ARTICLE 10 - DIFFERENTIAL PAY

10.1 Charge Nurse. A charge differential in the amount of 11% $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 Surgical Service Coordinator (SSC). A SSC differential in the amount of 10% shall be paid to a nurse who has been assigned service lead duties by the Employer for at least two (2) consecutive hours. When service lead duty occurs on a holiday worked, the SSC differential shall be paid at the rate of time and one-half (1½ x).

10.2 Shift Differential.

Day shift: 0700-1500
10% Evening shift: 1500-1900
22% Night shift: 1900-0700

If a nurse works beyond the end of their scheduled shift, the applicable shift differential for such extra hours shall be the higher of (a) the shift differential of the nurse’s assigned shift or (b) the shift differential of the shift in which the majority of such extra hours are worked. For purposes of (b) in the preceding sentence, the day shift is considered to be 0700 to 1500, the evening shift 1500 to 1900, and the night shift 1900 to 0700. This paragraph will apply only to hours for which shift differential would not otherwise be paid under the other paragraphs of this section.
A nurse’s regular shift differential pay shall be included in Vacation hours used, Sick hours used, Comp Hours used, Bereavement Leave, Military Leave, Court Witness Leave, Jury Duty, etc.

10.2.1 **Evening shift.** Employees shall be paid an evening shift differential of **10%** per hour ($2.60 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 **22% per hour** ($6.00 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.** On units with designated mandatory call per Article 7.6.1, time spent on-call at any location shall be compensated at the rate of the federal, state, or local municipal minimum wage rate set for the OHSU Marquam Hill location, whichever is highest, $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. The following tiers of hours, within a four-week posting period, all on call hours will be compensated at the following rates:

1. Over 36 hours = 1.25 times the mandatory on-call rate
2. Over 60 hours = 1.5 times the mandatory on-call rate

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 tiers the employee is earning that pay period. Voluntary on-call shall be compensated at the rate of half of Mandatory on-call [current estimate: $7.73].

10.4 In-House Voluntary Standby Pay. A qualified Operating Room nurse who is on call, on Employer premises, and assigned to “standby” status in accordance with Section 7.7 shall be compensated $150.00 per eight (8) hour standby shift in addition to the hourly on call differential.

10.5 Preceptor Differential. A preceptor differential shall be paid to eligible preceptors in the amount of 6% $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 any type of nursing or non-nursing student assigned to the nurse for training.-nurses. Students (nursing or non-nursing) not providing care while observing are not eligible to be precepted. 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. **PANDA nurses shall receive an additional differential of $5.00 per hour. All uniforms, coats, hats, gloves, and other specialized clothing required by the Employer shall be provided by the Employer.**

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 5% $2.00 per hour for all hours floated during the two-week period. **Home Unit shall be defined as the unit in which you clock in and work the majority of your hours. 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 $8.0016% 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 for up to 45 days. After 45 days, they shall receive the full differential if they satisfy the requirements under 10.9.1.
10.10 Bilingual Pay. An employee shall receive an annual bilingual proficiency bonus of $3,000 per year if (1) the employee is deemed fluently bilingual in English and one of the languages determined by the Employer to be the ten most prevalent in the Employer’s patient population, which may be amended from time to time annually based on data collected as determined by the Employer’s Language Services Department (“Department”) and (2) the employee has passed the bilingual proficiency exam coordinated through the Department, and (3) interacts directly with patients. The Department will publish the current list of languages eligible for compensation under this article on O2 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-employer at .5 FTE and above. Eligible employees include nurses employed at 0.5 FTE or above and Resource Nurses who have worked a minimum of 1040 hours in the immediately preceding fiscal year.

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 Language Services 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) system of incentivizing certain extra shifts in an attempt to reduce the use of local agency and traveling nurses, and to recognize and prioritize first using OHSU nurses when covering difficult-to-fill shifts and peaks in census and acuity which have been identified and posted by the Employer.

10.11.13 Availability of Eligibility CNI. The incentive will be available to all regular nurses, including nurses holding interim or temporary positions.
Resource nurses are not eligible for CNI. To be eligible for the incentive, a nurse must (1) use the Employer’s designated approval process for requesting CNI/CNI Plus pay, and (2) during the applicable pay period actually work all of their regularly scheduled hours, other than hours not worked due to shift cancellation/curtailment, or-prescheduled paid time off, approved bereavement leave, or use of sick time in the opposite week of a two week pay period, 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, and approved Wellness Days. The incentive will not apply to standby shifts, mandatory 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.

**10.11.1.1 Resource Nurses shall be eligible for designated CNI shifts if they-provide availability to work a minimum of 40 hours in a two-week period. Also, all hours worked beyond 40 hours in a two week period shall be eligible for designated CNI shifts.** To be eligible, Resource Nurses must also satisfy all the requirements under Section 24.1.

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

a. Where baseline staffing is ten (10) or less designate CNI if staffing on the unit is one (1) nurse below the appropriate staffing level, and designate CNI Plus when staffing on the unit is two (2) nurses below the appropriate staffing
level: both adjusted for census and acuity, as determined by the approved staffing plan Employer.

b. Where baseline staffing is more than ten (10): designate CNI if staffing on the unit is two (2) nurses below the appropriate staffing level, adjusted for census and acuity, and designate CNI Plus if staffing on the unit is four (4) nurses below the appropriate staffing level as determined by the approved staffing plan Employer.

c. As otherwise deemed necessary by the Employer.

Where CNI or CNI Plus is to be applied on a cluster basis, a shift shall be designated as a CNI or CNI Plus 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; automatic designation of CNI Plus shall occur when staffing for that same cluster is twelve (12) below). 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/CNI Plus cluster as a Critical Need Incentive shift or CNI Plus shift, the designation will remain in effect. Any FTE nurse who works in the unit or CNI/CNI Plus 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/CNI Plus shift for that unit only based on a specific skill set needed for the unit.

10.11.3 NCI and CNI Plus rates.

Nurses working a designated Critical Need Shift shall receive a differential of $46.00/20.00 per hour. Added to their straight rate of pay as a differential in addition to all other compensation they are eligible for (differentials, holiday pay, overtime, etc). This differential will not be paid for any unworked hours or for hours worked other than in a regular nurse assignment they are qualified to fill full patient assignment.

Nurses working a designated CNI Plus Shift shall receive a differential of $60.00-per hour added to their straight rate of pay as a differential in addition to all other compensation they are eligible for (differentials, holiday pay, overtime, etc).

CNI and CNI Plus rates may not be negotiated individually with a nurse for a specific shift or unit. The CNI Critical Need Incentive rates may be adjusted uniformly across the bargaining unit upward or downward in response to various circumstances, but the rates will not be reduced below the dollar amounts specified in this section 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 twenty-eight 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 hospital-wide rate may be established to recognize early sign-up.

10.11.4 Curtailment and Cancellation. Cancellation of nurses from a Critical Need Incentive shift shall occur in reverse order of their commitment to
work such shift. If a portion of a CNI shift is curtailed, the Critical Need Incentive will be paid for any portion of a shift worked.

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