

AGREEMENT BETWEEN

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

November 12, 2007 – September 30, 2010

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PREAMBLE

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

ARTICLE 1 – RECOGNITION AND ASSOCIATION SECURITY

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

1.2 Association Security.

1.2.1 Membership/fair share/contributions to charitable organizations.

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

1.2.2 Deduction for Dues.

Upon written request, on the Association form to be available at the Employer, members of the Association may have regular monthly dues deducted from their paychecks. Employees making fair share payments in-lieu-of dues shall have their fair share payments deducted monthly. Bargaining unit members employed subsequent to the execution of this Agreement shall have the appropriate

deduction made the first of the month following the first full month of employment. The amounts to be deducted shall be certified to the Employer by the 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 Vice President of Human Resources 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 designed as authorized representatives. The representative, after advising the Vice President of Human Resources 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 Vice President of Human Resources 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 existing and future laws of the State of Oregon. 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. Other employee rights and benefits which are mandatory subjects of bargaining and are well established in the bargaining unit shall remain unchanged during the term of this Agreement unless modified by mutual agreement. 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 probationary 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, job-incurred disability 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.

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. If the complaint is not satisfactorily resolved by the AAEO Department'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 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 make a reasonable effort to provide the nurse with a repayment plan within fifteen (15) days after having been notified of the overpayment. If the nurse fails to respond with an approval or a request for a plan adjustment within fifteen (15) days after the proposed repayment plan is sent by e-mail and by regular mail, the nurse will be deemed to have accepted the plan as written. The letter providing the repayment plan will advise the nurse of his/her rights under this section.

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.

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.

6.5 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 therefor.

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 seven (7) calendar days from the date the notice is received. The employee shall be permitted to have an official representative present. At the discretion of the Employer, the employee may be suspended with or without pay or be allowed to continue to work, as specified in the pre-disciplinary notice. The pre-disciplinary investigation will be completed and notification given to the employee no later than fifteen (15) calendar days from her/his receipt of the pre-disciplinary notice.

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 678.010 - 678.410).
- c. Adherence to the Oregon Administrative Rules Chapter 851 established by the Board of Nursing pursuant to the Nurse Practice Act.

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.

6.11 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 with the Retention and Recruitment Director or designee.

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.

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 ten (10) 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.

7.2 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. The minimum number of staff needed to cover a department;

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

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 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.

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 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.

7.6.4 Work on next scheduled shift. When an employee reports to work during a shift while on-call and is scheduled to work the shift following the on-call shift, the employee may request to go home during the scheduled shift. The Employer agrees to make every reasonable effort to grant the employee's request. When time off is granted, an employee may choose to use paid time off or take leave without pay.

7.6.5 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 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.

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 bed and chair, television, telephone, bathroom and shower, air filter, pager, and study desk with lamp and chair.

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 in block vacation requests have been approved and operating requirements of the unit have been met. Requests received out of block will be honored on a first-come, first-served basis (see Article 13.7).

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 time loss is considered leave without pay. Employees may request and shall be granted use of paid leave time. 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. 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. Shift curtailments may not be implemented for the beginning of the shift, unless by mutual agreement. 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.

An employee who is scheduled for work and reports to work will be paid for a minimum of four (4) hours or one-half (½) of her/his scheduled shift, whichever is greater. This obligation to pay will not apply when interruptions of work are caused by an Act of God. 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.

7.12.2 Shift cancellation. A shift cancellation occurs when an employee does not work any portion of the scheduled shift because of lack of work. An employee who is not given notice of cancellation two (2) hours prior to the beginning of the scheduled shift from which he/she is being canceled, but who receives such notice prior to reporting to work, shall receive two (2) hours of pay. 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.

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.

7.12.3 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. If an employee agrees to shift curtailment or shift cancellation on a voluntary basis, those hours shall count toward these maximums.

7.12.4 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.

7.12.5 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. 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, which will consider a template developed by the PNCC.

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.

7.13.3 Nurses within the specialty float pool, after demonstrating competence, shall receive orientation to all areas to which they are floated.

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.

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 include subsistence expense charges for meals and lodging, and miscellaneous expense charges for business telephone calls, faxes, postage, registration fees, taxes on lodging accommodations, and emergency equipment or supply purchases. Travel expenses do not include personal expenses incurred by the employee such as tips, laundry, cost of hair care, alcoholic beverages, shoe shines, and other personal expenses; such expenses shall not be authorized at any time.

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

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

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

8.5.3 Meal expenses. Employees shall be reimbursed for their meals, in accordance with the OHSU Travel Policy, only under the following conditions:

- a. The employee while on in-state travel status qualifies for lodging allowance. In-state travel means all travel from a point of origin within Oregon to a point of destination within the State.
- b. The employee is assigned to attend an in-state conference or training where the conference or training schedule includes a meal or meals as part of the agenda.
- c. The employee is traveling during a meal period on a commercial or chartered carrier, such as a bus, airline or train and a meal is not provided by the carrier, exclusive of transportation within thirty-five (35) miles of the employee's assigned work site.

- d. The employee is responsible for seeing that an individual who is in the care, custody or control of the Employer is fed a commercial meal.
- e. The employee is traveling out-of-state. Out-of-state means all travel from a point of origin in Oregon to a point of destination in another state, and return therefrom.

8.5.4 Lodging expenses. Employees traveling out-of-state shall be authorized actual lodging expenses supported by a receipt in accordance with the OHSU Travel Policy. Employees traveling in-state shall receive an allowance for lodging only when they would not reasonably be expected to return to their residence between work shifts, in accordance with the OHSU Travel Policy. The employee's residence is the actual dwelling place of the employee, determined without regard to any other legal or mailing address.

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 worked by an employee, as well as scheduled vacation time, will be used in the calculation of overtime. Time spent on-call but not called into work, however, does not count as time worked.

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 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.

9.3.1 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.

9.3.2 Designation of CNI shifts. The Employer shall designate “Critical Need” shifts on the schedule as deemed necessary. Once a shift has been identified on a unit or cluster as a Critical Need Incentive shift, any FTE nurse in the unit or cluster who works the shift as an “extra” shift shall receive the premium, regardless of the date he/she agreed to work the shift so designated.

- a. Prime time periods. The Critical Need Incentive will be applied to all shifts scheduled after posting deadlines which are required to bring staffing to baseline for all Prime Time periods as identified in Section 13.6.
- b. Short notice. Further, the Critical Need Incentive also will be applied to any shift on a unit with a baseline staffing of ten (10) or less where staffing on the unit is more than one (1) nurse below the appropriate staffing level, adjusted for census and acuity, two (2) hours prior to the beginning of the shift as determined by the Division Director or designee. For a shift on a unit with a baseline staffing of more than ten (10), the

incentive will be applied where staffing is more than two (2) nurses below such adjusted staffing.

9.3.3 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. The incentive will not apply to stand-by shifts, to education or meeting time, 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.

9.4 Other Forms of Premium Pay.

9.4.1 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.

9.4.2 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.

9.4.3 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.

9.5 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 ($\frac{1}{2}x$) 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 ($1\frac{1}{2}x$).

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.

10.3 Call Pay. Time spent on-call shall be compensated at the rate of \$3.50 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 \$4.00 per hour.

10.4 Standby Pay. A qualified OR Registered Nurse assigned to “standby” status 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 Interpreter Certification Bonus. An employee shall receive an annual interpreter certification bonus of \$300.00 per year if (1) the employee is proficiently bi-lingual in English and another language, (2) the Employer has determined that there is a demonstrated need to require an employee interpreter for such language within the patient population base of the employee's unit/department, and (3) the employee has been certified by the Employer's Translation and Interpreter Services Department as a "certified medical interpreter."

10.9.1 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.

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

10.10 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 has assigned 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 employee's job description includes the requirement that such employee be required to speak and/or write bilingually in both the English language and a specific recognized language approved by the Employer. The department will make the sole determination whether or not such language skill is necessary for completion of the department's mission and the inclusion in an employee's job description.
- d. The employee has successfully completed an appropriate non-medical language examination certifying his/her ability to speak and/or write in a language deemed necessary as noted in "c" above. Certain employees may also be required to provide medical language interpretation which will require their successful completion of an appropriate medical language examination certifying their ability to speak and/or write in a language deemed necessary as noted in "c" above. Interpretive Services shall be responsible for the creation and administration of any such examination(s).

An employee who is eligible for the interpreter certification bonus under Section 10.9 and the bi-lingual differential under this article will not be entitled to both benefits, but will be entitled to receive the higher paying benefit.

ARTICLE 11 – HOLIDAY AND VACATION BENEFITS

11.1 Accrual of Holiday Hours. All regular employees will earn .0308 hours for each hour paid, with the same exceptions that are set forth in Section 11.2, 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.

11.2 Accrual of Vacation Time. All regular employees are eligible to accrue vacation benefits. Vacation time shall be accrued on the basis of hours compensated, including

hours compensated from an employee’s vacation, sick leave or holiday leave account. An exception will apply when an employee elects, pursuant to Section 9.5, to bank hours worked as compensatory time in lieu of cash payment, in which case vacation shall accrue on the hours worked (rather than hours later compensated from a compensatory time bank). Vacation time shall not accrue on on-call hours or on hours cashed out. Vacation time shall accrue at the following accrual rates:

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

11.3 Rate of Pay. Compensation for use of accrued vacation shall be at the employee’s straight rate of pay.

11.4 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.

11.5 Ceiling. Vacation hours may accumulate to a maximum of three hundred (300) hours. To avoid losing vacation accumulation, a nurse who is approaching the 300-hour maximum is expected to manage time off to avoid any accrual loss. The nurse must request vacation 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 accruals up to a maximum of fifty (50) hours will be placed in a hold bank until such time as vacation can be arranged to reduce the balance below the maximum. Vacation accruals

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

ARTICLE 12 – UTILIZATION OF BENEFIT TIME

12.1 Use of Vacation Time. Except where otherwise provided by law or by a specific provision of this Agreement, vacation, holiday or compensatory time must be used for all prescheduled time off taken by an employee. Vacation time may not be used for unscheduled absences unless the absence is (1) FMLA/OFLA qualified (in which case the employee may elect whether to use vacation time) or (2) approved by the Chief Nurse Executive.

12.2 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.

12.3 Cashout of Benefit Time.

12.3.1 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.

12.3.2 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.

12.3.3 Voluntary cashout. Nurses will be afforded the opportunity to request cashout of accrued but unused vacation time (provided they have an unencumbered vacation accrual balance of 120 hours or more), compensatory leave and/or holiday hours 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 time requested or the amount of vacation 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 time allowed is forty (40) hours per occurrence.

12.4 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.

12.4.1 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 donee employee's sick leave bank at her/his hourly rate. Unused donated leave may not be recovered by the donor employee.

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

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

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

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

13.5.5 Alternative scheduling. Each work unit or department shall have the opportunity once each calendar year to develop, by consensus of the employees and the manager, creative methods of vacation scheduling as an alternative to this Section 13.5.

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 September 30, January 31, and May 31 for the respective blocks.

13.6 Exercise of Seniority. In case of conflicts that cannot be settled through staff negotiations, employees may exercise seniority once every other calendar year for requests made during “prime time,” and once every calendar year for requests during “non-prime time.” Employees choosing to exercise seniority must so indicate on the leave request form. If it turns out that such an employee did not need to exercise seniority to receive the requested time off, the employee will not be deemed to have exercised seniority.

“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).

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

13.7 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.

13.8 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.

13.9 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.

13.10 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.

13.11 Loss of Vacation Accrual. To avoid losing vacation accumulation, an employee who is approaching the 300-hour maximum must request vacation leave sufficiently in advance to avoid exceeding the maximum. If, due to unit operational needs, the Employer is unable to grant time off, all excess vacation accruals will be paid in cash until such time as vacation can be arranged.

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 11.2), 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 employment which is due to the employee's illness, bodily injury, disability resulting from pregnancy, parental leave (consistent with federal and state laws including current case law), necessity for medical or dental care, exposure to contagious disease, or 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. 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.

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 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, up to a maximum of twenty-eight (28) 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 six (6)

weeks prior to the work cycle in which the employee seeks to utilize the leave. 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 or compensatory accrued paid leave following the exhaustion of accrued sick leave. This election must be made at the commencement of such leave. An employee electing to use vacation or compensatory accrued paid leave will be required to use such leave at a rate commensurate with his/her FTE status. However, such employee will be permitted to retain vacation or compensatory accrued paid leave at the employee's discretion up to forty (40) hours while remaining on FMLA leave. The use of vacation 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 for (1) military service school training beyond eleven (11) work days during a period of active duty training, or (2) a period of active duty service with the Armed Forces of the United States. 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. 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.

15.3.2 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.

15.3.3 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.

15.3.4 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.

15.3.5 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.

15.3.6 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.

15.3.7 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 Employee Benefit. The Employer shall make available the following monthly dollar amounts for use by each benefited employee in the Employer's *University Flex* benefit program:

16.1.1 Effective each calendar year during this Agreement, the Employer contribution shall be, for employees at .7-1.0 FTE, the amount contributed in the prior calendar year plus 80% of the total premium increase for the employee-only cost of the OHSU PPO Plan and the total premium increase for the employee-only cost of the ODS Dental Plan. Employees at .5-.69 FTE will receive 70% of the foregoing contribution amount.

16.1.2 The Employer shall 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 shall receive the following monthly cash benefit:

Employees at .7-1.0 FTE	\$ 210.00 in calendar year 2008 \$170.00 in calendar year 2009 \$130.00 in calendar year 2010
Employees at .5-.69 FTE	\$ 147.00 in calendar year 2008 \$ 119.00 in calendar year 2009 \$ 91.00 in calendar year 2010

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, including the domestic partner eligibility requirements set forth in Appendix B to this contract. 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, as adjusted for calendar year 2008. 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 OHSU Employee Benefits Council. The Employer shall participate on an Employee Benefits Council in accordance with the provisions of Appendix C to this Agreement. The Council will, in accordance with Appendix C, 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. Eligibility for insurance contributions is determined monthly for all regular employees assigned a .5 or greater FTE employment status and having been compensated at least fifty percent (50%) of regular full-time hours in the applicable qualifying pay period. All regular employees with an employment status of .5 FTE or greater will become eligible on the first of the month following initial employment.

ARTICLE 17 – RETIREMENT

17.1 Plan Election. Eligible employees hired on or after August 29, 2003 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 Oregon Public Service Retirement Plan (OPSRP) 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. The Employer shall withhold all retirement

contributions on behalf of employees failing to make such election until such plan selection is completed. Withheld contributions shall accrue no interest.

17.1.2 Employees who have elected to participate in the OPSRP or are currently a participant in the Public Employees Retirement System (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 PERS, OPSRP or the UPP. Such "pick-up" or payment of the employee contributions to PERS, OPSRP or to the UPP 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 participating in PERS, OPSRP or the UPP 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 a court of competent and final jurisdiction precludes the Employer from making the six percent (6%) contribution on behalf of the employee, the Employer will provide a five percent (5%) wage adjustment effective the date the Employer is legally precluded from further picking up such employee contribution. This provision is hereby negotiated in the interest of the Employer maintaining comparable wages and benefits within the community.

ARTICLE 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 Section 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 Section 20.6).

ARTICLE 19 – 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 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 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 in the Educational Resource Center (ERC) and on the on-line web site. Position postings shall include the following information: work unit, FTE, qualifications for the job, shift length, every other weekend obligations (or less if appropriate), length of orientation, and where to apply.

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 mean any involuntary full or partial reduction in an employee's FTE status for an indefinite period of time.

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.

20.2.2 Option of employee notified of FTE reduction. An employee notified of a reduction in FTE 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) volunteers, (2) temporary employees as defined by statute (ORS 240.309) and contracted agency nurses, and (3) regular nurses by inverse order of seniority (including nurses filling interim positions and nurses not currently accruing seniority). If it is found that two (2) or more employees with the Employer have equal seniority, then the order of layoff shall be determined by the Employer in such a manner as to conserve for the Employer the services of the most qualified employees. Employees with a temporary increase in FTE will revert to their previous FTE.

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

20.2.5 List of bumpable positions. First, a list of nurses shall be identified by unit/workplace who have chosen to exercise their right to bump in lieu of layoff. Second, working from the bottom of the bargaining unit seniority list, bumpable positions equal to

the number of nurses listed above will be identified. The least senior nurses with the Employer will be placed on the bump list regardless of FTE or shift.

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

An employee may only displace/bump an employee with less seniority in the same job classification appearing on the bump list. The affected employee may in turn only displace an employee appearing in the bump list who has less seniority than the affected employee, provided no vacancy exists for which the employee is qualified. If multiple employees are laid off, the bumping will occur in order of seniority.

20.3 Recall. 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 would be willing 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 for which the nurse is qualified, will be removed from 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 unit scheduler at least two (2) weeks in advance of the posted work schedule date and be willing to submit to the same employment obligations as required of Resource

Nurses as outlined in Article 24. Refusal to work available shifts at the request of the Employer will not affect recall rights. Work will be offered to a laid off nurse on a rotating basis starting with the most senior nurse. Compensation will be equal to that of a Resource RN.

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 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.

20.7.1 Notice. If the Employer determines that a restructure may be necessary, it will submit a written proposal detailing the contemplated restructure to the Association at least sixty (60) days prior to implementation. The Association may call a meeting with the Employer to present comments and recommendations pertaining to the contemplated restructure.

20.7.2 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.

20.7.3 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 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. \$200.00 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 one (1) paid 8-hour day 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 will receive an annual certification bonus. Employees who have a current non-nursing certification approved by the Employer and the Professional Nursing Care Committee (PNCC) will also be eligible to receive the annual certification bonus. Non-nursing certifications will only be approved annually when relevant to the nurse's area of practice. 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 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 D) 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 the Employer's Labor Relations Division 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.

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 PTO Requests. Block PTO 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 month, 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. The Employer is not guaranteeing resource nurses 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. Active clinical nursing faculty 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 9.3. 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 Canceled 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.

24.9 Failure to Meet Shift Obligations. Should a resource nurse fail to meet the minimum 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 one (1) month each year to accommodate time off for vacation needs.

ARTICLE 25 – PARKING

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

ONA

AFSCME

Physician

Medical Students

Nursing Students

Dental Students

Unclassified Administrative

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

25.2 The Association shall appoint a member to represent nurses on the parking committee. The Parking Program Director will designate a resource person in the parking office to assist RN employees with parking needs.

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

25.4 Nurses attending mandatory meetings will be accommodated at satellite parking lots at no charge to the nurse.

25.5 The Employer will provide twenty (20) reserved parking spaces for nurses who are requested by the Employer to work unexpectedly or during on call hours, in order to meet

patient care needs. These parking spaces will be located in a lot that assures safe and timely access to the workplace.

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

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

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

25.9 Shuttle service to off-campus lots will operate from 4:00 a.m. through 8:50 p.m. There will be twenty-four (24) hour shuttle service as needed.

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 654.001 and 654.295 and 654.991).

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

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 On-the-Job Accidents or Exposure to Serious Communicable Disease.

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

26.6.2 Claim form. In the event of a claimed on the job accident or occupational disease that involves the care of a physician or lost time from work, the Employer agrees to assist employees with 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.

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

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

26.6.5 Response to exposure to serious communicable diseases. If in the conduct of official duties an employee is exposed to serious communicable diseases which would require immunization, testing or treatment, the employee shall be provided immunization against, testing for, or treatment of such communicable disease without cost to the employee.

26.6.6 Employees' failure to comply. Employees who fail to comply with JCAHO required education, testing, immunization or treatment will be placed on Leave Without Pay (LWOP) pending the period of their non-compliance and the outcome of any pre disciplinary proceedings. Non-compliance will be grounds for disciplinary action up to and including dismissal. The Employer shall provide a reasonable opportunity for employees to obtain their required education.

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 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 this committee to provide them an opportunity for review and comments. 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.

27.1.5 The Retention and Recruitment Director shall provide a quarterly 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. The UBNPC is responsible for making recommendations and accomplishing tasks related 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.

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.

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

27.2.2 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.

27.2.3 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.

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

27.2.5 Ambulatory care areas, very small nursing units, and non-traditional areas may define “unit” for purposes of this article only.

27.2.6 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 27.2.6. 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, 2010, 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 November, 2007.

FOR THE ASSOCIATION:

Julie Kettler
Labor Relations Representative

Harold Fleshman, RN
AURN President

Susanna Rhodes, RN, BSN
AURN Vice-President

Phyllis Lee, RN
AURN Treasurer

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

Katy Cooper, RN, BSN, CCRN

Stew Levy, RN

Tricia Shoun, RN

FOR THE EMPLOYER:

Jenny James
Chief Nurse Executive

Brian Morrison
Lead Negotiator

Priscilla Andres
Human Resources Director

Barbara Jennings-Garant
Nurse Manager

Cindy Scherba
Nurse Manager

Helen Phillips
Ambulatory Services Administration Director

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.

Effective October 1, 2007:

Step	2	3	4	5	6	7	8	9	10
Base Rate	27.41	28.75	30.11	31.60	33.03	34.62	36.31	38.03	39.82
BSN Rate	28.71	30.11	31.55	33.10	34.60	36.26	38.03	39.84	41.72
MSN Rate	30.02	31.48	32.98	34.60	36.17	37.91	39.75	41.65	43.61
Nurse Practitioner	36.18	37.95	39.75	41.71	43.60	45.70	47.92	50.20	52.57
Resource Nurse	31.52	33.06	34.63	36.34	37.98	39.81	41.75	43.74	45.80

Effective October 13, 2008:

Step	2	3	4	5	6	7	8	9	10
Base Rate	28.51	29.90	31.32	32.86	34.35	36.00	37.76	39.55	41.42
BSN Rate	29.86	31.32	32.81	34.42	35.98	37.71	39.55	41.43	43.38
MSN Rate	31.22	32.74	34.29	35.98	37.61	39.42	41.34	43.31	45.35
Nurse Practitioner	37.63	39.46	41.34	43.38	45.34	47.53	49.84	52.21	54.67
Resource Nurse	32.78	34.38	36.02	37.79	39.50	41.41	43.42	45.49	47.63

Effective October 12, 2009:

Step	2	3	4	5	6	7	8	9	10
Base Rate	29.65	31.09	32.57	34.18	35.72	37.44	39.27	41.14	43.07
BSN Rate	31.06	32.57	34.12	35.80	37.42	39.22	41.13	43.09	45.12
MSN Rate	32.46	34.05	35.67	37.42	39.12	41.00	43.00	45.04	47.17
Nurse Practitioner	39.14	41.04	42.99	45.11	47.16	49.43	51.83	54.30	56.86
Resource Nurse	34.10	35.76	37.46	39.30	41.08	43.06	45.16	47.31	49.53

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
DOMESTIC PARTNER ELIGIBILITY REQUIREMENTS

Eligibility Requirements for Medical, Dental Coverage, & Life Insurance

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

1. You must submit an Affidavit of Domestic Partnership (see attached).
2. You must submit proof of cohabitation and financial interdependence (see below).
3. If you are eligible or become eligible to register as domestic partners in the jurisdiction in which you live and/or work, you must declare that you have registered or will register within the earlier of 31 days of enrollment or registration eligibility. The only exception to this requirement is if the public nature of the registration would create a hardship for either you or your domestic partner, in which case a statement as to the nature of the hardship must be submitted to the benefits office in the Human Resources department.

Enrollment Procedures

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

Proof of Cohabitation and Financial Interdependence

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

1. Copy of a signed lease showing both names.
2. Copy of a joint mortgage note.

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

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

Contributions for Domestic Partnership Coverage

Your contributions for providing coverage for your domestic partner will be the same as those charges for a spouse. However, IRS rules require that:

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

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

APPENDIX C
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 Vice President of Human Resources, 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 D
OFFICIAL GRIEVANCE FORM

MEMORANDUM OF UNDERSTANDING #1

Benefits

The Oregon Nurses Association (“Association”) and Oregon Health & Science University (“Employer”) hereby agree to the following provisions relevant to health insurance benefits, as set more fully in Article 16 of the current agreement:

1. Conversion to the “Pay as You Go” program for all health insurance premiums, as discussed and described in the Employee Benefits Council, will become effective as of November 2007.

2. New contract language in Section 16.1.1 tying the flex benefit increase to the employee-only cost of the OHSU PPO Plan shall be effective beginning in calendar year 2009. The increase for 2008 will be tied to the employee-only cost of the BCBS 250 Plan.

3. During the life of this Agreement, in the event that a nurse is laid off involuntarily and selects COBRA continuation coverage, the Employer will cover the cost of coverage for month following the date of layoff.

4. The scope of licensure clause pertaining to eligibility for short term disability coverage will be removed as soon as practicable, but no later than January 1, 2008.

OREGON NURSES ASSOCIATION

OREGON HEALTH & SCIENCE UNIVERSITY

By: _____

By: _____

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING #2

Specialty Float Pool

In the interest of maintaining a Nursing Resource Management Specialty Float Pool (“Float Pool”) that consists of highly specialized nurses responsive to patient care needs, the Oregon Nurses Association (“Association”) and Oregon Health & Science University (“Employer”) hereby agree as follows:

1. **Structure.** Staffing shall be by specialty cluster in accordance with Float Pool position descriptions. Specialty clusters may be subject to future expansion to include, in the Employer’s discretion, designated ambulatory care units and additional inpatient units.
2. **Compensation.** 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 cluster, shall receive an hourly differential as follows:
 - a. Regular nurses whose FTE status is no less than 0.9, 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 an hourly differential equivalent to twenty percent (20%) of their straight-time rate of pay. 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.
 - b. Regular nurses whose FTE status is less than 0.9 but at least 0.5 shall receive an hourly differential equivalent to ten percent (10%) of their straight-time rate of pay.
 - c. Resource nurses who work a minimum of six (6) shifts per month at the request of the Employer, as defined in Article 24 of the parties’ Agreement, shall receive an hourly differential equivalent to ten percent (10%) of their straight-time rate of pay. Nurses receiving this differential shall not contemporaneously be eligible for any of the differentials set forth in Sections 24.3.1 through 24.3.3.

d. Regular nurses whose FTE status is 0.9, who work 12-hour shifts every weekend (Friday, Saturday and Sunday) and who are available to work on any holiday that falls on a weekend, shall receive an hourly differential equivalent to twenty-five percent (25%) of their straight-time rate of pay.

To the extent not specifically covered above, Float Pool nurses will be expected to satisfy the same weekend and holiday working requirements as other nurses. Float Pool nurses shall be subject to the order of curtailment/cancellation specified in Section 7.12.5, except that, with respect to subparagraph (m) therein, a regular nurse on the unit shall not be curtailed or cancelled before a Float Pool nurse. Nurses receiving Specialty Float Pool differential pay under this paragraph shall not be eligible for CNI pay under Section 9.3. Employees in a job-sharing arrangement do not qualify for any of the differentials herein.

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 an hourly differential equivalent to five percent (5%) of their straight-time rate of pay.

3. **Float Pool Positions.** The Employer shall have the discretion to establish and to adjust the number of FTE's in the Float Pool. To apply for a Float Pool position, a nurse must satisfy all the essential functions of the position and may not be in the disciplinary process. The filling of Float Pool positions shall otherwise be in accordance with Article 19.

4. **Evaluation of Competency.** Nurses will meet the competency requirements as defined on each unit. The Employer will evaluate the continued competency of nurses assigned to the Float Pool. An evaluation form will be utilized by charge nurses and submitted to their unit's UBNPC and the Manager of the Specialty Float Pool for monitoring purposes. The UBNPC will provide input to the unit manager regarding skills to be developed among Float Pool nurses assigned to that unit.

5. **Sunset Provision.** The terms of this Memorandum of Understanding shall remain in effect until the expiration of this Agreement. The parties may mutually agree thereafter to extend or modify the terms of this Memorandum indefinitely or on another trial basis.

OREGON NURSES ASSOCIATION

OREGON HEALTH & SCIENCE UNIVERSITY

By: _____

By: _____

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING #3

Revised Scheduling Procedure

In the interests of further stabilizing unit work schedules and effectively utilizing Float Pool nurses, Oregon Health & Science University (“Employer”) and the Oregon Nurses Association (“Association”) hereby agree that the following revised process for the posting of schedules may be considered for implementation during the life of this Agreement:

1. Requests for scheduled days off must be submitted by regular nurses at least six (6) weeks in advance of the work schedule’s effective date (two (2) weeks prior to the final posting date). All resource nurses shall also submit their dates of availability within this time frame.
2. Preliminary work schedules for regular and resource employees in all units other than the Float Pool shall be completed at least five (5) weeks prior to the work schedule’s effective date. Unit-based resource nurses shall concurrently, based on their submitted dates of availability, be assigned to unfilled shifts on a preliminary schedule. Assignments shall be tentative for shifts that extend beyond the resource nurse’s scheduling commitment for that schedule (which, at the resource nurse’s option, shall be a specified number of shifts anywhere from two (2) to twenty (20) for that schedule). The schedule will then be submitted to the Float Pool.
3. During the week preceding the posting of the schedule, a preliminary schedule for regular Float Pool nurses shall be completed. Regular Float Pool nurses shall have scheduling priority over unit-based resource nurses for shifts that extend beyond the resource nurse’s scheduling commitment. Accordingly, they may be assigned to shifts for which unit-based resource nurses had been tentatively scheduled (*i.e.*, which extend beyond the resource nurse’s scheduling commitment). Float Pool resource nurses shall concurrently be assigned unfilled shifts.
4. Work schedules reflecting the scheduling of all employees, including resource nurses, shall be posted at least four (4) weeks in advance of their effective date.

5. The terms of this Memorandum of Understanding shall expire as of the contract expiration date of September 30, 2010. The parties may mutually agree to extend or modify the terms of this Memorandum indefinitely or on another trial basis.

OREGON NURSES ASSOCIATION

OREGON HEALTH & SCIENCE UNIVERSITY

By: _____

By: _____

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING #4

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 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 #5

On-Call Staffing in Labor & Delivery Unit

The Oregon Nurses Association (“Association”) and Oregon Health & Science University (“Employer”) hereby agree as follows regarding on-call staffing in the Labor & Delivery Unit:

The unit manager and the UBNPC will, following the execution of this Agreement, assess current staffing methods in the unit as well as whether the voluntary on-call system 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. If the alternative methods are found to be successful, then mandatory call may not be necessary.

OREGON NURSES ASSOCIATION

OREGON HEALTH & SCIENCE UNIVERSITY

By: _____

By: _____

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING #6

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 #7

Transportation Accommodations

As part of its ongoing effort to reduce employee inconveniences associated with transportation to and from the workplace, Oregon Health & Science University (“Employer”) shall maintain the following transportation accommodations:

1. Must Sell List. All nurses without a monthly parking pass will be placed on the “must sell” list maintained by the Parking Office for whenever the nurses report for work.

2. Mandatory Meetings. In order to assure a sufficient number of on-hill spaces for employees reporting for work, parking for employees attending mandatory meetings will be accommodated at satellite parking lots. Bus drivers will verify employees’ names and departments from their identification badges and the Parking Office will bill departments directly for the parking costs.

3. Punch Cards. The Parking Office will produce a parking “punch card” available for advance sale in predetermined amounts. This will allow employees to access satellite and on-hill parking more conveniently. Employees will be relieved of reporting to the hill to purchase a pass prior to parking in satellite lots.

4. Parking Wait List. In the interest of allowing employees to confirm and monitor their placement on the parking wait list, the Employer will maintain the list online for viewing.

5. Notification of Entitlement to Parking Pass. The Parking Office 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.

6. Co-Located Spaces. The Employer will provide co-located spaces on the 4th floor of the Structure Two parking facility for all evening shift employees who have monthly parking passes.

7. 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 494-4283. The Parking Office routinely does lot counts throughout the day and reports information on available spots to a central location.

8. Bicycle Lockers. The Employer will make available 25 bicycle lockers to all employees, including nurses, in an accessible location on the Marquam Hill campus.

9. Bicycle Commuting Incentive. The Employer will maintain a cash incentive program for verified bicycle commuting.

10. Customer Service Representative. The Employer will designate a customer service representative in the Parking Office to help nurses resolve their specific transportation issues, and will notify the Association of any change of the designated individual.

11. Education and Communication. The Parking Office, in partnership with the Communications Department, will develop a piece to educate employees about transportation options at OHSU. This education piece will also serve as a resource to managers to help navigate parking challenges on behalf of their employees. Additionally, the Parking Office will ensure timely distribution of information related to parking issues and concerns (*e.g.*, parking updates, notification of Board meetings considering parking issues, Tri-Met schedule changes, satellite lot changes, information for 12-hour shift employees).

12. Shuttle Service. The Employer will, no later than January 1, 2008, add a shuttle service from the lower tram terminal to the Pioneer Courthouse Square for a one-hour period Mondays through Fridays beginning at approximately 7:45 p.m. The shuttle service will normally make four (4) runs during the one-hour period.

13. Attendance at Non-Mandatory Meetings. The Employer will reimburse nurses for parking expenses when they are attending Employer-approved non-mandatory meetings on shifts when they are off duty. Cost reimbursement will be at the rate equivalent to what the nurse would otherwise be required to pay for parking while attending the meeting.

OREGON NURSES ASSOCIATION

OREGON HEALTH & SCIENCE UNIVERSITY

By: _____

By: _____

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING #8

Use of Paid Time Off for Unscheduled Absences

Oregon Health & Science University (“Employer”) and the Oregon Nurses Association (“Association”) acknowledge that employees occasionally need to be absent from work for personal reasons and that the Employer provides paid time programs for salary continuation during such periods.

To balance employee and Employer interests, the Employer and the Association agree to the following provisions applicable to the management of employees’ unscheduled time off work and the use of vacation leave to secure payment for said unscheduled absences.

1. **Management Training and Guidelines.** The Employer agrees to train its managers and supervisors on proper attendance coaching and counseling techniques and to develop and disseminate attendance management guidelines in an effort to ensure fair and consistent attendance management across department lines.

2. **General Provisions.** Unscheduled absences due to illness shall be compensated from employees’ sick leave, holiday or compensatory time banks. Employees may not access their vacation banks for unscheduled absences except as provided in Paragraph 3 below. Unscheduled absences for personal reasons for which sick leave is not allowable under Article 14 of the parties’ collective bargaining agreement (“Agreement”) (*e.g.*, tardiness or unexpected early departure) shall be compensated from employees’ vacation, holiday 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.

3. **Special Requests for Use of Vacation Leave.** Employees wishing to use vacation leave for unscheduled absences due to illness will make the request for such use to their immediate supervisor. The immediate supervisor will review the employee’s record and forward the request to the Chief Nurse Executive (CNE) with 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 of the Agreement.

4. **Performance Review.** The Employer will review with the Association semi-annually the attendance performance for nurses on each unit for the immediately preceding six-month period. The review will include an identification of (a) employees with excellent attendance, (b) employees for whom absences are prevalent, and (c) the efficacy of the manager's performance related to coaching, counseling and discipline. In cases of unacceptable attendance, the Employer may identify the need to pursue individual improvement plans. This review will not dilute the rights of either party under this Agreement.

OREGON NURSES ASSOCIATION

OREGON HEALTH & SCIENCE UNIVERSITY

By: _____

By: _____

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING #9

Task Force – Ambulatory Care Nurses

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

1. A task force will be established to address issues pertaining to the professional ambulatory nurse at OHSU, including market compensation, work flow efficiencies, recruiting and retention, and the role of the ambulatory nurse. The task force will consist of four (4) representatives of the Employer and four (4) bargaining unit nurses selected by the Association. The task force will be co-chaired by one staff nurse and one management representative.

2. The task force will be formed no later than February 1, 2008. The task force will be charged with gathering data, investigating options and making its recommendations to the Employer and the Association no later than July 1, 2008. The parties will address these mid-contract recommendations through the collective bargaining process. They will seriously consider any recommended changes in contract provisions resulting from this process.

OREGON NURSES ASSOCIATION

OREGON HEALTH & SCIENCE UNIVERSITY

By _____

By _____

Date _____

Date _____

MEMORANDUM OF UNDERSTANDING #10

Resource Nurses – Transition Issues

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

1. The new wage scale will become effective no later than three (3) months following execution of this Agreement.
2. 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).
3. On the effective date of the new scale, resource nurses who have not exercised the option described in Paragraph 2 will be placed on the new scale based on their years of experience as determined by Nursing Recruitment and Retention in accordance with Section 8.3.1. They will also have their wages adjusted retroactively to the effective date of this Agreement, provided that no nurse will suffer a reduction in pay as a result of such retroactive adjustment.
4. For the next four (4) pay periods following the effective date of the new scale, a resource nurse may notify the Payroll Department of the nurse’s desire to change either to the new rate structure or to the nurse’s current flat wage rate.
5. After the end of these four pay periods, resource nurses may not elect to change to the new scale prior to October 1, 2008. They may make an election to change to the new scale

by providing written notice within the 30-day period immediately prior to October 1. Failure to so notify will result in their continuation at the current flat wage rate for another year. 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 consistent with the provisions of Paragraph 3 above.

6. With the exception of the one-time opportunity described in Paragraph 4, if a nurse chooses to move to the new rate structure, the nurse may not move back to the current flat wage rate.

7. Educational days. For fiscal year 2008, the educational day pool available to resource nurses, as described in Section 21.5, shall consist of fifty (50) eight-hour days for the remaining half year of January 1 through June 30, 2008. Resource nurses shall be eligible to participate in this pool if they have worked a minimum of 1,040 hours in fiscal year 2007.

8. Certification pay. Resource nurses who have worked a minimum of 1,040 hours in fiscal year 2007 shall be eligible for the lump sum payment payable under Section 21.6 if the new Agreement is in effect as of the date of distribution of the lump sum payment in 2007.

OREGON NURSES ASSOCIATION

OREGON HEALTH & SCIENCE UNIVERSITY

By: _____

By: _____

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING #11

Unscheduled Absenteeism

The ONA and OHSU share a mutual interest in reducing the level of unscheduled absenteeism among bargaining unit staff. The parties recognize the benefits of working together to effectuate a cultural shift from employees' consideration of sick leave as an entitlement. In that spirit, the parties agree as follows:

1. The ONA and OHSU will each pay 50% of the costs of commissioning a third party to gather data from comparable healthcare facilities, including Magnet-designated facilities, regarding the frequency and causes of unscheduled absenteeism. Such data will include mechanisms and strategies that have been employed to address absenteeism.

2. A committee (herein "Committee") consisting of members of the OHSU Staffing Committee, the Chief Nurse Executive and the ONA Labor Representative and one additional person designated by each, shall consider such data for the development of attendance and absenteeism programs for implementation at OHSU. The Committee will have full authority to recommend such programs for adoption at OHSU.

OREGON NURSES ASSOCIATION

OREGON HEALTH & SCIENCE UNIVERSITY

By: _____

By: _____

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING #12

Process for Unit Restructure

Within sixty (60) days following the effective date of this Agreement, the Employer and the Association will mutually develop a process and procedures for addressing contemplated unit restructures in accordance with the new Article 20.7 of the parties' Agreement.

OREGON NURSES ASSOCIATION

OREGON HEALTH & SCIENCE UNIVERSITY

By: _____

By: _____

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING #13

Years of Service – Resource Nurses

Any current regular nurse who transitioned from resource nurse status to regular nurse status during the life of the prior agreement (from January 28, 2005 to the effective date of the current agreement) may, within sixty (60) days of the effective date of this Agreement, seek to be credited for additional years of service under Article 11.2 on the basis of hours worked as a resource nurse in accordance with Article 5.9.

OREGON NURSES ASSOCIATION

OREGON HEALTH & SCIENCE UNIVERSITY

By: _____

By: _____

Date: _____

Date: _____