

AGREEMENT BETWEEN

**Oregon Nurses Association
and
Oregon Health & Science University**

January 20, 2011 – September 30, 2013

TABLE OF CONTENTS

Page

PREAMBLE 1

ARTICLE 1 – RECOGNITION AND ASSOCIATION SECURITY 1

 1.1 Recognition 1

 1.2 Association Security 1

 1.2.1 Membership/fair share/contributions to charitable organizations..... 1

 1.2.2 Deduction for Dues 1

 1.2.3 Indemnification 1

ARTICLE 2 – ASSOCIATION PRIVILEGES AND LIMITATIONS 2

 2.1 Lists 2

 2.2 Bulletin Boards 2

 2.3 Visits by Association Representatives 2

 2.4 Notices to New Employees 3

 2.5 Nurse Representatives 3

 2.5.1 Paid release hours 3

 2.5.2 Performance of activities 3

 2.5.3 Protected activity 3

 2.6 AURN Hot Line 3

 2.7 Use of Employer’s Electronic Mail (e-mail) 3

 2.8 Negotiating Team..... 4

ARTICLE 3 – GENERAL PROVISIONS 4

 3.1 Binding Effect 4

 3.2 Complete Agreement 4

 3.3 Savings Clause 4

 3.4 Maintenance of Rights and Obligations..... 4

ARTICLE 4 – MANAGEMENT RIGHTS 5

ARTICLE 5 – DEFINITIONS 5

 5.1 Regular Employee..... 5

 5.2 Benefited Employee..... 5

 5.3 Full-Time Equivalent (FTE) 5

 5.4 Interim Position..... 5

 5.5 Resource Nurse 5

 5.6 Temporary Nurse 6

 5.7 Straight Rate of Pay 6

 5.8 Regular Rate of Pay 6

 5.9 Adjusted Service Date..... 6

 5.10 Salary Adjustment Date 6

 5.11 Seniority Date 6

ARTICLE 6 – EMPLOYMENT PRACTICES 6

 6.1 Equal Employment Opportunity and Affirmative Action 6

TABLE OF CONTENTS

	<u>Page</u>
6.1.1 Non-discrimination in employment	6
6.1.2 Process for reporting harassment/discrimination due to protected class.....	6
6.1.3 Process for reporting harassment for non-protected class	6
6.2 Payroll Practices.....	7
6.3 Time Detail Reports.....	7
6.4 Paycheck Errors	7
6.4.1 Overpayments	7
6.4.2 Underpayments	8
6.4.3 Employee error.....	8
6.4.4 Time limitation.....	8
6.5 Position Descriptions	8
6.6 Trial Service Period	8
6.6.1 Transfer during trial period.....	8
6.6.2 Removal during trial period.....	8
6.6.3 Extension of trial service period	9
6.7 Transfer Introductory Period.....	9
6.8 Performance Appraisals	9
6.8.1 Evaluation process	9
6.8.2 Trial service period	9
6.9 Individual Development Plans.....	9
6.9.1 Non-disciplinary tools.....	9
6.9.2 Development of plan.....	9
6.9.3 Change in circumstances.....	10
6.10 Discipline and Discharge	10
6.10.1 Progressive discipline	10
6.10.2 Just cause	10
6.10.3 Pre-disciplinary notice and investigation.....	10
6.10.4 Investigatory interviews.....	10
6.10.5 Unauthorized absence from duty	10
6.10.6 Prohibited basis for disciplinary action.....	11
6.10.7 TTE and nurse locator systems	11
6.10.8 Limit on pay reductions	11
6.10.9 Employees' non-compliance with requirements.....	11
6.11 Personnel Files.....	11
6.11.1 Inspection.....	11
6.11.2 Personnel file contents	11
6.11.3 Removal of materials	11
6.12 Exit Interviews.....	12
6.13 Final Paychecks Upon Termination.....	12
6.14 Employee Assistance Program	12
6.15 Contracting Out.....	12
6.16 Removal of Functions from Bargaining Unit	12
ARTICLE 7 – HOURS OF WORK.....	12
7.1 Work Period and Work Day	12
7.1.1 Work period	12

TABLE OF CONTENTS

	<u>Page</u>
7.1.2 Workday.....	12
7.1.3 Twelve-hour shifts	13
7.2 Scheduling of Work	13
7.2.1 UBNPC involvement	13
7.2.2 Order of scheduling.....	14
7.2.3 Posting of schedules.....	14
7.2.4 Reassignments.....	15
7.2.5 Election days	15
7.3 Adjustment of Shift Lengths	15
7.4 Meal and Rest Periods	15
7.4.1 Meal periods.....	15
7.4.2 Rest periods.....	15
7.5 Rotation of Shifts	15
7.6 On-Call.....	15
7.6.1 Mandatory scheduled call units	16
7.6.2 On-call following shift cancellation.....	16
7.6.3 Modified mandatory call for senior nurses	16
7.6.4 On-call conditions	16
7.6.5 Work on next scheduled shift	16
7.6.6 Annual review	17
7.7 Standby Shifts	17
7.7.1 Furnished facility	17
7.7.2 Unfilled shifts.....	17
7.7.3 Notice of cancellation	17
7.8 Weekend Scheduling	17
7.8.1 Requests for extra weekend shifts off.....	17
7.9 Clean-up Time	17
7.10 Inclement Conditions	17
7.11 Job Share.....	18
7.11.1 Request for job share arrangement	18
7.11.2 Posting.....	18
7.11.3 Withdrawal of job share participant.....	18
7.12 Shift Curtailment and Cancellation.....	18
7.12.1 Shift curtailment.....	18
7.12.2 Shift cancellation	19
7.12.3 Report pay and notice requirements	19
7.12.4 Lack of work on a holiday	19
7.12.5 Individual maximums	19
7.12.6 Continuation of benefit accruals	20
7.12.7 Order of curtailment/cancellation	20
7.13 Floating	21
7.14 Specialty Float Pool Structure	21
ARTICLE 8 – WAGES	21
8.1 Wage Rates and Relevant Education Recognition Differential	21
8.2 Steps Progression	21
8.3 New Hires	22

TABLE OF CONTENTS

	<u>Page</u>
8.3.1 Credit for prior experience.....	22
8.3.2 Recruitment incentives.....	22
8.4 Economic Rewards	22
8.5 Travel Expenses and Allowances	22
ARTICLE 9 – OVERTIME AND PREMIUM PAY	22
9.1 Overtime	22
9.1.1 Definition of overtime.....	22
9.1.2 Overtime rate	22
9.1.3 Double time.....	22
9.1.4 Calculation of overtime.....	23
9.1.5 Avoidance of overtime.....	23
9.1.6 Mandatory overtime.....	23
9.2 Double Back Pay.....	23
9.2.1 On-call hours worked.....	24
9.2.2 Employee-requested shifts	24
9.2.3 Work in advance of shift.....	24
9.3 Other Forms of Premium Pay	24
9.3.1 Payment for work while on-call.....	24
9.3.2 Telephone calls	24
9.3.3 Hours worked on designated holidays	24
9.4 Compensatory Time.....	24
ARTICLE 10 – DIFFERENTIAL PAY	25
10.1 Charge Nurse	25
10.2 Shift Differential	25
10.2.1 Evening shift.....	25
10.2.2 Night shift	25
10.2.3 Recording of meal period.....	25
10.3 Call Pay.....	25
10.4 Standby Pay	25
10.5 Preceptor Differential.....	25
10.6 Weekend Differential.....	26
10.7 PANDA Transport Allowance	26
10.8 Float Differential.....	26
10.9 Specialty Float Pool Differential	26
10.10 Interpreter Pay.....	27
10.10.1 Bonus payment.....	27
10.10.2 Bi-lingual differential.....	27
10.10.3 Single benefit	27
10.11 Critical Need Incentive	27
10.11.1 CNI rate.....	27
10.11.2 Designation of CNI shifts	28
10.11.3 Availability of CNI	28
ARTICLE 11 – HOLIDAY AND VACATION BENEFITS	29
11.1 Accrual of Vacation and Holiday Time	29

TABLE OF CONTENTS

	<u>Page</u>
11.2 Rate of Pay	29
11.3 Return After Separation	29
11.4 Ceiling.....	29
ARTICLE 12 – UTILIZATION OF BENEFIT TIME	30
12.1 Scheduled Time Off.....	30
12.2 Unscheduled Absences	30
12.2.1 Special requests for use of vacation and holiday time	30
12.3 Return from Educational or Military Service	30
12.4 Cashout of Benefit Time.....	30
12.4.1 Pay upon termination or layoff	30
12.4.2 Change in status to resource nurse.....	30
12.4.3 Voluntary cashout	31
12.5 Donation of Leave.....	31
12.5.1 Donation methodology.....	31
12.5.2 Approval process	31
ARTICLE 13 – VACATION LEAVE ADMINISTRATION	31
13.1 General Policies and Requirements	31
13.2 Submission of Vacation Requests.....	32
13.3 Vacation Time During First Six Months of Employment	32
13.4 In-Block Vacation Requests	32
13.5 Filling of In-Block Requests.....	32
13.5.1 Annual allotment.....	32
13.5.2 Denied in-block.....	33
13.5.3 Extended vacation requests.....	33
13.5.4 Other requests exceeding annual allotment	33
13.5.5 Alternative scheduling	33
13.5.6 Remaining available vacation time.....	33
13.6 Application of Seniority.....	33
13.6.1 Option superseding seniority	33
13.6.2 Special circumstances requests	33
13.7 Prime Time.....	34
13.8 Out-of-Block Requests.....	34
13.9 Requests After Posting of Schedule.....	34
13.10 Cancellation of Vacation Time	34
13.11 Encumbered Time.....	34
13.12 Leave Request Denials.....	35
ARTICLE 14 – SICK LEAVE	35
14.1 Sick Leave Credits	35
14.2 Utilization of Sick Leave With Pay	35
14.2.1 Medical and dental appointments	35
14.3 Bereavement Leave.....	35
14.4 Sick Leave Without Pay.....	35
14.5 Physician or Practitioner Certification of Illness or Injury	35
14.6 Accrued Sick Leave Credits Following Termination	35

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 15 – LEAVES OF ABSENCE	36
15.1 Leaves of Absence With Pay	36
15.1.1 Jury service	36
15.1.2 Court appearance	36
15.1.3 Search or rescue operation	36
15.1.4 Military leave	36
15.1.5 Appearance before an arbitrator.....	36
15.1.6 Pre-retirement counseling leave.....	36
15.2 Leaves of Absence Without Pay	37
15.2.1 General provisions	37
15.2.2 Return from leave	37
15.2.3 Use of accrued benefits on medical leave.....	37
15.2.4 Parental leave	37
15.2.5 Military leave	38
15.2.6 Peace Corps.....	38
15.2.7 Effect of leave without pay	38
15.3 Workers’ Compensation	38
15.3.1 Employee responsibilities	38
15.3.2 Employer assistance to employees.....	39
15.3.3 Physician’s certification.....	39
15.3.4 Time loss	39
15.3.5 Accrual of seniority.....	39
15.3.6 Release for work	40
15.3.7 Complete disability	40
15.3.8 Insurance continuation	40
ARTICLE 16 – INSURANCE BENEFITS	41
16.1 Employer Contributions.....	41
16.2 Insurance Benefit Plan Design.....	41
16.2.1 Plan year.....	41
16.2.2 Medical plans	41
16.2.3 Retiree medical insurance	41
16.2.4 Dental plans	42
16.2.5 Other benefits.....	42
16.2.6 OHSU Employee Benefits Council	42
16.3 Flexible Spending Account.....	42
16.4 Eligibility	42
ARTICLE 17 – RETIREMENT	42
17.1 Plan Election	42
17.2 Employee Contribution	43
17.3 Wage Equivalency	43
ARTICLE 18 – SENIORITY	43
18.1 Definition	43
18.2 Adjustments to Seniority.....	43

TABLE OF CONTENTS

	<u>Page</u>
18.3 Seniority List.....	44
18.4 Limitations on Use of Seniority Following Transfers or Breaks in Employment.....	44
18.5 Return to Bargaining Unit From Temporary Service Outside Bargaining Unit	44
ARTICLE 19 – POSTING AND FILLING OF POSITIONS	45
19.1 Seniority as Deciding Factor.....	45
19.2 Posting and Filling of Positions Through Unit Posting	45
19.3 Posting and Filling of Positions Through House Wide Posting	45
19.4 Orientation Period.....	46
19.5 Nurses in Disciplinary Process	46
19.6 Limitation on Number of Transfers	46
19.7 Interim Positions	46
19.8 Internship Programs	46
ARTICLE 20 – LAYOFF AND RECALL.....	47
20.1 Definition of Layoff.....	47
20.2 Layoff Procedure	47
20.2.1 Notice of layoff.....	47
20.2.2 Option of employee notified of FTE reduction.....	47
20.2.3 Order of layoff	47
20.2.4 Election to fill vacant position in lieu of layoff or to take severance pay	47
20.2.5 Bumping process.....	48
20.2.6 Qualified	48
20.2.7 Placement introductory period.....	48
20.3 Recall	48
20.4 Layoff Period	49
20.5 Scheduling of Work for Laid Off Nurses	49
20.6 Rate of Pay on Recall from Layoff.....	49
20.7 Severance Pay	49
20.8 Insurance Benefits.....	49
20.9 Restructure	49
20.9.1 Notice.....	49
20.9.2 Bargaining rights and obligations	50
20.9.3 Procedure for affected nurses.....	50
ARTICLE 21 – STAFF DEVELOPMENT	50
21.1 Orientation	50
21.2 In-Service Education.....	51
21.3 Staff Development Opportunities	51
21.4 Staff Development Fund.....	51
21.4.1 Annual establishment of fund.....	51
21.4.2 Distribution	51
21.4.3 Expenditure of funds.....	51
21.4.4 Unexpended funds	51

TABLE OF CONTENTS

	<u>Page</u>
21.5 Staff Development Educational Leave Days	52
21.6 Certification Pay	52
21.6.1 Eligibility	52
21.6.2 Reimbursement of certification or recertification fee	52
21.6.3 Approved certifications	52
21.7 Tuition Benefit Program	52
21.8 OHSU School of Nursing Graduate Classes	53
ARTICLE 22 – GRIEVANCE AND ARBITRATION	53
22.1 General Provisions	53
22.2 Time Limits	53
22.3 Grievance Procedure	53
22.4 Association Representation	55
22.5 Denials of Block Vacation Requests	55
ARTICLE 23 – STRIKES AND LOCKOUTS	56
ARTICLE 24 – RESOURCE NURSES	56
24.1 Position Requirements	56
24.2 13-Week Assignments	57
24.3 Compensation	57
24.4 Educational Leave and Certification Pay	57
24.5 Seniority	58
24.6 Cancelled Shifts	58
24.7 Scheduling	58
24.8 Filling of Positions	58
24.9 Failure to Meet Position Requirements	58
24.10 Interim Positions	58
24.11 Time Off	58
ARTICLE 25 –TRANSPORTATION AND PARKING	58
25.1 Parking Rates	58
25.2 Transportation and Parking Advisory Committee	59
25.3 Liaison	59
25.4 Education and Communication	59
25.5 Night Shift Employees	59
25.6 Meetings Attendance	59
25.7 Unexpected Work	59
25.8 Inclement Weather and Fines	59
25.9 Evening Shift Employees with Monthly Passes	60
25.10 Must Sell List	60
25.11 Multiple Day Sales	60
25.12 Parking Wait List	60
25.13 Space Availability	60
ARTICLE 26 – HEALTH AND SAFETY	60
26.1 Health and Safety Standards	60

TABLE OF CONTENTS

	<u>Page</u>
26.2 Mutual Responsibility.....	60
26.3 Safety Protection Devices.....	60
26.4 Tuberculosis Screening.....	60
26.5 Refusal to Perform Allegedly Unsafe Work.....	61
26.5.1 Opportunity for other suitable work.....	61
26.5.2 Paid/unpaid time lost.....	61
26.6 Exposure to Serious Communicable Disease.....	61
26.7 Safety Committee.....	61
26.8 Drug Free Workplace.....	61
26.8.1 Joint committee.....	61
ARTICLE 27 – COMMITTEES.....	61
27.1 AURN/Management Cooperative Committee.....	61
27.2 Unit-Based Nursing Practice Committees.....	62
27.2.1 Role of UBNPC.....	62
27.2.2 Recommendations, functions and authority.....	62
27.2.3 Activities.....	63
27.3 Professional Nursing Care Committee.....	64
27.3.1 Employer participation.....	64
27.3.2 Interaction with UBNPC’s.....	64
27.3.3 Role as advisory committee.....	64
27.3.4 Education funds and certification list.....	64
27.3.5 Committee members.....	64
27.3.6 Meeting minutes.....	65
ARTICLE 28 – TERM OF AGREEMENT.....	65
APPENDIX A SALARY SCHEDULE.....	67
APPENDIX B OHSU EMPLOYEE BENEFITS COUNCIL.....	70
APPENDIX C OFFICIAL GRIEVANCE FORM.....	72
APPENDIX D SEVERANCE PROGRAM.....	73
MEMORANDUM OF UNDERSTANDING #1 On-Call Positions.....	76
MEMORANDUM OF UNDERSTANDING #2 Resource Nurses – Wage Transition.....	78
MEMORANDUM OF UNDERSTANDING #3 On-Call Staffing in Acute Care Units.....	79
MEMORANDUM OF UNDERSTANDING #4 On-Call Staffing in Labor & Delivery Unit.....	80
MEMORANDUM OF UNDERSTANDING #5 Voluntary On-Call Staffing in Adult Intensive Care Units.....	81
MEMORANDUM OF UNDERSTANDING #6 Predictable Temporary Unit Closures.....	82

TABLE OF CONTENTS

	<u>Page</u>
MEMORANDUM OF UNDERSTANDING #7 Alternative Process for Change in FTE Status.....	84
MEMORANDUM OF UNDERSTANDING #8 Reward/Recognition Program Task Force	86
MEMORANDUM OF UNDERSTANDING #9 Interpreter Pay Task Force	87
MEMORANDUM OF UNDERSTANDING #10 Holiday Leave Bank – Transition Issues.....	88
MEMORANDUM OF UNDERSTANDING #11 Safe Patient Mobilization	90
MEMORANDUM OF UNDERSTANDING #12 Incentive for Reduction of Unscheduled Absences	91
MEMORANDUM OF UNDERSTANDING #13 Strategic Transportation and Parking Advisory Council	92
MEMORANDUM OF UNDERSTANDING #14 Transportation and Parking Administration	93

PREAMBLE

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

ARTICLE 1 – RECOGNITION AND ASSOCIATION SECURITY

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

1.2 Association Security.

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

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

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

ARTICLE 2 – ASSOCIATION PRIVILEGES AND LIMITATIONS

2.1 Lists. The Employer shall furnish electronically to the Association, on a monthly basis, a current alphabetical listing of the names, home addresses, employee identification numbers, phone numbers, hire date, pay rate, and classifications of the employees in the bargaining unit. New hires and terminations shall be indicated on the listing. In addition, the Employer shall, effective April 1, 2008, provide a quarterly listing which shall show the employees' work unit and shift if available, and total hours compensated for the quarter. In the event the Association discloses such information to individuals outside the Association, the Association shall hold the Employer harmless for any liability resulting from the release of such information.

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

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

The notices shall be restricted to the following types:

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

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

Copies of any other materials for posting must be approved by the appropriate Human Resources Director or designee prior to its posting. No demeaning, inflammatory or derogatory material may be posted. For purposes of this section and Section 2.7, the following conduct qualifies as inflammatory: threatening disorder or other normal functioning of the business; maliciously disparaging the Employer or otherwise unduly interfering with the Employer's business interests; inciting prejudice, animosity, discrimination or intimidation against other employees; advocating violence; and/or obscene comments disloyal to the Employer.

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

2.4 Notices to New Employees. Time shall be provided at each new employee orientation so that the Association may distribute to each nurse a copy of this Agreement and copies of the Association membership material. The Association will be allowed a reasonable time during initial employee orientation for explanation of ONA benefits and bargaining representative matters.

2.5 Nurse Representatives. The Association may appoint up to ten (10) Nurse Representatives. The Association shall notify the appropriate Human Resources Director of any changes of the names of the Nurse Representatives.

2.5.1 Paid release hours. The Employer shall provide to designated Nurse Representatives a pool of nine hundred sixty (960) paid release hours annually, July 1 through June 30, for the activities described herein. These activities include investigation of grievances, attending grievance meetings, attending disciplinary meetings, and attending meetings with management representatives regarding Association matters. Nurses seeking to be paid for such activities shall notify their manager in writing prior to engaging in the activities. The manager shall then notify the nurse whether the activities can be undertaken during the nurse's scheduled working hours. No more than eight (8) release hours per week may be used by any given Nurse Representative. The hours referenced in this provision do not include paid time for negotiating team members (see Section 2.8) or for committee activity described in Article 27.

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

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

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

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

ONA shall be permitted the opportunity to submit e-mail messages intended for general distribution to groups of bargaining unit employees greater than fifty (50) total in number to 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, inflammatory or derogatory in nature.

Bargaining unit employees will be permitted access to the Internet during their own time on equipment and locations as permitted by the Employer. Employees shall be limited to no more than 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.

2.8 Negotiating Team. A maximum of four (4) members of the Association's negotiating team, as designated by the Association, shall be compensated for time spent in attendance at negotiations meetings with the Employer. Time spent in attendance at such meetings will not be used in the calculation of overtime. Negotiating team members may be selected from any of the work units represented by the Association. At the discretion of the Association, a reasonable number of unpaid employees may attend negotiation sessions as observers. Consultants may be employed by either party.

ARTICLE 3 – GENERAL PROVISIONS

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

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

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

3.4 Maintenance of Rights and Obligations. The provisions of this Agreement define the rights and obligations of each party regarding the subject matter addressed. They take precedence over past or existing practices that are inconsistent with these provisions. All employee rights and benefits under this Agreement shall remain unchanged during the term of this Agreement unless modified by mutual agreement. The Employer shall not alter any other

employee rights and benefits which are mandatory subjects of bargaining and are well established in the bargaining unit without first notifying the Association and bargaining upon demand in accordance with ORS 243.698. For purposes of this article, “well established” means that the right or benefit is unequivocal, readily ascertainable and accepted by the Association and the Employer over a reasonable period of time.

ARTICLE 4 – MANAGEMENT RIGHTS

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

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

ARTICLE 5 – DEFINITIONS

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

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

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

5.4 Interim Position. A nursing position created to meet a short-term workload need of no more than one (1) year. Nurses in interim positions shall be treated as regular employees in accordance with Article 24.10, unless they opt to continue in a resource nurse capacity pursuant to that provision.

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

5.6 Temporary Nurse. A nurse who has been hired to work for a specific period of time of no greater than twelve (12) months to fulfill specific needs of the Employer.

5.7 Straight Rate of Pay. A nurse's rate of pay in accordance with Appendix A of this Agreement.

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

5.9 Adjusted Service Date. Date used to determine an employee's total years of service at OHSU for purposes of Article 11.2. Years of service include all time in the Employer's service, whether in or out of the bargaining unit. A year of service as a resource nurse will count if the nurse has worked a minimum of 1,040 hours in the employment year. The adjusted service date shall be adjusted for leave without pay (excluding FMLA/OFLA, worker's compensation leave and military leave) greater than fifteen (15) days.

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

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

ARTICLE 6 – EMPLOYMENT PRACTICES

6.1 Equal Employment Opportunity and Affirmative Action.

6.1.1 Non-discrimination in employment. The provisions of this Agreement shall apply equally to all employees in the bargaining unit without regard to age, race, religion, sex, color, disability, national origin, political affiliation, or sexual orientation. The Association further agrees that it will cooperate with the Employer's implementation of applicable Federal and State laws and regulations, including but not limited to Presidential Executive Order 11246 as amended by Presidential Executive Order 11375, pertaining to affirmative action.

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

6.1.3 Process for reporting harassment for non-protected class. OHSU is committed to providing a harassment and hostile free working environment for all of its

employees, regardless of protected class. Accordingly, an employee alleging harassing or hostile type behavior in her/his work environment for a non-protected class may choose to process a complaint through the grievance procedure under this Agreement. If the employee is alleging harassing or hostile behavior at his/her immediate supervisory level, the grievance will be filed at Step 2.

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

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

6.2.2 The Employer will distribute an earnings statement, including accrued paid time off, compensatory time and overtime, on or before the designated payday for each biweekly pay period.

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

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

6.4 Paycheck Errors.

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

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

Two (2) Hospital/Clinic Management Representatives

Two (2) AURN Representatives appointed by the Executive Committee of the AURN

Director of Human Resources

The decision of the board shall be final and binding and the nurse will abide thereby. Recovery will commence the first payroll period following the date the repayment plan becomes final.

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

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

6.4.4 Time limitation. Retroactive adjustment for overpayments or underpayments shall be applied to the period of the error, not to exceed twelve (12) months of such overpayments or underpayments preceding the date of the employee's notification to Payroll or of Payroll's notification to the employee of the error.

6.5 Position Descriptions. Position descriptions shall be reduced to writing and delineate the specific duties assigned to an employee's position. A dated copy of the position description shall be given to the employee upon assuming the position and at such time as the duties of the position are substantially changed. Nothing contained herein shall compromise the right or the responsibility of the Employer to formulate and/or modify position descriptions and to assign work consistent with the descriptions.

6.6 Trial Service Period. All employees shall serve a trial service period of six (6) months or four hundred eighty (480) hours worked, whichever is greater. However, no employee will be required to serve more than one (1) year of a trial service. All employees rehired after ninety (90) days of separation shall serve a trial service period.

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

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

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

6.7 Transfer Introductory Period. A nurse who transfers from one unit to another shall serve an introductory period of three (3) months or 240 hours worked, whichever is greater. If, based upon performance, the Employer determines during the transfer introductory period that the nurse should not be continued in the new position, the nurse will be returned to his or her former position, if available, or will be transferred to another vacant position for which the nurse is qualified, or will be placed on a preferential hire list consistent with the provisions of Sections 20.3 and 20.4. Nothing in this section shall affect the Employer's right to discipline or discharge for just cause under Section 6.10.

6.8 Performance Appraisals. Each manager will provide a formal performance evaluation for each employee, at least annually, and provide informal feedback and coaching to employees as appropriate. If the manager is not a registered nurse, and the Employer or the nurse has concerns related to the nurse's practice of nursing, then an RN supervisor will participate in evaluating the RN on her/his performance related to the practice of nursing.

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

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

6.9 Individual Development Plans.

6.9.1 Non-disciplinary tools. The parties recognize that mutually agreed upon individual development plans are not disciplinary actions. An individual development plan shall serve as a constructive tool to aid an employee in developing skills and/or improving performance. Such plans are distinct from work correction plans, which may be utilized as part of a disciplinary process.

6.9.2 Development of plan. When an employee makes a written request to her/his supervisor for an individual development plan, or a supervisor initiates an

individual development plan, the supervisor and employee shall mutually develop such an individual development plan within a reasonable period of time. Each individual development plan is expected to delineate job requirements, expectations and objectives.

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

6.10 Discipline and Discharge.

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

6.10.2 Just cause. 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.

6.10.3 Pre-disciplinary notice and investigation. A written pre-disciplinary notice shall be given to employees who have served their initial trial service period and against whom a charge is presented which might result in discharge. Such notice shall include the known complaints, facts and charges, and a statement that the employee may be dismissed. The employee shall be afforded an opportunity to refute such charges or present mitigating circumstances to the Employer at a place, time and date set forth in the notice which date shall not be less than ten (10) calendar days from the date the notice is sent. The employee shall be permitted to have an official representative present. At the discretion of the Employer, the employee may be suspended with or without pay or be allowed to continue to work, as specified in the pre-disciplinary notice. The pre-disciplinary investigation will be completed and notification given to the employee no later than eighteen (18) calendar days from the day the pre-disciplinary notice was sent.

6.10.4 Investigatory interviews. Employees covered by this Agreement have the right to request union representation at an investigatory interview conducted by the Employer which the employee reasonably believes might result in disciplinary action. Employees who are asked to attend such an investigatory interview will be notified in advance of the general topic. Moreover, if prior to or during an investigation the Employer has probable cause to believe that a crime has been committed by the employee under investigation, the Employer will advise the employee of the employee's right to continue the investigation under the *Garrity* rule.

6.10.5 Unauthorized absence from duty. Any unauthorized absence of an employee from duty shall be deemed to be an absence without pay and may be grounds for disciplinary action. Any employee who is absent without authorization for two (2)

scheduled workdays within twelve (12) months may be deemed to have resigned after a review by Human Resources. When extenuating circumstances are found to have existed, however, the Employer may authorize such absence by a subsequent approval of leave with or without pay.

6.10.6 Prohibited basis for disciplinary action. No employee shall be subject to disciplinary action or separation for:

- a. Disclosure, not prohibited by law, of violation of laws, rules, other improper action or inefficiency of superior officers or fellow employees.
- b. Adherence to the Nurse Practice Act (ORS Chapter 678).
- c. Adherence to the Oregon Administrative Rules Chapter 851 established by the Board of Nursing pursuant to the Nurse Practice Act.

6.10.7 TTE and nurse locator systems. Employees shall not be disciplined based solely upon data obtained from the Telephone Time Entry (TTE) or nurse locator systems.

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

6.10.9 Employees' non-compliance with requirements. The Employer shall provide a reasonable opportunity for employees to obtain their required education, preferably during the employee's normal hours of work, or as authorized paid time, away from patient care responsibilities. Employees who fail to comply with mandatory and regulatory-required education, testing, immunization or treatment will be placed on Leave Without Pay (LWOP) until they have achieved compliance or until the conclusion of any pre-disciplinary proceeding. Non-compliance will be grounds for disciplinary action up to and including dismissal.

6.11 Personnel Files.

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

6.11.2 Personnel file contents. Records pertaining to an individual's qualifications, personnel actions, performance evaluations, commendations, warnings, or other disciplinary matters shall be contained in the personnel file.

6.11.3 Removal of materials. Written disciplinary notices for conduct other than theft, willful misrepresentation, conduct threatening or endangering the safety of others in the workplace, or discrimination, harassment or assault/violence (as defined by

law) against another person, shall be removed from a nurse's personnel file after two (2) years, upon written request of the nurse to Human Resources, provided there have been no incidents of a similar nature in the interim.

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

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

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

6.15 Contracting Out. The Employer may determine to contract or subcontract work, provided that as to work which is presently and regularly performed by employees in the bargaining unit, the Employer agrees to negotiate, upon request by the Association, the decision and its impact prior to implementation. In such event, the parties shall negotiate until they reach either agreement or impasse within a period of ninety (90) days. It is specifically understood that such negotiations are not required in (1) emergency situations or (2) where the impact is minimal.

6.16 Removal of Functions from Bargaining Unit. Should the Employer determine that a function or functions performed by a registered nurse should be removed from or transferred outside of the bargaining unit, the Employer will be responsible for submitting the proposal to all members of the AURN/Management Cooperative Committee as set forth in Section 27.1 to provide them an opportunity for review and comment. Within thirty (30) days of receipt of the proposal, the Association's representatives on the committee may call a meeting of the entire committee to present comments and recommendations on behalf of the represented employees.

ARTICLE 7 – HOURS OF WORK

7.1 Work Period and Work Day.

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

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

7.1.3 Twelve-hour shifts. Twelve-hour shifts may be initiated by the Employer in a unit, subject to the following provisions:

- a. Employees who work 12-hour shifts will, consistent with Section 9.1.1, be paid overtime for all hours worked in excess of 12 in a day or in excess of 40 in a work week.
- b. Employees working 12-hour shifts will be provided meal and rest periods consistent with Section 7.4, including three (3) 15-minute rest periods.
- c. The Employer will establish a 12-hour shift starting time consistent with the operational needs of the unit.
- d. Notwithstanding any other provision in this Article 7, an employee may consent, but may not be required, to work more than three (3) consecutive 12-hour shifts.
- e. Nurses shall not be required to transition to 12-hour shifts without their consent except in the event of a unit restructure, in which case the Employer will not require all nurses on a unit to transition to 12-hour shifts without the Association's consent.
- f. When consistent with operational need, the Employer will consider the requests of employees who desire to change from 12-hour shifts to shifts of a shorter length.
- g. When an open position exists on units where a mixture of 12-hour shifts and shifts of a shorter length currently exist, a mixture of such shifts will be maintained if, and to the extent that, the schedules of shorter length shifts can be coordinated to provide the necessary staffing coverage on the unit.

7.2 Scheduling of Work.

7.2.1 UBNPC involvement. Each department's Unit Based Nursing Practice Committee will be permitted the opportunity to provide recommendations in the following areas in the development and implementation of unit specific scheduling practices:

- a. Identifying a deadline for submitting requests for time off (with the exception of vacations) before/after the schedule is posted;
- b. The distribution of open/available shifts, selecting the most cost effective staffing option(s) available;
- c. The methodology for completing the schedule (e.g., a single individual responsibility, each shift is responsible for their own);

- d. An assessment, in conjunction with its review of the Staffing Plan, of the minimum number of staff needed to cover the department, sick leave usage, staffing alternatives such as self-scheduling and more part-time positions, and on-call scheduling and utilization;
- e. The mechanism used by staff for trading shifts after the schedule is posted;
- f. Staffing options which may decrease the number of weekend shifts staff would need to work; and
- g. Problem-solving of scheduling issues.

7.2.2 Order of scheduling. Employees shall be scheduled for work in the following order:

- a. Nurses fulfilling their FTE requirements. This category includes nurses filling regular FTE positions on a temporary or interim basis.
- b. Traveler nurses with a multiple week contract
- c. Temporary nurses
- d. Laid off nurses who have complied with the requirements of Article 20.5
- e. Resource nurses meeting their minimum shift obligation
- f. Regular nurses working above their assigned FTE at the regular rate of pay (including nurses opting to work without CNI pay on a critical need incentive shift)
- g. Resource nurses working beyond their minimum shift obligation
- h. Regular nurses working a critical need incentive shift
- i. Nurses working overtime (over 40 hours or scheduled shift length) or double back (when not part of their FTE requirement)
- j. Daily assigned (per diem) agency nurses

Traveler or agency nurses referenced above may be hired to fill a posted temporary or interim staffing need that qualified Resource Nurses have not chosen to fill. Any non-temporary position filled by a traveler or agency nurse must remain posted until filled by a regular nurse or vacated by the traveler/agency nurse.

7.2.3 Posting of schedules. Employee work schedules shall be posted at least twenty-eight (28) days in advance of their effective date except where an emergency precludes such advance notice or where a schedule change is mutually agreed to by the affected employee(s). Nurses may voluntarily request and/or consent to be scheduled to

work in excess of five (5) consecutive 8-hour days, but shall not be required to do so except in cases of emergency.

7.2.4 Reassignments. 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.

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

7.3 Adjustment of Shift Lengths. Current employees may have their shift lengths adjusted based on operational need of the unit with thirty (30) days' written notice. Such shift length changes shall not cause involuntary FTE reduction. Employees currently working shifts of eight (8) or more hours will not be involuntarily changed to shifts of less than eight (8) hours per day. This provision does not apply to shift curtailments under Section 7.12 or to involuntary reductions under Article 20.

7.4 Meal and Rest Periods.

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

7.4.2 Rest periods. Employees shall be provided a fifteen (15) minute rest period for each four (4) hours worked. Whenever possible, employees will be allowed to take their rest periods away from the immediate work area. If rest periods are missed due to operating requirements, arrangements will be made to provide rest periods at alternative times, including, at the Employer's discretion, combining rest periods with meal periods or leaving prior to the end of the shift.

The Employer will make every effort to provide relief so that rest periods may be taken. When, despite such effort, none of the options for allowing rest breaks at alternative times is feasible because of the operating requirements of the Employer, the employee will be compensated at the straight time rate of pay.

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

7.6 On-Call. On-call is a method of contingent staffing used to provide staff as a response to emergency or after-hours needs, supplementing regularly scheduled RNs. On-call hours will be equitably distributed for each department according to the number of on-call hours required and the number of FTE registered nurses in the department authorized to take call. Equitable distribution shall be interpreted broadly to meet the unique needs of each department. Each department's on-call standard will be established by the UBNPC and the manager.

Registered nurses shall take call for patient populations for whom they are qualified to care. Reasonable efforts will be made to avoid using on-call staff to cover for unscheduled absences.

7.6.1 Mandatory scheduled call units. Scheduled call shall be mandatory for all Perioperative Services units, Adult Trauma ICU (limited to one (1) twelve-hour shift per nurse per scheduling period), PANDA, Care Management, Angiography, Cardiac Cath and Transplant Coordinators. In the above-named units, call shall be assigned on a consensus-based UBNPC model or, if no such model yet exists on the unit, first on a voluntary basis and then on an equitable rotational basis (broadly defined per Section 7.6 above), in inverse order of seniority.

7.6.2 On-call following shift cancellation. In the Adult Intensive Care Units (ICU's) and the Labor & Delivery Unit, the Employer may require employees whose shift(s) have been canceled to remain on-call for the first four (4) hours of their shift(s) or one-half (1/2) of the length of their shift(s), whichever is greater. This applies to regularly scheduled shift(s) for regular and resource employees. Once called in, the employees are obligated to work the duration of the shift(s) they were originally assigned (unless released by the charge nurse). Released employees will not be required to be on-call for the remainder of their assigned shift unless they volunteer.

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

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

- a. The employee is required to leave word with the Employer where she/he can be contacted during a specified period of time or carry an active paging device as provided by the Employer; and
- b. The employee is required and must be prepared to immediately commence full-time work if the need arises.

7.6.5 Work on next scheduled shift. An employee who works while on call prior to the employee's regularly scheduled shift, and who wishes to have a sufficient period of rest prior to returning to work for the scheduled shift, may request not to work a portion of that shift. The employee must make the request no later than the end of the on-call time worked. The Employer agrees to make every reasonable effort to grant the employee's request. The Employer may require the employee after eight (8) hours of rest to report to work for the remainder of the employee's scheduled shift. When time off is granted, an employee may choose to use paid time off (i.e., either holiday and vacation time or comp time) or take leave without pay.

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

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

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

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

7.7.3 Notice of cancellation. Nurses shall receive twenty-four (24) hours notice of cancellation of a scheduled standby shift. The nurse shall receive four (4) hours of standby compensation if the Employer fails to provide such notice.

7.8 Weekend Scheduling. It is the policy of the Employer to schedule those nurses who so desire every other weekend off, with the exception of those nurses who have signed an authorization to work consecutive weekends. Nurses who have volunteered to work consecutive weekends may withdraw such authorization upon two (2) weeks’ written notice prior to the date a new schedule must be posted.

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

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

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

7.10.1 If the employee does not receive notification and the employee reports for her/his regularly scheduled shift, she/he shall be paid for the full shift of work.

7.10.2 When weather conditions require the closing or curtailing of operations after the employee reports to work, the employee shall be paid for the remainder of her/his work shift. If the employee requests to stay at the work site, the Employer will make an effort to arrange overnight lodging at the work site.

7.10.3 When the employee's work area remains open the employee shall suffer no loss of pay if she/he misses less than two (2) hours of work due to the inclement weather, provided the employee has made every reasonable effort to report to work as scheduled.

7.10.4 When the employee's work area remains open but the employee is unable to report to work because of inclement weather, the employee may use vacation or compensatory time or take leave without pay. At the discretion of the immediate supervisor an employee may make up time lost, provided it does not require the payment of overtime.

7.10.5 If the Employer provides or pays for an employee's transportation to work during inclement conditions because of a need to have the employee at work, then the Employer will also provide or pay for the employee's transportation home at the end of the employee's shift.

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

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

7.11.2 Posting. If the job share arrangement is approved, it will be posted on the unit to allow any nurse on the unit to bid upon one of the portions. The most senior nurse(s) applying for the job share positions will be awarded the position(s). The newly created job share positions will become effective at the next regularly posted scheduling period.

7.11.3 Withdrawal of job share participant. If a job share participant resigns or transfers from the job share position, the remaining position portion will be posted on the unit. If no one bids upon the remaining portion, the remaining nurse must return to the original position FTE.

7.12 Shift Curtailment and Cancellation.

7.12.1 Shift curtailment. Shift curtailment occurs when an employee does not work a portion of his or her scheduled shift due to lack of work. Shift curtailments may

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

7.12.2 Shift cancellation. A shift cancellation occurs when an employee does not work any portion of the scheduled shift because of lack of work. The Employer may place the Adult Critical Care and Labor & Delivery employees on-call consistent with the provisions of Article 7.6.2. Other employees may choose to be on-call at the Employer's request, or remain at home using accrued leave or leave without pay at the employee's discretion.

7.12.3 Report pay and notice requirements. An employee who reports to work for a scheduled shift without having received notice of shift cancellation or is curtailed will be paid for a minimum of four (4) hours or one-half (½) of her/his scheduled shift, whichever is greater. An employee who receives notice of shift cancellation at least two (2) hours prior to the beginning of the scheduled shift is not entitled to any minimum pay for the scheduled shift. An employee who receives notice of shift cancellation prior to reporting to work but less than two (2) hours prior to the beginning of the scheduled shift will be paid for a minimum of two (2) hours. The obligation to pay under this paragraph will not apply when interruptions of work are caused by an Act of God, except as provided in Section 7.10. Nothing herein is intended to deny the Employer the right to require the employee to work during the period for which the employee is being paid.

7.12.4 Lack of work on a holiday. If a department anticipates a lack of work on or adjacent to a holiday, it shall make a reasonable effort to so notify employees. When there is a general closing of a department for a day, on or adjacent to a holiday, the Employer will not be expected to grant the right to work to any employee in that department on that day. However, when work is available, an employee may make up the time, upon approval of the manager, provided it is in the same work week or extended work week and the work does not result in the payment of overtime.

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

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

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

- a. Daily assigned (per diem) agency nurses.
- b. Nurses working a critical need shift in addition to working overtime (over 40 hours or scheduled shift length) or double back (not part of FTE requirement)
- c. Nurses working overtime (over 40 hours or scheduled shift length) or double back (not part of FTE requirement)
- d. Nurses working a critical need incentive shift or other work incentive
- e. Volunteers (who must use available accrued time if a resource nurse is working)
- f. Resource nurses working beyond minimum shift obligation ("resource other") or nurses working beyond FTE requirement ("regular other") who signed up after the schedule was posted (to be curtailed/canceled in inverse order of sign-up)
- g. Resource other who signed up prior to the posting of the schedule
- h. Regular other who signed up prior to the posting of the schedule
- i. Resource nurses working minimum shift obligation
- j. Laid off nurses (in accordance with Section 20.5)
- k. Temporary nurses
- l. Traveler nurses with a multiple week contract
- m. Nurses fulfilling their FTE requirements (including nurses working a double back during their regularly scheduled shift and nurses filling interim positions)

For nurses falling under (m) above, curtailment/cancellation shall occur on a rotational basis, in inverse order of seniority, except where operational needs of the unit may require otherwise. A regular nurse on the unit shall not be curtailed or cancelled for work on that unit before a Float Pool nurse. The intent of this provision is that nurses

who are curtailed/canceled one day shall not be curtailed/canceled again until all other nurses regularly scheduled for that shift have been curtailed/canceled for approximately the same number of hours. Volunteer hours shall count in the rotation tally. Nurses who are canceled and who then find work in another area may not count the hours as part of a cancellation rotation.

7.13 Floating.

7.13.1 Nurses required to float within OHSU inpatient or outpatient areas will receive adequate orientation. Unit orientation will be developed by UBNPC's.

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

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

ARTICLE 8 – WAGES

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

8.1.1 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.

8.1.2 Approval of the educational differential for BSN and MSN requires presentation of the diploma, transcript, or suitable document showing receipt of the degree from an accredited college or university. For other degrees, a transcript and appropriate justification statement must be provided.

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

8.3 New Hires.

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

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

8.4 Economic Rewards. The Employer agrees to notify the Association of any proposed lump sum bonus or economic reward. In such case, the provisions of ORS 243.698 shall apply and the provisions of Article 23, Strikes and Lockouts, will be waived. Such mid-term bargaining shall not commence within 180 days prior to the expiration of this Agreement.

8.5 Travel Expenses and Allowances. Travel expenses and allowances will be in accordance with the Employer's policies. In the event that the Employer seeks to make a substantive change in its policies, it will notify the Union of such change at least thirty (30) days prior to implementation, and will bargain upon request regarding such change.

ARTICLE 9 – OVERTIME AND PREMIUM PAY

9.1 Overtime.

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

9.1.2 Overtime rate. All eligible employees shall be compensated at the rate of time and one-half (1-½) 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 (1-½), or to effect a "pyramiding" of overtime, i.e., time and one-half of time and one-half.

9.1.3 Double time. Employees who work over sixteen (16) consecutive hours shall be paid double time for each consecutive hour or fraction of in excess of sixteen (16) hours. Double time shall be paid at the overtime rate of time and one-half (1-½) the regular rate of pay plus an additional one-half (½) the straight rate of pay.

9.1.4 Calculation of overtime. All time spent on-call but not called into work and all overtime hours will not be counted as time worked in the calculation of overtime. All other hours worked by an employee, as well as scheduled vacation time, will be counted in the calculation of overtime.

9.1.5 Avoidance of overtime. The Employer has developed staffing procedures and guidelines which minimize the need for nursing personnel to work overtime shifts on a mandatory basis. Staffing procedures include identification of staffing deficiencies as early as possible and the pursuit of non-overtime available resources. Resources will be accessed in the following order:

- a. Managers identify scheduling needs and available work monthly in like units.
- b. Float pool nurses, resource nurses and part-time nurses are encouraged to fill holes.
- c. Deficiencies in like units are reviewed twice weekly.
- d. Centralized Staffing assigns nurses to float.
- e. Volunteers are solicited from among those nurses at work.
- f. Volunteers are solicited from among those nurses at home.
- g. Volunteers are solicited for overtime assignments.
- h. Local Agencies who provide daily coverage are contacted and utilized to prevent mandatory overtime.
- i. Overtime is assigned.

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

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

9.2.1 On-call hours worked. For purposes of this article, on-call hours worked will constitute a shift and serve as the last hours worked in counting the eight (8) hours between shifts. Employees may, however, be called in to work from on-call status up to one (1) hour contiguous to the start of their regularly scheduled shift, without the Employer incurring double back liability when the need prompting the call-in results from an unscheduled event. Employer relief from double back pay under this exception is limited to one (1) shift per nurse in a rolling three (3) month period.

9.2.2 Employee-requested shifts. Employees, including resource nurses, requesting work shifts or schedules creating the need for double back pay will not receive time and one-half (1½) unless approved in advance by the employee's manager.

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

9.3 Other Forms of Premium Pay.

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

9.3.2 Telephone calls. Nurses assigned on-call and required to respond to telephone calls as part of their responsibilities shall be compensated at one and one-half (1½) their straight rate of pay. Time spent shall be compensated in six (6) minute segments, but in no event less than eighteen (18) minutes per response during the hours of 11:00 p.m. to 7:00 a.m. and at other times no less than twelve (12) minutes per response.

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

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

9.4 Compensatory Time. A regular employee may elect, in lieu of receiving payment for overtime hours, for hours worked beyond the employee's FTE status or for the

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

ARTICLE 10 – DIFFERENTIAL PAY

10.1 Charge Nurse. A charge differential in the amount of \$2.85 per hour shall be paid to a nurse who has been assigned charge duties by the Employer for at least two (2) consecutive hours. When charge duty occurs on a holiday worked, the charge differential shall be paid at the rate of time and one-half (1½ x).

10.2 Shift Differential.

10.2.1 Evening shift. Employees shall be paid an evening shift differential of \$2.20 per hour for all hours worked between 3:00 p.m. and 11:00 p.m. in inpatient areas, and between 5:30 p.m. and 11:00 p.m. in outpatient areas. The Employer shall notify the Association thirty (30) days in advance of any changes in hours of operation in outpatient clinics which create an evening shift starting at 3:00 p.m. or later, or any change of an inpatient area to an outpatient area.

10.2.2 Night shift. Employees shall be paid a night shift differential of \$6.00 per hour for all hours worked between 11:00 p.m. and 7:00 a.m.

10.2.3 Recording of meal period. For purposes of determining the application of shift differential under this section, an employee's 30-minute meal period will be recorded as having occurred at the end of the employee's scheduled shift.

10.3 Call Pay. Time spent on-call shall be compensated at the rate of \$4.50 per hour. On-call pay will continue to be paid, in addition to the appropriate rate of pay, for any time worked during a call shift. If an RN is assigned on-call in excess of the number of on-call standard hours established per nurse in the department, the RN will be compensated at a rate of \$5.00 per hour for all excess assigned hours. On each of the holidays designated in Section 9.4.3, time spent on-call shall be compensated at one and one-half times the normal call rate.

10.4 Standby Pay. A qualified OR Registered Nurse assigned to "standby" status status in accordance with Section 7.7 shall be compensated \$100.00 per eight (8) hour standby shift.

10.5 Preceptor Differential. A preceptor differential shall be paid to eligible preceptors in the amount of \$2.00 per hour for each hour worked as a preceptor. An eligible preceptor shall be defined as a nurse who has completed the Division of Nursing Preceptor Education Program and who has been assigned by the manager to act either (1) as a preceptor to new RN hires, RNs participating in internship programs or student nurses, or (2) as a Clinical

Teaching Associate for an immersion student. Charge nurses who meet the foregoing conditions shall similarly be eligible for preceptor pay.

10.6 Weekend Differential. A weekend differential shall be payable for all hours worked at the request of the Employer between 11:00 p.m. Friday and 11:00 p.m. Sunday. The amount of the differential shall be ten percent (10%) of the nurse's straight rate of pay for the first four (4) weekend shifts worked, and fifteen percent (15%) of the straight rate of pay for all additional weekend shifts worked (unless waived by the nurse), in a posted work cycle.

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

10.8 Float Differential. Nurses in inpatient areas who float off of their home unit at the Employer's request on two (2) or more shifts in a pay period shall receive a float differential of \$2.00 per hour for all hours floated in the pay period.

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

10.9.1 Regular nurses whose FTE status is no less than 0.75, and who agree to work at least four (4) of the holidays (including at least one of the 3 winter holidays) listed in Section 9.4.3, shall receive a differential of \$8.00 per hour. A Float Pool nurse in this category shall not be canceled from a holiday shift before comp/vacation requests are honored in other units where the Float Pool nurse is qualified to work.

10.9.2 Regular nurses whose FTE status is less than 0.75 but at least 0.5 shall receive a differential of \$4.00 per hour.

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

10.9.4 Nurses receiving differential pay under this section shall not be eligible for CNI pay under Section 10.11. Employees in a job sharing arrangement do not qualify for any of the differentials herein.

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

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

10.10 Interpreter Pay. An employee shall receive an annual interpreter certification bonus of \$1,000 per year if (1) the employee is proficiently bi-lingual in English and one of the languages determined by the Employer to be the most prevalent in the Employer’s patient population, which may be amended from time to time (currently Spanish, Russian, Vietnamese, Chinese, Serbo-Croatian and American Sign Language) and (2) the employee has been certified by the Employer’s Translation and Interpreter Services Department as a “certified medical interpreter.”

10.10.1 Bonus payment. 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 their manager prior to close of the applicable pay period. The effective date of the certificate will determine the year in which the bonus will be paid (i.e., if the effective date is after the commencement of pay period twenty-four (24), the bonus will be paid the following year). Only one medical interpreter certification will be compensated per RN employed at .5 FTE and above.

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

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

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

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

10.11.1 CNI rate. All designated Critical Need Shifts will be compensated with a ten dollar (\$10.00) per hour differential. This differential shall be in addition to all other monies due an employee. CNI rates may not be negotiated individually with a

nurse for a specific shift. The Critical Need Incentive rate may be adjusted upward or downward in response to various circumstances, but will not be reduced below \$10.00 per hour. If such a general adjustment becomes necessary, the Employer shall give written notice one full pay period in advance of the effective date to the Association. Further, the intent is to fill difficult shifts as early as possible in the scheduling process in order to minimize last minute staffing problems. A higher rate may be established to reward early sign-up.

10.11.2 Designation of CNI shifts. A shift shall be designated a CNI shift on a unit under any of the following circumstances:

- a. Where baseline staffing is ten (10) or less, staffing on the unit is one (1) nurse below the appropriate staffing level, adjusted for census and acuity, as determined by the Division Director or designee.
- b. Where baseline staffing is more than ten (10), staffing on the unit is (2) nurses below the appropriate staffing level, adjusted for census and acuity, as determined by the Division Director or designee.
- c. As otherwise deemed necessary by the Employer.

Where CNI is to be applied on a cluster basis, a shift shall be designated as a CNI shift where staffing is below the appropriate staffing level for the cluster based on each of the units that comprise the cluster (e.g., if the cluster is comprised of four (4) units where baseline staffing is more than ten (10), automatic designation of CNI shall occur when staffing for the entire cluster is eight (8) or more below the aggregate staffing level for the cluster). The Employer will notify the Association of those areas in which CNI is to be applied on a cluster rather than a unit basis.

Once a shift has been identified on a unit or CNI cluster as a Critical Need Incentive shift, any FTE nurse in the unit or CNI cluster who works the shift as an “extra” shift shall receive the pay differential, regardless of the date he/she agreed to work the shift so designated, unless the nurse elects to waive payment of the differential in order to avoid cancellation/curtailment prior to a resource nurse.

10.11.3 Availability of CNI. The incentive will be available to regular nurses, including nurses holding interim or temporary positions. To be eligible for the incentive, a nurse must work all of his or her regularly scheduled hours, other than hours not worked due to shift cancellation/curtailment or prescheduled paid time off, during the applicable workweek. For purposes of this paragraph, pre-scheduled time off shall include all time approved in accordance with Section 14.3, Bereavement Leave. The incentive will not apply to stand-by shifts, to education or meeting time, to a shift picked up for another nurse who is not eligible for CNI, or to shifts of less than four (4) hours. If a CNI shift is curtailed, the Critical Need Incentive will be paid for all hours worked. Cancellation of nurses from a Critical Need Incentive shift shall occur in reverse order of their commitment to work such shift.

ARTICLE 11 – HOLIDAY AND VACATION BENEFITS

11.1 Accrual of Vacation and Holiday Time. All regular employees are eligible to accrue holiday and vacation benefits. Vacation and holiday leave time shall be accrued on the basis of hours compensated, including hours compensated from an employee’s vacation and holiday leave or sick leave account. An exception will apply when an employee elects, pursuant to Section 9.4, to bank hours worked as compensatory time in lieu of cash payment, in which case vacation and holiday time shall accrue on the hours worked (rather than hours later compensated from a compensatory time bank). Vacation and holiday time shall not accrue on on-call hours or on hours cashed out. Vacation and holiday time shall accrue at the following accrual rates:

Years of Service	Accrual Rate	Maximum Annual Vacation and Holiday Time Accrued
0 months through 5 th year	.0923 hours	192 hours
After 5 th year through 10 th year	.1039 hours	216 hours
After 10 th year through 15 th year	.1154 hours	240 hours
After 15 th year through 20 th year	.1270 hours	264 hours
After 20 th year	.1385 hours	288 hours

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

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

11.3 Return After Separation. Employees who have been separated from employment and return to a regular position within two (2) years shall be given credit for their prior service for purposes of this article. Employees who return to a resource nurse position shall, upon subsequently moving to a regular position, be given credit for their prior service in addition to any credit they receive pursuant to Section 5.9.

11.4 Ceiling. Vacation and holiday hours may accumulate to a maximum of 364 hours. To avoid losing vacation and holiday time accumulation, a nurse who is approaching the 364-hour maximum is expected to manage time off to avoid any accrual loss. The nurse must request vacation and holiday leave at least thirty (30) days in advance of reaching an accrual level that endangers future accruals. The nurse manager will make reasonable efforts, consistent with the scheduling provisions of this article, to afford the nurse requested time off. If, due to unit operational needs, the Employer is unable to grant time off, the nurse manager will alert Payroll that all excess vacation and holiday hour accruals up to a maximum of seventy (70) hours will be placed in a hold bank until such time as time off can be arranged to reduce the balance

below the maximum. Vacation and holiday accruals shall not remain in a hold bank for more than six (6) months. In the absence of a proper request for time off, accruals will cease until the balance drops below the maximum.

ARTICLE 12 – UTILIZATION OF BENEFIT TIME

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

12.2 Unscheduled Absences. Unscheduled absences due to illness shall be compensated from employees' sick leave or compensatory time banks. Employees may not access their vacation and holiday time bank for unscheduled absences unless (1) the absence is FMLA/OFLA qualified (in which case the employee may elect whether to use vacation and holiday time) or (2) as provided in Section 12.2.1 below. Unscheduled absences for personal reasons for which sick leave is not allowable under Article 14 (*e.g.*, tardiness or unexpected early departure) shall be compensated from employees' vacation and holiday time or compensatory time banks. The Employer's willingness to allow the use of benefits intended for scheduled leave time for these incidental unscheduled absences does not protect the employee from discipline for poor attendance, if warranted in the judgment of the Employer.

12.2.1 Special requests for use of vacation and holiday time. Employees wishing to use vacation and holiday time for unscheduled absences due to illness will make the request for such use in writing to their immediate supervisor and the Chief Nurse Executive (CNE). The immediate supervisor will review the employee's record and forward to the CNE an evaluation of the employee's individual circumstances. The CNE's decision will be communicated via email to the nurse with a copy to the nurse's immediate supervisor and Division Director and the Association's labor representative. A designee will be appointed in the absence of the CNE to act on all requests received. Denials may be appealed in accordance with the expedited grievance process set forth in Section 22.5.

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

12.4 Cashout of Benefit Time.

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

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

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

12.5 Donation of Leave. Employees may donate their vacation time or compensatory time to the sick leave bank of an employee who has completed his or her initial trial service if the employee meets the following conditions:

- a. The employee, or a member of the employee's immediate family (parent, child, in-law equivalent of parent or child, spouse, spousal equivalent, sibling, grandchild or grandparent) or household, has an extended or catastrophic illness or injury;
- b. The employee has exhausted all vacation, compensatory time and sick leave; and
- c. The employee does not qualify for disability insurance benefits, worker's compensation coverage or retirement benefits.

12.5.1 Donation methodology. 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 recipient employee's sick leave bank at her/his hourly rate. Unused donated leave may not be recovered by the donor employee.

12.5.2 Approval process. Individuals may make donations to a specified eligible employee following approval by the Human Resources Department. Individuals may also indicate their intent to donate vacation benefits to any eligible but undesignated individual in need by sending a memo to Human Resources. Human Resources will maintain a registry of available donors. Employees who believe they meet the above criteria may make a request for such undesignated leave by contacting Human Resources.

ARTICLE 13 – VACATION LEAVE ADMINISTRATION

13.1 General Policies and Requirements. Employees are encouraged to utilize vacation time on a scheduled basis for rest and relaxation. Vacation opportunities will be defined on a unit basis, based on employees' annual allotments (see 13.5.1), and shall be

distributed equitably throughout the year. The Employer shall distribute vacation opportunities considering recommendations from the Unit Based Nurse Practice Committees (UBNPCs) for meeting operational needs. There will be a written definition of staffing requirements to meet operational needs posted in each unit.

13.2 Submission of Vacation Requests. Vacation requests must be submitted in writing. Employees are responsible for tracking their own vacation accruals and for accurate completion of the time-off request form. The Employer will make the vacation form and electronic calculation available on-line no later than September 1, 2011. Incomplete or inaccurate forms will be returned to the employee for re-submission

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

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

Block One: February, March, April and May. Requests must be submitted on or before October 1. The manager will provide a response by October 31.

Block Two: June, July, August and September. Requests must be submitted on or before February 1. The manager will provide a response by February 28.

Block Three: October, November, December and January. Requests must be submitted on or before June 1. The manager will provide a response by June 30.

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

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

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

Years of Service	Annual Allotment
0 months through 5 th year	192 hours
After 5 th year through 10 th year	216 hours
After 10 th year through 15 th year	240 hours
After 15 th year through 20 th year	264 hours
After 20 th year	288 hours

13.5.2 Denied in-block. Employees whose in-block request for annual allotment time was denied shall be given the opportunity to select from remaining available vacation time within that block, before requests for time exceeding an employee's annual allotment are granted.

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

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

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

13.5.6 Remaining available vacation time. Block calendars showing approved vacations and remaining available vacation time shall be posted in each workplace on or before October 31, February 28 and June 30 for the respective blocks.

13.6 Application of Seniority. Employees are encouraged to discuss and resolve vacation request conflicts, and unit managers are encouraged to facilitate such discussions. In-block vacation requests shall be granted on the basis of seniority except as provided in this article. Employees whose annual allotment request has been approved for the end of one block and the beginning of another, however, shall not be displaced by a more senior employee requesting vacation for the next block.

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

13.6.2 Special circumstances requests. An employee may, no more than once every five (5) calendar years, exercise his or her option superseding seniority by requesting vacation time that is needed more than one block in advance but within two

(2) years of the request for a special circumstance (*e.g.*, a wedding or graduation). This option will be deemed exercised at the time the vacation is granted. Employees whose request is approved shall not be displaced by an employee subsequently requesting vacation for the same time. Nor may an employee whose request is approved contemporaneously exercise any option under Section 13.6.1 for the same block. Employees who withdraw their special circumstance request prior to the in-block deadline for the affected block will be deemed not to have exercised this option. Upon completion of the vacation, the next five (5) year cycle begins.

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

- a. March 15 through April 15 (spring);
- b. June 15 through September 15 (summer);
- c. The fourth (4th) week in November (fall); and
- d. December 15 through January 1 (winter).

13.8 Out-of-Block Requests. Requests for time off submitted after block deadlines shall be granted based on available vacation time slots reflected in the block calendars. They shall be granted on a first-come, first-serve basis, by date of receipt of the request. In case of a tie, priority will first be given to an employee who has not used his/her annual allotment, and thereafter by seniority. Out-of-block requests must be submitted in writing and received at least two (2) weeks prior to the posting of the affected schedule. The manager shall respond in writing as soon as possible, not to exceed two (2) weeks during non-in-block time lines or 30 days during in-block time lines after the request is received.

13.9 Requests After Posting of Schedule. It is the nurse’s responsibility to obtain coverage for vacation requests after the schedule has been posted. Prior to obtaining coverage, the nurse must review his/her request with the manager or designee to determine whether operational needs would be satisfied if the request were approved. Schedule adjustments resulting from such requests may not lead to overtime. Upon agreement by the manager, the employee may seek to obtain coverage either by trading shifts with another nurse or by recruiting a part-time nurse or a resource nurse to pick up additional shift(s). The manager may also choose to approve time off without requiring the employee to obtain coverage.

13.10 Cancellation of Vacation Time. The Employer may not cancel vacation time that has been approved, except in cases of emergency. If, however, an employee does not have sufficient or projected vacation or compensatory time accruals at the time the schedule containing the time off requested is posted (excluding accruals used due to any cancellation or curtailment), the employee, after having been consulted, shall have his/her vacation time off adjusted to reflect available accruals. If an employee cancels scheduled time off after the schedule is posted, the employee shall be placed back on the schedule for the relevant time period into unfilled shifts. UBNPC’s may recommend other procedures.

13.11 Encumbered Time. Hours approved for vacation shall be deemed encumbered, which means that the employee may not otherwise use such hours except in the event of an FMLA/OFLA qualified absence, shift cancellation or shift curtailment.

13.12 Leave Request Denials. Leave request denials may be grieved using an expedited procedure (see Article 22.5).

ARTICLE 14 – SICK LEAVE

14.1 Sick Leave Credits. All regular employees are eligible to accrue sick benefits. Eligible employees will earn .0462 hours for each compensated hour (with the same exceptions that are set forth in Section 11.1), up to a maximum of ninety-six (96) hours per year.

14.2 Utilization of Sick Leave With Pay. Employees with accrued sick leave credits shall be eligible to take sick leave for any period of absence from regularly scheduled hours which is due to the employee's illness, bodily injury, disability resulting from pregnancy, parental leave (consistent with federal and state laws including current case law), necessity for medical or dental care, exposure to contagious disease, or the employee's required presence for the illness of a member of the immediate family or immediate household. For purposes of this paragraph, immediate family is defined as the employee's parents, parents-in-law, spouse, spousal equivalent or children. Other than in instances involving the FMLA or OFLA, the employee has the responsibility to make arrangements, within a reasonable period of time, for the care of the ill or injured family or household member for which the employee initially took a leave of absence.

14.2.1 Medical and dental appointments. Employees will make every reasonable effort to schedule non-emergent medical and dental appointments during non-scheduled hours. If such efforts fail, then the employee will make a reasonable effort to find a replacement or to give seven (7) days' advance notice of the appointment to the immediate supervisor.

14.3 Bereavement Leave. Employees who have earned sick leave credits shall be eligible to use sick leave for a reasonable period of time for absence resulting from the death of a member of the immediate family or member of the employee's immediate household. Resource nurses shall have the same opportunity to take leave without pay. Immediate family is defined for purposes of this paragraph as the employee's parents, spouse, spousal equivalent, children, brother, sister, grandchild, grandparents, father-in-law, mother-in-law, son-in-law, or daughter-in-law.

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

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

14.6 Accrued Sick Leave Credits Following Termination. An employee shall have all of her/his accrued sick leave credits reported to the Public Employees Retirement System for accreditation purposes upon termination of her/his employment with the Employer. Employees

who have been separated from service with the Employer for reasons other than retirement or termination for cause and who return to a position (except as a temporary employee) within 90 days of separation shall have unused sick leave credits accrued during previous employment restored.

ARTICLE 15 – LEAVES OF ABSENCE

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

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

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

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

15.1.4 Military leave. In accordance with ORS 408.290, an employee who is a member of the National Guard or of any reserve components of the Armed Forces of the United States is entitled to a leave of absence with pay for annual active duty training for a period not exceeding fifteen (15) calendar days 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.

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

15.1.6 Pre-retirement counseling leave. The pursuit of bona fide pre-retirement counseling regarding the employee's retirement program, including PERS, Social Security, insurance and other retirement income, in four-hour increments, up to a maximum of twelve (12) paid hours. Employees eligible for such leave must be within one (1) year of eligibility for retirement. Employees shall request the use of such leave at least five (5) days prior to the intended date of use. If the request cannot be granted due

to operational needs, the Employer shall offer the employee a choice from three (3) other sets of dates.

15.2 Leaves of Absence Without Pay.

15.2.1 General provisions. A nurse may be granted a leave of absence without pay, for educational or personal reasons, not to exceed one (1) year. Request for such leave must be in writing and must establish reasonable justification for approval of the request. Each request will be reviewed and considered for approval by the Employer. Normally, such leave will not be approved for an employee who is accepting employment outside the Employer.

15.2.2 Return from leave. The Employer shall make every reasonable effort to reinstate 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 preferential hire list. An employee returning from FMLA/OFLA leave shall be reinstated in accordance with the provisions of Section 15.2.4.

15.2.3 Use of accrued benefits on medical leave. 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/holiday 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/holiday or compensatory accrued paid leave will be required to use such leave at a rate commensurate with his/her FTE status. However, such employee will be permitted to retain vacation/holiday or compensatory accrued paid leave at the employee's discretion up to forty (40) hours while remaining on FMLA leave. The use of vacation/holiday or compensatory accrued paid leave shall not be available while receiving disability payments.

15.2.4 Parental leave. The Employer will administer parental leave consistent with the provisions of Oregon and federal and current case law. Parental leave is leave taken to care for the employee's newborn, newly-adopted or newly-placed foster child under age eighteen (18) or for a newly-adopted or newly-placed foster child 18 years of age or older who is incapable of self-care because of a physical or mental impairment.

- a. *Protected leave.* Any employee who is a parent shall be entitled to take parental leave without being penalized for taking such leave.
- b. *Duration of leave.* An eligible parent is entitled to take up to twelve (12) consecutive weeks of parental leave within a 12-month period. When both parents work for the Employer and both request parental leave, the leave can be concurrent if agreed to by the affected supervisors.
- c. *Requests for leave.* 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. Requests

must be submitted thirty (30) days in advance of the anticipated birth or adoption. Requests must be adjusted to reflect the actual date of birth or custody within seven (7) days of birth or adoption. Parental leave starts on the date of birth or adoption.

- d. *Reinstatement.* 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. The employee will be restored to his or her former position – i.e., the same unit, shift and FTE – if the position has not been eliminated. Reinstatement shall be without loss of seniority, service credits under the pension plan or any other benefit or right accrued up to the time the parental leave began.
- e. *Extension of leave.* An employee may request in writing extension of leave under Section 15.2.1. Following such extended leave, the Employer shall make every reasonable effort to reinstate the employee to her/his former job.
- f. *Inquiries.* Questions regarding parental leave benefits should be directed to the Benefits Office within the Human Resources Department.

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

15.2.6 Peace Corps. A regular employee joining the Peace Corps or performing Employer-sponsored relief work shall be entitled to a leave of absence without pay for no more than two (2) years. Such employee shall have the right to return to the same or substantially equivalent position of employment at the prevailing salary rate without loss of seniority or other employment rights. Failure of the employee to report within ninety (90) days after termination of her/his service shall be cause for termination.

15.2.7 Effect of leave without pay. Leaves without pay in excess of fifteen (15) days (except for FMLA/OFLA leave and military leave) shall result in the adjustment of an employee's adjusted service date, salary adjustment date and seniority date.

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

15.3.1 Employee responsibilities. After sustaining an on-the-job injury or illness, the employee will report to her/his supervisor or designee, complete an Occupational Injury and Illness Report and seek medical attention, if indicated. Unless

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

15.3.2 Employer assistance to employees. It is understood by the parties that the Employer is responsible for briefing the injured employee on her/his rights and responsibilities under this article. In the event of a claimed on the job accident or occupational disease that involves the care of a physician or lost time from work, the Employer agrees to assist employees with preparation of the appropriate claim form. An employee is expected to fill out this form within two (2) workdays of the physician's care or beginning of time loss.

15.3.3 Physician's certification. Certification by the employee's attending physician that the physician approves the employee's return to her/his regular duties, available transitional duties, or other modified suitable and available employment shall be prima facie evidence that the employee should be able to perform such duties. The Employer reserves the right to obtain an independent medical examination.

15.3.4 Time loss. If the work-related injury or illness prevents the employee from returning to her/his regular employment or other 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 be eligible to receive compensation from the Workers' Compensation insurance carrier/TPA in accordance with the Oregon state workers' compensation statute ("the statute").
- c. The employee may access accrued sick leave hours for the difference between the workers' compensation for lost time and the employee's regular salary rate.

15.3.5 Accrual of seniority. All time that an employee is on leave without pay due to a work-related injury or illness for up to one year shall count for purposes of seniority.

15.3.6 Release for work.

- a. *Regular position.* Upon learning from the employee's attending physician that the employee should be able to assume her/his regular duties, the employee will notify her/his supervisor within two (2) working days. Following official notification by the Employer that the employee has the right to be reinstated to his/her position, the employee has seven (7) days in which to request reinstatement. If the employee requests reinstatement in accordance with the statute and if the employee's position exists, the employee shall be returned to it any time within three (3) years from the first date of injury or illness, as defined by law. If the employee's position no longer exists, he/she will be returned to an available and suitable position. The employee shall be deemed to have resigned if the position is not accepted or if the employee fails to report for work in a timely manner following her/his acceptance.
- b. *Transitional work.* Prior to the employee becoming medically stationary, the Employer may make a bona fide offer of transitional modified work suitable to the employee's capabilities. The employee must accept such an offer within two (2) working days. The employee will be compensated at his/her regular rate of pay for the transitional modified work.
- c. *Modified position.* An employee, upon learning that he or she is medically stationary and should be able to assume a modified position different from the employee's original position, will notify her/his supervisor within two (2) working days. If such a position is available, the employee will be offered the position and will be given seven (7) days to notify the Employer that s/he accepts. The employee will be reinstated upon acceptance by the employee. The employee will be compensated at the appropriate rate of pay for the modified position. The employee shall be deemed to have resigned if the position is not accepted or if the employee fails to report for work in a timely manner following her/his acceptance.

15.3.7 Complete disability. Upon certification by the employee's attending physician and acceptance by the Workers' Compensation insurance carrier/TPA that the employee is medically stable but not able to perform any work, the employee shall be terminated from employment. In accordance with the Oregon statute and the terms of the insurance carrier/TPA, the employee may be eligible for Vocational Rehabilitation. The determination of the qualification for permanent disability and vocational rehabilitation is made by the insurance carrier/TPA.

15.3.8 Insurance continuation. Beginning the first full month after an injured employee has been placed on leave without pay, the Employer shall continue to provide her/his health and dental insurance by making the necessary monthly premiums for up to one (1) year. Should an injured employee's leave exceed one (1) year, then the employee may continue her/his health and dental insurance by reimbursing the Employer for the

monthly premium. In the alternative, the employee may use accumulated sick leave to cover this expense (on a dollar-for-dollar basis at the employee's straight rate of pay).

ARTICLE 16 – INSURANCE BENEFITS

16.1 Employer Contributions. The Employer will contribute the following amounts toward the benefit coverage of employees:

16.1.1 Effective January 1, 2011 and continuing through 2012, for employees who hold an FTE status of .7 to 1.0 and select either employee only or employee and children coverage, the Employer will continue to pay the same monthly amount paid during calendar year 2010.

16.1.2 Effective January 1, 2011, for employees who hold an FTE status of .7 to 1.0 and select either employee and spouse or employee and family coverage, the Employer will pay 78% of the cost of the OHSU PPO Plan and the ODS Dental Plan. This percentage amount will increase to 80% effective January 1, 2012.

16.1.3 Effective January 1, 2013, for employees who hold an FTE status of .7 to 1.0, the Employer will pay 100% of the cost of the OHSU PPO Plan and the ODS Dental Plan for employee only coverage, and 83% of the cost of these plans for all other tiers including employee and dependents.

16.1.4 For employees who hold an FTE status of .5 to .69, the Employer will pay 75% of the above amounts.

16.1.5 The Employer will permit otherwise eligible employees the option to opt out of medical coverage provided such employee has alternate medical insurance protection. Employees choosing opt-out coverage will receive a cash benefit of \$25.00 per pay period.

16.2 Insurance Benefit Plan Design.

16.2.1 Plan year. The Employer shall continue to maintain an insurance benefit plan year effective January of each year, and to provide open enrollment opportunities in or about the month of October of each plan year for selected and eligible plan adjustments to be effective with the following plan year.

16.2.2 Medical plans. The Employer shall retain current eligibility requirements for represented employees. The OHSU PPO medical plan shall serve as the default plan for employees failing to select medical insurance coverage in a timely manner. The Kaiser Permanente medical plan is not available for employees hired after January 1, 1998.

16.2.3 Retiree medical insurance. Retiree insurance coverage is included within each medical plan for all retirees under the age of 65 years, through self payment. The Employer shall make available an appropriate medical plan for all eligible retirees ages 65 years or older.

16.2.4 Dental plans. The Employer shall retain current eligibility requirements for represented employees. The ODS plan shall serve as the default plan for employees failing to select a dental insurance coverage in a timely manner.

16.2.5 Other benefits. The Employer will continue to offer optional coverage for long term and short term disability, life insurance, and accidental death and dismemberment insurance.

16.2.6 OHSU Employee Benefits Council. The Employer shall participate on an Employee Benefits Council in accordance with the provisions of Appendix B to this Agreement. The Council will, in accordance with Appendix B, allow for joint decision-making authority prior to the adoption of any future benefit plan changes.

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

16.4 Eligibility. All regular employees with an employment status of .5 FTE or greater will become eligible for insurance contributions on the first of the month following initial employment, and will continue to be eligible through the first calendar quarter following eligibility. In order to be covered, employees must submit the required forms for insurance coverage. Eligibility for insurance contributions thereafter is determined on a calendar quarterly basis. Employees shall be determined benefit eligible if they are assigned a .5 or greater FTE employment status and if they have been compensated at least fifty percent (50%) of regular full-time hours in the applicable qualifying quarter. Employees who were benefit eligible prior to the commencement of a leave of absence will be deemed eligible upon return from the leave. Qualifying quarters are defined as September through November for the January 1 – March 31 coverage period, December through February for the April 1 – June 30 coverage period, March through May for the July 1 – September 30 coverage period, and June through August for the October 1 – December 31 coverage period.

ARTICLE 17 – RETIREMENT

17.1 Plan Election. Eligible employees shall elect to participate in one of the Employer's retirement plans on the first of the month following six (6) full months of service in a qualified position. Eligible employees must elect to participate in either the applicable Public Employees Retirement System (PERS) retirement plan or the University Pension Plan (UPP) retirement program.

17.1.1 The Employer will send each eligible employee timely notice of the employee's need to make such selection. Employees failing to make such election shall automatically be enrolled in the UPP retirement program.

17.1.2 Employees who have elected to participate in the PERS retirement plan shall be permitted to make a one-time switch to the UPP retirement program during any annual transfer period. An employee's selection of the UPP retirement program, once made, is irrevocable; the employee must remain in that retirement program for the duration of his/her employment at OHSU, including periods of reemployment.

17.2 Employee Contribution. The Employer shall continue to "pick up" a six percent (6%) employee retirement plan contribution for eligible employees participating in any of the Employer's retirement plans existing as of October 1, 2010. Such "pick-up" or payment of the employee contributions shall continue for the life of this Agreement, subject to the provisions of Section 17.3 below. There shall be no duplication of any "pick-up" contribution provided under any retirement option.

17.2.1 The full amount of required employee contributions "picked up" or paid by the Employer on behalf of employees shall be determined in accordance with the "subject to contribution" standards as defined by Oregon State law or rule. Such "picked up" or paid employee contributions shall be credited to the individual employee accounts in accordance with PERS standards.

17.3 Wage Equivalency. In the event that the Employer in the future is precluded by law from making the six percent (6%) contribution on behalf of the employee, the Employer will provide to the employee a five percent (5%) wage adjustment effective the date the Employer is legally precluded from further picking up such employee contribution. The Employer may also offer employees the opportunity to transfer to another retirement program maintained by the Employer which still allows such employer contributions on behalf of the employee. Employees who elect that choice will not be provided the 5% wage adjustment. This provision is hereby negotiated in the interest of the Employer maintaining comparable wages and benefits within the community.

ARTICLE 18 – SENIORITY

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

18.2 Adjustments to Seniority. Adjustments to a nurse's seniority date will occur for any of the following events:

- a. A break in employment with the Employer, not including leave without pay or layoff, that is greater than fifteen (15) calendar days and less than or equal to ninety (90) calendar days.
 - RNs who return to OHSU service within 90 days will retain previously accrued seniority. After 90 days' separation from the Employer, all seniority will be lost.
- b. An approved leave without pay, if the leave is greater than fifteen (15) calendar days and less than or equal to one (1) year.

- RNs who return from a leave without pay within one (1) year will retain previously accrued seniority. After one (1) year on leave without pay, all seniority will be lost.
- c. Employment with the Employer as a resource nurse.
- A nurse regaining regular status following employment in resource nurse status will have previously accrued seniority restored, provided that no break in service of greater than ninety (90) days has occurred.
- d. Layoff of greater than fifteen (15) calendar days.
- An employee who is laid off retains accrued seniority while on layoff status for up to two (2) years provided the employee returns to work when first recalled in accordance with Article 20.
- e. Employment with the Employer in a position outside the scope of this Agreement.
- A nurse who thereafter returns to a position in the bargaining unit, without a break in OHSU service of more than 90 days, will retain previously accrued seniority.

In situations a, c, d and e above, the employee's vacated position will not be held for the individual. The employee has no guaranteed right to return to the position vacated. In situation b, the employee has reinstatement rights in accordance with Section 15.2.

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

18.4 Limitations on Use of Seniority Following Transfers or Breaks in Employment. Any nurse who transfers into an FTE position in a new unit or takes a break in employment of less than ninety (90) days will assume the date of his/her transfer or return to service as his/her seniority date for the purposes of shift change, paid time off requests, or filling of positions in the unit for one (1) year after returning to work or transferring to that unit. If, however, a bargaining unit nurse makes a workplace change due to layoff, job abolishment or merger, the nurse may utilize seniority for all purposes available under this Agreement.

18.5 Return to Bargaining Unit From Temporary Service Outside Bargaining Unit. A regular employee who returns to the bargaining unit without a break in OHSU service shall have the right to return to the same or substantially equivalent position of employment, if available, as the position the employee last held in the bargaining unit, provided that a request to return is made within thirty (30) days from the date of placement outside the bargaining unit. Upon return to the bargaining unit, the employee is subject to the seniority restrictions outlined in Section 18.4. Should there be no vacant position available, a layoff shall occur and the employee shall have the same rights as other employees placed on layoff status (see Article 20).

ARTICLE 19 – POSTING AND FILLING OF POSITIONS

19.1 Seniority as Deciding Factor. In any case where applicants for a position possess experience and qualifications that are substantially equal, the deciding factor in awarding the position will be seniority.

19.2 Posting and Filling of Positions Through Unit Posting. When an RN position becomes available in a unit, it shall be posted on the unit for seven (7) calendar days for workplace reassignment (often referred to as a “unit shuffle”).

The order of filling positions during a unit shuffle is as follows:

- a. Regular nurses on the unit.
- b. Regular nurses released to return from an extended unpaid medical leave of absence from that unit.
- c. Laid off nurses who have expressed an interest to return to that unit from which they were laid off.
- d. Resource nurses on the unit with previously accrued FTE seniority.
- e. Resource nurses without previously accrued seniority who have met the minimum requirement of at least one (1) year of employment on that unit.

The most senior qualified employee in each of the foregoing categories shall have preference for the posted position. The employee who is awarded the position will be moved, in the manager’s discretion, to the position no later than six (6) months after being granted the position unless the move will have an adverse effect on patient health and safety.

If the manager, to the best of her or his knowledge, believes no employee in the foregoing categories will apply for the position, the manager may simultaneously post in accordance with this Section 19.2 and post in accordance with Section 19.3 below. Any employee in the foregoing categories who does apply will have priority over all other applicants.

19.3 Posting and Filling of Positions Through House Wide Posting. RN positions which are available for recruitment at OHSU shall be posted at least seven (7) calendar days prior to the application deadline.

Posting will occur 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), call obligations (for units listed in Section 7.6.1), length of orientation, and where to apply.

The order of filling positions during a house wide posting is as follows:

- a. Regular nurses on the layoff list

- b. Regular nurses returning from an extended unpaid medical leave of absence
- c. Other regular nurses
- d. Resource nurses with previously accrued seniority (including nurses having occupied interim positions and now on layoff list)
- e. Other resource nurses
- f. Outside applicants

When a nurse 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.

19.4 Orientation Period. 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.

19.5 Nurses in Disciplinary Process. An RN who is involved in a disciplinary process may transfer to another unit/workplace provided that the unit 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.

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

19.7 Interim Positions. 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 accrue seniority and are eligible for all benefits associated with the position, but have no guarantee of assignment as a regular employee to the position. Upon termination of an interim position, the RN may take a vacant position as outlined in Section 19.3 or elect to be placed on the preferential hire list. The RN may not bump another employee.

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

ARTICLE 20 – LAYOFF AND RECALL

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

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

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

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

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

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

20.2.4 Election to fill vacant position in lieu of layoff or to take severance pay. Regular employees notified of an impending layoff may elect either to fill a vacant position for which they are qualified from among the list of available nursing positions to be provided by Human Resources, or to be laid off without the right to displace/bump any other employee. If an employee wishes to choose the option of severance pay, as set forth in Section 20.7, the employee must make such choice at this time. Employees shall have seven (7) calendar days from receipt of such notice in which to notify Human Resources of their selection. If more than one employee is to be reassigned to a vacancy at the same time, eligible employees shall be able to select a new position from among

the vacant positions in order of seniority. Employees who do not elect to fill a vacant position within the same benefit band for which they are qualified shall not be entitled to displace/bump another employee under Section 20.2.5 below in lieu of layoff.

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

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

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

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

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

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

20.3 Recall. Employees involuntarily separated from employment as a result of layoff ("laid off employees") will be placed on a preferential hire list. Employees shall be recalled to work when positions are available. The employees will designate and update the list of units/workplaces to which they are qualified to be recalled. The order of recall will be by seniority as per Article 19 - Filling of Positions.

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

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

20.6 Rate of Pay on Recall from Layoff. When an employee is recalled from the preferential hire list to a bargaining unit position, the employee shall be paid at the same salary step at which such employee was being paid at the time of layoff. The employee's previous salary eligibility date, adjusted by the amount of break in service greater than fifteen (15) days, shall be restored.

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

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

20.9 Restructure. The Employer retains the right to determine whether a restructure of a unit or units within the hospital is necessary, to determine the timing of the restructure, and to implement the restructure. As used in this section, "restructure" means the reallocation of nurses within a unit or units due to the merger, consolidation, division or other overall reorganization of a unit or units. Restructures may result in a mandatory shift change, change in unit assignment, change in scheduled hours, and/or change in FTE status. For purposes of this provision, an inpatient unit is defined as a group of nurses who are covered by a single schedule.

20.9.1 Notice. If the Employer determines that a restructure may be necessary, it will submit a written proposal detailing the contemplated restructure to the

Association and to the Unit Based Nurse Practice Committee of the unit(s) affected at least sixty (60) days prior to implementation. The Association and/or the UBNPC may survey potentially impacted employees and may call a meeting with the Employer to present comments and recommendations pertaining to the contemplated restructure.

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

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

ARTICLE 21 – STAFF DEVELOPMENT

21.1 Orientation.

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

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

21.1.3 When assigned to a patient care area, each nurse shall be provided additional orientation to prepare her/him to the area or assignment. Such orientation is to be in accordance with a specific plan designed for that patient care area. Such an overall plan may be modified for a specific nurse in accordance with the nurse's educational background and work experience.

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

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

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

21.3 Staff Development Opportunities. The Employer has a responsibility to provide information about developmental opportunities to staff. Such opportunities may include, but are not limited to, temporary positions, Unit Based Nursing Practice Committee membership, special assignments, in-unit educational opportunities and charge nurse opportunities.

21.4 Staff Development Fund. Managers will make every reasonable effort to grant leaves of absence with pay for the purpose of improving or upgrading individual skills, professional abilities, or enhancing the profession. Tuition, fees and other expenses shall be provided subject to the availability of funds for this purpose.

21.4.1 Annual establishment of fund. A Staff Development Fund will be established each fiscal year on the basis of the formula of \$200.00 (\$250.00 effective July 1, 2011) per FTE. Employer-required education will not be paid for out of Staff Development Funds, and will be in addition to benefits provided in this section. Participation in this fund is limited to nurses who hold benefited positions.

21.4.2 Distribution. Staff Development Funds will be distributed to nursing departments in the following manner: Annually, the Chairperson of the PNCC and the Chief Nurse Executive will identify and place units into appropriate groupings for the purpose of distribution. \$250.00 per FTE will be distributed to each group. The UBNPC chairs of the identified groupings will meet at the start of each fiscal year and jointly determine the manner of distribution of funds within their group.

The 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.

21.4.3 Expenditure of funds. UBNPC's will be responsible for establishing guidelines for expenditure of funds and approving requests for staff development purposes. Departments which have expended all of their funds are encouraged to work with other departments which have not expended their funds.

21.4.4 Unexpended funds. 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 the availability of funds to resource nurses who have worked the equivalent of .5 FTE or greater during the fiscal year.

21.5 Staff Development Educational Leave Days. Educational leave days will be limited to a maximum of two (2) paid 8-hour days per benefited registered nurse per fiscal year, except that an additional one hundred (100) eight-hour educational days may be devoted to the Employer granting nurses on a discretionary basis up to two (2) additional days for attendance at a professional conference in the area of the nurse's specialty. These educational leave days will be jointly administered by the Professional Nursing Care Committee (PNCC) and the nursing education department. Resource nurses who have worked a minimum of 1,040 hours in the immediately preceding fiscal year shall be eligible to participate in a separate pool of one hundred (100) eight-hour educational days. Educational leave will be granted in accordance with operational need, consistent with the provisions in Section 13.1.

21.6 Certification Pay. Employees who have a current American Nurses' Association (ANA) or national nursing organization certification on file with the Employer, and whose certification is relevant to the nurse's current area of practice, will receive an annual certification bonus. Relevancy, if in question, shall be determined by the Chief Nurse Executive (CNE) and the Professional Nursing Care Committee (PNCC). Employees who have a current non-nursing certification approved by the CNE and the PNCC will also be eligible to receive the annual certification bonus. A lump sum amount of one thousand dollars (\$1,000) will be paid in pay period twenty-four (24) for such certification.

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

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

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

21.7 Tuition Benefit Program. Registered nurses may participate in OHSU's Employee Tuition Benefit program, including the RN to BSN program, in accordance with the terms of that 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.

21.7.1 Any course required for the RN to BS program but not offered at OHSU shall be subject to the tuition discount set forth in Section 21.8.1 below, provided that the course must be taken, (1) if available, at a community college covered by the tuition benefit program; or, (2) if not available at a community college, at another institution covered by the program.

21.8 OHSU School of Nursing Graduate Classes. In addition to the program described above in Section 21.7, and for the term of this Agreement, the following tuition discount/staff fee shall be made available up to a maximum of \$120,000.00 for each fiscal year of this Agreement. Resource nurses are not eligible for this benefit.

21.8.1 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, including on-line OHSU Graduate Nursing Programs, and OHSU's on-line BSN programs. This tuition discount will apply to the first ten (10) credit hours per term. The discounted fee paid by a nurse with a minimum of two (2) years of service at .5 FTE or greater shall be seventy-five dollars (\$75.00) per credit hour. The discounted fee paid by a nurse with a minimum of five (5) years of service at .5 FTE or greater shall be fifty dollars (\$50.00) per credit hour. The discounted fee paid by a nurse with a minimum of ten (10) years of service at .5 FTE or greater shall be twenty-five dollars (\$25.00) per credit hour.

ARTICLE 22 – GRIEVANCE AND ARBITRATION

22.1 General Provisions. The grievance/arbitration procedure provides the means by which disputes or problems between the parties concerning the application, meaning or interpretation of this Agreement are to be resolved. Meetings to discuss a grievance are encouraged at each step of the process in order to resolve problems at the lowest level possible.

22.2 Time Limits. An alleged violation of this Agreement must be taken up at STEP 1 of the grievance 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 also be grieved within the thirty (30) day period, except that a demotion in pay, suspension or discharge must be grieved within fifteen (15) days from the date the employee receives notification of the action. Grievances pertaining to a demotion in pay, suspension or discharge shall be initiated at STEP 3 of the grievance procedure. Time limits specified in this article must be observed unless extended by mutual agreement of the parties in writing.

22.3 Grievance Procedure.

STEP 1. The employee, or the Association on behalf of the employee or group of employees, shall present the grievance in writing, on the "Official Grievance Form" (Appendix C) or facsimile, complete with all the information required on the form, to the employee's manager.

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 manager shall respond in writing within fifteen (15) days of the receipt of the grievance.

STEP 2. If the response is deemed to be unsatisfactory, the employee shall submit the written grievance and the response from the manager at STEP 1 to the division director or designee at STEP 2. The grievance must be submitted within ten (10) days of the receipt of the response at STEP 1. The division director or designee shall respond in writing within fifteen (15) days of receipt of the grievance.

STEP 3. If the response from STEP 2 is unsatisfactory, the written grievance and the responses at STEP 1 and STEP 2 shall be submitted to the Chief Nurse Executive at STEP 3. The grievance must be submitted within ten (10) days of the receipt of the response at STEP 2. The Chief Nurse Executive or her/his designee shall respond in writing within fifteen (15) days of receipt of the grievance.

The parties shall meet and discuss the grievance at STEP 2 and at STEP 3 unless such meeting is mutually waived. Other meetings may be held by mutual agreement.

STEP 4.—Arbitration. If the response from STEP 3 is unsatisfactory, the Association shall, within ten (10) days of the receipt of the response at STEP 3, notify Human Resources that it wishes to submit the grievance to arbitration. Either the Association or the Employer may advance a grievance to arbitration; an individual employee or group of employees may not pursue arbitration without the Association's authorization.

- a. The parties agree that whenever feasible a pre-arbitration meeting will be held by the parties to attempt to formulate a submission agreement to the arbitrator.
- b. Selection of the arbitrator. The impartial arbitrator shall be chosen by the parties from an agreed list of arbitrators. Said list will consist of seven (7) names compiled by the parties within 30 days of ratification of this Agreement. The parties agree to replace an agreed upon arbitrator from the list within 30 days after it is discovered that the arbitrator is no longer available.

The parties shall alternately strike one (1) name each from the above list (the first strike being determined by the flip of a coin) and the last name remaining shall be the arbitrator.

- c. Replacement. Either party may ask for the replacement of an arbitrator from the panel. Such a request shall be in writing. In the event of the need to replace a member of the panel of arbitrators, such replacement shall be made by the parties within fifteen (15) days. If the parties cannot agree upon a successor within the time specified, the successor shall be selected from a list submitted by the

Employment Relations Board by a process identical to that of selecting an arbitrator from the panel for a specific grievance: The parties shall alternately strike one (1) name each from the above list (the first strike being determined by a flip of a coin) and the last name remaining shall be the impartial arbitrator.

- d. The parties agree that the decision or award of the arbitrator shall be final and binding on each of the parties and that they will abide thereby. The arbitrator shall have no authority to add to, subtract from, or change any of the terms of this Agreement. The arbitrator shall render a decision within thirty (30) days of the arbitration hearing.
- e. The arbitrator's fee and expenses shall be paid by the non-prevailing party. If, in the opinion of the arbitrator, neither party can be considered the non-prevailing party, then such expenses shall be apportioned as in the arbitrator's judgment is equitable. All other expenses shall be borne exclusively by the party requiring the service or item for which payment is to be made.

22.4 Association Representation. The Association has the right to represent the employee at any step in the grievance procedure. If the employee chooses to represent herself/himself at a grievance step prior to arbitration, the Association has the right to be present at any grievance meeting, to receive copies of the grievance, to receive copies of the responses at each step in the grievance procedure, and/or to advise the Employer that it believes a settlement was a violation of the Agreement. An Association grievance of this nature shall be filed at STEP 3. The provisions of this section shall not diminish the statutory rights granted to exclusive bargaining representatives in ORS 243.666.

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

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

22.5.2 The grievance will be filed at STEP 3 with the Chief Nurse Executive or his/her designee, who will respond in writing within seven (7) days of the receipt of the grievance.

22.5.3 If the grievance is not satisfactorily resolved within five (5) days of receipt of the STEP 3 response, the Association shall have five (5) days to advise the Chief Nurse Executive that it wishes to arbitrate the grievance.

22.5.4 The parties shall proceed in accordance with STEP 4 – Arbitration. The arbitrator shall be selected within five (5) days and a hearing will be scheduled at the earliest possible date. The arbitrator will render a decision within ten (10) days of the hearing.

ARTICLE 23 – STRIKES AND LOCKOUTS

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

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

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

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

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

ARTICLE 24 – RESOURCE NURSES

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

- a. Work at least 352 hours each fiscal year and at least 24 hours per four-week work schedule, provided work is available and the resource nurse is needed. Any shift worked at the request of the Employer shall count toward meeting the minimum hourly obligation for the month or the year. Shifts worked at the request of the Employer are defined as (1) unfilled shifts to which the resource nurse is assigned prior to the posting of the schedule; or (2) shifts worked at the Employer's request during the posted work cycle. Nothing in this section shall be interpreted as a guarantee to resource nurses of a minimum number of hours or shifts.
- b. Work twelve (12) weekend shifts per fiscal year, provided work is available and the resource nurse is needed.

- c. Work a major holiday each fiscal year, provided work is available and the resource nurse is needed. The holiday requirement will rotate from year to year between the major winter holidays (Thanksgiving and Christmas) and the major summer holidays (Independence Day and Labor Day). If the unit to which the resource nurse is assigned requires call coverage rather than working shifts on holidays, then the nurse shall satisfy this requirement by being assigned to a call shift.
- d. Submit the nurse's availability with the unit scheduler at least two (2) weeks in advance of the posting of the work schedule, based on the identified needs of the nurse's unit. The resource nurse must give his/her availability for at least the minimum hourly obligation first to the unit/clinic to which the nurse is assigned.
- e. Nurses who are actively engaged in clinical instruction at an accredited nursing school and who maintain satisfactory job performance are exempt from the working requirements of this section.

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

24.3 Compensation. Resource nurses will be paid in accordance with the rates set forth in Appendix A. Resource nurses are eligible for the differentials set forth in Sections 10.1 through 10.6. They are not eligible for CNI pay under Section 10.11. Resource nurses shall also be eligible for the following differential pay:

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

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

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

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

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

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

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

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

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

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

24.11 Time Off. Resource nurses will be permitted a personal leave of up to two (2) four-week schedule periods each year to accommodate time off for vacation needs.

ARTICLE 25 –TRANSPORTATION AND PARKING

25.1 Parking Rates. The Association shall be provided with the opportunity to participate in the determination of any parking rate changes. The Association will be afforded the opportunity to offer suggestions, make recommendations and introduce any data deemed

appropriate. Bi-annually, the Association may request parking data including the distribution of parking permits according to the following employee categories:

- ONA
- AFSCME
- Physician
- Medical Students
- Nursing Students
- Dental Students
- Unclassified Administrative

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

25.2 Transportation and Parking Advisory Committee. The Association shall appoint a member to represent nurses on the Transportation and Parking Advisory Committee.

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

25.4 Education and Communication. The TPO, in partnership with the Communications Department, will maintain educational information about transportation options at OHSU. This education information will also serve as a resource to managers to help navigate parking challenges on behalf of their employees. Additionally, the TPO will ensure timely distribution of information related to parking issues and concerns.

25.5 Night Shift Employees. Employees who work during the night shift and are required to continue work into the day shift must call the TPO and provide their name, vehicle information and anticipated departure to avoid being ticketed. Night shift employees who continue work into the day shift past 12:00 noon will be charged the prevailing rate for the number of hours parked after 12:00 noon.

25.6 Meetings Attendance. Nurses attending mandatory meetings will be accommodated at the Employer's parking lots at no charge to the nurse. The Employer will also reimburse nurses for parking expenses when they are attending Employer-approved non-mandatory meetings on shifts when they are off duty.

25.7 Unexpected Work. The Employer will make available twenty (20) reserved parking spaces for nurses who are requested by the Employer to work unexpectedly or during on call hours, in order to meet patient care needs. These parking spaces will be located as reasonably close and accessible to the workplace as possible. Employees will pay the appropriate parking rate.

25.8 Inclement Weather and Fines. Parking tickets will not be issued during periods of inclement weather as defined in Section 7.10, provided that parking regulations will be enforced in designated restricted areas, including patient lots, meters and ambulance zones.

25.9 Evening Shift Employees with Monthly Passes. The Employer will provide contiguous spaces on the 4th floor of the Campus Drive parking facility for all evening shift employees who have monthly parking passes.

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

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

25.12 Parking Wait List. The Employer will maintain a list online for viewing so that nurses can confirm and monitor their placement on the parking wait list. The TPO will red-flag all emails notifying employees that they qualify for a monthly parking pass. The email will notify of the deadline for response and advise of the consequences of not responding.

25.13 Space Availability. Nurses with paid permits who arrive at work during the hours of 10:00 a.m. through 12:00 noon may access data on space availability by first stopping at the parking booth or by calling the TPO.

ARTICLE 26 – HEALTH AND SAFETY

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

26.2 Mutual Responsibility. Employees and management personnel should both be aware of safety and health regulations and recognize that they have a mutual responsibility to assist in maintaining good health and safety practices, procedures and regulations. These shall include but not be limited to the following:

- a. Use of mechanical safeguards;
- b. Adherence to known safety work practices;
- c. Proper use of personal protective safety devices and wearing apparel; and
- d. Adherence to provisions applicable under the Occupational Safety and Health Act.

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

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

26.5 Refusal to Perform Allegedly Unsafe Work. If an employee claims that an assigned job or assigned equipment is unsafe or might duly endanger her/his health, and for that reason refuses to do that job or use the equipment, the employee shall immediately give her/his reasons for this conclusion to her/his supervisor in writing. The Employer shall promptly review and investigate the basis for the employee's claim and determine what action, if any, should be taken. If the employee is not satisfied by the Employer's response, he/she shall state in writing the reasons for such dissatisfaction. The Employer shall then request an immediate determination by a representative of the appropriate investigating agency as to the safety of the job or equipment in question. An Association representative or nurse representative may accompany the investigating agency representative and employee(s) during the determination.

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

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

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

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

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

26.8.1 Joint committee. A joint committee will be maintained to assist management and staff in understanding and administering the policy. The committee shall be composed of six (6) members; three (3) members designated by AURN and three (3) members designated by the Employer. 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 the straight time rate of pay for activities related to the committee.

ARTICLE 27 – COMMITTEES

27.1 AURN/Management Cooperative Committee. The mission of this cooperative body is to resolve issues of concern to both parties in a timely manner and to avert grievances.

In no event will the committee engage in negotiations or reinterpretation of the contract beyond consulting materials generated during bargaining.

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

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

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

27.1.3 Agendas will be developed jointly. The minutes will be written and jointly approved prior to distribution. The Employer will distribute the minutes to the University Health System (UHS) Board and nursing employees.

27.1.4 The committee shall maintain its role regarding the removal or transfer of functions outside of the bargaining unit as set forth in Section 6.16.

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

27.2 Unit-Based Nursing Practice Committees. Each unit is responsible for developing a Unit Based Nursing Practice Committee (UBNPC) which shall consist of staff nurses and management representatives.

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

27.2.2 Recommendations, functions and authority. The UBNPC is responsible for making recommendations and performing functions that advance the delivery of professional nursing at OHSU, in accordance with the Nursing Shared

Governance Model and that model's Professional Nursing Organization Bylaws as may be amended from time to time, including but not limited to:

- a. Unit goals related to nursing practice.
- b. The development, implementation, monitoring, evaluation and modification of the unit staffing plan. The unit manager will actively engage the UNBPC in these processes throughout the year. On an annual basis and prior to the OHSU budget cycle, a UBNPC meeting agenda item shall include discussion of the unit staffing plan for the coming fiscal year. Data within each unit relevant to the unit's budget process and safe patient care shall be used for discussion of the plan. On a quarterly basis, the UBNPC will conduct a review of the staffing plan's performance and make recommendations for plan adjustments to the unit manager.
- c. Current contract requirements.
- d. Other tasks agreed to or assigned by the Employer, including the opportunity to provide recommendations on unit specific scheduling practices in accordance with Section 7.2.1.

Decisions/recommendations made by a UBNPC must be in compliance with the current contract, statutory regulations, and hospital policy and procedure. All clinical decisions relative to nursing practice remain the province of the staff nurse, operating under accepted standards of care and hospital policy and procedure. All unit based decisions that have a fiscal impact upon the Employer remain the province of the Employer. It is the intention of the parties that managers will actively seek the input and recommendation of staff nurses on all fiscally based decisions.

27.2.3 Activities.

- a. The parties agree to jointly develop an orientation program to clarify and promote UBNPC activity on the units.
- b. Each unit will establish guidelines for a process of selecting members who 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 all UBNPC meetings.
- c. Nursing staff members will have access and input to agendas and decisions. Availability of meeting minutes to all nursing staff is a requirement. UBNPC meetings will be open to all staff nurse members. Time and location will be posted.
- d. Members will serve as an advisory board on all matters related to unit based nursing practice matters.

- e. Issues which cannot be satisfactorily resolved at the UBNPC level may be forwarded to the Professional Nursing Care Committee (PNCC) for processing as provided under Section 27.3.2. The PNCC will review all such issues of concern and determine if further action is warranted. The PNCC may forward its review of the issue(s) together with its recommendation(s) for resolution in writing to the Chief Nurse Executive. A response from the Chief Nurse Executive will be provided within thirty (30) days of receipt of the recommendation(s).

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

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

27.3.2 Interaction with UBNPC's. Unresolved issues may be elevated to the PNCC for review consistent with the provisions of Section 27.2.3(e). UBNPC's may also seek advice from the PNCC to assist them in their structures and development.

27.3.3 Role as advisory committee. The PNCC shall serve as an advisory committee for appointments of direct care staff to all nursing councils and committees, standing or ad hoc, that relate to nursing service or direct patient care. The Employer shall maintain a current list of councils and committees, including the names, titles and classifications of the members. The chairs of these councils/committees shall notify the PNCC of all direct care RN vacancies. The PNCC will establish a list of RN candidates from the bargaining unit, from which the Employer may make appointments to new committees or to fill vacancies on existing committees. In addition, the PNCC chair shall serve on the Coordinating Council.

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

27.3.5 Committee members. The PNCC shall be composed of six (6) RN's employed by OHSU and covered by this agreement. The RN staff shall elect the PNCC members annually, with members serving a two-year term as outlined in the AURN Bylaws. 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.

27.3.6 Meeting minutes. The PNCC shall keep minutes and shall provide a copy of minutes to the Chief Nurse Executive within thirty (30) days of their approval by the PNCC.

ARTICLE 28 – TERM OF AGREEMENT

This Agreement shall be effective upon signing, and shall remain in full force and effect through September 30, 2013, and annually thereafter unless either party serves written notice on the other to amend or terminate the Agreement within one hundred and fifty (150) days prior to its expiration or a subsequent expiration date. Unless noted otherwise, all economic provisions of this Agreement shall become effective at the beginning of the first payroll period immediately following signing of the Agreement.

Signed this ____ day of December, 2010.

FOR THE ASSOCIATION:

Kathleen Cooper, RN, BSN, CCRN
AURN President

Susanna Rhodes, RN, BSN
AURN Vice-President

Cheryl Rice, RN
AURN Secretary

Harold Fleshman, RN
AURN Treasurer

Louise Darling, RN, BSN, RNC, IBCLC
AURN Member at Large

Phyllis Lee, RN

Stew Levy, RN

Maggie Rising, RN

Rob Nosse
Labor Relations Representative

Tresa Cavanaugh
Labor Relations Representative

Courtney Niebel
Labor Relations Representative

FOR THE EMPLOYER:

Jennifer Jacoby
Chief Nurse Executive

Brian Morrison
Chief Spokesperson

Priscilla Andres
Human Resources Director

Judi Workman
Division Director

Judy Carlson
Director

Yvette Tawfik
Nurse Manager

Jenn Fox
Nurse Manager

Kelley Frengle
Human Resources

APPENDIX A
SALARY SCHEDULE

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

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

1. Employees will be eligible to advance to **Step 7** following the completion of five (5) or more years of continuous service with the Employer at Step 6, or equivalent previous experience in accordance with Section 8.3.1.
2. Employees will be eligible to advance to **Step 8** following the completion of five (5) or more years of continuous service with the Employer at Step 7, or equivalent previous experience in accordance with Section 8.3.1.
3. Employees will be eligible to advance to **Step 9** following the completion of five (5) or more years of continuous service with the Employer at Step 8, or equivalent previous experience in accordance with Section 8.3.1.
4. Employees will be eligible to advance to **Step 10** following the completion of five (5) or more years of continuous service with the Employer at Step 9, or equivalent previous experience in accordance with Section 8.3.1.

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

B. Hourly Rates of Pay.

5th year 10th year 15th year 20th year 25th year

Effective first full pay period following October 1, 2010 – 2.25% increase

Step	2	3	4	5	6	7	8	9	10
Base Rate	30.32	31.79	33.30	34.95	36.52	38.28	40.15	42.07	44.04
BSN Rate	31.76	33.30	34.89	36.61	38.26	40.10	42.06	44.06	46.14
MSN Rate	33.19	34.82	36.47	38.26	40.00	41.92	43.97	46.05	48.23
Nurse Practitioner	40.02	41.96	43.96	46.12	48.22	50.54	53.00	55.52	58.14
Resource Nurse	34.87	36.56	38.30	40.18	42.00	44.03	46.18	48.37	50.64

Effective first full pay period following October 1, 2011 – 2% increase

Step	2	3	4	5	6	7	8	9	10
Base Rate	30.92	32.43	33.97	35.65	37.25	39.05	40.96	42.91	44.92
BSN Rate	32.39	33.97	35.59	37.34	39.03	40.90	42.90	44.94	47.06
MSN Rate	33.85	35.51	37.20	39.03	40.80	42.76	44.85	46.97	49.20
Nurse Practitioner	40.82	42.80	44.84	47.05	49.19	51.55	54.06	56.63	59.30
Resource Nurse	35.56	37.30	39.07	40.99	42.84	44.91	47.10	49.34	51.66

Effective first full pay period following July 1, 2012 – 2% increase

Step	2	3	4	5	6	7	8	9	10
Base Rate	31.54	33.07	34.65	36.36	38.00	39.83	41.78	43.77	45.82
BSN Rate	33.04	34.65	36.30	38.08	39.81	41.72	43.75	45.84	48.00
MSN Rate	34.53	36.22	37.95	39.81	41.62	43.62	45.74	47.91	50.18
Nurse Practitioner	41.64	43.66	45.73	47.99	50.17	52.58	55.14	57.76	60.49
Resource Nurse	36.28	38.04	39.85	41.81	43.70	45.81	48.04	50.33	52.69

Effective first full pay period following April 1, 2013 – 2% increase

Step	2	3	4	5	6	7	8	9	10
Base Rate	32.17	33.74	35.34	37.09	38.76	40.63	42.61	44.64	46.73
BSN Rate	33.70	35.34	37.02	38.85	40.60	42.56	44.63	46.76	48.96
MSN Rate	35.22	36.95	38.70	40.60	42.45	44.49	46.66	48.87	51.18
Nurse Practitioner	42.47	44.53	46.65	48.95	51.17	53.64	56.24	58.92	61.70
Resource Nurse	37.00	38.80	40.65	42.64	44.58	46.72	49.00	51.34	53.74

C. Prior History.

Effective July 1, 2002, all newly hired Registered Nurses were placed at Step 2 or higher on the salary schedule, depending upon their experience. Employees at Step 1 as of July 1, 2002 were advanced to Step 2 of the salary schedule and were advanced to the next level following an additional twelve months' service at Step 2. All other employees have been advanced to the next salary level as provided in Section A above and Section 8.2. Accordingly, the current wage scale begins at Step 2.

APPENDIX B
OHSU EMPLOYEE BENEFITS COUNCIL

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 appeal 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 appropriate Human Resources Director, 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.

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 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, guarantee of employee choice among insurance plans), nor can it make decisions or promulgate rules that in any way conflict with the provisions of the Agreement.

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

The Appeal Process adopted in accordance with 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
OFFICIAL GRIEVANCE
FORM**



GRIEVANCE FORM

18765 SW Boones Ferry Road, Suite 200
Tualatin, Oregon 97062
Phone (503) 293-0011
Toll-free in Oregon (800) 634-3552
Fax (503) 293-0013

	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"></td> <td style="width: 50%; text-align: center;">NUMBER</td> </tr> <tr> <td style="text-align: center;">OFFICE USE ONLY</td> <td style="text-align: center;">DATE</td> </tr> </table>		NUMBER	OFFICE USE ONLY	DATE
	NUMBER				
OFFICE USE ONLY	DATE				
GENERAL INFORMATION					
NAME OF GRIEVANT _____					
HOME ADDRESS _____ CITY _____ STATE _____ ZIP _____					
HOME PHONE _____ WORK PHONE _____ EMAIL _____					
GRIEVANT'S UNIT, SHIFT, & CLASSIFICATION _____					
EMPLOYER FACILITY _____					
EMPLOYER ADDRESS _____					
GRIEVANCE STEP _____ PRESENTED TO _____ TITLE _____					
STATEMENT OF GRIEVANCE:					
BASIS OF GRIEVANCE: (including, but not limited to)					
_____ 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					
<input type="checkbox"/> 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

APPENDIX D

SEVERANCE PROGRAM

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

B. Eligibility

To be eligible for severance benefits, an employee must be:

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

Severance benefits are not available to employees who:

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

C. Conditions

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

2. Separation agreement. Employees who wish to accept severance benefits will be required to sign a separation agreement prior to remittance of any severance benefits and to wait for the expiration of any potential revocation window. The separation agreement will include, but will not be limited to, a waiver and release of claims against the

Employer, an agreement not to solicit the Employer’s employees, and an agreement to repay a pro-rata amount of severance benefits received if the employee is rehired by the Employer.

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

D. Severance Benefits

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

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

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

3. Outplacement. Employees may access outplacement services through the Employee Assistance Program (EAP). The EAP offers, in addition to phone and web-based services, up to three face-to-face counseling sessions. All services are available to employees and their dependents for 60 days after termination of employment.

4. Cashout. Affected employees will be cashed out for any unused vacation/holiday leave and compensatory time in accordance with Section 12.4 of the Agreement.

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

Length of Service	Weeks of Pay	Months of COBRA Subsidy
Up to 5 years	4	1
5 to <6 years	5	2
6 to <7 years	6	2
7 to <8 years	7	2
8 to <9 years	8	2
9 to <10 years	9	3
10 to <11 years	10	3
11 to <12 years	11	3
12 to <13 years	12	3

Length of Service	Weeks of Pay	Months of COBRA Subsidy
13 to <14 years	13	4
14 to <15 years	14	4
15 to <16 years	15	4
16 to <17 years	16	4
17 to <18 years	17	5
18 to <19 years	18	5
19 to <20 years	19	5
20 to <21 years	20	5
21 to <22 years	21	6
22 to <23 years	22	6
23 to <24 years	23	6
24 to <25 years	24	6
25 to <26 years	25	7
26 years or more	26	7

MEMORANDUM OF UNDERSTANDING #1

On-Call Positions

The Oregon Nurses Association (“Association”) and Oregon Health & Science University (“Employer”) hereby agree that the Employer may, in its discretion, create on-call positions within the following parameters:

1. The on-call position will be a benefited position that consists of no regularly scheduled hours of work. Scheduled on-call hours shall be Monday evening through Friday morning from 1600 to 0700 and from 1600 on Friday through 0700 on Monday. Each position will be scheduled to cover between 120 and 126 available hours of call per pay period.

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

2. The Employer has the discretion to create an on-call position consistent with this Memorandum on any of the following units: South Operating Room/KPV, Trauma Intensive Care Unit, GI Lab, Angiography, Cath Lab, Care Management, Doernbecher OR, Doernbecher PACU, Casey Eye OR, Casey Eye PACU, Apheresis and Specialty Float Pool. The unit manager, in collaboration with the UBNPC, will determine whether an on-call position or positions will serve the needs of the unit and how the position will be integrated into the current on-call schedule. Consistent with those needs, the position may be split between no more than two (2) practice-related departments, but an individual call shift may not cover more than one unit at a time. The Employer will bargain with the Association prior to creating an on-call position on any other nursing unit.

3. The on-call nurse shall be guaranteed compensation of 48 hours per pay period at the nurse’s straight rate of pay, without regard to the number of hours actually worked. The first 48 hours of work performed per pay period shall be paid at the straight rate of pay. Neither shift differential nor weekend differential shall be paid for the first 48 hours.

4. Compensation for all hours worked from on-call status greater than 48 hours per pay period shall be consistent with the current compensation for work performed from on-call status, including time and one-half pay and payment of applicable shift and weekend differentials.

5. In each department where an on-call position exists, the department’s on-call scheduling guidelines will be revised to be consistent with this Memorandum. The guidelines may specify that holiday on-call scheduling rotation shall include the on-call position.

6. Paid time off benefits shall accrue on all hours worked, and on no less than 48 hours per pay period. Paid time off utilization shall be paid at a rate of six (6) hours per

regularly scheduled 15-hour on-call work shift, and nine (9) hours per regularly scheduled 24-hour on-call work shift. Similarly, for each on-call shift the on-call nurse is absent from work, paid time off will be utilized in such 6-hour (or 9-hour) blocks, which will then offset 6 (or 9) of the 48 hours of guaranteed pay per pay period.

OREGON NURSES ASSOCIATION

OREGON HEALTH & SCIENCE UNIVERSITY

By: _____

By: _____

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING #2

Resource Nurses – Wage Transition

The Oregon Nurses Association (“Association”) and Oregon Health & Science University (“Employer”) hereby agree to the following provisions relevant to the ongoing transition of nurses from flat rates of pay to the wage scale set forth in Appendix A of the current agreement:

1. Employees employed as resource nurses as of October 1, 2007 may opt to continue to be paid at the flat rate of \$37.00 for day shift, \$41.64 for evening shift and \$46.24 for night or weekend shift. These rates will remain unchanged for the duration of this Agreement. Nurses who so opt will continue to be eligible only for charge nurse, on-call and preceptor differentials, and they are not eligible for any of the differentials set forth in Section 24.3 (except pursuant to Section 24.2).

2. Said employees may make an election to change to the Appendix A wage scale by providing written notice within 30 days following ratification of the parties’ new agreement. Failure to so notify will result in their continuation at the current flat wage rate until no earlier than October 1, 2011. This election process will again be available within the 30-day period prior to October 1 of each succeeding year, with the same consequence of continuation at the current flat wage rate if no notification occurs. Nurses electing to change will be placed on the new scale based on their years of experience as determined by the Employer in accordance with Section 8.3.1.

3. If a nurse chooses to move to the new rate structure, the nurse may not move back to a flat wage rate.

OREGON NURSES ASSOCIATION

OREGON HEALTH & SCIENCE UNIVERSITY

By: _____

By: _____

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING #3

On-Call Staffing in Acute Care Units

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

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

OREGON NURSES ASSOCIATION

OREGON HEALTH & SCIENCE UNIVERSITY

By: _____

By: _____

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING #4

On-Call Staffing in Labor & Delivery Unit

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

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

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

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

OREGON NURSES ASSOCIATION

OREGON HEALTH & SCIENCE UNIVERSITY

By: _____

By: _____

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING #5
Voluntary On-Call Staffing in Adult Intensive Care Units

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

1. A voluntary call system will be established in each Adult ICU that does not have a mandatory call system (NSICU, CMICU, CSICU). The voluntary call systems will be developed and evaluated annually in conjunction with the staffing plan by each ICU’s UBNPC. Each UBNPC will use an evidence based approach to its evaluation.
2. Nurses who work in the Critical Care Specialty Float Pool are permitted to sign up for voluntary call shifts on units of their choosing.
3. The plan for the call system in each unit will be discussed and reviewed at the AURN Cooperative Committee prior to implementation. These call systems will be reviewed and evaluated after six (6) months, and as needed thereafter, by the Committee. If the objectives for the call systems have not been met after a minimum of six (6) months, the Employer will notify and offer to bargain with the Association over a new method for meeting the cluster’s staffing needs and the parties will proceed in accordance with ORS 243.698.
4. Nothing in this memorandum shall be interpreted to limit the Employer’s right to establish and maintain voluntary call programs.

OREGON NURSES ASSOCIATION

OREGON HEALTH & SCIENCE UNIVERSITY

By:_____

By:_____

Date:_____

Date:_____

MEMORANDUM OF UNDERSTANDING #6

Predictable Temporary Unit Closures

Oregon Health & Science University (“Employer”) and the Oregon Nurses Association (“Association”) acknowledge that work in a unit or units may be temporarily interrupted for a variety of reasons and thereby cause temporary closure of the unit(s). It is the parties’ mutual desire that nurses in a temporarily closed unit continue to work to the fullest extent possible during the closure period. Accordingly, the parties hereby agree as follows:

1. In the event of a predictable temporary unit closure that exceeds five (5) days, the following process will take place:
 - a. Nurses in the closed unit will be notified at least twenty-four (24) hours if not sooner in advance of the start of the temporary closure.
 - b. The Employer will offer to impacted nurses the opportunity to take vacation time during the closure period. The options in subparagraphs c and d below apply to nurses who do not exercise this option.
 - c. Nurses may elect to take other voluntary time off or elect a combination of time off and work. In order to allow the Employer a reasonable opportunity to schedule effectively, the election will be made in advance and will apply to the entire closure period. The Employer and the Association will coordinate their efforts in seeking volunteers to take time off.
 - d. All elections to take other voluntary time off will be managed in blocks of time of at least three (3) scheduled work days during the time the nurse normally would have been scheduled to work. Voluntary cancellation hours under this section among impacted nurses will not count toward the individual maximums.
 - e. Previously granted time off during a closure will not be rescinded without the nurse’s consent, even if there is a change in the projected closure period.
 - f. Nurses are otherwise expected to report as scheduled for assignment to units where they are qualified to work or to clinically related units where they are being offered cross-orientation.
 - g. A nurse is accountable for adherence to the elections he or she has made for the entire closure period. A nurse may request during the closure a change to the elections he or she has made. The Employer may approve the request but is not obligated to do so.
 - h. Regular nurses will have the opportunity to displace resource nurses on the work schedule if qualified to perform the work.

- i. All involuntarily cancelled hours during a unit closure will count toward nurses' individual maximums.
 - j. All daily voluntary cancellation hours among impacted nurses will count toward the individual maximums.
2. Temporary closure of a unit within the Adult Critical Care cluster will result in a reallocation of the work among nurses in the cluster, including float pool nurses. The rotational basis for cancellation will apply cluster-wide.
 3. In accordance with Section 7.12.6 of the parties' Agreement, nurses' accrued benefits will accrue on all cancelled hours during a temporary closure.
 4. The Employer maintains the discretion to determine whether a reduction in personnel is necessary at any time during a unit closure. In the event that a unit closure exceeds sixty (60) days, however, the Association may, on behalf of nurses impacted by the closure, require that the Employer invoke the layoff procedure in Article 20.
 5. The Employer will develop specific procedures to administer time off during temporary closures to be reviewed at the AURN Cooperative.
 6. The terms of this memorandum may be modified at any time upon the parties' mutual consent. Either party desiring to bargain over a modification of terms must provide written notice no less than thirty (30) days prior to bargaining. The parties agree that they will hold a bargaining session within seven (7) days of the end of the 30-day notice period. Nothing in this paragraph is intended to preclude an earlier start date.

OREGON NURSES ASSOCIATION

OREGON HEALTH & SCIENCE UNIVERSITY

By: _____

By: _____

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING #7
Alternative Process for Change in FTE Status

Oregon Health & Science University (“Employer”) and the Oregon Nurses Association (“Association”) support processes that provide flexibility and job satisfaction to nurses while meeting patient care and operational needs. Accordingly, the parties agree to implement the following pilot program that will allow periodically for the opportunity to change FTE status without invoking the bidding process set forth in Article 19 of the Agreement:

1. The process for a change in FTE allocation on a unit and shift may be triggered either by a request from a nurse or by a manager’s initiative.
2. After the process is initiated, notice shall be given to all regularly scheduled nurses on the unit and shift of the opportunity for a potential change in FTE status. “Shift” shall be defined broadly to include all start and stop times normally identified with the day shift, the evening shift or the night shift, respectively. Nurses must submit in writing their interest in such a change within a deadline of no less than fourteen (14) days and no more than thirty (30) days after notice is sent.
3. Requested changes must meet the unit’s operational needs as determined by the manager following consultation, as applicable, with the UBNPC and/or other personnel responsible for scheduling on the unit.
4. In the event of an approved change, FTE reallocation will be based on seniority. Reallocation shall be FTE neutral or as otherwise meets the unit’s operational needs as determined by the manager. The process permits a discussion of changes between 8-hour shifts and 12-hour shifts without the guarantee of any outcome.
5. Nurses who have submitted interest in a change will be notified of changes that have been approved. Approved changes will be implemented as soon as practicable, but not to exceed six (6) months following such notice.
6. Unit managers are not obligated to address additional FTE changes pursuant to this process within twelve (12) months after approving a change on the unit.
7. UBNPC’s on each unit are encouraged to adopt procedural guidelines supplemental to the criteria set forth above.
8. This pilot program shall be available in all units and shall continue for a period of eighteen (18) months following the effective date of the parties’ Agreement. At the end of the 18-month period the parties may mutually agree to continue the program under the same or modified terms. If agreement is not reached, then either party may choose unilaterally to discontinue the program.

OREGON NURSES ASSOCIATION

OREGON HEALTH & SCIENCE UNIVERSITY

By: _____

By: _____

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING #8

Reward/Recognition Program Task Force

The parties agree to assemble a task force no later than February 1, 2011 to investigate a reward/recognition program tied to the Employer's professional practice model. The task force will include an equal number of representatives of the bargaining unit and of the Employer, with a minimum of six (6) each. The Association will select the six staff nurses and the Employer will select its representatives for the task force. The Association and the Employer are encouraged to make recommendations for membership on the task force to the other party for each other's consideration. No more than four (4) recommendations for consideration should be offered. One Association labor representative and one Employer representative from Human Resources will also participate in non-voting capacities and serve as consultants to the task force. The task force will be co-chaired by one staff nurse and one Employer representative.

Members who are serving on the task force on behalf of the Association will be compensated at their straight time rate of pay for time spent in meetings and for time working on the task force as otherwise approved by the Employer.

The task force will gather data, investigate options and make recommendations to the Employer and the Association no later than September 30, 2011. The parties will address these mid-contract recommendations through the collective bargaining process and will seriously consider any recommendations that result from the work of the task force.

OREGON NURSES ASSOCIATION

OREGON HEALTH & SCIENCE UNIVERSITY

By: _____

By: _____

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING #9

Interpreter Pay Task Force

The parties agree to assemble a task force within ninety (90) days following execution of the Agreement for the purpose of developing and recommending meaningful standards applicable to the implementation of Section 10.10.2 of the Agreement. The task force will include three (3) members of the bargaining unit selected by the Association and three (3) representatives of the Employer. The task force will complete its work no later than one (1) year following execution of the Agreement and will present its recommendations to the AURN/Management Cooperative Committee.

OREGON NURSES ASSOCIATION

OREGON HEALTH & SCIENCE UNIVERSITY

By: _____

By: _____

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING #10

Holiday Leave Bank – Transition Issues

The Oregon Nurses Association (“Association”) and Oregon Health & Science University (“Employer”) hereby agree to the following provisions relevant to the transition from separate holiday leave banks and vacation leave banks to a consolidated vacation and holiday time bank:

1. Continuing through the last pay period of calendar year 2010, all regular employees will continue to accrue holiday hours as set forth in Section 11.1 of the parties’ previous agreement, as follows: Regular employees will earn .0308 hours for each hour paid, with the same exceptions that are set forth in Section 11.1, up to a maximum of 64 holiday hours per calendar year. Hours accrued shall be deposited into the employee’s holiday leave bank. The maximum number of hours accruable in this bank is 64 hours. Hours accrued after the maximum has been reached will automatically be paid in cash. Nurses may elect to use available hours from their holiday leave bank for any allowable use of paid time off, including unscheduled absences.

2. Continuing through the last pay period of calendar year 2010, all regular employees will continue to accrue vacation time at the rate set forth in Section 11.2 of the parties’ previous agreement, as follows:

Years of Service	Accrual Rate	Maximum Annual Vacation Leave Accrued
0 months through 5 th year	.0615 hours	128 hours
After 5 th year through 10 th year	.0731 hours	152 hours
After 10 th year through 15 th year	.0846 hours	176 hours
After 15 th year through 20 th year	.0962 hours	200 hours
After 20 th year	.1077 hours	224 hours

3. Effective the first pay period of calendar year 2011, the accrual of holiday hours and vacation time set forth in paragraphs 1 and 2 above will be discontinued and will be replaced by the accrual of vacation and holiday time as set forth in Section 11.1 of the parties’ current Agreement. Accrued but unused hours in nurses’ holiday leave banks may continue to be utilized thereafter for any allowable use of paid time off, including unscheduled absences, through September 30, 2011, at which time all remaining unused hours in nurses’ holiday leave banks will be cashed out.

OREGON NURSES ASSOCIATION

OREGON HEALTH & SCIENCE UNIVERSITY

By: _____

By: _____

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING #11
Safe Patient Mobilization

The Employer and the Association have a mutual interest in reducing the potential of injury to patients and to employees entrusted with the handling and mobilization of patients, in developing accountability of employees for their personal safety and the safety of patients, and in enhancing the work environment. Accordingly, the parties mutually support the Safe Patient Mobilization Program at OHSU (“Program”) that is championed by the Chief Nurse Executive and facilitated by the Safe Patient Mobilization Committee. The parties’ mutual support extends to the goals, governance, initial focus, strategies and tactics that are reflected in the Safe Patient Mobilization Program Plan, as that document continues to change and develop over time. The Employer will maintain and fund the Program until its completion, as determined by the CNE and the Nursing Quality Safety Council.

OREGON NURSES ASSOCIATION

OREGON HEALTH & SCIENCE UNIVERSITY

By: _____

By: _____

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING #12
Incentive for Reduction of Unscheduled Absences

To encourage employees to responsibly manage unscheduled time off, the Employer during the term of this Agreement will afford benefit eligible nurses the opportunity to convert sick leave hours accrued during the prior calendar year to accrued vacation hours. The opportunity to convert will be based on an employee's limited number of unscheduled absences during the prior calendar year. Eligible employees must have been employed during the entire prior calendar year at .5 FTE or above. Conversion must be exercised no later than January 31. Conversion shall occur as follows:

1. Employees with no unscheduled absences during the calendar year will have the option to convert up to twenty-four (24) sick leave hours to vacation/holiday leave hours.
2. Employees with one (1) unscheduled absence during the calendar year will have the option to convert up to sixteen (16) sick leave hours to vacation/holiday leave hours.
3. Employees with two (2) unscheduled absences during the calendar year will have the option to convert up to eight (8) sick leave hours to vacation/holiday leave hours.

The provisions of this Memorandum of Understanding will, unless modified or renewed, sunset as of January 31, 2014.

OREGON NURSES ASSOCIATION

OREGON HEALTH & SCIENCE UNIVERSITY

By: _____

By: _____

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING #13
Strategic Transportation and Parking Advisory Council

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

1. The Employer shall, no later than April 1, 2011, establish a Strategic Transportation and Parking Advisory Council (“Advisory Council”). The Advisory Council will consist of stakeholders throughout the Employer’s organization, including one (1) representative from the ONA bargaining unit.
2. The Advisory Council will make strategic recommendations that focus on transportation goals, including but not limited to addressing issues such as employee parking, alternative modes of transportation and other matters that bear upon the daily commute of employees to and from the Employer’s Marquam Hill Campus.
3. Members who serve on the Advisory Council on behalf of the Association will be compensated at their straight time rate of pay for time spent in meetings and for time working on the Advisory Council as otherwise approved by the Employer.
4. The Advisory Council will be responsible for making recommendations to the Employer’s Executive Leadership Team (“ELT”) for all matters within its scope of engagement as set forth in a charter developed by members, including milestones for development of a strategic plan and ensuing review period(s). During the course of developing a strategic plan, the Advisory Council will report to the ELT every six (6) months, or as otherwise directed by the ELT.

OREGON NURSES ASSOCIATION

OREGON HEALTH & SCIENCE UNIVERSITY

By: _____

By: _____

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING #14

Transportation and Parking Administration

The Oregon Nurses Association (“Association”) and Oregon Health & Science University (“Employer”) hereby agree to the following additional understandings regarding parking and transportation that are supplemental to the provisions in Article 25:

1. Night shift employees who are transferring to a day shift position and who have previously participated in the monthly parking pass program on the day shift shall have their monthly parking pass for the day shift restored.

2. The Employer will continue its efforts to make available in an accessible location on its premises a sufficient number of bicycle lockers and cages to accommodate employees, including nurses, who desire to commute by bicycle. The Employer will maintain a cash incentive program for verified bicycle commuting.

OREGON NURSES ASSOCIATION

OREGON HEALTH & SCIENCE UNIVERSITY

By: _____

By: _____

Date: _____

Date: _____