

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 Employer affirms its dedication to the principles of equal opportunity and freedom from unlawful discrimination. The Employer will not discriminate nor tolerate discrimination or harassment, as defined by and pursuant to Employer policy and federal and state law. As such, the Employer will not discriminate nor tolerate discrimination on the basis of race, color, ethnicity, ancestry, religion, gender, gender identity, gender expression, sex, sexual orientation, age, national origin, immigration status, marital status, disability, domestic partnership status, familial status including parental status, pregnancy, status as a victim of domestic violence, veteran status, membership or non-membership in, or activity on behalf of or in opposition to, the Union, or other extraneous considerations, not directly and substantially related to effective performance. Unlawful discrimination includes sexual harassment.**

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~~ **they are** being subjected to harassment or discrimination in violation of the Employer's applicable policies may file **a Step 1 grievance under Article 22, and/or** a complaint with the ~~Affirmative Action Equal Opportunity (AAEO) Department~~ **Office of Civil Rights, Investigation, and Compliance (OCIC)**, Human Resources Integrity Department, the employee's manager, or other AAEO **OCIC** designated authority. ~~If the complaint is not satisfactorily resolved by the Employer's investigatory and grievance process, it may~~ **Complaints may also** be submitted to the Bureau of Labor and Industries for resolution.

This provision shall not operate as an exclusive remedy prior to arbitration. Any employee who elects to file a grievance may withdraw it until twenty-one (21) calendar days prior to the commencement of an arbitration hearing in order to pursue administrative or civil remedies in lieu of the grievance process.

Grievances involving complaints of discrimination or harassment or respectful behavior (Sections 6.1 and 6.2) shall be submitted to Labor Relations at laborrelations@ohsu.edu and to the employee's Human Resources business partner

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at Step 1 in the grievance process. Such grievances shall not be advanced until the Employer's investigation is complete, unless the investigation takes longer than ninety (90) calendar days, at which point the Association may advance the grievance. The Step 1 grievance response may be amended, if necessary, once the Employer's investigation is complete. Employees shall also be referred to the appropriate state or federal agency. Except where stated above, all other parts of Article 22 will be followed.

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 **Step 1 grievance under Article 22, and/or 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. **Where applicable, an employee may also file a complaint with OCIC.**

6.2.1 When the complaint is not anonymous, the Employer will report to the complainant about the progress of reviewing the complaint **at least once every two weeks**, including any investigation that is undertaken. ~~Follow-up to the complaint will be conducted in a timely manner.~~ **If complaints are not followed up in a timely manner, the Association may ask the Director of Labor Relations to follow up so that a timely process is followed. Investigations other than those made or referred to OCIC should not exceed sixty (60) days unless all parties agree to an extension. Requests for extensions shall not be unreasonably denied. Reports formally investigated by OHSU's civil rights investigative department (currently OCIC) shall be completed as expeditiously as possible, taking into account the due process rights of both parties.** 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~~ **Within six months of ratification of the 2023-2026 Agreement, the nurses will have access to earnings statements will that** include the rate(s) paid for all compensated hours, differentials, accrued paid time off, compensatory time and overtime. **A detailed Earnings Statement Guide will be provided with full names of codes, corresponding abbreviations, pay rates, and full descriptions of all pay codes and forms of compensation. The Employer will**

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communicate with the bargaining unit about where to find the Earning Statement Guide within ninety (90) days after ratification of the 2023-2026 Agreement and will provide a link to the Earnings Statement Guide on O2 and the Employer's timekeeping system. Management shall reasonably meet with Association Representatives when requested to discuss duplications/overlap of pay codes, and confusion over items in the Earnings Statement Guide.

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. **Similarly, immediately upon identifying an overpayment, the Payroll Department will notify the nurse.** ~~If the amount of the overpayment exceeds the nurse's ability to repay immediately, t~~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~~ **their** rights under this section. The Payroll Department will make a reasonable effort to provide the letter to the nurse within fifteen (15) **business** days after having been notified of the overpayment **or after identifying 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) **business** days after the proposed repayment plan is sent, the nurse will be deemed to have accepted the plan as written **and to have consented to payroll deductions as noted in the repayment plan provided by the Payroll Department.**

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~~ **Labor Relations**

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.

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6.5.2.1 Employer error. Paycheck errors made by the Employer involving direct compensation must be corrected **in the Employer's payroll system** within forty-eight (48) hours of **the Employer verifying** the error ~~having been brought to the Employer's attention~~, not including holidays and weekends. **Nurses will notify the Employer of a paycheck error made by the Employer at askpayroll@ohsu.edu, or by using an alternate intake process provided by the Employer.**

6.5.32.2 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.~~ **Nurses will notify the Employer of a paycheck error resulting from an employee error by reaching out to their manager. Alternatively, nurses can request a historical correction to be processed by the timekeeper in the timekeeping system, in which case the payment will be processed in the next regular payrun available.**

6.5.2.3 Notice of rights. For underpayments, the Payroll Department will provide the nurse with a letter, by e-mail, alerting the nurse to consult with a tax advisor, and advising the nurse of their rights under this article. **The Payroll Department will make a reasonable effort to provide the letter to the nurse within fifteen (15) business days after having been notified of the underpayment.**

6.5.2.4 Underpayment of 5% or more. For underpayments representing 5% or more of the nurse's gross pay due on a regular pay day, **underpayments will be processed within seventy-two (72) hours after the error has been verified by the Employer's Payroll Department, excluding weekends and holidays.**

6.5.2.5 Special payment requests. For other underpayments, nurses may request an off-cycle payment by submitting a special payment request at askpayroll@ohsu.edu, or by using an alternate intake process provided by the Employer. **Special payment requests submitted for underpayments are processed within seventy-two (72) hours after the error has been verified by the Employer's Payroll Department, excluding weekends and holidays. Verification of errors by the Employer shall be completed as quickly as possible (usually within two business days from the day the Payroll Department received notification.)**

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

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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~~ **least thirty (30) days before** 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 Employer may not use any forms of discrimination covered under Section 6.1.1.** The employee shall not have the right to grieve ~~her/his~~ **their** trial service termination, **but may file a complaint pursuant to Section 6.1.1.** 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, **and** the employee, **and notice will be given to** 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~~ **their** 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.

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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~~ **they** needs more time than the maximum time allotment to complete the evaluation process, the nurse will make a written request to ~~his or her~~ **their** 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. **Management will communicate in writing to an employee that s**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, **and shall not be the basis for skipping steps of the disciplinary process.** **Coachings and the associated documentation shall not be the sole basis in selection of specialty roles.** An employee may respond to coaching, including by providing a written response to be placed in the employee's file.

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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.

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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) calendar days of such interview or notice or as otherwise mutually agreed. **If complaints are not followed up in a timely manner, the Association may ask the Director of Labor Relations to follow up so that a timely process is followed.**

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 calendar 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.~~ **The Employer will not reduce a nurse's base wage as a form of discipline.**

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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, work improvement plans, 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 expire and not be considered for purposes of progressive discipline and hiring decisions 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 expire and be removed from the nurse's personnel file. Nurses shall be allowed to verify through the Employer's process that items are removed as described above.

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). For exit interviews given in survey form, the survey will include an option, at the top of the survey, for the employee to opt-in to having their responses anonymously shared with the Association. Employees may request a copy of their exit interview responses.

The Employer shall share the survey responses of those bargaining unit employees who opted in with the Association on a quarterly basis.

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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 TO BE MOVED TO A NEW STAFFING ARTICLE 28.]

~~**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.~~

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~~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.~~