

In the interest of reducing the size of this document, it does not include the cover page, table of contents or index, and signature blocks have been removed.

New language being added to the contract is bolded and underlined. Deletions are struck through.

Local 328’s annotations in this document appear in red, below the changes they are referencing. There are no annotations for the following: adding section names to referenced section numbers, changing to gender-neutral language, renumbering contract sections and changing “Human Resources” to “Labor Relations.”

You may notice a few typos or formatting/numbering inconsistencies, or that not all instances of the above changes have been captured — these have already been noted by our bargaining team and will be corrected before the contract is signed.

PREAMBLE

This Agreement is made and entered into by and between the Oregon Health & Science University (hereinafter the “Employer”), and AFSCME Council No. 75, Local 328 (hereinafter the “Union”) for the purpose of fixing wages, hours, benefits, conditions of employment and other matters affecting members of the bargaining unit as certified by the Employment Relations Board.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE 1. RECOGNITION AND UNION SECURITY

1.1 Recognition. The Employer recognizes the Union as the sole and exclusive bargaining agent for **the two separate bargaining units described in this article:**

- A.** all classified employees of the Employer, excluding registered nurses, police officers, **campus dispatchers**, and those who are supervisors, managerial employees or confidential employees as defined in this Agreement and in ORS 243.650;
- B.** **all classified campus dispatchers of the Employer, excluding those who are supervisors, managerial employees or confidential employees as defined in this Agreement and in ORS 243.650.**

Neutral/required by statute. This revision separates Local 328 into two bargaining units: one including just the campus dispatchers and one including the other classifications represented by our union. Since the dispatchers field 911 calls, they are considered “strike prohibited” under Oregon’s Public Employee Collective Bargaining Act. The only change resulting from this revision is that if we were to go on strike, the campus dispatchers would not be able to participate.

1.1.1 Classified employees. The parties agree that the term “classified employee” does not include temporary employees, student workers or any employee who regularly works less than ~~18.5~~ **16** hours a pay period. The parties further agree that classified employees do not include employees with academic rank as defined in OAR 580-020-0005 or employees who share a community of interest with academic faculty and meet the additional criteria set forth in OAR 580-020-0006.

This is a gain for our union and the affected employees. It means that more employees will be eligible for representation by Local 328.

1.1.2 Bargaining unit exclusions. Upon excluding any position from the bargaining unit, the Employer shall send a notice to the Union of the position to be excluded along with the applicable position description. These positions questioned by the Union shall be discussed with the Employer within ten (10) days from the date of notification.

1.1.3 Unit clarification. Any dispute concerning bargaining unit composition pursuant to statutory terms that apply to the Employer shall be resolved by the Employment Relations Board. Any dispute concerning other terms to which the parties have agreed regarding bargaining unit composition shall be resolved in accordance with Article 24 – Grievances and Arbitrations.

1.1.4 Notice to new employees. The Employer shall furnish each new employee with a notice that the Union is the certified collective bargaining representative.

1.2 Union Security.

1.2.1 Union membership ~~and fair share.~~

Employees covered by this Agreement shall have the right to become members of the Union through application to the Union. Application and resignations of membership shall be handled solely by the Union.

Neutral. This revision removes an obsolete term.

1.2.2 Holder of Record. During the life of this Agreement, the Union will notify the Employer's payroll office periodically of individuals who have become members of the Union. The Union will make membership authorization forms signed by employees available to the Employer and will notify the Payroll Office of individuals whose authorizations have been cancelled or terminated consistent with the agreements between the Union and employee. A file listing new authorizations or changes in authorizations for employee Union deductions will be submitted by the Union to the Employer electronically by close of business on the Friday immediately preceding each pay week. The Employer agrees that new or changed Union payroll deduction authorizations submitted within the timelines above shall be deducted on the first payroll period following receipt of the electronic file from the Union. Requests to produce cards may be made if there is a question of authorization.

The Employer agrees to run an audit comparing the full list of all represented bargaining unit employees with the list of employees who have authorized Union deductions as provided for electronically by the Union. This audit shall take place quarterly or as mutually agreed upon in writing by the Parties.

1.2.3 Dues deduction. The Union shall notify the Employer of the current rate of dues and other authorized deductions in a timely manner, which will enable the Employer to make the necessary payroll deductions. On the first and second pay period of each month, the Employer shall deduct a sum equal to one-half ($\frac{1}{2}$) of monthly dues from the wages of employees in the bargaining unit and who have requested such deductions pursuant to ORS 292.055. The first deduction shall begin on the first payroll period following the date the Employer received the notification from the Union via the electronic file. The Employer shall remit a payment for all said deductions to the Union within two (2) weeks after the deductions are made. Each payment shall be accompanied by a listing of the names, employee identification numbers, the dues amount remitted,

and any PEOPLE deduction for all employees from whom deductions were made during the period for such remittance.

1.2.4 Indemnification. The Union agrees that it will indemnify, defend and save the Employer harmless from all suits, actions, proceedings, and claims against the Employer or person(s) acting on behalf of the Employer arising out of the Employer's implementation of this Article.

ARTICLE 2. UNION PROVISIONS

Many of the changes to this article were made as a result of Oregon House Bill 2016 going into effect on January 1, 2020. HB 2016 expands the rights of public-sector unions in the workplace. These are positive changes for our union that will help us better represent the members of our bargaining unit.

2.1 Union Representatives. The Union will select certain of its agents bargaining unit employees as "Designated Union Representatives," as defined in Section 5.43376 (Designated Union Representative), and certify in writing their names to **Labor Relations at laborrelations@ohsu.edu**. For the purposes of this Article 2, "Designated Union Representatives" shall be OHSU employees that include but are not limited to Union executive board officers, representational stewards, unit stewards and their designees. An employee shall not be recognized as a Designated Union Representative unless they have been certified as noted above. ~~Union representatives will be allowed to visit the work areas of employees during work hours, after advising the Human Resources Director for Central Services or his/her designee Labor Relations at laborrelations@ohsu.edu at least twenty-four (24) hours in advance of their presence unless impractical under the circumstances, for the purpose of meeting with employees regarding matters affecting their employment. Visits with employees must take place during non-working time, and such visits are not to neglect, slow, or interfere with the flow of work or operations.~~

This added language stipulates which OHSU employees are considered a designated union representative. (HB 2016 change)

2.2 Exclusive representative . The Union will select non-OHSU employees as exclusive representatives and certify in writing their names to Labor Relations at laborrelations@ohsu.edu upon ratification of this Agreement and when there are changes to these representatives.

2.2.1 Reasonable access. The Employer shall provide an exclusive representative of the bargaining unit reasonable access to the employees within the bargaining unit.

Reasonable access includes but is not limited to:

a. The right to meet with employees during the employees' regular work hours at the employees' regular work location to investigate and discuss grievances, workplace-related complaints and other matters relating to employment relations;

b. The right to conduct meetings at the employees' regular work location before or after the employees' regular work hours, during meal periods and during any other break periods.

c. The Employer shall permit an exclusive representative to use the Employer's facilities or property, whether owned or leased by the Employer, for purposes of conducting meetings with the represented employees in the bargaining unit.

d. The exclusive representative may hold these meetings at a time and place set by the exclusive representative, provided that the meetings do not interfere with the Employer's operations.

e. The exclusive representative shall have the right to conduct these meetings without undue interference and may establish reasonable rules regarding appropriate conduct for meeting attendees.

f. If the exclusive representative plans to visit non-public areas of the employer's facilities for a reasonable other than a meeting prescheduled with the employer, the exclusive representative shall advise Labor Relations at laborrelations@ohsu.edu at least twenty-four (24) hours in advance of their presence at the Employer's facilities unless impractical under the circumstances.

This added language expands our staff representatives' rights to reasonable access and clearly outlines what this access should look like. (HB 2016 change)

~~**2.2.1 Appointment of Stewards.** The Union shall appoint stewards, including one (1) Chief Steward, (1) Senior Lead Steward, eleven (11) Lead Stewards, and additional regular Stewards as follows: one (1) Steward for work units of fewer than 20 employees, two (2) Stewards for work units of 20–75 employees, and one (1) Steward for every additional 50 employees in work units of more than 75 employees. Additionally, departments with 24-hour coverage will allow for one additional Steward who works evening shift and one additional Steward who works overnight shift. The President and Vice President shall count as Stewards. The Union shall immediately notify the Human Resources Director for Central Services or his/her designee **Labor Relations at laborrelations@ohsu.edu** of the names of Stewards upon their selection and the area(s) each steward represents. The Union will provide a list of current stewards to the employer on a monthly basis. Managers are encouraged to make space available within their departments for posting of the name and location of the Steward for that area or department.~~

This is now addressed in section 2.4.1.

~~**2.2.2 Paid release hours.** The Employer will provide 3,420 paid release time hours each fiscal year, July 1 through June 30, for the purposes described in this Section 2.2.~~

~~*a.*— Each Unit Steward shall use no more than twenty (20) hours, each Investigatory or Grievance Steward shall use no more than fifty (50) hours, each Lead Steward shall use no more than one hundred fifty (150) hours, and the Senior Lead Steward will use no more than two hundred (200) per fiscal year, or a proration upon appointment.~~

~~*b.*— An employee's total release time for Union activity under this Article shall be limited to no more than twenty (20) hours per month. This limitation, however, shall not include release time under Section 2.10 or Section 2.12 or time spent at the Employer's request, and shall not apply to~~

Section 2.13. This limitation may be exceeded when attending a Union convention as a mandated or elected delegate.

~~c. — Before a Steward exhausts his/her allotted time in the course of fulfilling his/her responsibilities, s/he may submit to Human Resources a written request for necessary additional time. Such requests for additional time shall not increase the total annual release time hours as provided herein.~~

~~d. — For a block period of up to three (3) months in a calendar year, a manager may decline to release a Union steward based on a hardship exemption. This provision shall not apply to Lead Stewards or Chief Stewards.~~

~~e. — No paid release hours under this paragraph shall be paid at the overtime rate; the Union shall reimburse the Employer for any such overtime improperly recorded and paid. Stewards will not be paid overtime for steward work.~~

This is now addressed in section 2.4.2.

~~**2.2.3 — Activities of stewards and notice to supervisors.** Stewards may receive but not solicit, and may discuss in person or by telephone or email, complaints and grievances of employees on the premises and time of the Employer, but only to the extent that such activity does not neglect, slow or interfere with the work and duties of the Stewards or with the work or duties of employees, and occurs only during the employees' non-working time. Distribution of materials will also be done in a manner that will not interrupt other employees' work. If the permitted activities would interfere with the work or duties of the Steward or the grievant, the direct supervisor(s) shall, within the next working day, arrange a mutually satisfactory time for the requested activities. No steward shall meet with an employee/grievant in a work area unless necessary as part of a specific investigation.~~

Stewards shall not suffer loss of pay or other benefits as a result of fulfilling their responsibilities, provided that they properly notify their immediate supervisor. Such responsibilities include investigation of grievances, attendance at grievance meetings, attendance at investigatory meetings, distribution of Union information, and attendance at Steward meetings and training sessions. Time spent in otherwise permitted activities

~~without proper notification and release by the supervisor(s) involved will be considered unauthorized leave without pay for both the Steward and/or the grieving employee and may be disciplined accordingly. Each Steward shall maintain a record of dates and times spent on the functions described in this Article.~~

~~No Steward will travel more than five (5) miles outside of the geographical area in which he or she is employed (Portland metropolitan area, West Campus, Eugene, or other location more than 40 miles from a recognized geographical area) for steward activities other than monthly steward meetings and formal steward training.~~

This is now addressed in section 2.4.3.

~~**2.2.4 — Chief Steward.** The Chief Steward shall be granted up to 208 hours annually, half of which shall be reimbursed by the Union. The Chief Steward shall have a telephone line provided by the Union, which shall be responsible for the installation and monthly charge. If located on campus, it will be placed in a mutually agreeable location and fitted with an answering machine. Voice mail shall be provided and paid for by the Union.~~

This is now addressed in section 2.4.4.

~~**2.2.5 — Union notice of meetings, training sessions and on-call calendar.** The Union will notify the Human Resources Director for Central Services or his/her designee **Labor Relations at laborrelations@ohsu.edu** within thirty (30) days of the signing of this Agreement as to the date and time of the monthly steward meeting. The Union shall also provide notice of scheduled training sessions or a change in the date/time of the monthly steward meeting at least fourteen (14) days in advance of the event. The Union will also advise managers of stewards at least thirty (30) days in advance of its on-call calendar.~~

This is now addressed in section 2.4.5.

~~**2.2.6 — Education and training.** First time stewards shall be granted up to sixteen (16) hours during regular scheduled working hours without loss of pay or other benefits for education and training. This training shall include, but not be limited to,~~

~~collaborative skills, steward procedural requirements, fact-finding skills and the grievance process. Continuing shop stewards shall be granted eight (8) hours per year during regular scheduled working hours without loss of pay or other benefits for upgrading and reaffirming the previously learned skills. A work release for quarterly or new steward training shall require a minimum of six (6) weeks' prior notice to the Steward's supervisor. Stewards who work a shift other than the day shift may take the training during the day, and shall have the ability to use education and training hours to cover their shift despite the fact that the training occurred during their non-work time.~~

This is now addressed in section 2.4.6.

~~**2.2.7 — Mutual training responsibility and accurate timekeeping.** The Employer and the Union shall each be responsible for training its respective representatives so that they have a full and accurate understanding regarding the contents of this Article 2. The parties shall jointly develop clear and concise written instructions for supervisors and Union stewards to assure accurate recording of time under this article.~~

This is now addressed in section 2.4.7.

~~**2.2.8 — Protected activity.** The Employer agrees there shall be no reprisal, coercion, intimidation or discrimination against any Steward for the conduct of the functions described in this Article.~~

This is now addressed in section 2.4.8.

~~**2.2.9 — Bridgebuilder Program participants.** Time spent by an employee performing an intervention (including preparation and report writing related to the intervention) under the Bridgebuilder Program may be treated as steward time subject to the provisions of this Section 2.2. Bridgebuilder Program participants who are not stewards shall be eligible for the same hours of training for which stewards are eligible under Section 2.2.6. Subject to the provisions of Section 2.2.2, no employee will be granted more than 48 hours per fiscal year plus the hours allowed under Section 2.2.6 for combined activities as a steward or a bridge builder.~~

This deletion is a non-substantive change. This program no longer exists, so the language is obsolete.

~~2.2.10—**Informational sessions.** Up to two (2) times per year, the Employer and the Union will jointly present a one-hour informational session which managers and employees may attend regarding the steward program.~~

This is now addressed in section 2.4.9.

2.3 Release Time for Union Officers. Officers of the union shall be granted release time as follows:~~Employees will be afforded release time when attending an investigatory meeting with the Employer or a Step 1 or 2 grievance meeting.~~

a. Union President. The Employer will grant the Union President paid time of ten (10) hours per week, prorated per FTE. The President shall be compensated for up to an additional ten (10) hours per week by the Union, prorated per FTE, subject to approval by the Union’s Executive Board. This weekly allotment shall include all time spent by the President on Union activities, although it may be exceeded when attending a Union convention as a mandated or elected delegate, or on matters undertaken at the behest of the Employer. The President and their manager shall mutually develop an ongoing schedule for the purpose of assuring reliable work attendance.

b. Union Vice President. The Employer will grant the Union Vice President paid time of eight (8) hours per week, prorated per FTE. The Vice President shall be compensated for up to an additional eight (8) hours per week by the Union, prorated per FTE, subject to approval by the Union’s Executive Board. This weekly allotment shall include all time spent by the Vice President on Union activities, although it may be exceeded when attending a Union convention as mandated or elected delegate, or on matters undertaken at the behest of the Employer. The Vice President and their manager shall mutually develop and ongoing schedule for the purpose of assuring reliable work attendance.

c. Union Secretary. The Employer shall grant the Union Secretary release time of up to give (5) hours per week, prorated per FTE, which shall be paid for by the Union, subject to approval by the Union’s Executive Board. The Union

Secretary and their manager shall mutually develop an ongoing schedule for the purpose of assuring reliable work attendance.

d. Union Treasurer. The Employer shall grant the Union Treasurer release time of up to give (5) hours per week, prorated per FTE, which shall be paid for by the Union, subject to approval by the Union's Executive Board. The Union Treasurer and their manager shall mutually develop an ongoing schedule for the purpose of assuring reliable work attendance.

e. Union Chief Steward. The release time for the Union Chief Steward is described in Section 2.4.4 (Chief Steward).

This is a gain for our union. This language is being moved from an MOU to the body of the contract. Release time for some of our officers has been increased or added, which will assist them in performing duties that are critical to the operations of Local 328.

2.4 Union Stewards.

2.4.1 Appointment of Stewards. The Union shall appoint stewards as designated union representatives, including one (1) Chief Steward, one (1) Senior Level Steward, eleven (11) Lead Stewards, and additional regular Stewards as follows: one (1) Steward for work units of fewer than 20 employees, two (2) Stewards for work units of 20 – 75 employees, and one (1) Steward for every additional 50 employees in work units of more than 75 employees. Additionally, departments with 24-hour coverage will allow for one additional steward who works evening shift and one additional Steward who works overnight shift. The President and Vice President shall count as Stewards. The Union shall immediately notify Labor Relations at laborrelations@ohsu.edu of the names of Stewards upon their selection and the area(s) each Steward represents. The Union will provide a list of current stewards to the employer on a monthly basis.

No change — moved from earlier in the contract.

2.4.2 Paid Release Hours. The Employer will provide 3,800 paid release time hours each fiscal year, July 1 through June 30; for the purposes described in this Section 2.4 (Union Stewards).

This is a gain for our union. The total number of yearly paid release hours for stewards has increased by 380 hours.

a. Each Unit Steward shall use no more than twenty (20) hours, each Investigatory or Grievance Steward shall use no more than fifty (50) hours, each Lead Steward shall use no more than one hundred fifty (150) hours, and the Senior Lead Steward will use no more than two hundred (200) hours per fiscal year, or a proration upon appointment.

b. Before a Steward exhausts their allotted time in the course of fulfilling their responsibilities, they may submit to Labor Relations at laborrelations@ohsu.edu a written request for necessary additional time. Such request for additional time shall not increase the total annual release time hours as provided herein.

c. For a block period of up to three (3) months in a calendar year, a manager may decline to release a Union Steward based on a hardship exemption. This provision shall not apply to Lead Stewards or to the Chief Stewards.

d. No paid release hours under this paragraph shall be paid at the overtime rate; the Union shall reimburse the Employer for any such overtime improperly recorded and paid.

No change — moved from earlier in the contract.

2.4.3 Activities of stewards and other designated union representatives and notice to supervisors. Stewards may receive and may discuss in person or by telephone or email, complaints and grievances of employees on the premises and time of the Employer, but only to the extent that such activity does not interfere with the delivery of patient care and does not violate Article 25 (Strikes, Lockouts and Picket Lines). Distribution of materials will also be done in a manner that will not interfere with the Employer's operations.

Per ORS 243.650 to 243.806, the Employer shall allow employee Designated Union Representative to engage in the following activities during work hours and at the Employer's facilities, without loss of compensation or benefits up to the agreed

amounts under Section 2.4.2 (Paid Release Hours), provided that they properly notify their immediate supervisor: investigation of grievance; attendance at grievance meetings; attendance at investigatory meetings, hearings and other due process proceedings; participation in or preparation for proceedings that arise from a dispute involving this Agreement, including arbitration proceedings, administrative hearings and other proceedings before the Employment Relations Board; attendance at labor-management meetings, safety committee meetings and any other meetings between representatives of the Employer and the Union to discuss employment relations; testimony in a legal proceeding in which they have been subpoenaed as a witness; distribution of Union information and attendance at Steward meetings and training sessions. Time spent in otherwise permitted activities without proper notification and release by the supervisor(s) involved will be considered unauthorized leave for both the Steward and/or the grieving employee and may be disciplined accordingly. Each Steward shall maintain a record of dates and times spent on the functions described in this Article.

This is a big gain for our union — allowable steward activities have been greatly expanded. (HB 2016 change)

With approval of their manager, a Steward may travel more than five (5) miles outside of the geographical area in which they are employed (Portland metropolitan area, West Campus, Eugene, or other location more than 40 miles from a recognized geographical area) for steward activities. Manager approval is not required for travel to ~~other than~~ monthly steward meetings and formal steward training.

No change — moved from earlier in the contract.

2.4.4 Chief Steward. The Chief Steward shall be granted up to 832 paid release hours annually, half of which shall be reimbursed by the Union. This yearly allotment shall include all time spent by the Chief Steward on Union activities. The Chief Steward and their manager shall mutually develop an ongoing schedule for the purpose of assuring reliable work attendance. The Chief Steward shall have a

telephone provided by the Union, which shall be responsible for the set-up and monthly charges.

This is a big gain for our union — our chief steward has one of the busiest roles in our union, and this change more than quadruples the paid release time available to the chief steward to do this important job.

2.4.5 Union notice of meetings, training sessions and on-call calendar. The Union will notify Labor Relation at laborrelations@ohsu.edu within thirty (30) days of the signing of this Agreement as to the date and time of the monthly steward meeting. The Union shall also provide notice of scheduled training sessions or a change in the date/time of the monthly steward meeting at least fourteen (14) days in advance of the event. The Union will also advise managers of stewards at least thirty (30) days in advance of its on-call calendar.

No change — moved from earlier in the contract.

2.4.6 Education and training. First time stewards shall be granted up to sixteen (16) hours during regular scheduled working hours without loss of pay or other benefits for education and training. This training shall include but not be limited to, collaborative skills, steward procedural requirements, fact-finding skills and the grievance process. Continuing Stewards shall be granted eight (8) hours per year during regular scheduled working hours without loss of pay or other benefits for upgrading and reaffirming the previously learned skills. A work release for quarterly or new steward training shall require a minimum of six (6) weeks notice prior to the Steward's supervisor. Stewards who work a shift other than the day shift may take the training during the day and shall have the ability to use education and training hours to cover their shift despite the fact that training occurred during their non-work time.

No change — moved from earlier in the contract.

2.4.7 Mutual training responsibility and accurate timekeeper. The Employer and the Union shall each be responsible for training its respective

representatives so that they have a full and accurate understanding regarding the contents of this Article 2. The parties shall jointly develop clear and concise written instructions for supervisors and Union stewards to assure accurate recording of time under this Article.

No change — moved from earlier in the contract.

2.4.8 Protected activity. The Employer agrees there shall be no reprisal, coercion, intimidation or discrimination against any Steward for the conduct of the functions described in this Article 2.

No change — moved from earlier in the contract.

2.4.9 Informational sessions. Up to two (2) times per year, the Employer and the Union will jointly present a one-hour informational session which managers and employees may attend regarding the steward program.

No change — moved from earlier in the contract.

2.5 Release Time. Employees will be afforded release time when attending an investigatory meeting with the Employer or a Step 1 or 2 grievance meeting.

No change — moved from earlier in the contract.

2.6 Meetings. Upon request of and approval from the Employer, the Union shall be allowed the use of the facilities of the Employer for meetings when such facilities are available and the meeting would not interfere with the business of the Employer.

The above language is a duplication of existing contract language and will be removed from the final copy of the contract.

2.72.4 Meetings. Upon request of and approval from the Employer, the Union shall be allowed the use of the facilities of the Employer for meetings when such facilities are available and the meeting would not interfere with the business of the Employer.

2.82.5 New Employee Orientation. The Employer shall provide the Union up to thirty (30) minutes at group orientation to advise new employees of the rights and responsibilities of

Union membership. The Employer will inform new employees on the onboarding website and in the new employee email series that there is a portion of orientation devoted to advising new employees of the rights and responsibilities of Union membership that they should attend. The Employer shall also provide new employees with the link to the Union's website sign up for new employee orientation with the Union, and will inform new employees that the Union orientation is on work time, that they are paid during that time, and that attending an AFSCME orientation is important as a new employee. The Union will provide Labor Relations at laborrelations@ohsu.edu with the names of any new employee whom they believe missed Union orientation and once per month the Employer will provide such employee(s) with the link and information noted above. In the event the employee is not able to attend the group orientation, the Union is allowed up to fifteen (15) minutes to make a presentation to the new employee at a time mutually agreeable to the parties. The Union orientation will identify the Union's status, organization benefits, facilities, related information and the distribution and collection of membership applications. This time is not to be used for discussion of labor/management disputes. The Employer shall provide the Union at least ten (10) days' notice of the time and place of new employee orientation meetings.

This is a gain for our union and for new members of our bargaining unit. This language was added to address the fact that NEO is now conducted virtually instead of in person. It will help ensure that new employees receive information about our union upon hire.

Time spent by an employee making a presentation at new employee orientation (NEO) may be treated as steward time subject to the provisions of Section 2.4.2 (**Paid Release Hours**). Such time will be limited to one (1) employee per NEO. No employee will be compensated more than one (1) hour per month under this provision. Time compensated under this provision will count toward the individual maximums set forth in Section 2.4.2 (**Paid Release Hours**). Release time for this activity will be subject to operational need as determined by the Employer. The Union will provide to the Employer as much notice as reasonably possible of employees it desires to have released from work under this provision.

2.92-6 Bulletin Boards. The purpose of all bulletin boards addressed in this Section is to disseminate Union and Labor/Management information. Adequate, neat and clean bulletin board

space on and off campus will be used for Union and Labor/Management communications to provide easy access and up-to-date information.

a. Union bulletin boards located in public areas shall be limited to **membership cards, Union branded swag and** communications dealing with social functions, meetings, educational opportunities, elections, Union appointments, ~~and such~~ ~~Other~~ information as may be approved by the ~~Human Resources Director for Central Services or his/her designee~~ **Labor Relations at laborrelations@ohsu.edu. Such requests shall not be unreasonably denied. If the Labor Relations Director or their designee has not responded within two (2) business days, the request will be deemed to have been approved.**

This is a slight gain for our union. The change eases some restrictions on our union's use of designated public billboards.

b. There will be a minimum of one (1) bulletin board space in each OHSU building in which AFSCME-represented employees work. Bulletin boards shall be placed in mutually agreeable locations.

c. Additionally, department managers are encouraged to make space available within their departments for Union and Labor/Management information dissemination.

d. The cost of new bulletin board purchases and initial installations will be shared by the Union and the Employer.

e. If concerns or questions arise regarding maintenance of, additions to, or changes in locations of bulletin boards, they should be brought to the ~~Human Resources Director for Central Services or his/her designee~~ **Labor Relations at laborrelations@ohsu.edu** for resolution.

2.102.7 Bargaining Unit Data. The Employer shall provide electronically to the Union the names, **employee ID,** home addresses, **primary** and **secondary** telephone numbers **(if provided by the employee), date of birth,** department, department code, departmental telephone number, work location, email address, campus mail code, employment status, class code, FTE, hourly rate of pay, job title, original hire date, current hire date, salary grade, benefit eligibility, overtime waiver status, and membership status of all bargaining unit employees on a

monthly basis. **The Employer will provide the above information (except for membership status) regarding new employees within one (1) weeks of their hire date.**

The Employer further agrees to provide to the Union upon request, but no more than four (4) times per contract year, the name, department, work location, rate of pay, hire and termination date of every temporary, limited duration and student employee employed by the Employer. The parties understand that this information will not include employees hired through employment agencies.

In addition, the Employer will furnish the Union monthly with the name, classification, rate of pay and date of employment of all new hires and with the names and contact information of new retirees.

The Employer will make a good faith effort to ensure the accuracy of data provided pursuant to this Section **2.710 (Bargaining Unit Data)**.

Neutral. These revision clarify what employee information OHSU provides to our union; the language mostly reflects current practice.

2.112-8 Use of Campus Mail. Union communications allowed under this paragraph refer exclusively to official Union communications from bona fide Union representatives. The content of all such communications shall not be demeaning, derogatory or inflammatory (~~as defined in Section 2.9 below~~) in nature. The Union shall be allowed the use of the campus mail under the following circumstances, and will coordinate any such mailing with a management representative in the mailroom to lessen the impact on the mailroom:

- a. Communicating to Union representatives (officers, committee members, stewards and navigators) not to exceed ten percent (10%) of the bargaining unit membership based on membership census as determined each July 1st.
- b. Communicating with new employees within four (4) months of their hire date, provided that said communications occur in bulk once every calendar quarter.
- c. Distributing copies of this Agreement to bargaining unit employees by delivery in bulk to each department.
- d. Distributing materials to 500 or more bargaining unit members by delivery in bulk to each department, or to members in a single work unit or department on business specifically affecting that work unit or department, if the Union receives

approval from the ~~Human Resources Director for Central Services or his/her designee~~
Labor Relations at laborrelations@ohsu.edu.

e. To communicate on an individual basis with a bargaining unit member regarding such materials as a membership card, grievance form, or reimbursement check. In addition, bargaining unit members shall be allowed to return information in the campus mail to one central campus location designated by the Union up to four (4) times per year.

Non-substantive — the deletion in the first paragraph reflects the change made to section 2.12 below.

2.122-9 Use of Employer’s Electronic Mail. Use of the Employer’s email system for Union communications shall be limited to the uses described below. The content of all such communications shall not be demeaning, derogatory or inflammatory in nature. ~~Inflammatory language is defined as language 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, hatred, discrimination and/or intimidation against other employees; advocating violence; or containing immoral or obscene comments disloyal to the Employer.~~

Neutral. This revision removes an unnecessary, overly detailed definition of “inflammatory language.”

2.12.12.9.1 Union communications from external sources. The Employer will strive to ensure that the Union’s domain names and IP addresses are safe-listed in the Employer’s spam filter. The Union shall provide the Employer with the domain names and IP addresses to be safe-listed.

This will hopefully be a gain for our union. This addition is intended to improve some of the issues our union has had with OHSU’s spam filter.

Union email communications to employees from sources external to the Employer’s server ~~must be sent either before 8:00 a.m. or after 5:00 p.m.~~ They must identify the Union as the sender. The first line in the body of the email message must contain the instruction that the recipient read the email only during non-working time.

Employees shall have the opportunity to opt out of the addressee group for receiving such emails.

When the Union wishes to send an email from external sources through the Employer's email system, the Union will provide to the designated Employer representative at least two (2) full business days (i.e., at least 48 hours) in advance the content of such email communication sent to:

- (a) The bargaining unit as a whole;
- (b) The Union membership as a whole, except during contract negotiations (first date of bargaining through the effective date of new Agreement);
- (c) The bargaining unit non-membership as a whole.

The designated Employer representative ~~shall~~ ~~will have an opportunity during this time period to~~ review and provide comment to the Union **during this time period** regarding the communication content and its conformance with this Section 2.9**12 (Union Communications from External Sources)**. The Union will in good faith consider and incorporate the Employer's feedback. The Employer will not have the authority to veto the content of the Union's communication. This review period may be waived on a case-by-case basis upon the mutual agreement of both parties.

During contract negotiations (first date of bargaining through the effective date of new Agreement), the 48-hour notice will be waived for email communication sent to only the Union membership as a whole.

Further, the Union will concurrently provide the designated Employer representative with a copy of any email sent bargaining unit-wide or to the Union membership or bargaining unit non-membership as a whole.

This is a gain for our union. The revisions to this section remove some restrictions on our union's ability to send emails to our members, making communications easier.

2.12.22.9.2 **Union communications from internal sources.** Union communications from an OHSU email address or a personal email account while on OHSU equipment shall be restricted to the uses described in this paragraph. First, Union officials will be permitted access to the Employer's e-mail system for communicating to Union representatives (officers, committee members, stewards ~~and navigators~~) not to

exceed ten percent (10%) of the bargaining unit membership census as determined each July 1st. Second, Union officials may, in accordance with Employer policy, communicate by email to groups of bargaining unit employees greater than fifty (50) total in number no more than four (4) times per year, provided that the communication is (1) approved by the ~~Human Resources Director for Central Services or his/her designee~~ **Labor Relations at laborrelations@ohsu.edu or their designee**, and (2) limited to matters dealing with **collective bargaining, including the administration of this Agreement; the investigation of grievances or other disputes relating to employment relations; matters involving the governance or business of the Union;** ~~Union social functions, meetings, educational opportunities, elections, appointments, bargaining updates prior to impasse, and/or such other information as may be approved by the Human Resources Director for Central Services or his/her designee~~ **Labor Relations Director or their designee**. Third, the Union shall be permitted up to eight (8) notices per year referring members to the Union's website provided such notices are in accordance with Employer policy and remind employees to view such materials only on non-working time. No external political advocacy information may be distributed by email from internal sources.

Neutral. Obsolete language has been removed and the reasons we would send emails to our members through OHSU's email system have been updated.

2.12.32.9.3 Employees' use of email. Employees shall be permitted use of the Employer's ~~e-mail~~ **email** system for the purpose of communicating with Union representatives and co-workers regarding Union matters, provided the origination and reading of such communications occurs only during non-working time. Bargaining unit employees will be permitted access to the ~~Internet~~ during their non-working 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~~ **email** message or as the result of any e-mail message as provided herein.

Non-substantive changes.

~~2.132-10~~ **Negotiating Team.** The Union's negotiating team shall consist of a maximum of ~~thirteen (13)~~ **fourteen (14)** employees. Negotiating team members shall be paid for attendance at negotiations sessions with the Employer, including joint training and caucuses occurring during such sessions, provided that such attendance shall not result in overtime pay. In no event shall such paid time exceed the number of regularly scheduled hours for which an employee is released to attend negotiations. **The Employer shall release all negotiating team members for up to forty (40) hours to participate in negotiation activities and training during** ~~The parties shall establish a process to address time spent by negotiating team members on other Union activities when they are participating in contract negotiations~~ **to be paid by the Union.** Negotiating team members may be selected from any of the work units represented by the Union. If more than one Union member is elected from a work unit, the Union shall reimburse the Employer for the payroll costs of the additional member(s) for time spent participating in ~~bargaining~~**negotiations**. The Employer recognizes that employees representing the Union during the process of negotiations are acting on behalf of the Union as members.

This is a gain for our union. Our union will be able to increase the size of our bargaining team, and the hours of union-paid release time for bargaining-team members have been specified.

~~2.142-11~~ **Union Leave.** Employees elected to any Union office or selected by the Union to do work which takes them from their employment at the Employer may, upon written notice of at least sixty (60) days, request and be granted a leave of absence of up to 90 days. The timing of such leave, however, must be by mutual agreement between the employee and the manager. Such leave may be requested either in block or in increments. The scheduling of incremental leave will be by mutual agreement between the employee and ~~his/her~~**their** manager. Incremental leave will be taken within a 12-month period commencing with the first day of leave and is subject to the restrictions in the next paragraph. If the employee and ~~his/her~~**their** manager cannot reach agreement on incremental leave, the employee will be granted the leave in a block. Upon mutual agreement, union leave may extend beyond the 90-day period.

The Union will cooperate with the Employer by limiting such requests so that a maximum of five (5) employees altogether, and a maximum of one (1) employee per department, will be granted such leave at any given time. An employee shall be granted such leave no more

than one (1) time every three (3) calendar years. Union leave includes an employee taking time off to attend a Union conference or convention unless the employee is attending as a mandated or elected delegate; an employee shall be granted such leave no more than once per year.

Employees on Union leave shall not be considered to be in employment status for any purpose, including but not limited to matters of liability, except as noted below. During such leave the employee shall be insured for worker's compensation purposes by the Union. The Employer agrees to maintain the employee's health benefits, wages, retirement contributions, seniority points (accrued at the rate equivalent to the employee's regular work week schedule) and any other benefits during the duration of the approved Union leave. The Union agrees to reimburse the Employer for the costs of said wages and benefits. Any employee who has been granted such leave and who fails to return at the expiration of said leave shall be considered as having resigned the employee's position of employment.

~~2.152-12~~ **Release for Legislative Activities.** Employees selected by the Union to assist in interacting with members of the Oregon State Legislature or their staff will be released to provide such assistance if they give at least forty-eight (48) hours' advance notice to their immediate supervisor. An employee will be entitled to release time under this provision for no more than two (2) shifts per calendar year. The Union will cooperate with the Employer by limiting such requests so that a maximum of five (5) employees will be released at any given time. Such release time may be denied to an employee if granting it would impose an extreme hardship on the department or compromise patient safety. The Union will reimburse the Employer for paid time spent in legislative activities. The Union will also reimburse the Employer for any premium pay, overtime or penalty pay paid by the Employer for coverage issues resulting from a release from work under this paragraph.

~~2.13~~ **Union President.** The Employer will grant the Union President paid time of eight (8) hours per week, prorated per FTE. The President shall be compensated for up to an additional twelve (12) hours per week by the Union, prorated per FTE, subject to approval by the Union's Executive Board. This weekly allotment shall include all time spent by the President on Union activities, although it may be exceeded when attending a Union convention as a mandated or elected delegate. The President and his/her manager shall mutually develop an ongoing schedule for the purpose of assuring reliable work attendance.

This is now addressed earlier in Article 2.

~~2.16~~^{2.14} **E-Committee and E-Board Members.** The Employer will grant time off, as allowed by operational need, to Union Executive Committee members for attendance at monthly meetings of the Union's Executive Committee and at monthly membership meetings, and to Executive Board members for attendance at monthly Executive Board meetings. The Union will reimburse the Employer for paid time spent at these meetings.

~~2.17~~^{2.15} **Other Union Business.** Except to the extent described in this section, the internal business of the Union shall be conducted by the employees during their non-duty hours.

~~2.18~~^{2.16} **Union Conventions.** In work units where scheduling procedures do not allow concurrent employee leave, if more than one Union member is elected as a delegate to a Union convention and there is adequate staff to cover concurrent employee leave, the department shall offer the applicable shift(s) due to the leave as overtime and the Union shall reimburse the Employer for the premium portion of the shift(s). Other options to address staffing related to Union conventions may be utilized if both the manager and applicable employees agree and there are no additional costs.

ARTICLE 3. GENERAL PROVISIONS

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

3.2 Complete Agreement. This document contains the full and complete Agreement of the parties. It supersedes any and all prior agreements and understandings between the Union and the Employer, except for any written agreements or understandings which the parties have agreed to continue in the same or modified form. Written agreements or understandings that fall within this exception are letters of agreement and other affirmative written acknowledgements by the parties that they have explicitly reached an agreement. The provisions of this Agreement define the rights and obligations of each party regarding the subject matter addressed. They take precedence over any past or existing practices that are inconsistent with these provisions. All rights and benefits conferred by these provisions shall, subject to the provisions of Section 3.3

(Non-Contractual Standards and Benefits) below, remain unchanged during the life of the Agreement unless modified by mutual written agreement of the parties.

3.3 Non-Contractual Standards and Benefits. The following process for non-contractual standards and benefits shall apply to changes in standards or benefits that (a) constitute mandatory subjects of bargaining, (b) either are not covered by the provisions of this Agreement or the nature or extent of the benefit is not resolved by a reasonable interpretation of the applicable provision, and (c) either (1) are “well established” across the bargaining unit (defined as unequivocal, readily ascertainable, and mutually accepted by the parties over a reasonable period of time) or (2) confer a direct economic benefit on a specific work unit or units:

- a.* The Employer will notify the Union in writing in the event that it contemplates changing any such standard or benefit.
- b.* The Union may demand in writing to bargain over the contemplated change within fourteen (14) calendar days after receiving written notification by the Employer. If such a demand is not submitted within 14 days, the Union shall have waived its right to bargain over the change.
- c.* The parties will bargain in good faith with regard to the contemplated change. It is the parties’ full and mutual expectation that they will reach resolution through this process.
- d.* In the rare event that agreement is not reached through this process, the Union may submit the matter to arbitration within fifteen (15) days following the last date the parties met to negotiate the change. For purposes of this paragraph, the authority of the arbitrator, whose decision shall be final and binding, is limited to determining whether the contemplated change is unreasonable. “Unreasonable” means that the negative effect on bargaining unit members outweighs the need or benefit to the Employer. If timely submittal for arbitration is not made, the Employer may implement the contemplated change.

The Employer shall have the right to implement changes in other standards or benefits that are not covered under the above description or under the provisions of this Agreement. The provisions of this section shall not be deemed to restrict the Employer from exercising any of the management rights set forth in Article 4 or elsewhere in this Agreement, including but not

limited to the adoption or modification of policies not inconsistent with the provisions of this Agreement. The parties further agree that any provisions of ORS 243.698 that are inconsistent with the provisions of this section shall not apply.

3.4 Savings Clause. This Agreement is subject to all existing and future State and Federal laws and regulations. In the event any provision of this Agreement is declared or deemed invalid by any court of competent jurisdiction, by passage of any law or regulation, or by ruling of the Employment Relations Board, then only such provision or provisions shall become null and void and the balance of the Agreement shall remain in effect. The Employer and the Union agree to immediately meet, negotiate, and agree upon a substitute for the portion or portions of the Agreement so affected and to bring them into conformance with the law no more than sixty (60) days after notification, unless extended by mutual agreement. If agreement on such matters is not reached within a reasonable period of time, the provisions of Article 25 – Strikes, Lockouts and Picket Lines shall not apply.

3.5 Agreement Signatures. Except for grievances and separation agreements, all agreements between the Employer and the Union, including but not limited to letters of agreement, memoranda of understanding and consensus agreements, shall include the signatures of a Union staff representative, the Union president or designee, and the Labor Relations Director or designee. For consent agreements, a member of the committee representing the interests of the employees may serve as the Union president’s designee.
This is a slight gain for our union. This added language will ensure that a representative from our union has reviewed consensus agreements as well as LOAs and MOUs.

ARTICLE 4. MANAGEMENT RIGHTS

4.1 Management Rights. The parties agree that the Employer has the right to operate and manage the institution including, but not limited to, the rights enumerated in ORS 243.650 through 243.782; the right to maintain order and efficiency; to direct employees and to determine job assignments and working schedules; to determine the methods, means and personnel to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire employees; to promote and

transfer employees; to discipline, demote or discharge employees for just cause; to lay off employees; to recall employees; to require reasonable overtime work of employees; and to promulgate rules, regulations and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement.

4.2 Non-Waiver of Rights. The Employer’s non-exercise of any right reserved to it under this Agreement, or its exercise of any such right in a particular way, will not be considered a waiver of the Employer’s right to exercise such right or to exercise it in some other way that does not violate any specific provision of this Agreement.

ARTICLE 5. DEFINITIONS

The following terms, as used in this Agreement, shall be defined as follows, except as their context may otherwise require:

5.1 Business Day. One calendar day, not including weekends or holidays.

This new definition was added at OHSU’s request. (“Day” is defined later in Article 5.)

5.2 Class/Classification. A group of positions sufficiently alike in duties, authority and responsibilities that the same qualifications may reasonably be required for, and the same schedule of pay can be equitably applied to, all positions in the group.

5.3 Coaching. Coaching, sometimes referred to as a coaching and counseling, is a performance improvement conversation between the Employer and employee. If the conversation is verbal, a written follow-up communication about the coaching will be shared with the employee within ten (10) business days of the coaching.

New definition.

5.4 Compensatory Time. Time accrued in lieu of cash payment. See Section 9.1.5 **(Compensatory Time)**.

5.5 Consensus. For purposes of Sections 7.4 **(Availability of Additional Work)**, 7.8 **(On-Call)**, 7.10 **(Shift Trades)**, 9.1.4 **(Scheduling and Assignment of Overtime)**, 12.4.1 **(Unit Procedures)** and 19.11.1 **(Order of Curtailment/Cancellation)**, the following provisions shall apply to the consensus process:

This is a gain — work units can now create consensus agreements around on-call work.

a. The consensus process may be initiated by management or by 10% of the work unit. A small and representative ad hoc committee, including the unit manager, shall then meet to discuss feasibility of the consensus process for the identified topic, to problem solve initial barriers, to decide whether to move forward with the process, and to develop a communications strategy for the applicable work group.

b. The ad hoc committee will determine the applicable work group based on the individual circumstances, including the nature and scope of the topic and those employees who would be directly impacted by the outcome of the process.

c. A work group reaches consensus when, after collective deliberation of the matter, at least 80% of the group members who vote (rounded to the closest whole number), including management representatives, vote in favor of a solution. All directly impacted employees will be allowed to vote and will be provided a reasonable opportunity to vote.

d. All consensus agreements and amendments must be submitted to Human Resources, **Labor Relations at laborrelations@ohsu.edu**, and the Union.

e. A consensus agreement may be rescinded by agreement of a designated Human Resources representative and a designated AFSCME staff representative if it is found to be in violation of this Agreement or if it negatively impacts employees who are not subject to the consensus agreement.

f. All consensus agreements for a work unit will be made readily available on the work unit and will be provided to new employees on the unit.

g. Consensus agreements will remain in force for the term of this Agreement, unless earlier cancelled or amended in accordance with the process identified above.

Additional guidelines for utilization of the consensus process are set forth in Appendix G.

5.6 Day – means calendar day unless otherwise indicated.

5.7 Demotion. A transfer of an employee from a position in one class to a position in another class having a lower maximum salary rate. See Section 8.5 (**Salary Adjustments upon Change in Status**).

a. **Involuntary demotion** means the demotion of an employee for reasons initiated by the Employer, including demotions for disciplinary reasons and demotions requested in order to retain employment when layoff is imminent.

b. **Voluntary demotion** means a demotion requested by an employee where the action is entirely voluntary on the part of the employee and not taken for disciplinary reasons.

5.8 E-mail. Refers to the Employer’s electronic mail system as made available through the Information Technology Group (ITG) for business application purposes. See Section **2.912 (Use of Employer’s Electronic Mail)**. E-mail use whether for business or personal use remains the property of the Employer and is subject to all policies and procedures for application and compliance review.

5.9 Essential Functions. The fundamental job duties of a position, not including marginal duties that have minimal consequences if not performed. The primary factors to consider when determining whether or not a function is essential are:

Does the position exist to perform this essential function?

Is the applicant being hired for specific, highly specialized expertise?

How much time will be spent on the job performing the function?

What are the consequences of not requiring the applicant to perform a particular function?

5.10 Evaluation Period. One of two types of working test periods – referred to as the Probationary and Internal Job Change Evaluation Periods – during which an employee is required to demonstrate ~~his/her~~**their** ability to successfully perform the essential job functions of the position. See Article 20.

5.11 Executive Organizational Unit (EOU). A unit that is organized under an executive position or a combination of executive positions, and is accountable for an area of operations within the organization. There are five (5) separate EOU’s: Healthcare, Central Services, Research, School of Medicine, and Other Academic. See, e.g., Section 19.5

(Placement in New Position).

5.12 Extended Medical Leave. Leave granted at the Employer’s discretion upon the application of the employee for additional unpaid leave after the employee exhausts all paid sick leave and unpaid leave due under the OFLA/FMLA. An employee who has been medically

released to return from extended medical leave will be returned to their former department should a reasonable and suitable position, as determined by the Employer, be available within 60 days of notification of release. An employee who is not placed in their former department will be placed on the Preferential Hire List for a period of 90 days and provided with concentrated placement assistance by Human Resources. Should placement not occur during this period the employee will be considered an external candidate.

The above timeline will be paused during periods when the Employer is in a hiring freeze.

5.13 Flex Staff Employee. An employee hired to provide relief for absences of regular and Probationary Period employees, to provide staff for short-term projects and/or to provide short-term supplementing of existing staffing levels (e.g., patient volume fluctuations). See Appendix B (**Conditions of Flex Staff Employment**).

5.14 Full-Time Employee. An employee who holds an appointment at 1.0 FTE.

5.15 Lateral Transfer. The movement of an employee from one position to another in the same or a different class in the same salary range without a break in service. See Section 8.5.4 (**Lateral Transfer**). The term is distinguishable from the more generic “transfer,” which refers to any movement of an employee to a different position, whether by promotion, demotion or lateral transfer.

5.16 Layoff. A termination from service because of shortage of funds or materials, abolishment of position, or for other involuntary reasons not reflecting discredit on an employee. See Article 19.

5.17 Limited Duration Employee. An employee who is regularly scheduled on a full-time or part-time basis, who receives benefits and representation per this Agreement, but is excluded from layoff rights since ~~his/her~~ **their** appointment from the outset is determined to be time, task and work unit limited. For the purposes of scheduling of hours, reduction of hours, and/or termination, Limited Duration Employees shall have seniority among themselves within their specific work unit based on job tasks. Positions on the seniority list will be determined at the time of hire. The Employer will notify the Union of any new or renewed limited duration employee position it establishes. Such notification shall include a description of the project and the duration for which the employee is being hired.

5.18 Managerial Employees. Managerial employees are defined as employees (1) who possess the authority to formulate and carry out management decisions, or who represent

management's interest by taking or effectively recommending discretionary actions that control or implement employer policy, and (2) who have discretion in the performance of these management responsibilities beyond the routine discharge of duties.

5.19 Orientation. A period of time not to exceed four (4) weeks for qualified applicants to acclimate to performance standards for a new job.

5.20 Paid Status. A member of the bargaining unit is considered to be in paid status when they are using sick, vacation or compensatory time or any other time compensated by the employer.

New definition.

5.21 Part-Time Employee. An employee who holds an FTE status of less than 1.0 FTE.

5.22 Position Description. A description of specific duties and responsibilities, consistent with the appropriate classification specification, assigned to an individual. See Section 6.4 (**Position Descriptions**).

5.23 Preceptor. A preceptor is an experienced employee who provides oversight during clinical practice and helps translate theory to practice for students and eligible co-workers (the "learners"). A preceptor works with a learner for a period of time defined by their department to assist the learner in acquiring new competencies required for practice. A preceptor must set expectations, provide feedback about the learner's performance, and give appropriate opportunities for the learner to meet their learning objectives.

This is a gain. This addition defines preceptors, for the purpose of administering preceptor pay, and stipulates that precepting applies to working with employees as well as students.

5.24 Preferential Hire List. A list of persons (1) who have been regular employees with the Employer, (2) who either (a) have been laid off, (b) have been removed during a job change evaluation period and are not placed in their former department pursuant to Article 20.2, (**Internal Job Change Evaluation Period**), or (c) have returned from an extended medical leave of absence and are not placed in their former department pursuant to Article 5.10 (**Extended Medical Leave**), and (3) who are eligible for hire into a vacant position for which they are

qualified. Employees on the preferential hire list (“PHL”) are terminated from employment but retain all rights as otherwise specified in this Agreement.

a. Employees on the PHL shall be eligible for hire into any position for which they are qualified. They must apply for any position they seek, including positions in their former classification unless the employee is medically restricted from working in such position. If the employee is determined by the Employer to be qualified for the position **(s) applied for** based on the specific job posting for the position, the current position description, and documentation identifying ~~his or her~~ **their** skills, abilities and employment experiences, the employee shall be offered the position prior to any internal applicant. **The employee shall respond to the offer by the end of seven (7) calendar days after receiving the offer, unless a different response time is agreed between the Employer and the employee. If the employee is not selected for the position applied for, the Employer shall notify the employee by the end of the seventh calendar day after the Employer receives notice that the position has been accepted by another employee.**

This is a slight gain. This addition ensures that job openings aren’t left vacant for an excessive period of time while an employee on the PHL weighs their options and ensures that the employer doesn’t keep the employee waiting for a decision for an excessive period of time.

b. In accordance with Section 19.7 **(Employees Placed on Preferential Hire List)**, employees on the PHL as a result of having been laid off may remain on the list for up to eighteen (18) months. Employees placed on the PHL due to removal during a job change evaluation period who are not otherwise returned to their former department in accordance with Article 20.2 may remain on the PHL for six months. Employees returning from an extended medical leave and are not otherwise placed in their former department may remain on the PHL for 90 days in accordance with Article 5.10.

c. Except as provided in Section 20.2.8 **(Employees Removed Following Placement Under Section 19.4)**, employees on the PHL are entitled to no more than one hire into a position from the PHL.

d. The above timeline will be paused during periods when the Employer is in a hiring freeze.

5.25 Premium Pay. A rate of pay that is a multiplier (normally 1½ times) of the employee's straight time or regular rate of pay.

5.26 Probationary Employee. An employee serving a Probationary Period. See Section 20.1 **(Probationary Period)**.

5.27 Promotion. The movement of an employee from a position in one class to a position in another class having a higher maximum salary rate. See Sections 8.5 **(Salary Adjustments Upon Change in Status)** and 18.2 **(Job Posting)**.

5.28 Qualified. The applicant possesses the credentials or otherwise demonstrates the knowledge, skills and abilities to perform the essential functions as defined in the position description.

5.29 Reclassification. A change in classification of a position by raising it to a higher paid class, reducing it to a lower paid class, or moving it to another class at the same pay level. Reclassification must be based on finding that the duties of a position have been altered, are better described by another classification, and the incumbent is qualified to perform the duties of the position. See Article 21 **(Reorganizations and Classification Changes)**.

5.30 Regular Employee. A full-time or part-time employee who has completed the Probationary Period.

5.31 Regular Position. A position occupied by a regular employee.

5.32 Regular Rate of Pay. Straight rate of pay plus, where applicable, any differential payable under this Agreement, calculated on a weekly basis or bi-weekly basis, except where otherwise specifically provided in this Agreement.

5.33 Relief Employee. An employee who is assigned to work on an intermittent and sporadic basis without the guarantee of hours of work or a set work schedule, and who provides coverage during periods of Employer need due to vacation, sick, or other employee leaves of absence, provides staff for short-term projects and/or provides short-term supplementing of existing staffing levels (e.g., patient volume fluctuations). Relief employees are entitled to the same benefits afforded part-time employees, including the utilization of seniority in all relevant articles.

a. Relief employees must be available to work at least four (4) days per pay period as determined according to the Employer's needs. If a relief employee fails to meet this minimum obligation in four (4) separate pay periods within a calendar year, the employee will be deemed to have voluntarily resigned.

b. Relief employees may be required to work holidays, weekends or variable shifts consistent with operational need. Such requirements will be identified in the employee's offer letter. Variable shift requirements will also be identified on the job posting.

c. During an initial period of disability, a relief employee is permitted to exhaust his or sick leave through utilization in order to become eligible for short term disability benefits.

5.34 Remote Work. An approved fully remote or hybrid work arrangement under which an employee in an approved position performs the duties and responsibilities of their position from a remote work site as part of their approved regular work schedule. This definition does not cover work done while on business travel for the Employer.

New definition.

5.35 Split Shifts. Non-continuous hours of work equaling the total work hours of the employee's shift length, completed within a maximum of sixteen hours from the start of the shift.

New definition.

5.36 Steward. A member of the bargaining unit designated by the Union to act on behalf of one or more bargaining unit employees. See Section 2.24 **(Union Stewards)**.

5.37 Straight Rate of Pay. An employee's base rate, without any additions.

5.38 Student Workers. An employee receiving an hourly wage for work performance who is enrolled in, on vacation from, or otherwise registered in a high school, college undergraduate program, or university graduate program *and who has been hired into a student worker position.*

5.39 Supervisors. To qualify as a supervisor, an individual must supervise, directly or indirectly, at least one employee who does not also directly report to another supervisor.

Moreover, consistent with state law, an individual generally must supervise, directly or indirectly, more than one employee to qualify as a supervisor. For an exception to this rule to apply, the Employer must meet its burden of demonstrating that an individual qualifies by having substantial supervisory authority over one employee. Moreover, a supervisor may not go more than six (6) months without a direct or indirect report of at least one employee. Otherwise, the statutory definition in ORS 243.650 applies.

5.40 Suspension. A temporary interruption of work of an employee as directed by the Employer. During this period the employee shall be paid or not be paid per the discretion of the Employer.

5.41 Temporary Employees. Full or part-time employees employed by the Employer for a specific period of time to fulfill the specific needs of the Employer. Temporary employees are not covered by the terms and conditions of this Agreement. Temporary employees performing work that would otherwise be performed by bargaining unit employees will be employed for a finite period of time not to exceed 1,040 hours in a calendar year, unless an extension has been granted for one six (6) month period. If there is still a need for the services that have been performed by the temporary employee, then the employee or the employee's replacement will be classified as a relief, Limited Duration Employee, or flex employee covered by the terms of the Agreement.

5.42 Termination. A voluntary or involuntary separation from employment. A discharge is an involuntary termination of employment without layoff rights. A removal from a position may occur only during an internal job change evaluation period (see Section 20.2 **(Internal Job Change Evaluation Period)**).

5.43 Designated Union Representative. ~~Any representative of the certified bargaining agent, or any person designated or authorized by the certified bargaining agent, to act on the Union's behalf.~~ **A public employee who is designated by the exclusive representative as a representative for employees in a bargaining unit.** See Section 2.1. ~~**(Designated Union Representatives)**~~.

This change was made in conjunction with revisions to Article 2. (HB 2016 change)

5.44 Vacant Position. A new position or the opening of an existing position caused by an employee having vacated the position. See Article 18.1 **(Job Bid)**.

5.45 Without Authorized Leave. An employee's time away from work that meets all of the following conditions: (1) is not approved by their supervisor or manager, (2) is not legally protective leave, and (3) for which the employee is not eligible to apply accruals or does not have adequate accruals to cover the entire absence.

This definition was added to clarify when an employee might be deemed to have resigned (addressed later in the contract).

5.46 Work Unit. A work unit normally will fit within at least one of the following three definitions:

- a. A group that reports to the same supervisor or manager,
- b. A group that schedules vacations together, or
- c. A group that shares the same organization number.

It is also recognized that “work units” may be shaped by such factors as geography, past practice, manager crossover, or other variables/unique circumstances.

ARTICLE 6. EMPLOYMENT PRACTICES AND PROCEDURES

6.1 Non-Discrimination.

6.1.1 Equal employment opportunity. The provisions of this Agreement shall apply equally to all employees in the bargaining unit without regard to age, race, religion, sex, color, disability, national origin, veteran status, sexual orientation or political affiliation.

6.1.2 Affirmative action. The Union agrees that it will cooperate with the Employer's implementation of applicable Federal and State laws and regulations pertaining to affirmative action, including but not limited to Presidential Executive Order 11246 as amended by Presidential Executive Order 11375, **and Title IX of the Civil Rights Act, pertaining to opportunity in education.**

Neutral.

6.1.3 Complaints of discrimination or harassment. Employees are encouraged to file all complaints alleging discrimination or harassment of a protected

status as identified above with the Employer through its Affirmative Action Equal Opportunity (AAEO) Department. Alternatively, employees may file a complaint with the Union, Integrity Department, the Human Resources Department, the employee's manager, or the appropriate state or federal agency for resolution. If filed with the AAEO Department, the complaint shall be processed under the Employer's rules pertaining to discrimination complaints. If the complaint is not satisfactorily resolved by the AAEO Department's process, it may be submitted to the appropriate state or federal agency for resolution.

6.1.3.1 Complaints regarding Code of Conduct violations.

Employees are encouraged to file all complaints alleging code of conduct complaints through the Union or the Employer's Integrity Department, Human Resources Department, or the employee's manager.

6.2 Pay Periods. Employees shall be paid bi-weekly.

6.3 Timekeeping Records. Employees are responsible for accurately recording and tracking their working time. Timekeepers shall not make adjustments to an employee's timekeeping record unless requested to do so by the employee for a legitimate reason or authorized to do so by the supervisor. In the event a supervisor directs the timekeeper to make a change in an employee's timekeeping record, the supervisor shall notify the employee of the change and the reasons for the change by the current payroll run deadline. Timekeepers shall not adjust overtime hours worked without prior approval of the employee and the supervisor. Employees shall not work off the clock, and managers shall neither direct nor condone such activity. In the event the Employer wishes to change the increments in which time worked is recorded and compensated, the parties agree to use the process outlined in Article 3.3 to resolve the matter.

6.4 Position Descriptions. Position descriptions shall be reduced to writing and delineate the specific duties currently 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 position description is amended. Any amendments which change responsibility sufficiently to warrant a classification change will be subject to the provisions of Article 21 addressing classification changes.

The position description will be used as a basis for preparation of work plans, competencies or other descriptions of employment expectations a supervisor may utilize. 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 classification specification.

6.5 Work Life Balance. The parties recognize that work life balance arrangements, such as remote work arrangements telecommuting and flexible start times, may be used to enhance productivity, recruit and retain a diverse and talented workforce, reduce costs, and address traffic congestion, parking constrictions and broader environmental interests. The Employer maintains a remote workTeleworking policy and guidelines that address these interests. Remote workTelecommuting and flex start time arrangements require mutual agreement betweenamong the employee and their manager or, supervisor and ~~department/unit director and~~ are approved on a case-by-case basis at the Employer's discretion. If mutual agreement is not reached, the employee or the supervisor may seek assistance from the Labor Relations/~~Human Resources~~/AFSCME group for problem solving and ideas for consideration.

Non-substantive changes.

6.6 Performance Expectations.

6.6.1 Clarification of expectations. An employee may make a written request to ~~his/her~~ their supervisor for clarification of the performance expectations of the employee in ~~his or her~~ their position. Within a reasonable period of time following the request, the supervisor and the employee shall mutually develop the performance expectations, which shall delineate specific job requirements, expectations or objectives on which clarification has been sought. Employees will be allowed a reasonable period of time to achieve such expectations.

6.6.2 Change in circumstances. Whenever there is a substantial increase in workload or a directive is issued by the Employer that could cause the employee to substantially deviate from the previously agreed expectations, the employee may initiate and the supervisor and the employee shall mutually develop adjustments to allow the employee to carry out the changes necessary.

6.6.3 Failure to reach agreement. If the supervisor and the employee cannot mutually agree upon the performance expectations, the supervisor may unilaterally develop and implement such expectations for the employee.

6.7 Non-Job Related Illness or Injury. Legitimate, non-job related illness or injury which results in excessive absenteeism or in the inability of the employee to perform ~~his/her~~ **their** duties in a safe and efficient manner may be unintentional and beyond the control of the employee. Such excessive absenteeism or inability to perform ~~his/her~~ **their** duties shall be cause for counseling of the employee and shall be subject to the attendance policy applicable to the employee's work unit.

6.7.1 Work modifications. An employee who has a non-job related illness or injury may request and the Employer may grant work that she/he can perform in accordance with the Employer's processes. For temporary work modifications, the Employer shall estimate the duration of the assignment and notify the employee as soon as possible of the anticipated completion date.

The Employer will attempt to reasonably accommodate a disabled employee, as defined under state or federal law, with a job ~~he/she~~ **they** can perform in a productive manner while maintaining an acceptable attendance record.

6.7.2 Inability to perform duties. If an accommodation that is mutually agreeable to the employee or the employee's representative and the Employer cannot be found, the employee or employee's representative and the Employer may mutually agree to temporarily replace the employee for a specified time. If mutual agreement on job accommodation or temporary replacement of the employee cannot be reached, the Employer may discharge the employee for inability to efficiently or safely perform the duties of ~~his/her~~ **their** position. Such discharge shall be for just cause and subject to the grievance and arbitration provisions of Article 24.

6.8 Personnel Records.

6.8.1 Personnel file contents. The Employer's file pertaining to an individual employee is referred to as the employee's personnel file. The contents of each file are confidential as to the individual employee. An employee's personnel file consists of **both** ~~the~~ ~~his/her~~ centralized personnel file in Human Resources and **the** departmental personnel file. It does not include **the employee's** ~~his/her~~ supervisor's notes file. A copy

of each employee's performance appraisal shall be maintained in ~~his or her~~ **their** personnel file. No material generated during the course of a grievance shall be kept in the **employee's** personnel files. An employee may include in **their** ~~his/her~~ personnel file copies of any relevant material ~~they wish~~ ~~he/she wishes~~, such as letters of favorable comment, licenses, certificates, college course credits or any other material which reflects creditably on the employee. The Employer will provide the contents of an employee's personnel file to the Union upon specific authorization of an employee or pursuant to its legal obligation to produce information requested by the Union.

6.8.2 Inspection. An employee may, upon request, inspect the contents and obtain copies of documents from ~~his/her~~ **their** official personnel file, except for confidential reports from previous employers. If the employee submits ~~his or her~~ **their** request at least fourteen (14) days prior to the requested inspection date, the Employer will provide each part of the employee's personnel file for inspection at the same location. Employees will be charged for copies at the per page rate established by Employer policy. The Union will be provided notice and opportunity for input 60 days prior to any change in this rate.

6.8.3 Placement of documents in personnel file. The employee shall be asked to sign such material to be placed in ~~his/her~~ **their** personnel files with an attached disclaimer that the employee's signature confirms only that the supervisor has discussed and given a copy of the material to the employee, and does not indicate agreement or disagreement.

If an employee is not available within a reasonable period of time to sign the material, the Employer may place the material in the files provided that a copy of the document is emailed or mailed to the employee at ~~his/her~~ **their** address of record.

6.8.4 Right of rebuttal. If the employee believes that any of the above material is incorrect or a misrepresentation of facts, ~~he/she~~ **they** shall be entitled to prepare in writing ~~his/her~~ **their** explanation or opinion regarding the prepared material. This shall be included as part of ~~his/her~~ **their** personnel record until the material is removed.

6.8.5 Removal of materials. Except as provided below, materials reflecting written disciplinary action shall be removed from an employee's active personnel file

after two (2) years, upon written request of the employee to Human Resources, provided there have been no further disciplinary events of any kind during the two-year period. Such documents will be removed from the employee's active personnel file into an archived file. Materials may be removed earlier upon mutual agreement of the manager and the employee, **upon written request of the employee to Human Resources**. Only Human Resources personnel may have access to the archived file, except when archived records may be utilized in cases of potential discharge. If the employee has not requested removal and there have been no further disciplinary events during the two (2) year period, then the Employer will not consider the disciplinary action for purposes of progressing discipline. Exceptions are as follows:

a. These provisions shall not apply to disciplinary action of a written warning or higher for theft, willful misrepresentation, conduct threatening or endangering the safety of **co-workers and** others in the workplace, or discrimination, harassment or assault/violence (as defined by law) against another person.

b. Verbal warnings shall be removed from the employee's file after (1) year, at the employee's request, if there have been no further disciplinary events during the one-year period.

Neutral. These additions provide clarification.

c. Managers shall be advised to discuss this contractual right with employees during the annual performance review process and the Employer will reference this section in discipline documentation.

This is a gain. This addition will help ensure that employees are kept informed of this important contractual right.

6.9 Reporting Inappropriate Use of Resources, Waste or Fraud. Inappropriate use of Employer resources, waste or fraud shall be reported at the lowest supervisory level. Employees who believe that the lowest supervisory level is inappropriate or feel uncomfortable discussing this with their immediate supervisor are encouraged to contact the Integrity Department or the applicable Executive leader. The Executive leader or ~~his/her~~ **their** designee

may assign investigations of inappropriate use, waste or fraud to any of the following: Integrity Department, Legal Department, Human Resources, AAEO Department, Public Safety, or any other individual or entity she/he deems appropriate.

The Employer, to the extent consistent with its obligation to conduct a complete investigation and to take any remedial action that may be required, will seek to maintain confidentiality of the information disclosed during the investigation and will report the results of the investigation to the reporting employee. There shall be no retaliation taken against an employee who in good faith has reported inappropriate use of resources, waste or fraud, or who has cooperated in any investigation concerning such activities.

6.10 Personal Emergency Message Procedure. Personal emergency messages received by the Employer shall be delivered to the employee(s) as soon as practical after they are received, at which time the employee(s) shall be granted access to a telephone. The caller will be asked and encouraged to identify the nature of the emergency.

6.11 Personality Profiles. In the context of relationship or team building in the work unit, employees may be asked to voluntarily participate in personality profiling. Such profile will be returned only to the employee, who may or may not choose to discuss the results. Profile information will not be placed in employee personnel file(s). There will be no ramifications in employment matters for either participation or non-participation in personality profiling.

6.12 Uniforms. All Employees who are required to wear a uniform shall be furnished three (3) uniforms upon appointment unless otherwise specified by a letter of agreement between the parties. Necessary replacement uniform items will be provided as requested, up to two (2) uniforms annually, unless otherwise specified by a letter of agreement between the parties.

6.13 Contracting Out Services. The Employer may determine to contract or subcontract work, provided that as to work ~~which~~ **that** is presently and regularly performed by employees in the bargaining unit, the Employer agrees to provide the Union with the opportunity to bid on such work that is being considered for contracting out in accordance with the model they have mutually developed. The Employer further agrees to negotiate, upon demand, the impact of the pending action on bargaining unit employees. It is specifically understood that the provisions of this paragraph shall apply when the contemplated contracting or subcontracting will result in the layoff of one or more employees, and that these obligations shall not apply where the impact is minimal. The severance benefit available to employees displaced as a result

of contracting out is set forth in Appendix ~~FE~~, Section D.3 (**Contracting severance benefit**). Employees who are displaced from the bargaining unit as a result of merger, joint venture or any other form of collaboration between the Employer and a third party, and who are not offered a position in a classification with similar job duties by way of a bona fide offer letter in the merged, joint venture or collaborative entity, will also be eligible for this severance benefit.

6.14 Performance Evaluations. The Employer may implement and maintain performance evaluation processes involving members of the bargaining unit. It is the goal of the Union and the Employer for all employees to have their work performance evaluated annually. It is the shared expectation that all constructive feedback, other than that gathered immediately prior to the evaluation from colleagues, will have been shared with the employee prior to the evaluation. Employees will have the right to provide a written response to any evaluation and to have the response placed in their personnel file.

6.15 Remote Work. The employer shall maintain a remote work program for classifications within the bargaining unit. The Union will be notified in advance about material changes to the remote telework program.

6.15.1 Remote work requests. Employees may request remote work arrangement from their manager. Such arrangements may include a flexible-schedule component. The manager must provide a response in writing, including the reason for denial, if applicable, within thirty (30) days of the request for remote telework.

6.15.2 Out-of-state remote work. The parties recognize the importance of promoting and serving local people and communities and are supportive of recruitment that gives preference to equally qualified applicants who reside in or commit to relocating to the states of Oregon and Washington. The parties will meet to bargain any future out-of-state-work policy before it is finalized.

6.15.3 Technology and Equipment. The Employer shall provide the standard technology and equipment, as defined by the Employer, necessary for remote work employees to perform their assigned job duties at the remote work site. A list of the typical standard technology and equipment shall be made available on the telework page on O2. Such technology and equipment will comply with the Employer's information security, inventory and other policies and practices. Upon termination

of employment or the remote work arrangement, the employee shall return any equipment or supplies owned by the Employer. Employees shall not be required to use their personal devices except temporarily due to emergency conditions, supply chain issues, or malfunctioning OHSU-owned equipment. Remote work employees within commuting distance of OHSU may opt to perform their work duties on their personal phones or personal employers as long as they comply with IT rules.

The Employer shall provide reasonable time (normally under two hours), during an employee's work day if possible, to allow a remote work employee to deliver malfunctioning equipment to or retrieve new or repaired equipment from the Employer's premises, if the employee's remote work site is within commuting distance of OHSU. If this cannot be accomplished during the employee's work day, the Employer may make arrangements to accomplish the exchange using means that will not incur overtime.

6.15.4 Surplus property. Upon implementation of and throughout the duration of an approved remote work arrangement, employees may access the Employer's surplus property office to obtain supplies such as desks, chairs, foot rests, binders, etc., pursuant to the Employer's surplus policy.

6.15.5 Household provision. The Employer shall place no restrictions on who is in the home during a remote work employee's work hours. Remote work employees must comply with the Employer's information, security, privacy, and other policies and practices.

6.15.6 OHSU work space. If a remote work employee's supervisor deems it necessary for the employee to periodically work on site, the Employer shall ensure that suitable work space is available for the employee.

This is a gain. This new section of the contract describes some current practices and also establishes some guidelines around remote-work requests, what equipment is provided to remote workers and more. It allows remote workers to drop off malfunctioning equipment and pick up repaired or new equipment on paid time instead of unpaid. It also notes that any policy regarding out-of-state remote work must be bargained with our union prior to implementation.

ARTICLE 7. HOURS OF WORK

7.1 Work Week and Extended Work Period. An employee's workweek is a fixed and regularly recurring period of one hundred sixty-eight (168) hours consisting of seven (7) consecutive twenty-four (24) hour periods. The standard workweek is 12:01 am Monday through 12:00 midnight Sunday. Changes in the standard workweek are permitted, provided that the employee shall not suffer loss of overtime compensation during the workweek in which the change occurs. Alternatively, the Employer and an employee working in a Hospital unit may agree, before performance of work under the agreement begins, to an extended work period of fourteen (14) consecutive days in lieu of the workweek of seven (7) consecutive days.

7.2 Scheduling of Work.

7.2.1 Shifts in excess of 12 hours. Shifts in excess of twelve (12) hours affecting current employees shall not be established without the consent of the Union and the affected employee, unless the employee is exercising a layoff option pursuant to Section 19.4 **(Options of Employees Notified of Layoff)**.

7.2.2 Split shifts. In the event the Employer wishes to change an existing shift to a split shift, the parties agree to use the process outlined in ~~Article~~ **Section 3.3 (Non-Contractual Standards and Benefits)** to resolve the matter.

7.2.3 Requests for alternate work schedules. An employee or group of employees may submit to their supervisor a written request for a work schedule that is different from the employee's existing schedule. Such requests shall be granted or denied in writing based on individual and unit needs. Open dialogue is expected regarding the reasons for granting or denial. Employees and supervisors should strive to meet the varying needs of alternate work schedule requests as individual and unit needs are considered.

7.2.4 Requests for flexible work schedules. An employee or group of employees may request and the Employer may grant a flexible work week schedule. If the flexible schedule would impact the daily overtime language set forth in Section 9.1.1 **(Definition of overtime)**, the employee may agree to waive ~~his/her~~ **their** contractual right to overtime after the employee's regularly scheduled shift by signing the Voluntary

Waiver of Daily Overtime form as set forth in Appendix E. A copy of this form is available from the Payroll Department.

7.2.5 Posting of varying work schedules. Varying work schedules, which exist when an employee's scheduled hours may vary from cycle to cycle, shall be posted at least twenty-eight (28) days in advance. Posted work schedules will not be changed except in an emergency or when there is mutual agreement between the employee and the supervisor. In work areas where computer access is not readily available printed work schedules shall be posted. For purposes of this provision, an emergency is defined as a situation that is unforeseen and could not be prudently planned for.

7.2.6 Changes in work location. When the Employer has at least twenty-four (24) hours' knowledge of a need to change a work location by more than five (5) miles, the Employer shall first ask for volunteers. If there are no qualified volunteers, then the Employer may assign the work. Employees shall be notified of their work location(s) as soon as reasonably possible. When an employee is notified of a work location change with less than forty-eight (48) hours' notice, the Employer shall make reasonable efforts to reduce hardships to the employee caused by the change.

7.2.7 Changes in reporting time. Reporting time is the time designated or recognized as the start of the daily work shift or schedule. The Employer may, notwithstanding the provisions of Sections 7.2.5 (**Posting of varying work schedules**) and 7.2.7 (**Changes in reporting time**), change an employee's reporting time on a temporary basis, subject to the compensation provisions associated with failure to provide adequate notice of such change set forth in Section 9.3 (**Change in Reporting Time**).

7.2.8 Changes to work schedules. The Employer may, notwithstanding the provisions of Section 18.1.1 (**Posting and awarding of position???**), change an employee's schedule subject to the terms of this paragraph. The Employer will use reasonable efforts to honor seniority when making work schedule changes. The Employer shall provide twenty-eight (28) days' notice and a written explanation to the employee(s) and the Union of any changes of more than one (1) hour in an employee's regular work schedule. The Employer shall provide fourteen (14) days' notice and a written explanation to the employee(s) and the Union of any changes of one (1) hour or less in an employee's regular work schedule, provided that an employee who demonstrates a

scheduling hardship (due, for example, to childcare, home care or transportation concerns) shall be entitled to a full 28 days' notice. Such changes in work schedule can be implemented prior to elapsing of the required notice period upon mutual written agreement between the employee(s) and the Employer. If the change in work schedule is necessary in order to provide the employee with transitional duty while recovering from an on-the-job injury, the required notice period shall be 14 days.

7.2.9 Non-guarantee of hours. This section shall not be construed as a guarantee of hours of work per day or per week.

7.2.10 Consecutive days of work for part-time employees. A part-time employee shall not be scheduled to work more than eight (8) consecutive days. Nor shall a part-time employee be required without ~~his or her~~ **their** consent to work more than ten (10) consecutive days, provided that at least two (2) of those days are due to circumstances that are unforeseen and could not be prudently planned for. In the event that a part-time employee is required to work at least eight (8) consecutive days, the employee thereafter will be provided at least one (1) calendar day off. If immediately following the one (1) day off the employee is again required to work one or more periods of at least eight (8) consecutive days, the employee after each such period will be provided at least two (2) calendar days off.

7.3 Report Pay. An employee who is scheduled for work, does not receive notice of shift cancellation in accordance with Section 19.11.2 (**Notice of shift cancellation or curtailment at beginning of shift**), and reports for work shall be paid a minimum of four (4) hours. Where the scheduled shift is less than four (4) hours in duration, however, the employee shall be paid for the hours scheduled. In the event that operations are closed or curtailed due to Modified Operations, Section 7.12.4 (**Closing, curtailment, or delayed start of operations**) shall control.

7.4 Availability of Additional Work. In the event that additional, non-overtime work becomes available to employees in a work unit, it shall be offered and assigned in the following order:

1. **For work that becomes available with more than twenty-four (24) hours' notice, the work shall first be offered, in order of seniority, to the entire work unit for two weeks or until twenty-four (24) hours before the shift, whichever comes**

first. Employees who request the work during this window shall be granted the work in the following order:

More or less neutral, but senior employees will need to be timely about notifying their supervisor that they want to pick up additional work. With this change, senior employees will have two weeks to claim an open shift; after that two-week period, if the shift has not been picked up by 24 hours or less before the shift, it will be given to whichever employee claims it first. (This is only in reference to regularly scheduled work, not overtime or ANI shifts.)

- ~~to e~~**Employee(s) who have been canceled or curtailed within the current and previous pay period, who are qualified, and who have advised their supervisor in advance that they are available to perform such work;**
- **FTE employees up to designated FTE in seniority order**
- **FTE employees over designated FTE, but not overtime, in seniority order**
- **Relief workers in seniority order**
- **Flex workers**
- **Temp or student workers**

The above additions were moved up from later in this section.

If multiple employees in the same category request the work, it shall be granted to the most senior employee. ~~to employee(s) who have been canceled or curtailed within the current and previous pay period, who are qualified, and who have advised their supervisor in advance that they are available to perform such work. If performing the additional work would cause the employee to incur daily or weekly overtime, the employee shall be required to change any vacation or comp time used during such cancellation or curtailment to leave without pay (LWOP) to avoid the payment of overtime.~~ **If the additional work (a) has been offered for two weeks or (b) there is less than twenty-four (24) hours before the offered work, then the work will be granted to the first employee who requests the work.**

See annotation above.

2. ~~If no employee accepts the offered work pursuant to Paragraph 1, the work shall be offered in the following order:~~

~~FTE employees up to designated FTE in seniority order~~

~~FTE employees over designated FTE, but not overtime, in seniority order~~

~~Relief workers in seniority order~~

~~Flex workers~~

~~Temp or student workers~~

This list was moved to earlier in this section.

3. ~~For work that becomes available with twenty-four (24) hours' notice or less, the work shall be offered to those employees in the work unit and in the applicable classification who are eligible and qualified to perform the work, and shall be given to the most senior employee who accepts the offer of additional work within fifteen (15) minutes. If no employees request the work during the fifteen minutes, then the work will be granted to the first employee who requests the work.~~

3. **If performing the additional work would cause the employee to incur daily or weekly overtime, the employee shall be required to change any vacation or comp time used to leave without pay (LWOP) to avoid the payment of overtime.**

Employees may not work non-overtime regular shifts pursuant to this Section 7.4 **(Availability of Additional Work)** if their current work schedule would cause such extra work to incur overtime or any other premium pay liability. This does not limit the right of employees to work overtime when overtime work is offered.

Neutral. This change clarifies the current practice.

For purposes of this article, Float Pool workers participate in the assignment process as regularly scheduled FTE or flex workers.

4. If there are no volunteers, mandatory assignment of non-overtime work will apply in reverse order of seniority. **A shift of four hours or longer must be offered at the ANI rate (Section 10.14 Additional Need Incentive) before being assigned as mandatory non-overtime work.**

This is a gain. There is now a financial penalty to OHSU for mandating an employee to stay at work.

5. If the work cannot be accomplished without incurring overtime pay, the assignment shall be made according to the provisions of Section 9.1.4 (**Scheduling and Assignment of Overtime**).

Work units are encouraged to develop a consensus process for the assignment of remaining additional work. This process should consider the availability and qualifications of personnel, efficiency of operation, employee needs and fiscal impact upon the Employer.

7.5 Rest Periods. A rest period of fifteen (15) minutes shall be permitted for all employees during each consecutive work period of four (4) hours or more. Rest periods shall be scheduled in accordance with the operating requirements of each employee's duties and shall be considered on-duty time.

If, on an occasional basis, the work does not allow the scheduling of rest periods, the employee and supervisor will make arrangements to provide rest periods at alternative times, including combining rest periods with meal periods or leaving prior to the end of the shift. In addition, an employee and ~~his or her~~ **their** manager may agree to combine rest periods with meal periods on an ongoing basis if it meets operational need. When none of the options for allowing rest breaks at alternative times is feasible because of the operating requirements of the Employer, the employee will be compensated for the missed rest period at the straight time rate of pay.

7.6 Meal Periods. Employees shall be granted a non-duty meal period during each work shift of at least six (6) hours. Each non-duty meal period shall be scheduled in the middle of the work shift, or as near thereto as possible, and shall be no less than thirty (30) minutes and no more than sixty (60) minutes. Employees required to take meal periods in designated areas and/or maintain contact with their department will have their meal period considered on-duty time.

Whenever possible given work considerations, if an employee becomes aware that they may miss a meal or rest break, the employee will notify the person in charge as soon as possible, and there shall be no retaliation therefor. Nothing in this paragraph is intended to restrict the Employer's right to instruct employees to take meal or rest breaks. Employees who miss a meal break will be paid.

Neutral. This addition was made at OHSU's request. It reflects what is legally required and/or current practice.

7.7 Time Off Between Shifts or Hours Worked in Callback Regularly Scheduled Shifts. It is the parties' mutual desire that employees receive no less than ten (10) hours off between ~~regularly scheduled shifts~~ **or between hours worked in callback and the next shift.** A ~~regularly scheduled shift~~ is defined as a shift for which an employee is scheduled on a regular basis to satisfy his or her ~~their~~ FTE level. It shall also include for purposes of this paragraph a ~~mandatory staff meeting.~~ In the event that **(1)** an employee works two ~~(2)~~ regularly scheduled shifts on consecutive days, **(2)** the employee has their manager's approval if the reason for such shifts on consecutive days is a shift trade or voluntary additional shift, and **(3)** the employee is required to work additional hours, **including hours worked in callback or to attend mandatory non-recorded fixed-time staff meetings,** that would result in the employee having less than ten (10) consecutive hours off immediately preceding the ~~regularly scheduled~~ shift on the second consecutive day, **then** the Employer shall choose either of the following:
This is a gain. The change adds two other time periods during which employees can earn premium pay.

a. **Rest Option:** The Employer may, if feasible, allow the employee to commence ~~his or her~~ **their** next regularly scheduled shift at a later start time. The later start time shall be measured by the amount of time worked by the employee during the ten (10) hours immediately preceding the scheduled shift. Under such circumstances the amount of time between the scheduled start time and the later start time will be treated as hours worked. The provisions of Section 9.3 **(Change in Reporting Time)** shall not apply in this context.

b. **Work Option:** In the alternative, the Employer may require the employee to begin ~~his or her~~ **their** next regularly scheduled shift at the normal start time. If this occurs, the employee will be compensated at ~~his/her~~ **their** regular rate of pay for the amount of time worked during the 10-hour period immediately preceding the employee's next regularly scheduled shift **following the shortened rest period.** This compensation

shall be in addition to the employee's normal compensation for all hours worked at the applicable pay rate.

Neutral — this change clarifies the intent of the language.

Example: An employee is regularly scheduled to work from 8:00 a.m. to 5:00 p.m. The employee works beyond 5:00 p.m. until 12:00 midnight. The employee is required to return to work the following day at 8:00 a.m. The employee will receive two (2) hours of additional compensation at the regular rate of pay because the employee worked two hours during the 10-hour period of 10:00 p.m. to 8:00 a.m.

If an employee requests a schedule change, makes a shift trade or otherwise volunteers to work additional hours which results in less than ten (10) hours off, ~~he/she~~ **they is are** not entitled to any additional compensation under this section.

7.8 On-Call. An employee shall be on-call when ~~he or she is~~ **they are** required to be available for work outside ~~his/her~~ **their** normal working hours, ~~is~~ **are** required to leave work with the Employer where ~~they~~ **he/she** can be contacted during a specified period of time, and is required to be prepared to immediately commence work if the need arises. An employee shall not be on call once ~~s/he~~ **they** actually commences performing assigned duties and receives the appropriate rate of pay for time worked, except that employees working in commonly recognized professional and technical classifications in the Healthcare EOU shall continue to receive on call pay even after they commence receiving the appropriate rate of pay for time worked. **Managers and employees are encouraged to utilize the consensus process to develop procedures for assigning on-call that best suit the needs and demands of the work unit. In patient care areas, Section 7.8.1 (On-Call Relief) is related to health and safety and are not subject to the unit consensus process.**

This is a gain. This change enables consensus agreements to be used when on-call schedules are created, allowing for employee input.

7.8.1 On-Call Relief. For the health and safety of patients and employees, the Employer shall use best efforts to relieve an on-call employee who is on the Employer's premises after twenty-four (24) hours of continuous work. At least two (2) hours prior to the twenty-fourth (24th) hour, the on-call employee needing relief

will notify their appropriate leader. In the event that an employee is on the Employer's premises after twenty-four (24) hours of continuous work, the union shall be notified by the appropriate leader.

This is a gain. This new language may help reduce the number of employees who are required to work more than 24 continuous hours. It will also enable our union to track when employees are required to do so.

7.9 In-House Standby. Employees on in-house standby are required to remain in-house while not actively involved in the performance of their regular assignments or related tasks. Employees on in-house standby will be provided with sleeping arrangements. For standby compensation, see Section 10.4 (**In-House Standby Compensation**).

7.10 Shift Trades. **Hourly and salaried employees** Employees may trade regularly scheduled shifts ~~within the same pay period~~ with the consent of their immediate supervisor, provided that no **additional** overtime or premium pay will result from the trade. **Hourly employees may trade shifts within the same pay period and salaried employees may trade shifts across pay periods. Employees in a work unit may modify this language through a consensus agreement, pursuant to section 5.5 (Consensus).**

This is neutral for hourly employees and a gain for our salaried employees. This revision expands on which employees can trade shifts and when, and adds the option to make work-unit changes via the consensus process.

7.11 Clean-Up Time. Whenever a job performed or the material or equipment utilized has caused an employee to become dirty/**soiled by the following** ~~pursuant to department-based guidelines~~, the employee shall be allowed a reasonable amount of time without loss of pay prior to any meal period or prior to the completion of ~~his/her~~ **their** work day to clean ~~him/herself~~.

- 1. Human blood or other bodily fluids; or**
- 2. Blood or other bodily fluids from animals/animal products; or**
- 3. Chemical contamination; or**
- 4. Other contamination or circumstances that pose a hazard to the employee, as agreed to in departmental guidelines.**

When using such clean-up time, the employee will notify their direct supervisor or lead workers of such contaminated/soiled clothing and the need to clean their clothing or person.

This is a slight gain. This revision specifies the circumstances in which an employee's clothing would be considered dirty/soiled for the purposes of using clean-up time to change.

7.11.1 Special Clothing. In those areas where special clothing is required and furnished by the Employer, changing into/**out of** street clothing will be considered part of the employee's workday.

This is a gain. Employees will be able to use work time to change into their work uniforms as well as change out of them.

7.12 Modified Operations. The Employer may, in its discretion, decide to modify its operations for safety and security reasons, including **natural disasters, pandemics, local and regional emergencies, and** periods of severe inclement weather conditions. **As a result of** ~~During~~ modified operations the Employer may close selected portions of its operations and/or cancel schedules of **bargaining unit employees who have not been designated as critical function/essential workers per MOU #7 (Employee Designations)**, ~~staff whose classification is not a critical function as defined under the Employer's Modified Operations policy.~~ Work areas which operate on a continuous twenty four (24) hour basis will remain open at all times.

Neutral. This revision was made to reflect current practice, in that modified operations can implemented in circumstances other than inclement weather. It also updates the wording about critical/essential workers so that it matches other language in our contract.

In the event of modified operations being declared by the President or their designee, the following rules will apply:

7.12.1 Shuttle buses. Should conditions warrant it, the Employer shall make reasonable attempts to have the shuttle buses run on a modified route to ensure employees' safe transportation to and from the Employer's satellite parking lots at no charge.

7.12.2 Report to work late. When modified operations has been declared and the employee's work area remains open, the employee shall suffer no loss of pay if they have ~~employee has~~ made every reasonable effort to report to work as scheduled and arrives within two (2) hours of their scheduled start time. Employees arriving greater than two hours late due to such conditions shall be paid based upon actual hours worked.

7.12.3 Inability to report to work. When the employee's work area remains open but the employee is unable to report to work because of conditions related to modified operations (including but not limited to public transportation closures)~~inclement weather~~, the time loss is considered leave without pay. Even when modified operations~~inclement weather~~ is not declared, if an employee makes reasonable efforts to report to work as scheduled but is unable to do so due to natural disasters, pandemics, local and regional emergencies, and period of severe inclement weather conditions, the resulting absence or late report will not count as an attendance occurrence. In either of these cases, employees upon request shall be granted use of accrued vacation or compensation time.

Neutral. This revision was made to reflect current practice, in that inability to report to work may be caused for reasons other than inclement weather.

7.12.4 Closing, curtailment or delayed start of operations. When modified operations require cancellation of a shift or a delayed start of operations, the two (2) hour notice provision of Section 19.11.2 (Notice of Shift Cancellation or Curtailment at Beginning of Shift) shall apply. In such circumstances, the notice provisions of Section 9.3 (Change in Reporting Time) shall not apply. If the Employer does not provide the notice require under Section 19.11.2, employees who should have received such notice shall receive two (2) hours of pay. When conditions directly result in~~require~~ the closing or curtailing of operations after the employee reports to work, the employee shall be paid for the remainder of their ~~his/her~~ work shift.

This is a gain. This revision means that when an employee's shift is changed due to modified operations with less than two hours' notice, the employee will receive two hours of pay.

7.12.5 Make-up for time lost. At the discretion of the immediate supervisor, an employee may make up time lost, provided it does not require the payment of overtime or premium pay.

7.12.6 Reasonable efforts when modified operations is not declared. Even when modified operations is not declared, if an employee makes reasonable efforts to report to work as scheduled but is unable to do so due to severe conditions (such as severe inclement weather), the resulting absence or late report will not count as an attendance occurrence.

ARTICLE 8. COMPENSATION

8.1 Across the Board Increases. The Employer shall provide across the board wage adjustments for all classified employees covered by this Agreement as follows:

- **Year 1: 7% effective at the start of the second full pay period after ratification**
 - **Year 2: 5% effective at the start of the first full pay period after 7/1/2023**
 - **Year 3: 5% effective at the start of the first full pay period after 7/1/2024**
- ~~3.25% effective at the start of the second full pay period following ratification~~
~~3% effective the first full pay period after July 1, 2020~~
~~3% effective the first full pay period after July 1, 2021~~

This is a big gain. This revision lists the amounts and timing of our ATBs over the course of the contract.

The wages in effect for all classifications covered by this Agreement shall be set forth in the OHSU Compensation Plan, which is posted on the Employer's intranet.

8.2 Progression Increases. Employees shall be eligible for consideration for wage increases on the first payroll period following completion of the initial twenty-six (26) payroll periods of continuous service as defined in Article 17, and annual periods thereafter until the employee has reached the maximum pay rate of the applicable pay range. The annual date for such eligibility is referred to herein as the anniversary increase date.

8.2.1 Progression within quartiles. Each pay range shall be divided into quartiles, with a minimum, 25th percentile, mid-point, 75th percentile and maximum. Progression increases for employees in each quartile will be as follows:

First Quartile:	4.00%
Second Quartile:	2.75%
Third Quartile:	2.00%
Fourth Quartile:	1.50%

8.2.2 Longevity rate. A longevity rate exists at **three percent (3%)** above the maximum of the range. **Until March 13, 2023,** Employees will be eligible for movement to the longevity rate after serving five (5) consecutive full years in the same classification at the range maximum. **Beginning March 13, 2023, employees will be eligible for movement to the longevity rate after serving five (5) full years (including non-consecutive time) in the same classification at the range maximum.**

This is a gain for long-term employees at or near the top of their pay scale. Employees will no longer lose credit for their years at the top of the pay scale if they drop below the maximum for a period of time (such as due to the pay scale moving up when ATB raises are applied).

~~**8.2.3 Withholding of wage increase.** A wage increase shall not be withheld without first providing written notice to an employee including the reason(s) withheld. Such notice shall be provided to the employee prior to the anniversary increase date. Withholding an increase shall be considered a disciplinary action.~~

This is a gain. This deletion eliminates the option to withhold an employee's progression increase for disciplinary purposes.

8.3 Merit-Based Adjustments. The wage rates referenced in Section 8.1 (**Across the Board Increases**) constitute the minimum compensation levels to be provided to an employee. Nothing in this Agreement shall be construed as prohibiting the Employer from providing an employee at any time with a merit-based adjustment or lump sum bonus as determined by the Employer in its sole discretion. **An employee may at any time request a merit based wage adjustment or lump sum bonus. An employee's top performance in their annual reviews**

shall be considered in the Employer's decision. The employee shall be provided with a written explanation of the Employer's decision to approve or deny the request. The

Employer will permit the Union the opportunity to recommend, through an appropriate advisory committee, criteria for the Employer's consideration of any lump sum bonus program.

Neutral. This revision clarifies that employees may ask for merit increases and that our contract does allow them. Although merit increases are extremely rare in our bargaining unit, this will prevent managers from incorrectly telling employees that our contract doesn't allow them.

8.4 Market-Based Adjustments. In addition to the pay adjustments provided above, the parties shall maintain a separate process for the annual determination of market based wage adjustments for designated classifications.

8.4.1 Annual review. The parties agree to meet annually to review information related to jobs for which market comparison, recruitment and/or retention are of concern to either party, and to develop joint recommendations to the executive leadership of the affected ~~Administrative~~ units. The Market-Based Wage Committee conducting this review will be **composed** ~~comprised~~ of up to **six (6)** ~~five (5)~~ representatives appointed by each party. Up to **four (4)** ~~two (2)~~ bargaining unit members shall be released with pay to attend the review if they provide advance notice of the meeting to their supervisor at least seven (7) days in advance.

This is a slight gain. This revision increases the size of the committee and increases the number of bargaining-unit employees who may attend a committee session.

8.4.2 Survey information. The parties will continue to utilize the best available data **obtained** ~~synthesized~~ by the Employer and will continue to consider employers in the Portland metropolitan area to be appropriate market comparators. The Employer will continue its practice of permitting the Union to review survey data upon request. The Union agrees to review and utilize such data only for the purposes set forth in this section.

This is a slight gain. The committee will use this survey data in its raw form, rather than in a form that has been blended together by the employer.

8.4.3 Upward adjustment. In the event that the pay range for a classification is adjusted upward pursuant to this Section 8.4 (**Market-Based Adjustments**), any pay adjustment for employees in that classification will be recommended by the Market-Based Wage Committee. **Employees shall retain their original anniversary date**~~Employees who receive no pay increase shall retain their original anniversary increase date. The new anniversary increase date of employees who receive a pay increase will be the first day of the pay period after twelve (12) months have passed.~~

This is a gain. Employees will now retain their original anniversary date upon upward adjustment; under previous contracts, these employees would miss any progression increase that was due over the course of the year following the upward adjustment.

8.4.4 Downward adjustment. In the event that the pay range for a classification is adjusted downward pursuant to this Section 8.4 (**Market-Based Adjustments**), the pay rate of employees in that classification will remain unchanged. If the employee's rate is over the maximum of the new range, the employee's pay will be frozen and the employee will not receive any increase on base pay until the top of the new range has exceeded the frozen rate of pay.

8.4.5 Flex Employees. Flex employees will be eligible for market-based adjustments if they are at the same wage rate as the non-flex employees being adjusted.

This is a gain for some flex employees, who will now have the ability to receive market-based pay adjustments.

8.5 Salary Adjustments upon Change in Status.

8.5.1 Voluntary demotion. Pay for an employee voluntarily demoting to a job classification in a lower pay range shall be set at a rate mutually agreed to by the employee and the manager. The employee's new pay rate, however, shall not be lower than the midpoint of the range into which the employee is demoting. In the event the

midpoint represents an increase, the employee's new pay rate will be no less than the employee's current pay rate, provided that rate does not exceed the range maximum. Where an employee is demoting to a position for which s/he is not fully qualified but for which the Employer is willing to train the employee, the new wage rate will be determined in accordance with Section 18.4 (**Training Positions**).

8.5.2 Involuntary demotion. When an employee is involuntarily demoted for non-disciplinary reasons, the following provisions shall apply:

a. Whenever an employee demotes to a job classification in a lower range, the employee will maintain the same wage rate in the lower range except as provided in subparagraph b below.

b. Whenever an employee demotes to a job classification in a lower range, but the employee's previous wage is above the maximum rate for the lower range, the employee shall be paid at the maximum rate for that pay range.

When an employee is involuntary demoted as a result of disciplinary action, the employee will be placed on the pay range at a rate commensurate with ~~his/her~~ **their** experience for the position.

8.5.3 Promotion. An employee upon promotion shall receive a pay increase of at least four percent (4%). Management ~~shall recommend~~ ~~has the discretion to award a~~ higher increase **when appropriate** based on the individual circumstances. ~~The employee's new anniversary increase date will be the first day of the pay period following twelve (12) months in the new position.~~ **Employees shall retain their original anniversary date.**

This is a gain. Employees will now retain their original anniversary date upon promotion and won't miss a progression increase that was due in the year following the promotion. It also strengthens the language around managers' ability to offer more than a 4% increase.

8.5.4 Lateral transfer. An employee's pay rate shall remain the same when transferring from one position to another which has the same pay range.

8.6 Upward Adjustments. The wage rates referenced in Section 8.1 (**Across the Board Increases**) constitute the minimum compensation levels to be provided to an employee. Nothing in this Agreement shall be construed as prohibiting the Employer from, in its sole

discretion, providing an employee at any time with an upward adjustment of the employee's wage rate.

8.7 Reclassification.

8.7.1 Upward reclassification. An employee's rate of pay upon upward reclassification shall be at the minimum pay rate in the new pay range, unless the old pay rate was higher than such minimum pay rate. In that case, the new rate of pay shall reflect a pay increase of at least four percent (4%). Management has the discretion to award a higher increase based on the individual circumstances. **Management shall recommend a higher increase when appropriate based on the individual circumstances.** The effective date of reclassification payment shall be the first pay period following receipt of the reclassification request by the Human Resources Department. **Employees shall retain their original anniversary date.** ~~The employee's new anniversary increase date will be the first day of the pay period following twelve (12) months in the new class.~~

This is a gain. Employees will now retain their original anniversary date upon upward reclassification and won't miss a progression increase that was due in the year following the reclassification. It also strengthens the language around managers' ability to offer more than a 4% increase.

8.7.2 Downward reclassification. When an employee is reclassified downward as described in Section 21.4 (**Downward and Lateral Reclassification**), the employee's pay rate will remain unchanged unless the employee's rate is over the maximum of the lower range. In such a case, if the employee's rate is at or above the longevity rate of the lower range, the employee will receive the longevity rate; if the employee's rate is below the longevity rate of the lower range, the employee will be placed at the maximum pay rate for the lower range and will maintain prior years of credit toward the longevity rate.

8.8 Return from Layoff to Same Job Classification. When an employee is placed from the preferential hire list (PHL) to a position in the same class in which the person was previously employed, the employee shall be paid at the same rate at which ~~he or she was~~ **they were** being paid. When an employee separates from the Employer as a result of layoff and subsequently returns to the same job classification with the Employer, the employee's previous

anniversary increase date shall be adjusted by the amount of time served on the preferential hire list.

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

8.10 Final Paychecks. When an employee is involuntarily terminated, 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~~ **their** final paycheck on the next regularly scheduled pay day.

8.11 Overpayments and Underpayments. An employee must notify the Payroll Department immediately upon becoming aware that ~~he or she has~~ **they have** received an overpayment. ~~In the event of overpayment,~~ **The** Employer may obtain repayment from the employee by payroll deduction for up to twelve (12) months of ~~such~~ overpayments preceding the date of the employee's notification to Payroll or of the Employer's notification to the employee of ~~the~~ **such** overpayment. ~~Absent special circumstances,~~ **The** employee will be allowed to repay the total overpaid amount over the same period as the overpayments were made, up to a maximum of twelve (12) months or the employee's termination of employment, whichever occurs first. In the event of underpayment, retroactive adjustment shall, unless otherwise required by the law, be applied to the period of the error, not to exceed twelve (12) months of such underpayments preceding the date of either the employee's notification to Payroll or Payroll's notification to the employee of the error.

Non-substantive deletions.

ARTICLE 9. OVERTIME AND PREMIUM PAY

9.1 Overtime.

9.1.1 Definition of overtime. Overtime for employees working a standard 40-hour work week is time worked in excess of the employee's regularly scheduled shift,

provided the shift is not less than eight (8) hours, or in excess of forty (40) hours per week. Overtime for employees working an alternative 80-hour work period in Hospital units is time worked in excess of eight (8) hours in a day or eighty (80) hours in a fourteen (14) day work period. Overtime for employees working a split shift is time worked in excess of twelve (12) hours.

9.1.2 Overtime compensation. Employees shall be compensated for overtime worked at the rate of one and one-half (1 ½) times their regular rate of pay as defined under applicable wage and hour law. No application of this section 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 and all forms of premium pay, **except ANI**. ~~Employees required to work scheduled overtime, which is defined as overtime work requirements of which the Employer is aware at least five (5) days in advance, shall be compensated for a minimum of one (1) hour at the overtime rate.~~

This is a gain. These revisions will allow employees to receive time and a half plus ANI when applicable, and allow employees working scheduled overtime to receive time and a half instead of straight pay.

9.1.3 Calculation of overtime. All straight time hours worked by an employee as well as utilized accrued vacation time will be used in the calculation of overtime. Overtime hours, on-call time, and on-call hours worked at the rate of time and one-half outside of an employee’s regularly scheduled hours shall not be counted as time worked in the calculation of overtime.

9.1.4 Scheduling and assignment of overtime. The Employer shall give reasonable notice of any overtime to be worked. **No overtime shifts shall be reassigned less than twenty four (24) hours before the start of the overtime shift.** Each work unit, ~~with consensus of the employees,~~ shall have the opportunity to develop creative methods of overtime scheduling **per Section 5.5 (Consensus)**. In units that do not develop such methods, the following rules apply:

This is a gain. This revision ensures that an employee who signs up for and is awarded an overtime shift won’t have that shift claimed by another employee at the last minute.

a. **For overtime work that becomes available with more than twenty-four (24) hours' notice,** Overtime work shall be offered to those employees in the work unit and in the applicable classification who are eligible and qualified to perform the work **for two (2) weeks or until twenty-four (24) hours before the shift, whichever comes first,** and shall be given to the most senior employees who accept the offer of overtime **during this window. If the overtime work (a) has been offered for two weeks or (b) there is less than twenty-four (24) hours before the offered overtime, then the work will be granted to the first employee who requests the work.**

More or less neutral, but senior employees will need to be timely about notifying their supervisor that they want to pick up overtime. With this change, senior employees will have two weeks to accept the overtime work; after that two-week period, if the overtime work has not been picked up by 24 hours or less before the shift, it will be given to whichever employee claims it first.

b. **If there is twenty-four (24) hours or less before the overtime work to be offered, then the overtime work shall be offered to those employees in the work unit and in the applicable classification who are eligible and qualified to perform the work, and shall be given to the most senior employee who accepts the offer of additional work within fifteen (15) minutes. If no employees request the work during the fifteen minutes, then the work will be granted to the first employee who requests the work.** To be eligible for the overtime, an employee must be available to work the entire overtime period and must have indicated such availability by signing up on an availability list maintained on the work unit. An employee's consistent unavailability for overtime opportunities, however, will result in the employee's removal from the list. **Employees removed from the list may be added back upon request.**

See annotation above.

c. The Employer may, in lieu of offering overtime work under subparagraph *a*, assign **mandatory** overtime for the conclusion of work in process to the employee currently engaged in the work.

ed. In the event that no employee accepts the offer of overtime and subparagraph *b* does not apply, **and a shift of four hours or longer would be assigned as mandatory overtime, then that shift must be offered at the ANI rate before assigning mandatory overtime for that shift. Mandatory** overtime shall be assigned to qualified employees in the work unit on a rotating basis beginning with the least senior employee. An employee who affirmatively demonstrates that assignment of the overtime on the particular occasion will result in a personal hardship will be skipped in the rotation.

This is a gain. There is now a financial penalty to OHSU for mandating an employee to stay at work.

de. If the need for overtime arises within two (2) hours of the end of the shift, the Employer's initial obligation under subparagraph *a* is limited to offering the overtime work to employees on duty. If no such employee accepts the offer of overtime, **and a shift of four hours or longer would be assigned as mandatory overtime, then that shift must be offered at the ANI rate before assigning mandatory overtime for that shift. If there are still no volunteers,** then the Employer may assign the **mandatory** overtime to employees on duty, and otherwise in accordance with subparagraph *c*. For single-shift operations, the Employer has no further obligations under this paragraph. For multi-shift operations, the assignment of mandatory overtime to employees on duty shall be for the first two (2) hours beyond the shift. The Employer will then offer the work to other qualified and eligible employees in accordance with subparagraph *a*. If no such employee accepts the offer of overtime, then the employee(s) assigned the overtime will continue to work for the duration of the overtime period.

This is a gain. There is now a financial penalty to OHSU for mandating an employee to stay at work.

ef. The Employer will reimburse taxi fare **or an equivalent-cost ride share** for an employee required to work beyond their employee's scheduled shift if (1) the employee was first notified of the mandatory overtime when working the scheduled shift and (2) the employee's regular mode of transportation is unavailable at the conclusion of the overtime assignment.

Neutral. This revision allows for the use of services such as Uber or Lyft, reflecting current practice.

fg. No employee shall be assigned mandatory overtime for more than sixty (60) hours per calendar quarter.

gh. The health and safety of employees and clients shall be considered in granting overtime; therefore, employees shall be limited to working no more than sixteen (16) hours (to include regular shift plus overtime) within a twenty-four (24) hour period. In the rare event that an employee is required to work more than sixteen (16) consecutive hours **within a twenty-four (24) hour period**, work performed beyond the consecutive sixteen (16) hours will be paid at two (2) times the employee's regular rate of pay (i.e., double time). **For the health and safety of patients and employees, the Employer shall use best efforts to relieve an employee who is on the Employer's premises after twenty-four (24) hours of continuous work. At least two (2) hours prior to the twenty-fourth (24th) hour, the employee needing relief will notify their appropriate leader.**

This is a gain. This language will help reduce the number of employees who are required to work more than 24 continuous hours.

hi. In all cases of an emergency, the Employer may assign overtime to any employee as operating needs require. Supervisors shall not perform overtime work normally done by employees working under the jurisdiction of this Agreement, except in an emergency or in lieu of assigning mandatory overtime. For purposes of this provision, an emergency is defined as a situation that is unforeseen and could not be prudently planned for.

9.1.5 Compensatory time. In lieu of receiving payment for overtime hours, an employee may request in writing, and the employee's supervisor may approve, to deposit in the employee's compensatory time bank the hours worked (at the rate of time and one-half the actual overtime hours worked), up to a maximum of eighty (80) hours. In the event of mandatory overtime, supervisory approval will not be required.

9.2 Call Back. Call-back compensation shall apply when an employee who is on-call is physically called back to an OHSU work-site. It shall also apply in the event ~~when~~ an employee's scheduled shift directly precedes their on-call shift and they are required to commence on-call work immediately, without the ability to leave the unit, due to ongoing patient needs. An employee who the Employer requests to work after having been released from duty and is not on call may refuse the request. It shall also apply, at a higher rate (see Section 9.2.1 Compensation Rate), when an employee who has been released from duty and is not on-call is physically called in to work on the same day and agrees to work is then released from duty prior to the employee's next reporting time. Employees working from home may receive the premiums discussed in 10.3 (Work from Home) if eligible.

This is a gain. The added language clarifies and expands when an employee is eligible for call-back pay.

9.2.1 Compensation rate. An employee who meets the requirements for callback pay in Article 9.2 ~~is called back to work~~ shall be paid a minimum of two (2) hours at the premium rate of pay of one and one-half (1 ½) times the employee's straight rate of pay, commencing when the employee actually begins work, and shall be paid at one-half times the straight rate of pay for all hours worked after called back.

~~After two (2) hours of work in each call-back instance, the employee will be compensated at the appropriate rate of pay for time worked. An employee may elect in writing, in lieu of cash payment and without supervisory approval, to deposit the premium portion ($\frac{1}{2} \times$) of callback hours worked in the employee's compensatory time bank, consistent with the provisions of Section 9.1.5 (Compensatory Time).~~

This is a gain. The revisions mean that call-back pay will be applied to all hours worked.

9.2.2 Commencement of compensation. Call-back compensation will commence when the employee actually begins work. Where, however, an employee is directed to report for transportation to a location other than an Employer work site, call-back compensation will commence at the time of departure from the employee's residence.

9.2.3 Mileage reimbursement. The employee who is called back shall receive private car mileage, both ways, between home and the duty station at the rate prescribed in Section 8.98-(**Travel Expenses and Allowances**).

9.3 Change in Reporting Time. When the Employer wishes to change an employee's reporting time, as defined in Section 7.2.67 (**Changes in reporting time**), the following rules will apply:

a. One hour or less. An employee's reporting time may be changed up to one (1) hour earlier or one (1) hour later, without penalty, if the employee is notified a minimum of twelve (12) hours before the next regularly scheduled reporting time. If the employee's reporting time is changed without the required notice, the employee shall be entitled to payment at the premium rate of time and one-half (1 ½) the straight rate of pay for the first two (2) hours worked.

b. More than one hour, up to two hours. An employee's reporting time may be changed more than one (1) hour and up to two (2) hours earlier, or more than one (1) hour and up to two (2) hours later, without penalty, if the employee is notified a minimum of twenty-four (24) hours before the next regularly scheduled reporting time. If the employee's reporting time is changed without the required notice, the employee shall be entitled to payment at the premium rate of time and one-half (1 ½) the straight rate of pay for the first two (2) hours worked.

c. More than two hours. An employee's reporting time may be changed more than two (2) hours earlier or two (2) hours later, without penalty, if the employee is notified a minimum of five (5) days in advance. If the employee's reporting time is changed without the required notice, the employee shall be entitled to payment at the premium rate of time and one-half (1 ½) the straight rate of pay for all time worked before or after **their** ~~his/her~~ regularly scheduled shift until the notice requirement is met. ~~When an employee's reporting time is changed without the required notice for one (1)~~

~~day only, the employee shall be entitled to payment at time and one-half (1 ½) for the first two (2) hours worked.~~

This is a gain. Employees will now receive premium pay for all hours worked, even when the change is for one day only.

d. *Non-applicability of section.* This Section 9.3 (**Change in Reporting Time**) shall not apply in the following circumstances:

(1) A change in reporting time is requested by an employee and approved by the Employer.

(2) An employee is notified of a later reporting time with the same ending time for the shift (in which case the two (2) hour notice provision of Section 19.11.2 (**Notice of Shift Cancellation or Curtailment at Beginning of Shift**) shall apply).

(3) An employee has agreed to have ~~his or her~~ **their** name placed on a list of volunteers who are agreeable to a change in reporting time without the notice or premium pay requirements of this section.

9.4 Work on Recognized Holiday. Employees who work on a recognized holiday as described in Article 11.3 shall be compensated, in addition to holiday pay as described therein, at the premium rate of one and one-half (1 ½) times their straight rate of pay.

ARTICLE 10. DIFFERENTIAL PAY

10.1 Shift Differential.

10.1.1 Eligibility. Employees shall be eligible for the evening shift differential when at least one-half (½) of the scheduled hours of their shift fall between the hours of 4:00 p.m. and 12:00 a.m. midnight. Employees shall be eligible for the night shift differential when at least one-half (½) of the scheduled hours of their work shift fall between the hours of 12:00 a.m. midnight and 8:00 a.m. The shift differential shall apply to all hours worked during the shift. If an employee works one-half (½) of ~~his/her~~ **their** shift in each of the time periods designated as “shifts,” the employee shall receive the higher differential for all hours worked.

10.1.2 Rates. Evening shift differential shall be paid at **seven percent (7%)** of the straight hourly rate of pay or \$1.36 **per hour**, whichever is greater. Night shift differential shall be paid at **twelve and one-half percent (12.5%)** of the straight hourly rate of pay or \$2.65 per hour, whichever is greater.

Non-substantive revisions.

10.1.3 Work beyond assigned shift. Employees who work two (2) or more hours beyond their assigned day shift will be paid evening shift differential for all time subsequently worked. Employees who work two (2) or more hours beyond their assigned evening shift will be paid night shift differential for all time subsequently worked. Employees who work beyond their assigned night shift will continue to receive night shift differential for all such hours worked.

10.2 On-Call Pay. Employees shall be paid one (1) hour's pay at the straight time rate for each six (6) hours of assigned on-call duty. Employees who are assigned on-call duty for less than six (6) hours shall be paid on a prorated basis. In the event that an employee has at least 84 days' advance notice of on-call scheduling, ~~they employee~~ they employee may request, and ~~their employee's~~ their employee's supervisor may approve, in lieu of cash payment, to deposit all or a portion of such on-call pay into the employee's compensatory time bank, consistent with Section 9.1.5 (**Compensatory Time**). If an employee has less than 84 days' advance notice, ~~they employee~~ they employee may elect to deposit all or a portion of such on-call pay into ~~their~~ their ~~his/her~~ compensatory time bank without supervisory approval.

10.3 Work from Home While on Call. Employees answering calls while on-call ~~from home and~~ performing work at home shall be compensated at the appropriate rate of pay (including overtime, shift differential and/or any other applicable compensation) for the following minimum time periods:

- 30 minutes for 0-6 minutes of work performed
- 1 hour for 7-30 minutes of work performed
- 2 hours for 31 minutes – 2 hours of work performed
- Actual time worked for greater than two hours of work performed

All time logged shall be paid either straight time or overtime, whichever is applicable, in addition to the employee's on-call pay. At no time shall an employee be compensated for more hours than their scheduled on-call hours while performing on-call services under this section.

Non-substantive revisions.

10.3.1 Multiple calls. If the time from the end of work on the first call to the beginning of the second call is less than twenty (20) minutes, the two (or more) calls shall be treated as a single call. If the time from the end of work on the first call is more than twenty (20) minutes, the second call shall be treated as a separate event and be compensated accordingly.

10.3.2 When call-back is required. If the phone call is only to notify the employee that she/he must return to the Employer's premises to perform work and no effort is made to resolve the problem from home, no compensation is owing under this Section 10.3 **(Work from Home While on Call)**. If, on the other hand, the employee makes an attempt to resolve the problem and performs work at home, she/he shall be paid in accordance with this section even if the attempt is not successful and the employee must return to the Employer's premises ~~and is~~ **(in which case they will be)** compensated in accordance with Section 9.2 **(Call Back)**.)

This revision is a clarification only.

10.4 In-House Standby Compensation. Employees shall receive an in-house standby differential of \$5.00 per hour. The Employer agrees to provide an hourly compensation in excess of \$5.00 per hour consistent with current practice, if any, for any applicable department. Upon notification by either telephone or beeper that the employee's services are needed, the in-house standby differential will be suspended, and the employee will be compensated at the appropriate rate of pay. When all duties are completed, in-house standby compensation will resume.

10.5 Lead Work. Employees shall receive a five percent (5%) differential for work performing assigned lead work duties for four (4) consecutive hours or more. Lead work duties shall be assigned by the supervisor to employees who while performing essentially the same duties as workers led are directed to assign and reassign tasks to accomplish prescribed work efficiently; give direction to workers concerning work procedures; transmit established standards

of performance to workers; review work of employees for conformance to standards; provide informational assessment of workers' performance to supervisors; and orient new employees.

Where lead work differential is applicable to all hours worked in a month it shall be applied to all hours paid. Where the lead work differential is earned intermittently during a month it shall be applied only to hours worked as a lead worker.

10.6 Bilingual Differential. The Employer agrees to pay a bilingual differential of five percent (5%) of the straight rate of pay for all compensated hours to employees who meet all of the following criteria and who are not currently employed in the Language Services Department:

1. The Employer has assigned the employee to communicate with the Employer's customers (patients, faculty, and staff) in a recognized and approved language other than the English language for a minimum of four (4) hours a week.
2. The Employer has determined that proficiency in the specified language is an essential element of the job as set forth in the employee's job description.
3. The employee has successfully completed the Employer's language examination confirming ~~his/her~~ **their** bilingual proficiency in English and the specified language.

Employees who are not receiving a bilingual differential because they do not meet all of the foregoing criteria shall not be required to perform bilingual work. Additional bilingual compensation may be provided based on the Employer's policy. If additional compensation is provided, the policy will be consistently applied to bargaining unit employees.

10.7 High Elevation Work. Employees shall receive a one dollar (\$1.00) per hour differential for all hours worked at least twenty (20) feet off the ground on a ladder, scaffold or other similar device or structure.

10.8 Inclement Weather Team. Employees working on the inclement weather team will receive **Twelve Dollars (\$12.00)**~~\$10.00~~ per hour in addition to any premium pay normally provided for time worked on the team as authorized by the snow boss.

This is a gain for eligible employees. This differential will increase by 20%.

10.9 Transport Work. The Employer agrees to pay each PANDA employee a bonus of \$75.00 in addition to ~~his/her~~ **their** regular rate of pay for each transport assignment. This flat rate shall apply regardless of whether the transport work is performed during overtime or

premium pay hours. The Employer agrees to contract only with transport services that are in compliance with Federal and State laws and regulations applicable to such transport. The Employer shall provide Accidental death and dismemberment insurance in the amount of \$500,000 for authorized PANDA employees who are engaged in air transport.

10.10 Work Out of Classification. The purpose of work out of classification (WOC) pay is to satisfy short-term and intermediate operational needs by compensating employees appropriately for the performance of work at a higher level.

10.10.1 When an employee is assigned by the Employer for a minimum of four (4) hours within one shift to perform the major distinguishing duties of a position at a higher level classification, the employee shall be paid a differential of at least four percent (4%) of the employee's straight rate of pay up to the maximum rate of the higher classification's range. When the assigned duties are not contained in an existing classification, but require substantially greater knowledge, skill and abilities than the assigned classification the employee shall receive a minimum five percent (5%) differential.

10.10.2 The Employer will identify in writing job duties involved in WOC of an ongoing regular nature, where WOC pay is incorporated into the employee's straight rate of pay. Such WOC shall be reviewed no later than six (6) months following the beginning of the work. At that time the manager will either discontinue the WOC, extend the WOC, or implement the reclassification process pursuant to Section 21.2 **(Classification and Reclassification Procedure)**.

10.10.3 The Employer will not assign uncompensated WOC to fill in for a regular position vacancy or when a position that has been vacated is not posted.

10.10.4 Employees are encouraged to express interest in work outside the scope of their current work duties and responsibilities as part of the performance appraisal process, in an individual development plan, or otherwise in writing.

10.11 Weekend Differential. A differential of **one dollar and** fifty cents (\$1.50) per hour shall be paid to employees for all hours actually worked between 11:00 p.m. Friday through 11:00 p.m. Sunday.

This is a gain for employees who work on the weekend. This differential will be tripled.

10.12 Preceptor Pay. A preceptor differential shall be paid to eligible preceptors in the following positions in the amount of \$1.00 per hour for each hour worked as a preceptor. The employee being trained or taught does not need to be a member of the bargaining unit. In work units that track employee productivity, time spent as a preceptor shall be counted as productive time.

- **Anesthesia Tech**
- **Audiologist**
- **Cardiac Device Technician**
- **Cardio Radiology Technologist, Cardio Radiology Technologist Sr.**
- **CT Technologist**
- **Certified Hand Therapist**
- **Child Life Specialist**
- **Dental Hygienist**
- **Dosimetrist**
- **Echo Technologist**
- **EKG Technician**
- **Electrophysiology Radiation Technologist**
- **Electrophysiology Technologist**
- **END Tech 1, 2, and Specialist**
- **Endoscopy Technician**
- **Exercise Physiologist**
- **Exercise Specialist**
- **Hemodialysis Technician**
- **Hybrid OR Technologist**
- **Intraoperative Neurophysiology Specialist 1 and 2**
- **IR Technologist, IR Technologist Sr.**
- **Mammographer**
- **MRI Technologist**
- **Nuclear Medicine Technologist**
- **Nuclear Medicine/CT Technologist**

- Occupational Therapist
- Ophthalmic Echographer, Photographer, and Technician
- PET/MRI Technologist
- Pharmacist
- Phlebotomist
- Physical Therapist
- Physical Therapist Assistant
- Polysomnographic Technician
- Radiology Technologist
- Radiation Therapist
- Respiratory Care Practitioner, Coordinator, and Discharge Planner
- Social Worker
- Social Work Specialist
- Speech and Language Pathologist
- Stereotactic Navigation Specialist
- Sterile Processing Tech 1, 2, and 3
- Surgical Services Technologist
- Telemetry Monitor Tech
- Ultrasound Technologist
- Vascular Technologist

Employees may request that their manager consider adding additional positions to the list of positions eligible for preceptor premium. If the manager is in agreement, the manager will reasonably advocate for adding those positions to the list of positions eligible for preceptor premium. If the manager denies the employee’s request, employees may escalate the request to the next level of leadership. If the Employer agrees with requested additions to the list of positions eligible for preceptor premium, it will notify the Union. No additional bargaining will be required for positions added through this process.

This is a big gain. This addition moves preceptor pay out of a “pilot program” MOU and into the body of the contract. It more than triples the list of classifications eligible for the differential and adds a mechanism for employees in classifications not listed to request the differential.

10.13 Float Pool Department Differential. Employees who are in a designated float-pool department position, as determined by the Employer, shall receive a differential of one dollar (\$1.00) per hour.

This is a gain for float-pool employees, who will now receive a differential.

10.14 Additional Need Incentive. The Employer has established an additional need incentive (ANI) to reduce the use of local agency workers and travelers, and to recognize bargaining unit employees who cover difficult-to-fill shifts and additional work due to peaks in census and acuity that have been identified and posted by the Employer. Further, the intent of ANI is to fill difficult shifts as early as possible in the scheduling process in order to minimize last-minute staffing emergencies.

This is a big gain. In addition to reducing OHSU's reliance on travelers, this language will encourage employees to take extra shifts and should reduce the need for mandatory overtime.

10.14.1 Rate. An ANI rate of at least thirty percent (30%) of an employee's straight rate of pay or ten dollars (\$10.00), whichever is greater, may be offered by departments for specific positions/shifts for short-staffing situations and shall be offered to avoid the use of mandatory overtime for that shift. Setting ANI rates should be guided by the relevant classification's wage rate, the number of open shifts in the department, the number of vacant positions, learning from offering prior ANI rates, acuity, and patient care needs. The ANI shall be paid in addition to other applicable compensation for extra shifts above the employee's FTE. ANI is payable for shifts of four (4) hours or more in length. Nothing in this section is intended to prevent the employer from raising ANI rates above the minimum, or reducing ANI rates to the minimum, at any time in their sole discretion.

The Employer may not reassign an ANI shift once it has been staffed.

Employees may request that their manager increase an offered ANI rate. If the manager denies the employee's request, employees may bring their request to next level of

leadership. If OHSU agrees with the request, OHSU will notify the union of the increased offered ANI.

This is a gain. Employees will now have a financial incentive for employees to take hard-to-fill shifts, which should reduce the need for mandatory overtime.

10.14.2 Availability of ANI. To be eligible for the incentive, an employee must (1) use the department’s approval process for requesting ANI pay, and (2) for Relief employees, provide required availability in the pay period; (3) work all of the employee’s regularly scheduled hours, other than hours not worked due to protected sick leave, shift cancellation/curtailment, or prescheduled paid time off, during the applicable two-week pay period. ANI will not apply to on-call shifts, to education or meeting time, to a shift picked up for another employee who is not eligible for ANI, or to shifts of less than four (4) hours. If an ANI shift is curtailed, the ANI will be paid for all hours worked. Cancellation of employees from an ANI shift shall occur in reverse order of their commitment to work such shift.

Neutral — this language outlines the process.

ARTICLE 11. HOLIDAYS

11.1 Recognized Holidays. The following holidays shall be recognized:

- a.* New Year’s Day on January 1.
- b.* Martin Luther King’s Birthday on the third Monday in January.
- c.* President’s Day on the third Monday in February.
- d.* Memorial Day on the last Monday in May.
- e.* **Juneteenth (see MOU)**
- f.* Independence Day on July 4
- gf.* Labor Day on the first Monday in September.
- hg.* Thanksgiving Day on the fourth Thursday in November.
- ih.* Christmas Day on December 25.
- ji.* Any day appointed by the Employer’s Board of Directors.

In work areas operating predominantly on a seven (7) day operations schedule and/or designated by Hospital Administration as working a holiday schedule, the recognized holiday shall be the actual holiday specified above. In all other areas, if the holiday specified in this section falls on a Saturday, the preceding Friday shall be recognized as the holiday; and if the holiday specified in this section falls on a Sunday, the following Monday shall be recognized as the holiday.

Neutral. This change adds Juneteenth as a recognized holiday. The assumption is that OHSU will designate it as such for all employees, but it's good to have it formalized in our contract as well.

11.2 Holiday Compensation. All full-time and part-time employees will be entitled to holiday compensation at their straight time hourly rate of pay on all recognized holidays based on their FTE status, provided the employee is in pay paid status the employee's entire scheduled work shift preceding the holiday and the employee's entire scheduled work shift after the holiday.

An employee will be considered in pay paid status the entire scheduled work shift even if the employee is tardy up to one (1) hour, provided the employee is not under discipline for attendance reasons.

Full-time employees shall be entitled to eight (8) hours' compensation. Part-time employees shall be entitled to a prorated number of hours based on the greater of their FTE status at the time of the holiday or their average hours worked in the 13 pay periods prior to the holiday. Employees eligible for holiday compensation may choose to elect to utilize available compensatory time or vacation accruals to make up the difference between their holiday compensation and the amount they would have earned had they worked their full shift on the holiday.

This is a gain for some part-time employees. This revision means that part-time employees would be eligible for additional holiday pay if they've been regularly working over their FTE for the designated period prior to a holiday.

If a relief or flex employee works during a holiday, the employee will receive four (4) additional hours of pay at the straight rate of pay.

This is a gain for flex employees. This revision means that flex staff will now receive additional pay when working on a holiday.

11.2.1 Compensation for work-unit holiday closures. Individual work units may decide to close in full or in part on a day that falls outside of the Employer's recognized holidays (Section 11.1 Recognized Holidays). In such cases, the impacted employees may request to adjust their schedule for that week or to be floated to a work area that is open on the day of the closure. The employee shall make their request pursuant to Section 12.4 (Scheduling of Vacations). The Employer will make a good faith effort to grant such requests.

This is a gain. This addition will give employees the option to flex their schedule or work in another area (with manager approval) to make up time if their work unit is closed around a holiday, like the day after Thanksgiving.

11.3 Work on a Holiday. Employees who work on a recognized holiday shall be additionally compensated at the rate of one and one-half (1 ½) times their straight rate of pay for all hours worked. This premium rate of pay for work on a holiday applies for all time worked from 0001 to 2400 hours on the holiday. An employee may request in writing, and the employee's supervisor may approve, in lieu of cash payment, to deposit the premium portion (½ x) of the holiday hours worked in the employee's compensatory time bank, consistent with the provisions of Section 9.1.5 **(Compensatory Time)**.

11.4 Holiday Work Schedules. Employees shall normally be notified of holiday work schedules at least twenty-eight (28) days in advance, except in situations over which the Employer has no control.

ARTICLE 12. VACATIONS

12.1 Accrual of Vacation Time. All full-time, part-time, and relief employees employed on or after September 11, 1998 will earn the following vacation time for each hour paid up to the maximums listed below based on full-time hours paid (1.0 FTE).

~~Until Pay Period 1-2020:~~

YEARS OF SERVICE	RATE PER PAID REGULAR HOUR PAID	NUMBER OF DAYS PER YEAR	NUMBER OF HRS. PER YEAR
In 1st through 5th year	.0461 PER HOUR PAID	12	96
After 5th through 10th year	.0576 PER HOUR PAID	15	120
After 10th through 15th year	.0692 PER HOUR PAID	18	144
After 15th through 20th year	.0807 PER HOUR PAID	21	168
After 20th year	.0923 PER HOUR PAID	24	192

Effective Pay Period 1 2020:

YEARS OF SERVICE	RATE PER PAID REGULAR HOUR PAID	NUMBER OF DAYS PER YEAR	NUMBER OF HRS. PER YEAR
In 1st through 5th year	.05 PER HOUR PAID	13	104
After 5th through 10th year	.0615 PER HOUR PAID	16	128
After 10th through 15th year	.0731 PER HOUR PAID	19	152
After 15th through 20th year	.0846 PER HOUR PAID	22	176
After 20th year	.0962 PER HOUR PAID	25	200

Non-substantive — this revision removes the expired vacation-accruals grid.

12.1.1 Years of service. Time spent by an employee in the Peace Corps, military, educational, or job incurred disability leave without pay shall be considered in determining years of service for purposes of vacation accrual.

12.1.2 Restoration of accrual rates. Employees who, following termination of employment, return to a regular position within two (2) years shall be given credit for

years of service prior to their termination. All time employed outside of the bargaining unit, including periods with academic rank, shall be counted as long as there is not a break in service of more than two (2) years.

12.1.3 Change in accrual rate. An employee's change to a higher accrual rate based on years of service will be effective at the beginning of the pay period following the applicable adjusted service date.

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

12.3 Use of Vacation. Vacation benefits shall be used for scheduled absence at the discretion of the employee consistent with the scheduling provisions of Section 12.4 **(Scheduling of Vacations)**. Vacation may also be used for unscheduled absences consistent with the Oregon Family Leave Act (OFLA) and the Family Medical Leave Act (FMLA). An employee shall notify ~~his/her~~ **their** supervisor in writing of the amounts and type of each accrued leave time (vacation or compensatory time) to be used for the paid leave prior to the taking of the leave.

12.4 Scheduling of Vacations.

12.4.1 Unit procedures. Managers and employees in each work unit are strongly encouraged to utilize the consensus process to develop procedures for requesting and granting time off for vacations and holidays that best suit the needs and demands of that unit. Such procedures may vary in whole or in part from the provisions of this Section 12.4 **(Scheduling of Vacations)**, which shall apply only if such consensus-based procedures are not developed in the work unit.

12.4.2 Vacation opportunities. The Employer recognizes its obligation to provide employees with the opportunity to utilize a combination of accrued vacation benefits and compensatory time each year at each employee's annual vacation accrual level. The Employer shall use its best efforts to provide vacation time off at times requested by employees consistent with the Employer's operational needs. The Employer will determine, as of December 31st of each year, the number of employees to be off at any one time throughout the vacation year as described below in Section 12.4.3 **(Submission and granting of vacation and holiday time off requests)**. Nothing

prevents the Employer from offering additional vacation opportunities at various times during the year if business conditions permit.

12.4.3 Submission and granting of vacation and holiday time off requests.

For the vacation year beginning on May 1st and continuing through April 30th of the following year, regular employees and relief employees will initially submit their written vacation and holiday time off requests in two rounds. All requests for scheduled time off will include last day available to work and first day returning to work. Vacation requests for a block of time that encompasses a recognized holiday are deemed to include the holiday. Vacation and holiday time off requests will be granted consistent with the needs of the Employer and the opportunities posted in Section 12.4.2 (**Vacation Opportunities**). If two or more employees request paid leave for the same or overlapping time periods, but one or more of these requests cannot be granted and the matter cannot be resolved by agreement between the employees concerned, the employee having the greatest seniority shall be granted the paid leave.

a. Vacation year opportunities will be posted no later than January 10th.

b. For the first round, employees must submit their requests no later than January 31st. No more than four (4) total weeks of total time off, and no more than four (4) separate requests for **blocks of** time off, will be granted for any employee in this round. No more than three (3) of the recognized holidays listed in Section 11.1 (**Recognized Holidays**) may be included in an employee's first round requests. Managers or their designees will notify employees whether their requests have been granted or denied and will post the approved vacations no later than February 21st.

Neutral —this clarifies current practice.

c. Once every five (5) years, an employee may request in the first round a block of time off greater than four (4) and not more than six (6) weeks. In the event that not all such requests on a work unit may be granted, requests will be granted on a rotational basis, beginning with the most senior employee.

d. For the second round, employees must submit their requests no later than March 10th. There are no limitations in this round on the number of requests or the aggregate time off requested. Managers or their designees will notify employees whether their requests have been granted or denied and will post approved vacations and holidays no later than March 31st.

e. Written paid leave requests submitted after March 10th, except when leave is otherwise allowed by federal or state law, must be submitted two pay periods in advance for paid leaves of one (1) week or more, and as much time in advance as possible for paid leaves of less than one (1) week. Such requests will be granted on a first-come first-served basis. Requests for leave of one week or more shall be granted or denied within fourteen (14) days of the request. Requests for leaves of less than one week shall be granted or denied as soon as possible based on available time off as designated by the manager. The approved paid leave schedule will be visibly posted in the work area.

12.4.4 Notice of paid leave cancellation. Employees must provide at least forty-five (45) days' notice of cancellation of a paid leave of one (1) week or more. Employees must provide at least thirty (30) days' notice of cancellation of a paid leave of less than one (1) week when position replacement during the leave is required. Employees must provide at least two (2) days' notice of cancellation of a paid leave of less than one (1) week when position replacement during the leave is not required. If an employee fails to provide notice required under this paragraph, the Employer has no obligation to schedule the employee for work during the paid leave.

12.4.5 Ineligibility for previously approved vacation. Employees are required to have sufficient accrued vacation and compensatory time to cover the entire paid leave at the time of use. An employee will be considered ineligible for a previously approved leave if, as of the date of the posting of the schedule during which the paid leave is scheduled (or thirty (30) days prior to the scheduled leave on units where a schedule is not posted), it is apparent that the employee will not have sufficient accrued time to cover the scheduled leave. If the employee still desires the time off, it shall be treated as a request for unpaid leave.

12.4.6 Other changes to previously approved vacation. An employee who seeks to change ~~his/her~~ their previously approved paid leave period shall be allowed to do so based on available time off as designated by the manager. No such change shall require any other employee to change that employee's paid leave schedule.

12.5 Accrual Limit. The maximum vacation accrual will be three hundred (300) hours. When an employee reaches the accrual of two hundred fifty (250) hours of vacation, the employee may request and the Employer shall arrange for the employee to take time off if operating requirements permit. Employees are responsible for utilizing their vacation time in a manner that does not put them at risk of exceeding the 300-hour maximum, and managers are responsible for providing employees with the opportunity to so utilize their vacation time. ~~The Employer will provide bargaining unit employees semiannually, in October and April, with a notice advising them of the limitation on accruals and the cash-out option.~~

This language is being deleted because it is addressed later in this article.

12.6 Cashout of Accrued Time.

12.6.1 Pay upon termination. An employee who is laid off or terminates after thirteen (13) full pay periods of service shall be paid upon termination from service for accrued vacation hours not to exceed two hundred fifty (250) hours. An employee may not receive cash payment during the first thirteen (13) pay periods of service for unused vacation hours.

12.6.2 Military or educational leave. An employee on a military or educational leave of absence without pay in excess of thirty (30) days shall be paid for vacation hours accrued up to the end of the last full pay period of service with the Employer.

12.6.3 Voluntary cashout. Employees will be afforded the opportunity to request cash out of accrued but unused vacation and compensatory leave hours annually ~~during an election period designated by the Employer. The election period will be no less than 90 days.~~

This is a non-substantive deletion. (There are two annual cashout opportunities, however — this will be corrected.)

Requested cash out hours must be accrued and paid in the calendar year following the request, and employees must have 120 hours of vacation accrued on December 31 of the year in which the request is submitted to be eligible for the cash out in the subsequent year. **Unless otherwise communicated, the two cash-out dates each year when the elected hours may be paid will be pay period 12 and pay period 25** The Employer will designate two cash-out dates each year when the elected hours will be paid.

Neutral. This revision replaces vague language with specific language about the cashout dates.

a. The cashout election is irrevocable. The employee must elect which one of the two cash out dates designated by the Employer when payment will be made. Hours designated for cash-out will not be available for vacation use. When an employee requests a voluntary cash-out, the first hours of vacation matching the employee's request for cash-out that the employee accrues in the following calendar year will be held in a separate bank and be unavailable to use for any paid time off. The hours will be converted to cash at the base pay rate in effect on the employee's primary assignment at the time cashout occurs.

b. The maximum cashout of vacation time allowed for each calendar year period is eighty (80) hours.

12.7 Vacation Donation Pool.

12.7.1 Donation eligibility. A regular employee, may be eligible, consistent with the Employer's policy, to receive donations to the employee's sick leave bank from an institution-wide pool maintained by the Employer ("Pool") only if all the conditions described below are met:

a. The employee is absent from work due to a medical emergency which is defined as a medical condition of the employee or employee's immediate family or household, as defined in Section 13.3.2 (**Immediate Family and Household Member**) of the Agreement, that will require the employee's absence from work for a period of **ten (10)**~~fourteen (14)~~ consecutive days or more.

This is a slight gain for eligible employees. This revision means that eligible employees will be able to access these donations a bit sooner.

Unless provided to the contrary by law, the employee has the responsibility to arrange for the care of the ill or injured immediate family or household member; and

b. The employee has exhausted all vacation, compensatory time and sick leave; and

c. The employee is not receiving disability insurance benefits, worker's compensation coverage or retirement benefits.

Employees who believe that they meet these criteria may make a request for donation eligibility by contacting Human Resources. Human Resources will review all such requests to assure adherence to these criteria. **The employee shall be provided with a written response of the Employer's decision to approve or deny the request.** Employees may indicate whether they wish their eligibility to be revealed to potential donors.

Neutral. This revision adds a response requirement for management.

12.7.2 Donation process. The Pool shall consist of vacation hours donated voluntarily by employees. Bargaining unit members may donate vacation hours to the Pool at any time. They may not donate more vacation hours than they accrue during the calendar year. Donations to the Pool shall be converted to a dollar amount based upon the donor's salary rate. Once hours are donated, they may not be returned to the donating employee.

Eligible employees may receive donations from the Pool to their sick leave bank in full hour increments up to a maximum of 480 hours per calendar year. Donations to the recipient employee's sick leave bank shall be at ~~his/her~~ **their** hourly rate. Donated sick leave may not be cashed out.

ARTICLE 13. SICK LEAVE

13.1 Accrual of Sick Leave. Sick leave shall be earned by each employee except for Flex Staff at the rate of .0462 hours per each hour compensated at the regular or straight time

hourly rate of pay, up to a maximum of ninety-six (96) hours per year. As sick leave accrues, it will be deposited in the employee's sick leave bank. Flex Staff working 1.0 FTE will accrue sick time at the rate of one hour for every thirty hours worked, up to a maximum of fifty-six (56) hours per year, or as otherwise provided by law.

13.2 Attendance Recognition. To provide incentive for regular attendance, employees who have been employed the entire prior calendar year will be afforded the opportunity to convert sick leave hours accrued during the prior calendar year to accrued vacation hours, **provided that at least fifty-six (56) accrued sick leave hours remain in the employee's sick leave bank, as reflected on the last paystub of the year prior to the request being submitted.**

This conversion shall be based upon an employee's ~~limited~~ **unscheduled** utilization of sick leave, excluding **(a) prescheduled medical, vision or dental appointments and (b)** sick leave utilization appropriately requested and authorized under either the Family and Medical Leave Act (FMLA) or the Oregon Family Leave Act (OFLA). Employees must submit a written request for conversion no later than January 31st of the subsequent calendar year. **The conversion of sick leave hours to vacation hours will be processed in the first full pay period following January 31st of each year.** Conversion shall occur on a ~~one~~ **two** to one (~~12~~:1) basis as follows:

1. Up to ~~24~~ **80** sick leave hours may be converted to ~~24~~ **40** vacation hours if an employee has accessed zero (0) **unscheduled** sick leave days during the prior calendar year.
2. Up to ~~16~~ **32** sick leave hours may be converted to 16 vacation hours if an employee has accessed no more than one (1) **unscheduled** sick leave day during the prior calendar year.
3. Up to ~~8~~ **16** sick leave hours may be converted to 8 vacation hours if an employee has accessed no more than two (2) **unscheduled** sick leave days during the prior calendar year.

For purposes of this section, a sick leave day shall be defined as the employee's full regularly scheduled shift (e.g., 8 hours, 10 hours or 12 hours), **and an unscheduled sick leave day shall be defined as a sick leave day not mentioned as "prescheduled" in a comment in the timekeeping system or that is entered into the Employer's timekeeping system on the same day that the employee is out sick or on a date after the sick day.** Departments are encouraged

to develop other creative and positive ways to recognize employees for regular and timely attendance.

Language has been added to make it clearer that usage of sick time for things like doctors' appointments won't disqualify employees from converting time. The conversion is also changed from a 2:1 conversion to a 1:1 conversion, so employees will no longer have to give up twice as many SIK hours as they receive back in VAC hours. With this change, employees who have 0 sick calls in a year will be able to receive 16 fewer converted VAC hours (which is a loss for them), but the change is an important gain for those with 1 or 2 sick calls, and for our membership overall.

13.3 Utilization and Payment of Sick Leave. Sick time may be utilized for any of the purposes allowed in Oregon's sick time law, FMLA or OFLA, for necessary medical or dental care, or death consistent with Section 14.2.4, Bereavement Leave. The Employer will administer this benefit in compliance with these laws. Sick time shall be paid at the straight rate of pay except as required otherwise by Oregon's sick time law. Accrued and unused sick time hours are not subject to cashout or otherwise payable upon termination of employment. Employees are entitled to use paid sick leave immediately upon accrual. For use of sick leave while on FMLA or OFLA leave, see Section 14.2.2 (**Family medical leave**).

13.3.1 Employee responsibility for ill or injured family or household member. For absences not covered by 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 immediate family or household member.

13.3.2 Immediate family and household member. For purposes of this section, immediate family member is defined as the employee's parents (including biological, adoptive or foster parent, parent-in-law, or parent of same-gender domestic partner), spouse, registered domestic partner, children (including biological, adopted, step or foster child, child-in-law or child of same-gender domestic partner), brother, sister, grandchild, grandparents. Household member is defined as a person who lives in the same residence as the employee over a sustained period of time.

13.3.3 Notification of sick time usage. An employee shall not be required to notify more than two (2) individuals (managers, supervisors or designees) of their

use of sick time. An employee shall not be required to call more than two (2) times in an attempt to notify the manager, supervisor or designee of their use of sick time; leaving a voicemail, if necessary, shall be considered appropriate notification. An employee must provide sick time notification as soon as possible.

This is a gain. Some work units currently have overly burdensome requirements for calling in sick. This new section of the contract places limits on how many managers a sick employee must call and allows voicemail messages to serve as adequate notification.

13.4 Physician or Practitioner Certification of Illness or Injury. The Employer may require certification from an attending physician or practitioner under the following circumstances:

First, the Employer may require certification that an employee was unable to work to support the employee's claim for sick leave if the Employer has reasonable grounds to suspect that the employee is abusing sick leave privileges.

Second, the Employer may require certification to verify a disability as that term is defined under state and federal law.

Third, the Employer may require certification to determine whether the employee should be allowed to return to work if the Employer has reasonable grounds to be concerned about the employee's ability to perform ~~his/her~~ **their** duties in a safe and efficient manner. When notifying the employee of this requirement, the Employer will provide the employee with a copy of ~~his or her~~ **their** position description and identify the basis for its concern consistent with the reasonable grounds criteria referenced below. Any cost associated with the supplying of a certificate concerning a non-job-incurred injury or illness shall be borne by the employee.

13.4.1 Reasonable grounds criteria. The Employer and the Union have developed lists of criteria that constitute reasonable grounds for suspicion of abuse of sick leave and reasonable grounds for concern regarding the employee's ability to perform duties in a safe and efficient manner.

13.4.2 Notification. In the interest of not delaying an employee's return to work, the Employer will make a reasonable effort to notify the employee in advance that certification will be required.

13.4.3 Disciplinary consequences. The request for such certification shall not be considered disciplinary action. In the event, however, of an untimely submission or a failure or refusal to supply such a certificate, or if the certificate does not clearly show that the employee is unable to work, the employee's sick leave will be canceled, the absence will be considered leave without pay, and the employee will be subject to disciplinary action.

13.5 No Cashout of Sick Leave. No compensation for accrued sick leave shall be allowed to an employee who is separated from service.

13.6 Restoration of Sick Leave Employees who voluntarily terminate employment and return to a position within 90 days shall have unused sick leave accrued during previous employment restored. Employees placed on the preferential hire list due to layoff or removal during an internal job change evaluation period shall retain their accrued sick leave for as long as they remain on the PHL. Sick leave restoration shall not be available to retired employees who return to a position or to employees previously terminated for cause.

13.7 Sick Leave on Retirement. An employee who retires may be credited with a portion of ~~his/her~~ their sick leave for purpose of determining ~~his/her~~ their retirement compensation, in accordance with the Oregon Public Employees Retirement System.

ARTICLE 14. LEAVES OF ABSENCE

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

14.1.1 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~~ affected shifts while serving on jury duty. **For evening and night shift employees affected shifts may include, at the employee's option, the shift beginning the evening of the calendar day before jury duty and/or the shift beginning the calendar day of jury duty. The employee shall inform the employer's manager of the employee's choice promptly after receiving the jury/witness summons, and may not change their choice.** If the employee is released from jury duty for a day in which the employee would otherwise be required to work, and if a sufficient period of time would

reasonably permit ~~the~~ **a day shift** employee to report for one-half (½) or more of the day shift, **or an evening or night shift employee to receive ten (10) hours rest between release from jury duty and the start of the employee's shift,** then the employee must contact ~~his or her~~ **their** supervisor to determine if the employee will be required to report for work.

This is a gain for our evening- and night-shift employees. Working immediately before or immediately after jury duty is a hardship for employees who don't work days. This added language will allow these employees to receive adequate rest after jury duty and allow them to be deemed as working for their affected shift.

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

14.1.3 Search or rescue operation. Taking part in a search or rescue operation at the request of and without pay from any law enforcement agency, the administrator of the Aeronautics 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.

14.1.4 Military training leave. An employee who is a member of the National Guard, National Guard Reserve or any reserve component of the armed forces of the United States or of the United States Public Health Service is entitled to a military leave of absence for active annual duty training. **The parties shall follow applicable law regarding this leave**~~Employees who have been employed for six (6) months or more immediately preceding an application for leave under this section shall be granted leave without loss of pay, either in a block of time or on an intermittent basis, for the aggregate number of work days in any training year (October 1 through September 30) which the employee ordinarily would be scheduled to work during a period of fifteen (15) calendar days (e.g., eleven (11) work days for an employee on a five-day work week).~~

Neutral. This change simplifies the language re: military training leave.

14.1.5 Test and interview leave. An employee shall be allowed appropriate time off with pay to take tests related to ~~promotional~~**job** opportunities with the Employer. Up to two (2) hours with pay shall be allowed for ~~an~~ interview(s) for a position with the Employer. **With the Employer's approval, up to an additional one (1) hour with pay shall be allowed.** Authorization for the use of ~~Test and Interview~~ **this** leave shall not be withheld unless the Employer determines that the use of such leave would **hinder**~~handicap~~ the efficiency of the employee's work unit.

This is a gain. This change allows paid test/interview leave to be used for any OHSU job opportunity, not just promotional ones, and gives employees the opportunity to request another paid hour if needed.

14.1.6 Donating blood. Employees shall be permitted reasonable time off with pay to give blood for drives conducted on campus provided such time off does not interfere with the normal flow of work.

14.1.7 Pre-retirement counseling leave. Employees who: ~~are age 55 or over or who have at least twenty nine (29) years of PERS-eligible service with a public employer~~

- **Participate in PERS Tier 1 and are 56 years old or have 28 years of service**
- **Participate in PERS Tier 2 and are 58 years old or have 28 years of service**
- **Participate in OPSRP and are (1) 63 years old or (2) 56 years old with 28 years of service**
- **Participate in UPP and are 57 and a half years old; or**
- **Are offered early retirement under the Employer's Voluntary Retirement Program**

shall be granted leave with pay of up to sixteen (16) hours to pursue bona fide pre-retirement counseling programs **outside of OHSU**. Employees shall request the use of leave provided in this section at least five (5) days prior to the intended date of use.

Authorization for the use of pre-retirement leave shall not be withheld unless the Employer determines that the use of such leave would **hinder**~~handicap~~ the efficiency of

the employee's work unit, in which case the Employer shall offer a choice from three (3) other sets of dates. The leave discussed under this section may be used to investigate and assemble the employee's retirement program, including PERS, Social Security, insurance, and other retirement income.

This is a gain for our represented employees who participate in UPP (the language previously only applied to PERS participants). The language now also spells out when employees are eligible to use this paid leave.

14.2 Leaves of Absence Without Pay. The Employer will not pay employees for the following leaves of absence, but employees may use accrued paid leave to receive pay during these leaves.

14.2.1 Personal or educational leave. In instances where the work of an Employer will not be seriously hindered ~~handicapped~~ by the temporary absence of an employee, the employee may be granted personal leave of absence without pay or educational leave without pay not to exceed one (1) year.

14.2.2 Family medical leave. Eligible employees are entitled to up to twelve (12) weeks, or as required by law, of unpaid job protected leave in a twelve (12) month period to care for themselves or an eligible family member with a serious health condition pursuant to the Oregon Family Leave Act (OFLA) and/or the federal Family and Medical Leave Act (FMLA). Family medical leave may also be utilized under OFLA and/or FMLA to care for the employee's newborn, newly-adopted or newly placed foster child under 18 years of age or to care for an eligible child who suffers from an illness or injury that does not qualify as a serious health condition, but that requires home care.

a. Leave administration. Family medical leave will be administered in accordance with the applicable law and the Employer's policy regarding use of accrued sick leave, use of vacation benefits and continuation of benefits. All leaves of absence are unpaid except to the extent that an employee uses accrued sick leave and/or vacation time during the otherwise unpaid portion of the leave. No vacation or sick time will accrue during the unpaid portion of family leave.

b. Return from leave. An employee's return to work rights following a family medical leave will be as provided by FMLA and/or OFLA. In the event

subsequent legislative action at the federal or state level reduces employees' rights, the Employer agrees to grant employees a medical leave of up to twelve (12) weeks and to reinstate employees who return from said leave within 12 weeks to their previous classification and position.

c. Change in benefit. In the event that subsequent legislative action at the federal or state level creates an obligation of the Employer to provide paid family or medical leave, the Employer shall have the right to renegotiate mid-contract the sick leave benefit set forth in Article 13. In the event that agreement is not reached through such renegotiation, the process set forth in subparagraph (d) of Section 3.3 (**Non-contractual Standards and Benefits**) may be invoked.

14.2.3 Military leave. An employee shall be entitled to a military leave of absence without pay during a period of service with the United States Uniformed Services as required by federal and state law. The employee shall, upon honorable discharge from such service, be eligible for re-employment if ~~he/she~~ **they** meets the criteria for re-employment required by law. Employees who are re-employed following military leave shall be credited with the seniority they would have attained with reasonable certainty had they remained continuously employed. Military leave and subsequent re-employment shall be administered in compliance with applicable law and the Employer's policy.

14.2.4 Bereavement leave. Employees shall be allowed to take leave for a reasonable period of time due to the death of a member of the immediate family or a household member, as those terms are defined in Section 13.3.2, (**Immediate Family or Household Member**), **a loss of pregnancy** or, with a manager's approval, **the death of** another significant to the employee's life.

*a. **Employees shall receive twenty (20) hours paid bereavement leave per year. Unused bereavement hours will expire on January 1 of the following year.***

*b. **Additional bereavement leave days up to two weeks may be granted at the manager's discretion, for which the employee may utilize other paid accruals (vacation, sick, or comp time). Such additional bereavement leave will run concurrently with OFLA leave. Employees who***

have no accrued leave may take leave without pay. Absences due to approved unpaid bereavement leave shall not be subject to attendance related discipline.

~~Employees who are not eligible for OFLA bereavement leave shall be allowed to take such leave for a period of up to five (5) days.~~

~~*b.c.* Employees who are eligible for OFLA bereavement leave shall be allowed to take such leave, consistent with the provisions of ORS 659A.150 to 659A.186, for up to two (2) weeks.~~

***d.* Unused bereavement leave is not subject to cashout or otherwise payable upon termination of employment.**

***e.* Bereavement leave must be used within sixty (60) days of the date on which the employee receives notice of the death.**

Managers generally will not ask for proof of death, but the Employer reserves the right to do so.

~~Employees must utilize any form of available accrued paid leave (vacation, comp or sick leave) during the absence if they have it; otherwise it may be taken unpaid. Additional time off may be granted at the manager's discretion.~~

This is a big gain. OHSU will now provide 20 hours of paid bereavement leave each year. Employees will also be able to request up to two additional weeks that they can use accruals for, and employees who don't have any accrued leave will be allowed to take these additional weeks as leave without pay.

14.2.4.1 Denial of additional bereavement leave days. Upon denial of an employee's request for additional bereavement leave days, the manager or supervisor shall provide a general written explanation of the reason for the denial (for example, staffing, census, etc.) to the employee within three (3) business days of the denial.

Neutral. This addition requires managers to supply a written explanation if they deny an employee's request to take additional bereavement leave days.

14.2.5 Court appearance. An employee may request and shall be granted leave without pay for the time required to make an appearance (1) as a plaintiff or defendant in a civil or criminal court proceeding or (2) before a court, legislative committee or judicial or quasi-judicial body as a witness in response to a subpoena or other direction by proper authority, when in either case the matter is not connected with the employee's officially assigned duties.

14.2.6 Election leave. If an employee resides in a state without all-postal voting, or is otherwise unable to vote by mail by no fault of their own, and an employee's work hours start less than one hour after polls open and end less than an hour before the polls close, the employee shall be granted leave without pay of not more than two hours on primary and general election days for the purpose of voting.

14.2.7 Catastrophic Event/Emergency Leave. In the event of a state of emergency declared by national, state, county, or municipal authorities, employees directly impacted may request leave from their immediate supervisor. Such requests shall not be unreasonably denied. If the request for leave is denied, employees may appeal the decision through their manager or director, as applicable. Employees may use available paid accruals to cover such time off. Approved use of this leave would not be subject to attendance-related discipline.

This is a gain. With this new language, employees who are affected by catastrophic events such as wildfires will be able to request to take leave as necessary to deal with the situation.

14.3 Workers' Compensation. This section pertains only to employees who have a recognized work-related injury or illness as determined by the Workers Compensation insurance carrier/TPA (Third Party Administrator) or the Workers' Compensation Board. It is understood by the parties that the Employer is responsible for briefing the injured employee on ~~his/her~~ **their** rights and responsibilities under this Section 14.3 (**Workers' Compensation**).

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

a. Unless incapacitated by the injury, the employee shall report the injury or illness as soon as possible but no later than the end of the shift on which it has occurred if the employee has any indication or sign of such occurrence. If an employee has questions about the report or associated processes, the employee's supervisor or designee will either answer the questions directly or refer the employee to the appropriate resource. If assistance is required for the employee to enter the report, the supervisor or designee will upon request enter the report on behalf of the employee and provide a copy to the employee.

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

c. Unless the employee is unable to perform any type of work, ~~he or she~~ **they** will make all reasonable efforts to provide written medical certification to her/his supervisor and to Risk Management that clearly identifies work restrictions.

d. If the injury or illness results in the employee being off work, the employee will contact ~~his/her~~ **their** supervisor at least once per week to report ~~his/her~~ **their** progress and ability to perform a transitional work schedule or position, unless the employee and supervisor agree to another reporting schedule and provide notice thereof to Risk Management. This paragraph is not intended to require the employee to see ~~his/her~~ **their** medical provider each week.

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

14.3.3 Physician's or nurse practitioner's certification. Certification by the employee's attending physician or authorized nurse practitioner that the physician or

nurse practitioner approves the employee's return to ~~his/her~~ **their** regular duties, transitional duties, or other suitable and available employment shall be prima facie evidence that the employee should be able to perform such duties. The Employer's Risk Management office maintains the right to obtain an independent medical examination.

14.3.4 Time loss. If the work-related injury or illness prevents the employee from returning to her/his regular employment or other transitional, suitable and available employment by the fourth calendar day subsequent to the injury or illness, the following shall occur:

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

b. The employee shall become eligible to receive compensation from the Workers' Compensation insurance carrier/TPA in accordance with Oregon law.

14.3.5 Accrual of seniority. Seniority shall accrue based on FTE status while the employee is on leave without pay due to a work-related injury or illness for up to three (3) years.

14.3.6 Position held open. Subject to the provisions of Section 14.3.7 (**Release for work**), a position in the employee's classification and work unit shall be held for ~~his/her~~ **their** return for a minimum of ninety (90) days beginning with the first day of absence subsequent to the injury or illness, or the licensed provider certifies that the employee will not be able to return within 90 days, whichever occurs first. The Employer may be required, however, to hold a position open for more than 90 days for an employee who qualifies for protection under OFLA.

14.3.7 Release for work.

a. Existing position. Upon learning from the employee's licensed provider 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~~ **their** 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 the position at the employee's former rate of pay 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~~ **they** 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 after receipt of the offer or within five (5) working days after a reasonable effort has been made to contact the employee, whichever occurs first. Failure to do so will be treated as a declination of the offer. The employee will be compensated at ~~his/her~~ **their** regular rate of pay for the transitional modified work.

c. Modified position. An employee, upon learning that ~~he or she is~~ **they are** 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.

14.3.8 Complete disability. Upon certification by the employee's attending physician or authorized nurse practitioner 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 Oregon law and the terms of the policy of the insurance carrier/TPA, the employee may be

eligible for vocational rehabilitation. The initial determination of the qualification for permanent disability and vocational rehabilitation is made by the insurance carrier/TPA. Leave without pay will be terminated upon the employee's request or one year from the first day of absence subsequent to the injury or illness, whichever comes first.

14.3.9 Continuation of insurance benefits. Beginning the first full month after an injured employee has been placed on leave without pay, the Employer shall continue to provide the employee's medical and dental insurance by continuing to pay the same contribution to the employee's benefit coverage for up to one (1) year. If an injured employee's leave exceeds one (1) year, then the employee may continue ~~his/her~~ **their** medical and dental insurance on a self-pay basis under COBRA. 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 15. INSURANCE BENEFITS

15.1 Eligibility.

15.1.1 Regular and limited duration employees. Employees who hold an FTE status of 0.5 FTE or greater are eligible for insurance coverage on the first of the month following the date of hire or date of obtaining a benefit eligible position. Coverage shall be effective the first of the month following the employee's date of hire or date of obtaining a benefit eligible position.

15.1.2 Relief employees. Relief employees shall be eligible for health insurance benefits as provided below:

- a. New relief employees are eligible for insurance coverage if they have had a minimum of 520 compensated hours during a six (6) month initial measurement period. An initial measurement period is defined as a six-month period commencing on the first of the month following the employee's date of hire. Insurance coverage for such employees shall begin on the first of the month following one month after the end of the initial measurement period, and will continue for a period of at least six (6) months. **The six (6) month period after the measurement period shall be known as the stability period.** New relief

employees will qualify as ongoing relief employees after they have worked an entire ongoing measurement period as defined in ~~(b)~~ **(c)** below.

b. Employees who change their status to relief from full or part-time status will maintain their insurance benefits until the end of the stability period (December through May or June through November) during which period they changed their status if they have had a minimum of 520 compensated hours during the most recently completed six (6) month ongoing measurement period. After this six-month measurement period, they will be eligible for ongoing coverage as defined in (c) below.

This is a gain for the affected employees. With this addition, FTE employees who move to a relief position will be able to maintain their insurance benefits for a period of time.

c. Ongoing relief employees are eligible for insurance coverage if they have had a minimum of 520 compensated hours during the most recently completed six (6) month ongoing measurement period. A six-month ongoing measurement period is defined as either December through May or June through November. Insurance coverage for ongoing relief employees shall begin on either the January 1 or the July 1 following the ongoing measurement period and will continue for a period of six (6) months.

e.d. The amount of the Employer's insurance contribution to a relief employee's benefit coverage is determined by the hours compensated during the qualifying measurement period, consistent with the provisions of Section 15.2 **(Insurance Contributions)**.

15.1.3 Temporary employees ~~and flex staff~~. Temporary employees ~~and flex staff~~ are not eligible for insurance benefits under this article.

15.1.4 Flex employee eligibility. Flex employees shall be eligible for health insurance benefits as provided below:

a. New flex employees are eligible for insurance coverage if they have had a minimum of seven hundred and eighty (780) compensated hours during a six (6) month initial measurement period. An initial measurement period is defined as a six-month period commencing on the first of the month following the employee's date of hire. Insurance

coverage for such employees shall begin on the first of the month following one month after the end of the initial measurement period, and will continue for a period of at least six (6) months. New flex employees will qualify as ongoing flex employees after they have worked an entire ongoing measurement period as defined in (b) below.

b. Ongoing flex employees are eligible for insurance coverage if they have had a minimum of seven hundred and eighty (780) compensated hours during the most recently completed six (6) month ongoing measurement period. A six-month ongoing measurement period is defined as either December through May or June through November. Insurance coverage for ongoing flex employees shall begin on either the January 1 or the July 1 following the ongoing measurement period and will continue for a period of six (6) months.

c. Flex employees are not eligible for contributions toward benefit coverage or for opt-out cash benefits.

This is a gain for our flex employees, who will now be eligible for insurance benefits if they wish.

15.1.54 Loss of eligibility. Employees on an unpaid leave of absence that is not protected under FMLA or OFLA shall lose eligibility for coverage at the end of the calendar month in which the unpaid leave begins. If the employee returns to a benefit eligible position within 12 months from such loss of coverage, the employee will be provided a 31-day enrollment period following the employee's return to work in a benefits-eligible position. Benefit coverage will be effective the first of the month following the employee's return to work. The foregoing 12-month restriction does not apply to employees returning from an unpaid military leave of absence as set forth in Section 14.2.3 **(Military leave)**.

15.1.6 Enrollment Process for Benefit-Eligible Employees. Employees with a 0.75 FTE or greater will be automatically enrolled into default employee-only PPO medical, Delta dental, core vision, and core life insurance coverage on their initial

benefits effective date pending updated enrollment within thirty-one (31) days from the date of hire or date of obtaining a benefit eligible position. Employees have the option of selecting a different medical, dental or vision plan, of opting out of coverage, and/or of adding dependents by making an active election within the 31-day period. Updated selections will become effective the first of the month following the employee's date of hire or date of obtaining a benefit eligible position.

An employee with less than 0.75 FTE will not be automatically enrolled. The employee must enroll within thirty-one (31) days from the date of hire or date of obtaining a benefit eligible position. If the employee fails to do so, the Employer will place the employee in default medical, dental, core vision, and core life insurance coverage effective the first of the month following the employee's date of hire or date of obtaining a benefit eligible position.

15.2 Insurance Contributions. The amount of the Employer's insurance contribution to an employee's benefit coverage is determined by the employee's FTE status except as set forth in this **Section** or in Section 15.1.2 (**Relief employees**). For the purposes of this section 15.2, a full-time employee is one who holds an FTE status of 0.75 to 1.0 and a part-time employee is one who holds an FTE status of 0.5 to 0.74.

15.2.1 Full time employees. ~~For~~ **Until the 2023 plan year, for** employees who hold an FTE status of 0.75 to 1.0 and select any health plan other than the lower cost PPO plan, the Employer will pay for Employee Only coverage 100% of the cost of the OHSU PPO Plan, core vision, and Delta Dental Insurance (or its equivalent), and for all other tiers 88% of the cost of these plans. The benefit dollars contributed by the Employer for all other tiers of coverage shall be the equivalent of 88% of the cost of these plans.

Starting with the 2023 plan year, for employees who hold an FTE status of .75 to 1.0, the Employer will contribute the following to partially or fully offset the cost of medical, dental, and vision plans, depending on employees' enrollment in specific plans:

- **For employees who elect to participate in the OHSU EPO, the Employer will contribute 100% of the cost of the premium.**
- **For employees who elect to participate in any health plan other than OHSU EPO, the Employer will contribute 100% of the cost of the**

employee only PPO premium, which will offset the premium cost for other plans. The Employer will contribute 88% of the cost of the premium for dependent tiers of coverage under the applicable health plan.

- The Employer will contribute 100% of the employee only premium for the core dental plan, which will offset the premium cost for other dental plans. The Employer will contribute 88% of the cost of the premium for dependent tiers of coverage under the core dental plan.
- The Employer will contribute 100% of the employee only premium for the core vision plan, which will offset the premium cost for other vision plans. The Employer will contribute 88% of the cost of the premium for dependent tiers of coverage under the core vision plan.

If a full time employee selects the lower cost PPO, the Employer will pay for Employee Only coverage 100% of the cost of the lower cost OHSU PPO Plan, core vision, and Delta Dental Insurance (or its equivalent), and for all other tiers 88% of the cost of these plans. The benefit dollars contributed by the Employer for all other tiers of coverage shall be the equivalent of 88% of the cost of these plans.

Full-time employees choosing the lower cost PPO will also receive a subsidy, as follows, for use in purchasing additional health benefits from OHSU, transferring to the employee's FSA (up to \$500/year), or receiving in the employee's paycheck, at the employee's discretion: \$25 per month for employee only coverage, \$50 per month for either of employee and spouse or employee and child, or \$75 for employee and family.

This change will be neutral for most employees, but may be a loss for employees who typically have a benefits-dollar "overage" that they apply toward things like disability coverage. Instead of receiving one lump-sum amount for benefits, employees will now receive three "buckets" — one for medical, one for dental and one for vision. The contribution amount remains 100% for employee-only EPO or PPO, core dental and core vision, and 88% for other tiers. This is the same set-up that unclassified and ONA-represented employees have — eliminating the need to prepare two sets of open-enrollment materials and other information will reduce administrative burden on the Benefits office.

In addition, eliminating the “overage” will provide some savings to the employer that can be used to offset other benefits-related costs.

Employees choosing opt-out coverage for medical insurance will receive a monthly cash benefit of ~~\$70~~^{\$100}. **Employees choosing opt-out coverage for dental insurance will receive a monthly cash benefit of \$20. Employees choosing opt-out for vision insurance will receive a monthly cash benefit of \$10. Opt-out elections must be made each year during open enrollment.**

This is a gain for employees who opt of out dental or vision benefits but may be a loss for employees who only opt out of medical coverage. Previously, employees didn’t receive a credit for opting out of anything other than medical coverage. Distributing the opt-out credit this way is more equitable.

15.2.2 Part-time employees. For employees who hold an FTE status of 0.5 to 0.74, the Employer will contribute 75% of the above amounts ~~under the terms and conditions described in 15.2.1~~ **referenced above for each plan elected**, except a ~~the~~ **entire** monthly cash benefit **described in Section 15.2.1 (Full time employees)** for ~~of~~ \$100 for choosing opt-out coverage.

See above.

15.2.3 Maximum annual contribution increase. The annual increase in benefit dollars contributed by the Employer for any tier of coverage under this Section 15.2 shall not exceed ten percent (10%) of the previous year’s benefit dollars. Notwithstanding the language of Section 15.2.1 **(Full time employees)**, Employees will be responsible for any increase in benefit dollars beyond the percentage established in this section.

15.2.4 Employee premium deductions. The employee’s share of insurance premium costs will be deducted from the employee’s pay **for the first two pay periods of each month.**

Neutral. This adds a description of current practice.

15.2.5 Employer premium reduction. The Employer may use plan funds to offset premium expenses provided it does not negatively impact the employee's net pay.

15.3 Insurance Coverage and Employee Benefits Council. The Employer shall provide at least two (2) medical networks, including one network that includes non-OHSU health care provider service and one OHSU network. Insurance coverage is otherwise governed by the rules of the Employee Benefits Council as set forth in Appendix C hereto.

15.4 Termination of Employment. Benefits coverage will cease on the last day of the month of an employee's termination from employment, except that qualifying employees who are separated under Article 19 may continue benefits coverage and Employer contributions thereto in accordance with the provisions of that article and of Appendix ~~FE~~ —(Severance Program).

ARTICLE 16. RETIREMENT

16.1 Plan Election. Eligible new employees must elect to participate in either the Oregon Public Service Retirement Plan (OPSRP) or the University Pension Plan (UPP) retirement program. Enrollment in UPP which will be effective the month following three (3) full calendar months from the employee's ~~their~~ hire date in a qualifying position. Enrollment in OPSRP requires six (6) full calendar months of service in a qualifying position.

Neutral. This adds a description/clarification of current practice.

16.1.1 Selection process. The Employer agrees to provide each eligible employee timely notice of the employee's need to make such selection. Employees failing to make such election within three (3) full months of service in a qualified position shall automatically be enrolled in the UPP retirement program by default. The Employer will provide thirty (30) days' notice to the Union if there is any change in the default plan.

More or less neutral. This change stipulates that the default retirement plan for new employees will be UPP.

~~16.1.2—Default plan. The Employer may designate the retirement plan in which employees failing to make a timely plan selection shall automatically be enrolled. The Employer will provide thirty (30) days' notice to the Union of any change in the default plan.~~

Neutral. This language is now obsolete due to the change in section 16.1.1.

16.1.2 Limited option to transfer plans. An employee's selection of or placement in the UPP retirement program is irrevocable. The employee must remain in that retirement program for the duration of his/her their employment, including periods of reemployment. Employees who have elected to participate in the OPSRP or are currently a participant in the Public Employees Retirement System (PERS) retirement plan shall have the opportunity to make a one-time irrevocable transfer to the UPP.

ARTICLE 17. SENIORITY

17.1 Seniority Defined. Seniority is defined as seniority points accrued during a period of continuous service with the Employer in the bargaining unit.

17.2 Continuous Service. Continuous service means uninterrupted employment with the Employer in the bargaining unit. For purposes of this section only, employees placed on the preferential hire list due to layoff or removal during an internal job change evaluation period shall not be deemed to have experienced an interruption in continuous service for as long as they remain on the PHL. Employees placed on the PHL following a return from extended medical leave (EML) will, upon request, also be deemed to have not experienced an interruption in continuous service and consequently will have their seniority restored.

17.2.1 Return to employment following termination. If an employee returns to employment following a termination of ninety (90) days or less, the employee will retain previously accrued seniority. Previously accrued seniority will not be retained, however, if the employee (1) returns to employment following retirement or (2) returns to employment following a termination of more than ninety (90) days.

17.2.2 Leave without pay and time on PHL. Periods of leave without pay and time spent on the preferential hire list will not be counted in the computation of seniority,

except that up to three years of leave without pay as a result of a compensable work related injury will be counted.

17.2.3 Employment outside of bargaining unit. Bargaining unit employees who move to a non-bargaining unit position and subsequently return to the bargaining unit without a break in employment will, upon return to the bargaining unit, retain previously accrued seniority.

17.3 Computation of Seniority. Seniority shall be calculated on a point basis in the following manner.

17.3.1 Beginning November 1, 1981: Employees shall receive .04615385 seniority points per regular hour paid when paid for 18.5 regular hours or more in a pay period, up to a maximum of 96 points per calendar year. Employees who work less than 18.5 hours in a pay period will not receive seniority points for that pay period.

17.3.2 Prior to November 1, 1981: Full-time employees as of October 31, 1981 are credited with eight (8) points for each month of service prior to that date. Part-time employees as of October 31, 1981 are credited with four (4) points for each month of service.

17.3.3 Tie-breaker. If two (2) or more employees have equal seniority, the tie shall be broken by length of continuous service in the employee's job classification.

17.4 Seniority List. The Employer shall provide electronic access to a master seniority list that is sorted by organization and job classification.

ARTICLE 18. FILLING OF VACANCIES

18.1 Job Bid. When the decision is made to fill a vacant position **(as defined in Article 5.38) in the bargaining unit**, the Employer must first make the position available, through the job bid process, to employees in the same job classification, with similar job duties, and within the affected work unit.

Neutral. This language clarifies that job bidding only applies vacancies of positions represented by Local 328.

18.1.1 Posting and awarding of position. When a vacant position is to be filled, including any regular, relief, flex or limited duration employee position, it shall be posted in the work unit or emailed to eligible employees to allow bidding for at least seven (7) days. The posting will include the date, primary job duties, location, hours of work and days off or rotation of the position. Departments in which computer access is limited are expected to post job bids on a bulletin board in an area frequented by employees.

Employees serving an Internal Job Change Evaluation Period and temporary employees may not job bid. The position shall be awarded to the most senior eligible bidding employee working in the same job classification in the work unit, and that employee shall be notified of appointment to the vacant position within ten (10) days of its posting.

18.1.2 Placement. The Employer shall place the employee in ~~his/her~~ **their** new position no later than four (4) weeks of the date the employee is notified of selection, unless such move would pose a threat to patient or co-worker health or safety. In the latter situation, or upon request of the employee, the managers and employee will negotiate a mutually agreeable report date.

18.1.3 When job bid is unnecessary. The Employer may make temporary assignments without a bid, pending completion of the bid process for training purposes or to accommodate workload due to an OFLA/FMLA absence of the regularly assigned employee(s). In addition, a vacant position may be filled without regard to the job bidding process if the vacancy is the result of two (2) previous vacancies being filled by job bidding.

18.1.4 Transfer of positions to different shift. In the event it becomes necessary to move part of the work unit to a different shift(s), the position(s) on the different shift(s) will be posted for seven (7) days and bid on the basis of seniority. If no one bids for the position(s), it will be filled by reassigning the least senior employee(s) on the affected shift.

18.1.5 Restriction on ~~additional~~ bids. If an employee bids on and receives a new position in accordance with the provisions of this section, that employee may not bid into another position for nine (9) months from the date of award notification. **New**

employees may not bid into another position for nine (9) months from the date of award notification. ~~These~~is restrictions does not preclude an employee from applying for a position (not through the job bid process) at any time. Moreover, ~~the~~is restriction **on additional bids** shall not apply when an employee successfully bids on a job opening in a specific location and the Employer thereafter changes the job to a different location.

Neutral. This change means that an employee may not use the job-bidding process to move into another position soon after starting their current position. Employees may still *apply* for other jobs during this time frame — they just can't bid into them.

18.1.6 No recruiting prohibition. The Employer shall not be prevented from commencing the recruiting process for other applicants while the job bidding is in progress.

18.2 Job Posting. In the event a vacant position **in the bargaining unit** remains to be filled after the Employer has exhausted the steps in Section 18.1 **(Job Bid)**, the selection process may be opened to other candidates. The posting requirements of this section apply to all regular and relief employee positions. They do not apply to Flex Staff or Limited Duration Employee positions.

Neutral. This addition clarifies that this section of the contract only applies to vacancies of positions represented by Local 328.

18.2.1 Reemployment obligations. The Employer shall first determine if there are any qualified eligible employees (1) returning from a qualified Workers' Compensation injury or illness, (2) eligible for placement as an accommodation to their disability, (3) qualified to be hired from the Preferential Hire List, or (4) on written official notice of an impending layoff.

18.2.2 Selection process and priority to internal candidates. Internal and external candidates may be recruited, interviewed and considered concurrently during the selection process. Within this context, however, the Union and the Employer intend to provide bargaining unit employees priority as follows:

- a. Bargaining unit employees will be interviewed if (1) they have applied within the seven (7) day internal to OHSU posting period, and (2) they are

immediately qualified to perform the essential functions of the position following the customary orientation for the work area.

b. When there are one or more well qualified transfer, promotional or voluntarily demoting applicants as determined by the Employer, the vacancy will be filled by the best qualified internal candidate.

c. If there are no well qualified internal applicants as determined by the Employer, an external applicant may be selected.

d. Internal candidates who apply after the 7-day internal application period will be offered the same consideration as an external candidate with no special priority.

18.2.3 Posting and application process. At least once weekly the Employer will post a list of available positions on the OHSU Web page. In order to be considered for a position, employees must submit their applications in accordance with the Employer's applicant management system. A separate application should be submitted for each position. The Employer shall make available to interested applicants copies of applicable position descriptions on file with the Human Resources Department.

18.2.4 Provisions applicable to internal applicants only:

a. Application of seniority. If two (2) or more employees being considered for a promotion, transfer or voluntary demotion are essentially equal (as opposed to "relatively" equivalent) in their ability to perform the essential functions of a position, the promotion, transfer or voluntary demotion shall be given to the employee with the greatest seniority.

b. Reasons for non-selection. An employee may request in writing the specific written reasons why ~~he/she was~~ **they were** not selected for a position. All such written requests must be submitted to the hiring manager within seven (7) days from notice of the employee's rejection. The hiring manager shall provide a written explanation to the employee within seven (7) days of receipt of the employee's request.

c. Transfer of internal applicants. The Employer shall place the internal applicant in ~~his/her~~ **their** new position no later than four (4) weeks of the date the employee is notified of selection, unless such move would pose a threat

to patient or co-worker health or safety. In the latter situation, or upon request of the employee, the managers and employee will negotiate a mutually agreeable report date.

d. Evaluation period. Employees filling a vacancy under this section will serve a six (6) month Internal Job Change Evaluation Period in accordance with the provisions of Section 20.2 (**Internal Job Change Evaluation Period**).

18.3 Non-Temporary Transfer to Separate Location. In the event that circumstances call for **a non-temporary** transfer of an employee without a vacancy being created, the employee being transferred from either the affected work unit or the affected team, at the manager's option, will be the least senior qualified employee in the absence of a volunteer. An employee being transferred to a new location will receive fourteen (14) days' advance notice if the employee is required to make alternate arrangements for transportation or child/elder care. For purposes of the previous sentence, Marquam Hill is considered one location.

This is a slight gain, providing 14 days' notice for all affected employees now.

18.4 Training Positions. The Employer may post a training position under two separate circumstances. First, the Employer may post the position strictly as a training position, without requiring that candidates be qualified for the position. In the alternative, the Employer may post the position as either a training position or a position available to qualified applicants, in which case trainee applicants will be considered only if there is no suitable qualified candidate. Existing applicable job classifications may be utilized with qualifications modified to support the trainee selection process. In the absence of an existing classification, a new trainee job classification will be created. The supervisor shall develop a training plan and objectives that set forth a reasonable timeframe by which the trainee must be fully proficient in the new job.

18.4.1 Limitations. Training positions may not exceed one (1) position or fifteen percent (15%) of the openings within any one (1) job classification, whichever is greater, in any calendar year. Training positions cannot continue for more than twelve (12) months without mutual consent of the Union and the Employer.

18.4.2 Eligibility. To be eligible for training positions, employees must at a minimum (1) have completed all required position evaluation periods, (2) have received no current performance appraisal less than satisfactory on file, and (3) be under no active

discipline. For purposes of this section, active discipline is at or above the written warning level within the last two (2) years; it does not include discipline reduced to a verbal warning or withdrawn as a result of a grievance.

18.4.3 Selection. When trainees are considered for a posted position, internal applicants shall be considered prior to applicants outside of the bargaining unit.

Employees in the work unit who have applied for the training position within the first five (5) days will receive an interview and consideration for the position.

18.4.4 Pay rate. The pay rate for the training position shall be mutually agreed upon between the individual employee and the manager, but shall be no less than 4% below the minimum of the range for the applicable job classification. Based on the employee's progress toward becoming fully functional, the manager may increase the employee's pay rate at any point during the training period.

18.4.5 Conclusion of assignment. The Employer or employee may end the training assignment at any time with reasonable notice to the other. The decision to end the training assignment is not subject to the grievance procedure. If the employee opts out within thirty (30) days after the training assignment began, the employee will be allowed to return to the position s/he held immediately prior to the training position, unless said position has been eliminated in the normal course of business. After the 30-day period and for the duration of the training period up to 12 months, the employee may be removed from the training position in accordance with Section 20.2.6 (**Employees removed following transfer into a new department or work unit**) or Section 20.2.7 (**Employees removed following transfer within department or work unit**), whichever applies. In the case of job elimination the employee will be laid off in accordance with Article 19.

18.5 Preservation of Right to Assign Work and Change Job Duties. The provisions of this article, except as specifically provided herein, do not otherwise restrict the Employer from assigning work or changing job duties.

ARTICLE 19. LAYOFF

19.1 Initial Selection and Notice of Layoff. In the event of a layoff, the Employer shall determine the specific positions to be eliminated. The employee(s) selected for layoff shall be the least senior employee(s) in the same work unit and classification as the position(s) to be eliminated, unless there are justifiable special skills for the position the least senior employee occupies. Such special skills must be defined and documented in the position description prior to layoff. If such documentation has not occurred at least thirty (30) days prior to determining that a layoff is warranted, the manager of the work unit must affirmatively demonstrate that the special skill(s) currently constitute an essential function of the position.

An employee selected for layoff and the Union shall be given written notice of layoff stating the reason(s) for the layoff at least fifteen (15) days before the effective date. At least one (1) day prior to the employee's receipt of written notice, the Employer will notify a Union staff representative of the layoff. The Union will not contact the employee until the Employer has provided notice of layoff to the employee, after which the Union staff representative will notify the appropriate Union steward of the employee's layoff for purposes of follow-up with the employee. The employee will be allowed reasonable time to meet with a Union steward to discuss layoff options.

19.2 Temporary Employees and Contract Workers. A regular employee shall not be laid off if there are current temporary employees or contract workers performing the same essential functions within the same job classification and affected work unit, unless the layoff of the temporary employee or release of the contract worker is prevented by an individual contract with such person. Temporary employees or contract workers with six (6) months or less remaining on their contract or project with skills not otherwise readily available with the then existing population of employees, may be retained through the end of the contract period or project completion, whichever comes first.

19.3 Evaluation Period Employees. In the event of a layoff, employees serving a probationary period pursuant to Section 20.1 **(Probationary Period)** will be terminated prior to the removal of any employee serving an Internal Job Change Evaluation Period. Following the termination of all probationary employees, employees serving an Internal Job Change Evaluation Period, beginning with the least senior employee in the same classification and the same work

unit, will be removed or terminated consistent with Section 20.2 (**Internal Job Change Evaluation Period**) prior to the layoff of any other regular employee under Section 19.1 (**Initial Selection and Notice of Layoff**) .

19.4 Options of Employees Notified of Layoff. An employee who has received a notice of layoff must first choose one of the following options as more fully explained below: (1) placement in a new position, (2) placement on the preferential hire list, or (3) severance pay and termination of employment. Employees shall communicate their choice in writing to Human Resources within seven (7) days of receipt of the written layoff notice. An employee who fails to respond within seven (7) days of receipt of the hand delivered written layoff notice will be terminated without recall rights or extended medical benefits.

19.5 Placement in new position. An employee who chooses placement in a new position shall be subject to the following procedure:

19.5.1 Vacancy in work unit. The employee may choose to designate up to three (3) lateral classifications and three (3) demotive classifications for placement purposes. The employee will be placed in a vacant position for which the employee is qualified, if one exists, in a designated lateral classification in the same work unit. If no such vacancy exists, then the employee will be placed in a vacant position for which the employee is qualified, if one exists, in a designated demotive classification in the same work unit.

19.5.2 Vacancy in executive organizational unit. If placement does not occur under Section 19.5.1 (**Vacancy in work unit**), then the employee will be placed in a vacant position for which the employee is qualified, if one exists, in the same executive organizational unit (EOU). Position vacancies in which the employee will be placed under this paragraph are, in the following order, a vacancy in the same classification, a vacancy in any lateral classification designated under Section 19.5.1 (**Vacancy in work unit**), and a vacancy in any demotive classification designated under Section 19.5.1 (**Vacancy in work unit**). Employees who move into a position under this paragraph shall serve a six (6) month Internal Job Change Evaluation Period in accordance with the provisions of Section 20.2 (**Internal Job Change Evaluation Period**).

19.5.3 Displacement of least senior employee in same classification. If placement does not occur under Section 19.5.1 (**Vacancy in work unit**) or 19.5.2

(Vacancy in executive organizational unit), then the employee may choose either to be placed on the preferential hire list or to displace the least senior employee in the same classification as of the date the search for position vacancies under 19.5.2 **(Vacancy in executive organizational unit)** is exhausted within the same EOU, regardless of the employee's qualifications. If, however, the employee is as unqualified for the position that would be awarded under the displacement process herein as another position that is vacant, the employee will be placed in the vacant position. Employees who choose to displace under this paragraph shall serve a six (6) month Internal Job Change Evaluation Period in accordance with the provisions of Section 20.2 **(Internal Job Change Evaluation Period)**, except that removal from a new position for which an employee was not qualified may not occur within the first ninety (90) days.

19.5.4 Displacement of least senior employee outside of same classification.

In the event that the employee is not able to choose displacement under Section 19.5.3 **(Displacement of least senior employee in same classification)** because the employee's classification has been eliminated in the EOU, the employee may elect to displace the least senior employee, as of the date the search for position vacancies under 19.5.2 **(Vacancy in executive organizational unit)** is exhausted, in either of two (2) classifications in the EOU, lateral or demotive, as chosen by the employee and for which the employee is qualified. If the employee is not qualified for either position occupied by the least senior employee, the employee shall have no further right of displacement under this section. Employees who choose to displace under this paragraph shall serve a six (6) month Internal Job Change Evaluation Period in accordance with the provisions of Section 20.2 **(Internal Job Change Evaluation Period)**.

19.5.5 Displaced employee. An employee who is displaced pursuant to Section 19.5.3 **(Displacement of least senior employee in same classification)** or 19.5.4 **(Displacement of least senior employee outside of same classification)** shall have access to the same process described in Sections 19.5.1 **(Vacancy in work unit)** through 19.5.4 **(Displacement of least senior employee outside of same classification)**.

19.5.6 Unavailability of displacement. If the option to displace under Section 19.5.3 **(Displacement of least senior employee in same classification)**, 19.5.4 **(Displacement of least senior employee outside of same classification)** or 19.5.5

(Displaced employee) is unavailable, then the employee may elect either to be placed on the preferential hire list pursuant to Section 19.7 **(Employees Placed on Preferential Hire List)** or to receive severance pay pursuant to Section 19.8 **(Severance Pay)**.

19.5.7 Qualified. For purposes of this article, an employee shall be deemed qualified for a position if the employee is ready to perform the essential functions of the position without the assistance of any training other than customary orientation to the position as determined by the Employer. In order to be deemed qualified, the employee will be required to provide Human Resources with a current and updated online application and accompanying documentation to identify ~~his or her~~ **their** skills, abilities and employment experiences. The employee is solely responsible for ensuring the accuracy and thoroughness of the documentation provided.

19.6 Placement Provisions.

19.6.1 Paid administrative leave. When an employee chooses placement in a new position under Section 19.5 **(Placement in new position)**, s/he shall be on paid administrative leave or assigned work, at the Employer's discretion, until the employee is either placed in a position or placed on the preferential hire list with insurance coverage.

19.6.2 Placement of full-time employees. In the event that a full-time employee is exercising a displacement right and the least senior position is occupied by a part-time employee, the full-time employee may elect either to displace the part-time employee and accept the part-time position or to displace the least senior full-time employee in the applicable classification.

19.6.3 Placement of part-time employees. In the event that a part-time employee is exercising a displacement right and the least senior position is occupied by a full-time employee, the part-time employee may elect either to displace the full-time employee and accept the full-time position or to displace the least senior part-time employee in the applicable classification. In no event will a laid off employee be required to displace a position occupied by a part-time employee whose status is less than .5 FTE. A part-time employee displacing a full time employee shall be prohibited from bidding into a part time job for a period of nine (9) months.

19.6.4 Geographic restrictions on placement. Employees will not be placed outside of the geographical areas (Portland metropolitan area, West Campus, Eugene, and

other locations more than 40 miles from a recognized geographical area) in which they are currently employed. An employee may waive this geographical restriction when selecting the layoff option of placement in a vacant position or placement on the preferential hire list.

19.6.5 International recruits. If the Employer has internationally recruited an employee, that employee, if full-time, shall not be displaced by a part-time employee for two (2) years from date of hire.

19.6.6 Effect of refusing offer of employment. A position shall no longer be deemed “vacant” once a written offer of employment is made to an individual. Employees refusing an offer of employment consistent with this Article shall be deemed to have voluntarily resigned their employment with the Employer and their name shall immediately be removed from the preferential hire list. The following employees may decline a job offer without being deemed to have voluntarily resigned:

- a. Full-time employees declining a part-time job.
- b. Part-time employees declining a full-time job.
- c. Employees declining a job outside of the geographical area from which they were laid off.
- d. Employees declining temporary or relief employment opportunities. To qualify for such an opportunity, the employee must be qualified to perform the duties associated with such position and not have been recalled to or accepted an appropriate employment position with the Employer. The Employer may require the completion of an authorization/tracking form from all such interested employees.

19.7 Employees Placed on Preferential Hire List. For employees who choose placement on the preferential hire list pursuant to Section 19.4 (**Options of Employees Notified of Layoff**), the Employer will provide paid medical and dental insurance continuation under COBRA for up to ninety (90) days after the employee’s medical and dental insurance expires, or the employee is placed, whichever comes first. Such employees shall be eligible for hire in accordance with Section 5.204 (**Preferential Hire List**). Such employees shall also have access to currently available transitional resources and to any additional resources that may be determined by the OHSU/AFSCME Career and Workplace Enhancement Center.

19.7.1 Removal from list. Employees who have been laid off may remain on the preferential hire list for up to eighteen (18) months, and shall not lose credit for seniority or service while on layoff, provided they return from layoff when first recalled or become employed in another regular bargaining unit position during the 18-month period.

19.8 Severance Pay. An employee who chooses the option of severance pay and termination of employment will have no further right to placement or recall under this article. The terms of such severance are set forth in Appendix ~~FE~~ **(Severance Program)**.

19.9 Payment of Accrued Vacation and Compensatory Time. Any employee laid off shall be eligible to be paid for all accrued vacation time, up to the maximum amount allowable under Section 12.6.1 **(Pay upon termination)**, and for all accrued compensatory time, at the rate being earned at the time of layoff. The employee shall be given the option to be paid at the time of layoff or to defer payment. The employee may elect to defer payment until a time mutually agreed upon by the employee and the Employer or when the employee ceases to be on the preferential hire list, whichever comes first. If an employee is recalled to service prior to the agreed upon payment date or the expiration of layoff rights under Section 19.7 **(Employees Placed on Preferential Hire List)**, the employee shall not be paid but shall be credited with the previously accrued vacation and comp time.

19.10 Right to Return to Previous Position. Employees who move to another position after being notified of the elimination of their previous position shall have the right to return to their previous position if (1) the position either is not eliminated or is restored for any reason within the two (2) years immediately following layoff, and (2) there is no significant change in the duties and responsibilities of the position.

19.11 Shift Curtailment and Cancellation. A shift curtailment or cancellation may occur because of lack of work or unexpected or unusual reasons. A shift curtailment occurs when an employee does not work a portion of ~~his or her~~ **their** scheduled shift. A shift cancellation occurs when an employee does not work any portion of the scheduled shift.

19.11.1 Order of curtailment/cancellation. Shift curtailment or cancellation shall take place in the affected work unit in the following order:

a. Employees receiving overtime or other premium pay (consistent with the Employer's right to assign and cancel overtime or premium pay).

- b. Employees who volunteer.
- c. Temporary employees.
- d. Employees working beyond their FTE requirement for the week.
- e. Flex staff.
- f. Relief employees.
- g. Other regular employees by equitable rotation, in inverse order of

seniority, beginning the rotation anew each fiscal year. It is the parties' intent that equitable rotation will occur after an employee has experienced twelve (12) hours of cancellation or curtailment. If, however, the existing curtailed/cancelled shift exceeds the 12-hour threshold, the hours in excess of 12 will be counted toward the employee's next 12-hour curtailment/cancellation.

Managers and employees in the same work unit are encouraged to utilize the consensus process to develop a different or supplemental order of curtailment or cancellation which best suits the needs and demands of their work unit.

19.11.2 Notice of shift cancellation or curtailment at beginning of shift. An employee shall be given notice of shift cancellation, or of shift curtailment at the beginning of the shift, a minimum of two (2) hours prior to the scheduled start time of the shift.

19.11.3 Annual cap. Mandatory hours curtailed or cancelled shall not exceed one hundred and twenty (120) hours per employee in any fiscal year. These hours shall be prorated for part-time employees based on their established FTE. Hours curtailed or canceled when receiving overtime or other premium pay or when working beyond the employee's FTE requirement (per categories *a* and *d* of Section 19.11.1 – **Order of Curtailment/Cancellation** above) shall not count toward an employee's annual cap.

19.11.4 Compensation and benefit accruals. An employee may elect to use accrued vacation or compensatory time for curtailed and cancelled hours. Seniority and other accrued benefits will accrue on all curtailed and canceled hours regardless of whether the employee elects to use paid time off benefits.

19.11.5 Lack of work on holidays. If a work unit anticipates a lack of work on or around a holiday, it shall make a reasonable effort to notify employees at least twenty-eight (28) days prior to the holiday. When there is a general closing of a work unit for a

day, on or around a holiday, the Employer will not be expected to grant the right to work to any employee in that work unit on that day. At the discretion of the immediate supervisor, an employee may make up the time, provided it is in the same workweek or extended work period and the work does not result in overtime or premium pay.

ARTICLE 20. EVALUATION PERIODS

20.1 Probationary Period. All employees new to the bargaining unit, including flex staff and relief employees, shall serve a Probationary Period of six (6) months. The Probationary Period shall begin on the first day of employment with the Employer.

20.1.1 Temporary employment credit. Up to ninety (90) days of temporary employment on the Employer's payroll shall be credited towards an employee's satisfaction of ~~his or her~~ **their** Probationary Period, but only if the employee, with no more than a fifteen (15) day break in service, is hired into a regular position with the same duties as the temporary employment duties in the same classification and the same work unit.

20.1.2 Exception. Former regular status employees reinstated by the Employer within one (1) year of their termination, in the same classification they previously held with essentially the same duties, and in the same work unit from which they were terminated, shall not be required to serve a Probationary Period.

20.1.3 Written feedback. During a period between the 30th and 90th day of the Probationary Period, the supervisor shall communicate in writing to the employee which duties/responsibilities are being performed at an acceptable level, which need improvement and what steps the employee should take to achieve the necessary improvement. A supervisor in an area with an orientation longer than 90 days must provide written feedback by the 110th day of the Probationary Period. The supervisor will make reasonable efforts to provide written feedback as soon as possible after an employee's orientation/onboarding is complete.

20.1.4 Termination During Probationary Period. At any time during the Probationary Period, the Employer may terminate an employee if, in the opinion of the Employer, the evaluation period indicates that such employee is unable or unwilling to

perform **their** his/her duties satisfactorily or that **their** his/her habits and dependability do not merit **their** his/her continuance in the position. The Employer may also terminate the employee due to a lack of work, shortage of funds or materials, abolishment of position, or other involuntary reasons not reflecting discredit on the employee. The Union shall receive notice of such terminations.

20.1.5 Job change. An employee serving a Probationary Period is permitted to job bid pursuant to Section 18.1 **(Job Bid)** but may not apply for positions pursuant to Section 18.2 **(Job Posting)** unless an exception is made with the consent of the employee's current manager.

20.1.6 Access to grievance procedure. Employees serving a Probationary Period shall have access to the grievance procedure in Article 24 for all matters other than their termination from employment during the Probationary Period.

20.2 Internal Job Change Evaluation Period.

20.2.1 When applicable. The following employees will serve a six (6) month Internal Job Change Evaluation Period:

a. Employees who have completed the Probationary Period and are promoting, transferring or voluntarily demoting to a new bargaining unit position, **except for employees transitioning to relief or Flex Staff in the same position in the same work unit.** See Section 18.2 **(Job Posting)**. **For employees transitioning from relief or Flex Staff in the same position in the same work unit, the manager shall choose one of the following options and share it with the employee in writing:**

1. A three-month Internal Job Change Evaluation Period

2. A waiver of the Internal Job Change Evaluation Period

b. Employees placed in a position due to a layoff. See Section 19.5 **(Placement in New Position)**.

This is a gain for flex and relief employees — the change reduces the probation period upon moving into an FTE position.

c. Employees returning to the bargaining unit from unclassified status.

d. Employees hired into a position while on the Preferential Hire List. In accordance with Section 5.204 **(Preferential Hire List)**, this category includes employees returning from an Extended Medical Leave (EML) and qualifying for hire pursuant to Section 18.2.1 **(Reemployment Obligations)**. If, however, the employee returning from an EML is placed in the same job classification, with essentially the same job duties and in the same work unit from which the EML was granted, then the evaluation period does not apply.

e. Employees placed in a different position (1) when returning from a qualified Workers' Compensation injury or illness or (2) as an accommodation to their disability.

20.2.2 Feedback and communication. Upon commencement of the new assignment, the employee shall, if necessary, receive an updated position description. During the evaluation period supervisors shall give regular feedback on the employee's work performance. If a problem occurs, the supervisor will communicate the nature of the problem, the expected level of performance and provide reasonable opportunity and assistance to resolve the problem.

20.2.3 Written feedback. During a period between the 30th and 110th days of the Internal Job Change Evaluation Period the supervisor shall communicate in writing to the employee which duties/responsibilities are being performed at an acceptable level, which need improvement and what steps the employee should take to achieve the necessary improvement. If the supervisor fails to perform this evaluation by the close of business on the 110th day of the evaluation period, the balance of the Internal Job Change Evaluation Period is waived and the employee is no longer in an evaluation period.

20.2.4 Modified progressive discipline. During this evaluation period employees shall have access to a modified progressive discipline process consisting of a written reprimand **warning** and discharge, both actions subject to a standard of just cause except for the number of steps in the progressive discipline process. This modified disciplinary process shall apply primarily to issues of conduct or attendance, as distinguished from causes for removal under Section 20.2.5 **(Right to remove during evaluation period)**.

Neutral. This change updates the language to the actual terminology used (“written warning”).

20.2.5 Right to remove during evaluation period. At any time during the Internal Job Change Evaluation Period, the Employer may remove an employee if, in the opinion of the Employer, the evaluation period indicates that such employee is unable or unwilling to perform ~~his/her~~ **their** duties satisfactorily, that the employee’s habits and dependability do not merit ~~his/her~~ **their** continuance in the position, or if a lack of work, shortage of funds or materials, abolishment of position or other events not reflecting discredit on the employee occur. **The employee may also request removal during the Internal Job Change Evaluation period.**

This is a gain for employees who change jobs and decide the new job isn’t a good fit.

20.2.6 Employees removed following transfer into a new department or work unit. If an employee is removed during the Internal Job Change Evaluation Period following a promotion, lateral transfer or voluntary demotion into a new department or work unit, the employee will be returned to their former department in the same or similar position if available. The Employer may offer same classification and significantly different shift in former department and employee may refuse without jeopardizing other PHL placement rights. If employee is not placed in former department then the employee will be placed on the preferential hire list for six months. If the employee thereafter is hired into a vacant position and subsequently removed from that position, it will be deemed a termination of employment, without recall rights or further access to the preferential hire list.

The above timeline will be paused during periods when the Employer is in a hiring freeze.

20.2.7 Employees removed following transfer within department or work unit. If an employee is removed during the Internal Job Change Evaluation Period following a promotion, lateral transfer or voluntary demotion within a department or work unit, the employee shall be reinstated to ~~his or her~~ **their** former position or a suitable position for which the employee is qualified within the employee’s former

classification and department. This right of the employee to continued employment ceases if the employee is discharged for cause.

20.2.8 Employees removed following placement under Section 19.4 (Options of Employees Notified of Layoff). If the Employer removes an employee who is serving an Internal Job Change Evaluation Period as a result of the employee exercising his/her ~~their~~ option under Section 19.4 (**Options of Employees Notified of Layoff**), it shall document the reasons and communicate the reasons to the employee and the Union. Once notified of the removal, the employee shall have the option of either (1) appealing the removal, or (2) being placed on the preferential hire list for one year. If the employee thereafter is recalled to a vacant position and subsequently removed from that position, it will be deemed a termination of employment, without recall rights or further access to the preferential hire list.

20.3 Extensions. Any Probationary Period may be extended by mutual agreement between the employee and the employee's supervisor. Any Internal Job Change Evaluation Period may be extended by mutual agreement of the employee, the Human Resources Department, the employee's supervisor and the Union. Any leave of absence, with or without pay, shall extend the evaluation period by the number of days of the leave.

In the event that the Probationary Period is extended for a reason other than protected leave, the Employer shall conduct a coaching meeting and notify the employee in writing of the general reason (e.g., performance, attendance) for the extension of Probationary Period.

This is a gain. With this addition, employees whose probation is extended won't be left in the dark as to why, and will be given coaching to help them address the reasons for the extension.

ARTICLE 21. REORGANIZATIONS AND CLASSIFICATION CHANGES

21.1 Reorganizations. The Employer may reorganize work processes and procedures to achieve efficiency in business operations. To the extent that individual employee work assignments are affected, the following will apply:

a. Reassignment of duties among employees in the same classification in a work unit may occur without triggering competitive bid or other recruitment.

b. When a department or work unit reallocates existing work among existing positions in the department or work unit, resulting in different schedules or days off, the job bid process shall be used.

Changes in work schedules are considered a reorganization under this section, thereby requiring utilization of the job bid, only when (1) the changes affect employees' shift differential or days off, and (2) the changes affect a minimum of three (3) employees and at least 15% of the represented employees in the work unit. If these criteria are not met, then the change in work schedule will be subject to the provisions of Section 7.2.78 **(Changes to work schedules)**.

c. A reorganization of work that significantly alters the position into which the employee was placed, **or a redistributes** ~~redistribution~~ of work that results in the introduction of a different job classification, shall be deemed to create a vacancy for which a job bid and/or other recruitment is warranted as set forth in Article 18 **(Filling of Vacancies)**. **A reorganization of work that significantly increases the hours worked by incumbent employees on an ongoing basis shall trigger a management review of the work unit's FTE needs.**

This is a slight gain. If a reorganization results in significantly more ongoing work for employees, management will need to assess the adequacy of staffing.

21.2 Classification and Reclassification Procedure. The following procedure shall apply for new classifications or reclassifications:

a. An employee desiring a new classification or proposed reclassification must submit ~~his or her~~ **their** request to the employee's manager with the appropriate documentation (including reclassification request form, old and new position descriptions, and updated resume/application). The manager must respond to the employee in writing within thirty (30) days following submission of the request.

b. If the manager denies the request, then the employee may appeal the manager's decision to the Compensation Division of the Human Resources Department ("HR Compensation") within thirty (30) days of the denial. If the manager approves the request, then the manager must submit the proposed classification or reclassification

request to HR Compensation within thirty (30) days of the approval. In either case, the submission must be accompanied by the appropriate documentation referenced above.

c. HR Compensation shall respond in writing to the employee and the manager within thirty (30) days after receipt of the request.

d. If the employee wishes to appeal the decision of HR Compensation, the employee must file a grievance pursuant to Section 24.1.4.a (**Grievances of specific matters**) within fourteen (14) days following receipt of the response from HR Compensation.

e. If reclassification is found appropriate, it shall be deemed effective on the pay period immediately following receipt of the request in HR Compensation. In such instance, the employee does not retain his/her **their** old salary increase date and will be eligible for salary increase the first day of the pay period immediately following twenty-six (26) payroll periods in the new class.

21.2.1 Implementation of new classifications or major revisions of existing classifications. Prior to implementation by the Employer of a new classification or major revisions of an existing classification, the parties will negotiate rates of pay, effective date and method of implementation. **If agreement is not reached within ninety (90) days after the Employer's notification to the Union of a new classification or major revisions of an existing classification, and such revisions do not include a decrease in wage, the Employer may thereafter implement the change. This timeframe can be extended upon mutual agreement of both parties.**

Neutral. All new job classifications or significant changes to existing classifications already need to be reviewed by our staff representatives and approved by our executive board. The addition of this timeline will ensure that the process will proceed in a timely manner.

21.3 Upward Reclassification. A regular employee whose position is reclassified upward and who

a. _____ meets the minimum qualifications for the newly reclassified position or
b. who has been satisfactorily completing the duties of the newly reclassified position prior to the change (excluding those positions requiring licensure or certification)

shall continue in the newly reclassified position as a regular employee. **When an upward reclassification is proposed, all impacted employees in the department will be made aware.** When a position is reclassified upward and the incumbent does not have regular status, or does not meet the minimum qualifications of the newly reclassified position, the position will be filled competitively.

This is a gain. The change recognizes the employees who may already be performing the job duties as well as requires all employees to be notified of the opportunity to request a reclassification.

21.4 Downward and Lateral Reclassification. When a position is reclassified to another class at the same pay level or to a class that carries a lower salary range, the incumbent probationary or regular employee shall be accorded corresponding status in the new class consistent with the provisions of Section 8.7.2 (**Downward Reclassification**).

21.4.1 Notice of downward reclassification. The Employer shall notify an employee in writing of a downward reclassification of ~~their~~ employee's position, and the specific reason for doing so, at least thirty (30) days prior to the effective date. If the employee is being reclassified to a classification at a lower pay grade, ~~they~~ employee shall have the option of exercising layoff rights in ~~their~~ ~~his or her~~ current classification with all the rights that apply, including accepting a vacant position and/or displacing per Article 19 (**Layoff**) of this Agreement.

21.4.2 Employee-requested reclassification. An employee may request a downward or lateral reclassification with the same notice as under Section 21.4.1 (Notice of Downward Reclassification). If the request is granted, the employee shall be paid according to the pay grade of the requested position at the same relative place in the range as they were placed in their prior position.

Slight gain. This addition stipulates that employees (not just managers) can request a downward or lateral reclassification.

ARTICLE 22. EDUCATION, TRAINING AND CAREER DEVELOPMENT

22.1 Promotion of Development Opportunities. The Employer supports opportunities for education and training, career development, mobility and personal growth. Employees may receive support for these endeavors in a number of ways that include, but are not limited to: education/training required by the Employer, access to the OHSU Employee Tuition Benefit program, flexible work schedules, time with pay to attend classes or pursue other developmental learning opportunities, on-the-job training, paid time on the job to practice skills, mentoring, and the filling of training positions under Section 18.4 **(Training Positions)**.

22.1.1 Education and training hours. It is a goal of the Employer to promote education and training opportunities which are directly related to the employee's position of employment, **including continuing education required to maintain a certification,** and/or to career development for positions at OHSU ~~on an average of twenty-four (24) hours per year per full-time employee.~~ Employees are guaranteed **twenty-four (24)** ~~ten (10)~~ hours of job related training per contract year (prorated per FTE). Employees may choose services offered through the CWE Center to count toward the ~~10-hour~~ guarantee **twenty-four (24) hours of job related training per year.** Employees shall provide as much advance notice as possible and supervisors will make every reasonable effort to accommodate such requests. The annual guarantee shall be **thirty (30)** ~~fifteen (15)~~ hours for an employee who has an agreed upon written individual development plan with ~~his or her~~ **their** manager. **Employees may request additional educational and training hours beyond the hours guaranteed above, granted at the Employer's discretion.**

This is a big gain. Our yearly guaranteed education/training hours will more than double. These hours may now also be used toward CEUs to maintain certifications.

22.1.2 Career development information. The Employer will provide normal promotional path counseling, including review of the minimum qualifications for potential classifications, and information regarding resources for career development counseling and guidance to employees.

22.1.3 Tuition discounts. Employees shall be afforded the opportunity for tuition discounts as provided by the Employer.

22.1.4 Shared responsibility. The Union and the Employer recognize and support the fundamental concept that an employee's ongoing development of skills to meet the changing needs and demands of the employee's position as well as the employee's opportunity for growth within the Employer's organization constitute a shared responsibility. The Employer is responsible for determining the scope of Employer-provided development opportunities and for providing employees access to development ~~those~~ opportunities, **including by sending an annual message to employees communicating development opportunities.** Employees are responsible for seeking out and taking advantage of such opportunities, and for continually demonstrating their competencies and building their skills in all facets of their jobs. Employees and their supervisors are expected to address such responsibilities and opportunities, at a minimum, during the annual performance review process.

This is a slight gain. OHSU will now send employees a yearly notice about career-development opportunities.

22.1.5 Individual development plans. The parties recognize that mutually developed individual development plans serve as a constructive tool to aid an employee in developing skills and/or improving performance. Such plans can be initiated by either the employee or the manager.

22.2 Requirements of Job Position. Employees are responsible for attaining and maintaining, on their own time and at their own expense, the requisite skills and qualifications under any license or certification required by law for their job position. If, however, the Employer introduces a new requirement for an existing position occupied by an employee, then the Employer shall be responsible for the training and education time and expenses (other than study time) it deems necessary for the employee to satisfy the new requirement.

22.3 Required Attendance at Educational and Training Functions. Where an employee's attendance at an educational or training function is required by the Employer, ~~he/she~~ **the employee** shall be so notified in writing. If an employee is required to attend educational training **during or** outside of ~~his/her~~ **their** normal work schedule, ~~they/he/she~~ will be compensated at the appropriate rate of pay for time spent in training. **For reimbursement for related expenses, see Section 22.5 (Education Expense Reimbursement).**

This is a non-substantive change.

22.4 Educational Leave with Pay. An employee may be granted educational leave in which ~~his/her~~ **their** department may defray a part or all of the cost of the education, either through allotment or payment of a salary. Each request for leave must be submitted to the employee's department director or administrator, who normally shall not approve such leave for more than one (1) year. Vacation leave shall not accrue during an educational leave with pay that exceeds fifteen (15) calendar days.

22.5 Education Expense Reimbursement. When the Employer approves an employee's participation in a specific course, seminar, workshop, **conference**, or other training program, the Employer may reimburse the employee for a portion of or all the costs of course registration, ~~and/or~~ required materials, and ~~of~~ necessary travel expenses when warranted by the circumstances. If an employee is required by the Employer to participate in an education or training program, the employee shall normally be reimbursed for related travel and mileage expense. **The employee shall be paid for time spent attending such training, pursuant to Section 22.3 (Required Attendance at Educational and Training Functions).**

Neutral. This addition clarifies that if you are required to attend a training or educational function, you must be paid for your time.

22.6 New Technology. When the Employer implements a new technology or implements a major change in a current technology that would require retraining beyond a thorough introduction to perform any job presently being done by employees covered by this Agreement, the Employer commits to the following:

- a. The appropriate manager will seek involvement in this implementation from an appropriate number of Union-represented employees.
- b. The manager will facilitate the development of an implementation plan of appropriate detail and determine the names of people to be trained.
- c. The implementation plan may include, but not be limited to: a process to gather and address end user ideas and concerns, training and support systems to enable employees to successfully transition into new technology, an ongoing communication/feedback system among affected/interested employees, selection of when and to whom training is administered, individual assistance for displaced employees

consistent with the Agreement, retraining assistance and support, and a time line for implementation of both the plan and the technology.

d. It is understood this process will use Labor/Management Cooperation principles.

22.7 Basic Computer Skills Training . The Employer will provide, coordinated through the CWE Center, basic computer training to any AFSCME-represented employee who does not demonstrate basic proficiency as determined by the employee's supervisor. This training will be on paid time and will not be longer than two (2) hours in length for any employee. The training will include basic computer operations, how to log in and out of the employee's OHSU account, basic Outlook skills, how to use O2 and how to locate/use common employee-related web sites, and how to access Oracle employee self-service tools. Time spent on such training will count toward the 2410-hour guarantee set forth in Section 22.1.1 (**Education and training hours**).

This change is being made to reflect the increase in education/training hours.

ARTICLE 23. DISCIPLINE AND DISCHARGE

23.1 Progressive Discipline. The principles of progressive discipline shall be used except when the nature of the problem requires more serious discipline or immediate action. **All discipline issued shall be in written form. The Employer may provide documentation explaining the rationale for discipline; this documentation is not considered separate discipline.** Progressive discipline includes the following steps:

- (1) documented verbal warning;
- (2) written warning;
- (3) suspension without pay (**maximum fourteen (14) days**), **suspension of seniority rights**, ~~or pay reduction, withholding pay increase, demotion or final written warning;~~ **and**
- (4) discharge.

Coaching (see Section 5.3) is not a step of the discipline process and is not an investigatory interview, but may result from an investigatory meeting. Coaching cannot be grieved.

23.1.1 Performance improvement plans. When a work plan is implemented as a corrective measure, it shall be considered the equivalent of a verbal warning in the

progressive disciplinary process. Employees will be allowed a reasonable period of time to achieve elements of a work plan that do not require immediate correction.

23.1.2 Suspension of seniority rights. ~~The Employer may in its discretion incorporate into an employee's final written warning a~~ Suspension of an the employee's seniority rights **shall not exceed** for one (1) year in no more than two of the following three contract areas: offering of overtime work (9.1.4), requesting vacation and holiday time off (12.4.3), and job bidding (18.1).

The above changes are gains. All discipline must now be documented in writing. The most financially harmful disciplinary options at step three of progressive discipline have been removed or reduced. Additional disciplinary actions may no longer be "stacked" onto a final written warning.

23.2 Just Cause. An employee may be disciplined or discharged only for just cause. The "Just Cause" standard is attached hereto and incorporated by reference under Appendix D.

23.3 Investigatory Interviews. The Employer has the right to conduct "investigatory" interviews by asking questions of an employee which only the employee may answer. The employee has the right to request, and shall be granted, Union representation at "investigatory" interviews where the employee reasonably believes the interview might result in disciplinary action. The employee may utilize another employee for this purpose. However, the choice of representative shall not unduly delay the meeting.

23.3.1 Notice. Investigatory interviews of an employee subject to discipline require thirty-six (36) hours' advance notice, in writing (including by electronic communication) if reasonably possible, to the employee unless (1) there is reason to believe that the notice period would result in compromising of evidence or pose a risk to the safety of staff, patients, or other members of the public, or (2) the employee consents to waive the notice. The Employer will make a good-faith effort to provide a 36-hour notice that is exclusive of weekend and holiday hours. **The Employer must notify the employee of the general reason for the investigatory interview (for example, performance, Code of Conduct, attendance, Information Privacy Security) unless this notification would compromise the integrity of the investigation. In the event that the notification would compromise the integrity of the investigation, the**

Employer will notify the Chief Steward or their designee of the subject of the interview, and the Union may not directly or indirectly disclose the subject except to union staff or stewards. If the interview will be scheduled on off hours (7:00 p.m. through 7:00 a.m.), the Employer shall give the Union notice of the date and time of the meeting to assure a steward is available. The Union will not provide representation unless requested by the employee. If the Union's efforts to secure representation are unsuccessful due to scheduling or unavailability of the steward at the top of the rotation list, the Employer agrees to release the on-call steward.

This is a gain. Under previous contracts, employees scheduled for an investigatory interview were kept in the dark as to the reason, adding stress to an already stressful situation. Employees will now be informed of the general reason for the investigation in most cases.

23.3.2 Conducting the interview. The Employer has the right to initially hear the employee's own account of the matter under investigation. The Union representative has the right in the "investigatory" interview to clarify previous answers or to elicit further relevant information.

23.3.3 Other meetings distinguished. The Employer has the right without Union representation to hold work unit or departmental meetings, or to have conversations with employees as needed for giving instruction, training, or needed corrections of work techniques. The Employer also has the right to hold a disciplinary meeting or to engage in a discussion without Union representation when the meeting or discussion is for the sole purpose of informing an employee of a disciplinary decision and/or warning the employee of further discipline if the conduct in question continues. The Employer may permit a Union representative to attend any of the meetings or activities described in this paragraph at the Employer's discretion if requested by the employee.

23.3.4 Electronic recording. The Employer is not required to permit electronic recording of any meeting described in this article. Nor is an employee allowed to electronically record any such meeting without the approval of the Employer.

23.3.5 When attendance is the issue. In the event the Employer is contemplating issuing a verbal or written warning for attendance-related concerns, the Employer may, in lieu of its frequent practice of conducting an investigatory interview, notify the employee in writing of the concern regarding attendance and invite the employee (1) to respond in writing within 14 days with or without the assistance of a Union steward, (2) to request an investigatory meeting, or (3) to decline to do either. The Employer thereafter will determine whether disciplinary action is warranted.

a. Each work unit will be subject to a recognized attendance policy. An employee coached or disciplined for attendance-related concerns will be provided a copy of the applicable policy.

b. Progressive discipline for attendance may be triggered by three (3) occurrences in a 90-day period. Progressive discipline thereafter will be applied not on the basis of a no-fault grid, but in accordance with criteria and definitions developed by the Employer.

c. Any issue regarding consistency of treatment for attendance-related discipline (see question no. 6 under Appendix D – Just Cause Standard) will be evaluated on a work unit basis.

23.4 Pre-Discharge Notice. A written pre-discharge notice shall be given to a regular status employee 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 discharged. It shall be forwarded to the Union on the same day the employee is notified.

The employee shall be afforded an opportunity to refute such charges or present mitigating circumstances to the Employer at a 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 is entitled to have an official representative present. At the discretion of the Employer, the employee may be ~~suspended~~ **placed on administrative leave** with or without pay or be allowed to continue to work, as specified within the pre-discharge notice. The Employer shall not cause any employee to be placed on administrative leave without pay in excess of fourteen (14) days pending a pre-discharge hearing decision unless the hearing is postponed at the request of either the employee or the Union. The Employer shall not be obligated for any payroll expenses resulting from administrative leave without pay during the period of any such postponement.

Neutral. This is a non-substantive change to add the actual language used in this situation.

23.5 Issuance of Disciplinary Action. It is the intent of the parties that notice of disciplinary action, notice of a pre-discharge meeting or notice that no action will be taken, will issue no later than twenty-one (21) days from the date of an investigatory meeting except in circumstances where a complex investigation is required. Any disciplinary action taken against an employee will be communicated in a manner that is not likely to embarrass or humiliate the employee in front of other employees or the public.

23.6 Unauthorized Absences. Any unauthorized absence of an employee from duty may constitute grounds for disciplinary action. Unauthorized absences include but are not limited to no-call no-shows. Any employee who is absents ~~himself/herself~~ for three (3) consecutive workdays **without notification to the Employer** or five (5) total workdays during a twelve (12) month period without authorized leave **as defined in Section 5.45UX13-(Without Authorized Leave)** ~~shall~~ **may** be deemed to have resigned, **at the Employer's discretion**. Such absence may be authorized by the Employer by a subsequent approval of leave with or without pay, when extenuating circumstances are found to have existed. ~~An~~ **The** employee will be provided, ~~upon request,~~ an opportunity to explain extenuating circumstances. In the event the employee's absence of three (3) consecutive workdays **without notification**, ~~is accompanied by failure to notify,~~ the supervisor shall make one (1) reasonable attempt to confirm the employee's welfare by placing a telephone call to the last known number prior to the resignation. This demonstration of concern will not serve to extend the employee's job protection rights.

This is a gain. The above changes (in conjunction with the new definition of "without authorized leave" are intended to make it clearer to employees when they might be at risk of being deemed to have resigned, and to ensure that only true no-call/no-shows count toward the three consecutive days of absences.

23.7—Limits on Pay Reductions. ~~Reductions in pay shall not exceed either a reduction of three percent (3%) for six (6) pay periods or a reduction of six percent (6%) for three (3) pay periods.~~

This is a gain. Pay reductions will no longer be a disciplinary option.

23.7 Transmissions to Union. All notices of pre-discharge hearings, suspension, pay reduction, demotion, final written warning, unpaid leave due to investigation or discipline, and discharge shall be delivered to the Union electronically on the same day that the employee is notified. In the event that the Employer fails to provide notification as discussed above, the Union will promptly notify the Employer of such failure as soon as the Union becomes aware of it. Should the Employer fail to notify the Union of a pre-discharge meeting, the Union may request the meeting be rescheduled in order to secure union representation for the employee. In such event, the meeting will be rescheduled pursuant to Article 23.4, as if the Union received notice on the day that the Union provides notification to the Employer. Should the Employer fail to notify the Union of suspension, pay reduction, demotion, final written warning and discharge, timelines shall be suspended pending union notification to the Employer.

This is a gain for our union, ensuring that we're notified when represented employees are placed on unpaid leave for disciplinary purposes.

ARTICLE 24. GRIEVANCES AND ARBITRATION

24.1 Grievance Procedure. ~~The parties encourage~~ Unless the issue relates to the employee's supervisor, sSupervisors and employees must make a good faith effort to engage in problem-solving solve issues among themselves at the earliest possible time, preferably prior to initiating a grievance. Problem-solving may occur with the assistance of the Union. The absence of pre-grievance problem-solving shall not alone be cause for denying a grievance, but the Union may not advance a grievance until the above-referenced problem solving has occurred. The employee and supervisor may agree in writing to extend the formal grievance filing deadline.

More or less neutral. These additions reflect or clarify current practice.

24.1.1 Grievance defined. A grievance is defined as any dispute arising out of or concerning the application, meaning or interpretation of this Agreement.

24.1.2 Time extensions. No extension of any time limit set forth in this Section 24.1 (Grievance Procedure) may occur without the written agreement of both parties. Failure of an employee or the Union to meet a time limit shall constitute withdrawal of

the grievance. Failure of the Employer to meet a time limit shall constitute an automatic progression of the grievance to the next step.

24.1.3 Union representation. Once an employee files a grievance, the employee shall not be required to discuss the subject matter of the grievance without the presence of a Union representative.

24.1.4 Grievances of specific matters. Grievances involving the following specific matters shall be submitted as follows:

a. Grievances involving the *appeal of a reclassification matter* (**Section 21.2-21.4**) shall be filed with the designated Compensation Manager in Human Resources at Step 2 in the grievance process.

b. Grievances involving the *application of insurance benefits* (**Article 15**) shall be filed with the Benefits Manager in Human Resources.

c. Grievances involving *layoff, suspension without pay, ~~reduction in pay, demotion, final written warning or discharge~~* shall be submitted to Human Resources at Step 2 in the grievance process. The Union has the right to appeal such disciplinary action within twenty-one (21) days of the effective date of the action. However, in the case of suspension during a period of pre-disciplinary investigation, the appeal must be made within twenty-one (21) days of the action, if any, which results from the pre-disciplinary investigation.

This is a non-substantive change to reflect updates to the progressive-discipline language earlier in the contract.

d. **Grievances involving complaints of discrimination or harassment (Section 6.1.3) shall be submitted to Human Resources at Step 2 in the grievance process. Such grievances shall not be advanced until the Employer's investigation is complete, unless the investigation takes longer than ninety (90) days, at which point the Union may advance the grievance. The Step 2 grievance response may be amended, if necessary, once the Employer's investigation is complete. Employees shall also be referred to the appropriate state or federal agency.**

This is a gain. It shortens the grievance timeline and encourages the employer to not prolong the investigation.

A verbal warning shall not be grievable. The verbal warning shall be placed in the employee's file and the employee may respond in writing to the warning, which shall also be placed in the employee's file. If, however, an employee receives a written warning pertaining to a related issue within one (1) year following receipt of the prior verbal warning, both warnings may be grieved collectively.

24.1.5 Grievance steps.

STEP 1

The employee or the Union on **an identified** ~~the~~ employee's **(or employees')** behalf shall file a grievance on an official Grievance form no later than twenty-one (21) days following the date of the alleged contract violation or the date the employee first knew or should have known of the alleged contract violation. The grievance must cite the **employee(s) affected**, specific contract article believed to have been misapplied or violated, **explain how the article was misapplied or violated**, and **provide** a specific remedy to adjust for any such discrepancy.

More or less neutral, but requires our union to be more specific/clear when filing a grievance.

The grievance shall be filed with the immediate supervisor and the appropriate Department Director, or designee thereof, with a copy sent to Human Resources and to the Union if an employee is filing the grievance without the assistance of the Union. When a grievance alleges an identical contract violation arising involving at least three (3) supervisors who are directly responsible to a common supervisor, the common supervisor shall be considered the immediate supervisor. In the event that the appropriate Department Director is not properly identified, providing a copy to Human Resources will be deemed to satisfy the Step 1 filing deadline. The Union may also file a limited request for information within seven (7) days of the **Step 1** filing. Such a request shall be limited to items in the grievant's personnel file or grievant's attendance records.

The parties **(including the grievant(s))** shall meet at the earliest opportunity and attempt to develop a mutually acceptable solution, with the aid of a problem-solving worksheet in non-disciplinary cases. The meeting may be attended by a Union steward at the employee's request and/or a Human Resources representative at the supervisor's or Department Director's request. If a solution is reached at this or a subsequent meeting, it shall be reduced to writing and signed by all parties involved in the discussion, with a copy sent to Human Resources and the Union. If a solution is not reached, the Director or designee shall respond to the grievance in writing within seven (7) days of the meeting and provide such response to the employee and the designated Union representative. Failure to respond in a timely manner shall be considered a denial of the grievance.

This is a non-substantive clarification.

Solutions reached without the involvement and agreement of the Union or Human Resources are subject to review and agreement at the parties' discretion and shall become precedent setting only upon the agreement of the Union and Human Resources.

STEP 2

If the Union desires to advance the grievance to Step 2, it must notify Human Resources in writing within fourteen (14) days of the due date for receiving the Employer's Step 1 written response. If the Union wishes to submit a request for information to the Employer, it shall submit the request within seven (7) days after advancing the grievance to Step 2. Information requests shall be limited to information that directly relates either to the specific allegations of the grievance or to assertions contained in the Employer's Step 1 response. The Employer shall respond to the information request within **twenty-one (21)** days after receiving the request. The Union shall coordinate the scheduling of a Step 2 meeting within fourteen (14) days after receiving the Employer's response to the information request. If the Union does not submit an information request, the Union shall coordinate the scheduling of a meeting within 14 days after advancing the grievance to Step 2. **If new issues arise at Step 2, the Union will amend the original grievance.** The Employer shall provide a written response at Step 2 within 14 days following the Step 2 meeting.

Very slight loss, requiring our union to amend the original grievance should additional violations occur.

STEP 3

Submission to arbitration. If the Union desires to advance the grievance to arbitration, it must provide written notification to Human Resources within thirty (30) days of the due date for receiving the Employer's Step 2 written response. The parties shall endeavor to have completed Steps 1-3 of the grievance process within one hundred and sixty (160) days following the date of the alleged contract violation or the date the employee first knew or should have known of the alleged contract violation.

Expedited arbitrations. All grievances involving disciplinary action of a written warning or combined verbal/written warnings (as distinguished from disciplinary action described in Section 24.1.4.c (**Grievances of Specific Matters**)) shall be subject to an expedited arbitration process in lieu of the arbitration process set forth in Section 24.2 (**Arbitration**). Expedited arbitrations shall be heard on an as-needed basis before an arbitrator selected by the parties from a standing short list. The presentation of evidence and argument shall be subject to time restrictions that the parties mutually establish. Neither party shall utilize outside counsel to present its case. Briefs shall not be filed. The arbitrator shall render ~~his or her~~ **their** decision immediately following each party's presentation of its case. The decision shall be final and binding on the parties. The arbitrator's fee and expenses shall be borne equally between the parties. All other grievances that are submitted for arbitration shall be subject to the provisions of Section 24.2 (**Arbitration**), unless the parties mutually agree to submit the grievance to this expedited arbitration process.

24.2 Arbitration.

24.2.1 Selection. Within forty-five (45) days of the due date for submittal of the request to arbitrate, the Union and the Employer shall select an arbitrator from a panel of seven (7) arbitrators requested from the Federal Mediation and Conciliation Service. The parties commit to scheduling said arbitration within four (4) months of the arbitrator's selection. If the Union makes no written attempt to contact the Employer or

the arbitrator within the four-month period, the grievance shall be deemed to have been withdrawn by the Union.

24.2.2 Authority. The arbitrator shall have the authority to hear and rule on all issues which arise over substantive or procedural arbitrability. Such issues, if raised, must be heard prior to hearing the merits of any appeal to arbitration, pursuant to Article 24.2.3. The arbitrator shall have no authority to rule contrary to, to amend, add to, subtract from, change or eliminate any of the terms of this Agreement.

24.2.3 Bifurcation. Upon motion by either party to bifurcate the hearing on procedural or substantive arbitrability issues, the arbitrator will issue a decision on the arbitrability issue after the parties brief the issue in writing (i.e., without a hearing). The arbitrator will issue the decision on the arbitrability issue a reasonable time in advance of any potential hearing on the merits.

24.2.4 Award final and binding. The parties agree that the decision or award of the arbitrator shall be final and binding on each of the parties.

24.2.5 Expenses of arbitration. The arbitrator fee and expenses shall be paid by the losing party. If, in the opinion of the arbitrator, neither party can be considered the losing party, then such expenses shall be apportioned as deemed equitable in the arbitrator's judgment. All other expenses shall be borne exclusively by the party requiring the service or item for which payment is to be made.

24.3 Release Time. A grievant shall be allowed a total of four (4) hours of **paid** release time to prepare for an expedited arbitration hearing under Section 24.1.5 (**Grievance Steps**) or an arbitration hearing under Section 24.2 (**Arbitration**). ~~Two (2) of these hours shall be paid release. For the remaining two (2) hours, the employee shall be granted unpaid time off or, upon approval by his or her supervisor, may use vacation time or compensatory time or make up the time during the applicable work week.~~ **Any additional paid release time will be requested in writing by the Union to Labor Relations at laborrelations@ohsu.edu. Requests shall not be arbitrarily denied.**

This is a gain. All four hours of release time for arbitrations will now be paid time, and additional paid release time may be requested.

ARTICLE 25. STRIKES, LOCKOUTS AND PICKET LINES

The Union agrees that during the life of this Agreement, the Union, its agents or its bargaining unit members will not authorize, ~~encourage~~^{investigate}, aid or engage in any work stoppage, slowdown, sickout, refusal to work, picketing or strike against the Employer, against its ~~services~~^{goods} or on its property. The Employer agrees that during the life of this Agreement, there will be no lockout. Any alleged violation of this Article by either party may be referred to the Employment Relations Board ~~the grievance arbitration procedure~~ or may be pursued in the Courts at the discretion of the moving party.

Neutral. These changes simply clarify or update the existing language.

All employees in the Campus Dispatcher Bargaining Unit may not strike (as defined by law) per OSR 243.736. If, after bargaining pursuant to applicable statutes, the Employer and the Campus Dispatcher Bargaining Unit do not reach agreement, the Union may exercise its right to submit the matter to binding arbitration per OSR 243.742. In such event, any decision made by the arbitrator will only affect the Campus Dispatcher Bargaining Unit.

Neutral. This language is being added in conjunction with the change in Article 1, and describes the required statutory process for our campus dispatchers during bargaining.

ARTICLE 26. TRANSPORTATION AND PARKING

26.1 Parking Rates. The Employer agrees that it will give thirty (30) days' advance notice to the Union of any proposed changes in parking rates for Employer-operated parking facilities. The Employer will offer the Union an opportunity for input during the 30-day period. The Union may offer suggestions, make recommendations and introduce any data deemed appropriate. The Employer shall provide reasonable attainable data at the Union's request. Employees working a "swing shift" shall continue to pay the prevailing Transportation & Parking Office (TPO) parking rate only for those hours worked between 8:00 a.m. and 5:00 p.m.

26.2 Strategic Transportation and Parking Advisory Committee. The Union shall appoint up to two (2) members to the Strategic Transportation and Parking Advisory Committee (STPAC). The purpose of the STPAC is to advise the Associate Vice President of Facilities and

the TPO on best practices for creating, maintaining and continuously improving the multi-modal transportation programs that serve the broad needs of the Employer community. Members of the STPAC are expected to present the interests and concerns of their respective stakeholder member groups, and to act as a liaison between their stakeholder group and the TPO. The STPAC shall be advised of and provide input on proposed policy and rate changes prior to implementation.

Current policies will be accessible to employees on the web site of the TPO.

26.3 Pay to Park Hours. If any part of an employee's scheduled shift falls within the Employer's pay-to-park hours (typically 8:00 a.m. - 5:00 p.m.) the employee is required to pay for parking during those hours. If an employee's scheduled shift falls within non-pay-to-park hours (typically 5:00 p.m. - 8:00 a.m.) and the employee is required to continue work into pay-to-park hours, the employee will provide to the TPO ~~his or her~~ **their** name, license plate information, lot information, and anticipated departure time to avoid being ticketed. The employee will be charged the prevailing TPO parking rate for the number of hours parked after 12:00 noon. Employees will pay the appropriate parking rate at the end of their work shift.

26.4 Employees Working on Short Notice. When an employee is called in to work unexpectedly or on-call, the employee is expected to go online or drive to a pay station lot to purchase a parking permit for the day. If time does not permit an online or pay station purchase, the employee will provide to the TPO ~~his or her~~ **their** name, vehicle information, lot information, and license plate information. The employee will pay the appropriate parking rate at the end of ~~his or her~~ **their** work shift.

Employees who normally work either the evening or night shift and are required to return to work during the day shift for meetings shall be provided temporary parking space on such occasions at the appropriate rate, arranged in advance by the department. The departments are encouraged to reimburse those costs, if possible.

26.5 Parking During Inclement Weather. Though tickets will not be issued during inclement weather, as described in Section 7.12 (**Modified Operations**), employees are expected to avoid patient lots. Parking regulations, however, will be enforced in designated restricted zones, all patient areas, fire lanes and ambulance zones.

ARTICLE 27. HEALTH AND SAFETY

27.1 Health and Safety Standards. The Employer agrees to abide by standards of safety and health in accordance with federal and state regulations, and will ensure that employees are provided with appropriate information and training in order to comply with such regulations and with applicable Employer policies and procedures. The Union encourages employees to work safely, to follow established safety and health rules, and to report to their supervisor or Environmental Health and Safety (EHS) all safety or health risks. EHS may be contacted at ehs@ohsu.edu. All employees are encouraged to utilize the services of the Program as a consultative resource for all safety, health and environmental issues.

27.2 OSHA Safety Committee. An OSHA Safety Committee (OSC) shall be established in order to make safety policy recommendations, to implement and provide oversight of the policy, and to assist in the resolution of health and safety problems referred to it by area, department or unit. The OSC shall be comprised of equal numbers of OHSU employees and Employer representatives as spelled out in the Committee Charter. At least 40% of the OHSU employees shall be from the AFSCME bargaining unit, with one of those employees being appointed by the Union. Committee members will work cooperatively toward identification and resolution of work place safety, health and environmental issues to minimize the risk, danger and potential loss to OHSU human resources.

27.3 Safety Devices and Clothing. Proper safety devices and clothing shall be purchased and provided by the Employer for all employees engaged in work where such devices are necessary to meet the requirements of the Oregon Occupational Safety and Health Division (OR-OSHA). Employees will be trained prior to use in such safety devices and clothing. Such equipment, where provided, must be used.

27.4 Refusal to Perform Allegedly Unsafe Work. If an employee claims that an assigned job, or assigned equipment, is unsafe or might unduly endanger ~~his/her~~ **their** health, and for that reason refuses to do that job or use the equipment, the employee shall immediately give, in writing, ~~his/her~~ **their** reasons for this conclusion to ~~his/her~~ **their** supervisor. Where a health and safety determination has already been made, the supervisor shall contact EHS to assure that the prior determination still applies. If no determination exists, the supervisor shall

request EHS to make an immediate determination as to the safety of the job or equipment in question.

27.4.1 State involvement. If further information or clarification is needed, the employees or EHS may contact OR-OSHA for assistance. Understanding that OSHA generally controls timing of investigations, the Employer will make a reasonable effort to ensure that a Union Representative or Steward, EHS Representative and the supervisor accompany the governmental agency representative and employee during this determination.

27.4.2 Impact on employee pending determination. Pending determination provided for in this section, the employee shall be given suitable work by the supervisor. If no suitable work is available, the employee shall be placed on leave of absence. 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 ~~his/her~~ **their** health shall not be paid by the Employer unless the employee's claim is upheld.

27.5 Ergonomics. Employees and supervisors are expected to seek resources and information to prevent injury using the OHSU Ergonomics Program, which can be found on the Risk Management website. Ergonomic assessments related to a medical condition will be conducted by Risk Management upon written request of the employee to ~~his/her~~ **their** supervisor.

27.6 Work with Dangerous Materials. Any employee who will disturb or damage or work with friable asbestos-containing materials, chemical, radiological, and/or infectious materials in the regular or incidental course of duties will be trained as to the proper procedures to follow. No employee shall be required to work around these substances without proper training and protective equipment. **The Employer shall follow appropriate policy/procedure in the event of an employee exposure.**

Neutral — this is a clarification.

27.7 Exposure to Serious Communicable Disease. If in the conduct of official duties, an employee is exposed to serious communicable disease **in the workplace as determined by Occupational Health that** ~~which~~ would require immunization, **treatment**, or testing, and if immunization, **treatment**, or testing will prevent such disease from occurring, the employee,

with prior approval of the Employer, shall be provided immunization **or treatment** against or testing for such communicable disease without cost to the employee.

Employees required by Occupational Health to quarantine due to high-risk exposures at work as determined by Occupational Health, and who are not receiving time loss benefits on a workers' compensation claim, shall receive paid administrative leave for the lesser of the government-recommended quarantine period for the disease to which the employee was exposed or until they are cleared to return to work by Occupational Health.

This section does not apply to employees while they are assigned to work from home.

This is a gain. Employees who need to quarantine due to workplace exposures will be put on paid administrative leave.

ARTICLE 28. LABOR MANAGEMENT COMMITTEE

28.1 Purpose. The shared purpose of the labor-management partnership between the Union and the Employer shall include a commitment to equal partnership through administration of the Labor Management Committee, solving problems at the lowest level possible within the organization, sharing information, recognizing the values and political nature of each organization and creating a flexible, cost effective, responsive and highly competitive organization. For purposes of this provision, equal partnership shall be defined as a relationship which is based on the principles of mutual respect and equal responsibility for decision making and which produces work products clearly identified as joint ventures between the Union and the Employer.

28.2 Composition. The Labor Management Committee (LMC) shall be composed of six (6) **AFSCME-represented** employees, ~~representatives of the Union~~ and six (6) representatives of the Employer, none of whom shall be employed in Human Resources. There shall be two co-chairs consisting of one Union employee representative and one Employer representative. Composition of the LMC will be compliant with the Labor Management Committee Charter. Union-represented employees appointed to the LMC will be permitted to attend regularly scheduled LMC meetings on paid time not to exceed six (6) hours per employee per month, provided that such release time does not unreasonably interfere with the Employer's business operations and the employee's supervisor is provided not less than six (6) weeks' notice

of each LMC meeting. **The Employer shall provide non-dues paying members of the LMC with thirty (30 minutes of paid time to meet with the Union for an LMC orientation meeting.**

This is a gain for our union. In the event that a non-member is appointed to the LMC, they must undergo an orientation meeting with our union to go over their role and our expectations.

28.3 Objectives. The shared objectives of the OHSU/AFSCME Labor Management Committee (LMC) and the Career and Workplace Enhancement Center (CWE Center) include a commitment to the career advancement of employees and to sustaining a positive and productive work environment with ongoing education. A positive work environment is characterized by the presence of a group of people, staff and managers alike, who share motivation to achieve common goals, along with job satisfaction for individuals and effective working relationships among group members. The objectives of LMC and the CWE Center will be called out separately below:

28.3.1 Labor Management Committee (LMC).

a. The LMC shall ensure the availability of a list of possible resources and the processes to assist employees and managers with issue resolution. Resources and processes identified and developed by the LMC shall be posted on the Employer's and the Union's websites.

b. The LMC shall participate in addressing common themes that emerge from employee surveys, contract negotiations, staff meetings, and other elements communicated from the Employer or the Union.

c. The LMC will provide direction, institutional support and financial support to work unit labor-management committees that are jointly sponsored and entered into by the Union and the Employer. A charter template for the work unit labor management committees can be found on the Union's and Employer's websites or through the CWE Center. Work unit labor management committees are engaged in any of the activities recognized in 28.3.a, b, c, d as labor management activities.

(1) The work unit that is the subject of a work unit labor-management committee will choose the process by which committee members will be selected (e.g., appointment, interviews, voting), and will provisionally make selections using their chosen process. AFSCME will have the right to veto any selected members, but will review potential vetoes with the Employer's Human Resources department ahead of any veto.

(2) The members of work unit committees shall be trained in interest-based problem-solving.

(3) The chairs of work unit labor management committees shall report to the LMC quarterly with an outline of goals to work on for the year, a report on progress and a final wrap up of accomplishments.

(4) Local unit's LMC chairs will need to attend a quarterly meeting with other chairs in conjunction with LMC leadership.

(5) The LMC is responsible to create and maintain structure, training, and ongoing guidance for supporting the local unit LMC launches, training of chairs, and support for successful operations.

d. Union-represented employees will be permitted to attend regularly scheduled committee meetings on paid time subject to the work unit's manager's approval.

e. The LMC will provide an annual report to the Vice President for Human Resources, the Employer's Executive Leadership Team, the Union President, and the local union executive leadership committee.

28.3.2 OHSU/AFSCME Career and Workplace Enhancement Center (CWE Center).

a. Services provided under the CWE Center charter will include, but are not limited to career development, conflict management, employee development, adult basic education, ELL skills, and basic computer skills. The CWE Center shall ensure that training opportunities are made available for off shift, weekend shift, and remote workers.

b. The LMC will approve initial funding allocations for each of these services. Significant funding changes for specific services should be approved by the LMC.

c. The Employer will prioritize involvement of bargaining unit members in any training provided by the CWE Center. In the event that a training is not fully booked, other OHSU employees may register for the training. In the event that the CWE Center wishes to offer a management-only training, it shall notify the LMC.

28.4 Funding. The Employer will provide funding for LMC activities in the following amounts, subject to an evaluation by the Vice President for Human Resources of the LMC's level of success in meeting its goals for the prior year:

~~**\$1,397,690.00**~~~~\$1,331,133.87~~ for the 12-month period commencing on July 1, 2022~~19~~.

~~**\$1,430,207.00**~~~~\$1,362,101.74~~ for the 12-month period commencing on July 1, 2023~~20~~.

~~**\$1,463,646.00**~~~~\$1,393,948.59~~ for the 12-month period commencing on July 1, 2024~~21~~.

This is a big gain. OHSU will increase its funding for LMC activities by 5%. These funds support the OHSU/AFSCME Career and Workplace Enhancement Center, among other things. (This support doesn't come from the same "pot" of funds that our wages do, so the increase here did not reduce the funds available for wage increases.)

ARTICLE 29. TERM AND DURATION

29.1 Term of Agreement. Except as otherwise provided herein, this Agreement shall be effective the second full pay period following ratification, except where otherwise indicated. This Agreement shall remain in full force and effect until June 30, 2022.

29.2 Negotiations for New Contract. During the calendar year in which this Agreement is due to expire, the parties shall meet to begin the bargaining process the first full week in February, and ~~The parties~~ will commence meeting on a regular basis thereafter ~~no later than the first full week in March~~. The parties agree to request and pre-schedule mediation. The first mediation session shall be scheduled to commence no later than the last full week in May ~~first full week in June~~, subject to mediator availability. The parties may mutually agree to renew the current Agreement or to waive or extend any of these timelines.

This is a gain. With this change, we'll start bargaining with OHSU a month earlier than in the past and start mediation a week earlier. The change is being made in the hopes of reaching agreement on new contracts sooner.

Signed this ____ day of October, 2019 in Portland, Oregon.

FOR THE UNION:

FOR OHSU:

Kate Baker
AFSCME Staff Representative

~~Hollie Hemenway~~ **Regina Lagging**
~~Human Resources~~ Director, **Labor Relations**

Michael Stewart ~~Matt Hilton~~, President
AFSCME Local 328

AFSCME BARGAINING TEAM:

MANAGEMENT BARGAINING TEAM:

Matt Hilton
Ashley Larkin
Casey Parr
Claire Irvan
Haley Wolford
Jennifer Barker
Jim Cherveney
Karyn Trivette
Kasey Zimmer-Stucky
Michael Stewart
Mike Bandy
Roger Clark
Kate Baker

Amar Khouma
Amy Wood
Carolyn Bruebaker Moore
Emily Boring
Esperanza Zozobrado
Haley Sands
Hollie Hemenway
Paul Southerton
Steve Osgood
Mike Brunet

The names of each party's bargaining-team members still need to be updated.

NOTE: All signatures required for the contract and subsequent LOAs and MOUs to go into effect are on file at both OHSU Human Resources and the AFSCME Local 328 office.

APPENDIX A

Contract Variations Applicable to Salaried Employees

This appendix sets forth terms and conditions of employment that shall apply uniquely to salaried employees:

1. **Non-applicable contract provisions.** The following provisions of the Agreement do not apply to salaried employees:
 - a. Employment Practices and Procedures, Article 6.3, Timekeeping Records
 - b. Hours of Work, Article 7.1 Work Week and Extended Work Week
 - c. Hours of Work, Scheduling of Work, Article 7.2.1 Shifts in Excess of 12 Hours
 - d. Hours of Work, Scheduling of Work, Article 7.2.2 Split Shifts
 - e. Hours of Work, Scheduling of Work, Article 7.2.4 Request for flexible work schedules
 - f. Hours of Work, Scheduling of Work, Article 7.2.6 Changes in reporting time
 - g. Hours of Work, Scheduling of Work, Article 7.2.8 Non-guarantee of hours
 - h. Hours of Work, Article 7.3 Report Pay
 - i. Hours of Work, Article 7.4 Availability of Additional Work
 - j. Hours of Work, Article 7.5 Rest Periods
 - k. Hours of Work, Article 7.6 Meal Periods
 - ~~l. Hours of Work, Article 7.7 Time off Between Regularly Scheduled Shifts~~
 - lm. Hours of Work, Article 7.8 On Call
 - ln. Hours of Work, Article 7.9 In-House Standby
 - ~~o. Hours of Work, Article 7.10 Shift Trades~~
 - np. Hours of Work, Article 7.11 Clean Up Time
 - oq. Overtime and Premium Pay, Article 9.1 Overtime
 - pr. Overtime and Premium Pay, Article 9.2.1 Compensation Rate
 - qs. Overtime and Premium Pay, Article 9.2.2 Commencement of Compensation
 - rt. Overtime and Premium Pay, Article 9.3 Change in Reporting Time
 - su. Overtime and Premium Pay, Article 9.4 Work on Recognized Holiday
 - tv. Differential Pay, Article 10.1 Shift Differential

- uw. Differential Pay, Article 10.2 On-Call Pay
- yx. Differential Pay, Article 10.3 Work from Home
- wy. Differential Pay, Article 10.4 In-House Standby Compensation
- ~~z.~~ ~~Differential Pay, Article 10.11 Weekend Differential~~
- xaa. Holidays, Article 11.2 Holiday Compensation
- ybb. Holidays, Article 11.3 Work on a Holiday
- zee. Holidays, Article 11.4 Holiday Work Schedules
- aaedd. Layoff, Article 19.11 Shift Curtailment and Cancellation

This is a slight gain — the three struck-out sections of the contract now apply to salaried employees.

2. **Accrual of vacation time.** Section 12.1 (Accrual of Vacation Time) shall be modified for salaried employees as follows:

Until Pay Period 1 2020:

YEARS OF SERVICE	RATE PER PAID REGULAR HOUR	NUMBER OF DAYS PER YEAR	NUMBER OF HOURS PER YEAR
1 st through 5 th year	.0576 per hour paid	15	120
After 5 th through 10 th year	.0654 per hour paid	17	136
After 10 th through 15 th year	.0731 per hour paid	19	152
After 15 th through 20 th year	.0807 per hour paid	21	168
After 20 th year	.0923 per hour paid	24	192

Effective Pay Period 1 2020:

YEARS OF SERVICE	RATE PER PAID REGULAR HOUR	NUMBER OF DAYS PER YEAR	NUMBER OF HOURS PER YEAR
1 st through 5 th year	.0615 per hour paid	16	128

YEARS OF SERVICE	RATE PER PAID REGULAR HOUR	NUMBER OF DAYS PER YEAR	NUMBER OF HOURS PER YEAR
After 5 th through 10 th year	.0692 per hour paid	18	144
After 10 th through 15 th year	.0769 per hour paid	20	160
After 15 th through 20 th year	.0846 per hour paid	22	176
After 20 th year	.0962 per hour paid	25	200

3. **Voluntary process to move from hourly to salary pay.** The currently established voluntary process for conversion to salaried status will continue with the following modifications:
 - a. The Employer or an employee may request, for a specific classification within a specific work unit, a formal poll to move to salaried exempt status. A change to salaried exempt status requires a majority vote among those voting. Only Union members may participate in that poll. The Union commits to conducting this poll and submitting the results to the Union’s Executive Board for formal approval of the results within six **(6)** weeks of the request.
 - b. In addition, an employee in a regular status position may request to move to salaried exempt status by notifying **their/his/her** manager, appropriate HR representative and Union representative. If the Employer consents, the parties shall facilitate this movement.
 - c. The salary range for the employee’s classification is determined by matching the midpoint of the existing hourly range to the closest mathematical midpoint of the salary structure.
 - d. The employee’s new salary level will be established by multiplying the employee’s current hourly rate times the employee’s FTE times 2,080 hours.
4. **Posting of vacant positions.** The Employer may post any vacant position that qualifies as exempt under the wage and hour laws as a salaried position.

5. **Longevity increase.** To be eligible for a longevity increase, employees must remain at the range maximum in the same classification for five (5) years consistent with current longevity rate guidelines. Employees who are at the maximum of their hourly pay range when they transition to salaried status and whose rate of pay is no more than 2.5% below the new range maximum shall, effective the date they move to the new range maximum as a result of an anniversary increase, receive credit toward the 5-year waiting period for a longevity increase.
6. **Vacation and sick leave accruals.** Vacation and sick leave accruals for salaried employees will be based on the employee's FTE.
7. **Timekeeping requirements.** Salaried employees may be asked to record time for a specific purpose, such as to **implement weekend differential, rest between shifts, or preceptor pay**, support an FTE addition, for grants, or for projects.
8. **Differentials.** Salaried employees who are assigned work in a higher level classification pursuant to Section 10.10 (**Work out of Classification**), are assigned lead work duties pursuant to Section 10.5 (**Lead Work**), or qualify for differential pay under Section 10.7 (**High Elevation Work**) or Section 10.8 (**Inclement Weather Team**), for any portion of their scheduled shift shall receive the applicable differential for the entire shift. **Unless they are scheduled to work during a weekend, salaried employees must receive management approval in advance for work during hours when they would receive weekend differential. If they do not receive this advance approval, they will not receive the weekend differential for such hours of work. Time Off Between Shifts or Hours Worked in Callback (Section 7.7) is only available to salaried employees if they work a fixed schedule.**

Neutral. This addition acknowledges that our union won an arbitration allowing salaried employees to receive weekend differential, and it reflects current practice.

9. **Seniority.** Seniority points under Article 17 (**Seniority**) will be credited per pay period based on FTE rather than on hours paid.
10. **Consistent Work in Excess of FTE. If a salaried employee feels that they are consistently working in excess of their FTE, the employee and their manager may**

utilize the process outlined in Article 6.6.1 (Clarification of Expectations) to discuss realigning the employee's workload.

Neutral. This language was added to point out the availability of this process to salaried employees.

11. Relief and flex employees. Relief employees and flex staff who perform work in a salaried classification will continue to be paid on an hourly basis.

1211. Salaries in effect. The salaries in effect for all salaried classifications shall be set forth in the OHSU Salaried Compensation Plan, which is posted on the Employer's intranet.

1312. Meal and Rest Periods. The Employer shall make reasonable efforts to ensure that salaried employees who are in a position with a fixed schedule receive meal and rest periods. ~~The parties agree that providing opportunities for meal and rest breaks is the Employer's responsibility and taking meal and rest breaks when able or asked to do so is the employee's responsibility.~~ Employees shall notify their supervisor if they are unable to take meal or rest breaks, and the Employer will use reasonable efforts to resolve the issue.

More or less neutral — this change strengthens the language around ensuring that salaried employees receive a lunch break.

APPENDIX B

Conditions of Flex Staff Employment

A. Purpose. The purpose of Flex Staff positions is (1) to provide relief for absences of regular and Probationary Period employees, (2) to provide staff for short-term projects, and (3) to provide short-term **supplementation** ~~supplementing~~ of existing staffing levels.

B. Limitations on Flex Staff per Work Unit. The Employer will continue to recognize all earlier negotiated agreements regarding the number of Flex Staff employed per work unit. For work units not utilizing Flex Staff as of the date of this Agreement, the employer may employ Flex Staff up to a maximum of **twenty percent (20%)** ~~fifteen percent (15%)~~ of a work unit's employee population, but never less than one (1) per work unit.

Neutral — this change allows for more coverage in those departments that use flex employees.

C. Non-Applicable Sections of Agreement. Flex Staff are subject to all provisions of the parties' Agreement to the extent that they apply to contingent workers without guaranteed hours, except that the following provisions do not apply:

- 7.2 Scheduling of Work
- 8.2 Progression Increases
- ~~8.3 Merit-Based Adjustments~~
- ~~8.4 Market-Based Adjustments~~

This is a gain — these sections of the contract will now apply to flex staff.

- 8.5 Salary Adjustments upon Change in Status
- 8.7 Reclassification
- 9.1.4 Scheduling and assignment of overtime
- 9.3 Change in Reporting Time
- 9.4 Work on Recognized Holiday
- 11.2 Holiday Compensation (except that if a flex employee works during a holiday, the employee will receive four (4) additional hours of pay at the straight rate of pay.)

This is a gain. Flex employees will now receive some additional compensation for working on a holiday.

- Art. 12 Vacations
- 14.1 Leaves of Absence with Pay
- Art. 15 Insurance Benefits
- Art. 19 Layoff
- Art. 23 Discipline and Discharge [except 23.5, 23.6; see also Section D below]

D. Modifications of Contract Provisions. The following provisions shall apply in modification of the contract provisions described below:

1. Seniority. Flex Staff employees may exercise their seniority under the provisions of this Agreement only after regular and relief employees have had an opportunity to exercise their seniority rights in the applicable situation

2. Discipline and discharge. Flex Staff shall be disciplined only for just cause. The principles of progressive discipline shall be used except when the nature of the problem requires more serious discipline or immediate action. Progressive discipline for Flex Staff includes the steps of written reprimand and discharge. No other steps of progressive discipline shall be required.

~~Flex Staff shall be entitled to a pre-discharge hearing which shall be held no sooner than 24 hours after receipt of written notice of the charges. The written notice shall include the known complaints, facts and charges, a statement that the employee may be discharged, and a specific notice of the employee's right to union representation at the pre-discharge hearing.~~

~~All notices of pre-discharge and discharge shall be forwarded to the Union on the same day as the employee is notified.~~

This is a loss for flex employees. This revision shortens the disciplinary period.

The employment of Flex Staff may also be terminated when there is no longer a need for their services.

E. Provisions Exclusively for Flex Staff. The following provisions shall apply only to Flex Staff employees:

1. Scheduling. A Flex Staff employee shall indicate to the Employer the days of the week, hours in the day and specialty areas, if applicable, ~~they~~he/she wishes to work. It is the Flex Staff employee's ongoing responsibility to inform the department of changes in availability and/or interest.

2. Other Appointments. Employees may not be appointed as Flex Staff concurrently with an appointment as regular, Probationary Period or limited duration employee.

3. Transition from Regular or Probationary Period to Flex Staff Status. Upon conversion from regular or Probationary Period status to Flex Staff status, an employee shall be compensated for all accrued vacation, personal leave, and compensatory time. Any accrued sick

leave shall be frozen and unavailable for use unless and until the employee returns to ~~his/her~~ **their** former status.

4. Rates of Pay. The rate of pay for a flex staff employee may vary from the minimum hourly rate for the applicable job classification to 150% of the range maximum.

Experience will be considered when determining rate of pay. Rate of pay may be negotiated individually between the employee and ~~his/her~~ **their** supervisor at any time.

This is a gain, giving flex staff an opportunity to earn a higher rate of pay based on experience.

5. **Option to Bid into Relief. If a Flex Staff employee bids pursuant to Section 18.1 (Job Bid) for a relief position in the same classification, with similar job duties, the Flex Staff employee shall have priority for the bid over non-Flex Staff employees.**

This is a gain, giving flex staff priority in bidding for relief positions.

Appendix B

Form Letter to New Flex Staff Employees

You have been hired as a **Flex Staff**~~FLEX-STAFF~~ employee in the _____ department of OHSU. The purpose of Flex Staff positions is (1) to provide relief for absences of regular and Probationary Period employees, (2) to provide staff for short-term projects, and (3) to supplement existing staffing levels.

As a Flex Staff employee, you are NOT eligible for:

- Step progression pay adjustments
- ~~Medical, dental or other~~ insurance benefits **other than medical, dental, and/or vision**
- Layoff rights
- Vacation, holiday or sick leave benefits, **apart from four hours of additional holiday pay if you work on a holiday**
- ~~Job bidding~~

You are eligible for:

- Retirement benefits after six months of employment

- **Medical, dental, and/or vision insurance benefits at your cost**
- Sick leave per the Oregon sick time law
- Shift differential
- Tuition discount (if regularly working over 0.5 FTE)
- Applying the experience gained as a Flex Staff employee toward the minimum experience requirement of the applicable employment classification

Rate of pay may be negotiated individually between the employee and supervisor at any time.

Information regarding classification pay ranges can be obtained from the OHSU **Labor Relations** ~~Human Resources Department~~.

Copies of the Flex Staff Agreement between OHSU and AFSCME can be found in Appendix B of the parties' Labor Agreement or may be obtained by contacting either **Labor Relations** ~~the Human Resources Department~~ or AFSCME Local 328.

The revisions to this letter reflect the changes made to the rest of Appendix B.

APPENDIX C

Employee Benefits Council

Section 1 – Purpose

The Employer, **AFSCME Local 328 and Local 4820 (House Officers Union)**, ~~the Union~~ and the Oregon Nurses Association (ONA) have become partners in the determination of plan design and types of benefits to be provided to OHSU employees. This partnership is known as the Employee Benefits Council (hereinafter referred to as the Council) which includes the following purposes, subject to the provisions of Sections 3 and 5 **of this Appendix C (Employee Benefits Council)** ~~herein~~:

Neutral. This addition reflects the fact that the House Officers Union now has a representative on the EBC.

- Determine the plan design and types of benefits (Medical, Dental, Disability, Life and Health Promotion) to be offered to OHSU employees and early retirees, including the coordination of insurance benefits and cash back opportunities;
- Develop and approve rules governing enrollment and eligibility;

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

Section 2 – Membership

Membership of the Council shall be structured as follows: Four (4) representatives appointed by **AFSCME Local 328, one (1) representative appointed by AFSCME Local 4820**~~the Union~~, two (2) representatives appointed by the ONA, and **seven (7)**~~six (6)~~ representatives appointed by the Employer.

Section 3 – Decision Making

Every reasonable attempt will be made to make consensus-based decisions utilizing evaluative criteria developed by the Council. If consensus fails, the matter(s) will be voted by the parties collectively (e.g., ONA **two (2)**~~one (1)~~ votes, AFSCME **Local 328 four (4)**~~two (2)~~ votes, **AFSCME Local 4820 one (1) vote**, and the Employer **seven (7)**~~three (3)~~ votes). If the Council is still unable to reach a decision, the matter(s) in dispute shall be referred to the OSHU President or ~~his/her~~ **their** designee, whose decision shall be final and binding on the Council, the Employer, the Union and the ONA. ~~Two (2) Union,~~ **Three (3) AFSCME**, one (1) ONA and **four (4)**~~three (3)~~ Employer Council members shall constitute a quorum.

Neutral. These changes reflect the fact that the House Officers Union now has a representative on the EBC.

Evaluative criteria, which the Council may modify at any time, shall be as follows:

- Does the decision lead to a responsible cost-benefit relationship?

- To what extent will participants in the plans be satisfied with the decision?
- Does the decision enhance the Employer’s long-term viability?
- Are the current and potential economic fluctuations of the industry fully recognized?
- Will participants be able to understand the benefit structure that will result from the decision made?
- Is the decision made of the highest ethical quality, so that full disclosure of the results can be made?
- Does the decision lead to administrative procedures that assure a fast response to participants’ problems?

Section 4 - Meetings

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

Section 5 - Impact on Collective Bargaining Agreements

The Council has no authority to make decisions or promulgate rules that in any way conflict with the provisions of the parties’ Agreement. The Council may make modifications to Sections 1 through 4 of this appendix utilizing the decision-making process described in Section 3.

APPENDIX D

Just Cause Standard

The following questions will assist the parties in determining whether or not the “just cause” standard has been properly applied in instances involving the discipline or discharge of an employee as specified in Article 23 – Discipline and Discharge:

1. Did the Employer provide the employee with forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee’s conduct?

2. Is the Employer's rule, order or policy at issue reasonably related to the orderly, efficient and safe operation of the Employer's business, and to the performance that the Employer might properly expect of its employee?
3. Did the Employer, before administering discipline to the employee, make an effort to discover whether the employee did in fact violate or disobey a rule, order or policy of the Employer?
4. Was the Employer's investigation conducted fairly and objectively?
5. During the investigation did the Employer obtain substantial evidence or proof that the employee engaged in the conduct for which the employee is being disciplined?
6. Has the Employer applied its rules, orders, and discipline for the infraction involved evenhandedly and without discrimination against the employee?
7. Was the degree of discipline administered by the Employer reasonably related to the seriousness of the employee's offense and the performance record of the employee?

APPENDIX FE

Severance Program

A. Purpose. The severance program described herein is designed to provide a one-time benefit to employees for financial support during a period of employment transition.

B. Eligibility.

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

- Regularly scheduled to work at least 20 hours per week and a .5 FTE or more;
- Involuntarily terminated due to program closure, position elimination or reorganization;
and
- Notified by Human Resources of eligibility for severance benefits.

Severance benefits are not available to employees who:

- Are working in temporary, limited duration, flex or relief positions;
- Are in their probationary period;
- Resign from their employment position*; or

- Are given notice of termination for reasons other than those identified above.
- * Although the severance program is not designed as a voluntary program, managers may, at their discretion, offer the severance benefits described below to an employee who volunteers to be laid off, provided the employee is otherwise eligible.

C. Conditions.

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

2. Separation agreement. Employees who wish to accept severance benefits will be required to sign a separation agreement prior to remittance of any severance benefits and to wait for the expiration of any potential revocation window. The separation agreement will include, but will not be limited to, a waiver and release of claims against the Employer, an agreement not to solicit the Employer's employees, and an agreement to repay a pro-rata amount of severance benefits received if the employee is rehired by the Employer.

3. Waiver of other contract rights. Any employee who accepts severance benefits in accordance with this program automatically waives all layoff and placement rights provided for under Article 19 of the Agreement.

D. Severance Benefits.

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

- The maximum pay benefit under this provision shall be 26 weeks.
- Severance payments will be eligible for pension contributions.

- Any payments made for COBRA or other health and welfare benefits will not be eligible for pension contributions.
- For retirees, completed years of service are calculated from the rehire date following retirement.

2. Continuation of benefits. For employees who timely select continuation of medical and dental insurance coverage under COBRA, the Employer will continue to contribute toward the cost of such coverage at the same contribution level as before for the length of the severance pay period (see chart below). An employee may, in lieu of continuing coverage under COBRA, elect to receive the cash equivalent of the COBRA subsidy amount.

3. Contracting severance benefit. Any regular non-probationary employee, regardless of FTE status, who is displaced as a result of contracting or subcontracting bargaining unit work as described in Section 6.13 (**Contracting Out Services**) of the Agreement and who otherwise qualifies for severance benefits under this appendix shall, in lieu of the pay provisions set forth in Paragraph D.1 above, receive severance pay as follows:

- a. Employees with at least one (1) but less than five (5) fully completed years of service shall receive four (4) weeks of base pay.
- b. Employees with five (5) years of service shall receive five (5) weeks of base pay.
- c. Employees with six (6) or more years of service shall receive two (2) weeks of base pay for each fully completed year of service.
- d. Employees with fifteen (15) or more years of service shall receive thirty (30) weeks of base pay plus three (3) weeks of base pay for each fully completed year of service beyond 15 years. (For example, an employee with 20 fully completed years of service will receive 45 weeks of base pay.)

The additional severance pay available under this Paragraph D.3 shall not affect the months of COBRA subsidy under Paragraph D.2 and the chart below.

4. Outplacement. Employees may access outplacement services through either the Career and Workplace Enhancement (CWE) Center or the Employee Assistance Program (EAP). The CWE Center may offer classes on career networking, resume writing and job interviewing. Employees will have access to these classes up to 60 days after termination of employment. The EAP offers, in addition to phone and web-based services, up to three face-to-

face counseling sessions. All EAP services are available to employees and their dependents for 60 days after termination of employment.

5. **Cashout.** Affected employees will also be eligible for cash-out of unused vacation leave in accordance with Section 12.6 (**Cashout of Accrued Time**) of the Agreement. The chart below outlines the severance benefit and COBRA subsidy based on length of service:

Length of Service	Weeks of Pay	Months of COBRA Subsidy
Up to 5 years	4	1
5 to <6 years	5	2
6 to <7 years	6	2
7 to <8 years	7	2
8 to <9 years	8	2
9 to <10 years	9	3
10 to <11 years	10	3
11 to <12 years	11	3
12 to <13 years	12	3
13 to <14 years	13	4
14 to <15 years	14	4
15 to <16 years	15	4
16 to <17 years	16	4
17 to <18 years	17	5
18 to <19 years	18	5
19 to <20 years	19	5
20 to <21 years	20	5
21 to <22 years	21	6
22 to <23 years	22	6
23 to <24 years	23	6
24 to <25 years	24	6
25 to <26 years	25	7
26 years or more	26	7

APPENDIX GF

Guidelines on Reaching Consensus

Developing a consensus agreement can be an effective way for a work group to modify certain parts of the contract based on their unique way of working together. Section 5.35 (**Consensus**) defines which sections are appropriate for consensus agreements ~~under this contract.~~

A. Resources~~Process and Timeline for Reaching a Consensus Agreement~~

There are a variety of OHSU and AFSCME resources to help your work group develop a consensus agreement. HR business partners and designated union representatives can help facilitate or answer questions. The Union and Employer have a repository of sample agreements.

The Career and Workplace Enhancement Center has a variety of helpful courses and can provide workshops for teams. They also have a variety of useful books and other materials available on good negotiations. They can provide:

- Interest-based problem-solving materials
- “How to Develop Consensus in the Workplace” workbook
- Common Interests List
- Consensus Agreement Template

Work groups wishing to obtain any of these resources may request them via email from the CWE Center at cwecenter@ohsu.edu.

This list used to appear at the end of this appendix.

Process and Timeline for Reaching a Consensus Agreement

Getting Organized

A small Consensus Exploration Committee (CEC) should meet and discuss feasibility of developing an agreement. This meeting shall include managers and supervisors, as well as a subset of AFSCME-represented employees, whoas they will be affected by the agreement. Agreements that modify parts of the contract not listed in Section 5.~~35~~ **(Consensus)** or that are overly-burdensome to administer are not permissiblefeasible. The following are the CEC’s responsibility:

1. Develop and implement a communication plan so that everyone directly affected by the agreement can have their interests heard and can participate. The plan should incorporate communication methods established and understood by the work group. Timelines should also be set. Large or multi-location work groups may need to choose representatives, or

other participation methods—see “How to Develop Consensus in the Workplace” workbook for ideas.

2. Identify why the current contract language doesn't meet the needs of the work group.
3. Discuss interests and brainstorm solutions with the work group, according to the communication plan. Refer to the Consensus Agreement Template for required elements.
4. After consulting with the work group, create a proposed consensus agreement based on the ideas that best resolve the issues; request help **from one of the above listed resources** if a facilitator is needed.
5. When the work group decides that consensus may be reached, test for consensus by putting the proposal out for vote. While it's important that everyone in the work group can support the proposal, if at least 80% of the work group **members who vote, including management representatives, vote in favor of** reach agreement on the proposal then consensus is reached. Remember, supporting may not mean 100% agreement with the proposal.
6. Finalize the written Consensus Agreement using the template, making sure it includes all the required elements.

These revisions are clarifications of the process.

Implementation

If consensus on the agreement is reached the manager or designee is responsible for the following:

1. Send a copy to **Labor Relations at laborrelations@ohsu.edu** ~~your HR business partner~~ and **to the Union at getsmart@oregonafcme.org** ~~staff~~.
2. **Email a copy to affected AFSCME represented employees, managers and supervisors. In departments where computer access is limited, Post where all affected employees can access it. In departments with employees who speak English as a second language, the Employer will make a good-faith effort to provide translations and/or interpreting to enable such employees to review the consensus agreement.**

3. Provide it to new employees when they join the work group.
4. Consensus agreements expire at the end of the contract. Remember, the language of the contract may change and all agreements will ~~need to be~~ **subject to** reviewed, **modification or removal**. Agreements should be reviewed annually to ensure they meet the needs of the department and employees. **For all work groups with a Labor Management Committee (LMC), the unit-level LMC should conduct an annual review of the agreement as well.**

This is a gain. These changes will ensure that affected employees are better aware of any consensus agreements affecting their work unit.

B. Tips on Reaching Consensus

- Encourage participation by all. Make sure you have a good communication plan to communicate with those who are unable to actively participate in the consensus development process.
- Be committed to developing a solution that is fair for everyone and meets everyone's interests as much as possible. Approach the problem with an open mind, not a preconceived solution.
- Communicate effectively. Listen actively. Pay attention to others. Ask clarifying questions. Assume good intent. Openly express interests, opinions, feelings, and ideas. Confirm that others understand.
- While any individual may disagree with a potential decision, that individual must search for alternatives. If an alternative solution is not forthcoming, the individual who disagrees with the potential decision must reevaluate ~~his or her~~ **their** position in consideration of the goal of reaching agreement on the issue.
- Once the solution is reached, all members of the group must be committed to the solution. Even though an individual may not completely agree with the solution, ~~he or she~~ **they** agrees to support it. The involved group collectively agrees that the decision is the best solution for the group at this time. It is important to have realistic expectations, with an understanding that this process will not solve all problems or eliminate conflict.

C. Resources

There are a variety of resources at OHSU to help your work group develop a consensus agreement.

- HR business partners and the Union can help facilitate or answer questions.
- The Union and Employer are currently developing a repository of sample agreements.

The CWE Center has a variety of helpful courses and can provide workshops for teams. They also have a variety of useful books and other materials available on good negotiations. They can provide:

- Interest Based Problem Solving materials
- “How to Develop Consensus in the Workplace” workbook
- Common Interests list
- Consensus Agreement Template

This list of resources now appears at the beginning of this appendix.

APPENDIX GE

Voluntary Waiver of Daily Overtime

Employee Name: _____ ID#: _____

Original Hire Date: _____ Email: _____

Phone: _____ Fax: _____

Department: _____ Supervisor: _____

The purpose of this waiver is to allow employees flexibility with their work day schedule as approved by the employee's department and, when required, an authorized representative of the Union. To this end, an employee wishing to continue working at the end of his/her their normal work day may continue to do so with approval of his/her their supervisor and without incurring overtime, while foregoing an equal number of work hours in subsequent days within the same work week. This waiver may be initiated either by the employee or his/her their supervisor, provided that the waiver is for the employee's benefit.

Reason for Waiver: _____

I, _____, do hereby agree to waive overtime otherwise due me for hours worked in excess of my regular shift length of at least eight (8) hours per day. This waiver is for my own benefit. I agree that I will not be eligible for overtime compensation (time and one-half times my regular hourly rate of pay) except for hours worked in excess of forty (40) hours in a work week - regardless of the number of hours I work in a day within such work week. This Agreement supersedes and negates the overtime provisions of Article 9.1 of the OHSU/AFSCME Collective Bargaining Agreement for as long as this waiver remains in effect. I understand that I may cancel this waiver at any time by written notification to the OHSU Payroll Department. Any such decision shall become effective with the next full pay period following proper notification. This waiver may also be rescinded by the Department by providing the Payroll Department and me with notification of its termination effective with the next full pay period.

I understand that this Agreement will become effective with the next bi-weekly pay period following signature of the parties noted below and receipt by the OHSU Payroll Department.

Supervisor Approval

Employee Approval

Date

Date

UNION APPROVAL: Union approval is required only when an employee is serving an initial probationary period or an internal job change evaluation period.

Approved Denied Date: _____

Reason for Denial:

Union Contact: _____ Phone: _____ Email: _____

Directions for Employee:

If union approval is required, fax to AFSCME for approval at (503) 239-9441

Once all appropriate approvals are obtained, route the completed form to Payroll at paycheck@ohsu.edu, your supervisor, and the union at (503) 239-9441

APPENDIX H

Voluntary Waiver of Shift Differential

Employee Name: _____ ID#: _____

Original Hire Date: _____ Email: _____

Phone: _____ Fax: _____

Department: _____ Supervisor: _____

The purpose of this waiver is to allow employees flexibility with their work day schedule as approved by the employee's supervisor. To this end, an employee wishing to work a flexible schedule during hours that would normally qualify for payment of shift differential under Section 10.1 may do so without receiving shift differential pay with approval of ~~his/her~~ their supervisor. This waiver may be initiated either by the employee or ~~his/her~~ their supervisor, provided that the waiver is for the purpose of allowing the employee flexibility in ~~his or her~~ their work day schedule. The Employer will provide a copy of the signed waiver to the Union.

Reason for Waiver:

I, _____, do hereby agree to waive shift differential pay otherwise due to me. This waiver is for my own benefit. This waiver supersedes and negates the shift differential provisions of Section 10.1 of the OHSU/AFSCME Collective Bargaining Agreement for as long as this waiver remains in effect. The waiver will remain in effect until cancelled by me or my supervisor. I understand that I may cancel the waiver at any time by written notification to the OHSU Payroll Department and my supervisor. Any such decision shall become effective with the next full pay period following proper notification. This waiver may also be rescinded by OHSU by providing me with notification of its termination effective the next full pay period.

This waiver applies specifically to: evening shift differential and/or night shift differential.

I understand that this Agreement will become effective with the next bi-weekly pay period following signature of the parties noted below and receipt by the OHSU Payroll Department.

Supervisor Approval

Employee Approval

Date

Date

UNION APPROVAL:

Approved Denied Date: _____

Reason for Denial:

Union Contact: _____ Phone: _____ Email:

Directions for Employee:

If union approval is required, fax to AFSCME for approval at (503) 239-9441

Once all appropriate approvals are obtained, route the completed form to Payroll at paycheck@ohsu.edu and your supervisor.

APPENDIX I

Voluntary Waiver of Weekend Differential

<u>Employee Name</u>	<u>ID#</u>
<u>Original Hire Date</u>	<u>Email</u>
<u>Phone</u>	<u>Fax</u>
<u>Department</u>	<u>Supervisor</u>

The purpose of this waiver is to allow employees flexibility with their work day schedule as approved by the employee's department and, when required, an authorized representative of the Union. To this end, an employee wishing to periodically work on the weekend may continue to do so with approval of his/her their supervisor and without incurring weekend differential, while foregoing an equal number of work hours within the same work week. This waiver may be initiated either by the employee or his/her their supervisor, provided that the waiver is for the employee's benefit. Employees who are regularly scheduled to work on weekends may not utilize this waiver.

Reason for Waiver: _____

I, _____, do hereby agree to waive weekend differential otherwise due me for hours worked between 11:00 p.m. Friday through 11:00 p.m. Sunday. This waiver is for my own benefit. I agree that I will not be eligible for weekend differential (\$1.50 per hour) for hours worked between 11:00 p.m. Friday through 11:00 p.m. Sunday. This Agreement supersedes and negates the weekend differential provisions of Article 10.11 of the OHSU/AFSCME Collective Bargaining Agreement for as long as this waiver remains in effect. I understand that I may cancel this waiver at any time by written notification to the OHSU Payroll Department. Any such decision shall become effective with the next full pay period following proper notification. This waiver may also be rescinded by the Department by providing the Payroll Department and me with notification of its termination effective with the next full pay period.

I understand that this Agreement will become effective with the next bi-weekly pay period following signature of the parties noted below and receipt by the OHSU Payroll Department.

<u>Supervisor Approval</u>	<u>Employee Approval</u>
----------------------------	--------------------------

<u>Date</u>	<u>Date</u>
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UNION APPROVAL: Union approval is required only when an employee is serving an initial probationary period or an internal job change evaluation period.

Approved Denied Date: _____

Reason for Denial: _____

Union Contact: _____ Phone: _____ Email: _____

Directions for Employee:

If union approval is required, fax to AFSCME for approval at (503) 239-9441

Once all appropriate approvals are obtained, route the completed form to Payroll at paycheck@ohsu.edu, your supervisor, and the union at (503) 239-9441.

Neutral. The weekend-differential waiver is being added to the contract.

APPENDIX J

Diversity, Equity, and Inclusion

This new appendix is a big gain for our membership. It better outlines the process to handle complaints of discrimination or harassment, lays out OHSU's responsibilities re: ensuring employees' safety from harassment, discrimination and violence and requires OHSU to provide our union with reports of cases of harassment and discrimination.

1. Definitions

Abusive Imagery and Other Forms of Harassment. Harassment may include, but is not limited to, verbal statements or nonverbal or physical conduct, graphic or written statements, threats, slurs, and symbols used to intimidate or harass (including symbols of racist violence such as Confederate or Nazi flags, burning crosses, and nooses).

Bullying. Harmful interpersonal aggression by words or actions that humiliate, degrade, demean, intimidate, and/or threaten an individual or individuals, and which is sufficiently pervasive, persistent, and/or severe that a reasonable person would be excluded from participation in or denied the benefits of the OHSU's educational or work programs or activities. Bullying includes but is not limited to hazing, yelling and belittling.

Discrimination and Harassment. OHSU prohibits both discrimination and harassment. Discrimination is defined as an adverse action taken against an individual or group on the basis of the individual's or group's protected characteristic(s). An adverse action includes an action that significantly changes the terms and conditions of employment. Harassment is defined as unwelcome verbal or physical conduct based on a protected characteristic that is sufficiently severe or pervasive that it substantially interferes with an individual's employment, education or access to university programs, activities, or opportunities, and would have such an effect on a reasonable person who is similarly situated. Harassment may include, but is not limited to, verbal statements or nonverbal or physical conduct, graphic or written statements, threats, assigning duties based on gender, slurs, symbols (including symbols of racist violence such as Confederate or Nazi flags, burning crosses and nooses), microaggressions, and misgendering. Whether the alleged conduct unreasonably interferes depends on the totality of the particular

circumstances, including the nature, frequency and duration of the conduct in question, the location and context in which it occurs, and the status of the individuals involved.

OHSU Member. OHSU employees; students and trainees; volunteers; visiting faculty, researchers and healthcare providers; contracted employees and vendors, and others who work for or on behalf of OHSU.

Reasonable Person. As defined consistent with EEOC guidance and applicable law.

Projected Characteristic. OHSU Policy prohibits discrimination against any person because of their real or perceived “protected characteristic,” including race, color, religion, national origin, sex, sexual orientation, gender identity or expression, pregnancy (including pregnancy-related conditions), age, disability (including physical or mental disability), genetic information (including family medical history), ancestry, caste, marital or familial status, citizenship, service in the uniformed services (all as defined in federal or state law), veteran status, expunged criminal record, use of leave protected by state or federal law, use of the worker’s compensation system, and/or any other status protected by law.

Sexual Harassment. Unwelcome conduct of a sexual nature (such as unwelcome sexual advances, requests for sexual favors, inappropriate sexual/ imagery and other verbal or physical conduct of a sexual nature) when:

a. Submission to such conduct is made either explicitly or implicitly a term or condition of the individual’s employment, academic experience or participation in any OHSU program or activity (quid pro quo); or

b. Such conduct is sufficiently severe or pervasive that it has the effect, intended or unintended, of unreasonably interfering with an individual’s work performance or it has created an intimidating, hostile or offensive environment and would have such an effect on a reasonable person.

Workplace Violence. Workplace violence is (1) any violence; or (2) any behavior, communications, or conduct that would cause a reasonable person to fear violence, except in defense of oneself from physical violence if there is no other option.

This section defines various types of harassment and other relevant terms.

2. Complaints of Distribution or Harassment. Employees are strongly encouraged to file all complaints alleging discrimination or harassment of a protected

status as identified above with the Employer through its Affirmative Action Equal Opportunity (AAEO) Department. Alternatively, employees may file a complaint with the Union, Integrity Department, the Human Resources Department, the employee's manager, or the appropriate state or federal agency for resolution. The complaint shall be processed under the Employer's rules pertaining to discrimination complaints. If the complaint is not satisfactorily resolved by the Employer's process, it may be grieved or submitted to the appropriate state or federal agency for resolution. Investigations other than those made or referred to OHSU's civil rights investigative department (currently AAEO) should not exceed sixty (60) days unless all parties agree to an extension. Requests for extensions shall not be unreasonably denied. Reports formally investigated by OHSU's civil rights investigative department (currently AAEO) shall be completed as expeditiously as possible, taking into account the due process rights of both parties. The Employer shall strive to update the Union and grievant on the progress of the investigation on a bi-weekly basis, and will meet with the union at least monthly to discuss grievances.

This section summarizes the complaint process.

3. Immigration Status Safety. No OHSU member, in their capacity as an employee or using the Employer's records, shall, except as required by applicable law, report OHSU members or their families to U.S. Immigration and Customs Enforcement or U.S. Customs and Border Protection or cooperate with any investigation involving these agencies. Violations of this article may result in disciplinary action. Employees may review OHSU's immigration FAQ on O2 for more information on how to interact with an ICE officer.

This section references the employer's stance on immigration status.

4. Interim Actions. If a bargaining unit member is involved with or impacted by an allegation of harassment or discrimination on the basis of a protected characteristic, OHSU will evaluate whether interim actions, including but not limited to paid administrative leave, safety planning, or changing reporting lines, are appropriate, and will implement such actions as necessary.

This section gives a mechanism for OHSU to implement protective actions when a harassment/discrimination complaint is made.

5. Safety from Harassment, Discrimination, and Violence.

5.1 Employer Responsibilities. The Employer shall ensure that the workplace is free from discrimination, harassment, and violence as defined in paragraph 1 (Definitions) of this Appendix and in accordance with federal and state regulations. The Employer will ensure that all OHSU Members (as defined in paragraph 1 of this Appendix) , patients and visitors are provided with the appropriate information and training, where applicable, to comply with such regulations.

The Employer will make a good-faith effort to become aware of and track incidents of harassment and discrimination and will take action in a timely manner when needed. The Employer will inform employees who make a formal report discrimination or harassment of their right to file a complaint with workers' compensation(if applicable), the Oregon Bureau of Labor and Industries (BOLI) or the U.S. Equal Employment Opportunity Commission (EEOC) when applicable. While conducting an investigation into harassment and discrimination allegations, the Employer will remind all relevant parties that it is an OHSU requirement to cooperate fully in an authorized internal investigation.

This section strengthens the language around OHSU's responsibilities.

5.2 Violations by OHSU Members. It shall be a violation of this Appendix for any bargaining unit member to engage in discrimination or harassment as defined in paragraph 1 of this Appendix . Violations of the terms of this Appendix may be considered just cause for disciplinary action, up to and including dismissal. Violations of OHSU's discrimination, harassment and retaliation policies, including by non-bargaining-unit members, may also be considered just cause for disciplinary action, up to and including dismissal.

This section states that all OHSU may face disciplinary actions for violating OHSU's policies around harassment and discrimination.

5.3 Violations by Patients or Visitors. OHSU will take immediate action to protect a directly impacted OHSU bargaining unit member and all other impacted, or potentially impacted, OHSU members from a patient or visitor exhibiting violent conduct or harassing behavior, as defined in paragraph 1 of this Appendix. If the Employer fails to take action to alleviate a workplace threat or assault, the impacted OHSU member shall have the right to file a formal complaint with workers' compensation, the BOLI or the EEOC as applicable.

This section makes it clearer that the employer also has a responsibility to protect employees from patients and visitors who engage in harassment and violence.

6. Limited Reopener. For the limited purpose of harmonizing the language of this Appendix with revised policies established by the Covington Committees, and potentially moving language into the body of this Agreement, either party may reopen this Appendix and only this Appendix for bargaining once per calendar year with thirty (30) days' notice to the other party.

This section gives the parties an opportunity to reopen this appendix to incorporate Covington Committee policies as needed.

MEMORANDUM OF UNDERSTANDING #1

Drug and Alcohol Testing

1. Drug and Alcohol Free Workplace

To promote the health, safety and productivity of employees, it is the Employer's policy to provide a drug and alcohol-free workplace. To support this goal, the Employer has established a testing program consisting of pre-employment testing of applicants for employment in specified positions. The Employer may also conduct testing of employees transferring to testable positions from non-testable positions in accordance with the provisions set forth below. The Employer and the Union have further established a program of for cause testing for employees who are under suspicion of being under the influence of controlled substances while at work and that program is incorporated in this memorandum.

2. Drug Testing for Testable Positions

A testable position is a position that the Human Resources Department has designated for drug testing. Testable positions include all direct patient care positions and those involving work that would pose a substantial risk to any person's safety if the individual performing the duties of the position were impaired by drug or alcohol use. A list of testable positions shall be maintained in the Human Resources Department and shall be made available upon request. The Employer will provide to the Union criteria used to determine testable positions.

The Employer maintains a pre-employment testing program of external applicants in testable positions. The Employer may also conduct post-offer testing of an internal employee applicant who is transferring from a non-testable position to a testable position, or from a testable position to another testable position if the employee has not been tested before. The Employer shall provide clear notice to internal applicants of any posted position designated as testable.

The Employer may also conduct drug testing of employees in non-testable positions who perform Work Out of Class in testable positions. An employee who has been tested for a Work Out of Class position who subsequently transfers to that position will not be re-tested. Employer shall provide clear notice to Work Out of Class candidates of any position designated as testable.

3. For Cause Drug and Alcohol Testing

Random drug testing is not permitted.

Reasonable cause for drug and alcohol testing should include conduct and/or current indicators of impairment such as the following:

Recent conduct/behavior:

- Disregard for safety of others
- Taking needless risks
- Unexplained “disappearances” from the job
- Lapses in concentration or coordination
- Complaints from co-workers
- Poor judgment/increased mistakes
- Observed impairment of job performance
- Serious workplace accident with a degree of employee fault or which might have been prevented by employee behavior
- A workplace accident following a series of similar accidents which results in injury, financial loss or equipment damage
- Evidence of drug tampering in the employee’s workplace
- Other erratic conduct or behavior

Current indicators:

- Odor of alcohol
- Slurred speech
- Bizarre behavior
- Lack of muscular coordination or control
- Violent behavior
- Excessively active/drowsy
- Inability to verbalize
- Presence of drug paraphernalia
- Deteriorating physical appearance or hygiene

Observations such as the above factors may cause a supervisor to request a reasonable suspicion evaluation.

One employee who is trained to evaluate reasonable suspicion will meet with the employee. The evaluator must agree with the supervisor that the employee exhibits reasonable suspicion of impairment due to drug or alcohol use.

An evaluator is defined as any employee who has been given “reasonable evaluation” training. Reasonable evaluation training will be made available to all managers, safety teams, and Union stewards. Stewards will not be required to perform reasonable suspicion evaluations on bargaining unit members.

Requirements (and Testing Procedures)

a. An employee who has been determined to be exhibiting reasonable suspicion of impairment may be required to submit to a drug or alcohol test and the evaluators shall record their observations and conclusions on a form provided by the Employer.

b. The employee to be screened shall be relieved of ~~his/her~~ **their** duties and arrangements will be made for administration of the test. The employee shall remain on paid status until the testing process is complete and the employee returns either to work or home as appropriate. If the Employer determines that the employee should not work until the test results are received and evaluated by the Employer, the employee shall be placed on paid administrative leave status until such time as the Employer’s evaluation is complete. Refusal or failure to submit to testing is cause for disciplinary action.

c. Tests will be paid for by the Employer.

4. Confidentiality

Test results shall be made available on a need to know basis and in accordance with federal and state laws. Employees may be asked to provide information as necessary to interpret drug screen results. Such information will be considered confidential.

5. Protocols

The Employer shall implement the requirements of this policy and establish protocols for testing. At a minimum such protocols shall comply with ORS 438.435, as revised, and shall include the following:

Testing administrator: Employees shall not be tested by the Employer. Testing shall be conducted by a third-party laboratory that is certified by the appropriate certifying agency. The sample may be collected in OHSU locations mutually designated by the Employer and the

Union, provided that the confidentiality and privacy of the employee is preserved, or at a certified testing laboratory facility as determined by the Employer.

Testing mechanisms: Except for breathalyzer tests, a split sample shall be taken so that in the event of a positive test a confirming test shall be made by the use of Gas Chromatography/Mass Spectrometry method. If at any time a test is developed with a higher rate of reliability than the GC/MS test, then it shall be used for the confirmatory test.

Sample Procedures: Prior to testing, the employee's supervisor shall present and read to the employee a statement of the employee's rights under this article prepared by jointly by the Union and the Employer. At the test site, the employee will be required to list all medications/drugs currently being used by the employee on a form supplied by the testing facility. This list will be used by the facility only for test determination purposes. Testing will be limited to urine specimens and/or sampling via breathalyzer for reasonable suspicion of being under the influence of alcohol; no employee will be required to take a blood test. The sample shall be taken in such a manner as to insure the authenticity and reliability of the sample and the confidentiality of the employee.

For urine tests, the sample will be divided into two equal parts, separately sealed, labeled and stored. The first sample will be used for the test and the confirmatory test in the event that the initial test is positive. In the event the initial drug screen and confirmatory test are positive, the second sample will be available to the employee to have tested at a laboratory of the employee's own choosing at the employee's request.

Employees shall have the right of Union representation during the process up until the sample is collected and shall be so advised by the employer at the time the supervisor requests a reasonable suspicion evaluation. However, the absence of an available steward shall not delay for more than 45 minutes the timely obtaining of a sample.

If at any point in this process the results of the screen are negative, the process shall be halted; the employee shall be given a copy of all records relating to the drug and/or alcohol test,

including the reasonable suspicion evaluation, developed during the process; and all records of the process in the Employer's possession shall be destroyed following the pendency of the grievance period, provided the employee has filed no grievance or other administrative or legal appeal. The records to be destroyed are those directly related to and referencing the drug and/or alcohol testing process. Documentation of employee conduct during the period of time in question which does not reference the drug and/or alcohol test may be maintained.

An employee who tests positive shall be given a copy of all records developed during the process and be treated in accordance with Section 8 below.

If the results of the test are negative, the employee and the Union may challenge through the grievance procedure whether reasonable suspicion existed at the time the test was ordered. However, if the employee elects to challenge whether reasonable suspicion existed, the Employer will have the right to retain all documentation which reasonably supports the Employer's position.

If the results are positive, neither the Union nor the employee shall have the right to challenge whether reasonable suspicion existed for the ordering of the test.

6. Waiver of Test

Employees with no previous deferral of discipline for substance abuse may waive a test by agreeing to enter rehabilitation. The Employer shall have the right to deny such right of waiver if it has reasonable suspicion of diversion of drugs or other offenses of an equally serious nature. A waiver shall be deemed to be the equivalent of a positive test result.

7. Training

The Union and the Employer shall mutually agree on the training program used to train employees in making a "reasonable suspicion" determination.

8. Rehabilitation

The Employer recognizes that employees are the organization's most valuable resource and is committed to maintaining their safety, health and well-being. Abuse of alcohol and drugs is recognized as an illness that can be abated through drug screening, education, treatment and rehabilitation. To that end, employees with drug and/or alcohol problems are encouraged to seek professional assistance. The Employer has adopted this rehabilitation policy to help employees whenever possible before taking disciplinary action. All requests for assistance and the results of treatment and counseling shall be kept as confidential as reasonably possible.

Employees should contact the Benefits Office in Human Resources for information about available coverage for or the use of sick time, other paid or unpaid leave of absence or state and federal leave to participate in treatment. The Employer offers an Employee Assistance Program (EAP) and employees seeking assistance can contact the EAP or other designated Employer-approved programs for confidential professional assistance. Questions to the Benefits Office and/or the EAP will be handled in confidence. It is the Employer's policy to make every reasonable effort to safeguard the confidentiality of any request for employee assistance.

9. Discipline, Referral Agreement and Return to Work Agreement

Referral Agreement

While employees who violate this policy may be disciplined, it is the Employer's intent to correct problems associated with drug and alcohol abuse through referring first time offenders to the contracted EAP or other approved rehabilitation programs. If the EAP or another approved rehabilitation program recommends a course of treatment, that recommendation shall be the basis for a Referral Agreement. Referral agreements are entered into for the purpose of setting the conditions under which the employee may defer discipline. Therefore, when an employee voluntarily enters into rehabilitation in lieu of a required test or when ~~he/she~~ **they** receives a positive test result, disciplinary action related to a positive test or voluntary disclosure will be withheld, pending satisfactory completion of the referral agreement requirements. Only

employees found to be suitable for rehabilitative treatment will be eligible for deferral of discipline.

Employees who waive the test or employees who test positive may access sick leave, vacation and/or comp time in lieu of administrative leave without pay during the period of time between the waiver or positive test result and the time the employee returns to work under the Return to Work Agreement. The Employer may place the employee on administrative leave with pay during such period at the Employer's discretion. Employees shall be advised that they may be eligible for FMLA leave during this period and that they should work with their health care provider to make this determination.

Employees who test positive may be subject to disciplinary action up to and including discharge, or to a requirement that the employee enroll in a rehabilitation, treatment or counseling program.

Other than when exercising waiver in accordance with Section 6 above, employees who refuse to test, or who interfere or subvert the testing process, are considered to be insubordinate and subject to appropriate discipline.

The terms and conditions of each referral agreement will be put in writing and signed by the employee, the Union and the Employer. At the employee's request the requirement for Union signature may be waived but agreements made without the Union's signature will not be precedent setting. Each referral agreement will contain some basic core requirements but will be designed giving consideration to the individual's circumstances.

Return to Work Agreement

The Employer may require an employee to participate in an Employer-approved education or rehabilitation program. Employees who do so before their drug or alcohol problem leads to initial or future performance problems will be supported in their efforts to seek help. Employees who delay seeking help will not be excused from consequences of their performance deficiencies.

Return to work agreements set the conditions under which the employee returns to work. Upon satisfactory completion of the terms of the Referral Agreement, the employee will enter into a Return to Work Agreement which may contain “last chance” provisions. Any discipline for the positive test will continue to be withheld pending successful completion of the terms of the Return to Work Agreement.

Employees will only be allowed to access rehabilitation in lieu of discipline one time. An employee who fails to cooperate, abandons or does not complete the terms of the Referral Agreement will receive all previously withheld discipline.

Whenever an employee agrees to a Referral Agreement and a subsequent Return to Work Agreement as a condition of continued employment, that employee shall continue to be subject to the same rules, working conditions and disciplinary procedures in effect for other employees.

An employee referred for inpatient treatment of substance abuse problems will be allowed to return to work when all terms of the referral agreement have been met and the Employer receives appropriate notification from the treatment facility that the employee has successfully completed ~~his/her~~ **their** course of treatment.

Employees who are referred to outpatient treatment will be permitted to return to work providing all other terms of the referral plan are met and the treatment provider agrees that returning the employee to work is consistent with the treatment plan.

Return to Work Agreements may include regular unannounced testing for a reasonable period as specified in the Return to Work Agreement.

One of the purposes of this program is to provide a safe workplace through treatment and rehabilitation of those identified as having a dependency problem. Accordingly, if the employee, during or after appropriate treatment and rehabilitation, again is found to be in violation of this policy ~~he/she~~ **they** will be subject to discipline up to and including termination of employment.

The Union and Employer have developed documents pursuant to this Memorandum of Understanding, including the Advice of Rights, the supervisor's checklist, and the reasonable evaluation training.

MEMORANDUM OF UNDERSTANDING #2
Potential Contributions to 403(b) Plan

AFSCME Local 328 ("Union") and Oregon Health & Science University ("Employer") hereby agree as follows:

For the biennium commencing July 2015 and for each biennium thereafter, if the average defined benefit pension cost for an employee participating in a PERS plan as of September 10, 2012 is less than six percent (6%) for the two-year average of the applicable biennium and the immediately preceding fiscal year, then the Employer will make a contribution to the employee's 403(b) plan during the applicable biennium equivalent to the difference in dollars between 6% and the two-year averaged pension rate. Contributions will be subject to IRS limitations and rules.

MEMORANDUM OF UNDERSTANDING #3
Telecommuting Task Force

~~OHSU and AFSCME Local 328 share a mutual interest in enhancing the availability of telecommuting opportunities for bargaining unit employees. As such, the parties agree to a joint telecommuting task force, which will include representatives of the Employer and a minimum of three (3) representatives of the Union. Bargaining unit employees will be paid for participation in task force meetings. A comprehensive review, recommendations and any requests for resources from this task force will be submitted to the Chief Financial Officer, who will act as executive sponsor of this task force.~~

Non-substantive — removes obsolete language.

MEMORANDUM OF UNDERSTANDING #3

Community Employment Committee

OHSU and AFSCME Local 328 recognize that the recruitment and retention of minorities is an ongoing mutual goal. To further that goal, the parties established a Community Employment Committee in 2016. The purpose of this Committee is to enhance employment and career development opportunities for underrepresented groups at OHSU, consistent with the Employer's strategic diversity goals reflected in its Affirmative Action Plans (APP). Committee tactics aim to enhance the retention and engagement of entry-level diverse employees who have experienced economic hardship. Further the Committee aims to increase the number of diverse new hires through workforce development initiatives that are aligned with OHSU's workforce planning goals, which may include identifying community partners who assist the Committee in accomplishing its goals.

The Union and the Employer will have an equal number of representatives on the Committee. Bargaining unit employees will receive paid time for participation in Committee meetings. The Committee will review and revise their strategic plan every 3 years. Recommendations of the Committee will be submitted for approval to the Vice President of Human Resources, the Director of Affirmative Action Equal Opportunity, and the Chief Diversity Officer.

MEMORANDUM OF UNDERSTANDING #4

Employee Resource Groups

AFSCME Local 328 ("Union") and Oregon Health & Science University ("Employer") hereby agree as follows:

1. The Employer will communicate to employees the value it places on employees participating in Employee Resource Groups ("ERGs").
2. While the granting of time off is at the manager's discretion, managers will engage in a good faith effort to release employees to attend ERG meetings if operations allow. Release time will be a combination of meal and rest periods where appropriate and up to one (1) hour per month of paid release time for attendance and travel to/from ERG meetings.

3. Attendance at ERG trainings, conferences and speaking events shall apply to the ~~ten (10)~~ **twenty-four** hour guarantee for job related training set forth in Section 22.1.1 (**Education and training hours**) of the parties' Agreement.

Neutral. This change brings the language into alignment with the changes to our education/training hours

MEMORANDUM OF UNDERSTANDING #5

Strategies for Reducing On-Call Work

AFSCME Local 328 ("Union") and Oregon Health & Science University ("Employer") hereby agree as follows:

Upon request by 30% or more of the employees in a work unit, a work unit committee may be formed to discuss strategies for reducing on-call work. Members of the committee may request process improvement resources to assist them, which will be provided on a first come first served basis.

MEMORANDUM OF UNDERSTANDING #6

~~Interfaith Locations, Interpretive Services, Safety Training, Translated Document and Gender Neutral Restrooms~~ Services for Employees Whose Primary Language is Not English

AFSCME Local 328 ("Union") and Oregon Health & Science University ("Employer") hereby agree as follows **on the importance of providing translations and interpreting services to employees whose primary language is not English. As such, the Union and the Employer agree on the following:**

This MOU has been completely revamped, to better meet the needs of our represented employees whose primary language is not English. This is a big gain for these employees.

1. ~~Interfaith locations.~~ Designated interfaith locations for prayer and meditation are posted on O2 **Translation Page in Collective Bargaining Agreement: Prior to the final formatting and packaging of this Agreement, the parties shall develop together verbiage explaining where to access translated copies of key articles in the Agreement on the Union's**

website. During the final formatting and packaging of this agreement, this verbiage shall be translated into the five languages other than English most used by bargaining unit employees. A page announcing the translated versions of the agreed upon verbiage shall appear in the agreement before the table of contents.

2. Translated Copies of Key Articles in this Agreement: After the Union and the Employer review and agree on the key articles to be translated and the cost of translation, the Union will arrange to have the key articles of this Agreement translated into the above languages, to be posted on the Union website. The Employer agrees to pay fifty percent (50%) of the cost of these translations. The Union is solely responsible for ensuring that the translated key articles of this Agreement replicate the language and intent of the English-language version of the Agreement. Grievances shall be based on and arbitrated using the English-language version of the Agreement.

The above two additions will make our contract more accessible to employees whose first language is not English.

3. Interpreting Services:-When notifying an employee of an investigatory or grievance meeting, the Employer will reference, in writing, the availability of interpreting services. Upon an employee's request, The employee will submit such a request as far in advance as possible. The Employer will provide the requested interpreting services at the an investigatory or grievance meeting and the meeting will be rescheduled for a reasonable time if interpreting services are unavailable. Unless otherwise requested by the employee, these interpreting services will be provided only by the Employer's Language Services Department or an outside vendor selected by the Employer. ~~The employee will submit such a request as far in advance as possible.~~

This change will help make it clearer to employees and managers that interpreting services are available for these meetings.

43. Safety Training. The Employer will ~~continue its~~ make efforts to make Compass and other safety training regarding safety understandable for employees whose primary language is not English, ~~including employees not fluent in English.~~

Neutral.

54. Translated Information O2 Page:~~document.~~ The Employer agrees to **develop, within one hundred eighty (180) days of the ratification of this Agreement, an O2 page containing translated information in the above languages,** ~~prepare a single-page document that provides translated information on how to access~~ **information about key departments, including but not limited to: Affirmative Action and Equal Opportunity, Human Resources (including Benefits (including leaves and Retirement), Environmental Health and Safety, Career and Workplace Enhancement Center,** ~~union representatives, AAEO, Integrity Office, the Center for Diversity and Inclusion,~~ **Confidential Advocacy Program, Employee Assistance Program, Human Resources, Integrity, Occupational Health, Ombuds, Payroll, and Public Safety, Transportation and Parking. This page shall also include information on how employees can request interpreting services when they need to speak with these departments, as well as how to connect with AFSCME Local 328 and employee resource groups at** ~~and other OHSU offices as space allows. The document will be translated into Spanish, Russian, Serbo-Croatian, Chinese (Mandarin) and Amharic and will be posted on O2.~~ **This language will establish a “landing page” on O2 where employees can go for translated information on how to access key services/departments at OHSU.**

5. — Gender Neutral Restrooms. ~~If an employee has concerns about accessing restrooms that provide appropriate safe space, the employee should contact his/her manager or HR Business Partner. Up to \$3000 will be available for signage in suitable locations.~~ **Removal of obsolete language (OHSU now has gender-neutral restrooms).**

MEMORANDUM OF UNDERSTANDING #7

TriMet Bus Pass Program

Oregon Health & Science University and AFSCME Local 328 hereby agree that benefit-eligible bargaining unit employees will be eligible to participate in the OHSU TriMet Buss Pass Program developed by the Employer in accordance with the terms of the program as determined by the Employer in its discretion. For the duration of the ~~2019-2022~~ **2022 - 2025TBD** Agreement, the Employer will offer annual Tri-Met bus passes to AFSCME employees at a price of \$50 per pass, **which may be deducted from the employee’s paycheck equally across four (4)**

consecutive pay periods. An annual bus pass will be made available to all employees completing new hire orientation at a cost of \$25.00 for the first bus pass, which may be deducted from the employee's paycheck equally across two (2) consecutive pay periods.

Neutral for current employees — outlines current practice re: payment. A gain for new employees, who will receive their first TriMet pass at a an even more discounted rate.

MEMORANDUM OF UNDERSTANDING #9

Preceptor Pay

As a pilot program, beginning six months after ratification, a preceptor differential shall be paid to eligible preceptors in the amount of \$1.00 per hour for each hour worked as a preceptor with a student. Preceptors must complete a Preceptor Education Program. A preceptor shall be defined as an employee in the following positions who has been assigned by a supervisor to teach a student from an OHSU-approved program:

- Physical Therapist
- Physical Therapy Assistant
- Occupational Therapist
- Speech and Language Pathologist Tech
- Surgical Services Tech
- Rad Tech (inpatient)
- Echo Tech
- Respiratory Care Practitioner, Coordinator, and Discharge Planner
- CT Tech
- Mammographer
- MRI Tech
- Nuclear Medicine Tech
- Ultrasound Tech
- Vascular Tech

An updated version of this language now appears in the body of the contract.

MEMORANDUM OF UNDERSTANDING #8

Hardship Fund

To establish a fund for relief of AFSCME-covered employees from housing insecurity, transportation insecurity, child-care insecurity, or food insecurity, the Employer will provide the Union with ~~Two~~ One Hundred Thousand Dollars (\$~~2~~100,000) for each year of this Agreement of 2019, 2020 and 2021. One Hundred Thousand Dollars (\$100,000.00) of these funds shall be applied toward child-care insecurity each year of this Agreement unless child-care insecurity requests are less than that amount; in that event, the remainder of the funds may be used to help with other hardships identified above. The first payment shall be made within three months ~~a reasonable time~~ after ratification of this Agreement, and the second and third payments shall be made by the anniversary date of ratification in each respective year. OHSU will not be responsible for administering the fund. The Union agrees that fund will not be used to supplement across-the-board wages for the bargaining unit, and will not be used to replace income lost by a bargaining unit member as a result of discipline. ~~So that the Employer can better understand its employees' needs, t~~ The Union will provide the Employer with an accounting of sums disbursed from this Fund each calendar year, to include, at a minimum, recipients' names, the sums provided for each disbursement, and the purpose for each disbursement. Tax reporting responsibilities for the amounts disbursed to employees will reside with the Union.

This Memorandum of Understanding automatically expires at the end of the 2019-2022 Agreement.

This is a big win. It renews the current \$100,000/contract year funding, plus adds an additional \$100,000/contract year to address child-care insecurity.

MEMORANDUM OF UNDERSTANDING #9

Staffing Escalation

In order for the Union to have direct contact with the Employer to discuss staffing issues, upon the Union's request the Employer will arrange for up to two meetings each year among the Union, up to two (2) senior leaders (excluding the President) overseeing up to two (2) areas of

the Union's choice (two leaders total), and the Labor Relations Director Chief of Staff for the first two meetings held in the first year of this contract, replaced by the Vice President of Human Resources thereafter.

This is a non-substantive change.

MEMORANDUM OF UNDERSTANDING #10

Co-Branding

The Employer recognizes the value in the collaborative efforts of the Union to advance the interests of both OHSU and AFSCME-represented employees in the bargaining unit. Communications regarding the Labor Management Committee, OHSU/AFSCME Career Workplace Enhancement Center, and new initiatives and projects created as a result of formal joint Employer and Union efforts shall indicate the involvement of both parties. Specifications for logos, placement and language shall adhere to the appropriate brand and communications guidelines of both organizations for the communication mediums to be used. New formal joint initiatives and formal projects to be co-branded must be agreed to in advance of the project or initiative commencing by both the Employer and the Union.

MEMORANDUM OF UNDERSTANDING #11

Employee Advisory Council

~~Within 180 days of ratification of this agreement, the Employer will convene an Employee Advisory Council in substantially the same form as shared with the Union on August 13, 2019. AFSCME will be invited to serve on the Employee Advisory Council. During the course of this Agreement, the Employee Advisory Council ("EAC") will continue to meet at the same frequency as it has since its establishment. AFSCME Local 328 will continue to have a bargaining-unit representative on the EAC, who will participate in the meetings on paid time.~~

Neutral — this is an update to the language in order to reflect the ongoing nature of the committee.

MEMORANDUM OF UNDERSTANDING #14
Clean-Up Time Guidelines

~~Within six months of the ratification of the 2019-2022 Agreement between the Employer and AFSCME, applicable departments shall prepare guidelines regarding clean-up time. Disputes related to department guidelines will be addressed in the HR/Union meeting.~~

This change removes obsolete language — these guidelines now appear in the clean-up time section of the contract.

MEMORANDUM OF UNDERSTANDING #15
Union Leave Hours

~~The Union has expressed concern that paid release hours under Section 2.2.2 are not being properly coded. The Employer agrees to provide education to Union officers and stewards within 30 days after ratification of the 2019-2022 Agreement about how to code paid release hours. The parties may reopen Section 2.2.2 one year later to discuss whether the number of paid release hours under that Section should be modified.~~

This change removes obsolete language.

MEMORANDUM OF UNDERSTANDING #16
Union Officers

~~For two years following the ratification of the 2019-2022 Collective Bargaining Agreement, the following language shall take precedent over Article 2.2.4 and 2.13. The Employer and the Union agree that this Memorandum of Understanding will expire 24 months after the effective date of the Collective Bargaining Agreement, unless extended by the parties. The parties agree that they will consider extending this Memorandum of Understanding thirty (30) days prior to the period that it will expire by its terms.~~

2.13—Union President. ~~The Employer will grant the Union President paid time of ten (10) hours per week, prorated per FTE. The President shall be compensated for up to an additional ten (10) hours per week by the Union, prorated per FTE, subject to approval by the~~

~~Union's Executive Board. This weekly allotment shall include all time spent by the President on Union activities, although it may be exceeded when attending a Union convention as a mandated or elected delegate, or on matters undertaken at the behest of the Employer. The President and his/her manager shall mutually develop an ongoing schedule for the purpose of assuring reliable work attendance.~~

~~**2.14 — Union Vice President.** The Employer will grant the Union Vice President paid time of 3.33 (three and one-third) hours per week, prorated per FTE. The Vice President shall be compensated for up to an additional 6.66 (six and two-thirds) hours per week by the Union, prorated per FTE, subject to approval by the Union's Executive Board. This weekly allotment shall include all time spent by the Vice President on Union activities, although it may be exceeded when attending a Union convention as a mandated or elected delegate, or on matters undertaken at the behest of the Employer. The Vice President and his/her manager shall mutually develop an ongoing schedule for the purpose of assuring reliable work attendance.~~

~~**2.15 — Union Chief Steward.** The Employer will grant the Union Chief Steward paid time of five (5) hours per week, prorated per FTE. The Chief Steward shall be compensated for up to an additional five (5) hours per week by the Union, prorated per FTE, subject to approval by the Union's Executive Board. This weekly allotment shall include all time spent by the Chief Steward on Union activities, although it may be exceeded when attending a Union convention as a mandated or elected delegate, or on matters undertaken at the behest of the Employer. The Chief Steward and his/her manager shall mutually develop an ongoing schedule for the purpose of assuring reliable work attendance.~~

An expanded version of this language now appears in Article 2.

MEMORANDUM OF UNDERSTANDING #12

Preferential Hire List Task Force

AFSCME Local 328 ("Union") and Oregon Health & Science University ("Employer") hereby agree that during the term of this Agreement a task force shall be established to ensure that employees and managers understand the requirements, responsibilities and steps necessary to successfully complete the preferential hire list (PHL) placement process.

The parties agree that the preferential hire list task force will include an equal number of

representatives of the Employer and of the Union and shall not exceed 6 people in total. Time spent by AFSCME-represented employees at the task force meeting(s) shall be on paid time. The task force shall convene no later than 180 days after the ratification of this Agreement. The task force upon completion of its work will present its recommendations in writing to the Union and the Employer for their review. The Employer retains the final approval on the implementation of any recommendations, but will consider such recommendations in good faith.

MEMORANDUM OF UNDERSTANDING #13

OHSU/AFSCME Task Force on Workplace Mental Health Support and Peer-to Peer Group Counseling/Support

AFSCME Local 328 (“Union”) and Oregon Health & Science University (“Employer”) hereby agree that during the term of this Agreement, **both parties will take the mutual responsibility to upon request of the Union, the Employer shall convene a task force to discuss mental health concerns regarding group counseling/support as it pertains to the workplace/work departments.** The task force shall consist of equal representatives selected by each party. **At least two (2) representatives from each party shall have a background in mental health.** Time spent by bargaining unit employees at task force meetings **and on other task force work** shall be paid time. **The parties shall select task force representatives and schedule an introductory meeting within 90 days of ratification of this Agreement.**

The Employer agrees to immediately implement the following:

- **Make available additional mental health services, offered through the current EAP vendor, at work units/departments for:**
 - a. **Incidents including but not limited to death of a co-worker, death of a long-term patient, layoffs, and violent events (in the workplace or the surrounding community).**
 - b. **Work environments that involve repeat trauma, such as animal research and terminal patients.**
- **Include a Union representative in any and all discussions regarding OHSU-wide workplace mental health initiatives and in any Employer-led groups working on such initiatives.**

Once established, the task force will accept and review requests for additional services to work units/departments from the Employer's current EAP vendor. The task force will also address the following goals within the first year of this Agreement:

- Establish a relationship between the Task Force and the Social Work Council.
- Regulatory issues allowing, initiate and oversee the hiring of at least two (2) social workers whose role it will be to provide workplace mental health services to employees of OHSU including those represented by the Union. Any additional scope of these social workers' roles will be evaluated by the task force within the first year of this Agreement. If regulatory issues do not allow OHSU to hire the social workers, OHSU will partner with the EAP or other health and welfare vendor for additional mental health support services.
- Identify gaps in mental health services provided to employees represented by the Union.
- Evaluate the current EAP vendor and provide recommendations to the Employee Benefits Council.
- Determine how best to structure and utilize the task force over the duration of this Agreement.

The task force shall periodically submit a quarterly report to Labor Relations and the executive board ~~the OHSU Vice President of Human Resources and to the President of AFSCME Local 328.~~

This is a major gain. The updates to this MOU create tangible steps to improve employee well-being. This task force will identify where mental-health support is needed and creates a path to get these shortcomings addressed. It will also (regulatory issues allowing) create new AFSCME-represented positions whose main role will be to provide mental-health support to employees.

~~Within 90 days of ratification of this Agreement, the task force will develop a position description and duties for an internal, OHSU-employed resource ("internal counselor") to support on-site group counseling/support to employees when tragic or difficult events occur that affect a work unit; e.g., suicide of a coworker's partner, death of a coworker, death of a long-term patient, death of a non-human primate, layoffs, violent events (in the workplace or the~~

surrounding community). The parties agree to make every reasonable effort to hire the internal counselor within 180 days of the ratification of this Agreement. It will be the responsibility of the task force to hire the internal counselor. The internal counselor would serve as Chair of the task force.

Although the internal counselor will work with the task force to develop an implementation plan to provide services across OHSU, it is recognized that there is an immediate need within the AFSCME bargaining unit. Therefore, the initial phase of implementation will be prioritized for AFSCME represented employees for the duration of this Agreement unless there are areas of immediate need outside of the AFSCME bargaining unit, as determined by the internal counselor.

Additionally, the task force shall create or recommend a training program(s) for interested members to (a) recognize post-traumatic stress symptoms or other complicated emotions following a traumatic event and (b) provide group critical incident stress debriefings. These trained staff members would volunteer to be dispatched as needed on paid time to provide support to employees in affected work units.

It would be the assumption that this task force would have the support and cooperation of any other mental health and wellness programs in existence or under development by the Employer.

This change deletes obsolete language.

MEMORANDUM OF UNDERSTANDING #14 Employees Employed Prior to September 11, 1998

All full-time, part-time, and relief employees employed prior to September 11, 1998 will earn 0.1077 hours of vacation time for each hour paid the following vacation time for each hour paid up to the maximums listed below of 224 hours per year based on full-time hours paid (1.0 FTE):

After 15th through 20th year: at 0.0962 for each hour paid up to a maximum of 200 hours per year.

After 20th year: at 0.1077 for each hour paid up to a maximum of 224 hours per year.

This change removes obsolete language (no employees hired before this date have only 15 – 20 years of service) and reformats the MOU accordingly.

MEMORANDUM OF UNDERSTANDING #20

Paid Family Leave Task Force

AFSCME Local 328 ("Union") and Oregon Health & Science University ("Employer") hereby agree that during the term of this Agreement a task force may be established to address exploring an alternate paid family leave program to the program established under 2019 Oregon House Bill 2005 ("HB 2005"). Such alternate paid family leave program shall be cost neutral or less expensive to the Employer than the program established under HB2005, and shall be no more expensive to the bargaining unit employees than the program under HB2005. The task force will consist of equal representatives selected by each party. Time spent by bargaining unit employees at task force meetings will be paid time. The Task Force shall complete its work no later than December 31, 2020, and will present its recommendations in writing to the Union and the Employer for their review and approval.

This change removes obsolete language — the MOU is no longer needed, due to the upcoming implementation of Paid Leave Oregon.

MEMORANDUM OF UNDERSTANDING #15

Recommendations to Market Based Wage Committee

AFSCME Local 328 ("Union") and Oregon Health & Science University ("Employer") hereby make the following recommendations to the Market-Based ~~Salary~~ **Wage** Committee with regard to the market-based review and recommendations it conducts pursuant to Section 8.4 (**Market-Based Adjustments**) of the Agreement:

1. ~~Consider~~ **Utilize** Milliman's Compensation Surveys, **academic medical centers located elsewhere in the United States and newly-created classifications** as primary data sources for annual market reviews. **The Committee shall first consider available data for the greater Portland area. Newly-created reclassifications will utilize the process described above as part of the reclassification, rather than annually.**

~~—The survey data should include data from academic medical centers located elsewhere in the United States.~~

2. The Employer will consider internal equity when developing and

communicating ~~Develop and communicate the Employer's compensation strategy and philosophy.~~

3. The Market-Based Committee may, upon review, recommend a range adjustment in each of the following circumstances:

a. **An upward adjustment when, for three (3) consecutive years, the median midpoint of the market salary wage range data, averaged from all relevant surveys purchased by OHSU and other data agreed upon by the parties, are 3.0% or more above the OHSU median midpoint. If there is not median data, the parties will consider midpoint data.**

b. An upward adjustment when, for two **(2)** consecutive years, the **median** of the market **wage** range data agreed upon by the parties, are 5.0% or more above the OHSU **median. If there is not median data, the parties will consider midpoint data.**

c. An adjustment upward when, for one **(1)** year, the **median** of the market **wage** range data agreed upon by the parties, are 10% or more above the OHSU **median. If there is not median data, the parties will consider midpoint data.**

d. An adjustment downward when, for two consecutive years, the **median** of the market **wage** range data agreed upon by the parties, are **15.0%** or more below the OHSU midpoint.

This is a gain. This MOU requires OHSU to directly provide market data to our union and better describes the scope of work of the Market Based Wage Committee. Added language also reduces the amount of time for certain classifications to receive a wage increase.

MEMORANDUM OF UNDERSTANDING #16

Downward Adjustment

For the duration of this Agreement, Oregon Health & Science University and AFSCME Local 328 hereby agree that Article 8.4.4 (Downward Adjustment) shall not apply, nor shall other downward wage adjustment be made to classifications in which the employee's pay rate is higher than the maximum of their pay range due to letters of agreement then in effect or any other incentives provided by the Employer.

Neutral. This language will ensure that affected employees will not be penalized.

MEMORANDUM OF UNDERSTANDING 17

Collection of Demographic Information

Within three (3) months of the ratification of this Agreement, and annually thereafter, OHSU will notify employees that they are able to enter demographic information in OHSU's Human Resources Information System, and will encourage them to do so.

Demographic Information. Refers to age, race, ethnicity, sex, gender identity, and preferred language.

This is a gain. If employees take advantage of this opportunity, our union will be able to use the information to track patterns in discipline, hiring decisions, employee mistreatment, etc. and act on them. Learning the preferred languages of our bargaining-unit members will help our union and OHSU provide employees with information that is more accessible.

MEMORANDUM OF UNDERSTANDING 18

Translations and Interpreting Task Force

Within ninety (90) days of ratification of this Agreement, the parties shall form a joint task force to develop solutions on how to better serve employees whose primary language is not English. The task force shall include a minimum of three (3) union representatives and shall include stakeholders who work closely with the employee groups

the parties strive to make improvements for. The task force shall meet for the first year of the contract at the Union's request, up to four times. Bargaining unit employees will be paid for participating in these task force meetings.

This is a gain, working in conjunction with the other MOU that addresses services for employees whose first language is not English.

MEMORANDUM OF UNDERSTANDING 19

Employee Designations

Within three (3) months of ratification of this Agreement and then upon the hiring of new employees, the Employer shall define and categorize every bargaining unit member as follows:

- a. Employees who are critical function/essential workers, for the purposes of Section 7.12 (Modified Operations)**
- b. Employees who work in hospital units, for the purposes of Section 9.1.1 (Definition of Overtime)**
- c. Employees whose work units are considered seven (7) day operations, for the purposes of Section 11.1 (Recognized Holidays)**

The Employer agrees to provide information about these employee designations to the Union upon request, but no more than two (2) times per year of this Agreement.

This is a gain. These terms are referenced throughout in our contract and in the workplace, but our union and our represented employees have previously been unclear as to whether a designation applies to a particular employee or work unit. This addition aims to clarify and better define such designations.

MEMORANDUM OF UNDERSTANDING 20

Community Service Leave

Oregon Health & Science University ("Employer") recognizes the importance of building relationships with the communities where employees live and work and therefore encourages and supports employee community service.

The Employer will provide eight (8) hours of release time per year, prorated by FTE, for all benefits-eligible bargaining unit members to perform community service for a non-profit, non-partisan organization, public school or university, or state agency (a) that is in the Employer's service area and (b) whose goals are consistent with the Employer's mission. The Employee may use vacation or compensatory time for community service leave, or may take such leave unpaid.

An employee must use the same procedure and timing as vacation scheduling (Article 12.4) when requesting community service leave, and the leave must be approved by the employee's supervisor.

The employee must provide documentation to their supervisor upon completion of their community service hours.

This is a slight gain. Employees will now have some release time for participating in community-service activities.

MEMORANDUM OF UNDERSTANDING 21

Access to Computers and Time to Review Work-Related Communications

AFSCME Local 328 ("Union") and Oregon Health & Science University ("Employer") hereby agree as follows:

The Employer commits to informing employees, supervisors, and managers about computer access and dedicated work time to read Employer emails, read OHSU Now, complete required trainings (beyond those required for employee's minimum job qualifications and/or licensure) and participate in other Employer-required activities. Employees should not complete these tasks during their meal periods, rest periods or off-duty time.

Managers and supervisors shall commit to reminding employees of these provisions whenever the Employer launches a specific required time-delimited activity, including but not limited to Compass trainings and surveys.

Employees who feel that computer access or dedicated work time to do the above tasks is being denied to them are encouraged to raise the issue with their manager. Union concerns regarding the adequacy of computer access or dedicated work time shall first be brought to the attention of the appropriate Human Resources business partner. If the matter is not then resolved, the issue will be referred to the Labor Relations/AFSCME group for consideration. Issues regarding computer access are not grievable.

This is a gain for our represented employees who don't work at a desk or computer all day. This language makes it clearer to employees that reading work emails, completing Compass trainings, etc. should be done on work time and that managers must provide employees the time (and computer access if needed) to do these activities.

MEMORANDUM OF UNDERSTANDING 22

Exit Interviews

Within one (1) year of the ratification of this agreement the Employer shall offer bargaining unit employees terminating their employment an exit interview, which may be given in survey form. For this exit interview given in survey form, the survey will include an option, at the top of the survey, for the employee to opt in to having their responses anonymously shared with the Union. Employees may request a copy of their exit interview responses.

The Employer shall share the survey responses of those bargaining unit employees who opted in with the Union on a quarterly basis.

This is a gain. This language will give employees the opportunity to complete an exit-interview survey upon leaving OHSU, with an option to have their anonymized responses shared with our union. We intend to use this information to discern patterns in disciplinary actions, terminations, etc. that should be addressed.

MEMORANDUM OF UNDERSTANDING 23

Travelers & Temporary Workers

If requested, the Employer will meet with the Union up to three times each contract year to discuss potential means of reducing travelers and temporary workers. The Employer will provide data regarding travelers and temporary workers usage as part of the meeting.

This is a gain for our union. This MOU will provide us an opportunity to discuss the traveler situation with the employer and give us a better handle on how many travelers and temporary workers are being used to fill vacancies in our bargaining unit.

MEMORANDUM OF UNDERSTANDING 24

AFSCME Inclusion in Workforce Development Initiatives or Plans

The Employer and Union shall partner, by means of a twice-yearly meeting between the parties, on approaching the Legislature regarding funding of workforce development initiatives and related plans to support underrepresented OHSU employees, on the marking of Legislatively supported workforce development initiatives for OHSU employees and related plans to support underrepresented employees, and on the outreach to underrepresented bargaining-unit employees regarding these opportunities. Should the Legislative resources earmarked for workforce development initiatives and related plans for underrepresented OHSU employees not be fully used by these employees after appropriate promotion and outreach, the remaining positions and resources may, upon agreement of both parties, be reallocated to other interested parties after any necessary approvals are provided by the Legislature.

This is a gain. We'll work with OHSU to approach the legislature for funding of workforce-development initiatives (similar to OHSU's 30-30-30 plan) that would benefit our represented employees.

MEMORANDUM OF UNDERSTANDING 25

Juneteenth Personal Floating Holiday

Oregon Health & Science University (OHSU) hereinafter referred to as the “Employer” and AFSCME Local 328 hereinafter referred to as the “Union” agree to the following:

1. The Employer will provide one (1) paid personal floating holiday to all employees in recognition of Juneteenth. The personal day will take effect every Juneteenth and will expire on Juneteenth of the following year. The Juneteenth personal floating holiday is separate from vacation and other time off requests.
2. Employees who are requesting to use their personal floating holiday will submit a request no later than January 31, and no more than a year in advance of the requested day off. These requests are separate from vacation requests and will be granted on a first come first serve basis, subject to staffing and patient care limitations.
3. The Employer will remind employees that the consensus process (Appendix G) may be used to establish a different process for the requesting and granting of this floating holiday.

Neutral. This language describes the request process for this floating holiday.

MEMORANDUM OF UNDERSTANDING 26

Mandatory Overtime

Within one hundred eighty (180) days of the effective date of the 2022-2025 agreement, the parties will establish a task force, meeting up to quarterly at the Union’s request, to review mandatory overtime data and discuss mandatory overtime. The task force shall consist of equal representatives selected by each party. Time spent by bargaining unit employees at task force meetings shall be paid time.

Neutral. This task force will seek to address staffing issues by tracking and analyzing data related to mandatory overtime.

MEMORANDUM OF UNDERSTANDING 27

Sick Leave Occurrences

The Employer will meet with the Union within one hundred and twenty (120) days after the effective date of the 2022-2025 Agreement to discuss the Employer's attendance policy and sick leave occurrence procedures.

Neutral. Through these discussions with the employer, our union hopes to work with the employer to make OHSU's current attendance policy and sick-occurrence procedures less punitive and allow employees to more freely access the sick-leave accruals they have earned.

MEMORANDUM OF UNDERSTANDING 28

Well-being Leave

Within one hundred and twenty (120) days of ratification of the 2022-2025 Agreement, the Employer will create a new well-being bank. To provide existing employees with well-being leave in fiscal year 2022-23, the Employer will provide all bargaining unit employees as of the date of creation of the well-being bank with eight (8) hours of well-being leave for a 1.0 FTE employee (hours pro-rated by FTE) on the first full pay period following creation of the well-being bank.

From that point until the beginning of fiscal year 2023-2024, the Employer will place 8 hours into the well-being bank for any newly-hired 1.0 FTE employee (hours pro-rated by FTE) on the first full period after the employee's date of hire.

Starting with fiscal year 2023-2024, the Employer will place 8 hours annually into the well-being bank for a 1.0 FTE employee (hours pro-rated by FTE), beginning on the first full period after the employee's date of hire, if applicable, then on the first full pay period after the employee's anniversary date.

Well-being leave shall be compensated at the straight time hourly rate of pay unless required otherwise by Oregon's sick time law. Accrued and unused well-being hours are not subject to cashout or otherwise payable upon termination of employment.

To encourage use of well-being leave, the well-being bank will have a maximum balance of twenty-four (24) hours. Employees will not be required to use well-being hours during protected leaves.

Employees are encouraged to give the Employer as much notice as possible for use of well-being leave. Employees will not receive occurrences for use of well-being leave as long as they follow the applicable department call-out policy.

This is a big gain. This language gives our represented employees additional paid leave that can be used to attend to one's well-being (or for any purpose). Use of this time will not be subject to attendance-related discipline (employee still need to appropriately notify their manager).

MEMORANDUM OF UNDERSTANDING 29

Task Force re: Advanced Professional Certification Differential

Within 90 days of the effective date of the 2022-2025 Agreement, the parties agree to create a task force to add a certification differential. The task force will consist of equal representatives selected by each party. Time spent by bargaining unit employees at task force meetings will be paid time. The task force shall complete its work within six (6) months-of its formation, and will present its recommended differential in writing to the Union and the Employer for their review and implementation of some or all of the recommendations. OHSU will retain discretion in implementing the task force's recommended differentials and eligible classifications.

The task force will consider the following guidelines when making its decision:

- 1. The professional certification must be in addition to any certification(s) required in the minimum qualifications of the employee's job;**

2. **The certification must directly relate to the employee's job function and duties being performed;**
3. **The certification must be from a recognized certifying organization;**
4. **The certification must be current and maintained by the employee while employed in an authorized position or specific classification;**
5. **The continuation or renewal of the certification must be documented.**

Through December 31, 2023, the task force shall meet quarterly to address any issues with the implementation of the differential, manager/supervisor education re: the differential, eligibility for the differential and new certification requirements.

This is a potential gain. Although the language doesn't obligate OHSU to implement this differential, some managers have expressed an interest in doing so. If a differential is not implemented, our union will be able to use the work of this task force to craft a stronger certification-differential proposal next time.

LETTER OF AGREEMENT

DEI Reporting

After ratification of this Agreement and within three (3) months of the implementation of the new tracking/reporting process for cases involving harassment and discrimination (as recommended by the Covington Committees), OHSU will provide the Union with a quarterly report including the following information: the number of harassment and discrimination complaints submitted by bargaining-unit employees to OHSU's civil rights investigation department (currently AAEO), and the department where the incident occurred.

This is a gain. This language will give our union a better idea of the extent of OHSU's harassment/discrimination problem, which will allow us to work on potential solutions for our represented employees.

LETTER OF AGREEMENT

Salaried Chaplains and Social Workers

If they are assigned and complete more than fourteen (14) days of call per calendar quarter, salaried social workers and chaplains will receive a stipend per day of call of eight (8) hours beyond the fourteen (14) days per calendar quarter. The stipend will be as follows based on 8 hour call shifts, and will be pro-rated if the call shift is of a different length:

- **Chaplains (\$55)**
- **Social workers (\$85)**

This is a gain for the affected employees — this LOA will provide compensation for excessive on-call.

LETTER OF AGREEMENT

One-Time Lump Sum Payment

If the tentative agreements reached by the parties through September 21, 2022, are ratified by the bargaining unit, and the Union will pauses the cooling off period through the ratification vote, then on the second regular payday after ratification, the Employer shall provide employees with a one-time lump sum payment, less applicable taxes and withholdings, as follows:

- **Employees with an FTE of 0.5-1.0 will receive a lump sum payment of Three Thousand Dollars (\$3,000);**
- **Employees without an FTE or an FTE of 0-0.49 will receive a lump sum payment of One Thousand Five Hundred Dollars (\$1,500).**

For the purpose of this letter of agreement, FTE level will be calculated as of the date of ratification by the bargaining unit, as applicable. Employees must be employed by OHSU at the time of the payment.

This payment is intended to help offset the fact that our ATB raises were delayed. For our highest-paid employees, this is probably a loss, but more the majority of our bargaining unit this payment will be neutral or a gain; our lower-wage employees will benefit the most from this payment.

LETTER OF UNDERSTANDING AGREEMENT

Medical Monitoring Program

As a pilot program, medical monitoring shall be offered to all pharmacy technicians or pharmacists who compound hazardous drugs (as defined by OHSU Pharmacy Policy).

Medical monitoring shall include:

1. Lab Testing. Upon employee request, the employer shall provide for each pharmacy technician or pharmacist who compounds hazardous drugs (as defined by OHSU Pharmacy Policy) the yearly opportunity for (1) a Comprehensive Metabolic Panel and (2) a Complete Blood Count and (3) Urinalysis. Tests will be administered by the employer. Test results will be maintained by the employer for medical monitoring and will be released to the employee upon request.

The Employer and Union recognize that the Complete Blood Count, Comprehensive Metabolic Panel and Urinalysis is are a primary screening tool and is not a comprehensive health analysis.

2. Background Materials. As a condition of providing testing, the employee must volunteer to complete surveys, questionnaires, background information, and consents. The parties agree to a meeting one year after at least half of the eligible employees have become tested to discuss next steps.

3. Annual Signature. In accordance with USP <800>, employees of reproductive capability must confirm in writing (including electronically) the understanding of the reproductive risks of handling hazardous drugs.

The medical monitoring program described above will be established by the Employer within one (1) year of the ratification of this Agreement. The parties will meet on a quarterly basis during the lead up to and implementation of this pilot program to discuss details and progress. The parties also agree to a meeting one year after at least half of the eligible employees have become tested to discuss next steps.

This is a big gain for the affected employees. This new language requires to set up a medical-monitoring program to track the potentially harmful effects of hazardous drugs on the employees who work with them, and allows our union to hold the employer accountable should they not meet safety standards.

LETTER OF AGREEMENT

Endoscopy Technician Unit Call Incentive

AFSCME ("Union") and Oregon Health & Science University ("Employer") hereby agree as follows:

- 1) The Employer will provide qualified Endoscopy Technicians a one-time payment under the following circumstances:**
 - a. In the event that immediate after hours coverage is needed while the unit is closed, or if a call shift is made available less than 24 hours prior to the commencement of the call shift, then the manager will text technician staff to offer "Supplemental Call – Plus". A Supplemental Call- Plus shift will be defined as either one weekday, a 24-hour holiday, or a 24-hour weekend day. Interested employees will have 15 minutes to text "yes" if they would like the shift. At the end of the 15 minutes, the Supplemental Call – Plus shift will be awarded to the most senior employee who texted that they would like the shift. Employees working a Supplemental Call- Plus shift will receive a \$200 one-time payment for each worked Supplemental Call - Plus shift.**

This is a big gain for the affected employees. This LOA will provide a financial incentive for picking up certain shifts.

SIDE LETTER RE UNDERPAYMENTS AND SHIFT DIFFERENTIAL

In the event that the parties reach agreement on Section 10.1 (Shift Differential) in a manner that allows the timekeeping system to properly calculate worked hours when an

employee is owed shift differential, then for underpayments of shift differential due to the timekeeping system not properly calculating, retroactive adjustment shall, unless otherwise required by the law, be applied to the period of the error, not to exceed twenty-four (24) months of such underpayments preceding the date of either the employee's notification to Payroll or Payroll's notification to the employee of the error.

This is a slight gain. This language increases the time period employees can be awarded back pay if they were underpaid a shift differential due to problems with the timekeeping system.

**SIDE LETTER RE GRIEVANCES AND INVESTIGATIONS OF DISCRIMINATION
AND HARASSMENT**

Notwithstanding the language of Paragraph 2 of the Diversity, Equity, and Inclusion Appendix, the Union agrees that it will not bring a grievance because an investigation of discrimination or harassment takes longer than the time frame discussed in that Section.
Neutral. This language eases the grievance timeframe for harassment and discrimination investigations to account for the scope and severity of each case.