

# **TENTATIVE AGREEMENT**

**ONA – OHSU Negotiations**

**Reached on May 18, 2017**

**Third draft – modified as of 5-25-17**

**(LOA “Voluntary Retirement Incentive Program” corrected 5-30-17)**

## ARTICLE 2 – ASSOCIATION PRIVILEGES AND LIMITATIONS

**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. [in at least, but not limited to, the following locations:

- a. ~~———— Multnomah Pavilion first floor~~
- b. ~~———— CHH, 7<sup>th</sup> floor lounge~~
- c. ~~———— OHSU Hospital, first floor opposite designated staff elevators~~
- d. ~~———— OHSU Hospital, third floor, east-west hallway~~
- e. ~~———— Doernbecher Children’s Hospital~~
- f. ~~———— KPV 9<sup>th</sup> floor in patient transport elevator lobby~~

~~The notices shall be restricted to the following types:~~

- a. ~~———— Notices of professional and social affairs;~~
- b. ~~———— Notices of elections, appointments, and results of elections;~~
- c. ~~———— Notices of meetings; and~~
- d. ~~———— Notices of negotiation progress.~~

~~Every effort will be made to provide a bulletin board for Association correspondence in each unit and clinic lounge.]~~

Copies of any other materials for posting must be approved by the appropriate Human Resources Director or designee prior to [its] **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.

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**2.4 [Notices to] New Employee[s] 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 place of new employee orientation meetings.

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**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.

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**2.8 Negotiating Team.** A maximum of [~~six (6)~~ 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 5 - DEFINITIONS

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**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.

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**5.8 Regular Rate of Pay.** Straight rate of pay plus, where applicable, any differential payable under this Agreement (excluding call differential [pay]), 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 [Article] Sections 11.1 and 21.8. 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.

## 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.

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~~**6.1.3 — Process for reporting harassment for non-protected class.** OHSU is committed to providing a harassment and hostile free working environment for all of its employees, regardless of protected class. Accordingly, an employee alleging harassing or hostile type behavior in her/his work environment for a non-protected class may file a complaint with the Integrity Office in accordance with the Employer's policies and protocols.]~~

**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, or with the Integrity Office 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.

*[renumber all subsequent sections of Article 6]*

**6.[2]3 [Payroll Practices] Recordkeeping.** The Employer shall maintain [payroll] records in accordance with federal and state law. [These] **The Employer's** records shall include information pertaining to attendance, accrued and used paid time off, and other leaves with or without pay.

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**6.[7]8 Performance Appraisals.** [Each manager] **The Employer** will provide a formal performance evaluation for each employee, at least annually, and provide informal feedback and coaching to employees as appropriate. [If the manager is not a registered nurse, then an unclassified] **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.[7]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. [The

~~evaluator will discuss the performance appraisal with the employee. The evaluator may seek input from any source necessary to assist with an accurate assessment of an employee's performance. In accordance with individual unit procedures developed in collaboration with the UBNPC, the employee will be notified in advance of his or her opportunity to submit peer evaluation(s) on a form provided by the Employer as input for the performance appraisal. If there are any changes or recommendations to be made in the performance appraisal after the evaluator has discussed it with the employee, the employee shall have the opportunity to comment on these changes before they are made.]~~  
The employee shall sign the performance appraisal and that signature shall only indicate that the employee has read the performance appraisal. ~~[A copy shall be provided the employee at this time or by subsequent email. All written comments and other materials submitted by the employee shall be attached to the performance 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.

~~[6.7.2]~~ **6.8.3 Trial service period.** Every employee shall receive a performance appraisal at the end of a trial service period.

**6.[8]9 Individual Development Plans.** ~~[6.8.1—Non-disciplinary tools.]~~ The parties recognize that mutually agreed upon individual development plans are not disciplinary actions ~~[- An individual development plan shall]~~ 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** [plans], 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.**

~~**6.8.2—Development of plan.** When an employee makes a written request to her/his supervisor for an individual development plan, or a supervisor initiates an individual development plan, the supervisor and employee shall mutually develop such an individual development plan within a reasonable period of time. Each individual development plan is expected to delineate job requirements, expectations and objectives.~~

~~**6.8.3—Change in circumstances.** Whenever there is a substantial increase in workload or a directive issued by the Employer that could cause the employee to substantially deviate from the previously agreed individual development plan, the employee may initiate and the supervisor and the employee shall mutually develop an adjustment of the individual development plan to set priorities which allow the employee to carry out the changes necessary.]~~

## **6.[9]10 Discipline and Discharge.**

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**6.[9]10.4 Pre-disciplinary notice [and investigation].** 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, ~~and~~ a statement that the employee may be ~~dismissed~~ **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**

[investigation] 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.[9]10.5 Investigatory interviews.** Employees covered by this Agreement have the right to request [union representation] 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. [Employees who are asked to attend such an investigatory interview will be notified in advance of the general topic.] 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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**6.10.7 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.

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~~[6.9.9]~~ **6.10.10 Prohibited basis for disciplinary action.** *Maintain current language.*

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~~[6.9.12]~~ **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 [~~-, immunization or treatment~~] will be placed on leave [~~Leave Without Pay (LWOP)~~] 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 [~~dismissal~~] discharge.

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**6.14 Contracting Out.** The Employer may determine to contract or subcontract work, provided that, if the [~~as to~~] work [~~which~~] 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. [~~In such event, the parties shall negotiate until they reach either agreement or impasse within a period of ninety (90) days.~~] It is specifically understood that such negotiations are not required in (1) emergency situations or (2) where the impact is minimal.

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**6.16 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.

## ARTICLE 7 - HOURS OF WORK

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**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.

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## 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 ~~[minimum]~~ optimum projected number of staff needed to cover the unit or department, sick time ~~[leave]~~ 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 ~~[decrease]~~ change the pattern of scheduled shifts and/or change the number of weekend shifts staff would need to work; ~~[and]~~
- 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. Nurses fulfilling their FTE requirements. This category includes nurses filling regular FTE positions on a temporary or interim basis.

- b. Traveler nurses with a multiple week contract

- c. Temporary nurses

- ~~d. Laid off nurses who have complied with the requirements of Article 20.5]~~

- d[e]. Resource nurses meeting their minimum shift obligation

- e[f]. 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[g]. Resource nurses working beyond their minimum shift obligation

- g[h]. Regular nurses working a critical need incentive shift

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

- i[j]. 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.

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**7.2.3 Posting of schedules.** [Employee] Work schedules of employees who have completed their internship or their orientation period shall be posted at least twenty-eight (28) days in advance of their effective date [except where an emergency precludes such advance notice or where a schedule change is mutually agreed to by the affected employee(s)]. Changes to a posted work schedule may only occur in the event of an emergency, 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.

**7.2.3.1 Interns and orientees.** Initial work schedules for nurses in an internship 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).

**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.** *Maintain current language*

~~[7.2.5 Election days. On recognized Federal and State election days, the work will be arranged to allow the employees the opportunity to vote.]~~

**7.3 Adjustment of shift lengths.** [Current] Employees may, in accordance with the regular work schedule posting process, have their shift lengths adjusted based on operational need of the unit [with thirty (30) days' written notice]. Such shift length changes shall not cause



an involuntary [~~FTE~~] 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.** *Maintain current language.*

**7.5 Rotation of Shifts.** *Maintain current language.*

**7.6 On-Call. . . .**

**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, Angiography, Cardiac Cath, Non-Invasive Cardiology, Home Infusion and Transplant Coordinators. 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.** *Maintain current language.*

**7.6.3 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.

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**7.6.5 On-call conditions.** *Maintain current language.*

**7.6.6 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. 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 ~~and~~ vacation time or comp time) or take leave without pay. **Such utilization shall not count as an occurrence under the Employer's attendance policy.**

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**7.10 Inclement Conditions.** The Employer may, in its discretion, decide to close selected portions of its operations due to inclement weather. In the event of inclement weather, the following rules shall apply **in lieu of the provisions of Section 7.12.3:**

**7.10.1** If the employee [~~does not receive notification and 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 weather conditions 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 inclement weather, 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 inclement conditions 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 Job Share.** Employees [will be allowed] may submit to their immediate supervisor requests to job share within their shift and unit [FTE positions of 1.0 or less if it will not incur extra cost to the Employer. Job share opportunities may be initiated by managers or staff nurses.]. 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.

~~**7.11.1 Request for job share arrangement.** Two employees wishing to job share must notify their immediate supervisor in writing outlining the FTE to be shared, which portion each person will fill, and an explanation of how the shared position will not result in additional cost to the Employer. The supervisor will have the right to approve or deny such request, however, a written explanation of any denial will be provided to the employees and the Association. An approved job share arrangement shall be required to fulfill only the original position's weekend obligation.~~

~~**7.11.2 Posting.** If the job share arrangement is approved, it will be posted on the unit to allow any nurse on the unit to bid upon one of the portions. The most senior nurse(s) applying for the job share positions will be awarded the position(s). The newly~~

~~created job share positions will become effective at the next regularly posted scheduling period.]~~

**7.11.1** **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.

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**7.12.7** **Order of curtailment/cancellation.** *Maintain current language.*

## ARTICLE 8 - WAGES

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**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.

## ARTICLE 9 – OVERTIME AND PREMIUM PAY

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**9.1.1 Definition of overtime.** *Maintain current language.*

**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 [for overtime] 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.

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**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 [~~as well as scheduled vacation time,~~] 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. [~~Resources will be accessed in the following order:~~

- a. ~~Managers identify scheduling needs and available work monthly in like units.~~
- b. ~~Float pool nurses, resource nurses and part-time nurses are encouraged to fill holes.~~
- c. ~~Deficiencies in like units are reviewed twice weekly.~~

- d. ~~Centralized Staffing assigns nurses to float.~~
- e. ~~Volunteers are solicited from among those nurses at work.~~
- f. ~~Volunteers are solicited from among those nurses at home.~~
- g. ~~Volunteers are solicited for overtime assignments.~~
- h. ~~Local Agencies who provide daily coverage are contacted and utilized to prevent mandatory overtime.~~
- i. ~~Overtime is assigned.]~~

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**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 ~~[one (1) hour]~~ **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.

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**9.3.2 Telephone calls.** Nurses assigned on-call and required to respond to telephone calls as part of their responsibilities shall be compensated at one and one-half (1 ½) times their straight rate of pay. Time spent shall be compensated ~~[in six (6) minute segments, but in no event less than eighteen (18) minutes per response during the hours of 11:00 p.m. to 7:00 a.m. and at other times no less than twelve (12) minutes per response. In the event that the Employer changes its system to record time in fifteen (15) minute segments, then the foregoing sentence will no longer be in effect and all time spent under this paragraph will be compensated]~~ in fifteen (15) minute segments per response.

\* \* \* \*

**9.4 Compensatory Time.** *Maintain current language.*



## ARTICLE 10 – DIFFERENTIAL PAY

**10.1 Charge Nurse.** A charge differential in the amount of [~~\$2.85~~] **\$3.50** per hour 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 [~~\$2.30~~] **\$2.40** per hour (**\$2.50 per hour effective the first full pay period following April 1, 2018**) 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 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 \$4.50 per hour (**\$4.75 per hour effective the first full pay period following July 1, 2017**). 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 [~~the number of on-call standard hours established per nurse in the department~~] **forty-eight (48) hours within a four-week posting period**, the RN will be compensated at a rate of [~~\$5.00~~] **\$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.

\* \* \* \*

**10.5 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.** ~~[An eligible]~~ A preceptor shall be defined as a nurse ~~[who has completed the Division of Nursing Preceptor Education Program and]~~ who has been assigned ~~[by the manager]~~ to act either (1) as a preceptor to new RN hires, RNs participating in internship programs or student nurses, or (2) as a Clinical Teaching Associate for an immersion student. 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 the first four (4) weekend shifts worked, and fifteen percent (15%) of the straight rate of pay for all additional weekend shifts worked (unless waived by the nurse), in a posted work cycle].~~ **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.**

\* \* \* \*

**10.10 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 ~~[Translation and Interpreter]~~ **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.

\* \* \* \*

## **10.11 Critical Need Incentive . . . .**

**10.11.1 CNI rate.** ~~[All designated Critical Need Shifts will be compensated with a twelve dollar (\$12.00) per hour differential (\$4.00 per hour for Float Pool nurses effective January 1, 2014). This differential shall be in addition to all other monies due an employee.]~~ Nurses working a designated Critical Need Shift shall receive a differential of \$12.00 per hour (\$13.00 per hour effective the first full pay period following April 1, 2018 and \$14.00 per hour effective the first full pay period following April 1, 2019), except that the differential shall be one-half these rates for Float Pool nurses. 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 [~~\$12.00 per hour (\$4.00 per hour for Float Pool nurses)~~]. If such a general adjustment becomes necessary, the Employer shall give written notice one full pay period in advance of the effective date to 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 reward 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 Division Director or designee.
- 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 Division Director or designee.

- 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 is to be applied on a cluster rather than a unit basis.

Once a shift has been identified on a unit or 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, 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.

## ARTICLE 11 - HOLIDAY AND VACATION BENEFITS

**11.1 Accrual of Vacation/ [and] Holiday Time.** *Maintain current language.*

*[Note: Change “vacation and holiday” to “vacation/holiday” throughout Agreement.]*

**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.** *Maintain current language.*

**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 and holiday hours may accumulate to a maximum of 364 hours. To avoid losing vacation and 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 and holiday leave at least thirty (30) days in advance of reaching an accrual level that endangers future accruals. [~~The nurse manager~~ **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, [~~the nurse manager~~ **management**] will alert Payroll that all excess vacation and 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 and 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

\* \* \* \*

**12.2 Unscheduled Absences.** Unscheduled absences due to illness shall be compensated from employees' sick leave or compensatory time banks. Employees may not access their vacation and 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 and 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 and 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 [~~poor attendance~~] **excessive and/or unauthorized absenteeism**, if warranted in the judgment of the Employer.

**12.2.1 Special requests for use of vacation and holiday time.** Employees wishing to use vacation and holiday time for unscheduled absences due to illness will make the request for such use in writing to their immediate supervisor and the [~~Chief Nurse Executive (CNE)~~] **Division Director**. The immediate supervisor will review the employee's record and forward to the [~~CNE~~] **Division Director** an evaluation of the employee's individual circumstances. The [~~CNE's~~] **Division Director's** decision will be communicated via email to the nurse with a copy to the nurse's immediate supervisor [~~and Division Director~~] and the Association's labor representative. [~~A designee will be appointed in the absence of the CNE to act on all requests received.~~] **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.

\* \* \* \*

**12.5 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 ~~either:~~(i) **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.** ~~[due to a medical condition of the employee or a member of the employee's immediate family or household, as defined below, or~~

~~(ii) for a number of days equivalent to one pay period at the employee's FTE level (which is generally equivalent to 14 calendar days but need not be consecutive) because the employee or an immediate family or household member suffers from a life threatening illness or injury, or death.]~~

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 does not qualify for disability insurance benefits, worker's compensation coverage or retirement benefits. ~~;~~ ~~and~~

~~d. The requested donation is not due to pregnancy or birth after 36 weeks.]~~

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 [~~parents, spouse, spousal equivalent, children, brother, sister, grandchild, grandparents, father-in-law, mother-in-law, son-in-law, or daughter-in-law~~]. 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 [~~in full hour increments~~] 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

\* \* \* \*

**13.2 Submission of Vacation Requests.** Vacation requests must be submitted in accordance with the Employer's electronic system. ~~[writing. Employees are responsible for tracking their own vacation accruals and for accurate completion of the time-off request form. The Employer will maintain a vacation request form and electronic vacation calculator on-line. The Employer will transition to online submission and tracking of vacation requests consistent with system capabilities no later than July 1, 2014. Prior to the online transition, incomplete or inaccurate forms will be returned to the employee for re-submission.]~~

\* \* \* \*

**13.7 Prime Time.** *Maintain current language.*

**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 writing]~~ in accordance with unit protocol and received at least two (2) weeks prior to the posting of the affected schedule. The ~~[manager]~~ Employer shall respond ~~[in writing]~~ 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.

**13.9 Requests after Posting of Schedule.** *Maintain current language.*

**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.

\* \* \* \*

**13.12 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 [Credits].** 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 [With Pay].** 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. ~~[Employees with accrued sick leave credits shall be eligible to take sick leave for any period of absence from regularly scheduled hours which is due to the employee's illness, bodily injury, disability resulting from pregnancy, parental leave (consistent with federal and state laws including current case law), necessity for medical or dental care, exposure to contagious disease, or the employee's required presence for the illness of a member of the immediate family or immediate household. For purposes of this paragraph, immediate family is defined as the employee's parents, parents-in-law, spouse, spousal equivalent or children.]~~

**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[1] 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 [14.4] 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 ~~[who have earned sick leave credits]~~ shall be eligible to use sick leave **for up to two (2) weeks** ~~[for a reasonable period of time]~~ for absence resulting from the death of a **family** member ~~[of the immediate family]~~ or a member of the employee's ~~[immediate]~~ household **within sixty (60) days of the date on which the employee receives notice of death.** **Employees who have no accrued sick 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. ~~[Resource nurses shall have the same opportunity to take leave without pay. Immediate family is defined for purposes of this paragraph as the employee's parents, spouse, spousal equivalent, children, brother, sister, grandchild, grandparents, father in law, mother in law, son in law, or daughter in law.]~~

\* \* \* \*

**14.7 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

\* \* \* \*

~~[15.1.3 Search or rescue operation. Participation at the request of any law enforcement agency, the Administrator of Aeronautic Division, the United States Forest Service or any local organization for civil defense, for a period of no more than five (5) days for each operation.]~~

**15.1.4 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.

\* \* \* \*

**15.1.6 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. [at least five (5) days prior to the intended date of use. If the request cannot be granted due to operational needs, the Employer shall offer the employee a choice from three (3) other sets of dates.]

**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 [by nurses in the Health Care Mission to the HR Leave Administration Manager, and by all other nurses to the HR Benefits Office], and must establish reasonable justification for approval of the request. Each request will be reviewed and considered for approval by the Employer. Normally, such leave will not be approved for an employee who is accepting employment outside the Employer.

\* \* \* \*

**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 [such] leave in an unprotected status in accordance with Section[s] 15.2.1 [and]. Return from the extended leave will be in accordance with Section 15.2.2.
- c. *Inquiries.* Nurses [in the Health Care Mission] should direct any questions regarding family or medical leave benefits to the [HR Leave Administration Manager, and all other nurses should direct any such questions to the] HR Benefits Office.

**15.2.4 Use of ~~accrued benefits~~ 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 ~~protected~~ 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.

\* \* \* \*

**15.3 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.

~~[15.3.1—Employee responsibilities....]~~

**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, ~~[and]~~ responsibilities and response times ~~[under this article]~~. 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 ~~[physician]~~ or lost time from work, the Employer agrees to assist employees with preparation of the appropriate claim form. ~~[An employee is expected to fill out this form within two (2) workdays of the physician's care or beginning of time loss.]~~



**15.3.3 [Physician's] Medical provider certification.** Certification by the employee's attending **medical provider** [~~physician~~] that the **medical provider** [~~physician~~] 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 Time loss....]~~

**15.3.4[5] 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.

~~[15.3.6 Release for work....]~~

~~[15.3.7 Complete disability....]~~

**15.3.5[8] Continuation of insurance [continuation] benefits.** Beginning the first full month after an injured employee has been placed on leave without pay, the Employer shall continue to provide [~~her/his health~~] **the employee's medical** and dental insurance by [~~making the necessary monthly premiums~~] **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 [~~health~~] **medical** and dental insurance **on a self-pay basis under COBRA** [~~by reimbursing the Employer for the monthly premium.~~] 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** For employees **who are hired after June 30, 2017 and** who hold an FTE status of ~~[-.7]~~ **.75** to 1.0, the Employer will ~~[pay]~~ **contribute** 100% of the cost of the OHSU PPO Plan, ~~[and the ODS Dental Plan]~~ **Delta dental plan and core vision plan** for employee only coverage, and ~~[83% (86% effective January 1, 2014)]~~ **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** For employees who hold an FTE status of .5 to ~~[-.69]~~ **.74 (.5 to .69 for employees hired prior to July 1, 2017)**, the Employer will pay 75% of the above amounts.

**16.1.3** The Employer will permit otherwise eligible employees the option to opt out of medical coverage provided such employee has alternate medical insurance **coverage** ~~[protection]~~. Employees choosing opt-out coverage will receive a cash benefit of \$25.00 ~~[per]~~ **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 [Medical] Default plans.** ~~[The Employer shall retain current eligibility requirements for represented employees.]~~ 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 Dental plans. The Employer shall retain current eligibility requirements for represented employees. The ODS plan shall serve as the default plan for employees failing to select a dental insurance coverage in a timely manner.]~~

**16.2.[5]4 Other benefits.** The Employer will continue to offer optional coverage for long term and short term disability, life insurance, [and] accidental death and dismemberment insurance, and flexible spending accounts.

**16.2.[6]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 Flexible Spending Account. The Employer will facilitate pre-tax payroll deductions as provided for under ORS 243.550-243.585. All expenses that qualify for tax-free reimbursement under the Internal Revenue Code, including those allowed under the Federal Dependent Care Assistant Plan, will be eligible for pre-tax payroll deductions. Employees wishing to have such deductions made from their gross earnings resulting from their employment in this bargaining unit shall provide written notification on the Employer's enrollment forms to the Employer. Eligible requests to amend or discontinue such payments shall also be submitted in writing to the Employer.]~~

**16.[4]3 Eligibility.**

**16.3.1 Regular employees.** All regular employees with an employment status of .5 FTE or greater will become eligible for insurance [contributions] 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 [completion of enrollment]. [If an employee does not enroll within sixty (60) days from the eligibility date, the Employer will place the employee in default medical, dental and core life insurance coverage effective the first of the month following the completion of 60 days in the 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.* ~~[Employees classified as resource nurses are eligible for medical and dental insurance coverage only if they have been compensated an average of at least thirty (30) hours per week during a qualifying quarter.]~~ Resource nurses are not eligible [~~-, however,~~] for contributions toward benefit coverage or for opt-out cash benefits. ~~[Insurance coverage for such employees electing coverage will~~

~~begin on the first day of the calendar quarter. Qualifying quarters are defined as September through November for the January 1—March 31 coverage period, December through February for the April 1—June 30 coverage period, March through May for the July 1—September 30 coverage period, and June through August for the October 1—December 31 coverage period. Resource nurses electing coverage must affirmatively enroll during the month immediately following the end of a qualifying quarter.]~~

**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 Employer will reinstate the employee's coverage as of the first of the month following the employee's return]~~. 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 shall elect to participate in one of the Employer's retirement plans [~~on the first of the month~~] following six (6) full months of service in a qualified position. 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.

**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 shall automatically be enrolled in the UPP retirement program.

**17.1.2 Limited option to switch.** 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 Employee Contribution Pick-up.** [~~17.2.1 UPP.~~] For bargaining unit employees employed as of June 30, 2017, the Employer shall continue current contributions, including [to] "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 PERS and OPSRP transition. For all employees who have elected to participate in PERS Tier I, PERS Tier II or OPSRP as of the date of ratification of this Agreement, the Employer will continue to "pick up" the 6% employee contribution through the pay period ending immediately prior to January 1, 2014. The Employer will not "pick up" the 6% employee contribution for any employee who elects after the date~~

~~of ratification of this Agreement to participate in PERS Tier I, PERS Tier II, OPSRP or any future Oregon State PERS plan.]~~



## ARTICLE 18 - 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 [who thereafter returns] to a position in the bargaining unit without a break in OHSU service [of more than 90 days], 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.

\* \* \* \*

**18.4 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.

**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 [a request to return is made within thirty (30)] 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

\* \* \* \*

**19.2 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 not be arbitrary or capricious and] will be based upon reliable and standardized criteria [on factors that are capable of accurate comparative assessment].

\* \* \* \*

**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 [who have expressed an interest to return to that unit from which they were laid off].
- 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 [~~one (1) year~~] **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, [~~the manager~~] **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.

\* \* \* \*

**19.4.3 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.** ~~[Internal applicants who meet the [minimum] qualifications for the position will be considered first for any open RN position. Such a qualified internal applicant will be awarded the position if, with two (2) weeks' customary orientation, s/he would be qualified for the position. The Employer may provide a longer orientation period for available positions which, in the discretion of the Employer, require an orientation period longer than the customary two (2) week orientation.]~~ The Employer will declare the orientation period provided for each available position at the time of posting.

**19.6 [Nurses in Disciplinary Process] 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, ~~[An RN]~~ 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. The disciplinary process as defined in this paragraph will continue to apply to the nurse in his/her new unit.

\* \* \* \*

**19.8 Effective Date of Transfer.** An ~~[in unit]~~ applicant who is awarded a position ~~[on the same unit]~~ will be moved, ~~[in the manager's]~~ **at management's** discretion, to the position no later than six (6) months after the award. ~~[When a nurse has applied for and has been hired for a position on another unit, the effective date of transfer will be negotiated between the managers and the nurse.]~~

\* \* \* \*

**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 Internship Programs.** Eligible employees may apply for available positions in an Employer sponsored Internship Program. Internal applicants will be considered first. The Employer will select the most qualified candidate(s). ~~[Interns who complete the program will be required to commit to a period of one (1) year with the Employer within such program area following the completion of their formal internship training.]~~

**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

\* \* \* \*

**20.3 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. ~~[Employees shall be recalled to work when positions for which they are qualified are available.]~~

**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 ~~[workplaces to]~~ in which they believe they are qualified to work ~~[be recalled]~~. 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. ~~[The order of recall among laid off employees will be by seniority.]~~ 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 ~~[vacancies]~~ over all employees other than in-unit ~~[regular]~~ 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.

\* \* \* \*

**20.5 Availability ~~[Scheduling]~~ 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. ~~[Laid off nurses will~~

~~designate and update the list of those units/workplaces on which they can function as a safe practitioner, to work occasional available shifts. Nurses interested in working such shifts must submit their availability with the Float Pool Manager for areas serviced by the Float Pool, and otherwise to the appropriate unit manager or designee, at least two (2) weeks in advance of the posted work schedule date and be willing to submit to the same employment obligations as are required of Resource Nurses under Article 24. Refusal to work available shifts at the request of the Employer will not affect recall rights. Work will be offered to laid-off nurses on a rotating basis starting with the most senior nurse. Laid-off nurses may pick up shifts within a work schedule up to but not exceeding their former FTE, unless otherwise agreed to by the Employer. Compensation will be equal to that of a Resource RN.]~~

**20.6 Rate of Pay on Recall from Layoff.** When an employee is recalled from the [preferential hire] **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.

\* \* \* \*

**20.9 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.



## 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—Within the first month of employment, all newly hired employees, except temporary employees, will be provided a general orientation. Such orientation shall include, where applicable, an explanation of the Employer's compensation program, fringe benefits, insurance programs and performance evaluation program.]~~

~~21.1.2—The Employer will also provide an appropriate orientation to acquaint new employees with nursing standards, policies, procedures and routines. The orientation will be carried out as soon as practical after employment and in accordance with a specific plan. The duration of the orientation shall continue at least at the present level.]~~

**21.1.1[3]** 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.

~~[21.1.4—Regular evaluation of the nurse's performance throughout orientation will occur to determine additional needs for the nurse.]~~

~~21.1.5—A nurse will not be counted in the staffing complement of a unit if the nurse is working under the oversight of a preceptor.]~~

\* \* \* \*

**21.3 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, [Unit Based Nursing Practice Committee membership,]

special assignments, in-unit educational opportunities and charge nurse opportunities.

**21.4 Staff Development Fund.** Managers will make every reasonable effort to grant ~~[leaves of absence with pay]~~ **time off** for the purpose of improving or upgrading individual skills, professional abilities, or enhancing the profession. ~~[Tuition, fees and other expenses shall be provided subject to the availability of funds for this purpose. 21.4.1 — Annual establishment of fund.]~~ A Staff Development Fund will be established each fiscal year on the basis of the formula of **\$275.00** ~~[\$250.00 (\$275.00 effective July 1, 2014)]~~ 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. ~~[Participation in this fund is limited to nurses who hold benefited positions.]~~

**21.4.[2]1 Distribution.** ~~[Staff Development Funds will be distributed to nursing departments in the following manner: Annually, the Chairperson of the Professional Nursing Care Committee (PNCC) and the Chief Nurse Executive will identify and place units into appropriate groupings for the purpose of distribution.]~~ The annual amount designated ~~[in Section 21.4.1]~~ 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.

~~[The PNCC may develop an alternate method to distribute Staff Development Funds consistent with the purposes of the Fund, provided such alternate method does not incur any additional expense to the Employer.]~~

**21.4.[3]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. ~~[Departments which have expended all of their funds are encouraged to work with other departments which have not expended their funds.]~~ 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.[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 resource nurses who have worked the equivalent of .5 FTE or greater during the fiscal year.

**21.5 Staff Development Educational Leave Hours.** *Maintain current language.*

**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 [~~one~~ **two** thousand [~~five hundred~~] dollars [~~(\$1,500)~~ **(\$2,000)**] will be paid in pay period twenty-four (24) for such certification.

**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 [~~close of the applicable~~ **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** [~~RN employed at .5 FTE and above~~].

\* \* \* \*

**21.8 OHSU School of Nursing Classes.** *Maintain current language.*

\* \* \* \*

## ARTICLE 22 – GRIEVANCE AND ARBITRATION

\* \* \* \*

### 22.3 Grievance Procedure.

\* \* \* \*

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 [~~“Official Grievance Form” (Appendix C) or facsimile~~], complete with all the information required on the form, to the employee's division 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.

The division director 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 2.

\* \* \* \*

**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.

## ARTICLE 24 - RESOURCE NURSES

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

a. Work at least ~~[352]~~ 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. ~~[Hours spent completing mandatory education requirements are not included in these hourly minimums.]~~ Any such hours ~~[shift]~~ 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.

\* \* \* \*

c. Work a major holiday each fiscal year, provided work is available and the resource nurse is needed consistent with Section 7.2.2. The holiday requirement will rotate from year to year between the major winter holidays (Thanksgiving and Christmas) and the major summer holidays (Independence Day and Labor Day). Implementation of the requirement to work one of the major 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.

\* \* \* \*

**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:

\* \* \* \*

**24.11 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.** *Maintain current language.*

**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 [Executive Leadership Team (“ELT”)].** The Committee will be responsible for making recommendations to the Employer’s administrative leadership team [ELT] 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 [to the ELT] every twelve (12) months or as otherwise directed by the administrative leadership team [ELT].

**25.3 Assistance.** Personnel in the Transportation and Parking Office (TPO) will be available to help nurses resolve specific parking or transportation issues. [Liaison. The Associate Director of Transportation and Parking will designate a liaison person in the Transportation and Parking Office (TPO) to help nurses resolve specific parking or transportation issues, and will notify the Association of any change of the designated liaison.]

**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 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 5:00 p.m. to 8:00 a.m.) 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 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. **[Night Shift Employees.** Employees who work during the night shift and are required to continue work into the day shift must contact the TPO and provide their name, vehicle information and anticipated departure to avoid being ticketed. Night shift employees who continue work into the day shift past 12:00 noon will be charged the prevailing rate for the number of hours parked after 12:00 noon.]

**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 [will be accommodated at the Employer's parking lots at no charge to the nurse. The Employer will also reimburse nurses for parking expenses when they are attending]~~ 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. ~~[Unexpected Work. The Employer will make available twenty (20) reserved parking spaces for nurses who are requested by the Employer to work unexpectedly or during on-call hours, in order to meet patient care needs. These parking spaces~~

will be located as reasonably close and accessible to the workplace as possible. Employees will pay the appropriate parking rate.]

**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 [areas, including patient lots, meters] and ambulance zones.

\* \* \* \*

~~[25.10 Must Sell List.~~ All nurses without a monthly parking pass will be placed on the “must sell” list maintained by the TPO for whenever the nurses report for work. To qualify, the nurse must present his or her valid Employer identification containing nurse position title.]

\* \* \* \*

**25.[12]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 [red flag all emails] notifying employees by email when [that] they qualify for a monthly parking pass. The email will notify of the deadline for response and advise of the consequences of not responding.

**25.1[13]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 utilizing the recommended parking apps [first stopping at the parking booth] or by calling the TPO.

**25.1[14]13 Bicycle Access.** The Employer will continue its efforts to make available in an accessible location on its premises [a sufficient number of bicycle lockers and cages] 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

\* \* \* \*

**26.5 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 and Radiation Safety (EHRS)** [~~a representative of the appropriate investigating agency~~] as to the safety of the job or equipment in question. **If further information or clarification is needed, EHRS, the Association or the employee may contact OR-OSHA for assistance.** An Association representative or nurse representative may accompany the **OR-OSHA** [~~investigating agency~~] representative and employee(s) during the determination.

\* \* \* \*

### **26.8 Drug Free Workplace. . . .**

**26.8.1 Joint 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.** 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.

**26.9 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 and the Nursing Quality Safety Council.

## ARTICLE 27 – COMMITTEES

\* \* \* \*

**27.3 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 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.

\* \* \* \*

**27.3.2 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.
- b. The development, implementation, monitoring, evaluation and modification of the unit staffing plan. The unit manager will actively engage 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. ~~[a UBNPC meeting agenda item shall include discussion of the unit staffing plan for the coming fiscal year. Data within each unit relevant to the unit's budget process and safe patient care shall be used for discussion of the plan. On a quarterly~~

basis, the] 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.

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.

\* \* \* \*

#### **27.4 Professional Nursing Care Committee. . . .**

\* \* \* \*

**27.4.6 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 [release] 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.

**27.5 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 [upon signing, and]. This Agreement shall remain in full force and effect through [March 31, 2017] June 30, 2020, 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. [Unless noted otherwise, all economic provisions of this Agreement shall become effective at the beginning of the first payroll period immediately following signing of the Agreement.]

**APPENDIX A  
SALARY SCHEDULE**

\* \* \* \*

Effective first full pay period following April 1, 2016:

| 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          | 35.34      | 37.06        | 38.82         | 40.74         | 42.58         | 44.63         | 46.80          | 49.03          | 51.33          | 53.77          |
| BSN Rate           | 37.02      | 38.82        | 40.66         | 42.67         | 44.60         | 46.75         | 49.02          | 51.36          | 53.78          | 56.33          |
| MSN Rate           | 38.69      | 40.59        | 42.51         | 44.60         | 46.63         | 48.87         | 51.25          | 53.68          | 56.22          | 58.89          |
| Nurse Practitioner | 46.65      | 48.91        | 51.24         | 53.77         | 56.21         | 58.92         | 61.78          | 64.72          | 67.77          | 70.99          |
| Resource Nurse     | 40.64      | 42.62        | 44.65         | 46.84         | 48.97         | 51.32         | 53.82          | 56.39          | 59.03          | 61.83          |

Effective first full pay period following July 1, 2017 – 3.0% increase:

| 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          | 36.40      | 38.17        | 39.98         | 41.96         | 43.86         | 45.97         | 48.20          | 50.50          | 52.87          | 55.38          |
| BSN Rate           | 38.13      | 39.98        | 41.88         | 43.95         | 45.95         | 48.15         | 50.49          | 52.90          | 55.38          | 58.01          |
| MSN Rate           | 39.86      | 41.80        | 43.78         | 45.95         | 48.03         | 50.34         | 52.78          | 55.30          | 57.89          | 60.64          |
| Nurse Practitioner | 48.05      | 50.38        | 52.77         | 55.39         | 57.90         | 60.68         | 63.62          | 66.66          | 69.79          | 73.10          |
| Resource Nurse     | 41.86      | 43.90        | 45.98         | 48.25         | 50.44         | 52.87         | 55.43          | 58.08          | 60.80          | 63.69          |

Effective first full pay period following April 1, 2018 – 2.25% increase:

| 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          | 37.22      | 39.03        | 40.88         | 42.91         | 44.84         | 47.00         | 49.29          | 51.64          | 54.06          | 56.63          |
| BSN Rate           | 38.99      | 40.88        | 42.82         | 44.95         | 46.97         | 49.23         | 51.63          | 54.09          | 56.63          | 59.32          |
| MSN Rate           | 40.76      | 42.74        | 44.76         | 46.99         | 49.10         | 51.47         | 53.97          | 56.55          | 59.20          | 62.01          |
| Nurse Practitioner | 49.13      | 51.52        | 53.96         | 56.64         | 59.19         | 62.04         | 65.06          | 68.16          | 71.37          | 74.75          |
| Resource Nurse     | 42.80      | 44.88        | 47.01         | 49.35         | 51.57         | 54.05         | 56.68          | 59.39          | 62.17          | 65.12          |

Effective first full pay period following April 1, 2019 – 2.5% increase:

| 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          | 38.15      | 40.01        | 41.91         | 43.98         | 45.97         | 48.18         | 50.52          | 52.92          | 55.41          | 58.05          |
| BSN Rate           | 39.96      | 41.91        | 43.90         | 46.07         | 48.15         | 50.47         | 52.92          | 55.43          | 58.06          | 60.81          |
| MSN Rate           | 41.77      | 43.81        | 45.89         | 48.16         | 50.34         | 52.76         | 55.32          | 57.95          | 60.67          | 63.56          |
| Nurse Practitioner | 50.36      | 52.81        | 55.32         | 58.05         | 60.68         | 63.60         | 66.69          | 69.85          | 73.14          | 76.63          |
| Resource Nurse     | 43.87      | 46.01        | 48.20         | 50.58         | 52.87         | 55.41         | 58.10          | 60.86          | 63.72          | 66.76          |

Effective first full pay period following **January 1, 2020 – 1.5%** increase:

| 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          |

**APPENDIX B**  
**OHSU EMPLOYEE BENEFITS COUNCIL**

\* \* \* \*

**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 [~~one (1) vote~~] **two (2) votes**, and the Employer [~~two (2)]~~ **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** [~~appropriate Human Resources Director~~], whose decision shall be final and binding on the Council, the Employer, the Association and AFSCME.

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?

\* \* \* \*

**APPENDIX C**  
**OFFICIAL GRIEVANCE FORM**

[DELETE]

## APPENDIX D

### Adult ICUs

[from MOU's #3 and #12]

**1. Cancellation and Curtailment Process.** 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 7.12.7 [of the parties' Agreement], 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.

**2. Voluntary On-Call Staffing.** A voluntary call system will be established in the Critical Care Cluster [each Adult ICU that does not have a mandatory call system] (including NSICU, [€]MICU, [€]SICU) CVICU, TSICU). [Nurses who work in the] Critical Care Specialty Float Pool nurses shall [are permitted to] sign up for voluntary call shifts [on units of their choosing] 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. [The voluntary call system[s] will be developed and evaluated annually in conjunction with the staffing plan by each ICU's UBNPC. Each UBNPC will use an evidence-based approach to its evaluation. . . . The plan for the call system in each unit will be discussed and reviewed at the AURN Cooperative Committee prior to implementation. These call systems will be reviewed and evaluated after six (6) months, and as needed thereafter, by the Committee.] If the objectives for the call system[s] 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 [~~memorandum~~] **appendix** shall be interpreted to limit the Employer's right to establish and maintain voluntary call programs.



## APPENDIX E

### Extended Internships

[new]

1. The Employer may require a time commitment from nurses hired into units with extended internships, including but not limited to units in critical care, perioperative services and the Emergency Department.
2. The Employer may require a nurse to agree in writing, at or before commencement of the internship, to reimburse the Employer for costs associated with the internship, up to a specified amount based on the duration of the internship, in the event that the nurse does not fulfill a commitment to work a specified number of hours on his or her assigned unit before leaving or transferring out of the unit.
  - a. In the event of a six (6)-month internship, the reimbursement amount shall be \$5,000 and the nurse's commitment following completion of the internship shall be 3,744 hours worked or twenty-four (24) months on the assigned unit, whichever occurs first.
  - b. In the event of a four (4)-month internship, the reimbursement amount shall be \$3,333 and the nurse's commitment following completion of the internship shall be 2,496 hours worked or eighteen (18) months on the assigned unit, whichever occurs first.
  - c. In the event of a three (3)-month internship, the reimbursement amount shall be \$2,500 and the nurse's commitment following completion of the internship shall be 1,872 hours worked or twelve (12) months on the assigned unit, 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 internship agree that the internship is not a good fit for the nurse, the nurse will not be expected to reimburse the Employer for the training received during the internship.
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.

**[MEMORANDUM OF UNDERSTANDING #3  
Voluntary On-Call Staffing in Adult Intensive Care Units**

The Oregon Nurses Association (“Association”) and Oregon Health & Science University (“Employer”) hereby agree as follows regarding on-call staffing in the Adult Intensive Care Units:

1. ——— A voluntary call system will be established in each Adult ICU that does not have a mandatory call system (NSICU, CMICU, CSICU). The voluntary call systems will be developed and evaluated annually in conjunction with the staffing plan by each ICU’s UBNPC. Each UBNPC will use an evidence based approach to its evaluation.

2. ——— Nurses who work in the Critical Care Specialty Float Pool are permitted to sign up for voluntary call shifts on units of their choosing.

3. ——— The plan for the call system in each unit will be discussed and reviewed at the AURN Cooperative Committee prior to implementation. These call systems will be reviewed and evaluated after six (6) months, and as needed thereafter, by the Committee. If the objectives for the call systems 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.

4. ——— Nothing in this memorandum shall be interpreted to limit the Employer’s right to establish and maintain voluntary call programs.

OREGON NURSES ASSOCIATION ——— OREGON HEALTH & SCIENCE UNIVERSITY

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

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

~~[MEMORANDUM OF UNDERSTANDING #4]~~

**APPENDIX F**

**Predictable Temporary Unit Closures**

~~[Oregon Health & Science University (“Employer”) and the Oregon Nurses Association (“Association”) acknowledge that work in a unit or units may be temporarily interrupted for a variety of reasons and thereby cause temporary closure of the unit(s). It is the parties’ mutual desire that nurses in a temporarily closed unit continue to work to the fullest extent possible during the closure period. Accordingly, the parties hereby agree as follows:]~~ **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. Voluntary cancellation hours under this section among impacted nurses will not count toward the individual maximums.

- 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 daily 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 7.12.6 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.

5. The Employer will develop specific procedures to administer time off during temporary closures to be reviewed at the AURN Cooperative.
6. The terms of this ~~memorandum~~ **appendix** may be modified at any time upon the parties' mutual consent. Either party desiring to bargain over a modification of terms must provide written notice no less than thirty (30) days prior to bargaining. The parties agree that they will hold a bargaining session within seven (7) days of the end of the 30-day notice period. Nothing in this paragraph is intended to preclude an earlier start date.

~~[OREGON NURSES ASSOCIATION — OREGON HEALTH & SCIENCE UNIVERSITY~~

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

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

~~[MEMORANDUM OF UNDERSTANDING #9]~~

**APPENDIX G**

**Community Hematology-Oncology**

~~[The Employer and the Association have a mutual interest in clarifying the operating requirements for all the Community Hematology-Oncology sites, in minimizing disagreements over the application of contract terms, and in timely addressing disputes that may arise regarding scheduling, notification and relocation of employees. Accordingly, the parties agree as follows: ]~~

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.

~~[OREGON NURSES ASSOCIATION — OREGON HEALTH & SCIENCE UNIVERSITY~~

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

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

## 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. ~~[Monday evening through Friday morning from 1600 to 0700 and from 1600 on Friday through 0700 on Monday. Each position will be scheduled to cover between 120 and 126 available hours of call per pay period.~~

~~Scheduled call positions may include, for example, on-call hours from 1600 to 0700 Monday evening through Friday morning (four 15-hour shifts per week, for a total of 120 hours per pay period); on-call hours from 1600 on Friday through 0800 on Monday (a total of 126 hours per pay period); or complementary positions that split the 246 available hours of call per pay period and rotate every other weekend off.]~~

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, ~~[Angiography,]~~ 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. ~~[The Employer will bargain with the Association prior to creating an on-call position on any other nursing unit.]~~

4. For any on-call position, the on-call nurse shall be guaranteed compensation of a specified number of [48] hours per pay period at the nurse's straight rate of pay, without regard to the number of hours actually worked. ~~[The first 48]~~ 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 ~~[Neither]~~ shift differential ~~[nor]~~ or weekend differential shall be paid for such hours of work ~~[the first 48 hours]~~.

5. Compensation for all hours worked from on-call status greater than the specified number of [48] 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 [48] 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. ~~[paid at a rate of six (6) hours per regularly scheduled 15-hour on-call work shift, and nine (9) hours per regularly scheduled 24-hour on-call work shift. Similarly, for each on-call shift the on-call nurse is absent from work, paid time off will be utilized in such 6-hour (or 9-hour) blocks, which will then offset 6 (or 9) of the 48 hours of guaranteed pay per pay period.]~~

OREGON NURSES ASSOCIATION

OREGON HEALTH & SCIENCE UNIVERSITY

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

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

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

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

**MEMORANDUM OF UNDERSTANDING #2**  
**Alternative Process for Change in FTE Status**

Oregon Health & Science University (“Employer”) and the Oregon Nurses Association (“Association”) 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 in Article 19 of the Agreement:

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, notice 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** [shifts] 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.

OREGON NURSES ASSOCIATION

OREGON HEALTH & SCIENCE UNIVERSITY

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

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

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

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

**[MEMORANDUM OF UNDERSTANDING #6  
TriMet Bus Pass Program**

Oregon Health & Science University (“Employer”) and the Oregon Nurses Association hereby agree that bargaining unit nurses will be eligible to participate in the new TriMet Bus Pass Program developed by the Employer, in accordance with the terms of the program as determined by the Employer in its discretion.

~~OREGON NURSES ASSOCIATION~~ — ~~OREGON HEALTH & SCIENCE UNIVERSITY~~

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

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

**[MEMORANDUM OF UNDERSTANDING #7**

**Lump Sum Payments**

~~1. A lump sum payment will be paid no later than December 20, 2013 to every bargaining unit nurse who has an FTE status on the date of ratification of the new contract and who is employed on the date of ratification and on the date of payment. Payment will be in the following amounts, pro-rated based on FTE:~~

~~\$1,700 to each nurse with at least 10 consecutive years of service~~

~~\$1,200 to each nurse with at least 5 and less than 10 consecutive years of service~~

~~\$700 to each nurse with less than 5 consecutive years of service~~

~~2. Nurses who retire no later than June 1, 2015, and who are age 60 or above and have been employed at OHSU for at least 5 consecutive years at the time of retirement, will receive a one-time payment of \$5,000. To be eligible for this payment, nurses must provide advance notice at least six (6) months prior to their retirement date. A nurse who receives this payment and then returns to employment at OHSU will be employed as a resource nurse without seniority and will not be eligible for retirement or health insurance benefits.~~

~~OREGON NURSES ASSOCIATION OREGON HEALTH & SCIENCE UNIVERSITY~~

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

~~Date: \_\_\_\_\_ Date: \_\_\_\_\_]~~

**[MEMORANDUM OF UNDERSTANDING #8  
Incentive for Reduction of Unscheduled Absences**

~~To encourage employees to responsibly manage unscheduled time off, the Employer during the term of this Agreement will afford benefit eligible nurses the opportunity to convert sick leave hours accrued during the prior calendar year to accrued vacation hours. 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:~~

~~1. — 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 leave hours.~~

~~2. — 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 leave hours.~~

~~3. — 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 leave hours.~~

~~The provisions of this Memorandum of Understanding will, unless modified or renewed, sunset as of January 31, 2017.~~

~~OREGON NURSES ASSOCIATION — OREGON HEALTH & SCIENCE UNIVERSITY~~

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

~~Date: \_\_\_\_\_ Date: \_\_\_\_\_]~~

**[MEMORANDUM OF UNDERSTANDING #12  
Cancellation and Curtailment Process in Adult ICU's**

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

~~The Employer will maintain a cluster based cancellation and curtailment process in the Adult ICU's. The administration of cancellation/curtailment will be in accordance with Section 7.12.7 of the parties' Agreement, except that it will be managed at the cluster level and shall include all registered nurses staffing the Adult ICU's 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.~~

~~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 7.4.2 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** [~~breastfeeding~~] 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** [~~breastfeeding~~] 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. [~~Within thirty (30) days following ratification of the Agreement, the~~] **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. [~~This information will thereafter be provided during a new employee's orientation.~~] The Association will be notified of any material changes in these procedures.

[~~3. — Within three (3) months following ratification of the Agreement, the Employer will form a Rapid Process Improvement (RPI) team to address the parties' mutual interest as stated above. The RPI team will consist of an equal number of bargaining unit registered nurses and management representatives. The Association will select bargaining unit team members, who will be paid for time spent on team activity. The team will conclude its work, including the furnishing of data and recommendations to UBNPC's within the bargaining unit and to the Chief Nurse Executive, within three (3) months of its formation.~~]

~~[4. — Following the receipt of data and recommendations from the RPI team, each]~~

**3.** Each UBNPC will ~~[develop and]~~ 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. ~~[UBNPC's shall complete this process within six (6) months, and shall review their methodologies three (3) months after implementation and quarterly thereafter.]~~

~~[5.]~~ **4.** Each unit manager ~~[, following completion of the UBNPC methodology,]~~ 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.

~~[6.]~~ **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**

[new]

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. 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**

**Behavioral and Psychiatric Emergencies**

[new]

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

By January 1, 2018, the Employer shall implement a rapid response team to assist employees with behavioral and psychiatric emergencies. The Employer shall track the number, location and nature of the utilization of this team, as well as 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

### UPP Retirement Plan Adjustments

[new]

Oregon Health & Science University (“Employer”) will, effective the first full pay period following July 1, 2017, implement the terms of a modified UPP retirement plan for all bargaining unit employees who become members of the bargaining unit after June 30, 2017 and who elect to participate in the plan. Upon implementation, the existing plan provisions shall apply with the following modifications:

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.

3. The terms of the modified UPP retirement plan may be further modified during the term of the parties' Agreement by mutual agreement of the parties.

OREGON NURSES ASSOCIATION

OREGON HEALTH & SCIENCE UNIVERSITY

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

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

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

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



**MEMORANDUM OF UNDERSTANDING #7**

**PERS Pension Rates**

[new]

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

1. If the Oregon State Legislature passes legislation during the term of this Agreement that requires a participant in PERS Tier 1, PERS Tier 2 or OPSRP to contribute to the PERS pension plan, the Employer shall, effective the first full pay period following the effective date of such legislation and continuing through the last full pay period preceding June 30, 2020, contribute to a 403(b) account two percent (2%) of the earnings of any affected employee who was such a participant as of April 1, 2017 and continues to be an active participant.
2. All contributions shall be made on a per pay period basis. The employee shall be fully vested in these new account funds.
3. Such retirement funds shall be separate and apart from any PERS pension plan, IAP or other retirement benefit to which the nurse would otherwise be entitled.
4. In the event there is a future determination that this legislation requiring employee pension contributions is unlawful, the terms of this memorandum of understanding will no longer be in effect. All contributions made prior to such determination, however, will remain in the employee’s account.

OREGON NURSES ASSOCIATION

OREGON HEALTH & SCIENCE UNIVERSITY

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

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

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

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

**MEMORANDUM OF UNDERSTANDING #8**

**Timekeeping Processes**

[new]

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

The Employer will, no later than ninety (90) days following the date of ratification of the Agreement, present the Association with a plan that is designed to enhance the accurate tracking of time worked, including time worked due to missed meal or rest periods. The plan will be piloted for a period of not less than two (2) months, with the expectation of expanding it thereafter to a consistent practice throughout the bargaining unit. Following completion of the pilot plan, there will be a shared assessment regarding its effectiveness and a decision made regarding expansion of the plan.

OREGON NURSES ASSOCIATION

OREGON HEALTH & SCIENCE UNIVERSITY

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

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

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

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

**MEMORANDUM OF UNDERSTANDING #9**

**Bus Passes**

[new]

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 #10**

**Lump Sum Payment**

[new]

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

A lump sum payment will be paid no later than July 15, 2017 to every bargaining unit nurse who is employed on both the date of ratification and the date of payment, in the amount of 0.75% of their annualized Appendix A straight rate of pay as of March 31, 2017, pro-rated based on FTE. Resource nurses will be assigned an FTE status of 0.2 for purposes of this payment.

OREGON NURSES ASSOCIATION

OREGON HEALTH & SCIENCE UNIVERSITY

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

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

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

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

## MEMORANDUM OF UNDERSTANDING #11

### Home Infusion

[new]

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 plan.** Home Infusion will have a UBNPC, as well as a unit Staffing Plan under the authority of the Hospital Based Nurse Staffing Committee (HBNSC), consistent with Article 27 of the parties' Agreement.

OREGON NURSES ASSOCIATION

OREGON HEALTH & SCIENCE UNIVERSITY

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

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

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

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

**[MEMORANDUM OF UNDERSTANDING #14  
Tuition Benefit Transition Plan**

~~Given the parties mutual interest in providing incentive for nurses already enrolled in OHSU School of Nursing Classes to remain enrolled and continue their education at OHSU, Oregon Health & Science University (Employer) and the Oregon Nurses Association (Association) hereby agree as follows:~~

~~Alterations to the Tuition Benefit Program as described in Section 21.7 and 21.8 of the Agreement will take effect at the time of registration for Winter Term 2014 classes rather than at the time of execution of the Agreement. However, the maximum amount described in the Graduate Benefit shall apply with this fiscal year (July 1, 2013—June 30, 2014).~~

~~Students receiving the tuition benefit prior to registration for Winter Term 2014 classes shall not be subject to the requirement for a two year commitment to the employer as described in Section 21.8.1.~~

~~OREGON NURSES ASSOCIATION — OREGON HEALTH & SCIENCE UNIVERSITY~~

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

~~Date: \_\_\_\_\_ Date: \_\_\_\_\_]~~

**[MEMORANDUM OF UNDERSTANDING #15**

**Transition Plan re Retirement Benefit**

~~— Oregon Nurses Association (“Association”) and Oregon Health & Science University (“Employer”) hereby agree to the following transition plan for employees who are active participants in PERS Tier I, PERS Tier II or OPSRP as of the date of ratification of this Agreement. The terms of this memorandum are directly tied to and contingent upon discontinuance of the Employer’s 6% employee pickup contribution for said employees effective the end of the pay period ending immediately prior to January 1, 2014 (“Effective Date”) as provided in Section 17.2. PERS retirees and UPP participants are not eligible to participate in this transition plan.~~

- ~~1. — Employees whose retirement account is fully vested as of the Effective Date shall receive a pay differential equivalent to five percent (5%) of all eligible compensation commencing on the Effective Date and continuing through the end of the pay period ending immediately prior to July 1, 2014. The differential shall continue thereafter to be paid at the rate of three percent (3%) of all eligible compensation through the end of the pay period ending immediately prior to July 1, 2015. This differential shall be payable so long as the employee remains an active participant in PERS Tier I, PERS Tier II or OPSRP. Employees whose active participation in PERS Tier I, PERS Tier II or OPSRP is terminated prior to July 1, 2015 will no longer receive a differential as of the date of such termination.~~
  
- ~~2. — Employees whose OPSRP retirement account is not fully vested as of the Effective Date shall receive a pay differential equivalent to six percent (6%) of all eligible compensation as of the Effective Date and continuing through the end of the pay period ending immediately prior to July 1, 2014. This differential shall continue thereafter to be paid at the rate of four percent (4%) of all eligible compensation through the end of the pay period ending immediately prior to July 1, 2015. This differential shall be payable so long as the employee remains an active participant in OPSRP. Employees whose active participation in OPSRP is terminated prior to July 1, 2015 will no longer receive a differential as of the date of such termination.~~



3. ~~Employees referenced in Paragraph 2 above who became participants in OPSRP in 2011, 2012 or 2013, may, in the alternative, elect prior to January 1, 2014 to transfer to the UPP, in which case OHSU will make a contribution to the UPP in the amount equivalent to contributions made to the employee's IAP account during the period the employee has been a participant in OPSRP as an OHSU employee. All time served as an employee of OHSU will count for purposes of vesting in the UPP. All contributions made for employees hired prior to January 1, 2011 will be subject to forfeiture until January 1, 2014.~~
4. ~~For the biennium commencing July 2015 and for each biennium thereafter, if the average defined benefit pension cost for an employee participating in a PERS plan as of the date of ratification of this Agreement is less than six percent (6%) for the two year average of the applicable biennium and the immediately preceding fiscal year, then the Employer will make a contribution to the employee's 403(b) plan during the applicable biennium equivalent to the difference in dollars between 6% and the two year averaged pension rate. Contributions will be subject to IRS limitations and rules.~~

~~OREGON NURSES ASSOCIATION — OREGON HEALTH & SCIENCE UNIVERSITY~~

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

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

**LETTERS OF AGREEMENT NOT PART OF  
COLLECTIVE BARGAINING AGREEMENT**

**Scheduling Administration**

**Shared Governance in Ambulatory Care**

**Procedural Guidelines re Direct Patient Care Staff Schedule Policy**

**Voluntary Retirement Incentive Program**

**PANDA Voluntary 24-Hour Standby Shifts**

**LETTER OF AGREEMENT**

**Scheduling Administration**

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

The Employer and the Association have a mutual interest in promoting the knowledge of individuals who are responsible for making staffing and scheduling decisions, in minimizing disagreements over the application of contract terms, and in timely addressing disputes that may arise. Accordingly, the parties agree [as follows: ~~1. Within one hundred eighty (180) days following ratification of the parties’ new Agreement and biennially thereafter prior to April 1, the Employer and the Association will, on a biannual basis,~~ that the Association will arrange for a joint training session in which representatives of the Association and the Employer will jointly conduct a training of staff who are responsible for implementing on a daily basis the provisions of the Agreement that apply to staffing and scheduling of bargaining unit employees. ~~[Association participation in the training is contingent upon availability of its designated training representatives within the specified timeline.]~~ The training will cover and explain contract provisions that staff should understand and utilize when making staffing decisions. The training will occur 180 days following the effective date of the parties’ new Agreement. ~~[The Employer will conduct follow-up training as needed for newly hired staff.~~

~~2. In the event that a disagreement arises regarding appropriate cancellation, curtailment or call assignment, the Administrator on duty may be called upon to resolve the disagreement. If the nurse believes the decision was incorrect, he or she may invoke the grievance procedure under Article 22.]~~

OREGON NURSES ASSOCIATION

OREGON HEALTH & SCIENCE UNIVERSITY

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

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

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

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

## LETTER OF AGREEMENT

### Shared Governance in Ambulatory Care

[In furtherance of the work commenced by the Ambulatory Shared Governance Work Group (“Work Group”) during collective bargaining negotiations,] Oregon Health & Science University (“Employer”) and the Oregon Nurses Association (“Association”) hereby agree as follows:

[1. — ~~The Work Group will transition from its temporary status to become a standing committee known as the~~ An Ambulatory Shared Governance Steering Committee (“Committee”) will be formed. The Committee will consist of two (2) members appointed by the Association and two (2) members appointed by the Employer. ~~[Current members of the Work Group will continue to serve as members of the Committee.]~~ The Committee will be responsible for developing recommendations regarding the structure of shared governance in the ambulatory care setting. The Committee intends to design and sponsor an Ambulatory Shared Governance Conference no later than May 31, 2018.

[2. — ~~The purpose of the Committee is to provide education, support and direction in fostering the development of ambulatory UBNPC’s and participation in shared governance committees. A key function of the Committee will be to organize ambulatory practice areas into cohesive groups for the establishment of effective UBNPC’s.~~

3. — ~~The Committee will develop recommendations regarding the applicability and composition of multidisciplinary teams. Each UBNPC ultimately will decide whether employees other than RNs should be included in the applicable shared governance model. UBNPC’s will be strongly encouraged to determine their team composition without seeking direction from the Employer.~~

4. — ~~The Committee intends to design and sponsor an Ambulatory Shared Governance Conference no later than November 30, 2013. This conference will be preceded by preparatory sessions for ambulatory nurses coordinated by the Committee.]~~

OREGON NURSES ASSOCIATION

OREGON HEALTH & SCIENCE UNIVERSITY

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

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

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

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

## LETTER OF AGREEMENT

### Procedural Guidelines re Direct Patient Care Staff Schedule Policy

[new]

The Employer has adopted a new policy titled Direct Patient Care Staff Schedule Policy (“Policy”). A clause in the Policy states that special circumstances may be taken under consideration with a written request from the employee to the manager and/or director. The parties hereby agree that this clause or an equivalent thereof shall be maintained, and that the following procedural guidelines shall apply to the administration of this clause:

1. Special circumstances will be considered as a basis for granting an employee an exception to one or more of the Procedures set forth in the Policy. The special circumstances may be either professional or personal in nature.
2. A nurse’s expressed scheduling preference or request, or a nurse’s selection of hours through self-scheduling on the work schedule, will be considered the nurse’s request for an exception. Such a request shall not be unreasonably denied. Preferences may be adjusted to meet the reasonable operational needs of the unit. It shall not be reasonable to routinely or broadly deny scheduling preferences or requests in a unit. For purposes of this letter of agreement and compliance with the law, a nurse’s request for or selection of on-call hours adjacent to the nurse’s scheduled shift to meet a mandatory call obligation is deemed to be a voluntary selection of the scheduled hours.
3. These procedural guidelines shall not be interpreted in a manner that is inconsistent with other provisions of the Policy.
4. Exceptions to this Policy may be granted to certain specialty units, including but not limited to Interventional Radiology, Cath Lab, PANDA and the Cardiac Team.
5. This letter of agreement is enforceable under Article 22 of the parties’ Agreement.

OREGON NURSES ASSOCIATION

OREGON HEALTH & SCIENCE UNIVERSITY

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

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

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

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

## LETTER OF AGREEMENT

### Voluntary Retirement Incentive Program

[new]

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

1. The Employer will, on or after July 1, 2017, officially announce a voluntary retirement incentive program (“Program”) that will be available to eligible bargaining unit employees for a limited time period. Participation in the Program will be strictly voluntary.
2. Employees may elect to participate in the Program at any time during the time period of July 1 through October 31, 2017 with an effective retirement date of February 28, 2018.
3. To be eligible to participate, employees will need to meet the following conditions:
  - a. Be enrolled in an OHSU retirement program;
  - b. Have an appointed FTE of .5 or greater; and
  - c. Have a combination of age and years of OHSU service of seventy-five (75) or more.
4. The options that will be available to participants in the Program are:
  - a. Deposit of \$20,000 into a Health Reimbursement Account (HRA), *or*
  - b. Twelve (12) months of continuing medical, dental and vision insurance coverage under COBRA at the same existing contribution level, *or*
  - c. Two (2) months of base pay not to exceed \$20,000 in the aggregate, prorated based on the employee’s appointed FTE, *or*



d. One (1) month of base pay not to exceed \$10,000, prorated based on the employee's appointed FTE, plus six (6) months of continuing medical, dental and vision insurance coverage under COBRA at the same existing contribution level.

5. A nurse who participates in the Program and then returns to employment at OHSU will be employed as a resource nurse without seniority and will not be eligible for retirement or health insurance benefits. Nurses who return to work and later elect health insurance coverage must repay any benefits received under options (b), (c) or (d) above. Consistent with IRS regulations, a nurse who elects option (a) above and returns to employment at OHSU will forfeit the balance of the HRA.

OREGON NURSES ASSOCIATION

OREGON HEALTH & SCIENCE  
UNIVERSITY

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

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

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

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

## LETTER OF AGREEMENT

### PANDA Voluntary 24-Hour Standby Shifts

[new]

The Oregon Nurses Association (“Association”) and Oregon Health & Science University (“Employer”) hereby agree to the following provisions regarding voluntary 24-hour shifts in the PANDA unit.

PANDA nurses may voluntarily agree to work assigned shifts of 24-hour length duration for the purposes of staffing the Aurora Airport PANDA base. PANDA nurses working a voluntary 24-hour shift will report for duty directly to the airport, where there are no patient responsibilities when not on transport and there is a designated room to rest for each employee. These voluntary 24-hour shifts will be treated like pre-scheduled standby shifts, except that no standby or call premium pay provisions shall apply as reflected in Paragraph 3 below.

All provisions of the parties’ Agreement shall apply except for the following:

1. Scheduling. There shall be no more than one voluntary scheduled 24-hour shift per week per preferred bid pattern. 24-hour shifts may be combined with 12-hour shifts on the posted work schedule to equal the nurse’s FTE status.
2. Work site. The assignment during 24-hour shifts shall be restricted to the Aurora Airport PANDA base. A PANDA nurse shall not be reassigned or floated to another work site base during the nurse’s 24-hour shift.
3. Pay
  - a. A workday shall be defined as the beginning of the nurse’s scheduled shift for 24 consecutive hours.
  - b. The voluntary 24-hour shift will be paid at the straight rate of pay, plus applicable differentials. Nurses working these shifts shall not be entitled to call pay under

- Section 10.3, standby pay under Section 10.4, double time pay under Section 9.1.3, or payment for work while on-call under Section 9.3.1.
- c. Contiguous hours worked as overtime in excess of all 24-hour shifts will be considered mandatory hours worked and be compensated in accordance with Section 9.1.6.
  - d. Weekly overtime for PANDA nurses working a 24-hour shift as described above will be paid for time worked in excess of forty (40) hours per week in accordance with Section 9.1.1.
  - e. If a nurse works more than one 24-hour shift in a one week period the additional shift will be paid at the double time rate.

4. Safety checks and balances

- a. Each PANDA team member will complete a safety risk and fatigue assessment at least every 12 hours and more often if indicated. A moderate level score will require a phone call to the manager to review the assessment. A high level score will require a safety stand down and review by the manager. At any point, management may determine that a nurse is not safe to fulfill the shift. Risk assessment will be quantified manually or via a software program commonly used in the aviation and aeromedical industries (i.e., Digital Airware).
- b. Any PANDA nurse will have the right to call a “time out” and to be granted a reasonable rest period of up to two (2) hours, regardless of shift length, upon notification to the nurse’s supervisor. During a time out the nurse will not be required to work and will have no loss of pay. An additional time out of up to two (2) hours will be approved by management if needed. PANDA staff will document their use of time outs for record keeping purposes in a common file or tool to be determined. The nurse will not receive any adverse personnel action as a result of calling a time out, nor will undue pressure be applied to the nurse to continue the shift. If the nurse cannot complete the shift, he or she will use accrued sick time if available for the

balance of the shift. Management and the PANDA safety committee will periodically review transport volume and nurses' use of the time out policy.

- c. The safety check guidelines will be followed. Any modification of these guidelines must be mutually agreed to by the Employer and the Association.

5. Six month trial

- a. The use of 24-hour shifts will be evaluated within six (6) months following the effective date of this Letter of Agreement, or sooner if needed, for patient and staff safety. The Employer and the Association will complete this review and the parties must mutually agree upon any modifications that may be needed. Such six month reviews shall recur until the trial is mutually declared permanent. At any point, either party may cancel the trial.
- b. The PANDA team has averaged 2.19 transports per 24-hour period over the last 5 years. If this number was to rise to 4 transports per 24-hour period, or the number of hours per transport increased, the use of 24-hour shifts will be reconsidered.
- c. The following relevant data shall be collected during the trial period, including but not limited to:
  - 1. Number of transports per shift
  - 2. Number of hours per transport
  - 3. Number of time outs
  - 4. Amount of overtime worked
  - 5. Number of 24-hour on call shifts per RN
  - 6. Number of sick calls and how sick calls were covered
  - 7. Number of diverts

OREGON NURSES ASSOCIATION

OREGON HEALTH & SCIENCE UNIVERSITY

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

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

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

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

**[MEMORANDUM OF UNDERSTANDING**

**Incorporation of RN Positions into Bargaining Unit**

This memorandum sets forth an agreement between Oregon Health & Science University (“Employer”) and the Oregon Nurses Association (“Association”) to incorporate into the existing ONA bargaining unit certain positions as identified in the Resolution of ONA Misclassification Grievance dated June 11, 2012. The Ventricular Assist Device (VAD) coordinators, whose incorporation is addressed in a separate MOU, are excluded from the terms of this Memorandum. The parties hereby agree as follows:

1. ~~The following current and future RN positions are recognized as included in the existing ONA bargaining unit:~~
  - a. ~~Perinatal Services Coordinator~~
  - b. ~~Diabetes Educator (only when APN license is not required for position)~~
  - c. ~~Wound and Ostomy Nurse~~
  - d. ~~VAD coordinator~~
  
2. ~~The above recognition is based on and consistent with the terms of the Resolution of ONA Misclassification Grievance Agreement between the Employer and the Association dated June 11, 2012.~~
  
3. ~~Incorporation of the current employees occupying these positions into the bargaining unit will occur effective July 15, 2013. All pay adjustments as set forth in Paragraph 4 below, however, will occur as of the beginning of the first full pay period following January 1, 2013.~~
  
4. ~~The rate of pay of current employees will be established in accordance with Article 8.3.1. The rate of pay determination shall result in an increase in rate of pay for the following current employees:~~

| <b>Employee</b>    | <b>Current Hourly Rate</b> | <b>Current FTE</b> | <b>Degree</b> | <b>Experience Years</b> | <b>ONA Grade</b> | <b>Step</b> | <b>New Hourly Rate</b> |
|--------------------|----------------------------|--------------------|---------------|-------------------------|------------------|-------------|------------------------|
| Cromett, Catherine | 43.95                      | 1                  | MSN           | 24.08                   | ONA 510          | 9           | 48.87                  |
| Pitts, Amy         | 32.39                      | 0.6                | BSN           | 1.37                    | ONA 505          | 2           | 35.34                  |
| Duke, Jodi         | 43.38                      | 0.8                | MSN           | 11.75                   | ONA 510          | 7           | 44.49                  |

5. — Employees hired into these positions after the initial transition will have their pay established in accordance with Article 8.3.1.
6. — A seniority date will be established for each affected employee to equal the date on record that the employee started in the position being impacted.
7. — All terms of the parties' collective bargaining agreement will apply to these positions.
8. — Eligible nurses will receive certification pay for 2012 and thereafter according to the existing contract.

OREGON NURSES ASSOCIATION \_\_\_\_\_ OREGON HEALTH & SCIENCE \_\_\_\_\_  
 \_\_\_\_\_ UNIVERSITY

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

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