collaboration with the UBNPC, will determine whether an on-call position or positions will serve the needs of the unit and how the position will be integrated into the current on-call schedule. Consistent with those needs, the position may be split between no more than two (2) practice-related departments, but an individual call shift may not cover more than one unit at a time.

4. For any on-call position, the on-call nurse shall be guaranteed compensation of a specified number of hours per pay period at the nurse’s straight rate of pay, without regard to the number of hours actually worked. All hours of work performed up to that specified number per pay period shall be paid at the straight rate of pay. Specific terms to be negotiated between the parties include whether shift differential or weekend differential shall be paid for such hours of work.

5. Compensation for all hours worked from on-call status greater than the specified number of hours per pay period referenced in paragraph 4 above shall be consistent with the current compensation for work performed from on-call status, including time and one-half pay and payment of applicable shift and weekend differentials.

6. In each department where an on-call position exists, the department’s on-call scheduling guidelines will be revised to be consistent with this Memorandum. The guidelines may specify that holiday on-call scheduling rotation shall include the on-call position.

7. Paid time off benefits shall accrue on all hours worked, and on no less than the specified number of hours per pay period as referenced in Paragraph 4 above. Paid time off utilization shall be negotiated between the parties, recognizing the general guideline of being based on a ratio of minimum paid guaranteed compensated hours to total call scheduled hours.

OREGON NURSES ASSOCIATION

OREGON HEALTH & SCIENCE UNIVERSITY

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## MEMORANDUM OF UNDERSTANDING #2

### On-Call Staffing in Labor & Delivery Unit

The Oregon Nurses Association (“Association”) and Oregon Health & Science University (“Employer”) hereby agree to the following provisions regarding on-call staffing in the Labor & Delivery Unit. These provisions shall be in effect for the life of the parties’ current Agreement:

1. The Employer may maintain the practice of having nurses sign up for call shifts of their choosing, including one mandatory eight (8) hour call shift per 4-week work schedule. The Employer may, if necessary based on operational need, expand the mandatory call requirement to one twelve (12) hour call shift per 4-week work schedule. Nurses who sign up for a weekend call shift of eight (8) or more hours may have that weekend call shift count toward one of their weekend work obligations during a four-week scheduling period.

2. If the unit manager and the UBNPC at any point jointly determine, based on an assessment of current staffing and patient volume on the unit, that a voluntary on-call system would suffice to meet the unit’s staffing needs, the unit may implement such a system.

3. If either party determines that the call system as set forth herein does not meet the staffing needs of the unit, then that party may so notify the other party and offer to bargain over a new method for meeting those needs, in which case the parties will proceed in accordance with ORS 243.698.

OREGON NURSES ASSOCIATION

OREGON HEALTH & SCIENCE UNIVERSITY

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **MEMORANDUM OF UNDERSTANDING #3**

### **Administration of Meal and Rest Breaks**

The Employer, the Association and bargaining unit nurses have a mutual interest in nurses taking their meal and rest breaks in accordance with Section 7.4 of the parties' Agreement. The parties further stipulate that providing breaks is the Employer's responsibility and taking breaks is the nurse's responsibility. Accordingly, the Employer and the Association agree that the following steps intended to assure the taking of meal and rest breaks will occur during the life of the Agreement:

1. The Employer will maintain a program of furnishing to milk expressing mothers who are returning to work a packet of information about relevant statutes, policies, resources and guidelines to help the returning employees have a successful experience with breast milk expression in the workplace. An employee will not be required to clock out if the time required for milk expression extends beyond the allotted time for the applicable meal or rest period.

2. The Employer will provide directions and assurances to newly hired bargaining unit nurses at new employee orientation regarding the procedures to be followed for recording their missed breaks, including an assurance that nurses will not suffer adverse repercussions for recording missed breaks. The Association will be notified of any material changes in these procedures.

3. Each UBNPC will maintain and periodically review a methodology to facilitate the taking of meal and rest breaks on its unit. Each UBNPC will strive to incorporate into its methodology, consistent with safe patient care standards and the unit's staffing needs, (1) the scheduling of meal and rest breaks, (2) a structured hand-off process from shift to shift that identifies those nurse assignments that are more challenging for the taking of breaks, (3) a structured hand-off process to apply when breaks are taken, (4) the provision of breaks to nurses floating into the unit, and (5) an appropriate reporting system for employees taking breaks. The UBNPC will also review evidence-based care models and recommend, where appropriate, adjustments to the unit's staffing plan to accommodate meal and rest relief, which may include additional staff.

4. Each unit manager will oversee implementation of the methodology and assure that unit employees have been advised of the procedures to be followed in accordance with Paragraph 3 above, as well as for recording missed breaks. Nursing Administration will support the unit manager to assure such implementation, including considerations of modifications of the unit's staffing plan to accommodate meal and break relief.

5. Nurses and managers are expected to observe the following guiding principles:

- Nurses will follow the methodology recommended by the UBNPC and facilitated by the manager.

- Nurses who experience issues with successfully taking their meal and rest breaks will timely report these issues to the individuals who have authority to intervene and assist (presumably their charge nurse or manager).
- Charge nurses who are encountering difficulties with providing meal and rest breaks to nurses on their unit will notify their manager or designee in a timely manner.
- Nurses will hand over care of their patients to take their allotted meal and rest breaks and will follow applicable hand-off procedures for taking breaks.
- Nurses who provide coverage for a nurse taking a meal or rest break will strive to provide the same level of quality patient care as the nurse taking the break, and managers will support and facilitate their efforts.

OREGON NURSES ASSOCIATION

OREGON HEALTH & SCIENCE UNIVERSITY

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**MEMORANDUM OF UNDERSTANDING #4**  
**Staffing Plan Development and Shared Governance Engagement**

Oregon Health & Science University (“Employer”) and the Oregon Nurses Association (“Association”) hereby agree as follows:

In the interest of engaging staff nurses and enhancing transparency of and participation in the staffing plan development process, members of the AURN/Management Cooperative Committee, including bargaining unit members, will work with members of the Hospital-Based Nurse Staffing Committee (“HBNSC”) to develop and implement methodologies for engagement with staff nurses at the unit level. These methodologies will include strategies to encourage inpatient staff nurses and UBNPCs to use the workload intensity tool within the Employer’s electronic health record or a validated alternative tool to measure patient acuity and nursing work intensity. The employer agrees to support such an effort. Within 120 days following the effective date of the parties’ Agreement, a written program for such engagement at the nursing unit level will be developed.

As part of this effort the co-chairs of the HBNSC shall review with the AURN/Management Cooperative Committee at least semiannually (1) the progress toward meeting the written program of engagement, including any issues that have arisen; (2) an overview of unit staffing plans that have been reviewed and revised by UBNPCs and the HBNSC; and (3) a summary of variance reports reviewed and recommendations made, if any, by the HBNSC.

The Employer will provide to bargaining unit members of the HBNSC a pool of eight hundred (800) paid hours per calendar year. This increased level of paid hours is for the purpose of allowing such members additional time to carry out engagement strategies with staff nurses at the unit level, with guidance from co-chairs of the HBNSC. Committee members will track and report all such hours to the co-chairs together with a description of the nature and accomplishments of the activity.

OREGON NURSES ASSOCIATION

OREGON HEALTH & SCIENCE UNIVERSITY

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING #5**  
**Personal Safety, De-escalation, and Patient-Centered Care**

Oregon Health & Science University (“OHSU”) and the Oregon Nurses Association (Association) hereby agree as follows:

1. The Employer, with the Association’s support and cooperation, will expand training for employees regarding personal safety and de-escalation. The training will include trauma-informed care/crisis intervention and de-escalation techniques (to address, among other things, physical abuse, verbal aggression, and exposure to sexual conduct).
2. The Employer will establish locked cabinets in all units, including cabinets in each acute care adult inpatient room.
3. When safety concerns arise, including when a patient refuses to place belongings in locked cabinets, the nurse should engage the Employer’s chain of resolution policy.
4. The Employer will define Code Green to include behavioral incidents involving violence or immediate precursors to violence (such as threatening behavior), regardless of their form.
5. The Employer shall track the number, location and nature of the utilization of the rapid response team, Code Green, and all known patient and staff assaults that involve staff nurses. The data will, upon request, be shared and reviewed with the AURN/Management Cooperative Committee.

OREGON NURSES ASSOCIATION

OREGON HEALTH & SCIENCE UNIVERSITY

By:\_\_\_\_\_

By:\_\_\_\_\_

Date:\_\_\_\_\_

Date:\_\_\_\_\_

## **MEMORANDUM OF UNDERSTANDING #6**

### **Bus Passes**

Oregon Health & Science University (“Employer”) and the Oregon Nurses Association (“Association”) hereby agree that the Employer will make available to a nurse, upon request, an annual bus pass at a cost of \$50.00, which may be deducted from the nurse’s paycheck equally across four (4) consecutive pay periods. An annual bus pass will be made available to all nurses completing new hire orientation at a cost of \$25.00 for the first bus pass, which may be deducted from the nurse’s paycheck equally across two (2) consecutive pay periods. A nurse may choose to opt out of the bus pass program.

OREGON NURSES ASSOCIATION

OREGON HEALTH & SCIENCE UNIVERSITY

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING #7**  
**Influenza Vaccine and Masking Policy**

Oregon Health & Science University (“Employer”) and the Oregon Nurses Association (“Association”) agree to the following provisions pertaining to an influenza vaccine program at the Employer:

1. The parties will endeavor to collaborate in educating the workforce about the dangers of influenza and its potential impact on patients, visitors and fellow employees, and to promote an influenza vaccine program. Generally, all healthcare workforce members will be encouraged to get an influenza vaccination unless they have a medical contraindication.
2. Any nurse who declines to get an influenza vaccination will fill out a confidential declination form. Information as to the vaccination status of each nurse will be maintained in a confidential file separate from the nurse’s personnel file and will only be accessed by those with a need to know, including but not limited to Employer reviewers meeting standards set by the Joint Commission and Employer reporters of declination data for governmental surveys. Other than filling out this form, no nurse will be required to divulge the reason for his/her vaccination status to anyone else.
3. Any nurse who declines to get an influenza vaccination will wear a mask within six (6) feet of a patient in patient care areas during the “Masks On” period.
4. The Employer will not count a nurse’s unscheduled absence for flu-like symptoms as an “occurrence” under its attendance policy if each of the following criteria is met:
  - a. The absence occurs during the “Masks On” period.
  - b. The nurse has flu-like symptoms that are documented in writing by the nurse’s regular physician or nurse practitioner after an examination of the nurse at a scheduled office visit.
  - c. The above-referenced documentation is provided to the nurse’s manager no later than the start of the next shift that the nurse works.
  - d. The absence does not extend beyond four (4) consecutive calendar days (96 consecutive hours).
  - e. The nurse has not qualified for this exception on any previous occasion during the same influenza season. Nurses may qualify for this occurrence exception on no more than one occasion each influenza season.

Any documented or additional unscheduled absence for flu-like symptoms will be considered an occurrence and managed in accordance with the Employer’s attendance policy.

5. Charge nurses will be expected to respond to Influenza Vaccine and Masking Policy (“Policy”) compliance issues as they would any other compliance issue in the course of their job duties.

6. Other than the changes referenced in this memorandum, all other provisions of the Policy will remain in effect. Nothing in this memorandum waives the Association’s right, if any, to negotiate over future changes to the Policy.

7. This memorandum may be modified at any time by mutual agreement. Such modification must be written and specifically reference this memorandum.

OREGON NURSES ASSOCIATION

OREGON HEALTH & SCIENCE UNIVERSITY

By:\_\_\_\_\_

By:\_\_\_\_\_

Date:\_\_\_\_\_

Date:\_\_\_\_\_

## **MEMORANDUM OF UNDERSTANDING #8**

### **Employee Health Care Access**

Oregon Health & Science University (“OHSU”) and the Oregon Nurses Association (Association) hereby agree as follows:

1. Two (2) nurse representatives designated by the Association will be appointed to the Ambulatory Strategy Committee.
2. A telephone contact number for employees having issues related to health care access is (503) 494-9500.
3. Every six (6) months a representative of the Employer will report to the AURN/Management Cooperative Committee regarding the status of measures designed to improve the Employer’s health care access and billing processes.
4. The Employer will provide information to employees on how to improve their role as informed and responsible health care consumers.

OREGON NURSES ASSOCIATION

OREGON HEALTH & SCIENCE UNIVERSITY

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## MEMORANDUM OF UNDERSTANDING #9

### Home Infusion

The Oregon Nurses Association (“Association”) and Oregon Health & Science University (“Employer”) hereby agree to the following provisions regarding the Home Infusion Unit. All provisions of the parties’ Agreement shall apply, except for the following modifications:

1. **Call.** Home Infusion shall be included under provision 7.6.1, mandatory scheduled call units. Consistent with Article 7.6.1, a consensus-based UBNPC model of call assignment shall be developed.
2. **Travel Expense and Allowance.** In addition to the requirements of Section 8.5 – Travel Expenses and Allowances: Reimbursable mileage is all mileage driven on business related duty each work day minus 14 miles, reflecting a standard deduction of 7 miles each way for the daily commute. If a nurse has shorter mileage to the nurse’s first patient appointment or less mileage from the nurse’s last patient appointment to drive back to his or her home, only the actual miles will be deducted, which must be submitted to the nurse manager as an exception.

3. **Timekeeping:**

*Nurse Liaisons* will clock in at the start of their shift which begins at the OHSU main hospital campus.

*Field Nurses* starting their day with patient appointments will start their shift and clock in from their home and clock out at the end of their shift at their home. A standard deduction of 15 minutes will be deducted from *Field Nurses’* clocked work hours at the start of their shift and at the end of their shift, to account for average time it would take to commute to a standard work location at the start of their shift. If a nurse starts his or her first patient appointment of the day sooner than 15 minutes after leaving home, or if it is less than 15 minutes from the nurse’s last patient appointment to his or her home at the end of the shift, only those actual time(s) will be deducted. These must be submitted to the nurse manager as an exception.

*Field Nurses* starting their day at the main office location of the Home Infusion Pharmacy in Beaverton will start and clock in for their shift when they reach the Beaverton office.

4. **Telephone.** The Employer shall supply the nurse with a cellular telephone to be used for OHSU business purposes consistent with OHSU policy.
5. **Unit Based Nurse Practice Committee (UBNPC) and Staffing Guidelines.** Home Infusion will have a UBNPC, as well as unit Staffing Guidelines. However, the Unit shall not have a staffing plan.

OREGON NURSES ASSOCIATION

By: \_\_\_\_\_

Date: \_\_\_\_\_

OREGON HEALTH & SCIENCE UNIVERSITY

By: \_\_\_\_\_

Date: \_\_\_\_\_



## **MEMORANDUM OF UNDERSTANDING #10**

### **Emergent Situation Pay**

In the event of unusual patient care needs from an influx of patients, or loss of staff after an official declaration of emergency by a governmental agency, the parties agree that Emergent Situation Pay (ESP) may be temporarily used in lieu of CNI. The declaration of ESP can be for any number of units or the entire facility.

ESP differential will be a minimum of \$25 and can be greater.

ONA will be notified simultaneously with declaration of ESP, and ESP can remain in effect for a maximum of fourteen (14) days, and cannot be re-initiated within 90 days in the area it was declared. Any extensions of ESP must be agreed on by the AURN executive committee.

OREGON NURSES ASSOCIATION

OREGON HEALTH & SCIENCE UNIVERSITY

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING #11**  
**Pandemic, State of Emergency, and Disaster Bargaining**

In the event of a nationwide or worldwide pandemic, declared state of emergency, or disaster, the parties agree to negotiate effects within a reasonable time after the requesting party provides notice to the other party.

OREGON NURSES ASSOCIATION

OREGON HEALTH & SCIENCE UNIVERSITY

By:\_\_\_\_\_

By:\_\_\_\_\_

Date:\_\_\_\_\_

Date:\_\_\_\_\_

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