Memorandum of Understanding

Between

Oregon Health & Science University

And

Oregon Nurses Association

The Oregon Nurses Association (hereafter "Association") and the Oregon Health & Science University (hereafter "Employer") hereby enter into the following Memorandum of Understanding in response to staffing concerns presented by the COVID-19 virus.

1. **Expansion of CNI:**
   CNI shall be increased to $46 per hour and expanded to Resource Nurses as stipulated.

   I. Resource Nurses shall receive CNI for shifts worked at the request of the Employer beyond their scheduled Minimum Required Shifts (MRS). Per 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.

   II. Nurses shall lose CNI eligibility for the one week in which they call in sick during a two week pay period.

   III. Nurses shall be able to use pre scheduled and approved two wellness days referenced in 2. II. of this MOU with no impact on CNI eligibility.

   IV. All Nurses shall receive $46 per hour for additional shifts worked beyond their FTE, or Resource Nurses who work beyond their scheduled minimum 24 hours in a four week work schedule.

   V. All bargaining unit nurses are eligible to work additional shifts in units/depts. outside their home unit as long as they are qualified and able to take an independent assignment. Per the CBA, “qualified” means that the nurse 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.

   VI. CNI shall be provided on a one time non-precedent setting basis for nurses in all units who work an additional shift(s) beyond their FTE and Resource nurses who work beyond their Minimum Required Shifts. The nurse may fulfill their FTE with hours worked and/or use of prescheduled paid time off (Including bereavement leave) and/or comp time during the applicable two-week pay period. Sick accruals may be applied in one week of the two-week pay period for FTE and Resource nurses without impacting eligibility, per II. above.

   VII. 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.

   VIII. Order of scheduling: Employees shall be scheduled for CNI in the order listed below instead of section 7.2.2 in the current CBA. UBNPCs may create their own scheduling procedures, provided it follows the order below. All open extra shifts must be
communicated in writing at the same time to all nurses to submit preferences to work those shifts, before shifts are assigned.

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. Resource nurses meeting their minimum shift obligation.

c. Traveler/contract nurses with a multiple week contract working during their contracted work week - Not eligible for CNI.

d. Temporary nurses who are in the bargaining unit

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).

g. Regular nurses working above their assigned MRS at the regular rate of pay (including nurses opting to work without CNI pay on an incentive shift.)

h. Resource nurses working beyond their minimum shift obligation with critical need incentive.

i. Regular Nurses working overtime (over 40 hours or scheduled shift length) or double back (when not part of their FTE requirement)

j. Resource nurses working overtime

k. Traveler nurses with a multiple week contract working above their contracted work week. - Not eligible for CNI.

l. Daily assigned (per diem) agency nurses

IX. Order of curtailment/cancellation: Article 7.13.7 Order of curtailment/cancellation in the CBA will be followed with the following exception, Resource nurses being CNI eligible:

a) Daily assigned (per diem) agency nurses and Traveler nurses with a multiple week contract working in excess of their contracted work week.

**CNI + Overtime:**

b) Resource nurses working a critical need incentive shift in addition to working overtime (over 40 hours or scheduled shift length) or double back (not part of FTE requirement)

c) Regular nurses working a critical need incentive shift in addition to working overtime (over 40 hours or scheduled shift length) or double back (not part of FTE requirement)

d) Nurses working overtime (over 40 hours or scheduled shift length) or double back (not part of FTE requirement)
CNI:
e) Resource nurses working a critical need incentive shift or other work incentive to be curtailed/cancelled in inverse order of sign up

f) Regular nurses working a critical need incentive shift or other work incentive to be curtailed/cancelled in inverse order of sign up

NOT CNI:
g) Volunteers

h) Resource nurses working beyond minimum shift obligation (“resource other”) or nurses working beyond FTE requirements (“regular other”) who signed up after the schedule was posted (to be curtailed/canceled in inverse order of sign-up)

i) Resource other who signed up prior to the posting of the schedule

j) Regular other who signed up prior to the posting of the schedule

k) Resource nurses working minimum shift obligation

l) Laid off nurses (in accordance with Section 20.5)

m) Temporary Nurses

n) Traveler nurses with a multiple week contract not working in excess of their contracted work week

o) Nurses fulfilling their FTE requirements (including nurses working a double back during their regularly scheduled shift and nurses filling interim positions)

X. Per the CBA, other than the exceptions noted above, the rest of the CNI related articles apply.

Examples of CNI Per Shift Breakdown:

<table>
<thead>
<tr>
<th>Shift length</th>
<th>Hourly CNI rate</th>
<th>Shift total</th>
</tr>
</thead>
<tbody>
<tr>
<td>12 hour shift</td>
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<td>$552</td>
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<tr>
<td>10 hour shift</td>
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<tr>
<td>8 hour shift</td>
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<td>$368</td>
</tr>
<tr>
<td>4 hour shift</td>
<td>$46.00</td>
<td>$184</td>
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</table>
2. **Working While on Vacation Incentive:** This incentive applies to any nurse that accrues vacation. FTE nurses who have approved vacation scheduled during this designated time period (anytime during that work week Monday to Sunday) who agree to pick up a shift(s), will receive their normal vacation pay (for used accruals, which will count toward the nurse’s annual allotment), plus pay for hours worked (including any applicable premiums), plus a one-time, lump sum bonus of $100 for a minimum of 4 hours worked, $200 for a minimum of 8 hours worked, $250 for 10 hours worked, $300 for 12 hours worked, (Based on productive hours; excludes meal periods). This will only apply to any FTE nurse who has approved vacation and agrees to pick up shift(s) during the approved vacation week (Monday to Sunday).

**Note:** The above incentive does not stack with CNI until the nurse has worked the hours of their assigned FTE. Expanded CNI, would apply to an FTE nurse who cancels their vacation, works their FTE and picks up an eligible shift beyond their FTE which qualifies for Expanded CNI.

3. **Non-bargaining unit nurses.** Nurses not represented by Association may perform work traditionally performed by Association-represented nurses for the duration of this Agreement, as long as such non –bargaining unit nurses do not replace or cause the curtailment/cancellation of bargaining unit nurses. Posted shift vacancies that have not been filled by bargaining unit nurses within 24 hours of the shift start time may then be offered to non-bargaining unit nurses. Immediate shift needs shall be offered first to bargaining unit nurses before soliciting others. Traveler and agency nurses working beyond their contracted weekly shifts shall be curtailed first before bargaining unit nurses.

Article 7.2.2 shall be followed, including but not limited to “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.”

4. **Support for Mental Health of Nurses:** The Employer and Association agree that the mental health of nurses is a high priority and will be provided extra support due to the pandemic. To that end the Employer offers the following resources:
   i. a. The Spark Employee Assistance Program (EAP) offers 24/7 crisis counseling, as well as 3 free counseling sessions with a provider in the MODA PPO-network. Additionally, counselors are available who identify as BIPOC and offer treatment for race-based trauma/stress.
   b. OHSU Adult Outpatient Psychiatric Clinic provides consultation, neuropsychological testing for a wide range of mental health conditions. Referral is needed from the Employee’s Primary Care by calling 503.494.6176.
c. Psychological resilience group sessions facilitated by a Psychologist(s) on coping with stress, supporting team members, discussing challenges as well as signs of growth and meaning during this difficult time. Resilience building workshops with some experiential exercises and discussion will also be offered to larger groups of employees. These sessions will be paid at the nurse’s hourly rate of pay up to 2 hours.

d. Additional Wellness Resources available on the O2:
https://o2.ohsu.edu/student-central/health-wellness/prevention/wellness-resources.cfm
https://o2.ohsu.edu/covid-19/wellness/wellness-resources.cfm

e. At the nurse’s request management and/or HR Business Partner will discuss these resources.

II. Wellness Days. Nurses will continue to be able to request two wellness days (that were previously allocated) by April 9th, 2023. Previously allocated wellness days that are not used by April 9, 2023 will expire April 9, 2023. Two additional wellness days will also be allocated for use in calendar year 2023. Nurses will be able to use their sick/vacation/comp time to cover the time off. These days will need to be prescheduled and approved by the manager.

a. If the schedule is already posted it will be a shared responsibility of the manager and the nurse to obtain coverage for these requests. It is understood that 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.

Duration of Agreement. The Employer and Association are committed to the following agreement through April 9th, 2023. The Employer and Association may mutually agree to extend this MOU in full.

For the duration of this agreement the Employer and the Association wishes to maintain open communication as previously agreed to problem solve as issues arise.
OREGON HEALTH & SCIENCE UNIVERSITY

By: Regina Lagging
Regina Lagging Director of Labor Relations
Date: 1/11/2023

OREGON NURSES ASSOCIATION

By: Amber Cooper, ONA Lead Labor Representative
Date: 1/11/2023