AGREEMENT BETWEEN

Oregon Nurses Association

And

Oregon Health & Science University

December 2, 2013 – March 31, 2017
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MEMORANDUM OF UNDERSTANDING #3 Voluntary On-Call Staffing in Adult Intensive Care Units

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PREAMBLE
This Agreement is made by and between the Oregon Health & Science University (hereinafter the “Employer”) and the Oregon Nurses Association (ONA) (hereinafter the “Association”).

ARTICLE 1 - RECOGNITION AND ASSOCIATION SECURITY

1.1 Recognition. The Employer recognizes the Association as the exclusive bargaining agent and representative for all employees at Oregon Health & Science University working in classifications for which an RN license is required, except employees who are excluded by the Employment Relations Board and academic, supervisory and confidential employees.

1.2 Association Security.

1.2.1 Membership/fair share/contributions to charitable organizations. Bargaining unit members are required either to become members of the Association or to make payment in-lieu-of dues (also referred to as fair share payments) to the Association. Payments in-lieu-of dues shall be equal to or less than the regular monthly Association dues. A bargaining unit member who exercises her/his right of non-association only when based on a bona fide religious tenet or teaching of a church or religious body of which such employee is a member shall pay an amount of money equivalent to regular monthly Association dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Association. The employee shall furnish written proof to the Association and to the Employer that this has been done. Prior to hiring a prospective employee for this bargaining unit, the Employer will advise the employee of her/his obligations under this provision.

1.2.2 Deduction for dues. Upon written request, on the Association form to be available at the Employer, members of the Association may have regular monthly dues deducted twice monthly from their paychecks. Employees making fair share payments in-lieu-of dues shall have their fair share payments deducted twice monthly. Bargaining unit members employed subsequent to the execution of this Agreement shall have the appropriate deduction made the first
paycheck of the month following the first full month of employment. The amounts
to be deducted shall be certified to the Employer by the Association, and the
aggregate deduction shall be remitted monthly, together with an itemized
statement, to the Association.

1.2.3 Indemnification. The Association shall indemnify and hold the
Employer harmless against any and all claims, damages, suits or other forms of
liability which may arise out of any action taken or not taken by the Employer for
the purpose of complying with the provisions of this Article.

ARTICLE 2 - ASSOCIATION PRIVILEGES AND LIMITATIONS

2.1 Lists. The Employer shall furnish electronically to the Association, on a
monthly basis, a current alphabetical listing of the names, home addresses, employee
identification numbers, phone numbers on record, hire date, pay rate, and
classifications of the employees in the bargaining unit. New hires and terminations shall
be indicated on the listing. In addition, the Employer shall provide a quarterly listing
which shall show the employees' work unit and shift if available, and total hours
compensated for the quarter. In the event the Association discloses such information to
individuals outside the Association, the Association shall hold the Employer harmless
for any liability resulting from the release of such information.

2.2 Bulletin Boards. The Employer shall provide a reasonable space in at
least, but not limited to, the following locations:

a. Multnomah Pavilion first floor
b. CHH, 7th 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 9th 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 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.

2.3 Visits by Association Representatives. The Association will provide the Employer with a list of those ONA staff members designated as authorized representatives. The representative, after advising the appropriate Human Resources Director or designee, or the Chief Nurse Executive or designee, shall have reasonable access to the premises of the Employer at any time during working hours to conduct Association business and to assist in the processing of grievances under the terms of this Agreement. Such visits are not to interfere with the normal flow of work, including the delivery of patient care.

2.4 Notices to New Employees. 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.

2.5 Nurse Representatives. The Association may appoint up to fifteen (15) Nurse Representatives. The Association shall notify the appropriate Human Resources Director of any changes of the names of the Nurse Representatives.

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

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

2.5.3 Protected activity. The Employer agrees that there shall be no
reprisal, coercion, intimidation, or discrimination against a Nurse Representative
for any authorized activity.

2.6 AURN Hot Line. The Employer shall provide a campus telephone
number (503-494-6880) for the use of the AURN. The AURN shall be responsible for
the cost of the dedicated telephone line and message center called the AURN Hot Line.

2.7 Use of Employer’s Electronic Mail (e-mail). Employees shall be
permitted use of the Employer’s e-mail system for the purpose of communicating with
the Association, AURN officers, Grievance Representatives, and co-workers regarding
Association matters, provided the origination and reading of such communication occurs
during non-duty hours.
ONA shall be permitted the opportunity to submit e-mail messages intended for general
distribution to groups of bargaining unit employees greater than fifty (50) total in number
to Human Resources consistent with the terms of this Article. Messages shall pertain to
Oregon Nurses Association’s social functions, meetings, educational opportunities,
elections, appointments, notice of professional affairs, and bargaining updates. Human
Resources will coordinate distribution of such e-mail messages to occur during non-
peak business hours so as not to impede University information systems. E-mail
messages shall not be demeaning, inflammatory or derogatory in nature.

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

2.8 Negotiating Team. A maximum of six (6) 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.

ARTICLE 3 - GENERAL PROVISIONS

3.1 Binding Effect. This Agreement binds the Association and any person designated by it to act on behalf of the Association. Likewise, this Agreement binds the Employer and any person designated by it to act on its behalf.

3.2 Complete Agreement. This contract incorporates the sole and complete Agreement between the Employer and the Association. It supersedes any and all prior
agreements between the Association and the Employer. It is acknowledged that during negotiations which resulted in this Agreement, each and all had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Agreement shall not be modified in whole or in part except by another written instrument duly executed by the parties.

3.3 **Savings Clause.** This Agreement is subject to all applicable federal and state laws and regulations. Should any article, section or portion of this Agreement be held or rendered unlawful and/or unenforceable by a new law or regulation or by a court or board of competent jurisdiction, such invalidation shall apply only to the specific article, section or portion directly specified. Upon notification of such development and upon demand of either party, the parties shall begin negotiations to replace this Agreement’s invalidated article, section or portion.

3.4 **Maintenance of Rights and Obligations.** The provisions of this Agreement define the rights and obligations of each party regarding the subject matter addressed. They take precedence over past or existing practices that are inconsistent with these provisions. All employee rights and benefits under this Agreement shall remain unchanged during the term of this Agreement unless modified by mutual agreement. The Employer shall not alter any other employee rights and benefits which are mandatory subjects of bargaining and are well established in the bargaining unit without first notifying the Association and bargaining upon demand in accordance with ORS 243.698. For purposes of this article, “well established” means that the right or benefit is unequivocal, readily ascertainable and accepted by the Association and the Employer over a reasonable period of time.

**ARTICLE 4 - MANAGEMENT RIGHTS**

Except as may be specifically modified by the terms of this Agreement, the Employer retains all rights of management in the direction of its work force, inclusive of those rights enumerated in ORS 243.650 through 243.782. These rights of management shall include, but not be limited to, the rights to:

1. Direct employees.
2. Hire, promote, transfer, assign and retain employees.
3. Suspend, discharge or take other proper disciplinary action against employees.
4. Reassign employees.
5. Relieve employees from duty because of lack of work or other proper reasons.
6. Schedule work.
7. Determine methods, means and personnel by which operations are to be conducted.

ARTICLE 5 - DEFINITIONS

5.1 Regular Employee. An employee who has completed the trial service period and is regularly scheduled in an established position, either for forty (40) hours per week as a full-time employee, or for less than forty (40) but at least an average of four (4) hours per week (0.1 FTE) as a part-time employee.

5.2 Benefited Employee. A regular employee whose full-time equivalency is at least 0.5 FTE.

5.3 Full-Time Equivalent (FTE). Hours for which an employee is regularly scheduled, as reflected on the personnel action form.

5.4 Interim Position. A 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.

5.5 Resource Nurse. A nurse who has not been assigned an FTE status and is not regularly scheduled for any designated number of hours per pay period.

5.6 Temporary Nurse. A nurse who has been hired to work for a specific period of time of no greater than twelve (12) months to fulfill specific needs of the Employer.
5.7 **Straight Rate of Pay.** A nurse’s rate of pay in accordance with Appendix A of this Agreement.

5.8 **Regular Rate of Pay.** Straight rate of pay plus, where applicable, any differential payable under this Agreement (excluding call pay), calculated on a weekly or bi-weekly basis.

5.9 **Adjusted Service Date.** Date used to determine an employee’s total years of service at OHSU for purposes of Article 11.1. 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.

5.10 **Salary Adjustment Date.** Date used to determine an employee’s eligibility for progression to the next pay step, as reflected in Article 8.2 and Appendix A. The salary adjustment date shall be adjusted for leave without pay (excluding FMLA/OFLA, worker’s compensation leave and military leave) greater than fifteen (15) days.

5.11 **Seniority Date.** Date used to determine an employee’s seniority. The seniority date is established as the original date of hire as a bargaining unit nurse, and shall be adjusted for any of the reasons set forth in Article 18.2.

**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, 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.

6.1.2 **Process for reporting harassment/discrimination due to protected class.** OHSU is committed to providing a harassment free work environment for all employees. Any employee who believes s/he is being subjected to harassment or discrimination in violation of the Employer’s applicable policies may file a complaint with the Affirmative Action Equal Opportunity (AAEO) Department, Human Resources or other AAEO designated authority. If the complaint is not satisfactorily resolved by the Employer’s investigatory and grievance process, it may be submitted to the Bureau of Labor and Industries for resolution.

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

6.2.1 An individual employee, or the employee’s official representative, shall be permitted to inspect her/his attendance records. Records that cannot be accessed electronically shall be made available to an individual employee, or the employee’s official representative, at reasonable times and upon reasonable notice.

6.2.2 The Employer will make available an earnings statement on or before the designated payday for each biweekly pay period. To the extent that space and character limitations on the statement permit, the earnings statement
will include the rate(s) paid for all compensated hours, differentials, accrued paid
time off, compensatory time and overtime.

6.2.3 The Employer will make available payroll materials during
orientation and upon nurses’ individual requests.

6.3 Time Detail Reports. Nurses are obligated to follow the Employer’s time
clocking rules and procedures. RNs will be provided access to a time detail report prior
to the end of the payroll period, and a timecard audit trail report will be provided upon
employee request.

6.4 Paycheck Errors.

6.4.1 Overpayments. Immediately upon becoming aware of an
overpayment, a nurse shall notify the Payroll Department. If the amount of the
overpayment exceeds the nurse’s ability to repay immediately, the Payroll
Department will provide the nurse with a letter, by e-mail and regular mail,
enclosing a proposed repayment plan in accordance with Section 6.4.4, alerting
the nurse to consult with a tax advisor, and advising the nurse of his/her rights
under this section. The Payroll Department will make a reasonable effort to
provide the letter to the nurse within fifteen (15) days after having been notified of
the overpayment. The nurse may request an adjustment to the plan or propose
an alternate repayment plan. If the nurse fails to respond within fifteen (15) days
after the proposed repayment plan is sent, the nurse will be deemed to have
accepted the plan as written.

Should the Payroll Department and the nurse fail to reach agreement, a payment
plan will be adopted based on consensus reached by a board comprised of:

Two (2) Hospital/Clinic Management Representatives
Two (2) AURN Representatives appointed by the Executive Committee of
the AURN
Director of Human Resources
The decision of the board shall be final and binding and the nurse will abide thereby. Recovery will commence the first payroll period following the date the repayment plan becomes final.

6.4.2 Underpayments. Paycheck errors made by the Employer involving direct compensation (salary payment) must be corrected within forty-eight (48) hours of the error having been brought to the Employer’s attention, not including holidays and weekends.

6.4.3 Employee error. Paycheck errors resulting from employee error will be rectified on a paycheck following report of the error to the Payroll Department, except when (1) the error caused the employee’s pay to be less than 50% of net, in which case the adjustment will be made within 48 hours of the extent of the error having been brought to the Employer’s attention, or (2) the error is reported after the payroll cutoff period, in which case the adjustment will be made on the next pay period.

6.4.4 Time limitation. Retroactive adjustment for overpayments or underpayments shall be applied to the period of the error, not to exceed twelve (12) months of such overpayments or underpayments preceding the date of the employee’s notification to Payroll or of Payroll’s notification to the employee of the error. Absent special circumstances, the employee will be allowed to repay a total overpaid amount over the same period as the overpayments were made, up to a maximum of twelve (12) months or the employee’s termination of employment, whichever occurs first.

6.5 Position Descriptions. Position descriptions shall be reduced to writing and delineate the specific duties assigned to an employee’s position. A dated copy of the position description shall be given to the employee upon assuming the position and at such time as the duties of the position are substantially changed. Nothing contained herein shall compromise the right or the responsibility of the Employer to formulate and/or modify position descriptions and to assign work consistent with the descriptions.
6.6 **Trial Service Period.** All employees shall serve a trial service period of six (6) months or four hundred eighty (480) hours worked, whichever is greater. However, no employee will be required to serve more than one (1) year of a trial service. All employees rehired after ninety (90) days of separation shall serve a trial service period.

6.6.1 **Transfer during trial period.** Employees who are transferred to another position prior to the completion of their trial service period shall serve the remainder of the six (6) month trial service in the new position or ninety (90) days, whichever is greater. Employees may not transfer more than once to a position in another unit during their trial period, unless the Employer, the employee and the Association agree otherwise.

6.6.2 **Removal during trial period.** An employee may be removed during the trial service period at the Employer’s discretion. The employee shall not have the right to grieve her/his trial service removal. Upon removal, the Employer shall timely notify in writing the employee removed and the Association of the action and the reason for the removal.

6.6.3 **Extension of trial service period.** If an employee is granted leave without pay during the trial service period, the period shall be extended by the number of days of the leave without pay. The trial service period may also be extended upon mutual agreement of the Employer, the employee and the Association.

6.7 **Performance Appraisals.** Each manager 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 nurse who is competent to evaluate the employee’s clinical nursing practices 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.

6.7.1 **Evaluation process.** 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.

6.7.2 Trial service period. Every employee shall receive a performance appraisal at the end of a trial service period.

6.8 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 serve as a constructive tool to aid an employee in developing skills and/or improving performance. Such plans are distinct from work correction plans, which may be utilized as part of a disciplinary process.

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 Discipline and Discharge.

6.9.1 Just cause. Employees who have completed their initial trial service period shall not be subject to discipline and/or discharge without just cause.

6.9.2 Progressive discipline. The principles of progressive discipline shall apply to disciplinary actions except when the Employer must take a more immediate action.

6.9.3 Discipline related to clinical performance. Discipline related to clinical performance and judgment issues may be subject to clinical performance peer review by the Professional Nursing Care Committee, at the nurse’s request and at the Committee’s discretion. A summary of the Committee’s investigation shall be shared with the Employer, the nurse and the Association. The nurse’s anonymity during such investigations shall be strictly maintained by Committee members, limited to a need-to-know basis.

6.9.4 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. 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 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 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.

6.9.5 Investigatory interviews. Employees covered by this
Agreement have the right to request union representation at an investigatory
interview conducted by the Employer which the employee reasonably believes
might result in disciplinary action. 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.

6.9.6 Status of investigation. In the event that an employee is
interviewed or otherwise notified of an investigation that could result in
disciplinary action, the employee will be notified of the status of the investigation
within fourteen (14) days of such interview or notice or as otherwise mutually
agreed.

6.9.7 Documentation. Upon request, the Association will be given
copies of any documentation used to support discipline of a nurse, provided that
the Employer has the right to withhold identifying patient information.

6.9.8 Unauthorized absence from duty. Any unauthorized absence
of an employee from duty shall be deemed to be an absence without pay and
may be grounds for disciplinary action. Any employee who is absent without
authorization for two (2) consecutive scheduled workdays may be deemed to
have resigned after a review by Human Resources. When extenuating
circumstances are found to have existed, however, the Employer may authorize
such absence by a subsequent approval of leave with or without pay.

6.9.9 Prohibited basis for disciplinary action. No employee shall be
subject to disciplinary action or separation for:
a. Disclosure, not prohibited by law, of violation of laws or OHSU policies by the Employer or its agents.

b. Adherence to the Nurse Practice Act (ORS Chapter 678).

c. Adherence to the Oregon Administrative Rules Chapter 851 established by the Board of Nursing pursuant to the Nurse Practice Act.

6.9.10 Time entry and nurse locator systems. Employees shall not be disciplined based solely upon data obtained from any time entry or nurse locator system.

6.9.11 Limit on pay reductions. Reduction in pay for employees who are at the first step of the salary range shall not exceed the equivalent of one (1) step and shall not continue for a period greater than one (1) month.

6.9.12 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. Employees who fail to comply with mandatory and regulatory-required education, testing, immunization or treatment will be placed on Leave Without Pay (LWOP) until they have achieved compliance or until the conclusion of any pre-disciplinary proceeding. Non-compliance will be grounds for disciplinary action up to and including dismissal.

6.10 Personnel Files.

6.10.1 Inspection. An individual employee, or the employee’s authorized representative, may inspect the employee’s personnel file(s) except for confidential reports from previous employers. Employees requesting additional copies of materials from their personnel files will be assessed a reasonable copying charge as established by University policy.

6.10.2 Personnel file contents. Records pertaining to an individual’s qualifications, personnel actions, performance evaluations, commendations, warnings, or other disciplinary matters shall be contained in the personnel file.
6.10.3 Removal of materials. Written disciplinary notices for conduct other than theft, willful misrepresentation, conduct threatening or endangering the safety of others in the workplace, or discrimination, harassment or assault/violence (as defined by law) against another person, shall not be considered for purposes of progressive discipline after two (2) years, provided there have been no incidents of a similar nature in the interim. Upon written request of the nurse to Human Resources after the above-referenced 2-year period has passed, the discipline shall be removed from the nurse’s personnel file.

6.11 Exit Interviews. Nurses terminating employment with the Employer will be offered an exit interview by Human Resources.

6.12 Final Paychecks Upon Termination. When a regular employee is discharged or an employee is removed from initial trial service, the Employer shall deliver the final paycheck to the employee at the same time, and in the same manner as the written notice of such action. When an employee voluntarily resigns, the employee shall receive his/her final paycheck on the next regularly scheduled payday.

6.13 Employee Assistance Program. The Employer shall provide an employee assistance program to employees and families. Utilization of this program will be confidential.

6.14 Contracting Out. The Employer may determine to contract or subcontract work, provided that as to work which is presently and regularly performed by employees in the bargaining unit, the Employer agrees to negotiate, upon request by the Association, the decision and its impact prior to implementation. 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.

6.15 Removal of Functions from Bargaining Unit. Should the Employer determine that a function or functions performed by a registered nurse should be removed from or transferred outside of the bargaining unit, the Employer will be
responsible for submitting the proposal to all members of the AURN/Management Cooperative Committee as set forth in Section 27.2 to provide them an opportunity for review and comment. Within thirty (30) days of receipt of the proposal, the Association’s representatives on the committee may call a meeting of the entire committee to present comments and recommendations on behalf of the represented employees.

ARTICLE 7 - HOURS OF WORK

7.1 Work Period and Work Day.

7.1.1 Work period. The standard work period shall consist of forty (40) hours in an established time of seven (7) consecutive twenty-four (24) hour periods. An alternative work period consisting of eighty (80) hours in an established time of fourteen (14) consecutive twenty-four (24) hour periods may also be adopted.

7.1.2 Workday. For employees working a standard work period, scheduled shifts consisting of between four (4) and twelve (12) consecutive hours of work, except for interruptions for meal periods, shall constitute a workday. For employees working an alternative work period of fourteen (14) days, the workday shall be no more than eight (8) hours, except for interruptions for meal periods. Any other workdays will be adopted only upon agreement, in writing, of the Employer and the Association.

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.

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.

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 number of staff needed to cover the department, sick leave usage, staffing alternatives such as self-scheduling and more part-time positions, and on-call scheduling and utilization;

e. The mechanism used by staff for trading shifts after the schedule is posted;
f. Staffing options which may decrease the number of weekend shifts staff would need to work; and
g. Problem-solving of scheduling issues.

### 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
e. Resource nurses meeting their minimum shift obligation
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)
g. Resource nurses working beyond their minimum shift obligation
h. Regular nurses working a critical need incentive shift
i. Nurses working overtime (over 40 hours or scheduled shift length) or double back (when not part of their FTE requirement)
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.

### 7.2.3 Posting of schedules.

Employee work schedules 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). 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.

7.2.4 Temporary reassignments. If the operating requirements of a unit require employees to be temporarily reassigned from their normal schedule, volunteers will be solicited. If there are no volunteers, the least senior qualified employee will be reassigned. If an employee is reassigned from his or her normal schedule pursuant to this provision, the employee will be returned to his or her former schedule when the operating requirements that caused reassignment no longer apply.

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 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 involuntary FTE change. 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.

7.4.1 Meal periods. Employees are entitled to a non-duty, unpaid meal period of one-half (1/2) hour during each workday. Meal period coverage will be assigned as necessary in the course of making shift assignments. Employees required to be on duty during a meal period will be compensated.

7.4.2 Rest periods. Employees shall be provided a fifteen (15) minute rest period for each four (4) hours worked. Whenever possible, employees will be allowed to take their rest periods away from the immediate work area. At the Employer’s discretion, rest periods may be combined with meal periods or taken prior to the end of the shift.
The Employer will make every effort to provide relief so that rest periods may be taken. When, despite such effort, none of the options for allowing rest breaks at alternative times is feasible because of the operating requirements of the Employer, the employee will be compensated at the straight time rate of pay.

7.5 **Rotation of Shifts.** Except on a voluntary basis, nurses will not be required to rotate shifts. In the event of an emergency, however, where a temporary shift change becomes necessary due to the operating requirements of the Employer, employees will be assigned first on a voluntary basis and then in inverse order of seniority unless a specific skill set is needed that a less senior nurse does not possess thus necessitating the need to assign a more senior employee.

7.6 **On-Call.** On-call is a method of contingent staffing used to provide staff as a response to emergency or after-hours needs, supplementing regularly scheduled RNs. On-call hours will be equitably distributed for each department according to the number of on-call hours required and the number of FTE registered nurses in the department authorized to take call. Equitable distribution shall be interpreted broadly to meet the unique needs of each department. Each department’s on-call standard will be established by the UBNPC and the manager. Registered nurses shall take call for patient populations for whom they are qualified to care. Reasonable efforts will be made to avoid using on-call staff to cover for unscheduled absences.

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 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.** In each acute care unit, the UBNPC will assess whether the current on-call system on the unit is meeting the unit’s staffing needs. If either the UBNPC or the unit manager determines that the current system on the unit is not meeting those needs, then the UBNPC will
meet to pursue alternative methods for meeting the unit’s staffing needs. If these efforts are not successful within three (3) months thereafter, the Employer will notify and offer to bargain with the Association over a new method for meeting the unit’s staffing needs, and the parties will proceed in accordance with ORS 243.698.

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). Released employees will not be required to be on-call for the remainder of their assigned shift unless they volunteer.

7.6.4 Modified mandatory call for senior nurses. Nurses with seniority of twenty (20) years or more shall be allowed the opportunity to have a reduced mandatory call obligation on their unit. The extent of the reduced obligation will be dependent on the number of senior nurses on the unit and the unit’s operating requirements, as determined by the manager in collaboration with the UBNPC.

7.6.5 On-call conditions. When an employee, including a resource nurse, is to be on-call, the following conditions shall apply:

a. The employee is required to leave word with the Employer where she/he can be contacted during a specified period of time or carry an active paging device as provided by the Employer; and

b. The employee is required and must be prepared to immediately commence full-time work if the need arises.

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 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.

7.6.7 Annual review. On-call scheduling and utilization will be reviewed annually consistent with budget time lines to determine the appropriate number and distribution of FTEs.

7.7 Standby Shifts. A nurse shall be on standby status when she/he is required to be available for work outside her/his normal working hours. The term “available” shall mean waiting in readiness at the Employer’s facility with no previously assigned cases or tasks. An OR Registered Nurse shall be considered qualified for OR standby status if she/he has a minimum of one (1) year of OR experience, or less than one year if mutually agreed to by the nurse and the Employer, and has completed orientation.

7.7.1 Furnished facility. OR nurses waiting in readiness shall be provided a reasonably furnished room on campus dedicated solely to the nurses’ use for relaxation or sleep. Absent exceptional circumstances, including but not limited to inclement weather (see Section 7.10), the facility shall include a bed, bedside lamp, television, telephone or pager, bathroom and access to a shower.

7.7.2 Unfilled shifts. Unfilled RN standby shifts will be staffed as per Section 7.6 – On-Call.

7.7.3 Notice of cancellation. Nurses shall receive twenty-four (24) hours notice of cancellation of a scheduled standby shift. The nurse shall receive four (4) hours of standby compensation if the Employer fails to provide such notice.
7.8 Weekend Scheduling. It is the policy of the Employer to schedule those nurses who so desire every other weekend off, with the exception of those nurses who have signed an authorization to work consecutive weekends. Nurses who have volunteered to work consecutive weekends may withdraw such authorization upon two (2) weeks’ written notice prior to the date a new schedule must be posted.

7.8.1 Requests for extra weekend shifts off. All RNs with twelve (12) years or more seniority may request and be granted, in order of seniority, extra weekend shifts off. These shifts will be granted, in the manager’s discretion, after vacation requests have been approved and operating requirements of the unit have been met.

7.9 Clean-up Time. Registered nurses who are required to wear special clothing in order to perform their assigned work shall be permitted a maximum of seven and one-half (7½) minutes, at the beginning of the shift and at the end of the shift, to clean up and to change clothes.

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:

7.10.1 If the employee does not receive notification and the employee reports for her/his regularly scheduled shift, 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.
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.

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 to job share 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.

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.

7.11.3 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.
7.12 Shift Curtailment and Cancellation.

7.12.1 Shift Curtailment. Shift curtailment occurs when an employee does not work a portion of his or her scheduled shift due to lack of work. Shift curtailments may not be implemented for the beginning of the shift, unless by mutual agreement. In non-procedure units, an employee’s shift may be curtailed with a minimum of one (1) hour’s notice. In procedure units, a reasonable effort will be made to provide advance notice; however, no such advance notice is required. The Employer will not adjust the regular start time(s) of a shift(s) to avoid double back eligibility as outlined in Section 9.2. However, if an employee is curtailed during the last hour of the shift, the employee remains eligible for double back pay per Section 9.2. Employees shall not be curtailed more than once during any given shift. Employees may utilize accrued leave or leave without pay, at the employee’s discretion, for all curtailed hours.

7.12.2 Shift Cancellation. A shift cancellation occurs when an employee does not work any portion of the scheduled shift because of lack of work. The Employer may place the Adult Critical Care and Labor & Delivery employees on-call consistent with the provisions of Article 7.6.3. Other employees may choose to be on-call at the Employer’s request, or remain at home using accrued leave or leave without pay at the employee’s discretion.

7.12.3 Report Pay and Notice Requirements. An employee who reports to work for a scheduled shift without having received notice of shift cancellation or is curtailed will be paid for a minimum of four (4) hours or one-half (½) of her/his scheduled shift, whichever is greater. An employee who receives notice of shift cancellation at least two (2) hours prior to the beginning of the scheduled shift is not entitled to any minimum pay for the scheduled shift. An employee who receives notice of shift cancellation prior to reporting to work but less than two (2) hours prior to the beginning of the scheduled shift will be paid for a minimum of two (2) hours. The obligation to pay under this paragraph will not apply when interruptions of work are caused by an Act of God, except as provided in Section 7.10. Nothing herein is intended to deny the Employer the right to require the employee to work during the period for which the employee is being paid.
7.12.4 Lack of work on a holiday. If a department anticipates a lack of work on or adjacent to a holiday, it shall make a reasonable effort to so notify employees. When there is a general closing of a department for a day, on or adjacent to a holiday, the Employer will not be expected to grant the right to work to any employee in that department on that day. However, when work is available, an employee may make up the time, upon approval of the manager, provided it is in the same work week or extended work week and the work does not result in the payment of overtime.

7.12.5 Individual maximums. Curtailed FTE hours and shift cancellation hours, in the aggregate, shall not exceed forty-eight (48) hours per month nor two hundred eighty-eight (288) hours per fiscal year per employee. Curtailment or cancellation from a shift other than a nurse's regularly scheduled FTE shift shall not count toward these maximums. If an employee agrees to shift curtailment or shift cancellation on a voluntary basis, those hours shall count toward these maximums. Nurses may choose to exceed these individual maximums.

7.12.6 Continuation of benefit accruals. Employees' seniority and other accrued benefits shall accrue on all curtailed and canceled hours under this article (including required time off due to holiday-related closure of a unit), regardless of whether the employee elects to use paid time off benefits.

7.12.7 Order of curtailment/cancellation. The order of employees to be curtailed/canceled shall occur in the following manner:

a. Daily assigned (per diem) agency nurses.

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

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

d. Nurses working a critical need incentive shift or other work incentive
e. Volunteers (who must use available accrued time if a resource nurse is working)

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

g. Resource other who signed up prior to the posting of the schedule

h. Regular other who signed up prior to the posting of the schedule

i. Resource nurses working minimum shift obligation

j. Laid off nurses (in accordance with Section 20.5)

k. Temporary nurses

l. Traveler nurses with a multiple week contract

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

For nurses falling under (m) above, curtailment/cancellation shall occur on a rotational basis, in inverse order of seniority, except where operational needs of the unit may require otherwise. A regular nurse on the unit shall not be curtailed or cancelled for work on that unit before a Float Pool nurse. The intent of this provision is that nurses who are curtailed/canceled one day shall not be curtailed/canceled again until all other nurses regularly scheduled for that shift have been curtailed/canceled for approximately the same number of hours within the current fiscal year. Volunteer hours shall count in the rotation tally. Nurses who are canceled and who then find work in another area may not count the hours as part of a cancellation rotation.

7.13 Floating.

7.13.1 Nurses required to float within OHSU inpatient or outpatient areas will receive adequate orientation. Unit orientation will be developed by UBNPC's.
7.13.2 Nurses required to float shall receive a patient assignment taking into account the nurse’s training and experience. Nurses shall seek guidance for those tasks or procedures for which they have not been trained. Nurses who encounter difficulty related to floating should report these to the appropriate nurse manager. Unresolved issues may be referred to the UBNPC or PNCC for review and follow-up as necessary.

7.14 Specialty Float Pool Structure. Staffing shall be by specialty cluster in accordance with Float Pool job descriptions. Specialty clusters may be subject to future expansion to include, in the Employer’s discretion, designated ambulatory care units and additional inpatient units.

ARTICLE 8 - WAGES

8.1 Wage Rates and Relevant Education Recognition Differential. Nurses covered by this Agreement shall be compensated at the wage rates set forth in Appendix A hereto. A relevant baccalaureate degree is recognized by a salary differential that is 4.75% higher than the base salary. A relevant Master’s degree is recognized by a salary differential that is 9.5% higher than the base salary. The wage scale for the Nurse Practitioner classification, which has the Master’s level preparation built into the compensation structure, is 32.0% higher than the base salary. The wage scale for Resource Nurses is 15.0% higher than the base salary for regular nurses. Each of these salary rates constitutes a nurse’s straight rate of pay for purposes of applying premium pay rates.

8.1.1 A Baccalaureate degree in Nursing is the only relevant baccalaureate degree. Completing courses that would meet the qualifications for a baccalaureate degree in the RN to MSN, RN to DNP, or RN to Ph.D. program is deemed the equivalent of a Baccalaureate degree in Nursing.

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.
8.1.3 Approval of the educational differential for BSN and MSN requires presentation of the diploma, transcript, or suitable document showing receipt of the degree from an accredited college or university. For other degrees, a transcript and appropriate justification statement must be provided to the Chief Nurse Executive for approval. When an educational differential is approved for an individual nurse, it will continue throughout the term of the nurse’s continuous employment at OHSU.

8.2 Steps Progression. Progression through the salary range for nurses shall be one step at a time and shall occur on an annual anniversary basis, consistent with the provisions in Appendix A. The step increase shall be effective at the beginning of the pay period following the nurse’s salary adjustment date.

8.3 New Hires.

8.3.1 Credit for prior experience. Employees who are qualified by virtue of previous experience may be placed at the longevity step appropriate to the employees’ years of experience as a registered nurse. Step placement shall include, where applicable, years’ credit toward advancement to the next step. Nurses shall receive written notice of their step placement, date of projected step advancement, and rate of pay no later than thirty (30) days following commencement of their employment.

8.3.2 Recruitment incentives. Nothing in this Agreement shall preclude the Employer from providing new hires with additional compensation or other items of material value in instances where additional recruitment incentives are deemed warranted in the Employer’s discretion. The Association will be notified in advance of the offering of any recruitment incentives.

8.4 Economic Rewards. The Employer agrees to notify the Association of any proposed lump sum bonus or economic reward. In such case, the provisions of ORS 243.698 shall apply and the provisions of Article 23, Strikes and Lockouts, will be waived. Such mid-term bargaining shall not commence within 180 days prior to the expiration of this Agreement.
8.5 Travel Expenses and Allowances. Travel expenses and allowances will be in accordance with the Employer’s policies. In the event that the Employer seeks to make a substantive change in its policies, it will notify the Union of such change at least thirty (30) days prior to implementation, and will bargain upon request regarding such change. Notwithstanding the provisions of this paragraph, however, mileage shall be reimbursed at the prevailing IRS rate.

ARTICLE 9 - OVERTIME AND PREMIUM PAY

9.1 Overtime.

9.1.1 Definition of overtime. Overtime for employees working a standard 40-hour work period is time worked in excess of (1) the employee’s regularly scheduled shift, provided the shift is not less than eight (8) hours, or (2) forty (40) hours per week. Overtime for employees working an alternative 80-hour work period is time worked in excess of eight (8) hours in a day or eighty (80) hours in an established time of fourteen (14) consecutive twenty-four (24) hour periods.

9.1.2 Overtime rate. All eligible employees shall be compensated at the rate of time and one-half (1½) their regular hourly rate of pay for overtime. No application of this article shall be construed or interpreted to provide for compensation for overtime at a rate exceeding time and one-half (1½), or to effect a “pyramiding” of overtime, i.e., time and one-half of time and one-half.

9.1.3 Double time. Employees who work over sixteen (16) consecutive hours shall be paid double time for each consecutive hour or fraction of in excess of sixteen (16) hours. Double time shall be paid at the overtime rate of time and one-half (1½) the regular rate of pay plus an additional one-half (½) the straight rate of pay.

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 identification of staffing deficiencies as early as possible and the pursuit of non-overtime available resources. 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.

9.1.6 **Mandatory overtime.** The Employer will act in accordance with ORS 441.166, which limits and regulates circumstances under which hospital nurses may be required to work overtime. Should it ever become necessary for an employee to work a mandatory overtime shift, the Employer agrees to equitably distribute such work according to its procedures and to compensate the employee at two times (2x) the employee’s regular hourly rate of pay for all such hours worked. This provision equally applies to employees volunteering for identified mandatory overtime shifts. Individual bargaining for the purpose of securing payment of double time in a non-mandatory overtime situation is prohibited.

9.2 **Double Back Pay.** The Employer shall pay double back at time and one-half (1½) the employee’s straight rate of pay when an employee, including a resource nurse, is requested by the Employer to return to work within eight (8) hours or less from the employee’s previously scheduled shift.
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 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.

9.2.2 Non-qualifying events. Work performed at the request of a nurse or of other nurses or as a result of trades, or attendance at a voluntary meeting or educational event, shall not be deemed an event that disrupts an otherwise unbroken 8-hour rest period between shifts.

9.2.3 Work in advance of shift. Nothing in this article will obligate the Employer to pay double back to nurses not assigned call who, with a break of eight (8) or more hours between regularly scheduled shifts, agree to report for work early, regardless of the number of hours worked preceding their shift.

9.2.4 Waiver. A nurse may choose to waive double back pay under this section if the nurse chooses (1) to schedule a four (4) hour call shift next to the nurse’s scheduled shift, or (2) to attend a mandatory meeting or educational event adjacent to his or her regularly scheduled shift.

9.3 Other Forms of Premium Pay.

9.3.1 Payment for work while on-call. An employee who is required to report for work while on-call (whether the call is voluntary or mandatory) shall be paid a minimum of two (2) hours commencing when the employee actually begins work, and shall be paid at a rate of time and one-half (1½) the straight rate of pay for all hours worked, including the minimum two (2) hours.

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.

9.3.3 Hours worked on designated holidays. An employee who works on any of the holidays listed below will be compensated at the rate of time and one-half (1½) his/her straight rate of pay for all hours worked on a holiday shift. A holiday shift is defined as a shift on which at least one-half (½) of the hours worked are on the holiday.

a. New Year’s Day on January 1.
b. Martin Luther King, Jr.’s Birthday.
c. President’s Day on the third Monday in February.
d. Memorial Day on the last Monday in May.
e. Independence Day on July 4.
f. Labor Day on the first Monday in September.
g. Thanksgiving Day on the fourth Thursday in November.
h. Christmas Day on December 25.

9.4 Compensatory Time. A regular employee may elect, in lieu of receiving payment for overtime hours, for hours worked beyond the employee’s FTE status or for the premium portion (½ x) of holiday hours worked or on-call hours worked, to deposit in the employee’s compensatory time bank the hours worked (including at the rate of time and one-half the actual overtime hours worked, and at the rate of one-half of the holiday or on-call hours worked), up to a maximum of 56 hours. Hours sought to be converted after the maximum has been reached will automatically be paid in cash. Nurses may elect to use available hours from their compensatory time bank for any allowable use of paid time off, including unscheduled absences.

ARTICLE 10 - DIFFERENTIAL PAY

10.1 Charge Nurse. A charge differential in the amount of $2.85 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 per hour 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. 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, the RN will
be compensated at a rate of $5.00 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.

10.4 Standby Pay. A qualified Operating Room nurse assigned to “standby”
status in accordance with Section 7.7 shall be compensated $150.00 per eight (8) hour
standby shift.
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. An eligible 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. The amount of the differential shall be ten percent (10%) of the nurse’s straight rate of pay 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.

10.7 **PANDA Transport Allowance.** The Employer shall pay a sixty-five dollar ($65.00) allowance per transport to each employee assigned to the PANDA transport team, exclusive of any travel expense reimbursement.

10.8 **Float Differential.** Nurses in inpatient areas who float off of their home unit at the Employer’s request on two (2) or more shifts within any two (2) consecutive workweeks as defined by the Employer shall receive a float differential of $2.00 per hour for all hours floated during the two-week period.

10.9 **Specialty Float Pool Differential.** Float Pool nurses who satisfy the eligibility criteria for a specialty cluster and who have at least two (2) years of experience in their specialty shall receive an hourly differential as follows:

10.9.1 Regular nurses whose FTE status is no less than 0.75, and who agree to work at least four (4) of the holidays (including at least one of the 3 winter holidays) listed in Section 9.3.3, shall receive a differential of $8.00 per hour. A Float Pool nurse in this category shall not be canceled from a holiday shift before comp/vacation requests are honored in other units where the Float Pool nurse is qualified to work.
10.9.2 Regular nurses whose FTE status is less than 0.75 but at least 0.5 shall receive a differential of $4.00 per hour.

10.9.3 Resource nurses who work a minimum of six (6) shifts per four-week work schedule at the request of the Employer, as defined in Article 24 of the parties’ Agreement, shall receive a differential of $4.00 per hour. Resource nurses in the Float Pool shall not be eligible for any of the differentials set forth in Sections 24.3.1 through 24.3.3.

10.9.4 Employees in a job sharing arrangement do not qualify for any of the differentials herein.

10.9.5 Float Pool nurses who are hired into a specialty cluster will be oriented within a 120-day period to all units required to receive payment of the hourly differentials described above, unless patient and/or co-worker safety on a unit requires an extension of this period up to a maximum of sixty (60) days.

Float Pool nurses who have not yet satisfied the eligibility criteria for one of the specialty clusters, but who have been assigned to the Float Pool, shall receive a differential of $2.00 per hour.

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 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.

10.10.1 Bonus payment. The bilingual proficiency bonus will be paid in pay period twenty-four (24). To receive the bonus, employees must be on the payroll at least thirty (30) days prior to the commencement of pay period twenty-four (24) and have submitted verification of passing the bilingual proficiency exam to their manager prior to close of the applicable pay period.
The effective date of the certificate will determine the year in which the bonus will
be paid (i.e., if the effective date is after the commencement of pay period
twenty-four (24), the bonus will be paid the following year). Only one bilingual
proficiency exam confirmation will be compensated per RN employed at .5 FTE
and above.

10.10.2 Bi-lingual differential. The Employer shall pay a differential of five percent (5%) of the straight rate of pay to any employee who meets the following criteria:

a. The employee is not employed by the Department.
b. The Employer regularly assigns the employee to communicate with the Employer’s customers (patients, faculty, and/or staff) in a recognized and approved language other than the English language for a minimum of four (4) hours a week.
c. The Employer has determined that proficiency in the specified language is an essential element of the job as set forth in the employee’s job description.
d. The employee has successfully completed an appropriate language examination confirming his/her bilingual proficiency in English and the specified language.

10.10.3 Single benefit. An employee who is eligible for the bilingual proficiency bonus and the bilingual differential under this section will not be entitled to both benefits, but will be entitled to receive the higher paying benefit.

10.11 Critical Need Incentive. The Employer shall establish a Critical Need Incentive (CNI) to reduce the use of local agency and traveling nurses, and to reward OHSU nurses when covering difficult-to-fill shifts and peaks in census and acuity which have been identified and posted by the Employer.

10.11.1 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. 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 $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, 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
curtained, 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. All regular employees are
eligible to accrue holiday and vacation benefits. Vacation and holiday leave time shall
be accrued on the basis of hours compensated, including hours compensated from an
employee’s vacation and holiday leave or sick leave account. An exception will apply
when an employee elects, pursuant to Section 9.4, to bank hours worked as
compensatory time in lieu of cash payment, in which case vacation and holiday time
shall accrue on the hours worked (rather than hours later compensated from a
compensatory time bank). Vacation and holiday time shall not accrue on on-call hours
or on hours cashed out. Vacation and holiday time shall accrue at the following accrual
rates:
Years of Service | Accrual Rate | Maximum Annual Vacation and Holiday Time Accrued
---|---|---
0 months through 5th year | .0923 hours | 192 hours
After 5th year through 10th year | .1039 hours | 216 hours
After 10th year through 15th year | .1154 hours | 240 hours
After 15th year through 20th year | .1270 hours | 264 hours
After 20th year | .1385 hours | 288 hours

Years of service shall be based on a nurse’s adjusted service date as defined in Section 5.9.

11.2 Rate of Pay. Compensation for use of accrued vacation and holiday time shall be at the employee’s straight rate of pay.

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 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 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 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

12.1 Scheduled Time Off. Except where otherwise provided by law or by a specific provision of this Agreement, vacation and holiday time or compensatory time must be used for all prescheduled time off taken by an employee.

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, 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). The immediate supervisor will review the employee’s record and forward to the CNE an evaluation of the employee’s individual circumstances. The CNE’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. Denials may be appealed in accordance with the expedited grievance process set forth in Section 22.5.

12.3 Return from Educational or Military Service. Should an employee wish to take a vacation within three (3) months of return from educational or military leave
without pay, vacation leave without pay may be granted by the Employer if scheduling
of work permits. The vacation period in this instance may not exceed fifteen (15)
calendar days and any accrued vacation or paid leave time earned prior to the proposed
leave date will be utilized first.

12.4 Cashout of Benefit Time.

12.4.1 Pay upon termination or layoff. All accrued and unused
vacation benefits shall be paid to an employee after six (6) months of service
upon termination of employment or upon layoff as defined in Article 20.

12.4.2 Change in status to resource nurse. Employees who change
their status from a regular position to a resource nurse position shall be paid all
accrued and unused vacation time and compensatory time at the time of the
change of status.

12.4.3 Voluntary cashout. Nurses will be afforded the opportunity to
request cashout of accrued but unused vacation and holiday time (provided they
have an unencumbered vacation accrual balance of 120 hours or more) and/or
compensatory time two times annually as follows: (1) in November for the period
of January through June of the following year, and (2) in May for the following
period of July through December. The cashout election is irrevocable. The
nurse must designate the number of hours he or she wishes to cash out and the
paycheck on which the payment should be reflected. Hours available for cashout
are limited to those that accrue in the period for which cashout is requested. The
hours will be converted to cash at the base pay rate in effect at the time cashout
occurs. Hours cashed out on the payment date will be the lesser of the amount
of vacation and holiday time requested or the amount of vacation and holiday
time remaining unused for the period in question. Nurses are not allowed to
access hours accrued in a prior period to reach the original cashout elected.
Maximum cashout of vacation and holiday time allowed is fifty (50) hours per
occurrence.
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) 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; 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 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

13.1 General Policies and Requirements. Employees are encouraged to utilize vacation time on a scheduled basis for rest and relaxation. Vacation opportunities will be defined on a unit basis, based on employees’ annual allotments (see 13.5.1), and shall be posted annually on the unit and distributed equitably throughout the year. The Employer shall distribute vacation opportunities considering recommendations from the Unit Based Nurse Practice Committees (UBNPCs) for meeting operational needs. There will be a written definition of staffing requirements to meet operational needs posted in each unit.

13.2 Submission of Vacation Requests. Vacation requests must be submitted in 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.
13.3 **Vacation Time During First Six Months of Employment.** Employees whose FTE status is at least 0.4 may use a maximum of sixteen (16) hours of accrued vacation leave during the first six (6) months of service. In the event of shift cancellation or curtailment, however, this maximum shall not apply.

13.4 **In-Block Vacation Requests.** Employees shall submit requests in writing for time off in a “block” process. The blocks are as follows:

- **Block One:** February, March, April and May. Requests must be submitted on or before October 1. The manager will provide a response by October 31.
- **Block Two:** June, July, August and September. Requests must be submitted on or before February 1. The manager will provide a response by February 28.
- **Block Three:** October, November, December and January. Requests must be submitted on or before June 1. The manager will provide a response by June 30.

It is the manager’s responsibility to schedule and obtain coverage for approved in-block and out-of-block vacation requests.

13.5 **Filling of In-Block Requests.** The order of approval for in-block requests for each 4-month period designated in Section 13.4 is as follows:

- **13.5.1 Annual allotment.** First priority for scheduling vacation requests shall be given to employees who have requested time off in amounts that do not exceed their cumulative annual allotment. It is the obligation of the Employer to provide employees with the opportunity to take their annual allotment. Annual allotments are as follows for full-time employees (prorated based on FTE status for part-time employees):

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Annual Allotment</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 months through 5th year</td>
<td>192 hours</td>
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<tr>
<td>After 5th year through 10th year</td>
<td>216 hours</td>
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<tr>
<td>After 10th year through 15th year</td>
<td>240 hours</td>
</tr>
<tr>
<td>After 15th year through 20th year</td>
<td>264 hours</td>
</tr>
<tr>
<td>After 20th year</td>
<td>288 hours</td>
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</table>
13.5.2 Denied in-block. Employees whose in-block request for annual allotment time was denied shall be given the opportunity to select from remaining available vacation time within that block, before requests for time exceeding an employee’s annual allotment are granted.

13.5.3 Extended vacation requests. The next priority for scheduling in-block vacation requests shall be given to employees eligible to make extended vacation requests, which are defined as requests for consecutive vacation time beyond an employee’s annual allotment. To be eligible to make an extended vacation request, an employee must have ten (10) years or greater seniority, and must not have been granted extended vacation in the past three (3) years. Approved extended vacation requests will not prevent other nurses from taking their annual allotment. Extended vacation requests will be granted based on unit operational needs.

13.5.4 Other requests exceeding annual allotment. Employees may be granted additional vacation, in accordance with unit operational needs, as long as it is not in conflict with annual allotment requests. Any such additional vacation that is granted will not be extended from one block to another.

13.5.5 Alternative scheduling. Each work unit or department shall have the opportunity once each calendar year to develop, by consensus of the employees on the unit and the manager, creative methods of vacation scheduling as an alternative to Sections 13.4 – 13.6. For units that have a Unit Based Nurse Practice Committee (UBNPC), the methods will be developed with the participation of the UBNPC. Units that exercise this option will bring their vacation process alternative to the AURN/Management Cooperative Committee for discussion and review.

13.5.6 Remaining available vacation time. Block calendars showing approved vacations and remaining available vacation time shall be posted in each workplace on or before October 31, February 28 and June 30 for the respective blocks.
13.6 Application of Seniority. Employees are encouraged to discuss and resolve vacation request conflicts, and unit managers are encouraged to facilitate such discussions. In-block vacation requests shall be granted on the basis of seniority except as provided in this article. Employees whose annual allotment request has been approved for the end of one block and the beginning of another, however, shall not be displaced by a more senior employee requesting vacation for the next block.

13.6.1 Option superseding seniority. Employees may exercise an option superseding seniority once every other calendar year for requests made during “prime time,” and once every calendar year for requests during “non-prime time.” Employees choosing to exercise this option must so indicate on the leave request form. If it turns out that such an employee did not need to exercise the option to receive the requested time off, the employee will not be deemed to have exercised the option.

13.6.2 Special circumstances requests. An employee may, no more than once every five (5) calendar years, exercise his or her option superseding seniority by requesting vacation time that is needed more than one block in advance but within two (2) years of the request for a special circumstance (e.g., a wedding or graduation). This option will be deemed exercised at the time the vacation is granted. Employees whose request is approved shall not be displaced by an employee subsequently requesting vacation for the same time. Nor may an employee whose request is approved contemporaneously exercise any option under Section 13.6.1 for the same block. Employees who withdraw their special circumstance request prior to the in-block deadline for the affected block will be deemed not to have exercised this option. Upon completion of the vacation, the next five (5) year cycle begins.

13.7 Prime Time. For purposes of this article, “prime time” is defined as follows:

a. March 15 through April 15 (spring);
b. June 15 through September 15 (summer);
c. The fourth (4th) week in November (fall); and
d. December 15 through January 1 (winter).
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 and received at least two (2) weeks prior to the posting of the
affected schedule. The manager shall respond in writing 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. It is the nurse’s responsibility to
obtain coverage for vacation requests after the schedule has been posted. Prior to
obtaining coverage, the nurse must review his/her request with the manager or
designee to determine whether operational needs would be satisfied if the request were
approved. Schedule adjustments resulting from such requests may not lead to
overtime. Upon agreement by the manager, the employee may seek to obtain coverage
either by trading shifts with another nurse or by recruiting a part-time nurse or a
resource nurse to pick up additional shift(s). The manager may also choose to approve
time off without requiring the employee to obtain coverage.

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, 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.

13.11 Encumbered Time. Hours approved for vacation shall be deemed
encumbered, which means that the employee may not otherwise use such hours except
in the event of an FMLA/OFLA qualified absence, shift cancellation or shift curtailment.
13.12 Leave Request Denials. Leave request denials may be grieved using an expedited procedure (see Article 22.5).

ARTICLE 14 - SICK LEAVE

14.1 Sick Leave Credits. All regular employees are eligible to accrue sick 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.

14.2 Utilization of Sick Leave With Pay. 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. 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.

14.2.1 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 make a reasonable effort to find a replacement or to give seven (7) days’ advance notice of the appointment to the immediate supervisor.

14.3 Bereavement Leave. Employees who have earned sick leave credits shall be eligible to use sick leave for a reasonable period of time for absence resulting from the death of a member of the immediate family or member of the employee’s immediate household. 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.
14.4 Sick Leave Without Pay. After earned sick leave has been exhausted, the employee must request and the Employer may grant sick leave without pay.

14.5 Physician or Practitioner Certification of Illness or Injury. Certification of an attending physician or practitioner may be required by the Employer (1) if the employee is absent in excess of three (3) consecutive scheduled days, (2) if the Employer has reasonable grounds to suspect that the employee is abusing sick leave privileges, or (3) to determine whether the employee should be allowed to return to work where the Employer has reason to believe that the employee’s return to work would be a health hazard to either the employee or to others.

14.6 Accrued Sick Leave Credits Following Termination. An employee shall have all of her/his accrued sick leave credits reported to the Public Employees Retirement System for accreditation purposes upon termination of her/his employment with the Employer. Employees who have been separated from service with the Employer for reasons other than retirement or termination for cause and who return to a position (except as a temporary employee) within 90 days of separation shall have unused sick leave credits accrued during previous employment restored.

ARTICLE 15 - LEAVES OF ABSENCE

15.1 Leaves of Absence With Pay. An employee shall be granted a leave of absence without loss of pay or other benefits for the following:

15.1.1 Jury service. The employee may keep any money paid by the court for serving on a jury, and will be deemed to be working the employee’s FTE status for weekday shifts while serving on jury duty. In the event the employee is released from jury duty for a day in which the employee would otherwise be required to work, and where a sufficient period of time would reasonably permit the employee to report for one-half (1/2) or more of the day shift, then the employee must contact his or her supervisor to determine if the employee will be required to report for work.

15.1.2 Court appearance. Appearance before a court, legislative committee or judicial or quasi-judicial body in response to a subpoena or other direction by proper authority for matters relating directly to the employee’s
officially assigned duties. The employee may keep any money paid in connection with the appearance.

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 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.

15.1.5 Appearance before an arbitrator. Appearance before an arbitrator as a witness in an Association grievance for the period in which the employee is providing testimony, provided that a maximum of two (2) employees will be compensated per grievance arbitration.

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 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 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.

15.2.2 Return from leave. The Employer shall make every reasonable effort to reinstate an employee returning from a leave granted pursuant to Section 15.2.1 to her/his former position. If that position is no longer available, the employee will be placed in a resource nurse position on the employee’s former unit. If no such position is vacant on the unit, a resource nurse position shall nevertheless be created for the employee. For job bidding purposes, such employee will be treated as a regular nurse who is permitted to utilize previously accrued seniority for a period of two (2) years following placement. In addition, a designated representative from Human Resources shall, upon request from an employee returning from leave, meet with the employee to review current vacancies and discuss placement options.

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.* An employee may request in writing an extension of such leave in accordance with Sections 15.2.1 and 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 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. 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.

15.2.5 **Military leave.** An employee shall be granted a military leave of absence without pay during a period of service with the United States Uniformed Services as required by federal and state law an employee is not required to use his or her accrued leave benefits during the military leave. No length of service restrictions apply to this policy. Employees returning from military leave will be treated in accordance with federal and state law.

15.2.6 **Peace Corps.** A regular employee joining the Peace Corps or performing Employer-sponsored relief work shall be entitled to a leave of absence without pay for no more than two (2) years. Such employee shall have the right to return to the same or substantially equivalent position of employment at the prevailing salary rate without loss of seniority or other employment rights. Failure of the employee to report within ninety (90) days after termination of her/his service shall be cause for termination.
15.2.7 **Effect of leave without pay.** Leaves without pay in excess of fifteen (15) days (except for FMLA/OFLA leave and military leave) shall result in the adjustment of an employee’s adjusted service date, salary adjustment date and seniority date.

15.3 **Workers’ Compensation.** This article pertains only to employees who have a deferred or compensable work-related injury or illness as determined by the Workers’ Compensation insurance carrier/Third Party Administrator (TPA) or the Workers’ Compensation Board.

15.3.1 **Employee responsibilities.** After sustaining an on-the-job injury or illness or after being involved in an event that may result in an injury or illness, the employee will report to her/his supervisor or designee, complete an electronic report in the Worker and Student Injury Reporting System, and seek medical attention, if indicated.

a. Unless incapacitated by the injury, the employee shall report the injury or illness as soon as possible but no later than the end of the shift on which it has occurred if the employee has any indication or sign of such occurrence. If the injury or illness results in the employee being off work, the employee will contact her/his supervisor and Risk Management.

b. If, following the initial notice described above, the employee thereafter gains knowledge of the need to be off work or the need for transitional work, the employee must contact his/her supervisor and Risk Management within 24 hours after gaining such knowledge.

c. Unless the employee is unable to perform any type of work, he or she will use all available resources to provide written medical certification to his or her supervisor and to Risk Management that clearly identifies detailed work restrictions.

d. The employee will contact his/her supervisor at least once per week to report her/his progress and ability to perform a transitional work schedule or position, unless the employee and supervisor agree to another reporting schedule and provide notice thereof to Risk Management.
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 under this article. In the event of a claimed on the job accident or occupational disease that involves the care of a 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 certification. Certification by the employee’s attending physician that the 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. If the work-related injury or illness prevents the employee from returning to her/his regular employment or other transitional, suitable and available employment by the fourth calendar day subsequent to the injury or illness, the following shall occur:

a. The employee shall be placed on leave without pay until her/his regular employment or other transitional, suitable and available employment is offered, or the employee voluntarily terminates, or three (3) years from the first date of absence subsequent to the injury/illness, whichever occurs first.

b. The employee shall be eligible to receive compensation from the Workers’ Compensation insurance carrier/TPA in accordance with the Oregon state workers’ compensation statute (“the statute”).

c. 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.

15.3.5 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.

a. Regular position. Upon learning from the employee’s attending physician that the employee should be able to assume her/his regular duties, the employee will notify her/his supervisor within two (2) working days. Following official notification by the Employer that the employee has the right to be reinstated to his/her position, the employee has seven (7) days in which to request reinstatement. If the employee requests reinstatement in accordance with the statute and if the employee’s position exists, the employee shall be returned to it any time within three (3) years from the first date of injury or illness, as defined by law. If the employee’s position no longer exists, he/she will be returned to an available and suitable position. The employee shall be deemed to have resigned if the position is not accepted or if the employee fails to report for work in a timely manner following her/his acceptance.

b. Transitional work. Prior to the employee becoming medically stationary, the Employer may make a bona fide offer of transitional modified work suitable to the employee’s capabilities. The employee must accept such an offer within two (2) working days. The employee will be compensated at his/her regular rate of pay for the transitional modified work.

c. Modified position. An employee, upon learning that he or she is medically stationary and should be able to assume a modified position different from the employee’s original position, will notify her/his supervisor within two (2) working days. If such a position is available, the employee will be offered the position and will be given seven (7) days to notify the Employer that s/he accepts. The employee will be reinstated upon acceptance by the employee. The employee will be compensated at the appropriate rate of pay for the modified position. The employee shall be deemed to have resigned if the position is not accepted or if the employee fails to report for work in a timely manner following her/his acceptance.
15.3.7 **Complete disability.** Upon certification by the employee’s attending physician and acceptance by the Workers’ Compensation insurance carrier/TPA that the employee is medically stable but not able to perform any work, the employee shall be-terminated from employment. In accordance with the Oregon statute and the terms of the insurance carrier/TPA, the employee may be eligible for Vocational Rehabilitation. The determination of the qualification for permanent disability and vocational rehabilitation is made by the insurance carrier/TPA.

15.3.8 **Insurance continuation.** 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 and dental insurance by making the necessary monthly premiums for up to one (1) year. Should an injured employee’s leave exceed one (1) year, then the employee may continue her/his health and dental insurance 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:

16.1.1 For employees who hold an FTE status of .7 to 1.0, the Employer will pay 100% of the cost of the OHSU PPO Plan and the ODS Dental Plan for employee only coverage, and 83% (86% effective January 1, 2014) of the cost of these plans for all other tiers including employee and dependents.

16.1.2 For employees who hold an FTE status of .5 to .69, 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 protection. Employees choosing opt-out coverage will receive a cash benefit of $25.00 per pay period.
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 month of October of each plan year for selected and eligible plan adjustments to be effective with the following plan year.

16.2.2 Medical plans. The Employer shall retain current eligibility requirements for represented employees. The OHSU PPO medical plan shall serve as the default plan for employees failing to select medical insurance coverage 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 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.

16.2.6 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 Eligibility. All regular employees with an employment status of .5 FTE or
greater will become eligible for insurance contributions on the first of the month
following the date of hire or obtaining a benefit eligible position. Coverage will be
effective the first of the month following the employee’s 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.

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 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.

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.

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. The Employer shall continue to “pick up” 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.

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

18.1 Definition. Seniority is the total length of continuous service of 0.1 FTE
and greater with the Employer from the date of hire as a nurse in the bargaining unit.
Resource nurses do not accrue 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 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.

In situations a, c, d and e above, 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.

18.3 Seniority List. Quarterly updates of seniority lists will be maintained and distributed to all nursing units/workplaces and to the Association.

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 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) 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

19.1 Posting of Positions. The posting of positions covered by this Agreement will include the following information: work unit, FTE, qualifications for the job, shift length, weekend obligations, call obligations (for units listed in Section 7.6.1),
length of orientation, and where to apply. The posting will also include start and stop
times, including where applicable defined variable start and stop times, provided that
such inclusion shall not prevent the Employer from thereafter making changes in start
and stop times for the position in accordance with this Agreement. For postings that are
in-unit only, however, work unit, qualifications and length of orientation need not be
included. No vacancy shall be permanently filled unless it has been posted for a
minimum of seven (7) calendar days. Moreover, if the posting of a position is
discontinued or materially changed, then the vacancy may not be filled until it is posted
again in accordance with this article.

19.2 Seniority as Deciding Factor. 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. The determination of experience and
qualifications will not be arbitrary or capricious and will be based 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 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 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 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  Filling of Positions Through House Wide Posting.  RN positions which
are available for house-wide recruitment at OHSU shall be posted at least seven (7)
calendar days prior to the application deadline.

19.4.1 House-wide posting requirements. Posting will occur on the
on-line web site.

19.4.2 Interviewing priority. All bargaining unit employees will be
interviewed prior to outside applicants if (1) they have applied within the 7-day
posting period, and (2) they are qualified to perform the essential functions of the
position following the customary orientation period as described in Section 19.5.
To be eligible for such interviewing priority, the employee must provide Human
Resources with a current and updated online application and accompanying
documentation to identify his or her skills, abilities and employment experiences.

19.4.3 Order of filling positions. The order of filling positions 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. An RN who is involved in a disciplinary process may transfer to another unit if the manager of that unit so agrees. Involvement in a disciplinary process under this paragraph shall be defined as (1) being under investigation for possible discipline, (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.

19.7 Follow-up with Employee Applicants. All internal applicants who have interviewed for a position will be notified within fourteen (14) days of the date of the hiring decision. An internal applicant who is qualified for but not granted a position for which he/she has applied shall be granted the opportunity, upon request, to discuss the basis for the decision with the person who made the hiring decision.

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 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.

19.9 Transfer Introductory Period. A nurse who transfers from one unit to another shall serve an introductory period of three (3) months or 240 hours worked, whichever is greater. If, based upon performance, the Employer determines during the transfer introductory period that the nurse should not be continued in the new position, the nurse will be returned to his or her former position or, if that position is no longer available, to a resource nurse position in the employee’s former unit in accordance with Section 15.2.2. In addition, a designated representative from Human Resources shall, upon request from the nurse, meet with the nurse to review current vacancies and discuss placement options. Nothing in this section shall affect the Employer’s right to discipline or discharge for just cause under Section 6.9.

19.10 Limitation on Number of Transfers. A nurse shall be limited to no more than one (1) transfer to another unit/workplace within a twelve (12) month period, except by mutual agreement between the nurse and his/her manager.

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. 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.
ARTICLE 20 - LAYOFF AND RECALL

20.1 Definition of Layoff. Layoff shall be defined as an involuntary separation from employment, an involuntary reduction that changes an employee’s benefit status, or an involuntary aggregate reduction in employees’ FTE status on a unit of .5 FTE or more, for an indefinite period of time.

20.1.1 Employees whose FTE status is reduced without constituting a layoff will be notified of the pending action at least fifteen (15) calendar days before the effective date.

20.2 Layoff Procedure. The Employer retains the right to determine whether a reduction in personnel is necessary, the timing of such reduction, the number of FTEs to be eliminated, and in which units or workplaces such reductions will occur. Subject to this right, the Employer may lay off regular employees within a job classification according to the following procedure:

20.2.1 Notice of layoff. Following its determination of the number of FTEs to be eliminated in each unit or workplace, the Employer shall give written notice to the affected employee(s) and the Association of the pending layoff at least fifteen (15) calendar days before the effective date, stating the reason(s) for the layoff. The Employer may, prior to providing such notice, solicit volunteers for layoff in order of seniority among the affected employees. Regular employees who volunteer shall be eligible for severance pay pursuant to Section 20.7.

20.2.2 Option of employee notified of FTE reduction. An employee notified of an involuntary reduction that changes his or her benefit status may elect to remain in her/his reduced FTE position or follow the layoff procedure.

20.2.3 Order of layoff. The order of layoff within the specific nursing unit(s) shall be (1) temporary employees and contracted agency nurses, (2) volunteers for separation from employment (unless previously solicited pursuant to Section 20.2.1), (3) employees in their trial service period, and (4) regular nurses by inverse order of seniority (including nurses filling interim positions and nurses on leaves of absence. If it is found that two (2) or more employees with the Employer have equal seniority, then the order of layoff shall be determined by
coin toss or an equivalent random process. Employees with a temporary increase in FTE will revert to their previous FTE.

20.2.4 Election to fill vacant position in lieu of layoff or to take severance pay. Regular employees notified of an impending layoff may elect either to fill a vacant position for which they are qualified from among the list of available nursing positions to be provided by Human Resources, or to be laid off without the right to displace/bump any other employee. If an employee wishes to choose the option of severance pay, as set forth in Section 20.7, the employee must make such choice at this time. Employees shall have seven (7) calendar days from receipt of such notice in which to notify Human Resources of their selection. If more than one employee is to be reassigned to a vacancy at the same time, eligible employees shall be able to select a new position from among the vacant positions in order of seniority. Employees who do not elect to fill a vacant position within the same benefit band for which they are qualified shall not be entitled to displace/bump another employee under Section 20.2.5 below in lieu of layoff.

20.2.5 Bumping process. In the event no vacancy exists for which the employee is qualified, the employee may choose to be laid off or displace/bump a less senior employee in lieu of layoff. The process for bumping shall be as follows:

a. The Employer will assemble a list of nurses by unit/workplace who have chosen to exercise their right to bump in lieu of layoff.

b. Working from the bottom of the bargaining unit seniority list, bumpable positions equal to the number of nurses listed above will be identified. The least senior nurses with the Employer will be placed on the bump list regardless of FTE or shift. The list of bumpable positions will contain a sufficient number of positions to allow all displaced benefited employees to bump into a benefited employee position.

c. If multiple employees are laid off, the bumping will occur in order of seniority. The most senior displaced employee whose turn it is to bump shall choose from among the available bumpable positions for which the
bumping employee is qualified. The bumping process shall continue in this manner until all employees eligible to bump have exercised their right to bump. The right to bump shall extend only to the positions appearing on the list in subparagraph (b) above.

20.2.6 Qualified. For purposes of this article, an employee is qualified for a position if the employee is either immediately ready to perform the essential functions of the position or is deemed by the Employer as having the skills, ability and background to perform the functions within a period of six (6) weeks. Employees who are not able to perform the essential functions of the position after the six-week orientation period is completed will be placed on the layoff list consistent with the provisions of Sections 20.3 and 20.4.

20.2.7 Placement introductory period. Employees who are placed in a new position as a result of the processes described in this Section 20.2 shall serve a placement introductory period of three (3) months or 240 hours worked, whichever is greater. If the employee is not able to perform the essential functions of the position, the employee will be placed on the layoff list consistent with the provisions of Sections 20.3 and 20.4. Nothing in this section or in Section 20.4 shall affect the Employer's right to discipline or discharge for just cause under Section 6.10.

20.3 Recall. Employees involuntarily separated from employment as a result of layoff ("laid off employees") will be placed on a layoff list. Employees shall be recalled to work when positions for which they are qualified are available. Laid off employees will designate and update as appropriate the list of units/workplaces to which they believe they are qualified to be recalled. The order of recall among laid off employees will be by seniority. Laid off employees have preference for the filling of vacancies over all employees other than in-unit regular nurse applicants.

20.4 Layoff Period. Employees may remain on layoff for up to two (2) years and shall not lose previously accrued credit for seniority nor service while on layoff, provided they return from layoff when first recalled. A nurse who accepts a regular or resource nurse position, or who declines a regular position within the same FTE band
from which they were displaced and for which the nurse is qualified, will be removed from the layoff list. Each nurse is allowed one placement from the layoff list. Nurses who are placed in a different position than the position they occupied prior to layoff will serve a placement introductory period described above in Section 20.2.7. If a nurse is deemed unsuitable for the position during this period, then the nurse will be separated from employment with no further access to the layoff list.

20.5 Scheduling of Work for Laid Off Nurses. 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 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.

20.7 Severance Pay. An employee who chooses the option of severance pay and termination of employment will have no further right to placement or recall under this article. The terms of such severance are set forth in Appendix D.

20.8 Insurance Benefits. For employees who are laid off involuntarily and select COBRA continuation coverage but do not choose the severance pay option, the
Employer will cover the cost of such coverage for one (1) month following the date of layoff.

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. 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.

20.9.1 Notice. If the Employer determines that a restructure may be necessary, it will submit a written proposal detailing the contemplated restructure to the Association and to the Unit Based Nurse Practice Committee of the unit(s) affected at least sixty (60) days prior to implementation. The Association and/or the UBNPC may survey potentially impacted employees and may call a meeting with the Employer to present comments and recommendations pertaining to the contemplated restructure.

20.9.2 Bargaining rights and obligations. The Employer shall, upon demand by the Association, bargain the impact of the restructure. The parties’ bargaining rights and obligations shall be as follows: The Employer shall agree to meet on a minimum of three (3) occasions during the allotted 60-day period. At the conclusion of the 60-day period, unless the parties agree otherwise in writing, bargaining over the proposed restructure shall be deemed to be at an impasse and the Employer shall have the right to implement the terms of its last proposal to the Association.

20.9.3 Procedure for affected nurses. Each nurse on the affected unit(s) shall choose a position on the restructured unit or select an alternative vacant position for which he/she must be substantially qualified within the customary orientation guidelines. Positions shall be assigned by seniority based upon stated preference for posted position FTE, shift and hours. Nurses shall be entitled to utilize their full seniority for all purposes associated with the
restructure, regardless of the period of time the nurse has been working on the
particular unit/workplace. Nursing personnel remaining unassigned when all
posted vacant positions are filled for which they are qualified shall be laid off per
Section 20.2.

ARTICLE 21 - STAFF DEVELOPMENT

21.1 Orientation.

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.

21.1.3 When assigned to a 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.

21.2 In-Service Education. The Employer will continue its practice of making
in-service education available to nurses on all shifts on a regular basis. Training for
employees may be conducted both during and outside an employee’s work schedule.
Overtime rules shall apply where the employee’s attendance is required by the Employer and the sessions involve time outside the employee’s work schedule.

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 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 $250.00 ($275.00 effective July 1, 2014) per FTE. 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 **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 group. 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 **Expenditure 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.

21.4.4 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. Educational leave will be
limited to a maximum of sixteen (16) hours per benefited registered nurse per fiscal
year, except that an additional 1,200 educational hours may be devoted to the Employer
granting nurses on a discretionary basis up to sixteen (16) additional hours for
attendance at a professional conference in the area of the nurse’s specialty. These
educational leave hours will be jointly administered by the PNCC and the nursing
education department. Resource nurses who have worked a minimum of 1,040 hours
in the immediately preceding fiscal year shall be eligible to participate in a separate pool
of eight hundred (800) educational hours per fiscal year. Educational leave will be
granted in accordance with operational need, consistent with the provisions in Section
13.1.

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 thousand five hundred dollars ($1,500) will be paid in pay period
twenty-four (24) for such certification.
21.6.1 Eligibility. To receive the bonus, employees must be on the payroll at least thirty (30) days prior to the commencement of pay period twenty-four (24) and have submitted verification of their certification to their manager prior to close of the applicable pay period. The effective date of the certificate will determine the year in which the bonus will be paid (i.e., if the effective date is after the commencement of pay period twenty-four (24), the bonus will be paid the following year). Only one professional certification will be compensated per RN employed at .5 FTE and above.

21.6.2 Reimbursement of certification or recertification fee. Employees will be eligible for the reimbursement of their certification or recertification fee (whether as a result of examination or earned CEUs) if they (1) complete the certification or recertification while employed at OHSU; and (2) provide documentation of certification or recertification. If membership in the certifying nursing organization plus the certification or recertification fee is less than a non-member certification or recertification fee, the Employer may pay the lower amount.

21.6.3 Approved certifications. The Professional Nursing Care Committee (PNCC will be responsible for maintaining a current list of approved certifications. Such list must be submitted by August 1st of each year. Recommendations for additions or deletions to this list will be forwarded to the Chief Nurse Executive for approval.

21.7 Tuition Benefit Program. Registered nurses may participate in OHSU's Employee Tuition Benefit program, in accordance with the terms of that program, with regard to courses not offered at the School of Nursing. Eligibility requirements and benefits will be established by the Office of the Provost. Information regarding these programs will be made available in the Human Resources Department.

21.8 OHSU School of Nursing Classes. In addition to the program described above in Section 21.7, the following tuition benefit will be available to regular nurses who are employed in good standing and apply for classes offered by the OHSU School
of Nursing. Nurses may access a maximum of six (6) credits per quarter under either of the programs described below. Resource nurses are not eligible for this benefit.

21.8.1 RN to BSN benefit. Nurses who apply for this benefit must have been employed for a minimum of six (6) months and must have successfully completed their probationary period. The nurse will pay for 20% of the tuition cost and the Employer will pay the remainder, provided that the nurse will agree at the time of application to repay the Employer’s portion if the nurse does not complete the course, does not receive a passing grade for the course, or voluntarily terminates his/her employment within two (2) years after having completed the BSN course.

21.8.2 Graduate benefit. Nurses who apply for this benefit must have maintained an employment status of .5 FTE or greater for a minimum of two (2) years. Nurses will pay the following percentages of the tuition cost based on the corresponding completed years of service with the Employer:

<table>
<thead>
<tr>
<th>Years</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>2-5 years</td>
<td>35%</td>
</tr>
<tr>
<td>5-10 years</td>
<td>25%</td>
</tr>
<tr>
<td>More than 10 years</td>
<td>15%</td>
</tr>
</tbody>
</table>

The Employer shall pay the remainder of the tuition costs, provided that the nurse shall agree at the time of application to repay the Employer’s portion if the nurse does not complete the course or does not receive a passing grade for the course. This benefit shall be made available up to a maximum amount of $250,000 per fiscal year. This benefit shall not apply to the nurse anesthesia program.

ARTICLE 22 - GRIEVANCE AND ARBITRATION

22.1 General Provisions. The grievance/arbitration procedure provides the means by which disputes or problems between the parties concerning the application, meaning or interpretation of this Agreement are to be resolved. Meetings to discuss a grievance are encouraged at each step of the process in order to resolve problems at the lowest level possible.
22.2 Time Limits. An alleged violation of this Agreement must be presented to the employee’s manager as set forth in Section 22.3 below within thirty (30) days from the time the employee had knowledge, or in the normal course of events should have had knowledge, of the occurrence which created the problem, except as follows:

22.2.1 Disciplinary actions. Disciplinary actions must be grieved within thirty (30) days from the date the employee receives notification of the action.

22.2.2 Demotion, suspension or discharge. A demotion in pay, suspension or discharge must be grieved within fifteen (15) days from the date the employee receives notification of the action. Grievances pertaining to a demotion in pay, suspension or discharge shall be initiated at STEP 2 of the grievance procedure.

Time limits specified in this article must be observed unless extended by mutual agreement of the parties in writing.

22.3 Grievance Procedure.

Prior to formal grievance – nurse and manager. Except in cases of documented discipline, which shall be initiated directly at STEP 1, the employee will first attempt to resolve the problem with the employee’s manager. When the employee brings the matter to the manager’s attention, the employee must identify the matter as a potential grievance. When notified, the manager will schedule a meeting with the employee within ten (10) days of notification. The nurse will be permitted to bring a non-participating witness to the meeting if he or she so desires. The manager will respond in writing within fifteen (15) days following the meeting and the written response will include notification of the employee’s right to share the response with his or her representative, consult with an Association representative and file a grievance within fifteen (15) days. The response shall not violate any provision of this Agreement.

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 “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.

**STEP 2.** If the grievance is not resolved at STEP 1, the employee or the
Association on behalf of the employee shall submit the written grievance and the
response from the division director at STEP 1 to Human Resources. The grievance
must be submitted within fifteen (15) days of the receipt of the response at STEP 1 or of
automatic elevation from STEP 1. The Chief Nurse Executive 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 3.

The parties shall meet and discuss the grievance at each step as described above
unless such meeting is mutually waived. Other meetings may be held by mutual
agreement.

**STEP 3 -- Arbitration.** If the grievance is not resolved at STEP 2, the Association
shall, within fifteen (15) days of the receipt of the response at STEP 2 or of automatic
elevation from STEP 2, notify Human Resources that it wishes to submit the grievance
to arbitration. Either the Association or the Employer may advance a grievance to
arbitration; an individual employee or group of employees may not pursue arbitration
without the Association’s authorization.
a. The parties agree that whenever feasible a pre-arbitration meeting will be held by the parties to attempt to formulate a submission agreement to the arbitrator.

b. Selection of the arbitrator. The stated preference of the parties is to select an impartial arbitrator by mutual agreement. If the parties are unable to reach mutual agreement, then the arbitrator shall be chosen by the parties from an agreed list of arbitrators. Said list will consist of seven (7) names compiled by the parties. The parties shall alternately strike one (1) name each from the list (the first strike being determined by the flip of a coin) and the last name remaining shall be the arbitrator.

The parties agree to replace an agreed upon arbitrator from the list within 30 days after it is discovered that the arbitrator is no longer available. The parties may at any time, by mutual agreement, remove and replace one or more arbitrators from the list.

c. Replacement. Either party may ask for the replacement of an arbitrator from the panel. Such a request shall be in writing. In the event of the need to replace a member of the panel of arbitrators, such replacement shall be made by the parties within fifteen (15) days. If the parties cannot agree upon a successor within the time specified, the successor shall be selected from a list submitted by the Employment Relations Board by a process identical to that of selecting an arbitrator from the panel for a specific grievance: The parties shall alternately strike one (1) name each from the above list (the first strike being determined by a flip of a coin) and the last name remaining shall be the impartial arbitrator.

d. The parties agree that the decision or award of the arbitrator shall be final and binding on each of the parties and that they will abide thereby. The arbitrator shall have no authority to add to, subtract from, or change any of the terms of this Agreement. The arbitrator shall render a decision within thirty (30) days of the arbitration hearing.

e. The arbitrator’s fee and expenses shall be paid by the non-prevailing party. If, in the opinion of the arbitrator, neither party can be considered the non-prevailing party, then such expenses shall be apportioned as in the arbitrator’s judgment is equitable. All other expenses shall be borne
exclusively by the party requiring the service or item for which payment is to be made.

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.

22.5 Denials of Block Vacation Requests. Block vacation request denials may be grieved using an expedited procedure.

22.5.1 Any such grievance must be filed no later than the employee’s first scheduled work day following the passage of five (5) calendar days from the last eligible day for the approval of in-block requests.

22.5.2 The grievance will be filed at STEP 2 with the Chief Nurse Executive or his/her designee, who will respond in writing within seven (7) days of the receipt of the grievance.

22.5.3 If the grievance is not satisfactorily resolved within five (5) days of receipt of the STEP 2 response, the Association shall have five (5) days to advise the Chief Nurse Executive that it wishes to arbitrate the grievance.

22.5.4 The parties shall proceed in accordance with STEP 3 – Arbitration. The arbitrator shall be selected within five (5) days and a hearing will be scheduled at the earliest possible date. The arbitrator will render a decision within ten (10) days of the hearing.
ARTICLE 23 - STRIKES AND LOCKOUTS

It is agreed by the Employer and the Association that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare.

The Employer, therefore, agrees that during the term of this Agreement, the Employer shall not cause or permit any lockout of employees from their work. In the event an employee is unable to perform his or her assigned duties because equipment or facilities are not available due to a strike, work stoppage or slowdown by other employees, such inability to provide work shall not be deemed a lockout.

The Association, therefore, agrees that neither it nor its officers or employees covered by this Agreement will encourage, sanction, cause, support or engage in any strike as defined by ORS 243.650(22), provided, however, that if at the expiration of this Agreement, the Employer and the Association have not reached agreement on a renewal, extension or new agreement, the Association and its officers and employees covered by the Agreement may, subject to the provisions of ORS 243.712, engage in any type of strike activity which is not unlawful.

Upon written notification from the Employer to the Association that certain employees covered by this Agreement are engaging in strike activity in violation of this Article, the Association shall, upon receipt of a mailing list, advise such striking employee(s) in writing (with a copy to the Employer) to return to work immediately. Such notification by the Association shall not constitute an admission that it has caused or counseled such strike activity. The Association’s notification to employees covered by this Agreement shall be made solely at the request of the Employer.

Employees covered by this Agreement who engage in strike activity prohibited by this Article will be subject to disciplinary action for misconduct.

ARTICLE 24 - RESOURCE NURSES

24.1 Position Requirements. To maintain resource nurse status, the nurse must:
a. Work at least 352 hours each fiscal year and at least 24 hours per
four-week work schedule, provided work is available and the
resource nurse is needed. Hours spent completing mandatory
education requirements are not included in these hourly minimums.
Any 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. Nothing in this section shall
be interpreted as a guarantee to resource nurses of a minimum
number of hours or shifts.

b. Work twelve (12) weekend shift
s per fiscal year, provided work is
available and the resource nurse is needed.

c. Work a major holiday each fiscal year, provided work is available
and the resource nurse is needed. 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). 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.

d. Submit the nurse’s availability with the unit scheduler at least two
(2) weeks in advance of the posting of the work schedule, based on
the identified needs of the nurse’s unit. The resource nurse must
give his/her availability for at least the minimum hourly obligation
first to the unit/clinic to which the nurse is assigned.

e. Nurses who are actively engaged in clinical instruction at an
accredited nursing school and who maintain satisfactory job
performance are exempt from the working requirements of this
section.

24.2 13-Week Assignments. Resource nurses may agree to work a thirteen
(13) week assignment, as designated by the Employer, to cover a posted vacancy on a
temporary basis. During such assignment the resource nurse shall be scheduled and curtailed as if he or she were a regular nurse, but the resource nurse will not be afforded any benefits other than those already identified in this article. All resource nurses who agree to work such an assignment will be paid the resource nurse differential for higher number of hours worked, in accordance with the compensation provisions of this article, for the length of the designated assignment.

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 shall also be eligible for the following differential pay:

24.3.1 Resource nurses who work forty (40) hours or more in a pay period will be paid a differential equivalent to three percent (3%) of the nurse’s straight rate of pay for all hours worked in the pay period.

24.3.2 Resource nurses who work fifty (50) hours or more in a pay period will be paid a differential equivalent to five percent (5%) of the nurse’s straight rate of pay for all hours worked in the pay period.

24.3.3 Resource nurses who work sixty (60) hours or more in a pay period will be paid a differential equivalent to seven percent (7%) of the nurse’s straight rate of pay for all hours worked in the pay period.

24.4 Educational Leave and Certification Pay. Resource nurses who have worked a minimum of 1,040 hours in the immediately preceding fiscal year will be eligible for educational leave and certification pay in accordance with the provisions of Sections 21.5 and 21.6, respectively.

24.5 Seniority. Resource nurses do not accrue seniority, but they shall have previously accrued seniority restored should they return to a position of 0.1 FTE or greater without a break in service.

24.6 Cancelled Shifts. In the event that the Employer cancels a shift in accordance with Section 7.12.2, the canceled shift will count toward the resource
nurse’s minimum obligations as identified in Section 24.1 above.

24.7 Scheduling. Resource nurses who are assigned to a shift are subject to the same attendance expectations that apply to regular nurses. Once a resource nurse is scheduled by the Employer, the nurse will be obligated to work that shift and may not be displaced by an FTE nurse giving availability after the schedule is posted. The Employer shall make a reasonable effort to release pre-scheduled resource nurses from their work obligation greater than two (2) hours before the shift, if it appears no work will be available.

24.8 Filling of Positions. Resource nurse positions will be posted according to the specific scheduling needs of the unit. Preference among interested and qualified applicants for resource nurse positions will be awarded on the basis of their length of service on the unit. Resource nurses may request a review of the assigned FTE positions in a unit based on their hours worked during the previous four (4) month period. If the director, in consultation with the UBNPC, determines that an increase in FTE within the unit is warranted, a position shall be posted. Hours worked in relief for vacation, sick leave or leave of absence of another nurse will not be considered a basis for an adjustment in unit FTEs.

24.9 Failure to Meet Position Requirements. Should a resource nurse fail to meet the minimum work obligations as identified in Section 24.1 above, taking into account Section 24.11 below, in any fiscal year, the nurse will be deemed to have voluntarily resigned and will be removed from the Employer resource roster. The minimum obligations shall be prorated during the fiscal year for new hires or for regular nurses moving into a resource nurse position.

24.10 Interim Positions. Resource nurses will be given the opportunity to apply to work or job share hours for the entire period associated with interim positions which remain unfilled after house-wide posting. A resource nurse transferring to an interim position will be compensated at an appropriate hourly rate of pay with benefits, will accrue seniority, and will be entitled to access the preferential hire list pursuant to Article 19 at the conclusion of working in such a position. The nurse may also opt to continue as a resource nurse while assigned to an interim position for all purposes.
(including compensation), except that the nurse will be treated the same as a regular nurse for the purpose of curtailment or cancellation.

24.11 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.

ARTICLE 25 - TRANSPORTATION AND PARKING

25.1 Parking Rates. The Association shall be provided with the opportunity to participate in the determination of any parking rate changes. The Association will be afforded the opportunity to offer suggestions, make recommendations and introduce any data deemed appropriate. Bi-annually, the Association may request parking data including the distribution of parking permits according to the following employee categories:

ONA
AFSCME
Physician
Medical Students
Nursing Students
Dental Students
Unclassified Administrative

To the extent reasonably available, this data will include the cost and applicable shift of such permits issued together with the number of daily parking permits sold for each zone.

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 Executive Leadership Team (“ELT”). The Committee will be responsible for making recommendations to the Employer’s 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 ELT.

25.3 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 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 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.

25.7 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 areas, including patient lots, meters and ambulance zones.

25.9 Evening Shift Employees with Monthly Passes. The Employer will provide contiguous spaces in a central area on campus for all evening shift employees who have monthly parking passes.

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.

25.11 Multiple Day Sales. The TPO will provide the opportunity to purchase in advance parking on multiple days.

25.12 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 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.

25.13 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
first stopping at the parking booth or by calling the TPO.

25.14 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 to accommodate employees, including nurses, who desire to commute by bicycle. The Employer will maintain a cash incentive program for verified bicycle commuting.

ARTICLE 26 - HEALTH AND SAFETY

26.1 Health and Safety Standards. The parties agree to abide by standards of health and safety in accordance with the Oregon Safe Employment Act (ORS Chapter 654).

26.2 Mutual Responsibility. Employees and management personnel should both be aware of safety and health regulations and recognize that they have a mutual responsibility to assist in maintaining good health and safety practices, procedures and regulations. These shall include but not be limited to the following:
   a. Use of mechanical safeguards;
   b. Adherence to known safety work practices;
   c. Proper use of personal protective safety devices and wearing apparel; and
   d. Adherence to provisions applicable under the Occupational Safety and Health Act.

26.3 Safety Protection Devices. Proper safety devices, apparel and equipment shall be provided by the Employer for all employees engaged in work where such items are necessary to meet the requirements of safety compliance laws, regulations and policies. Employees must use such items, where provided.

26.4 Tuberculosis Screening. The Employer shall provide tuberculosis screening at no cost to the employee in accordance with evidence-based guidelines as approved by the Employee Health Medical Director.

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 a representative of the appropriate investigating agency as to the safety of the job or equipment in question. An Association representative or nurse representative may accompany the investigating agency representative and employee(s) during the determination.

26.5.1 Opportunity for other suitable work. Pending the outcome of the process described above, the employee shall be given suitable work elsewhere. The Employer shall use its best efforts to schedule such work on the same days and shift as the employee was originally scheduled. If no suitable work is available, the employee shall be sent home.

26.5.2 Paid/unpaid time lost. Time lost by the employee as a result of any refusal to perform work on the grounds that it is unsafe or might unduly endanger her/his health shall not be paid by the Employer unless the employee’s claim is upheld.

26.6 Exposure to Serious Communicable Disease. If in the conduct of official duties an employee is exposed to a serious communicable disease which would require immunization, testing or treatment, the employee shall be provided immunization against, testing for, or treatment of such communicable disease without cost to the employee.

26.7 Safety Committee. The Employer shall maintain a Safety Committee to make safety policy recommendations, to implement and provide oversight of the Employer’s safety policy, and to assist in the resolution of health and safety problems that are brought to its attention. The bargaining unit will appoint bargaining unit members for positions reserved for the Association on the Safety Committee.

26.8 Drug Free Workplace. The Employer and the Association are committed
to providing a safe work environment for staff, patients, and the public. In order to meet this objective, a policy addressing drug free workplace has been established. A copy of the most current policy will be electronically accessible on the Employer’s Policy Management System.

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 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 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

27.1 Magnet Steering Committee. The primary purpose of this shared governance committee is to identify priorities for improving the work of the magnet mission. The committee is comprised of an equal number of Employer representatives and bargaining unit nurses. Bargaining Unit nurses on the committee shall be selected by the AURN. The committee will continue to report progress to the AURN/Management Cooperative Committee on an as-needed basis, but no less than once per year.
27.2 AURN/Management Cooperative Committee. The mission of this cooperative body is to resolve issues of concern to both parties in a timely manner and to avert grievances. In no event will the committee engage in negotiations or reinterpretation of the contract beyond consulting materials generated during bargaining.

In addition, the Association and the Employer recognize that changes in the health care delivery system have and will continue to occur, while recognizing the common goal of providing safe patient quality care. The parties also recognize that registered nurses have a right and responsibility to participate in decisions affecting delivery of nursing care. Both parties have a mutual interest in developing delivery systems which will provide quality care on a cost efficient basis which recognizes the legal and regulatory accountability of the registered nurse.

27.2.1 It is recognized that a resolution of issues in a timely manner is in the best interests of both parties. Therefore, the introduction of a new issue shall include agreement upon the appropriate time frame for the collection of data and resolution of the issue.

27.2.2 The committee will consist of seven (7) members chosen by AURN and seven (7) members chosen by OHSU. The committee will meet as necessary, but at least monthly. The members will be paid at a straight rate of pay for their participation in the meetings. Management will make reasonable efforts to accommodate the employee’s attendance at these meetings.

27.2.3 Agendas will be developed jointly. The minutes will be written and jointly approved prior to distribution. The Employer will distribute the minutes to the University Health System (UHS) Board and to nursing employees by making them available on the Nursing Portal.

27.2.4 The committee shall maintain its role regarding the removal or transfer of functions outside of the bargaining unit as set forth in Section 6.15.

27.2.5 The Employer shall provide a semi-annual report to the AURN/Management Cooperative Committee, which will review the report and
make recommendations for retention and recruiting strategies and evaluate the
effectiveness of their implementation.

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.

27.3.1 Role of UBNPC. The UBNPC is the foundation for shared
governance at the unit level. Its structure provides for the involvement of the
UBNPC in local decision making by creating an environment that enhances the
flow of information to and feedback from every nurse. Each patient care area
should be represented by a UBNPC, provided that ambulatory care areas, small
nursing units, and non-traditional areas may define “unit” for purposes of this
article only.

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. On an
annual basis and prior to the OHSU budget cycle, 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 will
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. It is the intention of the parties that
managers will actively seek the input and recommendation of staff nurses on all
fiscally based decisions.

27.3.3 Activities.

a. The parties agree to jointly develop an orientation program to clarify
and promote UBNPC activity on the units.

b. Each unit will establish a charter that includes a process for
selecting members who will represent all nursing staff and that
contains parameters for length of membership, rotation of
members, and a decision making process. A staff nurse will serve
as the chair at all UBNPC meetings.

c. Nursing staff members will have access and input to agendas and
decisions. Availability of meeting minutes to all nursing staff is a
requirement. UBNPC meetings will be open to all staff nurse
members. Time and location will be posted.

d. Members will serve as an advisory board on all matters related to
unit based nursing practice matters.

e. Issues which cannot be satisfactorily resolved at the UBNPC level
may be forwarded to the Professional Nursing Care Committee
(PNCC) for processing as provided under Section 27.4.2. The
PNCC will review all such issues of concern and determine if
further action is warranted. The PNCC may forward its review of
the issue(s) together with its recommendation(s) for resolution in
writing to the Chief Nurse Executive. A response from the Chief
Nurse Executive will be provided within thirty (30) days of receipt of the recommendation(s).

27.3.4 Paid time. Each UBNPC member shall be paid for meetings and for relevant work done outside of meeting time that is preapproved by the member’s manager.

27.4 Professional Nursing Care Committee. The Employer recognizes the Professional Nursing Care Committee (PNCC) as a resource to direct care nurses in OHSU’s hospital and clinics on matters related to patient care and professional development.

27.4.1 Employer participation. The PNCC may invite the Chief Nurse Executive or her/his designee to its meetings for the purpose of exchanging information or to provide the Employer with recommendations on pertinent issues that have not found avenues for resolution through the UBNPC’s or nursing councils. The Employer may request special meetings outside the regular PNCC meeting time for further discussions. Meetings requested by the Employer shall be considered duty time.

27.4.2 Interaction with UBNPC’s. Unresolved issues may be elevated to the PNCC for review consistent with the provisions of Section 27.3.3(e). UBNPC’s may also seek advice from the PNCC to assist them in their structures and development. The PNCC, in collaboration with the Coordinating Council, shall develop training for new UBNPC chairs or their designees annually. The training will be paid time for attendees and PNCC members conducting the training.

27.4.3 Interaction with Staffing Committee. The PNCC shall develop a process for selection of staff nurse members to the Staffing Committee consistent with ORS § 441.162. The PNCC shall provide continued oversight of the selection process. A PNCC member shall serve as a liaison to the Staffing Committee.
27.4.4 **Role as advisory committee.** The PNCC shall serve as an advisory committee for appointments of direct care staff to all nursing councils and committees, standing or ad hoc, that relate to nursing service or direct patient care. The Employer shall maintain a current list of councils and committees, including the names, titles and classifications of the members and provide access to the list on the Nursing Portal. The chairs of these councils/committees shall notify the PNCC of all direct care RN vacancies. The PNCC will establish a list of RN candidates from the bargaining unit, from which the Employer may make appointments to new committees or to fill vacancies on existing committees. In addition, the PNCC chair shall serve on the Coordinating Council.

27.4.5 **Education funds and certification list.** The PNCC shall monitor the distribution of staff development funds as described in Section 21.4. It is also responsible for maintaining and updating the national certification listing to inform staff of eligible certifications for the annual certification bonus and reimbursement of costs as described in Section 21.6.

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 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. The Employer will also assign administrative personnel for up to forty (40) hours per year to support the activities of the PNCC.

27.4.7 **Meeting minutes.** The PNCC shall keep minutes and shall provide a copy of minutes to the Chief Nurse Executive within thirty (30) days of their approval by the PNCC. The minutes shall be made available to nurses on the Nursing Portal.
ARTICLE 28 - TERM OF AGREEMENT

This Agreement shall be effective upon signing, and shall remain in full force and effect through March 31, 2017, 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.
Signed this ____ day of December, 2013.

FOR THE ASSOCIATION:

Kathleen D. Cooper, RN, BSN, CCRN
AURN President

Thomas Safikhani, RN, BSN, BS, CCTN
AURN Vice-President

Cheryl Rice, RN
AURN Secretary

Harold C. Fleshman, RN
AURN Treasurer

Susanna Rhodes, RN, BSN
AURN Member at Large

Phyllis A. Lee, RN

Elizabeth McPhee, RN

Kirk A. Constantine

Clarice Gerlach, RN, BSN, BS, CCRN

Nancy Dregin, RN, MSN

Sam Gieryn, JD,
Labor Relations Representative

Courtney Thiel

FOR THE EMPLOYER:

Derek Carissimi, Vice President
Human Resources, OHSU Healthcare

Brandy Benedict, MN, RN
Professional Practice Leader

Pamela A. Brown, RN, PhD, CCRN
Nurse Manager, DCH 8N PICU

Denise Foster, MSN, RN, NE-BC
Director, Emergency Services

Hollie Hemenway, Manager
Employee Relations & Compensation,
Healthcare Human Resources

Jennifer L. Jacoby, RN, MSN, NEA-BC
Vice President/Chief Nursing Officer,
OHSU Healthcare

Tracey Neiditcher RN, MSN, MBA
Nurse Manager, 7A Trauma ICU

Marge Willis, MSN, RN, CCRN
Nurse Manager, 12K Cardiac and Medical ICU

ONA/OHSU Collective Bargaining Agreement 2013-2017
APPENDIX A

SALARY SCHEDULE

The parties agree to the following terms relative to the hourly rates of pay:

A. **Step Advancement.** Step advancement beyond Step 6 in the wage tables set forth below shall occur as follows:

1. Employees will be eligible to advance to **Step 7** following the completion of five (5) or more years of continuous service with the Employer at Step 6, or equivalent previous experience in accordance with Section 8.3.1.

2. Employees will be eligible to advance to **Step 8** following the completion of five (5) or more years of continuous service with the Employer at Step 7, or equivalent previous experience in accordance with Section 8.3.1.

3. Employees will be eligible to advance to **Step 9** following the completion of five (5) or more years of continuous service with the Employer at Step 8, or equivalent previous experience in accordance with Section 8.3.1.

4. Employees will be eligible to advance to **Step 10** following the completion of five (5) or more years of continuous service with the Employer at Step 9, or equivalent previous experience in accordance with Section 8.3.1.

5. Employees will be eligible to advance to **Step 11** following the completion of five (5) or more years of continuous service with the Employer at Step 10.

Time served in resource nurse and academic employment is to be considered in determining an employee's years of service for purposes of step placement. Resource and academic nurses transferring to a regular nurse position will be placed at a step appropriate to their nursing experience utilizing the same set of criteria that are used for the step placement of new employees pursuant to Section 8.3.1.
B. Hourly Rates of Pay.

Effective first full pay period following November 9, 2013 – 2.25% increase:

<table>
<thead>
<tr>
<th>Formal Step</th>
<th>Base Rate</th>
<th>BSN Rate</th>
<th>MSN Rate</th>
<th>Nurse Practitioner</th>
<th>Resource Nurse</th>
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Effective first full pay period following October 1, 2014 – 2.25% increase:

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<th>Resource Nurse</th>
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APPENDIX B

OHSU EMPLOYEE BENEFITS COUNCIL

Section 1. Purpose

The OHSU Employee Benefits Council (hereinafter referred to as the Council) shall, subject to the provisions of Sections 3 and 5 herein:

- Determine the plan design and types of benefits (Medical, Dental, Disability, Life and Health Promotion) to be offered to employees and early retirees, including the coordination of insurance benefits and cash back opportunities;
- Develop and approve rules governing enrollment and eligibility;
- Develop an appeal process for individuals covered by these benefits, including criteria to be used when evaluating such appeals (which shall be the sole dispute resolution process for any individual disputing a claim for benefits or any other decision made by the Council);
- Participate in the development of communication plan(s) designed to provide covered individuals with information concerning their benefit(s);
- Determine what types of health promotion/disease management programs will be offered to employees and dependents;
- Participate in the development of any Requests for Proposals (RFP) and Requests for Information (RFI);
- Make all decisions concerning the selection of facilitators and other resource individuals, who shall report to the Council;
- Be informed on the process leading to the selection of potential providers.

Section 2. Membership

Membership of the Council shall be structured as follows:

Two (2) representatives appointed by the Association, four (4) representatives appointed by American Federation of State, County and Municipal Employees (hereinafter referred to as AFSCME), and six (6) representatives appointed by the Employer.

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,
and the Employer two (2) votes). If the Council is still unable to reach a decision, the
matter(s) in dispute shall be referred to the 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?

Section 4. Meetings
Regular meetings of the Council shall be held at least monthly at times and locations
determined by the Council. Bargaining unit nurses shall receive paid release time for all
Council activities. The Employer agrees to release employees from work duties except
in the case of an emergency. A staff person designated by the Employer will take notes
and distribute them to Council members within 30 days of each meeting. These notes
will be approved by consensus of the Council members at the following meeting.

Section 5. Impact on Collective Bargaining Agreements
The Council has no authority to make decisions or promulgate rules that in any way
conflict with the provisions of the parties’ Agreement.
The Council may make modifications to Sections 1 through 4 of this appendix utilizing
the decision-making process described in Section 3.
APPENDIX C
OFFICIAL GRIEVANCE FORM

GENERAL INFORMATION:
NAME OF GRIEVANT
HOME ADDRESS
HOME PHONE
GRIEVANT'S UNIT, SHIFT, & CLASSIFICATION
EMPLOYER FACILITY
EMPLOYER ADDRESS
GRIEVANCE STEP
PRESENTED TO
TITLE

DATE
NUMBER

FOR OFFICE USE ONLY

STATEMENT OF GRIEVANCE:

BASIS OF GRIEVANCE (including, but not limited to):
☐ VIOLATION OF CONTRACT SECTION(S) AND OTHER SECTIONS THAT MAY APPLY:
☐ VIOLATION OF ESTABLISHED PRACTICE
☐ VIOLATION OF APPLICABLE LAW OR REGULATION
☐ VIOLATION OF RULE
☐ OTHER (SPECIFY):

REMEDY DESIRED:
CHECK, IF APPLICABLE: ☐ TO BE MADE WHOLE.

CHECK, IF APPLICABLE:
☐ I HEREBY AUTHORIZE THE OREGON NURSES ASSOCIATION (ONA) AND ANY OF ITS REPRESENTATIVES TO ACT ON MY BEHALF IN ALL MATTERS PERTAINING TO THIS GRIEVANCE.

LOCAL UNIT REPRESENTATIVE
ONA STAFF LABOR REPRESENTATIVE

(DATE) (GRIEVANT SIGNATURE)

APPENDIX D
SEVERANCE PROGRAM

A. Purpose and Terms. The severance program described herein is designed to provide a one-time benefit to employees for financial support during a period of employment transition. The terms of this program are subject to change upon either party providing written notice that it wishes to modify the terms of the program. The parties will thereafter bargain over the terms of a modified severance program in accordance with ORS 243.698.

B. Eligibility
To be eligible for severance benefits, an employee must be:

- Regularly scheduled to work at least 20 hours per week with a .5 FTE or more;
- Involuntarily terminated in accordance with the provisions of Article 20; and
- Notified by Human Resources of eligibility for severance benefits.

Severance benefits are not available to employees who:

- Are working in a temporary or resource position;
- Are in their trial service period;
- Resign from their employment position; or
- Are given notice of termination for reasons other than position elimination.

C. Conditions

1. Calculation of severance payment. Severance pay will be based on length of continuous service with the Employer and will be calculated using base pay only. For purposes of this paragraph, length of continuous service is defined as continuous, uninterrupted employment with the Employer, except for breaks of service of 90 days or less. Base pay is defined as the regular rate of pay as of the date of notice of layoff excluding overtime, bonuses, shift differential, incentive pay and the value of any employee benefits. If the position being eliminated constitutes only a portion of the employee’s FTE, the severance pay will be based on the affected FTE portion only. Severance will be paid in a lump sum payment and is subject to applicable taxes and other statutory withholdings.

2. Separation agreement. Employees who wish to accept severance benefits will be required to sign a separation agreement prior to remittance of any
severance benefits and to wait for the expiration of any potential revocation window.

The separation agreement will include, but will not be limited to, a waiver and release of
claims against the Employer, an agreement not to solicit the Employer’s employees,
and an agreement to repay a pro-rata amount of severance benefits received if the
employee is rehired by the Employer.

3. **Waiver of other contract rights.** Any employee who accepts
severance benefits in accordance with this program automatically waives all layoff and
placement rights provided for under Article 20 of the Agreement.

D. **Severance Benefits**

1. **Pay.** Employees shall receive four (4) weeks of base pay for less
than 5 years of service, plus one (1) additional week of base pay for each fully
completed year of service beyond 4 years. (For example, an employee who has worked
8 years and 4 months upon termination will receive payment for 8 fully completed years
of service.)

   - The maximum pay benefit under this provision shall be 26 weeks.
   - Severance payments will be eligible for pension contributions.
   - Any payments made for COBRA or other health and welfare benefits will
     not be eligible for pension contributions.

2. **Continuation of benefits.** For employees who timely select
continuation of medical and dental insurance coverage under COBRA, the Employer will
continue to contribute toward the cost of such coverage at the same contribution level
as before for the length of the severance pay period (see chart below).

3. **Outplacement.** Employees may access outplacement services
through the Employee Assistance Program (EAP). The EAP offers, in addition to
phone and web-based services, up to three face-to-face counseling sessions. All
services are available to employees and their dependents for 60 days after
termination of employment.
4. **Cashout.** Affected employees will be cashed out for any unused vacation/holiday leave and compensatory time in accordance with Section 12.4 of the Agreement.

The chart below outlines the severance benefit and COBRA subsidy based on length of service:

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Weeks of Pay</th>
<th>Months of COBRA Subsidy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 5 years</td>
<td>4</td>
<td>1</td>
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<tr>
<td>5 to &lt;6 years</td>
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<td>2</td>
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<td>6 to &lt;7 years</td>
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<td>7 to &lt;8 years</td>
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<td>8 to &lt;9 years</td>
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<td>9 to &lt;10 years</td>
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<td>10 to &lt;11 years</td>
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<td>6</td>
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<tr>
<td>25 to &lt;26 years</td>
<td>25</td>
<td>7</td>
</tr>
<tr>
<td>26 years or more</td>
<td>26</td>
<td>7</td>
</tr>
</tbody>
</table>
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 within the following parameters:

1. The on-call position will be a benefited position that consists of no regularly scheduled hours of work. Scheduled on-call hours shall be 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.

2. 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, Trauma Intensive Care Unit, GI Lab, Angiography, 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.

3. The on-call nurse shall be guaranteed compensation 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 hours of work performed per pay period shall be paid at the straight rate of pay. Neither shift differential nor weekend differential shall be paid for the first 48 hours.
4. Compensation for all hours worked from on-call status greater than 48 hours per pay period 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.

5. 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.

6. Paid time off benefits shall accrue on all hours worked, and on no less than 48 hours per pay period. Paid time off utilization shall be 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: [Signature]    By: [Signature]

Date: 1/15/14    Date: 1/15/14
MEMORANDUM OF UNDERSTANDING #2
On-Call Staffing in Labor & Delivery Unit

The Oregon Nurses Association ("Association") and Oregon Health & Science University ("Employer") hereby agree to the following provisions regarding on-call staffing in the Labor & Delivery Unit. These provisions shall be in effect for the life of the parties’ current Agreement:

1. The Employer may maintain the practice of having nurses sign up for call shifts of their choosing, including one mandatory eight (8) hour call shift per 4-week work schedule. The Employer may, if necessary based on operational need, expand the mandatory call requirement to one twelve (12) hour call shift per 4-week work schedule. Nurses who sign up for a weekend call shift of eight (8) or more hours may have that weekend call shift count toward one of their weekend work obligations during a four-week scheduling period.

2. If the unit manager and the UBNPC at any point jointly determine, based on an assessment of current staffing and patient volume on the unit, that a voluntary on-call system would suffice to meet the unit’s staffing needs, the unit may implement such a system.

3. If either party determines that the call system as set forth herein does not meet the staffing needs of the unit, then that party may so notify the other party and offer to bargain over a new method for meeting those needs, in which case the parties will proceed in accordance with ORS 243.698.

OREGON NURSES ASSOCIATION       OREGON HEALTH & SCIENCE UNIVERSITY

By: [Signature]                      By: [Signature]

Date: 1/15/14                         Date: 1/15/14
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: [Signature]                      By: [Signature]
Date: 1/15/14                       Date: 1/15/14
MEMORANDUM OF UNDERSTANDING #4
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:

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
relocation 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 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:  [Signature]  By:  [Signature]

Date:  1/15/14       Date:  1/15/14

ONA/OHSU Collective Bargaining Agreement 2013-2017
MEMORANDUM OF UNDERSTANDING #5

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.

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. “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. 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 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

By: Condrey Meece

Date: 1/15/14

OREGON HEALTH & SCIENCE UNIVERSITY

By: [Signature]

Date: 1/15/14
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: [Signature]                By: [Signature]

Date: 4/15/14                  Date: 1/15/14
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: [Signature]                      By: [Signature]

Date: 1/15/14                         Date: 1/15/14
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: [Signature]                      By: [Signature]

Date: 1/15/14                       Date: 1/15/14
MEMORANDUM OF UNDERSTANDING #9
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: [Signature]

Date: 1/15/14

By: [Signature]

Date: 1/15/14
MEMORANDUM OF UNDERSTANDING #10

Influenza Vaccine and Masking Policy

The ONA and OHSU agree to the following provisions pertaining to an influenza vaccine program at OHSU:

1. The parties will endeavor to collaborate in educating the workforce about the dangers of influenza and its potential impact on patients, visitors and fellow employees, and to promote an influenza vaccine program. Generally, all healthcare workforce members will be encouraged to get an influenza vaccination unless they have a medical contraindication.

2. Any nurse who declines to get an influenza vaccination will fill out a confidential declination form. Information as to the vaccination status of each nurse will be maintained in a confidential file separate from the nurse’s personnel file and will only be accessed by those with a need to know, including but not limited to Employer reviewers meeting standards set by the Joint Commission and Employer reporters of declination data for governmental surveys. Other than filling out this form, no nurse will be required to divulge the reason for his/her vaccination status to anyone else.

3. Any nurse who declines to get an influenza vaccination will wear a mask within six (6) feet of a patient in patient care areas during the “Masks On” period.

4. The Employer will not count a nurse’s unscheduled absence for flu-like symptoms as an “occurrence” under its attendance policy if each of the following criteria is met:
   a. The absence occurs during the “Masks On” period.
   b. The nurse has flu-like symptoms that are documented in writing by the nurse’s regular physician or nurse practitioner after an examination of the nurse at a scheduled office visit.
   c. The above-referenced documentation is provided to the nurse’s manager no later than the start of the next shift that the nurse works.
   d. The absence does not extend beyond four (4) consecutive calendar days (96 consecutive hours).
e. The nurse has not qualified for this exception on any previous occasion during the same influenza season. Nurses may qualify for this occurrence exception on no more than one occasion each influenza season.

Any documented or additional unscheduled absence for flu-like symptoms will be considered an occurrence and managed in accordance with the Employer's attendance policy.

5. Charge and lead nurses will be expected to respond to Influenza Vaccine and Masking Policy ("Policy") compliance issues as they would any other compliance issue in the course of their job duties.

6. Other than the changes referenced in this memorandum, all other provisions of the Policy will remain in effect. Nothing in this memorandum waives the Association’s right, if any, to negotiate over future changes to the Policy.

7. This memorandum may be modified at any time by mutual agreement. Such modification must be written and specifically reference this memorandum.

OREGON NURSES ASSOCIATION OREGON HEALTH & SCIENCE UNIVERSITY

By: Courtney Mehee By: 

Date: 1/15/14 Date: 1/15/14
MEMORANDUM OF UNDERSTANDING #11
Ambulatory Standards Task Force

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

1. Two (2) nurse representatives designated by the ONA will be appointed to the Ambulatory Standards Task Force.

2. A telephone contact number for employees having issues related to health care access is (503) 494-9500.

3. Every six (6) months a representative of OHSU will report to the AURN/Management Cooperative Committee regarding the status of measures designed to improve health care access and billing processes at OHSU.

4. OHSU, with the ONA’s support and cooperation, will develop a plan designed to promote education of and communication to employees on how to improve their role as informed and responsible health care consumers.

OREGON NURSES ASSOCIATION       OREGON HEALTH & SCIENCE UNIVERSITY

By: [Signature]               By: [Signature]

Date: 1/15/14               Date: 1/15/14
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: [Signature]    By: [Signature]
Date: 1/15/14    Date: 1/15/14
MEMORANDUM OF UNDERSTANDING #13

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 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 breastfeeding in the workplace.

2. Within thirty (30) days following ratification of the Agreement, the Employer will provide directions and assurances to bargaining unit nurses 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 UBNPC will develop and maintain 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. UBNPC’s shall complete this process within six
(6) months, and shall review their methodologies three (3) months after implementation
and quarterly thereafter.

5. 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 for recording missed breaks. Nursing
Administration will support the unit manager to assure such implementation.

6. 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: [Signature]       By: [Signature]
Date: 1/18/19         Date: 1/15/14
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: [Signature]  
Date: 1/15/14

By: [Signature]  
Date: 1/15/14
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: [Signature]     By: [Signature]

Date: 1/15/14        Date: 1/15/14
CONTRACT RECEIPT FORM
(Please fill out neatly and completely.)
Return to Oregon Nurses Association,
18765 SW Boones Ferry Road Ste 200, Tualatin OR 97062-8498
or by Fax 503-293-0013.
Thank you.

Your Name:__________________________________________________________

I certify that I have received a copy of the ONA Collective
Bargaining Agreement with Oregon Health & Science University
December 2, 2013 – March 31, 2017

Signature:___________________________________________________________

Today’s Date:______________

Your Mailing Address____________________________________________________

_______________________________________________________________

_______________________________________________________________

Home Phone: ___________________ Work Phone: ___________________
Email: _____________________________________________________________
Unit: __________________________ Shift: ___________________________
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