

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, work email address, 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-monthly 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 collective bargaining, the investigation of grievances, and matters involving the governance and business of the Association.

Copies of any other materials for posting must be approved by Labor Relations at laborrelations@ohsu.edu 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 outside collective action allowed under the law; maliciously disparaging the Employer or otherwise unduly interfering with the Employer's business interests delivery of patient

care; inciting prejudice, animosity, discrimination or intimidation against other employees; advocating violence; and/or obscene comments disloyal to the Employer.

2.3 Visits by ONA-Employed Staff Member ~~Association~~ Representatives.

The Association will provide the Employer with a list of those ONA employed 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 public premises and employee areas 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.

Primary ONA-employed staff members shall be provided up to four (4) badges to access employee areas without prior notice to the employer (which may exclude employee areas on locked units or other secure areas), as long as they follow the same policies and pay the same costs as other non-employees with badge access. Other ONA-employed staff members shall give 24-hour notice whenever possible and share the nature and areas of the visit before accessing the premises in non-public areas of the Employer or attending non-public meetings in person or virtually. If primary ONA-employed staff members will be attending joint or shared governance meetings that include members of management, they shall give 24-hour notice. For attendance at meetings run by management, approval by the designated Employer representative is required, with the understanding that visitation rules developed by a particular committee or body will be honored. Nurses' requests for an Association representative to attend a meeting will not be unreasonably denied. The parties have entered into a Letter of Agreement regarding this provision.

2.4 New Employee Orientation. Time shall be provided at each in person new employee orientation, every other week, so that the Association may distribute to each nurse a copy of this Agreement and copies of the Association membership

material; when new employee orientation occurs remotely, the Association will be provided, upon request, a meeting room for such purposes. The employer and Association agree to encourage registered nurses to attend in-person orientations. 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. The Employer will inform new employees on the onboarding website and in the new employee email series that there is a portion of orientation devoted to advising new employees of the rights and responsibilities of Association membership that they should attend orientation in person or virtually on alternating weeks with the date, time, location (address, building, room number), and virtual link. The Employer shall also provide new employees with the link to the Association's website sign up for new employee orientation with the Association, and will inform new employees that the Association orientation is on work time, that they are paid during that time, and that attending an orientation is important as a new employee. The Association will provide Labor Relations at laborrelations@ohsu.edu with the names of any new employee whom they believe missed the Association orientation and once per month the Employer will provide such employee(s) with paid time to attend an upcoming orientation. ~~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)~~ twenty-three (23) 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 Labor Relations at laborrelations@ohsu.edu ~~the appropriate Human Resources Director~~ of any changes of the names of the Nurse Representatives or local Association officers and will provide a list of such names to the

1 Employer *when changes occur*. Nurse Representatives and Association officers will not
2 be recognized as such unless they have been verified by ONA in writing.

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4 **2.5.1 Paid hours.** The Employer shall provide to designated Nurse
5 Representatives a pool of ~~nine hundred sixty (960)~~ fourteen hundred and forty
6 (1440) paid hours annually, July 1 through June 30, for the activities described
7 herein. These activities include investigation of grievances, attending grievance
8 meetings, attending investigatory and disciplinary meetings, and attending
9 meetings with management representatives regarding Association matters. Time
10 spent in these activities will not be used in the calculation of overtime. If these
11 duties by necessity must occur during a nurse's scheduled working hours, the
12 nurse shall notify his or her manager in writing prior to engaging in the activities.
13 The manager shall then notify the nurse whether the activities can be undertaken
14 during the nurse's scheduled working hours. No more than twelve (12) paid
15 hours per week may be used by any given Nurse Representative. The hours
16 referenced in this provision do not include paid time for negotiating team
17 members (see Section 2.8) or for committee activity described in Article 27.

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19 **2.5.2 Performance of activities.** The Nurse Representative shall notify
20 her/his immediate supervisor prior to performing permitted Nurse Representative
21 duties on work time. If, in the supervisor's discretion, the permitted activity would
22 interfere with the work of the Nurse Representative or other employees, the
23 Nurse Representative will arrange with the responsible supervisor(s) for a
24 mutually satisfactory time to perform the requested activity.

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26 **2.5.3 Protected activity.** The Employer agrees that there shall be no
27 reprisal, coercion, intimidation, or discrimination against a Nurse Representative
28 for any authorized activity.
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1 **2.6 AURN Hot Line.** The Employer shall provide a campus telephone number
2 (503-494-6880) for the use of the AURN. The AURN shall be responsible for the cost of
3 the dedicated telephone line and message center called the AURN Hot Line.

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5 **2.7 Use of Employer's Electronic Mail (e-mail).** Employees shall be
6 permitted use of the Employer's e-mail system for the purpose of communicating with
7 the Association, AURN officers, Grievance Representatives, and co-workers regarding
8 Association matters, provided the origination and reading of such communication occurs
9 during non-duty hours.

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

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21 Bargaining unit employees will be permitted access to the Internet during their
22 own time on equipment and locations as permitted by the Employer. Employees shall
23 be limited to no more than two (2) pages of printed text per each authorized e-mail
24 message or as the result of any e-mail message as provided herein. AURN unit
25 representatives are permitted to print e-mail messages of no more than five (5) pages in
26 length for posting on unit bulletin boards.

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28 **2.8 Negotiating Team.** Each negotiating cycle, aA maximum of thirteen (13)
29 nine (9) members of the Association's negotiating team, as designated by the

Association, shall be compensated for up to 3,750 hours of time spent in attendance at negotiations meetings with the Employer and caucusing once bargaining commences. If the pool of hours has been exhausted, all additional bargaining days shall be paid. Requests for additional paid caucus days will not be unreasonably denied. Time spent in attendance at such meetings will count towards fulfilling FTE or MRS, and 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.

2.11 The employer parties agrees to adhere to ORS243.650 to 243.782.