#830233

AGREEMENT BETWEEN

6/12/02

Oregon Nurses Association
&
Oregon Health & Science University

October 1, 2001 – September 30, 2004

1,500 Nurses

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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

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.

ARTICLE 2 - SCOPE OF AGREEMENT

2.1 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 its employees and any other person designated by it to act on its behalf.

2.2 The Agreement supersedes all prior Agreements between the Association and the Employer.

ARTICLE 3 - EFFECT OF LAW AND RULES

This Agreement is subject to all applicable existing and future laws of the State of Oregon.

ARTICLE 4 - EMPLOYEE ASSISTANCE PROGRAM

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

ARTICLE 5 - EQUAL EMPLOYMENT OPPORTUNITY & AFFIRMATIVE ACTION

5.1 The provisions of this Agreement shall apply equally to all employees in the bargaining unit without regard to age, race, religion, sex, color, handicap, national origin, political affiliation, or sexual orientation. The Association further agrees that it will cooperate with the Employer's implementation or 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.

5.2 OHSU is committed to providing a harassment free work environment. Any employee who believes s/he is being harassed or discriminated against in violation of the Employer's applicable Administrative Policy may file a complaint with the Affirmative Action Division of the OHSU Department of Human Resources. The Affirmative Action staff shall utilize the same investigatory and grievance process that is utilized for filing Affirmative Action and Equal Employment Practice complaints.

5.3 If the complaint is not satisfactorily resolved by this process, it may be submitted to

the Bureau of Labor and Industries for resolution.

5.4 OHSU is committed to providing a harassment and hostile free working environment for all employees. An employee alleging harassing or hostile type behavior in her/his work environment for a non-protected class may choose to process a complaint through the grievance procedure under the Collective Bargaining Agreement. If the employee is alleging harassing or hostile behavior at his/her immediate supervisory level, the grievance will be filed at Step II.

ARTICLE 6 - REFERENCE TO GENDER

All references to "employees" in this Agreement shall be interpreted to designate both sexes; and wherever the female or male gender is used alone, it shall be interpreted to include female and male employees.

ARTICLE 7 - STRIKES & 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 nor permit any lockout of employees from their work. In the event an employee is unable to perform his assigned duties because equipment or facilities are not available due to a strike, work stoppage or slowdown by any 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 243.652 (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 engage in any type of strike activity which is not unlawful.

Upon notification, confirmed in writing by the Employer to the Association that certain bargaining unit(s) 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 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 notification to employees covered by this Agreement by the Association 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 8 - SAVINGS CLAUSE

Should any article, section or portion of this Agreement be held unlawful and/or unenforceable by a court or board of competent jurisdiction, such invalidation shall apply only to the specific article, section or portion directly specified. Upon the receipt of such a

decision, the parties shall, upon demand, begin negotiations to replace this Agreement's invalidated article, section or portion.

ARTICLE 9 - MANAGEMENT'S 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 by ORS 243.650 to 243.782. These rights of management shall include, but not be limited to, the right 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 10 - ASSOCIATION SECURITY

10.1 Membership/ Fair Share /Contributions to Charitable Organizations. Bargaining unit members who are members of the Association shall either remain members in good standing or make payment in-lieu-of dues to the Association. Bargaining unit members who are not members of the Association shall either become members of the Association or make payment in-lieu-of dues to the Association. Payments in-lieu-of dues shall be equal to 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.

10.2 Deduction for Dues. Upon written request, on the Association form to be available at the Agency, members of the Association may have regular monthly dues deducted from their paychecks. Employees making fair share payments in-lieu-of dues shall have their fair share payments deducted monthly. Bargaining unit members employed subsequent to the execution of this Agreement shall have the appropriate deduction made the first of the month following the first full month of employment.

The amounts to be deducted shall be certified to the Employer by the Administrator for Labor Relations of the Association, and the aggregate deduction shall be remitted monthly, together with an itemized statement, to the Association.

10.3 Notification to Prospective Employees. Prior to appointing an individual to a position in a bargaining unit which is covered by a Fair Share Agreement provision, the Employer shall advise the individual of the existence of the Fair Share Agreement

and an employee's obligation under it. The person(s) being appointed shall acknowledge their understanding in writing. Upon request, the Association may inspect such acknowledgment(s).

10.4 Indemnification. The Association shall indemnify and save 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 11 - ASSOCIATION PRIVILEGES & LIMITATIONS

11.1 Lists. The Employer shall furnish to the Association, on a monthly basis, a current alphabetical listing of the names, home addresses when easily obtainable on a computer, 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.

11.2 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. OPC lounge
c. University Hospital South, first floor opposite designated staff elevators
d. University Hospital South, third floor, east-west hallway leading to Education Resource Center
e. Doernbecher Children's Hospital

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 Director of Labor Relations or his representative prior to its posting. No demeaning or derogatory material may be posted.

11.3 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 Director of Labor and Employee Relations or designee, or the Associate Hospital Director 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.

11.4 Notices to New Employees. The Employer will notify each newly employed member

of the bargaining unit of representation by the Association. 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 a reasonable time during initial employee orientation for explanation of ONA benefits and bargaining representative matters.

11.5 Nurse Representatives.

a. The Association may appoint up to ten (10) Nurse Representatives. The Association shall notify the Director of Labor Relations of the names of the Nurse Representatives and their successors.

b. The Employer shall provide nine hundred sixty (960) paid release hours annually, July through June, for the purposes described in this article. No more than eight (8) hours per week may be used by any given Nurse Representative.

c. The Nurse Representative shall notify her/his supervisor prior to performing permitted Nurse Representative duties. If the permitted activity would interfere with the work of the Nurse Representative or other employees, the responsible supervisor(s) shall arrange in a timely fashion for a mutually satisfactory time to perform the requested activity.

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

11.6 AURN Hot Line. The Employer shall provide a campus telephone number for the use of the AURN. Effective October 1, 2001, the AURN shall assume the cost of the dedicated telephone line and message center called the AURN Hot Line.

11.7 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 communications 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 OHSU News and Publications 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. OHSU News and Publications 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 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 one (1) page 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.

ARTICLE 12 - NEGOTIATING TEAM

There shall be a maximum of four (4) paid employees as members of the negotiating team with the Employer assuming no overtime obligations as a result of employee's attendance at such meetings. 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 as observers. Consultants may be employed by either party.

ARTICLE 13 - WORK SCHEDULES

13.1 Each department's Unit Base Nursing Practice Committee will be permitted the opportunity to provide recommendations in the development and implementation of the 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. The minimum number of staff needed to cover a department;

e. The mechanism used by staff for trading shifts after the schedule is posted; and

f. Staffing options which may decrease the number of weekend shifts staff would need to work.

13.2 Work shall be assigned in the following order:

a. Employees fulfilling FTE requirements (including interim and temporary positions filled by a Resource Nurse) filling posted positions
b. Temporary
c. Laid off nurse (Article 43.7)
d. Resource Nurse meeting minimum shift obligation
e. Regular Other
f. Resource Nurse working additional shift
g. Regular Other working a critical need incentive shift
h. Overtime/Double Back (not part of FTE requirement)

13.3 Scheduling of Work. 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).

13.4 Traveler or Agency RN. In the unusual event a traveler or agency RN is hired to fill a posted temporary or interim staffing need, that qualified Resource Nurses have not chosen to fill, the order of work shall be altered. Such nurses shall immediately follow FTE nurses as noted in Section 13.2a above.

13.5 Work Period. The standard work schedule for a full-time employee is made up of shifts totaling forty (40) hours in an established time of seven (7) consecutive twenty-four (24) hour periods. Variations of work schedules totaling eight (8) hours in a day and eighty (80) hours in an established time of fourteen (14) consecutive twenty-four (24) hour periods may also be adopted.

13.6 Workday.

a. Scheduled shifts consisting of between four (4) and ten (10) consecutive hours of work, except for interruptions for meal periods, shall constitute a workday when the employee is working a standard work schedule. 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 reduction. Employees currently working eight (8) or more hour shifts will not be involuntarily changed to less than eight (8) hours per day. Nor will they be involuntarily scheduled to work more than five (5) days per seven (7) day work week. Any additional irregular workdays will be adopted only upon agreement, in writing, of affected employees and the Association.

b. When an employee works an extended work period of fourteen (14) days, the workday shall be eight (8) hours.

13.7 Meal Periods. Employees shall be granted a non-duty meal period of one-half (½) hour during each workday. Employees required to be on duty during a meal period will be compensated.

13.8 Rest Periods.

a. 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. If rest periods are missed due to operating requirements, arrangements will be made to provide rest periods at alternative times, including combining rest periods with meal periods or leaving prior to the end of shift.

b. When 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.

13.9 Rotation of shifts will not occur on any unit.

13.10 Except on a voluntary basis, nurses will not be required to rotate shifts. If a

temporary shift change becomes necessary due to the operating requirements of the Employer, the employee will be assigned on:

a. a voluntary basis;
b. inverse order of seniority.

ARTICLE 14 - OVERTIME

14.1 All time for which an employee has worked or utilized accrued vacation time will be used in the calculation of overtime.

14.2 Overtime for employees working a regular workweek is time worked in excess of eight (8) hours per day, or forty (40) hours per week within the employees' basic workweek of seven (7) consecutive twenty-four (24) hour periods. Overtime for employees working an irregular work schedule is time worked in excess of the scheduled hours per day approved by the Director of Human Resources or forty (40) hours within the employee's basic work week; or eight (8) hours in a day and eighty (80) hours in an established time of fourteen (14) consecutive twenty-four (24) hour periods. Time worked beyond regular schedules by employees scheduled for less than eight (8) hours per day or forty (40) hours per week is additional straight time worked rather than overtime until work exceeds eight (8) hours per day or forty (40) hours per week within the employees' basic workweek.

Except for irregular work schedules, employees eligible for overtime compensation who are required to work consecutive hours in excess of eight (8) consecutive hours within a twenty-four (24) hour period shall be compensated at the appropriate rate for hours worked in excess of eight (8) hours per day.

14.3 All eligible employees shall be compensated at the rate of time and one-half (1-1/2) 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 (1-1/2), or to effect a "pyramiding" of overtime, i.e., time and one-half (1-1/2), of time and time and one-half (2-1/2).

14.4 Employees who work over sixteen (16) consecutive hours shall be paid two (2) times their regular hourly straight time rate of pay for each consecutive hour or fraction of in excess of sixteen (16) hours.

14.5 All classifications within the bargaining unit which are currently eligible for overtime shall continue to be eligible for overtime compensation.

14.6 Mandatory Overtime. The Employer has developed staffing procedures and guidelines which minimize the need for nursing personnel to work overtime shifts on a mandatory basis. 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's) 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.

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 cluster scheduling needs and available work monthly.
b. Resource and Regular Other RNs are encouraged to fill holes.
c. Cluster deficiencies are reviewed twice weekly.
d. Centralized Staffing assigns Floats and Float Pool nurses.
e. Solicit volunteers from among those nurses at work.
f. Solicit volunteers from among those nurses at home.
g. Solicit volunteers for overtime assignments.
h. Local Agencies who provide daily coverage are contacted and utilized to prevent mandatory overtime.
i. Overtime is assigned.

ARTICLE 15 - SHIFT CURTAILMENT AND CANCELLATION

15.1 Shift Curtailment.

a. An employee who is scheduled for work and reports to work and there is no work will be paid for a minimum of four (4) hours or one-half (½) of her/his scheduled shift, whichever is greater. The first four (4) or eight (8) hours of a twelve (12) hour shift may be curtailed by mutual agreement. Curtailed FTE hours will count toward the cancellation tally per Section 15.3. This obligation to pay will not apply when interruptions of work are caused by an Act of God. Nothing herein contained is intended to deny the Employer the right to require the employee to work during the period for which she/he is being paid.

b. An employee's shift may be curtailed with a minimum of one (1) hour notice, when workload changes occur after a shift has begun and will be compensated a minimum of four (4) hours per Section (a) above. However, if an employee is curtailed during the last hour of the shift, they remain eligible for Double Back per Article 74. The Employer will not adjust the regular start time(s) of a shift(s) to avoid Double Back eligibility as outlined in Article 74. Employees shall not be curtailed more than once during any given shift.

15.2 Shift Cancellation is defined as a temporary interruption of employment because of lack of work. An employee shall be given notice of cancellation two (2) hours prior to the beginning of the scheduled shift from which he/she is being canceled. The Employer may place the Adult Critical Care employee on-call consistent with the provisions of Article 24.2. The non-Adult Critical Care employee 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.

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.

15.3 Shift curtailments and cancellations shall not exceed forty-eight (48) hours per month nor two hundred eighty-eight (288) hours per fiscal year per employee. Employees' seniority and other fringe benefits shall continue without interruption whether the employee uses leave without pay, vacation, or paid leave for their absence.

15.4 Rotation of Curtailment/Cancellation. The order of employees to be curtailed/canceled shall occur in the following manner:

a. Overtime (over 40 hours or scheduled shift length)/Double Back (not part of FTE requirement)
b. Critical Need Incentive or other work incentive
c. Unsolicited volunteers (must use available accrued time if Resource Nurse is working)
d. Local or daily agency nurses
e. Resource Other or Regular Other who signed up after the schedule was posted. curtailed/canceled by the inverse order of sign up
f. Resource Other who signed up prior to the posting of the schedule
g. Regular Other who signed up prior to the posting of the schedule
h. Resource Nurse working minimum shift obligation
i. Laid off nurse (Article 43.7)
j. Temporary
k. Traveler with a multiple week contract
l. Interim filling posted position
m. Employee holding an FTE status / Double Back which is fulfilling FTE requirements (including interim and temporary positions filled by a Resource Nurse)

Curtailment/cancellation shall occur on a rotational basis, in inverse order of seniority, except where operational needs of the unit may require otherwise, so that an employee laid off one day shall not be laid off again until all others scheduled that shift have been curtailed / canceled for the same number of hours. 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.

ARTICLE 16 - 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 (7 & ½) minutes, at the beginning and end of the shift, to clean-up and to change clothes.

ARTICLE 17 - WEEKEND SCHEDULING

17.1 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 the authorization to work. 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.

17.2 Weekend differentials shall apply as follows:

a. a ten percent (10%) differential shall be paid for the first four (4) weekend shifts worked in a designated four (4) week block;

b. a fifteen percent (15%) differential shall be paid for weekend shifts greater than four (4) worked in the same designated four (4) week block;

c. only changes in posted schedules that are at the request of the Employer and meet requirements in a and/or b.

17.3 Weekend differential will apply to all hours worked from 11:00 p.m. Friday to 11:00 p.m. Sunday.

17.4 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 after in block vacation requests have been approved and operating requirements of the unit have been met. The RN may use paid time or leave without pay. Requests for extra weekend shifts off will be made according to the vacation request time line. Requests received out of block will be honored on a first come first served basis (see Article 56).

ARTICLE 18 - PAYROLL

18.1 The Employer shall maintain an adequate set of employee records. These records shall include the following information:

a. Attendance on official duty;
b. Vacation time earned, used and accrued; and
c. Any other leave with or without pay.

An individual employee, or the employee's official representative, shall be permitted to inspect her/his attendance records.

18.2 RNs will be paid on an hourly, biweekly basis.

18.3 An earnings statement will be distributed for each pay period by payday for that period.

18.4 A written interpretation of payroll information will be provided during orientation and upon RN request.

18.5 Compensatory Time.

a. Overtime, holiday hours worked, holiday accruals, and regular other hours worked may be accrued or paid in cash at the nurse's discretion.

b. Compensatory time may accumulate on overtime, regular other, holiday hours worked, and holiday accruals to a maximum of one hundred and twenty

(120) hours.

18.6 Pay Reports.

a. RNs will be provided a pay report prior to the end of the payroll period, and a clocking transaction report will be provided upon employee request. The Employer agrees to study the possibility of electronically accessible clocking transactions should such technology become available and reasonable.

b. RNs will receive an attendance and accrual record on or before the distribution of bi-weekly pay check.

18.7 Payroll errors made by the Employer involving direct compensation (salary payment) must be corrected within forty-eight (48) hours, not including holidays and weekends.

18.8 Final Paychecks.

a. 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.

b. When an employee voluntarily resigns, the employee shall receive his/her final paycheck on the next regularly scheduled payday.

ARTICLE 19 - SALARY

Salary is in Appendix A and is included as a part of this Agreement.

The Employer agrees to notify the Association of any proposed lump sum bonus or economic reward pursuant to ORS 243.698.

In such case:

a. Article 7 Strikes and Lockouts will be waived.
b. Such mid-term bargaining shall not commence within one hundred eighty (180) days prior to the expiration of the contract.

ARTICLE 20 - WORKERS' COMPENSATION APPLICATIONS

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

20.2 As soon as possible after sustaining an on-the-job injury or illness, the employee will report to her/his supervisor, complete an Occupational Injury Report and seek medical attention, if indicated. If the injury or illness results in the employee being off work, the employee will contact her/his supervisor at least once per week to report her/his progress and ability to perform a modified work schedule or position, unless the employee and supervisor agree to another reporting schedule.

20.3 Physicians Certification. Certification by the employee's attending physician that the physician approves the employee's return to her/his regular employment or other modified suitable and available employment shall be prima facie evidence that the employee should be able to perform such duties. If there is a conflict in the attending physician assigned by the Worker's Compensation insurance carrier/TPA and the employee's physician an independent medical examiner will be assigned, as mutually agreed to by the parties.

20.4 Time Loss. If the work-related injury or illness prevents the employee from returning to her/his regular employment or other modified, 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 modified, 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 become eligible to receive compensation from the Workers' Compensation insurance carrier/TPA in accordance with Oregon law.

c. Salary paid for a period of sick leave resulting from a condition incurred on the job and also covered by Workers' Compensation, shall be equal to the difference between the workers' compensation for lost time and the employee's regular salary rate. To the extent of accrued sick leave prorated charges will be made against such leave. An employee who has exhausted earned sick leave may elect to use accrued vacation and compensatory leave during a period in which workers' compensation is being received.

20.5 Seniority shall accrue while the employee is on leave without pay due to a work-related injury or illness for up to one year.

20.6 Release for Work. Upon certification by the employee's attending physician that the employee should be able to assume her/his regular employment, the employee will notify her/his supervisor within seven (7) work days. 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, they will be returned to a comparable 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.

a. If the employee is released for modified, suitable work, the employee will notify her/his supervisor within seven (7) work days. If work is available, the employee will be offered the work and given five (5) days to notify the Employer that s/he accepts. The employee will be reinstated upon acceptance by the employee. Employee will be compensated at her/his regular rate of pay for temporary work and the appropriate rate of pay for permanent work. The employee shall be deemed to have resigned if the work

is not accepted or if the employee fails to report for work in a timely manner following her/his acceptance.

20.7 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.

20.8 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 compensated for total disability by the Workers' Compensation insurance carrier.

20.9 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 regular rate of pay).

ARTICLE 21 - RETIREMENT

21.1 Eligible employees shall 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. New employees must elect between the two (2) available retirement programs described below prior to their participation. The Employer agrees to send each eligible employee timely notice by certified mail of their need to make such selection. The Employer shall withhold all retirement contributions on behalf of employees failing to make such election until such plan selection is completed. Withheld contributions shall accrue no interest. Employees electing participation in the Public Employees Retirement System (PERS) retirement plan shall be permitted to switch to the University Pension Plan (UPP) retirement program during any open enrollment period. Once made, an employee's election to the UPP retirement program will be irrevocable.

21.2 PERS Option. The Employer shall continue to "pick-up" a six percent (6%) average employee contribution to the Public Employees Retirement Fund for the employee members participating in the Public Employees Retirement System (PERS). Such "pick-up" or payment of the employee member monthly contributions to PERS shall continue for the life of this Agreement.

The full amount of required employee contributions "picked up" or paid by the Employer on behalf of employees pursuant to this Agreement shall be considered as "salary" within the meaning of ORS 237.003(8) for the purposes of computing an employee member's "final average salary" within the meaning of ORS 237.003(12) but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to ORS 237.071. Such "picked up" or paid employee contributions shall be credited to the employee accounts pursuant to ORS 237.071(2) and shall be considered to be employee contributions for the purposes of ORS 237.001 to 237.320.

21.3 UPP Option. The Employer shall "pick up" a six percent (6%) average employee contribution to the University Pension Program for eligible employees participating in the UPP retirement program as also exists within the PERS option noted above. There shall be no duplication of any "pick up" contribution as provided under either retirement option or alternative adjustment as noted in Article 21.4 below.

The selection of the University Pension Plan (UPP) is irrevocable. Once an employee chooses the UPP retirement program s/he shall remain in that retirement program for the duration of his/her employment. Employees shall have the opportunity to make a one-time switch to the UPP during the annual UPP open enrollment period held each November.

21.4 In the event a court of competent and final jurisdiction precludes the Employer from making the six percent (6%) contribution on behalf of the employee, then the Employer agrees to provide a five percent (5%) wage adjustment effective the date the Employer is legally precluded from picking up such employee contribution. This provision is hereby negotiated in the interest of the Employer maintaining comparable wages and benefits within the community.

ARTICLE 22 – CHARGE/LEAD DIFFERENTIAL

Charge/Lead differential shall be defined as an hourly differential for an RN who has been assigned Charge/Lead duties by the Employer for at least four (4) consecutive hours.

Assignments to Charge/Lead nurse vacancies will be made according to this Article.

RNs who are assigned and are performing Charge/Lead duties will receive an additional five percent (5%) of their regular hourly rate for each hour worked. When this special duty condition occurs on a holiday worked or in an overtime period worked, this special duty premium shall be at the rate of time and one-half (1-1/2).

ARTICLE 23 - SHIFT DIFFERENTIAL

23.1 Employees shall be eligible for the evening shift differential for all hours worked from 3:00 p.m. through 10:59 p.m. in inpatient areas and 5:30 p.m. through 10:59 p.m. in outpatient areas.

23.2 Employees shall be eligible for the night shift differential for all hours worked from 11:00 p.m. through 6:59 a.m. in inpatient areas and 11:00 p.m. through 6:59 a.m. in outpatient areas.

23.3 Shift differential shall be applied to hours worked and base rates in computation of payment for overtime.

23.4 The evening shift differential shall be one dollar ten cents ($1.10) per hour. The night shift differential shall be two dollars fifty cents ($2.50) per hour.

23.5 For purposes of determining the application of shift differential compensation, the Employer shall notify the Association and A.U.R.N. 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 that of an outpatient area.

ARTICLE 24 - 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. Each department's on-call standard will be established by the UBNPC and the Department Director/Practice Manager.

Registered Nurses shall take call for patient populations for whom they are qualified to care.

24.1 On-call shall be mandatory for Perioperative Services, Adult Trauma ICU (limited to one (1) twelve hour shift per nurse per scheduling period), PANDA, Case Management, Angiography, Cardiac Cath, and Transplant Coordinators. In the above named units, call shall be assigned on:

a. a voluntary basis;
b. consensus based UBNPC model;
c. inverse order of seniority.

24.2 On-call within Adult Intensive Care Units. In the Adult Intensive Care Units (ICU's) 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 (½) of the length of their shift(s), whichever is greater. This applies to regularly scheduled shift(s) for FTE'd 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. All subsections of this Article are applicable to the Adult Intensive Care Units.

24.3 When an employee, including 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.

24.4 On-call time spent on-call but not called into work shall not be counted as time worked in the computation of overtime compensation or determining the eligibility for double-back pay.

24.5 Nurses meeting the above conditions shall be paid three dollars and twenty cents ($3.20) per hour for total scheduled on-call shift. On-call pay will be in addition to the

appropriate rate of pay for time worked. 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 three dollars and seventy-five cents ($ 3.75) per hour.

24.6 A nurse called to work outside her/his regular shift shall be paid mileage both ways between home and duty station. The provision does not apply to overtime work which is essentially a continuation of a workday nor to those who do not return home before commencing another shift.

24.7 An employee who is called back to work shall be paid a minimum of two hours commencing when the employee actually begins work.

24.8 An employee who is receiving on-call pay and is called back to work shall be paid at a rate of time and one-half (1-1/2) for all hours worked, including the minimum two (2) hours.

24.9 When an employee reports to work during a shift while on-call and is scheduled to work the shift following the on-call shift, the employee may request to go home during the scheduled shift. The Employer agrees to make every reasonable effort to grant the employee's request. When time off is granted, an employee may choose to use compensatory time off or take leave without pay. On-call hours worked will apply in determining the eligibility for double-back pay (Article 74 - Double Back).

24.10 Nurses assigned on-call and required to respond to telephone calls as part of their responsibilities shall be compensated at one and one-half (1-1/2) their regular rate of pay.

a. Time spent shall be reimbursed in tenths (1/10) of an hour.

b. Telephone work will not count as last hours worked for the purposes of determining eligibility for double back pay.

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

24.12 Reasonable efforts will be made to avoid using on-call staff to cover for sick leave replacement.

ARTICLE 25 - PRECEPTOR DIFFERENTIAL

25.1 Preceptor differential shall be paid to an RN who has completed the Division of Nursing Preceptor Education Program and has been selected and assigned by the Department Director/Practice Manager or designee to act as a preceptor for new RN hires, RNs participating in internship programs as a Clinical Teaching Associate for an immersion student or to act as a preceptor to student nurses.

25.2 Preceptor differential shall be defined as an hourly differential of five percent (5%) of the nurse's regular hourly rate for each hour worked as a preceptor.

ARTICLE 26 - STANDBY TIME

A qualified OR Registered Nurse shall be on standby time when she/he is required to be available for work outside her/his normal working hours. The term "available" shall mean waiting in readiness with no previously assigned cases or tasks. An OR Registered Nurse shall be considered qualified if having a minimum of one year OR experience or sooner if mutually agreed to by the Nurse and the Employer.

OR Registered Nurses waiting in readiness shall be provided a room in which they may relax or sleep. The facility shall be on campus, reasonably furnished, and shall include: bed and chair, television, telephone, bathroom and shower, air filter, pager, and study desk with lamp and chair. The facility shall remain locked and available only to the OR Registered Nurse while waiting in readiness.

Unfilled RN standby shifts will be staffed as per Article 24.1 - On-Call.

Compensation for each standby shall be as follows:

a. One hundred dollars ($100.00) per eight (8) hour standby shift.

b. 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.

ARTICLE 27 - POSITION DESCRIPTION & WORK PLANS

27.1 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 assign work consistent with the class specifications.

27.2 Work Plans.

a. The parties recognize that mutually agreed upon work plans are not disciplinary actions. A work plan shall serve as a constructive tool to aid an employee in improving performance.

b. When an employee makes a written request to her/his supervisor for a work plan, or a supervisor initiates a work plan, the supervisor and employee shall mutually develop such a work plan within a reasonable period of time. Each work plan shall delineate job requirements, expectations or objectives requested by either the supervisor or the employee. Nothing contained herein shall compromise the right of the employee during the process of reaching agreement on the work plan to demand a reasonable workload.

c. If, after reasonable discussion with the supervisor, an employee refuses to agree to the work plan, the portions of the work plan that the supervisor and the employee have agreed upon shall become the mutually developed work

plan.

d. 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 on work plan, the employee may initiate and the supervisor and the employee shall mutually develop an adjustment of the work plan to set priorities which allow the employee to carry out the changes necessary.

ARTICLE 28 - PERFORMANCE APPRAISAL

28.1 Each Department Director/Practice 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 Department Director/Practice Manager is not a Registered Nurse, and the department has concerns related to an RN's practice of nursing, then said RN will be evaluated on her/his performance related to the practice of nursing by an RN supervisor in a timely and professional manner. 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. The employee may choose to submit peer evaluation(s) and any written comments for attachment to the performance appraisal. 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.

If there are any changes or recommendations to be made in the performance appraisal after the evaluator has discussed it with the employee, the performance appraisal shall be returned to the evaluator for discussion with the employee before these changes can be made. The employee shall have the opportunity to comment on these changes. The employee shall sign the new 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.

All comments by the employee shall be attached to the performance appraisal and placed in the employee's personnel file.

28.2 Every employee shall receive a performance appraisal at the end of a trial service period, and at least annually thereafter by the employee's eligibility date even if the employee is at the maximum rate for her/his class.

ARTICLE 29 - SALARY ADMINISTRATION

29.1 Salary Increases. Employees shall be eligible for salary increases on the first payroll period following:

a. Completion of the initial twenty-six (26) payroll periods of continuous service;
b. Completion of a trial service following promotion; and
c. Annual periods after (a) or (b) above until the employee has reached the top of the salary range.

Salary increases shall be made upon recommendation of the employee's immediate

supervisor and approval of the Appointing Authority. The Employer shall give written notice to an employee of withholding of a salary increase prior to the eligibility date, including a statement of the reason(s) it is being withheld. If a salary increase is not granted on the eligibility date, the employee's eligibility date is retained no longer then eleven (11) months. If the increase is subsequently granted within eleven (11) months, it shall be effective on the subsequent payroll period and shall not be retroactive.

29.2 Rate of Pay Upon Promotion. An employee who is promoted shall be given an immediate increase to the new salary range, which increase shall be no less than four percent (4%). When given such an increase at the time of promotion, the employee will be eligible for a salary increase the first of the month following six (6) months in the new class.

29.3 Salary on Demotion.

a. When a trial service employee voluntarily demotes to a job classification with a lower salary range, the new rate of pay will be at that step in the new range the employee would have attained had she/he not served in the higher classification. If the employee had an eligibility date for a salary increase in the lower class, it shall be retained if the employee is not at the top of the new salary range.

b. When a regular employee accepts a demotion, the salary rate shall not be changed if within the range of the new classification. At the employee's next eligibility date, the employee shall be eligible for an increase which shall be to an established rate in the range and equal to at least one (1) full step in that range. If the old rate is above the highest step for the new salary range, the rate shall be at the highest step in the lower range.

c. When an employee is demoted for disciplinary reasons, the new rate of pay will be at a step in the lower range set by terms of the disciplinary action.

29.4 Rate of Pay Upon Upward Reclassification. When an employee is non-competitively advanced because of reclassification of her/his position, she/he shall be given an increase in accordance with the provisions of Section 2 above.

29.5. Relevant Education Recognition Differential. A relevant baccalaureate degree is recognized by a four point seven five percent (4.75%) salary adjustment over the base salary. A relevant Master's degree is recognized by a nine point five percent (9.5%) salary adjustment over the base salary. Baccalaureate and Master's degrees in nursing are deemed to be relevant. The relevance of other degrees must be justified. Consideration of relevance will include at least composition of courses, course content, relationship to nursing practice in general, and relationship to specific job responsibilities.

Approval of the educational differential for BSN or 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.

The Nurse Practitioner classification has the Master's level preparation built into the compensation structure.

ARTICLE 30 - TRAVEL & MILEAGE ALLOWANCE

30.1 Mileage. An employee who has been authorized use of a private vehicle for official Employer business shall be reimbursed for mileage in accordance with the OHSU General Travel Policy.

No employee shall be required to operate an Employer vehicle which the employee can show to be unsafe. If an employee is provided an Employer vehicle which is unsafe to drive, she/he shall request another vehicle. If the employee's request for another vehicle is denied, the employee will immediately notify her/his supervisor who shall then decide what steps to take.

30.2 In-state Travel. In-state travel means all travel from a point of origin within Oregon to a point of destination within the State.

a. An employee shall receive a meal allowance for expenses while on in-state travel status only when an employee qualifies for lodging allowance, in accordance with the OHSU General Travel Policy.

Employees assigned to attend a conference or training shall qualify for meal subsistence expense only if the conference or training schedule includes a meal or meals as part of the agenda.

b. Employees shall receive an allowance for lodging only when the traveler would not reasonably be expected to return to her/his residence between work shifts, in accordance with the OHSU General Travel Policy.

The employee's residence is the actual dwelling place of the employee, determined without regard to any other legal or mailing address.

c. Employees may exceed the limitations with prior Employer approval.

30.3 Out-of-State Travel. Out-of-state travel means all travel from a point of origin in Oregon to a point of destination in another state, and return therefrom.

Employees shall be authorized actual lodging expenses supported by a receipt and allowance for meals in accordance with the OHSU General Travel Policy.

30.4 Expenses for Meals. Notwithstanding Section 2a, expenses for meals shall be allowed when:

a. The employee is traveling during a meal period on a commercial or chartered carrier, such as a bus, airline or train and a meal is not provided by the carrier, exclusive of transportation within thirty-five (35) miles of the employee's assigned work site.

b. The employee is responsible for seeing that an individual who is in the care, custody or control of the Employer is fed a commercial meal.

30.5 General Conditions. Travel expenses include subsistence expense charges for meals and lodging, and miscellaneous expense charges for business telephone calls, telegrams, postage, registration fees, taxes on lodging accommodations, and emergency equipment or supply purchases.

Travel expenses do not include personal expenses incurred by the employee such as tips, laundry, cost of hair care, alcoholic beverages, shoe shines, and other personal expenses and shall not be authorized at any time.

Expense accounts are to be submitted not more often than twice a month. If, however, the amount claimed is less than ten dollars ($10.00), submission may be deferred until this amount is exceeded, except that such claims should not be deferred beyond the calendar quarter to which they apply.

When making a claim for travel expenses, the employee must show the inclusive dates of each trip for which reimbursement(s) are claimed and the time of departure and return. Time of departure and return, as used herein, means the time employee starts from or returns to her/his official station or when for economy or for personal reasons, if approved by the Employer, she/he leaves from and returns to her/his residence.

30.6 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.

ARTICLE 31 - PARKING

31.1 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.

31.2 The Association shall appoint a member to represent nurses on the parking committee. The Parking Program Director will designate a resource person in the

parking office to assist RN employees with parking needs.

31.3 Employees who work during the night shift will pay one-tenth (1/10th) of the full rate and be allowed to park through 10:00 a.m. Employees who work during the night shift and are required to continue work into the day shift shall not receive parking tickets if they are parked illegally because they do not have a day time parking permit.

31.4 Employees who normally work either the evening or night shift and are required to return to work during the day shift for mandatory meetings shall be provided temporary parking permits on such occasions at no charge to the nurse.

31.5 The Employer will provide 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 in a lot that assures safe and timely access to the workplace.

31.6 Parking tickets will not be issued during periods of inclement weather.

31.7 A statute of limitations of ninety (90) days will exist for purposes of adjustment of disputed parking fees.

31.8 There will be a designated central campus lot for evening shift with parking available beginning at 1:30 p.m.

31.9 Shuttle service to off-campus lots will operate from 5:00 a.m. through 6:50 p.m. There will be twenty four (24) hour shuttle service as needed.

ARTICLE 32 - CLASS SPECIFICATIONS

Class specifications shall include a class title, a description of the duties and responsibilities of the work. A statement of the necessary minimum qualifications will be included on all position postings.

The Employer will notify AURN/Management Cooperative Committee of any RN position being changed to non-RN position for full discussion as outlined in Article 34 (See Article 75).

ARTICLE 33 - REVIEW OF CLASSIFICATION SERIES

33.1 The Employer's Human Resources Department shall notify the Association of intended classification studies prior to submitting the proposal under Section 2 of this Article.

33.2 Whenever a change in class specifications or a new classification is proposed, it is agreed that the Human Resources Department will submit the proposal to the Association to provide opportunity for its review and comments. Within thirty (30) days of its receipt of the proposal, the Association may meet with the Department and may present arguments and recommendations where there are objections raised on behalf of the represented employees. Any extension of time specified shall

be mutually agreed to in writing.

33.3 The Association may recommend classification studies to be conducted by the Human Resources Department indicating the reasons for the need for such studies.

ARTICLE 34 - RECLASSIFICATION PROCEDURE

34.1 The parties shall use the following procedure to process reclassification requests initiated by an employee or the Association.

a. A completed position description and a written explanation for a proposed reclassification request shall be submitted to the Employer's Human Resources Department.

b. The Employer's Human Resources Department shall conduct a classification audit and review the merits of the request. The Association shall have an opportunity before the thirty (30) day decision date to meet with the Employer's Human Resources Department to present arguments and recommendations where there are objections to the proposed reclassification. Within thirty (30) days after receipt of a reclassification request the Employer's Human Resources Department shall notify the Association of its decision. The parties may extend the time limit by mutual written agreement in those instances where the review process or other extenuating circumstances require additional time for analysis.

c. In instances where the Employer's Human Resources Department denies the request, the employee may appeal the decision within fifteen (15) days to the Agency Head.

d. If approved, the effective date of a reclassification implemented under this Article shall not be later than thirty (30) days from the date of filing the request with the Employer's Human Resources Department.

e. When an employee is non-competitively advanced because of reclassification of her/his position, she/he shall be given an increase in accordance with the provision of Article 29, Salary Administration, Section 2, Rate of Pay Upon Promotion.

f. The Employer's Human Resources Department shall furnish Position Description Forms at the request of the Association.

34.2 When the Employer initiates an upward reclassification of a position, the affected employee shall be notified in writing.

ARTICLE 35 - DOWNWARD RECLASSIFICATION

35.1 The Employer shall notify an incumbent employee and the Association in writing sixty (60) days in advance of a downward reclassification of a position and the specific reasons for the action.

35.2 When an employee is reclassified downward, the employee's rate of pay shall be that of the last salary rate earned in the salary range of the previous classification. It shall remain at that rate until a rate in the salary range of the new classification exceeds it, at which time the employee's salary will be adjusted to that rate and the salary review and eligibility date will be established one (1) year from that date provided the employee is not at the maximum of the salary range to which the employee was reclassified.

ARTICLE 36 - RETURN TO CLASSIFIED SERVICE FROM EXEMPT OR UNCLASSIFIED SERVICE

A regular employee who is appointed to a position in the unclassified or exempt service or a regular employee whose position is placed in the unclassified or exempt service by statute shall, after separation from the unclassified or exempt position, have the right to return to a position with the Employer in the same class as the position last held in the classified service provided that a request is made within thirty (30) days from the date of separation. Should there be no vacant position available, a layoff shall occur. Should the employee who is seeking to return to the classified service have the least service among those in the class, that employee shall be laid off and her/his name shall be placed in order of service on both the Employer layoff list and the reemployment list for the class in which the layoff occurred.

ARTICLE 37 - REINSTATEMENT AFTER SEPARATION

37.1 A former regular or trial service employee who has separated in good standing may be reinstated to a position in her/his former class and division within two (2) years following the date of separation. However, a former employee shall not be reinstated if qualified persons are on layoff from the class and division or organization unit where the vacancy exists.

37.2 Seniority rights accrued by an employee in this Agreement, shall be reinstated if the employee returns to work within ninety (90) days following the date of separation from the Employer.

ARTICLE 38 - PERSONNEL ADMINISTRATION

38.1 Work Performed in a Higher Classification. All employees who are assigned the work of a position of higher classification shall be compensated at an amount equal to the charge differential. Such compensation shall be for all actual hours of work at a higher classification beginning from the first day of the assignment for the full period of the assignment.

Notwithstanding the provisions of this Section, if the higher level duties assigned are part of the basic job description but are performed for a period of more than fifteen (15) consecutive days, such compensation shall be for all actual hours of work at a higher classification beginning from the first day of the assignment for the full period of the assignment.

38.2 Credit for Previous Experience. Employees who are qualified by virtue of previous experience, clinical expertise, or advanced education may be paid above the

beginning rate of pay for the classification at the discretion of the Employer.

38.3 Exit Interview. Nurses terminating employment with the Employer are urged to request and will be granted an exit interview with their supervisor, the Associate Hospital Director, or the Human Resources Department.

ARTICLE 39 - INSPECTION OF RECORDS

39.1 An individual employee may inspect her/his personnel file except confidential reports from previous employers. An employee's official representative, with the permission of the employee, may inspect the employee's personnel file except confidential reports from previous employers. Employees requesting additional copies of materials from their personnel files in the Human Resources Department will be assessed a reasonable copying charge as established by University policy.

39.2 Records pertaining to an individual's qualifications, personnel actions, performance evaluations, commendations, warnings, or other disciplinary matters shall be contained in the personnel file. Excluding major infractions, the Employer may not use any information in any disciplinary action regarding any employee unless that information is included within the personnel file.

39.3 Material reflecting caution, consultation, warning, admonishment or reprimand shall be removed from the personnel file after two (2) years upon written request of the employee provided there have been no incidents of a similar nature in the interim.

ARTICLE 40 - TRIAL SERVICE

40.1 All employees shall serve a trial service period of six (6) months or four hundred and 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, and all employees promoted to a higher classification shall serve a trial service period.

40.2 An employee who is transferred to another position prior to the completion of their trial service period, shall serve the remainder of the six (6) months trial service in the new position or ninety (90) days whichever is greater. Employees serving their trial service shall be precluded from transferring more than once to a position in another unit during such period.

40.3 An employee may be removed during the trial service period if she/he displays an unwillingness or inability to perform the duties of a position satisfactorily; if she/he displays habits or dependability that do not merit her/his continuance in the service or classification; or because of lack of funds or work. Upon removal, the Employer shall forthwith notify in writing the employee removed and the Association of the action and the reason therefore.

An employee serving her/his trial service shall not have the right to grieve her/his trial service removal.

40.4 Effect of Leave Without Pay on Trial Service Period. An employee's trial service

period shall be extended in instances where an employee is on leave without pay status, or where the employee, Department Director/Practice Manager, and the Association should mutually agree to an extension. In instances where an employee is on leave without pay, the trial service period shall be extended by the number of days of the leave without pay.

ARTICLE 41 - FILLING OF POSITIONS

41.1 Seniority. 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.

41.2 Filling of Positions On a Nursing Unit. When an RN position becomes available in a unit/workplace, it shall be posted for seven (7) calendar days for workplace reassignment (unit shuffle). The positions will be offered first to FTE'd employees on the unit, then to the in-patient FTE'd employees who expressed an interest to return to the unit from which they were laid off, or outpatient FTE'd employees who have expressed an interest to return to the area of expertise for which they meet minimum qualifications, then Resource Nurses with previously accrued FTE seniority. Resource Nurses may participate in workplace reassignment after unit FTE'd staff if they have met the minimum requirements for at least one (1) year on the involved unit/workplace (see Article 46.3). Nurses who transfer into a new workplace/unit will not be able to exercise their seniority rights for purposes of bidding on a position in the new workplace/unit for three hundred and sixty-five (365) days from the date of their transfer to that workplace (See Article 46.3).

The most senior workplace employees who apply shall be granted and guaranteed the position and will be moved to the position, in order of seniority, within six (6) months unless the move will have an adverse effect on patient health and safety.

Order of filling positions during unit shuffle:

1. FTE Nurses.
2. Laid Off Nurse (as described above).
3. FTE nurse released to return from an extended unpaid medical leave of absence from that unit.
4. Resource Nurse with FTE Seniority.
5 Resource Nurse meeting minimum required shift obligation for 1 year.

41.3 Filling of Bargaining Unit Positions through a House Wide Posting. RN positions which are available for recruitment at OHSU shall be posted at least seven (7) calendar days prior to and through application deadline.

Posting will occur in the Educational Resource Center (ERC), the telephone job-line, and on the on-line web site. Position postings shall include the following information: work unit, FTE, qualifications for the job, shift length, every other weekend obligations (or less if appropriate), length of orientation, and where to apply.

Order of filling positions during house wide posting:

1. FTE'd Laid Off Nurses
2. FTE'd Nurses returning from an Extended Unpaid Medical Leave of Absence
3. FTE RNs
4. Resource Nurses with FTE Seniority
5. Resource Nurses
6. Interim Nurses on the layoff list
7. Outside applicants

41.4 Internal applicants will be considered first for any open RN position. An 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. When an internal applicant is refused a position applied for, an interview with the person making the hiring decision may be requested, and will be granted, to discuss the decision-making process. Outside applicants may be solicited if no qualified internal applicants have applied by the posting deadline.

41.5 If the operating requirements of a unit require employees to be reassigned from their normal schedule, volunteers will be solicited. If there are no volunteers, the least senior qualified employee will be reassigned.

41.6 When an RN has applied for and has been hired for a position on another unit/workplace, the effective date of transfer will be negotiated between the managers and the nurse. Any nurse who voluntarily transfers to a new unit will not be able to exercise their retained seniority in regard to shift changes, holiday, vacation request, comp time request, filling of positions, etc., for three hundred sixty-five (365) days from the date of the transfer to a new unit.

An RN who is involved in a disciplinary process may transfer to another unit/workplace provided that the Department Directors/Practice Managers and the employee agree. The discipline process will be continued in the new unit/workplace. An RN who is involved in a work plan will complete the work plan, if appropriate, on their new unit/workplace.

41.7 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 Base Nursing Practice Committee membership, special assignment, Charge, etc.

41.8 Interim positions meet short-term, less than one (1) year, workload needs and will be posted in accordance with this Article. RNs in interim positions maintain all benefit and seniority rights, but have no guarantee of a permanent assignment to the position. Upon termination of an interim position, the RN may take a vacant position as outlined in Article 41.3 or elect to be placed on the Layoff/Recall list. The RN may not bump.

41.9 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.

41.10 Recruitment Bonus. 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. The Association will be notified in advance of the offering of any recruitment bonus(es).

ARTICLE 42 - MERGER OF NURSING UNITS

42.1 A merger occurs when two (2) or more existing nursing units are expanded or combined into one or more residual units either geographically or by medical service.

42.2 RN 1

1. Each nurse on the affected unit(s) shall choose a position on the merged, residual or expanded unit or select an alternative vacant position for which they must be substantially qualified within the customary orientation guidelines.

2. Positions shall be assigned by seniority based upon stated preference for posted position FTE, shift and hours.

3. Nursing personnel remaining unassigned when all posted vacant positions are filled for which they are qualified shall be laid off per Article 43.

42.3 If an RN faces a workplace change due to a merger, said RN may utilize seniority for all purposes immediately.

ARTICLE 43 - LAYOFF & RECALL

43.1 A layoff is defined as a separation from the Employer because of shortage of funds or materials, abolishment of a position, or for other involuntary reasons not reflecting discredit on an employee.

43.2 Long-Term/Permanent Layoff. The Employer may layoff full-time and part-time employees within a job classification according to the following procedure:

a. The Employer shall determine the total FTE and classification of positions to be vacated in inverse order of seniority on the unit or workplace. If an RN suffers a permanent decrease of FTE, she/he may elect to remain in her/his reduced FTE position or follow the layoff procedure; and

b. The Employee(s) and the Association shall be given written notice of the pending layoff at least fifteen (15) calendar days before the effective date, stating the reason(s) for the layoff; and

c. Employees with a temporary increase in FTE will revert to their previous FTE; and

d. The layoff will occur in the following order within the specific nursing unit(s):

1) Volunteers
2) Temporary employees as defined by statute (ORS 240.309) and contracted agency nurses
3) Inverse order of seniority (including those whose seniority is on temporary hold such as for transfer or return to employment within 90 days).

e. A regular Employee notified of an impending layoff may elect to fill a vacant position for which they are qualified from among the list of available nursing positions to be provided by the Human Resources Department, or to be laid off without the right to displace/bump any other employee. The employee shall have seven (7) calendar days from receipt of such notice in which to notify the Human Resources Department of their selection. In the event no vacancy exists for which they are qualified, the employee may choose to be laid off, or displace/bump a junior employee in lieu of layoff. Employees electing a vacant position or displacing a junior employee shall be afforded, on a one-time only basis, an orientation of up to six (6) weeks within the new department. Employees unsuccessful with such orientation will be laid off.

f. A list of nurses shall be identified by unit/workplace who have chosen to exercise their right to bump in lieu of layoff. Second, 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.

g. Laid off employees will receive from Human Resources a list of vacant positions and a bump list. Those employees who have chosen to exercise their right to bump must communicate the specific position which they wish to displace/bump in writing to the Human Resources Department within seven (7) calendar days from receipt of the identified bump list. The Employee shall be afforded, on a one-time only basis, an orientation of up to six (6) weeks within the new department. Employees unsuccessful with such orientation will be laid off.

h. An employee may only displace/bump an employee with less seniority in the same job classification appearing on the bump list. The affected employee may in turn only displace an employee appearing in the bump list who has less seniority than the affected employee, provided no vacancy exist for which the employee is qualified. If multiple employees are laid off, the bumping will occur in order of seniority. Units requiring more than six (6) weeks orientation are not exempt from the list of bumpable units.

i. A displaced employee may demote and displace the employee in a lower classification within the bargaining unit with the least seniority provided that placement under this Article has first been exhausted and the retained nurse meets any special qualifications necessary to the position. The employee shall be afforded, on a one-time only basis, an orientation of up to six (6)

weeks within the new department. Employees unsuccessful with such orientation will be laid off. The displaced employee shall then be laid off.

j. Irrespective of whether a laid off employee elects a vacant position pursuant to subsection "e" above, or to displace an employee pursuant to subsection "g" above, or elects to demote to a lower classification within the bargaining unit pursuant to subsection "i" above, such employee shall be afforded only one, six (6) week orientation opportunity as provided in this Article.

43.3 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 the Employer in such a manner as to conserve for the Employer the services of the most qualified Employees.

43.4 Any employee demoted in lieu of layoff may request at that time and shall be paid for all accrued paid leave time at the rate being earned prior to demotion in lieu of layoff.

43.5 Employees shall be recalled to work when positions are available. The employee will designate and update the list of units/workplaces to which they would be willing to be recalled. The order of recall will be by seniority as per Article 41 - Filling of Positions. Quarterly updates of seniority lists will be maintained and be distributed to all nursing units/workplaces and to AURN.

43.6 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 previously laid off who accepts an FTE or Resource Nurse position will be removed from the layoff list.

43.7 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 unit scheduler at least two (2) weeks in advance of the posted work schedule date and be willing to submit to the same employment obligations as required of Resource Nurses as outlined in Article 72. Refusal to work available shifts at the request of the Employer will not affect recall rights. Work will be offered to a laid off nurse on a rotating basis starting with the most senior nurse. Compensation will be equal to that of a Resource RN.

43.8 Rate of Pay on Appointment from Layoff. When an individual is appointed from a layoff list to a position in the same classification in which the person was previously employed, the person 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.

ARTICLE 44 - LEVEL & CONTINUATION OF RIGHTS & BENEFITS

All existing employee's rights and benefits which are mandatory subjects of bargaining shall remain unchanged during the term of this Agreement unless modified by mutual agreement.

ARTICLE 45 - HOLIDAYS

45.1 The following compensable holidays shall be recognized:

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.

45.2 All employees who work at least a set FTE of .10 or greater will earn .0308 hours for each hour paid to a maximum of 64 holiday hours per calendar year. Accrual shall be deposited to the employee's Compensatory Time Off bank. Employees required to have unpaid time due to holiday related closure of the unit and insufficient holiday accruals, shall accrue seniority and other fringe benefits without interruption, consistent with Article 15.3.

45.3 An employee who works on a holiday will be compensated at the rate of time and one-half (1 ½) their regular rate of pay for all such holiday hours worked. The holiday shift is that shift on which at least one-half (½) of the hours worked are on the holiday. Holiday compensation may be accrued or paid in cash at the employee's discretion.

ARTICLE 46 - SENIORITY

46.1 Definition. Seniority is the total length of continuous service of .1 FTE and greater with the Employer (OHSU) from date of hire as an RN. Resource RNs do not accrue seniority.

46.2 Adjustments to length of continuous service will occur for the following:

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 ninety (90) days will retain previously accrued seniority. After ninety (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 three hundred and sixty-five (365) calendar days. If leave without pay is denied by the Department Director/Practice Manager, the RN may use the first three (3) steps of the grievance process except that the written response will be issued within five (5) working days of receipt of the grievance at each step. RNs who return from a leave without pay within three hundred and sixty-five days (365) will retain previously accrued seniority. After three hundred and sixty-five (365) days on leave without pay all seniority will be lost.

c. An RN regaining an FTE of 0.1 or greater following employment in Resource RN status will have previously accrued seniority restored provided that no break in service of greater than ninety (90) days occurs.

d. Permanent 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 (see Article 43 - Layoff & Recall).

e. In situations a, c, and d 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 as per Article 53 - Leave of Absence Without Pay.

46.3 Any nurse who transfers to a new unit or takes a break in employment less than ninety (90) days, will not be able to exercise their retained seniority in regard to shift change, holiday, or vacation requests, comp time, filling of positions, etc., for three hundred sixty five (365) days after returning to work or transferring.

If an RN makes a workplace change due to layoff or job abolishment or merger, said RN may utilize seniority for all purposes immediately.

ARTICLE 47 - VACATIONS

47.1 Accumulation. All Employees who work at least a set FTE of .10 or greater during the month are eligible to accrue vacation benefits. Employees will earn the following vacation time for each hour paid up to the maximums listed below.

a. Vacation leave shall be accumulated as follows:

	ACCRUAL RATE	MAXIMUM ANNUAL VACATION LEAVE ACCRUED
0 months through 5th year	.0615 hours	128 hours
After 5th year through 10th year	.0731 hours	152 hours
After 10th year through 15th year	.0846 hours	176 hours
After 15th year through 20th year	.0962 hours	200 hours
After 20th year	.1077 hours	224 hours

47.2 Rate of Pay. Compensation for use of accrued vacation shall be at the employee's prevailing straight time rate of pay.

47.3 Vacation Time during First Year of Employment.

a. Employees are eligible to use vacation leave after six (6) months of service. A month of service for a part time employee is any month the employee works thirty (32) hours or more. In the event of layoff or termination after six (6) months of service, any unused vacation will be paid to the employee.

b. Employees may use up to sixteen (16) hours of accrued vacation leave

during the first six (6) months of service. In no incidence will this subsection allow cash payment for the vacation accrued during the first six (6) months of service.

c. In the event of temporary layoff, accrued vacation may be used during the first six (6) months of service.

47.4 Return After Separation. Employees who have been separated from and return to a permanent position within two (2) years shall be given credit toward additional vacation credits for service prior to their separations. All time in with the Employer service shall be counted as long as there is not a break in service of more than two (2) years.

47.5 Other Credited Service. Time spent in actual service or on Peace Corps, military, educational, or job-incurred disability leave without pay shall be considered as time with the Employer in determining length of service for earning vacation credits.

47.6 Ceiling. Vacation hours may accumulate to a maximum of three hundred (300) hours.

47.7 Effect of Paid Leave on Vacation Accrual. All paid time off shall be considered time worked.

47.8 Pay Upon Termination. In the event of termination, any unused vacation will be paid to the employee.

47.9 Pay Upon Death In the event of an employee's death, all monies due her/him for accumulated vacation and/or salary shall be paid as provided by law.

ARTICLE 48 - SICK LEAVE

48.1 Sick Leave with Pay except for Temporary Employees. Sick leave with pay for employees shall be determined in the following manner:

a. Eligibility for sick leave with pay. Employees shall be eligible for sick leave with pay immediately upon accrual.

b. Accrual rate of sick leave with pay credits. All Employees who work at least a set FTE of .10 or greater during the month are eligible to accrue sick benefits. All employees will earn .0462 hours for each hour paid to a maximum of ninety-six (96) hours per year of service.

48.2 Utilization of Sick Leave with Pay.

1. Employees who have earned sick leave credits shall be eligible for sick leave for any period of absence from employment 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 attendance upon a member of the immediate family or immediate household where the

employee's presence is required because of illness. Other than in instances involving the Family Medical and Leave Act (FMLA), 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.

2. Employees will make a reasonable effort to give seven (7) days advance notice of non-emergent medical and dental appointments to the immediate supervisor.

3. 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.

4. Definition of immediate family. Employee's parents, spouse, children, brother, sister, grandchild, grandparents, father-in-law, mother-in-law, son-in-law, or daughter-in-law.

48.3 Sick Leave Without Pay. After earned sick leave has been exhausted, the employee must request and the Employer may grant sick leave without pay.

48.4 Physician or Practitioner Certification of Illness or Injury Certification of an attending physician or practitioner may be required by the Employer to support the employee's claim for sick leave, if the employee is absent in excess of seven (7) consecutive days, or if the Employer has reasonable grounds to suspect that the employee is abusing sick leave privileges. The Employer may also require such certificate from the employee 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.

ARTICLE 49 - DRUG FREE WORKPLACE

49.1 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 accessible in each work area.

49.2 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. All changes to this policy will be made by consensus involving all six (6) members of the joint committee. Committee members will be paid at straight time rate of pay for activities related to the committee.

ARTICLE 50 - ELECTION DAYS

On recognized Federal and State election days, the work will be arranged to allow the employees the opportunity to vote.

ARTICLE 51 - PRE-RETIREMENT COUNSELING LEAVE

After reaching earliest retirement age, each employee shall be granted up to three and one-half (3-1/2) days leave with pay to pursue bona fide pre-retirement counseling programs. Employees shall request the use of leave provided in this Article at least five (5) days prior to the intended date of use.

Authorization for use of pre-retirement counseling leave shall not be withheld unless the Appointing Authority determines that the use of such leave will handicap the efficiency of the employee's work unit.

When the dates requested for pre-retirement leave cannot be granted for the above reason, the Employer shall offer the employee a choice from three (3) other sets of dates. The leave herein discussed may be used to investigate and assemble the employee's retirement program, including PERS, Social Security, insurance and other retirement income.

ARTICLE 52 - LEAVE OF ABSENCE WITH PAY

52.1 An employee shall be granted a leave of absence without loss of pay or other benefits for the following:

a. Service with a Jury. The employee may keep any money paid by the court for serving on a jury, and will be deemed to be working an FTE commensurate with their official status for weekday shifts while serving jury duty. In the event the employee is released from jury duty for a day in which they would otherwise be required to work, and where a sufficient period of time would reasonably permit the employee to report for one-half (½) or more of the day shift, then the employee must contact their supervisor to determine if they will be required to report for work.

b. Appearance Before a Court. Appearance before a court, legislative committee or judicial or quasi-judicial body as a witness to a subpoena or other direction by proper authority for matters relating directly with the employee's officially assigned duties shall be considered time worked. The employee may keep any money paid in connection with the appearance.

c. 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.

d. 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 a period not exceeding fifteen (15) calendar days or eleven (11) work days in the training year (October 1 through September 30). 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.

52.2 Appearance before an arbitrator as a witness in an Association grievance will be compensated as Leave With Pay (LWP) for the period in which the employee is providing testimony. A maximum of two (2) employees will be compensated per grievance arbitration.

ARTICLE 53 - LEAVE OF ABSENCE WITHOUT PAY

In instances where the work of an Agency will not be seriously handicapped by the temporary absence of an employee, the employee may be granted a leave of absence without pay or educational leave without pay not to exceed one (1) year. Request for such leave must be in writing and must establish reasonable justification for approval of the request. A period of leave of fifteen (15) days or less shall be treated as leave without pay; and during such period an employee shall not be scheduled for any vacation leave or paid leave time off that has accrued to the employee's credit. Where the leave is to exceed fifteen (15) days, the employee will notify the Employer at the beginning of the leave of the amount and type of paid leave to be used. Except in instances where the Family Medical and Leave Act (FMLA) applies, the employee may choose to: (1) not use any accruals, or (2) use accruals as eligible at current FTE until exhausted. Normally, such leave will not be approved for an employee who is accepting employment outside the Employer. The Employer shall make every reasonable effort to reinstate the employee to her/his former assignment. If an employee returns from LWOP and there is no vacant position for which s/he would be qualified given a customary orientation, s/he may elect to be placed on the layoff list.

Where provisions of the FMLA apply, an employee will be required to use accrued sick leave at the commencement of such leave, and the employee shall be permitted the opportunity to elect to use vacation or compensatory accrued paid leave following the exhaustion of accrued sick leave. This election must be made at the commencement of such leave. An employee electing to use vacation or compensatory accrued paid leave will be required to use such leave at a rate commensurate with their FTE status. However, such employee will be permitted to retain vacation or compensatory accrued paid leave at the employee's discretion up to forty (40) hours while remaining on FMLA leave. The Employer shall reinstate the nurse to her/his former assignment, in accordance with FMLA provisions.

An employee shall be granted leave without pay for the following:

a. Military Leave.

(1) An employee going on voluntary or involuntary military service school training beyond eleven (11) work days shall be entitled to leave without pay during a period of active duty training.

(2) An employee who enlists in the military service shall be entitled to a military leave of absence without pay during an initial enlistment period of service with the Armed Forces of the United States. She/he shall, upon separation from such service under honorable conditions be returned to the former job (unit/shift/FTE), without loss of seniority or employment rights. Employees shall make application for

reinstatement within ninety (90) days and shall report for duty within six (6) months following separation from active duty. Failure to comply may terminate military leave. If it is established that she/he is not physically qualified to perform the duties of her/his former position by reason of such service, she/he shall be reinstated in other work that she/he is able to perform at the nearest appropriate level of pay of her/his former class.

b. Peace Corps. A regular employee joining the Peace Corps shall be entitled to a leave of absence without pay for at least two (2) years. Such employee shall have the right to return to a position in the same class at her/his last held position and 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.

ARTICLE 54 - PARENTAL LEAVE

54.1 Parental Leave. An employee may request and shall be granted parental leave consistent with the provisions of Oregon and federal laws and current case law.

a. Parental leave is leave for the birth of a child or the taking of physical custody of an adopted child under age eighteen (18).

b. Major Provisions:

(1) Any employee who is a parent shall be entitled to take parental leave without being penalized for taking such leave.

(2) An employee returning from parental leave shall be reinstated with no greater or lesser rights in employment than if the employee had not taken the leave.

c. Specific Provisions:

(1) A parent is entitled to take up to twelve (12) consecutive weeks of parental leave or the twelve (12) consecutive weeks can be split between both parents. An additional six (6) days may be taken by the employee in advance or following the birth or adoption. When both parents work for the Employer and both request parental leave, the leave can be concurrent if agreed to by the affected supervisors. If only one (1) parent works for the Employer and the other parent works for another covered employer, a split leave is coordinated between both employers and can be concurrent if both employers agree.

(2) Requests are to follow the normal leave request procedure in the department, although the request must be in writing and include the information on the Parental Leave Request Form.

(3) Requests must be timely, i.e. thirty (30) days in advance of anticipated birth or adoption. Requests must be adjusted to reflect actual date of

birth or custody within seven (7) days of birth or adoption. Parental leave starts on date of birth or adoption.

(4) The period of parental leave shall be without pay unless the employee notifies the Employer of the amount of paid leave to be used each four (4) week period. (The employee must be paid at least fifty percent (50%) of the regular full time hours each month to receive the Employer's health insurance contribution.)

(5) The department shall restore an employee upon termination of parental leave to the employee's former job. "Former job" means the same unit, shift and FTE.

(6) Reinstatement after parental leave shall be without loss of seniority, service credits under the pension plan or any other benefit or right accrued up to the time the parental leave began.

54.2 An employee may request in writing extension of leave under the provision of Article 53 - Leave of Absence Without Pay. The Employer shall make every reasonable effort to reinstate the employee to her/his former job.

54.3 Questions regarding Parental Leave benefits should be directed to the Benefits Office within the Human Resources Department.

ARTICLE 55 - CHILD & DEPENDENT CARE

The Employer shall make available the Federal Dependent Care Assistance Plan to the extent allowable under the law. Refer to Article 61, Section 4, Flexible Spending Account.

ARTICLE 56 - LEAVE ADMINISTRATION

56.1 Vacation Time. Vacation is an earned benefit, and the employer is obligated to provide the employee with the opportunity to take their annual vacation accrual. Vacation opportunities will be defined on a unit basis by calculating the number of vacation and holiday hours the employee can accrue on an annual basis (annual allotment - see Articles 45 and 47.1(a)). Management shall distribute vacation opportunities equitably throughout the year, considering recommendations from the Unit Based Nurse Practice Committee (UBNPC) for meeting operational needs. There will be a written definition of staffing requirements to meet operational needs posted in each unit.

Vacation time is provided so nurses may enjoy a period of rest and relaxation and be better prepared to meet the physical and emotional demands of patient care. For this reason, employees are encouraged to utilize vacation time on a scheduled basis. Employees shall be permitted to choose either a split or entire vacation based on their annual allotment.

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

form must indicate whether or not the employee intends to exercise seniority, if necessary, to receive the requested time. Incomplete or inaccurate forms will be returned to the employee for re-submission.

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.

56.2 Submission and Filling of In-block Vacation Requests.

a. In-block Requests: Employee shall submit requests in writing for time off in a "block" process. The blocks are as follows:

Block One: January, February, March and April. Requests must be submitted on or before September 1. The manager will provide a response by September 30.

Block Two: May, June, July and August. Requests must be submitted on or before January 1. The manager will provide a response by January 31.

Block Three: September, October, November and December. Requests must be submitted on or before May 1. The manager will provide a response by May 31.

b. Filling of Requests. It is the manager's responsibility to schedule and obtain coverage for approved In-block vacations.

(1) First priority for scheduling vacation requests shall be given to employees who have requested time off during the In-block procedure, and who are not exceeding their "annual allotment" (see Article 56.1 for annual allotment definition).

(2) Approval will be granted based on current vacation balance, current compensatory time balance, and/or projected vacation accrual. (See "Extended Vacation Requests" in Article 56.3 for consecutive days of a vacation requests for time off that exceeds the employee's annual allotment.)

(3) 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.

(4) Employees will be granted additional vacation as long as it is not in conflict with annual allotment requests. The employee must have sufficient vacation accruals, current compensatory time balance and/or projected vacation accrual to cover the request. This additional request time will not be extended from one block to another.

(5) The order of approval for In-block requests is as follows:

a. Annual allotment including senior extended.
b. Denied annual In-block.
c. Additional vacation.

(6) In case of conflicts that cannot be settled through staff negotiations, staff may exercise seniority once every other calendar year for requests made during "prime time," and once every calendar year for requests during "non-prime time." Exercising seniority will be conducted by reviewing the designation provided by the RN on the leave request form

(7) "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).

(8) Employees whose annual vacation allotment request has been approved for the end of one block and the beginning of another shall not be displaced by a more senior employee requesting in the next block.

(9) Employees transferring to a nursing unit shall not be able to exercise seniority during their first year on that unit.

(10) Employees who do not have sufficient or projected vacation or comp accruals at the time the schedule containing the time off requested is posted, (excluding accruals used due to any cancellation or curtailment) shall have their vacation adjusted to reflect available accruals after consultation with the nurse.

c. Block calendars showing approved vacations and remaining available vacation time shall be posted in each workplace on or before September 30, January 31, and May 31 for the respective blocks.

56.3 Extended Vacation Requests. Extended vacation requests are defined as requests for consecutive vacation time beyond an employees annual allotment. Extended vacations must be applied for during the In-block request period.

To be eligible to make an extended vacation request you must:

a. Be an employee with ten (10) years or greater seniority.
b. Not have been granted an extended vacation in the past three (3) years.

Approval will be granted based on current vacation balance, current compensatory time balance, and/or projected vacation accrual. 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.

56.4 Out-of-block Request. Requests for time off submitted after block deadlines shall be granted based on available vacation time slots (see "block calendar"), and 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 their annual allotment, thereafter, by seniority.

Employees are responsible for tracking their own vacation accruals and for accurate completion of the time-off request form. The form must indicate whether or not the employee intends to exercise seniority, if necessary, to receive the requested time. Incomplete or inaccurate forms will be returned to the employee for re-submission. 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. It is the manager's responsibility to schedule and obtain coverage for approved out-of-block vacations.

56.5 Requests for Time Off After the Schedule has been Posted. Requests for time off after the schedule has been posted may be granted only if the employee has available vacation balance, current compensatory time balance, and/or projected vacation accrual before the leave time arrives. Prior to obtaining coverage, the nurse will review his/her request with the Department Director/Practice Manager or designee to satisfy operational needs. Schedule adjustments may not lead to overtime. Upon agreement the employee may pursue the following measures to obtain coverage:

a. Trade shifts with another nurse.
b. Recruit a part-time nurse to pick up a regular other shift(s).
c. Recruit a Resource Nurse to pick up additional shift(s).

56.6 Encumbered Time. Once vacation time has been approved, it may not be canceled and those hours (vacation, holiday or compensatory accruals) are encumbered, and may not be cashed out, or used except to cover required cancellation/curtailment.

56.7 Use of Accrued Time Accrued vacation and paid leave time for holidays and overtime worked will not be charged without specific authorization of the employee except when an employee is laid off or terminated, or is necessary to meet FTE requirements to maintain health insurance benefits.

56.8 Loss of Vacation Accrual To avoid losing vacation accumulation, the employee must request vacation leave, or when such leave is impossible, a cash payment of not more than forty (40) hours shall be made. In lieu of cash payment, the Employer may schedule time off in excess of three hundred (300) hours within thirty (30) days prior to the date the vacation leave would reach three hundred (300) hours.

56.9 Voluntary Cash Out Vacation time may be cashed out for those employees who have an unencumbered vacation balance of greater than one-hundred and twenty (120) hours. Voluntary cash out is limited to twice per year, with a limit of forty (40) hours per occurrence.

56.10 Record of Accrued Time. For each pay period, employees shall be furnished a record of vacation, holiday, sick leave, compensatory leave, and overtime accrued and taken. This record will be distributed with or prior to the employee's paycheck.

56.11 Leave Request Denials. Leave request denials may be grieved using an expedited procedure (see Article 68.7).

56.12 Alternative Vacation Scheduling. Each work unit, by consensus of the employees and manager, shall have the opportunity once each calendar year to develop creative methods of vacation scheduling as an alternative to Section 2 above.

ARTICLE 57 - UTILIZATION OF BENEFIT TIME

57.1 The parties agree that an employee's vacation and paid leave time off is an earned benefit to which the employee is entitled. Accrued vacation time and paid leave time will not be utilized except by agreement between the Employer and the employee with the following exceptions:

a. Paid time and vacation time accrued but unused will be paid off upon termination, layoff other than temporary interruption of employment, military leave exceeding thirty (30) calendar days, educational leave exceeding thirty (30) calendar days and any other leave without pay exceeding fifteen (15) calendar days unless the nurse chooses otherwise per Article 53.

b. Employees who change their status from an FTE position to that of Resource Nurse position will have all unused paid leave time and vacation time accrued paid off at the time of the change of status.

57.2 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.

ARTICLE 58 - SICK LEAVE CREDITS UPON TERMINATION

An employee shall have all of her/his accrued sick leave credits reported to the Public Employees Retirement System upon termination of their employment with the Employer.

ARTICLE 59 - RESTORATION OF SICK LEAVE CREDIT

Employees who have been separated from service with the Employer and return to a position (except as a temporary employee) within two (2) years shall have unused sick leave credits accrued during previous employment restored.

ARTICLE 60 - EFFECT OF LEAVE WITHOUT PAY

Time spent on leave without pay in excess of fifteen (15) consecutive calendar days

shall not be considered as service in determining the employee's eligibility date for a salary increase unless such time has been spent on leave resulting from a job incurred disability.

ARTICLE 61 - INSURANCE

61.1 a. Effective January 1, 2002 through December 31, 2003, the Employer shall make available the following flat dollar amount to each eligible participating employee in the bargaining unit:

Full Time (.7 - 1.0)		Part Time (.5 - .69)
$445.00	Employee	$310.00
$445.00	Employee & Children	$310.00
$445.00	Employee & Spouse	$335.00
$445.00	Employee & Family	$345.00
$415.00	Opt Out	$280.00

b. The Employer agrees to open enrollment between December 17, 2001 and December 21, 2001 for employees in the bargaining unit. Open enrollment shall normally be the month of October.

c. Effective January 1, 2003 through December 31, 2003, the Employer shall make available the following flat dollar amount to each eligible participating employee in the bargaining unit.

Full Time (.7 - 1.0)		Part Time (.5 - .69)
$475.00	Employee	$330.00
$475.00	Employee & Children	$330.00
$475.00	Employee & Spouse	$335.00
$475.00	Employee & Family	$345.00
$415.00	Opt Out	$280.00

d. Effective January 1, 2004 through December 31, 2004, the Employer shall make available the following flat dollar amount to each eligible participating employee in the bargaining unit.

Full Time (.7 – 1.0)		Part Time (.5 - .69)
$505.00	Employee	$350.00
$505.00	Employee & Children	$350.00
$505.00	Employee & Spouse	$350.00
$505.00	Employee & Family	$350.00
$415.00	Opt Out	$280.00

61.2 The Employer and the Association have adopted an Insurance Benefit Plan Design Agreement attached hereto and incorporated into this Agreement as Appendix "B," setting forth the level of Medical, Dental, Life, Accidental Death & Dismemberment, Disability, and Dependent Care Flexible Spending Account benefits to be provided under the terms of this Agreement, as well as establishing an OHSU Employee Benefits Council. The Council will allow for joint decision-making authority prior to the

adoption of any future plan changes.

61.3 The purpose of these flat dollar employer contributions will be for use in the Employer's *University Flex* benefit program.

61.4 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 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.

61.5 Eligibility for insurance contributions is determined monthly for all regular employees assigned a .5 or greater FTE employment status and having been compensated at least fifty percent (50%) of regular full-time hours in the applicable qualifying pay period. The schedule of all qualifying pay periods is attached hereto as Appendix "E." All regular employees with an employment status of .5 FTE or greater will become eligible on the first of the month following initial employment.

61.6 Should the Employer make any improvements in the Employer's flat dollar contributions to Unclassified Administrative employees during the term of this agreement, the Employer agrees to extend such benefit to its employees within the ONA bargaining unit who are participating in the University Flex benefit program. Contribution levels as found in Section 1 above which exceed the Employer's base contribution levels for its Unclassified Administrative employees will not be adjusted until such time as base levels exceed those levels previously negotiated.

ARTICLE 62 - INCLEMENT CONDITIONS

62.1 At the discretion of the President or his designee portions of the Employer's operations may be closed because of inclement weather. Work areas which operate on a continuous 24 hour basis will remain open at all times. The Outpatient Clinics and selected hospital departments may be closed or on a curtailed work schedule at the discretion of the Hospital Director. 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.

62.2 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 because of client safety and health, the Employer will make an effort to arrange overnight lodging at the work site.

62.3 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.

62.4 When the employee's work area remains open but the employee is unable to report to work because of inclement weather, the time loss is considered leave without pay. Employees may request and shall be granted use of paid leave time.

62.5 At the discretion of the immediate supervisor an employee may make up time lost, provided it does not require the payment of overtime.

ARTICLE 63 - HEALTH & SAFETY

63.1 The parties agree to abide by standards of health and safety in accordance with the Oregon Safe Employment Act (ORS 654.001 and 654.295 and 654.991).

63.2 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.

63.3 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 the Workers' Compensation Department. Such items, where provided, must be used.

63.4 The Employer shall contract only with transport providers who are in compliance with federal and state laws and regulations regarding patient transport services.

63.5 As soon as possible after initial appointment and annually thereafter, the Employer shall provide tuberculosis screening at no cost to the employee.

63.6 If in the conduct of official duties an employee is exposed to serious communicable diseases 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. Employees who fail to comply with JCAHO required education, testing, immunization or treatment will be placed on Leave Without Pay (LWOP) pending the period of their non-compliance and the outcome of any pre-disciplinary proceedings. Non-compliance will be grounds for disciplinary action up to and including dismissal. Employer shall provide a reasonable opportunity for employees to obtain required education.

63.7 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, who shall 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.

63.8 Pending determination provided for in Section 7, 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 empioyee was originally scheduled. If no suitable work is available, the employee shall be sent home.

63.9 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.

63.10 All on-the-job accidents or exposure to serious communicable disease are to be reported to the Employer within twenty-four (24) hours of the occurrence on the appropriate Employer occupational injury report form. 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 the 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.

63.11 The Employer will provide health insurance benefits, in accordance with State law, to an employee who has been injured on the job and has a bona fide worker's compensation claim. Provision of health insurance is not related to use of earned leave.

63.12 An employee who has sustained a compensable on-the-job injury shall be reinstated upon demand at the employee's choice to either her/his former employment or alternative employment within the employing Agency which the Employer has determined is available and suitable, provided that the employee is not disabled from performing the duties of such employment. Certification by a duly licensed physician of the employee's physical abilities and any limitation shall be prima facie evidence that the employee should be able to perform within the certified limits.

63.13 Employee Safety and Health Committee. An Employee Safety and Health Committee shall be established in order to make safety policy recommendations and to implement and provide oversight of the policy and to assist in the resolution of health and safety problems referred to it by area or unit safety teams. The Employee Safety and Health Committee shall be comprised of equal numbers of bargaining unit employees and Employer members as spelled out in the Committee Charter.

The bargaining unit may propose a list of candidates for participation on the Bargaining Unit Safety Committee from which an appointment shall be made.

63.14 Area/Unit Safety Teams. The Employer shall appoint an appropriate number of bargaining unit employees to serve on Area/Unit Safety Teams as established by the Employer. The bargaining unit may propose a list of candidates for appointment on any such Area/Unit Safety Team.

Area/Unit Safety teams shall work cooperatively to resolve health and safety problems and concerns in their assigned work areas and shall provide (monthly,

periodic) written summaries of activities to the Employee Safety and Health Committee. Team members shall act as resource persons to all area/unit bargaining unit employees.

Safety and Health issues that cannot be resolved by an area/unit team shall be referred to the Employee Safety and Health Committee for assistance.

ARTICLE 64 - PROFESSIONAL NURSING CARE COMMITTEE

64.1 A Professional Nursing Care Committee (PNCC) shall be composed of six (6) RNs employed by OHSU and covered by this Agreement. The committee members shall be elected by the RN staff.

64.2 The Employer shall provide three hundred (300) 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.

64.3 The Committee may invite the Director of Nursing and her/his designees to its meetings for the purpose of exchanging information or to provide the employer with recommendations on pertinent subjects. The Employer may request special meetings with the Committee, but such meetings shall not take the place of the regular Committee meetings. Meetings requested by the Employer shall be considered duty time.

64.4 The employer recognizes the Committee purpose of considering patient care matters and making objective recommendations for improvement. The Employee agrees to respond to the Committee within thirty (30) days of the receipt of recommendations the Committee may make. If a timely response is not possible, the Employer shall notify the Committee of a date certain, when a response would be given.

64.5 The Committee shall keep minutes for all meetings and shall provide a copy of minutes of all meetings on Employer time to the Director of Nursing and the Association within five (5) days of their approval by the Committee.

64.6 In addition to the activities described in Sections 1-5 above, the PNCC will serve as an advisory committee on appointments of RNs to any hospital and/or clinic committee, standing or ad hoc, which relate to Nursing Service or direct patient care. Within ninety (90) days of the effective date of this Agreement and thereafter, the Employer shall maintain a list of committees, the names, titles, and/or classifications of the members and a description of the purposes of each committee in the Nursing Education Department. Committee Chairs shall notify the PNCC and Nursing Education Department of all committee vacancies. The PNCC will be responsible for coordinating the seven (7) days minimum posting of all vacancies requiring an Association representative. PNCC shall provide appropriate notices to the Human Resources Department's Nurse Recruiter for posting. 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.

64.7 PNCC will also be responsible for updating certification and/or recertification examination listing for reimbursement as described in Article 66, Certification, and

the distribution of unused staff development funds as described in Article 65, Staff Development.

ARTICLE 65 - STAFF DEVELOPMENT

65.1 Orientation.

a. Within the first month of employment, all newly hired employees, except temporary and limited duration employees, will be provided a general orientation. Such orientation shall include but not necessarily be limited to an explanation of the Employer's compensation program, fringe benefits, insurance programs and performance evaluation program.

b. 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.

c. 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.

d. Regular evaluation of the nurse's performance throughout orientation will occur to determine additional needs for the nurse.

e. At no time, in any period of orientation, shall the nurse being oriented be counted in the staffing complement of any unit.

65.2 In-Service Education.

a. The Employer will continue their practice of providing in-service education for all RNs, on all shifts, on a regular basis.

b. Within the first year of employment, nurses will be provided in-service education relevant to the patient care services provided by the nursing staff.

c. 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, is not voluntary, and the sessions involve time outside the employee's work schedule.

65.3 Staff Development Fund. The Department Directors/Practice 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.

a. The Staff Development Fund will be established effective July 1, 1998, by using the formula of one hundred and fifty dollars ($150.00) per FTE per fiscal year. If granted, employees will not lose pay, nor will schedules be adjusted so that the conference falls on off days. Participation in this fund is limited to nurses who hold positions scheduled at .5 FTE or more.

b. Staff Development Funds will be placed in an account for each unit for each Unit Based Nursing Practice Committee to administer.

c. Staff Development Funds will be distributed to nursing departments in the following manner. First, the total funds will be divided in half. One half will be distributed equally among all nursing departments. The second half of the fund will be distributed to each nursing department by the number of FTEs in each department.

Units for purposes of dividing the education funds will be determined annually by the Chairperson of the PNCC and the Assistant Hospital Director who will identify appropriate groupings.

d. A Unit Based Nursing Practice Committee will be responsible for establishing guidelines for expenditure of funds and approving requests for staff development purposes.

e. Departments which have expended all of their funds are encouraged to work with other departments which have not expended their funds.

f. Employer required education will not be paid for out of Staff Development Funds and will be in addition to benefits noted in Article 65.4. Unexpended Staff Development Funds will be rolled over into the Staff Development Funds for the fiscal year 2000/2001. Beginning with fiscal year 2001/2002 the Professional Nursing Care Committee (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 Resource Nurses who work the equivalent of .5 FTE or greater in the previous fiscal year.

g. The Professional Nursing Care Committee (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.

65.4 Staff Development Educational Leave Days.

The Employer shall make available a pool of five hundred (500) paid educational leave days each fiscal year to be distributed among RN's with a .5 or greater FTE on a first come, first served basis. Educational leave days will be limited to a maximum of eight (8) hours per nurse per day towards nursing education. These educational leave days will be jointly administered by the Professional Nursing Care Committee (PNCC) and the Nursing Education department. Educational leave will be granted in accordance with operational need, as defined by Article 56.

65.5 Tuition Discount/Staff Fee– Registered Nurses may participate in OHSU's tuition discount program. 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.

For the term of this Agreement, Registered Nurses who maintain an employment status of .5 FTE or greater will receive discounted tuition for the first ten (10) credit hours to undergraduate and graduate programs within the Oregon University System. The discounted fee paid by the nurse shall be twenty-five dollars ($25.00) per credit hour for undergraduate classes. The discounted fee paid by the nurse shall be seventy-five dollars ($75.00) per credit hour for graduate classes. This benefit shall not include graduate programs at OHSU's Schools of Medicine, Dentistry, or Nursing. Those individuals currently grandfathered into a graduate degree program in September 2001 shall continue to pay fifteen dollars ($15.00) per credit hour for the first ten (10) credit hours through the completion of their current degree program. Resource Nurses are not eligible for this benefit.

OHSU School of Nursing Graduate Classes – In addition to the program described above, and for the term of this Agreement, to a maximum of one hundred twenty thousand dollars ($120,000.00) for each fiscal year of this Agreement, the following tuition discount/staff fee shall be made available. Resource Nurses are not eligible for this benefit.

A. Registered Nurses who have maintained an employment status of .5 FTE or greater for a minimum of two (2) years may receive a discounted rate for tuition to OHSU School of Nursing's graduate nursing programs. This tuition discount will apply to the first ten (10) credit hours per term. The discounted fee paid by the nurse shall be seventy-five dollars ($75.00) per credit hour.

B. For the term of this Agreement, Registered Nurses who have maintained an employment status of .5 FTE or greater for a minimum of five (5) years may receive a discounted rate for tuition to OHSU School of Nursing's graduate nursing programs. This tuition discount will apply to the first ten (10) credit hours per term. The discounted fee paid by the nurse shall be fifty dollars ($50.00) per credit hour.

C. For the term of this Agreement, Registered Nurses who have maintained an employment status of .5 FTE or greater for a minimum of ten (10) years may receive a discounted rate for tuition to OHSU School of Nursing's graduate nursing programs. This tuition discount will apply to the first ten (10) credit hours per term. The discounted fee paid by the nurse shall be twenty-five dollars ($25.00) per credit hour.

ARTICLE 66 - CERTIFICATION

66.1 Employees who have a current American Nurses' Association (ANA) or national nursing organization certification on file with the Employer will receive an annual certification bonus. Employees who have a current non-nursing certification approved by the Employer and the Professional Nursing Care Committee (PNCC)

will also be eligible to receive the annual certification bonus. Non-nursing certifications will only be approved annually when relevant to the nurse's area of practice. Five hundred dollars ($500.00) will be paid as a bonus in pay period twenty-four (24) for such certification. 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 the Department Director/Practice 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.

66.2 Employees will be eligible for the reimbursement of her/his certification or recertification examination fee or CEU recertification fee when the following conditions are met:

a. The exam is completed while employed at OHSU; and
b. The employee provides documentation of certification.
c. If membership in a nursing organization plus the examination fee is less than a non-member examination fee, the Employer may pay whichever is lower.

66.3 The Professional Nursing Care Committee (PNCC) will be responsible for maintaining a current list of approved certifications. Such list must be submitted by November 1st of each year. Recommendations for additions or deletions to this list will be forwarded to the Associate Hospital Director for approval.

66.4 Employees proficiently bi-lingual in English and another language as determined necessary by the employee's Department, and who have been certified by the Employer's Interpretative Services Department as a "certified medical interpreter," will receive an annual interpreter certification bonus of three hundred dollars ($300.00) per year. The Department Director/Practice Manager shall determine whether there is a demonstrated need within the Department's patient population base to require an employee interpreter for such language. The interpreter certification 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 their certification to the Department Director/Practice 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 medical interpreter certification will be compensated per RN employed at .5 FTE and above.

66.5 Employees who are OHSU Certified Medical Interpreters but who do not qualify for the certification bonus, will receive a ten percent (10%) differential for all hours worked (one (1) hour minimum), when called upon to perform interpretive services for the Employer.

ARTICLE 67 - BI-LINGUAL DIFFERENTIAL

The Employer shall provide a five percent (5%) differential to all employees who meet the following criteria:

a. Employees must not be employed by the University's Interpretive Services Department.

b. Employer has assigned the employee to speak and/or write with the Employer's customers (patients, faculty, and staff) in a recognized and approved language other than the English language.

c. Employee's Job Description must include the requirement that such employee be required to speak and/or write bilingually in both the English language as well as a specific recognized language approved by the Employer. The department will make the sole determination whether or not such language skill is necessary for completion of their mission and the inclusion in an employee's Job Description.

d. Employee must have successfully completed an appropriate non-medical language examination certifying their ability to speak and/or write in a language deemed necessary as noted in "c" above. Certain employees may also be required to provide medical language interpretation which will require their successful completion of an appropriate medical language examination certifying their ability to speak and/or write in a language deemed necessary as noted in "c" above. Interpretive Services shall be responsible for the creation and administration of any such examination(s). Under no circumstances will an employee be eligible for this differential in addition to the "Certified Medical Interpreter" certification bonus as provided under Article 66.4. An employee otherwise entitled to the benefits of Article 66.4 as well as this provision, will receive the greater benefit.

e. Employee must be expected to speak and/or write in the recognized and approved language a minimum of four (4) hours a week.

ARTICLE 68 - GRIEVANCE & ARBITRATION

68.1 The grievance/arbitration procedure provides the means by which disputes or problems between the parties which arise 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.

An alleged violation of the Agreement must be taken up at STEP 1 of the procedure 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. Disciplinary actions must be grieved within the thirty (30) day period, except for suspension and discharge which must be filed within fifteen (15) days from the date the employee receives notification of the action. (See Article 69, Discipline and Discharge).

68.2 STEP 1 The employee or the Association on an employee's or group of employees' behalf shall present her/his grievance, in writing on the "Official Grievance Form" (Appendix E) or facsimile, to her/his immediate supervisor/Department Director/Practice Manager within the appropriate time limit as noted above. 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 supervisor/Department Director/Practice Manager shall respond in writing within fifteen (15) days of the receipt of the grievance. If the response is deemed to be unsatisfactory, the employee shall submit the written grievance and the response from the supervisor at STEP 1 to the Associate Hospital Director or designee at STEP 2. The grievance must be submitted within ten (10) days of the receipt of the response at STEP 1.

STEP 2. The appropriate Associate Hospital Director or designee shall respond in writing within fifteen (15) days of receipt of the grievance. If the response from STEP 2 is unsatisfactory, the written grievance, unchanged, showing the response if any from STEP 1 and STEP 2 shall be submitted to the appropriate Labor Relations Representative. The grievance must be submitted within ten (10) days of the receipt of the response at STEP 2.

STEP 3. The Labor Relations Director or her/his designee shall respond in writing within fifteen (15) days of receipt of the grievance. If the response from STEP 3 is unsatisfactory, the written grievance, showing the responses if any from STEP 1, STEP 2, and STEP 3 shall be submitted to the Labor Relations Division within ten (10) days of the receipt of the response at STEP 3 that it wishes to arbitrate the grievance.

STEP 4. Arbitration.

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 impartial arbitrator shall be chosen by the parties from the following list:

1. George Lehleitner, Jr.
2. Howell Lankford
3. Gary Axon
4. Tom Levak
5. Timothy Williams
6. Nancy Brown
7. Burton White

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, she/he 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.

c. 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.

d. The arbitrator's fee and expenses shall be paid by the losing party. If, in the opinion of the arbitrator, neither party can be considered the losing 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.

68.3 The Association has the right to represent the employee at any step in the grievance procedure, or if the employee chooses to represent herself/himself, the Association has the right to be present at any meetings or hearings, to receive copies of the grievance, to receive copies of the responses from each step in the grievance procedure, 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 3. The provisions of this Section shall not diminish the statutory rights granted the Exclusive Representative in ORS 243.666.

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

68.5 The parties agree to use the "Official Grievance Form or facsimile for the processing of grievances and that it shall be complete with all information required on the Form at Step 1.

68.6 The parties shall meet and discuss a grievance at STEPS 2 and 3 of the grievance procedure unless such meetings are mutually waived. Other meetings may be held by mutual agreement.

68.7 Block vacation request denials may be grieved using an expedited procedure.

a. All denials submitted for grievance review must be filed within five (5) calendar days from last eligible days for approval of block requests or on the employee's next worked day. The written grievance statement will be in accordance with Steps a-d in STEP 1 of Article 68.2.

b. The grievance will be filed at STEP 3 with the Labor Relations Director or his/her designee. The Labor Relations Director or his/her designee will

respond in writing within seven (7) days of the receipt of the grievance.

c. If the grievance is not satisfactorily resolved within five (5) days of receipt of the STEP 3 response, the Association shall have five (5) days to advise the Labor Relations Director that it wishes to arbitrate the grievance.

d. The parties shall proceed as per Article 68.2, STEP 4 a, b, c and d. The arbitrator shall be selected within five (5) days and hearing scheduled at the earliest possible date. The arbitrator will render a decision within ten (10) days of the hearing.

ARTICLE 69 - DISCIPLINE & DISCHARGE

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

69.2 Employees who have completed their initial trial service period shall not be subject to reduction in pay, demotion, suspension and/or discharge without just cause.

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.

69.3 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 or her/his designee at a place, time and date set forth in the notice which date shall not be less than seven (7) calendar days from the date the notice is received. 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 fifteen (15) calendar days from her/his receipt of the pre-disciplinary notice.

69.4 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 absents herself/himself for five (5) consecutive workdays without authorized leave shall be deemed to have resigned. Such absence may be authorized by the Employer by a subsequent approval of leave with or without pay, when extenuating circumstances are found to have existed.

69.5 An employee reduced in pay, demoted, suspended or dismissed under the provisions of this Article must submit a grievance within fifteen (15) days of the date the notice of the action is delivered in person to the employee or fifteen (15) days of the date the notice is placed in U.S. certified mail to the most recent address of record.

Concurrently, a notice will be mailed to the Association. Such grievance shall be filed at STEP 3.

No employee shall be subject to disciplinary action or separation for:

a. Disclosure, not prohibited by law, of violation of laws, rules, other improper action or inefficiency of superior officers or fellow employees.

b. Adherence to the Nurse Practice Act (ORS 678.010 - 678.410).

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

69.6 Employees shall not be disciplined based solely upon data obtained from the Time and Attendance Collection System (TACS) or nurse locator systems.

ARTICLE 70 - CONTRACTING OUT

70.1 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 the decision and impact concurrently of the pending action. It is specifically understood that such negotiations are not required in (1) emergency situations or (2) where the impact is minimal (and not mandatory).

70.2 The Employer shall give preference to regularly scheduled employees in the event of a work load reduction.

ARTICLE 71 - UNIT BASED NURSING PRACTICE COMMITTEE

71.1 Each unit is responsible to develop a Unit Based Nursing Practice Committee (UBNPC) which represents all staff nurses and the Employer. The UBNPC is responsible for making recommendations and accomplishing tasks related to:

a. Unit goals related to nursing;
b. The development, implementation, monitoring, evaluation and modification of the unit staffing plan;
c. Current contract requirements; and/or
d. Other tasks agreed to or assigned by the Employer.

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. 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.

71.2 The parties agree to jointly develop an orientation program to clarify and promote UBNPC.

71.3 Each unit will establish guidelines for process of selecting members which will represent all nursing staff. These guidelines will contain parameters for length of membership, rotation of members, and a decision making process. A staff nurse will serve as the chair at any UBNPC meetings.

71.4 Nursing staff members will have access and input to agenda 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.

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

71.6 Ambulatory Care areas, very small nursing units, or non-traditional areas can define "unit" for purposes of this Article only.

71.7 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 Article 64. The PNCC will review all such issues of concern and determine if further action is warranted. The PNCC may forward their review of the issue(s) together with their recommendation(s) for resolution in writing to the Associate Hospital Director. A response from the Associate Hospital Director will be provided within thirty (30) days of the receipt of the recommendation(s).

ARTICLE 72 - RESOURCE NURSES

72.1 Any RN who holds an appointment less than 0.10 FTE will be considered a Resource Nurse. To maintain Resource Nurse status, the nurse will:

a. Work at least twenty-four (24) shifts each year, or an average of two (2) shifts per month as determined by the Department Director and placed in writing at the time of hire. Current Resource Nurses shall select one of the two options upon contract implementation. The minimum shift obligation shall include twelve (12) weekend shifts per year, provided work is available and the Resource Nurse is needed.

b. Work a major holiday each year, provided work is available and the Resource Nurse is needed. The holiday requirement will rotate from year to year between the major winter and summer holidays (Winter holidays: Thanksgiving and Christmas; Summer holidays: Independence Day and Labor Day).

c. Submit their availability with the unit scheduler at least two (2) weeks in advance of the posted work schedule date. Availability for at least the minimum shift obligation shall be given first to the hiring unit/clinic.

d. Any shift worked at the request of the Employer shall count toward meeting their minimum shift obligation for the month or the year, whichever is applicable. The Employer is not guaranteeing Resource Nurses a minimum number of shifts.

Resource Nurses may agree to work a thirteen (13) week assignment, as designated by Management to cover a vacant posted FTE. During such assignment the Resource Nurse shall be scheduled and curtailed as if an FTE nurse, but the Resource Nurse will not be afforded any other benefits other than those already identified in this Article.

Resource Nurses who agree to work such an assignment will be paid a differential of an additional five percent (5%) over the normal resource rate for the length of the designated assignment.

72.2 Resource Nurses will be paid a flat rate in lieu of benefits for the term of this Agreement. These flat rates are noted in Appendix "A."

This wage will apply to all hours worked except overtime, on-call hours worked and holidays which will be paid at time and one-half (1-1/2). Overtime will be earned according to Article 14.2.

72.3 Resource Nurses do not accrue seniority (see Article 46.1); however, they shall have previously accrued seniority restored should they return to a position of 0.1 FTE or greater without a break in service (see Article 46.2).

72.4 Resource Nurses are not eligible for any differentials, except for Charge Nurse. Resource Nurses who act as a preceptor will receive the differential.

72.5 Resource Nurses who have met the shift requirement as noted in 72.1 above for a minimum of one (1) year on a unit, may participate in the workplace reassignment (see Articles 13 and 41).

72.6 The Employer may cancel a Resource Nurse with two (2) hours notice. Such cancellation of scheduled shifts will count towards the Resource Nurse's minimum shift obligation as identified in 72.1 above. A Resource Nurse, who is scheduled for work and reports to work and there is no work, will be paid for a minimum of four (4) hours or one-half (½) of her/his scheduled shift, whichever is greater. The nurse may be required to work for those hours.

72.7 Resource Nurses are subject to the same attendance policies and procedures which apply to the FTE 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 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.

72.8 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.

72.9 Should a Resource Nurse fail to meet the minimum shifts obligation as identified in 72.1 above in any fiscal year, the nurse will be deemed to have voluntarily resigned and will be removed from the Employer's resource roster. The minimum shift obligation shall be prorated during that fiscal year for new hires, or FTE nurses

moving into a Resource position.

72.10 Resource Nurses will be given the opportunity to apply to work or job share hours for the entire period associated with Interim/Temporary positions which remain unfilled after posting out of unit. During the period of such assignments, such an employee may continue as a Resource Nurse for all purposes including compensation, except for the purpose of curtailment or cancellation (where they follow the procedures for FTE'd staff), or transfer to an Interim position. A Resource Nurse transferring to an Interim position will be compensated at an appropriate hourly rate of pay with benefits, accrue seniority, and will be entitled to access layoff list pursuant to Article 41 at the conclusion of such position.

72.11 Resource Nurses will be permitted a personal leave of up to one (1) month each year to accommodate time off for vacation needs.

ARTICLE 73 - FULL TIME EQUIVALENT (FTE) (*Definition*)

Full time equivalent is defined as mutually agreed hours between the employee and the Employer as reflected on the personnel action form.

FTE's are used for the purposes of eligibility for:

1. seniority
2. health insurances
3. educational dollars
4. certification

ARTICLE 74 - DOUBLE BACK

The Employer shall pay double back pay at time and one-half (1-1/2) when an employee, including a Resource Nurse, is requested by the Employer to return for an additional shift within eight (8) hours or less from their previous scheduled shift. Employees, including Resource Nurses, requesting work schedules necessitating double back shifts will not receive time and one-half (1-1/2). On-call hours worked will serve as the last hours worked in counting the eight (8) hours between shifts.

ARTICLE 75 - 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.

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.

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.

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 nursing employees.

In addition, the AURN/Management Cooperative Committee will be assigned the responsibility to discuss the following issues:

a. Any questions, interpretations or concerns regarding the provision outlining a new on-call procedure for Adult Intensive Care Units (see Article 24.2).

b. Should the employer determine a change in current Registered Nurses position(s) be changed to a position(s) outside of the bargaining unit, the employer will be responsible for submitting the proposal to all members of the AURN/Management Cooperative Committee to provide opportunity for its review and comments. Within thirty (30) days of its receipt of the proposal, the Association's representatives of the AURN/Management Cooperative Committee may call a meeting of the entire committee to present arguments and recommendations where there are objections raised on behalf of the represented employees.

Sections a, and b do not limit items for discussion on the AURN/Management Cooperative Committee.

The Recruitment and Retention Committee shall provide a quarterly report to the AURN Committee who will review the report and make recommendations for retention and recruiting strategies and evaluate the effectiveness of their implementation.

ARTICLE 76 - CRITICAL NEED INCENTIVE

76.1 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. The Critical Need Incentive rate may be adjusted upward or downward in order to respond to market fluctuations, but will not be reduced below the base figure identified below. If such a general market adjustment becomes necessary, the Employer shall give written notice thirty (30) days in advance 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.

All designated Critical Need Shifts will be compensated with a ten dollar ($10.00) per hour differential. This differential shall be in addition to all other monies due an employee but shall not be included in the calculation of any other premium or overtime compensation. CNI rates may not be negotiated individually with a nurse for a specific shift.

76.2 Hospital Department Directors, Clinical Managers and Clinic Practice Managers shall designate "Critical Need" shifts on the schedule as deemed necessary. Once a shift has been identified as a Critical Need Incentive shift, any FTE nurse who works the shift as an "extra" shift shall receive the premium, regardless of the date they agreed to work the shift so designated.

76.3 Nurses shall be selected to fill Critical Need shifts in accordance with the provisions of Article 13 - Work Schedules related to the order of assignment of work and the utilization of the most cost effective staffing option(s) available, immediately following Resource Nurses working an additional shift (13.2 h).

76.4 The incentive will not apply to stand-by shifts, or to shifts of less than seven and one half hours duration, with the exception of nurses regularly scheduled for twelve (12) hour shifts which would be permitted access to this incentive for shifts involving four (4) additional hours. Critical Need Incentive shifts will be subject to cancellation in accordance with Article 15 - Shift Curtailment and Cancellation immediately following Overtime and/or Double Back shifts. If a shift is curtailed, all hours worked will be paid the Critical Need Incentive. Cancellation of nurses from a Critical Need Incentive Shift shall occur in reverse order of their commitment to work such shift.

76.5 The incentive will be available to FTE, Float Pool, Interim, and Temporary nurses.

76.6 The Critical Need Incentive will be applied to all shifts scheduled after posting deadlines which are required to bring staffing to baseline for all Prime Time periods as identified in Article 56. Further, the Critical Need Incentive also will be applied to any shift where staffing is twenty percent (20%) below baseline staffing adjusted for census and acuity two (2) hours prior to the beginning of the shift as determined by the Department Director or designee.

ARTICLE 77 - JOB SHARE

Employees will be allowed to job share 1.0 FTE positions if it will not incur extra cost to the Employer. Job Share opportunities may be initiated by Managers or staff nurses.

a. 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.

b. 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).

c. The newly created job share positions will become effective at the next regularly posted scheduling period.

d. 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 1.0 FTE.

ARTICLE 78 - COMPLETE AGREEMENT

This contract incorporates the sole and complete Agreement between the Employer and the Association. 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.

ARTICLE 79 - TERM OF AGREEMENT

This Agreement shall be effective upon signing, and shall remain in full force and effect through September 30, 2004, 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 15th DAY OF MARCH, 2002.

FOR THE ASSOCIATION:

Kathleen K. Sheridan, RN
Labor Relations Representative

Dominga Lopez, RN
Chair, OHSU Bargaining Unit

Susanna Rhodes, RN

Harold Fleshman, RN

Renee Bissonnette, RN

Debbie Churchill, RN

Ben Davis, RN

Michelle Jackson, RN

Brenda Leonard, RN

FOR THE EMPLOYER:

David M. Blair
Director of Labor & Employee Relations

- and -

Pat Boose, RN, Labor Relations
Bonnie Driggers, RN
Sally Clemens
Maribeth Kilgore, RN
Ann O'Connell, RN
Ann Logan, RN
Joelle Waddle, RN

APPENDIX A - SALARY SCHEDULE

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

A. STEP ADVANCEMENT

1. Employees will be eligible to advance to **Step 7** (10 years of service step) following the completion of five (5) or more years of continuous service with the Employer at Step 6 in the salary schedule. Time served in Resource Nurse and Academic employment shall not be included in the calculation of an employees "years of service" to determine step advancement.

2. Employees will be eligible to advance to **Step 8** (15 years of service step) following the completion of five (5) or more years of continuous service with the Employer at Step 7 (10 years of service step) in the salary schedule, or following ten (10) or more years of continuous service at Step 6 in the salary schedule. Time served in Resource Nurse and Academic employment shall not be included in the calculation of an employees "years of service" to determine step advancement.

3. Employees will be eligible to advance to **Step 9** (20 years of service) following the completion of five (5) or more years of continuous service with the Employer at Step 8 (15 years of service step) in the salary schedule, or following ten (10) or more years of continuous service at Step 7 (10 years of service step) in the salary schedule. Time served in Resource Nurse and Academic employment shall not be included in the calculation of an employees "years of service" to determine step advancement.

4. Effective July 1, 2002, employees will be eligible to advance to **Step 10** (25 years of service) following the completion of five (5) or more years of continuous service with the Employer at Step 9 (20 years of service step) in the salary schedule, or following ten (10) or more years of continuous service at Step 8 (15 years of service step) in the salary schedule. Time served in Resource Nurse and Academic employment shall not be included in the calculation of an employee's "years of service" to determine step advancement.

HOURLY RATES OF PAY
Effective October 8, 2001: 7% Wage Adjustment

	1*	2	3	4	5	6	7	8	9
RN Classification									
Base Pay	18.92	19.78	20.76	21.74	22.81	23.85	24.99	26.21	27.46
B.S.N. Differential	19.82	20.76	21.75	22.81	23.88	24.99	26.20	27.45	28.75
M.S.N. Differential	20.76	21.74	22.81	23.85	24.99	26.16	27.42	28.71	30.09
Nurse Practitioner – Classification									
Base Pay	24.99	26.16	27.41	28.71	30.10	31.51	33.01	34.59	36.23

Resource Nurse		
Day Shift	Evening Shift	Nights & Weekend Shifts
28.32	31.86	35.39

Effective July 1, 2002: New Hire Step 2 – Addition of Step 10

	1*	2	3	4	5	6	7	8	9	10
RN Classification										
Base Pay	18.92	19.78	20.76	21.74	22.81	23.85	24.99	26.21	27.46	28.76
B.S.N. Differential	19.82	20.76	21.75	22.81	23.88	24.99	26.20	27.45	28.75	30.13
M.S.N. Differential	20.76	21.74	22.81	23.85	24.99	26.16	27.42	28.71	30.09	31.52
Nurse Practitioner – Classification										
Base Pay	24.99	26.16	27.41	28.71	30.10	31.51	33.01	34.59	36.23	37.95

Resource Nurse		
Day Shift	Evening Shift	Nights & Weekend Shifts
28.32	31.86	35.39

Effective October 6, 2002: 7% Wage Adjustment

	1*	2	3	4	5	6	7	8	9	10
RN Classification										
Base Pay	20.24	21.17	22.21	23.26	24.41	25.52	26.74	28.05	29.38	30.77
B.S.N. Differential	21.20	22.21	23.27	24.41	25.55	26.74	28.04	29.38	30.76	32.22
M.S.N. Differential	22.21	23.26	24.41	25.52	26.74	27.99	29.34	30.72	32.19	33.72
Nurse Practitioner – Classification										
Base Pay	26.74	27.99	29.33	30.72	32.21	33.72	35.32	37.01	38.77	40.61

Resource Nurse		
Day Shift	Evening Shift	Nights & Weekend Shifts
30.30	34.09	37.87

Effective October 6, 2003: 6.5% Wage Adjustment**

	1*	2	3	4	5	6	7	8	9	10
RN Classification										
Base Pay	21.56	22.55	23.65	24.78	26.00	27.18	28.48	29.87	31.29	32.77
B.S.N. Differential	22.58	23.65	24.79	26.00	27.22	28.48	29.86	31.29	32.76	34.32
M.S.N.	23.65	24.78	26.00	27.18	28.48	29.81	31.25	32.71	34.29	35.92

Differential										
Nurse Practitioner – Classification										
Base Pay	28.48	29.81	31.24	32.71	34.30	35.91	37.62	39.42	41.29	43.25

Resource Nurse		
Day Shift	Evening Shift	Nights & Weekend Shifts
32.27	36.31	40.33

B. EDUCATIONAL COMPENSATION STUDY COMMITTEE

The parties agree to establish a joint committee to evaluate the relationship between the Employer's wage scale and the educational background and work experience of its Registered Nurse classification.

Committee membership shall include no more than (3) management members as selected by the Employer and up to ten (10) Bargaining unit employees as selected by the ONA bargaining unit. Bargaining unit participants shall reflect a proportionate number of RN's as are employed within each educational employee group (ADN/Diploma, BSN, and MSN). The management member(s) will provide technical assistance to the committee as well as to facilitate the development of any proposal.

The committee may propose an alternate compensation format in lieu of the existing educational differential. The proposal will be subject to the next bargaining process.

* Effective July 1, 2002, all newly hired Registered Nurses shall be placed on Step 2 or higher on the salary schedule depending upon their experience. Employees on Step 1 as of July 1, 2002, shall advance to Step 2 of the salary schedule and will advance to the next level following an additional twelve months service at Step 2. All other employees shall advance to the next salary level as provided in Section "A" above and Article 29.

** Effective October 6, 2003, the Employer agrees to increase wages by the greater of 6.5%, or by an amount equal to the average of a) the percentage difference between OHSU's BSN minimum wage and the index facilities average minimum wage; and b) the percent difference between OHSU's BSN maximum wage and the index facilities average maximum wage. If BSN wage scales exist at any index facility, such wage scale will be used for comparison. Index facilities together with their reporting date shall include Providence – Portland (1/04), St. Vincent (1/04), Tuality Community (1/04), Willamette Falls (1/04), and Sacred Heart – Eugene (7/03). Any adjustment in excess of 6.5% will occur within thirty (30) days from the public availability of appropriate wage information for index facilities, and shall be retroactive to October 6, 2003.

[1]APPENDIX B - INSURANCE BENEFIT PLAN DESIGN AGREEMENT

between
Oregon Health Sciences University
the
Oregon Nurses Association
and
AFSCME Local Union No. 328
* * *
July 29, 1997

The Oregon Health Sciences University (OHSU), hereinafter referred to as the "Employer," and the Oregon Nurses Association (ONA), and the American Federation of State County and Municipal Employees (AFSCME) Local Union No. 328, hereinafter referred to collectively as the "Unions," agree to the following insurance benefit plan design summary:

Plan Year

The Employer shall retain the current plan year effective January of each year with an initial plan year effective January 1, 1998.

Medical Eligibility

Employer shall retain current eligibility requirements for employees represented by the Unions with the addition of qualified Domestic Partners. Refer to *Attachment "A"* for Domestic Partner definitions and qualification criteria. 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. The "Indemnity PPO Plan A (250)" medical plan as noted below, shall serve as the default plan for employees failing to select medical insurance coverage in a timely manner. 1

Dental Eligibility

Employer shall retain current eligibility requirements for employees represented by the Unions. "Employee only" participation in one of the following plans is required of all eligible employees. The ODS plan shall serve as the default plan for employees failing to select a dental insurance coverage in a timely manner.

Open Enrollment

Employer shall retain current open enrollment opportunities during the month of October of each plan year for selected and eligible plan adjustments to be effective with the following plan year.

Employee Opt Out

The Employer shall permit otherwise eligible employees the option to opt out of medical coverage provided such employee has alternate medical insurance protection. For plan year 1998 the Employer shall continue to contribute $ 80.00 to each such employee in lieu of medical

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[1] **Kaiser Permanente medical plan is not available for new hires after January 1, 1998 except for AFSCME bargaining unit employees.**

insurance coverage. The in lieu of contribution is based upon an assessment to the employee of a percentage of the necessary premiums to provide "employee only" coverage under the default medical insurance plan. For 1999, the employee assessment shall be 60% of such premiums.

OHSU EMPLOYEE BENEFITS COUNCIL

The Employer shall participate on an Employee Benefits Council composed of two (2) ONA representatives selected by ONA, four (4) AFSCME representatives selected by AFSCME, and six (6) management representatives selected by management. The Council will allow for joint decision-making authority prior to the adoption of any future benefit plan changes. See *Attachment "B"* for complete details of the OHSU Employee Benefits Council.

These parties do hereby adopt the above noted summary and accompanying attachments this 29th day of July, 1997.

FOR THE EMPLOYER:

s/David M. Blair

FOR THE OREGON NURSES ASSN.:

s/Randi Post

FOR AFSCME LOCAL UNION NO. 328:

s/ Diane M. Lovell TA'd 8-5-97

APPENDIX B - Attachment A
DOMESTIC PARTNER ELIGIBILITY REQUIREMENTS

Eligibility Requirements for Medical, Dental Coverage, & Life Insurance

To enroll your domestic partner in the medical, dental or life insurance plan, you and your domestic partner must meet all the basic plan eligibility requirements as well as the following additional requirements:

1. You must submit an Affidavit of Domestic Partnership (see attached).

2. You must submit proof of cohabitation and financial interdependence (see below).

3. If you are eligible or become eligible to register as domestic partners in the jurisdiction in which you live and/or work, you must declare that you have registered or will register within the earlier of 31 days of enrollment or registration eligibility. The only exception to this requirement is if the public nature of the registration would create a hardship for either you or your domestic partner, in which case a statement as to the nature of the hardship must be submitted to the benefits office in the Human Resources department.

Enrollment Procedures

In order to enroll your domestic partner in the available plan, you must complete the University Flex enrollment form.

Proof of Cohabitation and Financial Interdependence

The following documents may be used to provide proof of cohabitation and financial interdependence:

1. Copy of a signed lease showing both names.
2. Copy of a joint mortgage note.
3. Copies of statements of any joint accounts, including but not limited to: bank accounts, investment accounts, credit and charge cards, utility bills, and insurance policies. The statement must show both names.
4. Copies of driver's licenses, car registrations, voter registration cards, insurance policies, account statements, or tax returns at the same address.
5. Copy of a fully executed living together agreement.
6. A copy of a jurisdictional domestic partnership registration.
7. A beneficiary designation form that shows your domestic partner as the beneficiary for your life insurance and/or retirement plan.

Other documentation may be accepted at the discretion of the Director of Human Resources.

Contributions for Domestic Partnership Coverage

Your contributions for providing coverage for your domestic partner will be the same as those

charges for a spouse. However, IRS rules require that:

1. The contributions for your domestic partner be made on a post-tax basis.

2. You may need to pay tax on "imputed income" - the additional amount that Oregon Health Sciences University contributes toward coverage for your domestic partner. These taxes include federal, state, and local income taxes as well as FICA and FUTA.

The imputed income feature does not apply if your domestic partner is your tax dependent. If you are claiming your domestic partner as a tax dependent, please see your tax advisor.

APPENDIX B - Attachment B

Oregon Health Sciences University
Insurance Benefit Plan Design

OHSU EMPLOYEE BENEFITS COUNCIL

Adopted August 5, 1997

Section 1. Purpose

The OHSU Employee Benefits Council (hereinafter referred to as the Council) shall:

- Determine the plan design and types of benefits (Medical, Dental, Disability, Life and Health Promotion) to be offered to OHSU employees and early retirees, including the coordination of insurance benefits and cash back opportunities;
- Develop and approve rules governing enrollment and eligibility;
- Develop an appeals process for individuals covered by these benefits, including criteria to be used when evaluating such appeals;
- 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 Oregon Nurses Association (hereinafter referred to as ONA), four (4) representatives appointed by the American Federation of State, County and Municipal Employees Union (hereinafter referred to as AFSCME), and six (6) representatives appointed by the Oregon Health Sciences University (hereinafter referred to as OHSU).

The Chair and Vice-Chair of the Committee will be selected by the Council. One of the Chairs will be chosen from among the OHSU representatives and one from among the AFSCME/ONA representatives. The Chairs will serve one-year terms. After one year the Vice Chair will become the Chair and the new Vice Chair will be chosen from among the representatives of the alternate group.

The duties of the Chair and Vice-Chair shall be to work with OHSU staff and Consultant(s) to develop Agendas, provide feedback to staff and Consultant(s) to facilitate carrying out the wishes of the Council, to assure that Council meetings are productive, to arrange for initial and ongoing training for the Council and any other duties as determined by the Council.

Section 3. Decision Making

Every reasonable attempt will be made to make consensus-based decisions utilizing evaluative criteria developed by the Council. The Council shall choose a facilitator(s) who is not a member of the Council to facilitate consensus-based discussions on all significant decisions. If consensus fails, the matter(s) will be voted by the parties collectively (e.g., ONA one (1) vote, AFSCME one (1) vote, and OHSU two (2) votes). If the Council is still unable to reach a decision the matter(s) in dispute shall be referred to the Vice President for Finance & Administration whose decision shall be final and binding on the Council, OHSU, and Unions representing OHSU.

One (1) ONA, two (2) AFSCME and three (3) OHSU Council members shall constitute a quorum.

Initially the Evaluative Criteria shall be as follows. Modifications to the evaluative criteria may be made by the Council at any time.

- 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 OHSU'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.

Representatives of Employee Groups who are employees of OHSU 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. This provision supersedes Collective Bargaining Agreements and is hereby agreed to by AFSCME and ONA.

Section 5. Impact on Collective Bargaining Agreements

The Council has no authority to make any decisions currently made through the collective bargaining process, referring to applicable provisions of the 1996-1998 AFSCME Agreement and the 1995-1997 ONA Agreement; covering such issues as eligibility for benefit contribution, benefit contribution, definition of full-time and part-time status, contribution structure, automatic payroll transfers, enrollment criteria, effective date of benefits, self-pay opportunities, default coverage, use of rate stabilization fund for benefit stabilization and programs like Carewise, guarantee of employee choice among Kaiser, agency provided HMO/PPO and indemnity plan which includes non-OHSU physicians), nor can it make decisions or promulgate rules that in any way conflict with the Collective Bargaining Agreements.

Modification to this Agreement shall be made by the Council utilizing the decision-making process described in this Agreement.

The Appeal Process referenced in Section 1 is the sole dispute resolution process for any individual disputing a claim for benefits or any other decision made by the Council.

APPENDIX C – OHSU UNIVERSITYFLEX ELIGIBILITY

BI-WEEKLY PAYROLL
2001

Current Month	Pay Periods	Start	Mid-Point	End	OHSU 50% Hour	Insurance Coverage Monthly
JANUARY	1 & 2	DEC 18, 2000	DEC 31, 2000	JAN 14	80	FEBRUARY
FEBRUARY	3 & 4	JAN 15	JAN 28	FEB 11	80	MARCH
MARCH	5, 6 & 7	FEB 12	MAR 4	MAR 25	120	APRIL
APRIL	8 & 9	MAR 26	APR 8	APR 22	80	MAY
MAY	10 & 11	APR 23	MAY 6	MAY 20	120	JUNE
JUNE	12 & 13	MAY 21	JUNE 3	JUNE 17	80	JULY
JULY	14 & 15	JUNE 18	JULY 1	JULY 15	80	AUGUST
AUGUST	16,17 & 18	JULY 16	AUG 5	AUG 26	120	SEPTEMBER
SEPTEMBER	19 & 20	AUG 27	SEPT 9	SEPT 23	80	OCTOBER
OCTOBER	21 & 22	SEPT 24	OCT 7	OCT 21	80	NOVEMBER
NOVEMBER	23 & 24	OCT 22	NOV 4	NOV 18	80	DECEMBER
DECEMBER	25 & 26	NOV 19	DEC 2	DEC 16	80	JANUARY, 20002

NOTE:

1) Paid regular hours: This is the sum of the regular hours paid through the last day actually worked or when your accruals are exhausted.
2) Termination: Accrued time which is paid in full upon separation does not apply toward the 50% guideline.

APPENDIX C – OHSU UNIVERSITYFLEX ELIGIBILITY

BI-WEEKLY PAYROLL
2002

Current Month	Pay Periods	Start	Mid-Point	End	OHSU 50% Hour	Insurance Coverage Monthly
JANUARY	1 & 2	DEC 17, 2001	DEC 30, 2001	JAN 13	80	FEBRUARY
FEBRUARY	3 & 4	JAN 14	JAN 27	FEB 10	80	MARCH
MARCH	5, 6 & 7	FEB 11	MAR 3	MAR 24	120	APRIL
APRIL	8 & 9	MAR 25	APR 7	APR 21	80	MAY
MAY	10 & 11	APR 22	MAY 6	MAY 19	80	JUNE
JUNE	12 & 13	MAY 20	JUNE 2	JUNE 16	80	JULY
JULY	14 & 15	JUNE 17	JUNE 30	JULY 14	80	AUGUST
AUGUST	16, 17 & 18	JULY 15	AUG 4	AUG 25	120	SEPTEMBER
SEPTEMBER	19 & 20	AUG 26	SEPT 8	SEPT 22	80	OCTOBER
OCTOBER	21 & 22	SEPT 23	OCT 6	OCT 20	80	NOVEMBER
NOVEMBER	23 & 24	OCT 21	NOV 3	NOV 17	80	DECEMBER
DECEMBER	25 & 26	NOV 18	DEC 1	DEC 15	80	JANUARY, 20003

NOTE:

1) Paid regular hours: This is the sum of the regular hours paid through the last day actually worked or when your accruals are exhausted.
2) Termination: Accrued time which is paid in full upon separation does not apply toward the 50% guideline.

APPENDIX C – OHSU UNIVERSITYFLEX ELIGIBILITY

BI-WEEKLY PAYROLL
2003

Current Month	Pay Periods	Start	Mid-Point	End	OHSU 50% Hour	Insurance Coverage Monthly
JANUARY	1, 2 & 3	DEC 16, 2002	JAN 5	JAN 26	120	FEBRUARY
FEBRUARY	4 & 5	JAN 27	FEB 9	FEB 23	80	MARCH
MARCH	6 & 7	FEB 24	MAR 9	MAR 23	80	APRIL
APRIL	8 & 9	MAR 24	APR 6	APR 20	80	MAY
MAY	10 & 11	APR 21	MAY 4	MAY 18	80	JUNE
JUNE	12 & 13	MAY 19	JUNE 1	JUNE 15	80	JULY
JULY	14 & 15	JUNE 16	JUNE 29	JULY 20	80	AUGUST
AUGUST	16 & 17	JULY 21	AUG 3	AUG 17	80	SEPTEMBER
SEPTEMBER	18 & 19	AUG 18	AUG 31	SEPT 14	80	OCTOBER
OCTOBER	20, 21 & 22	SEPT 15	OCT 5	OCT 26	120	NOVEMBER
NOVEMBER	23 & 24	OCT 27	NOV 9	NOV 23	80	DECEMBER
DECEMBER	25 & 26	NOV 24	DEC 7	DEC 21	80	JANUARY, 20004

NOTE:

1) Paid regular hours: This is the sum of the regular hours paid through the last day actually worked or when your accruals are exhausted.
2) Termination: Accrued time which is paid in full upon separation does not apply toward the 50% guideline.

APPENDIX C – OHSU UNIVERSITYFLEX ELIGIBILITY

BI-WEEKLY PAYROLL
2004

Current Month	Pay Periods	Start	Mid-Point	End	OHSU 50% Hour	Insurance Coverage Monthly
JANUARY	1 & 2	DEC 22, 2003	JAN 4	JAN 18	80	FEBRUARY
FEBRUARY	3 & 4	JAN 19	FEB 1	FEB 15	80	MARCH
MARCH	5 & 6	FEB 16	FEB 29	MAR 14	80	APRIL
APRIL	7, 8 & 9	MAR 15	APR 4	APR 25	120	MAY
MAY	10 & 11	APR 26	MAY 9	MAY 23	80	JUNE
JUNE	12 & 13	MAY 24	JUNE 6	JUNE 20	80	JULY
JULY	14 & 15	JUNE 21	JULY 4	JULY 18	80	AUGUST
AUGUST	16 & 17	JULY 19	AUG 1	AUG 15	80	SEPTEMBER
SEPTEMBER	18 & 19	AUG 16	AUG 29	SEPT 12	80	OCTOBER
OCTOBER	20, 21 & 22	SEPT 13	OCT 3	OCT 24	120	NOVEMBER
NOVEMBER	23 & 24	OCT 25	NOV 7	NOV 21	80	DECEMBER
DECEMBER	25 & 26	NOV 22	DEC 5	DEC 19	80	JANUARY, 20005

NOTE:

1) Paid regular hours: This is the sum of the regular hours paid through the last day actually worked or when your accruals are exhausted.
2) Termination: Accrued time which is paid in full upon separation does not apply toward the 50% guideline.

APPENDIX D - LEAVE DONATION

The parties agree to permit nurses who have completed their initial trial service to receive vacation leave, PTO (from AFSCME represented employees), or Compensatory Time from other ONA represented nurses, AFSCME represented employees Academic employees or Unclassified Administrative personnel who meet the following conditions:

a. the employee or an employee's immediate family or household member has an extended or catastrophic illness or injury;
b. the employee has exhausted all vacation, compensatory time and sick leave;
c. the employee does not qualify for disability insurance benefits, worker's compensation coverage or retirement benefits.

An eligible employee may receive donated paid time off in full hour increments to a maximum of 480 hours per calendar year. Donations shall be converted to a dollar amount based upon the donor's salary rate, and credited to the donee employee's sick leave bank at her/his hourly rate. Unused donated leave may not be recovered by the donor employee.

Donations may be made by employees of the Employer to an eligible employee following approval of the Labor Management Division within the Human Resources Department. After Family Medical Leave has been exhausted, the employee has the responsibility to make arrangements, within a reasonable period of time, for the care of the ill or injured immediate family or household member.

Individuals who are willing to donate un-designated vacation to any individual in need and who meet the criteria established above may indicate their intent by sending a memo to the Labor Management Division office. Labor Management Division will establish a registry of available donors. ONA represented employees in need of donated leave may make a request for such un-designated leave by contacting the Labor Management Division office. The Labor Management Division shall establish appropriate policies to facilitate this provision of the Contract.

OREGON NURSES ASSOCIATION
9600 S.W. Oak St., Suite 550
Portland, Oregon 97223
(503) 293-0011

GRIEVANCE FORM

NUMBER

OFFICE USE ONLY

DATE

GENERAL INFORMATION:

NAME OF GRIEVANT_____

HOME ADDRESS _____CITY_____

STATE_____ZIP_____HOME PHONE_____WORK PHONE_____

GRIEVANT'S UNIT, SHIFT, & CLASSIFICATION _____

EMPLOYER FACILITY _____

EMPLOYER ADDRESS_____

GRIEVANCE STEP PRESENTED TO _____ TITLE _____

STATEMENT OF GRIEVANCE:

BASIS OF GRIEVANCE:

_____VIOLATION OF CONTRACT SECTION(S)_____
_____VIOLATION OF ESTABLISHED PRACTICE
_____VIOLATION OF APPLICABLE LAW OR REGULATION
_____VIOLATION OF RULE
_____OTHER (SPECIFY)_____

REMEDY DESIRED:

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)

White-ONA/Yellow-Employer/Pink Grievant

Salary Placement for Reclassified RN2s

The formerly titled Assistant Head Nurses "red circled" will be placed on the new salary schedule. Placement will occur by matching their current hourly rate onto the RN1 salary schedule by matching their hourly rate to the closest, but no less than hourly rate.

If the "red circled" hourly rate continues to surpass the RN1 salary schedule, they will continue to receive their current hourly rate and service increases, if merited, until the salary range meets or exceeds their hourly rate. At such time, the individual's hourly rate will reflect placement on the salary schedule which is equal to, or greater than, their current hourly rate.

Salary Overpayment

Upon notice of an overpayment as the result of an administrative error, the nurse must submit a repayment plan to the OHSU Payroll Office. Should the payment plan be unacceptable, an agreement will be reached by a board consisting of the following members:

Two (2) Hospital/Clinic Management Representatives
Two (2) AURN Representatives appointed by the Executive Committee of the AURN
Associate Vice President for Administration

The parties agree that the decision of the board shall be final and binding and that the nurse will abide thereby.

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