

9-7-2022 – Summary of OHSU’s Final Offer Package to AFSCME 328

This summary covers key economic proposals that have not already been tentatively agreed between the parties. Specific language of OHSU’s proposals as well as the tentative agreements between the parties can be found below. If an item is not included in OHSU’s proposals, OHSU is proposing current contract language (plus removing gendered language and adding section references, as tentatively agreed by the parties).

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<u>Key Economic Proposals</u>	
7.7 Time Off Between Regularly Scheduled Shifts	Eligible for premium if not rest time between regularly-schedule shifts or hours worked on callback and next regularly scheduled shift.
8.1. Across the Board Increases	Y1: 6% split (4% second full pay period after ratification, 2% first full pay period after 1/1/23) Y2: 4% first full pay period after 7/1/2023 Y3: 3% first full pay period after 7/1/2024
MOU re Ratification Bonus	All employees in bargaining unit will receive one-time signing bonus of: 0.5 – 1.0 FTE: \$1000 0-0.49 FTE: \$500
8.5.3 Promotion	Employees retain original anniversary date
8.7.1 Upward Classification	Employees retain original anniversary date
Holidays	President’s Day fixed Juneteenth floating New MOU for discussion during DEI reopener re possible Floating Cultural Holiday as a concept
13.1 Accrual of Sick Leave	LOA for one-time refresh of COVID sick bank up to 40 hours. COVID sick bank expires last pay period of FY (7/2/2023) Meeting within 120 days to discuss occurrence policy
13.2 Attendance Recognition	One-to-one conversion of sick time to vacation time with following limits: <ul style="list-style-type: none"> • Up to 24 hours if zero unscheduled sick leave days • Up to 16 hours if 1 unscheduled sick leave days • Up to 8 hours if 2 unscheduled sick leave days
10.UX4 Preceptor Pay	Move from Pilot MOU into contract (showing not a pilot). Increase positions eligible for \$1 preceptor differential from 14 to 50+

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	<p>Employees assigned to lead and preceptor duties can receive both.</p> <p>Employees may request that manager consider adding additional positions to preceptor list. If manager is in agreement, manager will reasonably advocate for inclusion of position. If manager denies request, Employees may escalate the request to the next level of leadership. If OHSU agrees, it will notify union of inclusion of position. No additional bargaining required for inclusion of additional positions through this process.</p>
14.2.4 Bereavement Leave	<p>20 hours of paid bereavement leave, in addition to up to 2 weeks of discretionary time for which employee can use accruals (or take unpaid if they do not have accrued leave).</p> <p>Absences due to approved unpaid leave are not subject to attendance-related discipline.</p>
12.1 – Accrual of Vacation Time	<p>0-5 year tier receives two additional vacation days, and 6-10 tier receives one additional vacation day.</p>
10.11 Weekend Differential	<p>Increase weekend differential from 50 cents to \$1.50/hour.</p>
Additional Need Incentive	<p>Employer can establish Additional Need Incentive, with minimum rate of 25% or \$10, whichever is greater, payable for designated shifts 4 hours or longer. Part time and relief and flex eligible for ANI if provide availability and work committed shifts. For shifts four hours or longer, ANI must be offered before mandatory OT is assigned.</p> <p>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. Employees may request increase in offered ANI to manager. If manager denies request, Employees may request increase in offered ANI to next level of leadership. If OHSU agrees, OHSU will notify union of increased offered ANI.</p>
Appendix A – Salaried Employees	<p>Remove shift trades, rest between shift, and weekend differential from excluded items for salaried employees. Employees must track time to implement weekend differential and rest between shift, and must receive approval for weekend/rest between shift work unless scheduled.</p> <p>If they are assigned and work call more than three (3) weeks per calendar quarter, salaried social workers and chaplains will receive a stipend of \$50 per day of call of eight (8) hours beyond the three (3) weeks per calendar quarter.</p>
9.1.4 Scheduling and Assignment of Overtime	<p>Employer will use best efforts to relieve an employee on premises after 24 hours of continuous work, and will notify union if not possible.</p>

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10.1 Shift Differential	If employee works at least 3 hours between 4pm-midnight, they will receive evening shift differential for hours worked in that time period. Paid at 7% or \$1.50, whichever is greater. If employee works at least 3 hours between midnight-8am, they will receive night shift differential for hours worked in that time period. Paid at 12.5% or \$3, whichever is greater.
8.4 Market-Based Adjustments	Increase size of Committee and number of paid union members as requested.
MOU re Market-Based Wage Committee	New upward adjustment when median of range data is 3% or more above OHSU median for position. Consider academic medical centers across United States as part of narrow-to-broad market approach. Increase downward adjustment percentage from 10%-15%, making it less likely there will be downward adjustments.
(NEW) 11.2.1 Compensation for work-unit holiday closures	If a work unit is closed on a day falling outside of OHSU’s recognized holidays, impacted employees may request to adjust their schedule for that week or be floated to an area that is open. OHSU will make a good faith effort to grant such requests.
22.1.1 Education and Training Hours	Increase guaranteed education training from 10 hours to 24 hours (30 hours for employees with agreed individual development plans), and allow hours to be used for maintaining certification.
27.7 – Exposure to Serious Communicable Diseases	Employees required to quarantine due to high-risk exposures at work as determined by Occupational Health will, if not receiving time loss benefits, receive paid administrative leave for the lesser of the government-recommended quarantine period or until cleared to return to work by Occupational Health.
MOU – Task Force re Advanced Professional Certification Differential	Task force created to add a certification differential. AFSCME will propose recommended certifications within 90 days of task force formation, and OHSU will retain discretion in implementing Task Force’s recommend differentials. Completion of task force work and implementation will occur within a year after formation of the task force.

2.7 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) week of their hire date.

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2.9 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.~~

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5.11 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).

- a. Except as noted below Flex employees must be available to work at least twenty-four (24) days per rolling year as determined by the Employer's needs. If a flex employee fails to meet this minimum obligation in a rolling year, and the flex employee's manager has notified the employee of their failure to meet the minimum obligation at least ninety (90) days before the end of the rolling year, then the employee may be deemed to have voluntarily resigned.
- b. Flex employees may be asked to work holidays, weekends or variable shifts consistent with operational need.

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5.UX4 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.

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5.UX12 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.

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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:**

- ~~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**

If multiple employees in the same category request the work, it shall be granted to the most senior employee. ~~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 (1) has been offered for two weeks or (2) 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.**

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~~

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.

43. 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. Employees may not work non-overtime regular shifts pursuant to this Section 7.4 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.

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

54. If there are no volunteers, mandatory assignment of non-overtime work will apply in reverse order of seniority.

65. 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.

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7.7 Time Off Between Regularly Scheduled Shifts or Hours Worked in Callback. 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 regularly scheduled 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 FTE level. ~~It shall also include for purposes of this paragraph a mandatory staff meeting.~~ In the event that an employee works two **(2)** regularly scheduled shifts on consecutive days, and 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, the Employer shall choose either of the following:

a. The Employer may, if feasible, allow the employee to commence **their** ~~his or her~~ 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. In the alternative, the Employer may require the employee to begin **their** ~~his or her~~ regularly scheduled shift at the normal start time. If this occurs, the employee will be compensated at **their** ~~his/her~~ 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.

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 is not entitled to any additional compensation under this section.

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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:

- **Y1: 4% second full pay period after ratification + 2% first full pay period after 1/1/23**
- **Y2: 4% first full pay period after 7/1/2023**
- **Y2: 3% first full pay period after 7/1/2024**

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.

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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.~~

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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 performance in their annual review shall be taken into consideration in the 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.

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 ~~A~~ 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.

8.4.2 Survey information. The parties will continue to utilize the best available data ~~synthesized~~ **obtained** 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.

8.4.3 Upward adjustment. In the event that the pay range for a classification is adjusted upward pursuant to this Section 8.4, 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.~~

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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.

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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.**

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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.~~

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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. 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.

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9.1.4 Scheduling and assignment of overtime. The Employer shall give reasonable notice of any overtime to be worked. Each work unit, ~~with consensus of the employees,~~ shall have the opportunity to develop creative methods of overtime scheduling **per Section 5.3 (Consensus)**. In units that do not develop such methods, the following rules apply:

- 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 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 (1) has been offered for two weeks or (2) 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.

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.**

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

c. In the event that no employee accepts the offer of overtime and subparagraph b does not apply, 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 **will be required to work an overtime shift in the subsequent four weeks (if one is offered), and will then be placed at the bottom of the rotation.**

***d.* A shift of four hours or longer must be offered at the ANI rate (Section 10.UX7 Additional Need Incentive) before being assigned as mandatory overtime.**

d. If the need for overtime arises within two (2) hours **prior to** ~~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, then the Employer may assign the 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.

e. 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.

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

g. 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 24th hour, the employee needing relief will notify their appropriate leader.**

h. 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.

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10.1 Shift Differential.

10.1.1 Eligibility. ~~Employees shall be eligible for the evening shift differential when at least one-half (1/2) 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 (1/2) 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 (1/2) of his/her shift in each of the time periods designated as "shifts," the employee shall receive the higher differential for all hours worked.~~ **If an employee works at least three (3) hours between 4:00 p.m. and 12:00 a.m. midnight, then the employee shall receive evening shift differential for all hours worked between 4:00 p.m. and 12:00 a.m. midnight. If an employee works at least three (3) hours between 12:00 a.m. midnight and 8:00 a.m., then the employee shall receive night shift differential for all hours worked between 12:00 a.m. midnight and 8:00 a.m.**

10.1.2 Rates. Evening shift differential shall be paid at **seven percent (7%)** of the straight hourly rate of pay or ~~\$1.36~~ **\$1.50**, 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~~ **\$3.00** per hour, whichever is greater.

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.~~

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10.11 Weekend Differential. A differential of **one dollar and fifty cents (\$1.50 0.50)** per hour shall be paid to employees for all hours actually worked between 11:00 p.m. Friday through 11:00 p.m. Sunday.

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10.UX7 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.

10.UX7.1 Rate. An ANI rate of at least twenty-five percent (25%) 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 to avoid the need for mandatory overtime. 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.

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.

The Employer may temporarily increase the ANI rate.

10.EX1.2 Availability of ANI. To be eligible for the incentive, an employee must (1) use the Employer's designated approval process for requesting ANI pay, and (2) for Relief employees, provide required availability in the pay period; (3) for Flex employees, have provided at least one available day in the pay period; and (4) 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.

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10.UX4 Preceptor Pay. The 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:

- **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**
- **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**
- **Surgery First Assistant**
- **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 OHSU 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.

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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.
- G. Labor Day on the first Monday in September.
- H. Christmas Day on December 25.
- I. 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.

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 **paid** ~~pay~~ 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 **paid** ~~pay~~ 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.

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.

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). 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.

...

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).

Effective Pay Period 1 2020:

YEARS OF SERVICE	RATE PAID PER REGULAR HOUR	NUMBER OF DAYS PER YEAR	NUMBER OF HRS. PER YEAR
1st through 5th year	. 0577 <u>.0654</u> PER PAID HOUR	13 <u>15</u>	104 <u>120</u>
After 5th through 10th year	.0615 <u>.0654</u> PER PAID HOUR	16 <u>17</u>	128 <u>136</u>
After 10th through	.0731 PER PAID	19	152

15th year	HOUR		
After 15th through 20th year	.0846 PER PAID HOUR	22	176
After 20th year	.0962 PER PAID HOUR	25	200

...

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 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.

...

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.**
- c. ~~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.~~
- d. 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.
- e. **Unused bereavement leave is not subject to cashout or otherwise payable upon termination of employment.**
- f. **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.~~

14.2.5 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.**

...

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 employees 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 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 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.

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 sSection 15.2 or in Section 15.1.2 (**Full Time Employees**). For the purposes of this section, ~~15.2~~ a full-time employee is one who holds an FTE status between 0.75 to 1.0 and a part-time employee is one who holds an FTE status between 0.5 and 0.74.

15.2.1 Full time employees. 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.~~

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.**

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 ~~the entire~~ a monthly cash benefit of ~~\$100 for~~**described in Section 15.2.1 for** choosing opt-out coverage.

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, 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.**

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.

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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.**

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.

~~**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.~~

16.1.23 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 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.

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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.**

...

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~~ guaranteed **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 manager. **Employees may request additional educational and training hours beyond the hours guaranteed above, granted at the Employer's discretion.**

...

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 (Attendance at Educational and Training Functions).**

...

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**, ~~pay reduction, withholding pay increase, demotion or~~ **or** a final written warning;
- (4) discharge.

Coaching (see Section 5.EX1) 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.

...

23.1.2 Suspension of seniority rights. ~~The Employer may in its discretion incorporate into an employee's final written warning s~~Suspension of anthe 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).

...

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.~~

23.8 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.

...

24.1 Grievance Procedure. ~~The parties encourage~~ **Unless the issue relates to the employee's supervisor, supervisors 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.

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 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* (**Sections 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.

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 once the Employer's investigation is complete. Employees shall also be referred to the appropriate state or federal agency.

~~e.~~ 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.

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 ~~s~~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.

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.

...

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.**

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** 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.

...

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

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- ~~l. Hours of Work, Article 7.7 Time off Between Regularly Scheduled Shifts~~
- m. Hours of Work, Article 7.8 On Call
- n. Hours of Work, Article 7.9 In-House Standby
- ~~o. Hours of Work, Article 7.10 Shift Trades~~
- p. Hours of Work, Article 7.11 Clean Up Time
- q. Overtime and Premium Pay, Article 9.1 Overtime
- r. Overtime and Premium Pay, Article 9.2.1 Compensation Rate
- s. Overtime and Premium Pay, Article 9.2.2 Commencement of Compensation
- t. Overtime and Premium Pay, Article 9.3 Change in Reporting Time
- u. Overtime and Premium Pay, Article 9.4 Work on Recognized Holiday
- v. Differential Pay, Article 10.1 Shift Differential
- w. Differential Pay, Article 10.2 On-Call Pay
- x. Differential Pay, Article 10.3 Work from Home
- y. Differential Pay, Article 10.4 In-House Standby Compensation
- ~~z. Differential Pay, Article 10.11 Weekend Differential~~
- aa. Holidays, Article 11.2 Holiday Compensation
- bb. Holidays, Article 11.3 Work on a Holiday
- cc. Holidays, Article 11.4 Holiday Work Schedules
- dd. Layoff, Article 19.11 Shift Curtailment and Cancellation

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:~~

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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 <u>.0692</u> per hour paid	16 <u>18</u>	128 <u>144</u>

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After 5 th through 10 th year	.0692 .0731 per hour paid	18 19	144 152
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 shift, 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 Regularly Scheduled Shifts or Hours Worked in Callback (Section 7.7) is only available to salaried employees if they work a fixed schedule (i.e., do not have the freedom to choose when they work).

9. Seniority. Seniority points under Article 17 (**Seniority**) will be credited per pay period based on FTE rather than on hours paid.

10. 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.

11. 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.

12. 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.

13. Volume on call stipend for chaplains and social workers. If they are scheduled for call more than three (3) weeks per calendar quarter, salaried social workers and chaplains will receive a stipend of \$50 per day of call of eight (8) hours or more beyond three weeks per calendar quarter.

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.

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~~
- 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.)**

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.~~

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 employees~~ 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 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 ~~their~~ his/her supervisor at any time.

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.

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

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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.

Employee Signature _____

Date _____

APPENDIX

Diversity, Equity, and Inclusion

1. Definitions [To be alphabetized in final]

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.

Demographic Information. Refers to age, race, ethnicity, sex, gender identity, and preferred language.

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.

Harassment. Unwelcome 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.**

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.

Protected 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.

Reasonable Person. As defined consistent with EEOC guidance and applicable law.

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.

2. Complaints of ~~d~~Discrimination or ~~h~~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. ~~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 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.**

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.

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.

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.

5.2 Violations by OHSU members. It shall be a violation of this Appendix for a 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.

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.

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.

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~~

~~AFSCME LOCAL 328~~ ~~OREGON HEALTH & SCIENCE UNIVERSITY~~

By: _____ By: _____

Date: _____ Date: _____

MEMORANDUM OF UNDERSTANDING #13

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.**

AFSCME LOCAL 328

OREGON HEALTH & SCIENCE
UNIVERSITY

By: _____

By: _____

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING #18

~~OHSU/AFSCME Task Force on Workforce 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, upon request of the Union, the Employer shall convene a task force to discuss 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. Time spent by bargaining unit employees at task force meetings shall be paid time.~~

~~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~~

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~~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.~~

~~The task force shall periodically submit a report to the OHSU Vice President of Human Resources and to the President of AFSCME Local 328.~~

~~AFSCME LOCAL 328 _____ OREGON HEALTH & SCIENCE
UNIVERSITY~~

~~By: _____ By: _____~~

~~Date: _____ Date: _____~~

MEMORANDUM OF UNDERSTANDING #UX1

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.

MEMORANDUM OF UNDERSTANDING #UX3

LETTER OF AGREEMENT

Recommendations to Market-Based Salary 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.**
2. ~~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 midpoint** 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 midpoint** of the market **wage** range data, ~~averaged from all relevant surveys purchased by OHSU and other data~~ agreed upon by the parties, are 10% or more above the OHSU **median midpoint. If there is not median data, the parties will consider midpoint data.**
- d. An adjustment downward when, for two 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 **15.0%** or more below the OHSU midpoint.

MEMORANDUM OF UNDERSTANDING #

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 these floating holidays.

MEMORANDUM OF UNDERSTANDING

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. Within 90 days of the formation of the task force, the Union will propose recommended certifications eligible for this differential. The task force shall complete its work within one year of its formation, and will present its recommended differential in writing to the Union and the Employer for their review. The Employer retains discretion over which certifications will be eligible for the differential.

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.

MEMORANDUM OF UNDERSTANDING

ONE TIME COVID SICK BANK REFRESH

Effective the first full pay period after ratification, the Employer will, as applicable, increase the balance of bargaining unit employees' COVID sick leave bank to forty (40) hours. Employees may access such hours through July 2, 2023, at which point the COVID sick bank will expire.

MEMORANDUM OF UNDERSTANDING

SICK LEAVE OCCURENCES

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 sick leave occurrence procedures.

MEMORANDUM OF UNDERSTANDING

DISCUSSION RE FLOATING CULTURAL HOLIDAY

Should either party reopen negotiations under the Diversity, Equity, and Inclusion Appendix, the parties shall discuss the possibility of a Floating Cultural Holiday.

EMPLOYER'S PROPOSALS RE LETTERS OF
AGREEMENT/MEMORANDA OF
UNDERSTANDING

<u>Current LOAs and MOUs (as of 2019 contract)</u>	<u>Proposed Status</u>	<u>Notes</u>
Access to Computers	Keep	
AFSCME Bonus, Payment, or Incentive	Keep	
Angiography	Keep with changes	Angiography and Cardiac Catheterization Combined
Cardiac Catheterization	Remove	Angiography and Cardiac Catheterization Combined
Certified Medical Assistants (5% Xray)	Remove	
Certified Medical Assistants Retention Incentives	Remove	
Change in Representational Group	Keep	
Changes in FTE and Layoff Rights	Keep with changes	
CNI Surgical Techs	Remove	Removal contingent on agreed ANI language in contract

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Contracting Out Model	Keep	
Custodian Services Individual with Disabilities	Keep	
Dental Assistant (DA) Hiring and Retention	Keep with changes	
Departmental CNI (Critical Need Incentive) Pay for Diagnostic Imaging Technologists	Remove	Removal contingent on agreed ANI language in contract
Dermatology Performance Bonus	Remove	
Diagnostic Imaging Flex Staff	Keep	
Diagnostic Radiology Coordinator Differential	Keep	
Diagnostic Radiology Performance Bonus	Remove	
Ebola Response Team	Keep	
ECMO Differential	Keep	
Emergency Road Crew CDL Drivers	Keep	
Employee Referral Bonus	Keep	
EP CCL & IR Procedure Unity Call Incentive	Keep with changes	

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Flex Staff Minimum Pay	Remove	
Incentive Bonuses	Remove	
Interpreting Services Flex Staff	Keep with changes	
ITG Call Center	Keep with changes	
Logistics Performance Incentive Plan	Keep	
March Wellness	Keep	
Market-Based Salary Committee	Remove	Parties proposing to change to MOU
Meal and Rest Periods	Remove	Removal contingent on agreed contract language
Meal Plan for Food and Nutrition Employees (Two different meal plan LOAs)	Keep	
Medical Lab Scientists, Techs, Respiratory Care Practitioners	Keep	
OHSU Email access	Keep	
PANDA Voluntary 24-hour shifts	Keep	

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Patient Account Rep and Coordinator	Keep	
Patient Business Service Performance	Keep with changes	
Pharmacy Drug Testing	Keep	
Pharmacy Extra Shift Incentive	Remove	2021 LOA replaces this MOU
Pharmacy Technicians and Pharmacists	Keep	
Protocol and Events Administrative Coordinator	Keep	
Public Safety Annual Shift and Vacation Bidding	Keep	
Public Safety Court Appearance	Keep	
Public Safety Mandatory Overtime	Keep	
Rehabilitation Services Department - Voluntary Clinical Ladder	Remove	
Rehabilitation Services Department (Flex staff)	Remove	
Resuscitation Training	Keep	
Return to Work Non-Occupational	Remove	

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SON Designated Positions as Academic Employees	Keep with changes	
Staffing and beds Pager Reimbursement	Keep	
Surgical Technician	Keep	
Talent Pool Training	Keep	
Tumor Registry Flex Staff	Keep with changes	
Waiver Daily Overtime	Keep	

Current LOAs/MOUs (from 2020-2022)

Adventist Health Accretion	Keep	
AFSCME - Bonus, Payment, or Incentive	Keep	
ANI for ED Techs	Remove	Removal contingent on agreed ANI language in contract
ANI for EVS Techs	Remove	Removal contingent on agreed ANI language in contract
ANI for SW's	Remove	Removal contingent on agreed ANI language in contract

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CNI for ED Techs and CNA	Remove	Removal contingent on agreed ANI language in contract
CNI in Mission Control	Remove	Removal contingent on agreed ANI language in contract
COVID Testing Site Premium LOA	Keep	
Diagnostic Radiology Coordinator Differential LOA	Keep	
Diagnostic Radiology Department working in coordinator	Keep	
EP-CCL and IR Procedure Unit Call Incentive	Keep	
Extra Shift Incentive-Salaried Pharmacists	Keep	
ITG Call Center Retention	Keep	
LPN Transit Pass Hiring Bonus	Keep	
MA Transit Pass Hiring Bonus	Keep	
Pharmacy Extra Shift Incentive (2021)	Keep	
RT ONI	Remove	Removal contingent on agreed ANI language in contract
Salaried Pharmacist Night Shift Differential	Keep	
Salaried Pharmacist Night Shifts (2021)	Keep	
Staffing and Beds Pager Reimbursement	Keep	

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Tuality Health Accretion	Keep	
University Medical Group (UMG) Accretion	Keep	

<u>LOAs re new positions or one-time changes</u>		
Art Therapist	Remove	
Cardiac Device Tech Role Grade Change LOA	Remove	
Clinical Outreach Social Worker	Remove	
Community health Worker Grade Change	Remove	
Enrollment Coordinator LOA	Remove	
FY 2021 Market Based Committee Selective	Remove	
Healthcare Operations Specialist LOA	Remove	
IONM specialist 1 and 2 position	Remove	
Meal Service Associate	Remove	
PET/MRI Technologist	Remove	
Property Specialist Title Change	Remove	

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Senior Grants/Contracts Coordinator	Remove	
Translation Specialist	Remove	
Veterinary Medical lap Tech	Remove	
Video Monitor Tech	Remove	

LOAs expired by terms

AFSCME Covid LOA	expired	Remove all expired LOAs
ED CNA LOA Extension	expired	
CNI ED Transport Coordinators	expired	
CNI for ETC's in Mission Control	expired	
ETC CNI LOA Renewal	expired	
Hospital Operations Specialist ONI LOA	expired	
ANI for EVS Techs	expired	
Hospital Operations Specialists Extension	Expired	
ANI for CNA's	expired	

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.**

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.

LETTER OF AGREEMENT: ONE-TIME LUMP SUM PAYMENT

If this Final Offer is ratified by the bargaining unit, 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 One Thousand Dollars (\$1,000);**
- **Employees without an FTE or an FTE of 0-.49 will receive a lump sum payment of Five Hundred Dollars (\$500).**

If the Employer must implement this Final Offer, the lump sum payments discussed above will be paid at the Employer's discretion. For the purpose of this Letter of Understanding, FTE level will be calculated as of the date of ratification by the bargaining unit or the date of implementation, as applicable.

**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.

LETTER OF AGREEMENT

**Interventional Radiology, Cardiac Catheterization, and Electrophysiology
Departments**~~Angiography~~

AFSCME Local 328 ("Union") and Oregon Health & Science University ("Employer") hereby agree as follows:

The Employer will provide qualified ~~Angiographic~~ **Interventional Radiology, Cardiac Catheterization, and Electrophysiology** Technologists a ~~bonus~~ **financial incentive in the event** under the following two circumstances:

~~In the event~~ that an employee is requested to remain at work past the employee's scheduled shift to continue or finish a procedure in progress, ~~†~~ **The employee shall receive a bonus of \$50.00 in addition to the contractual rate of pay Monday through Thursday, and \$75 in addition to the contractual rate of pay on Friday. The purpose of this agreement is to provide an incentive for employees who are not otherwise scheduled on-call, but who are willing to serve as an additional team member when the Employer has emergent needs that require additional staffing beyond the services of the regularly scheduled on-call employee.**

~~B. In the event an employee is requested to provide "back-up" assistance to the department. The purpose of this agreement is to provide an incentive for employees who are not otherwise scheduled to be on call, but who are willing to serve as "back-up" help and remain available to the Employer to respond to the Employer's emergent needs when additional staffing becomes necessary in their department[s] beyond the services of the regularly scheduled on-call employee.~~

~~1. Authorization. An Angiographic Technologist will only be offered this back-up assignment if authorized by a physician, manager or other designated decisionmaker within the department, or if the on-call Technologist is already involved in a procedure.~~

~~□ Duration of back-up responsibility. A Technologist assigned as back-up during the regular work week will assume back-up responsibility after regular work hours and until the next regular work day begins. On back-up assignments occurring on a Friday, Saturday or Sunday, an employee's "back-up" coverage extends through 7:30 a.m. the next morning.~~

~~3. Bonus amounts. Once accepted, the Technologist will be entitled to a \$50.00 bonus if asked before leaving the work site Monday through Thursday (due to a case in progress), or \$75.00 if asked before leaving the work site on a Friday (due to a case in progress), or any time the employee is contacted by telephone after having left the work site.~~

~~4. A Technologist is not eligible to receive a bonus under Section A and Section B on the same date.~~

Letter of Agreement

Procedural Unit Call Incentive

Interventional Radiology, Cardiac Catheterization, and Electrophysiology Technologists

AFSCME ("Union") and Oregon Health & Science University ("Employer") hereby agree as follows:

1. The Employer will pay qualified Interventional Radiology, Cardiac Catheterization, and Electrophysiology Technologists taking call in the units EP-CCL, IR, **and Hybrid OR** one and one half times the straight rate of pay for all hours worked on-call.

2. The Employer will provide qualified Interventional Radiology, Cardiac Catheterization, and Electrophysiology Technologists a one-time payment under the following circumstances:

a. After call is assigned in accordance with the unit baseline expectations, and open shifts are offered per contract, "Supplemental Call" shifts may be offered based on operational need as determined by manager. Each "Supplemental Call" shift will be awarded by seniority. "Supplemental Call" will have a \$200 one-time payment applied to each call shift defined as either one weekday, 24-hour holiday, or 24-hour weekend day. Remaining shifts will be assigned on a rotation basis, starting with the least senior, and will be paid at the "Supplemental Call" rate.

b. 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,** the manager will text technologist staff to offer "Supplemental Call – Plus". Interested employees will have 15 minutes to text "yes" if they would like the shift, this call will be awarded to the most senior employee.

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“Supplemental Call – Plus” will have a \$400 one-time payment applied to each call shift defined as either one weekday, 24-hour holiday, or 24-hour weekend day.

“Supplemental Call – Plus” will also include on call pager rate of \$15 per hour, replacing the standard call rate.

LETTER OF AGREEMENT

Changes in FTE and Layoff Rights

AFSCME Local 328 ("Union") and Oregon Health & Science University ("Employer") hereby agree as follows:

1. Employees who occupy a 1.0 FTE position and whose FTE is reduced by any amount are entitled to exercise layoff rights under Article 19. Employees may also elect to accept the reduced FTE and remain in their position.

2. Part-time employees whose FTE reduction results in a change in their health insurance benefit band are also entitled to exercise layoff rights under Article 19. Employees may also elect to accept the reduced FTE and remain in their position.

3. The Employer may increase an employee's FTE by any amount without triggering layoff rights. In such event, the notice requirements of Section 7.2.7 will apply. If an employee declines the FTE increase to his/her position, the employee will be considered to have resigned. However, before requiring an increase of 0.2 FTE or more for an employee, the Employer will make a good faith effort to meet staffing needs in a manner other than the mandatory FTE increase. If the FTE increase remains necessary following the good faith effort, the employee may accept the increase, seek another open position (including by job bid, in which case the 9-month time bar under Section 18.1.5 would not apply), or opt for placement on the Preferential Hire List. These provisions shall not apply in the event of a reorganization under Article 21 or in the event that the FTE increase is pursuant to a prior understanding with the employee.

4, Health insurance benefit bands for purposes of this agreement are as follows:

~~.75 FTE~~ – **1.0 FTE**

~~.50 FTE~~ - **.74 FTE**

.49 and below FTE ~~Below .50 FTE~~

5. Employees whose FTE reduction does not result in a change in their health insurance benefit band are not entitled to exercise layoff rights under Article 19.

6. An employee may be offered, but is not required to accept, a position pursuant to Section 19.5 or Section 19.6 if acceptance would mean placement under a lesser health insurance benefit band. If an employee accepts placement into a position within any health insurance benefit band, the Employer has no further placement obligation.

7. The terms of this Letter of Agreement may be terminated by either party upon 30 days' advance written notice to the other party. Following expiration of the 30-day period the terms may either be terminated or modified by mutual agreement.

Letter of Agreement (Agreement)

OHSU

&

AFSCME Council NO.75, Local 328

Retention Incentive for Dental Assistants

Dental Assistants fulfill an essential role in the delivery of oral health care to patients of the School of Dentistry at OHSU. Due to the shortage of qualified Dental Assistants in the labor market, OHSU desires to incentivize newly hired and incumbent Dental Assistants to remain employed at OHSU.

Therefore, AFSCME Local 328 herein after referred to as the "Union" and Oregon Health & Science University (OHSU), herein after referred to as the "Employer" enter into an agreement as follows:

Employees newly hired to OHSU in the classifications of Dental Assistant or Dental Assistant, Advanced, after DATE1 [execution of OHSU/AFSCME 2022 Agreement], will be eligible to receive a retention bonus as listed below based on continuous time served in a Dental Assistant classification.

Six months after hire date: \$500

Upon first year anniversary date: \$1,000

Upon second year anniversary date: \$1,500

OHSU also chooses to incentivize employees in the classifications of Dental Assistant and Dental Assistant, Advanced who were employed on or before DATE1 and remain employed as a Dental Assistant or Dental Assistant, Advanced one year following DATE1. Such employees will receive a bonus of \$1,000 if the employee remains continuously employed in a Dental Assistant classification on DATE2 [one year after execution of OHSU/AFSCME 2022 Agreement].

Bonus payments will be made no later than the pay period following the pay period in which the eligibility date falls.

As labor market conditions can rapidly change, the Employer retains the right to terminate or seek modification to these terms upon providing the Union at least a 30-day notice. Any such termination or modification will not impact employees hired after DATE1 and before the termination or modification date. Such employees will continue to be eligible to receive the bonuses as provided herein.

Notwithstanding the right of the Employer to terminate or modify the terms of this Agreement, the terms of this Letter of Agreement shall remain in effect through DATE3 [end date of new OHSU/AFSCME contract].

Effective March 23, 2021, the Employer will implement the following:

- ~~1. A retention bonus of \$1,000 for all new hire Dental Assistants (DAs) when they remain in their work unit/org for 12 months from their date of hire as a Dental Assistant or Dental Assistant Advanced.~~

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- ~~2. A retention bonus of an additional \$1,000 for all Dental Assistants (DAs) when they continue to remain in their work unit/org for an additional 12 months from the effective date of this Agreement as a Dental Assistant or Dental Assistant Advanced.~~
- ~~3. A retention bonus of \$1,000 for all current Dental Assistants (DAs) who have been employed by OHSU and working as Dental Assistants, including Dental Assistant 2 and Dental Assistant 3 under the old classifications, when they continue to remain in their work unit/org for an additional 12 months from the date of this Agreement as a Dental Assistant or Dental Assistant Advanced (current DAs will be transitioned to the new classifications along with the implementation of this LOA).~~

~~The terms of this LOA will remain in effect until through June 30, 2022 subject to the right of the Employer to terminate or seek modification of such terms upon providing at least thirty (3) days' advance notice.~~

~~This agreement is fully executed this day of March 23, 2021.~~

OREGON HEALTH & SCIENCE UNIVERSITY

AFSCME

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

LETTER OF AGREEMENT Oregon Health & Science University &
AFSCME Local 328

~~Interpreting~~ Language Services Department Flex Staff

Whereas, Oregon Health & Science University (OHSU) hereinafter referred to as "Employer," and AFSCME Council No. 75, Local 328 hereinafter referred to as the "Union," acknowledge that the Collective Bargaining Agreement (CBA) limits departments' utilization of Flex Staff personnel to no more than fifteen percent (15%) of a work unit's employee populations (CSA, Appendix B), and does not allow for a minimum number of shifts to be worked by Flex Staff.

Whereas, ~~Interpreter Services~~ Language Services management is desirous of maintaining a pool of Flex employees to cover the intermittent need for several foreign spoken languages and American Sign Language:

Now therefore, Employer and Union agree to allow utilization of Flex Staff personnel in the ~~Interpreter Services~~ Language Services Department as set forth herein:

1. ~~Interpreter Services~~ Language Services may have a FLEX employee population that exceeds 15% of the work unit's employee population to accommodate intermittent staffing needs for both spoken foreign languages and American Sign Language.
2. Flex shifts include business hours of 8:00 - 5:00 and may also include swing, nights, and weekends.

3. Newly hired **staff in flex positions** ~~Interpreter Services~~ (hired after the date of this agreement) will be required to commit to be available to work at least 20 hours per month. This requirement will be communicated in writing by Management to the employee at the time of hire.

4. Affected work units include: Language Services.

This allowance of expanded Flex Staff personnel will be in effect from the date this Agreement is fully executed through the end of the CSA. During that time, the parties can request to revoke this agreement with nine (9) months' notice. The agreement will end at that time unless otherwise determined by the parties.

LETTER OF AGREEMENT

Oregon Health & Science University

AFSCME Local 328

ITG Call Center

Oregon Health & Science University ("Employer") and AFSCME Local 328 ("Union"), in recognition of the unique staffing needs of the Call Center Department within the Information Technology Group ("ITG"), hereby agree as follows:

A. Insurance Benefits for Relief Employees

~~Relief Employees in the Call Center shall be eligible for insurance coverage at a level consistent with a full-time employee on the first of the month following the date of hire, subject to meeting proper enrollment and other requirements, in order to provide recruitment and retention incentives for these positions. For all other intents and purposes, these employees will be treated as Relief employees pursuant to the parties' current Agreement, including maintaining insurance benefit eligibility. The granting of benefit eligibility is in recognition of both the planned fulltime hours to be worked and the need to maintain scheduling flexibility in accordance with relief staffing needs.~~

B. Work Schedules for Relief Employees

~~There shall be alternate and varying work schedules for relief employees in accordance with the following conditions:~~

- ~~1. Employees hired to fulfill a relief staffing function will be tentatively scheduled either in advance through the regular process or on an as needed basis. Scheduling may occur on as little as one (1) day's notice, but generally will occur with as much advance notice as practical.~~

2. ~~The scheduled days and work shifts, while planned, may vary from week to week. Shifts may vary from work day to work day during a given week's schedule. Work schedules may or may not include consecutive work days depending on workplace need.~~
3. Relief employees covered by this LOA are generally expected to work forty (40) hour schedules, through relief shifts, training assignments, project work, or some combination of these activities.

~~C.~~ A. Job Bidding

I. The prohibition in Section 18. I.7 of the parties' Agreement against bidding for another position within 9 months after bidding into a new position shall not apply to Call Center employees who desire to move to another shift within the Call Center **if the new hire has been in their role for a minimum of 90 days and are fully trained in the position.** The primary purpose of this exception is to allow relief ~~new~~ employees to bid for regular shifts, to the mutual advantage of both the employee(s) and the Call Center. This option is available only **if a** ~~info~~ regular employee who is more senior **does not** bids into the same shift.

2. ~~If a probationary relief employee successfully job bids into a regular position, then any time spent in a relief capacity will count toward the six (6) month probationary period set forth in Article 20.1.~~

The terms of this LOA will remain in effect through ~~June 30, 2022~~ **[date of expiration of new contract]**, subject to the right of either party to terminate or seek modification of such terms upon providing at least thirty (30) days' advance notice.

LETTER OF AGREEMENT

Oregon Health & Science University

&

AFSCME Local 328

Patient Business Services & Professional Billing

FY1222 Performance Based Incentive Plan

Oregon Health & Science University (OHSU) herein after referred to as the "Employer" and AFSCME Local 328 herein after referred to as the "Union" agree to ~~the~~ continue a Performance Based Incentive Program for AFSCME-represented staff in the Patient Business Services **and Professional Billing** department, in accordance with the Collective Bargaining Agreement and this Letter of Agreement.

1. **Definitions of Benchmarking Terms**

Accounts Receivable (AR)	Accounts still outstanding, awaiting or requiring payment; due or collectable.
Net/Gross Days in AR <u>(DAR)</u>	The average time it takes for accounts receivable to turn over completely (this is calculated by taking the total accounts receivable and dividing by the <u>three month</u> average daily revenue).
Net Collection Rate	The percentage of cash that is collected after netting down collectable dollars by

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	removing all contractual and charity care adjustments
Bad Debt	An account that is uncollectable by our office and must be sent to an outside collection agency.

2. **Benchmarks**

Eligible PBS Staff shall be rewarded for results and earn incentives for achieving the following benchmarks. See Section 3 for eligibility criteria.

<u>2012 2022 PBS Hospital Billing Monthly Incentive Amount</u>	<u>Benchmark</u>
\$75.00	Month end cash collections equal and/or exceed 100% of 90 day average net revenue.
\$25.00	Month end net AR days = 40.
\$25.00	Month end over 90 day aged accounts receivable does not exceed 18.5% of the total AR.
(\$25.00)* <u>\$25.00</u>	Total month end bad debt assignment not to exceed 4% <u>3%</u> of the total AR.

~~*Deducted from incentive due, if any. Deduction will not reduce base pay.~~

<u>2022 Professional Billing Incentive</u>	<u>Benchmark</u>
<u>\$75.00</u>	<u>Month end cash collections equal and/or exceed 100% of 90 day average net revenue</u>
<u>\$25.00</u>	<u>Month End Days in AR is equal to or less than 38.5 days</u>
<u>\$25.00</u>	<u>Month end over 90 day aged accounts receivable does not exceed 18.5% of the total AR.</u>
<u>\$25.00</u>	<u>Net collection rate for the month is equal or greater than 93.6%</u>

3. Eligibility

PBS sStaff with a .5 FTE or greater shall receive 100% of the earned monthly incentive pay. PBS Staff with less than a .5 FTE shall receive 50% of the earned monthly incentive pay.

New staff shall be eligible for earned monthly incentive pay the first of the month after successfully completing the evaluation period (probationary period or job change evaluation period) or 90 days on the job, whichever is greater.

Staff terminating during a month shall be eligible for earned monthly incentive pay if they have worked productively for at least 50% of their scheduled hours in that month.

For purposes of this paragraph, termination includes transfer to another department within OHSU or any other action that results in the end of employment with the PBS department.

Staff who are approved for unpaid leave during a month are eligible for earned monthly incentive pay provided they worked 75% or more of their scheduled work hours and leave without pay was provided for under the Collective Bargaining Agreement or applicable law(s).

Staff is ineligible for earned monthly incentive pay for any month during which the employee is serving a third step disciplinary action (suspension, pay reduction, final written warning). Staff is also ineligible for earned monthly incentive pay for other performance actions as mutually agreed to in writing by OHSU and AFSCME.

The terms of this LOA will remain in effect through June 30, ~~2022~~_____, subject to the right of either party to terminate or seek modification of such terms upon providing at least thirty (30) days' advance notice.

LETTER OF AGREEMENT

Oregon Health & Science University &

AFSCME Local 328

~~Tumor Registry Department~~ **Cancer Data Management** (Flex Staff)

Whereas, Oregon health & Science University (OHSU) herein after referred to as the "Employer," and the AFSCME Council No. 75, Local 328 hereinafter referred to as the "Union," acknowledge that the Collective Bargaining Agreement (CBA) limits departments utilization of Flex Staff personnel to no more than fifteen percent (15%) of a work unit 's employee population, (CBA, Appendix B.), and does not allow for a minimum number of shifts to be worked by Flex Staff.

Whereas, **Cancer Data** ~~Tumor Registry~~ **Management** and certain ~~Tumor Registry~~ **Cancer Data** employees are desirous of maintaining an adequate pool of Flex employees to cover open shifts;

Now therefore, Employer and Union agree to allow utilization of Flex Staff personnel in the ~~Tumor Registry~~ **Cancer Data** department as set forth herein:

1. ~~Tumor Registry~~ **Cancer Data** may have two (2) FLEX employees at any given time, which exceeds the 15% of work units' employee population to accommodate staffing needs.

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2. Newly hired Flex Rehab employees (hired after the original date of execution of this agreement,

July 1, 2015) will be required to commit to be available to work three (3) or more weekend and/or holiday shifts per calendar month. This requirement will be communicated in writing by Management to the employee at time of hire.

3. Current Flex employees employed on the original date of this agreement (July 1, 2015, will be grandfathered into current CBA language and will not be required to be available for a minimum number of weekend and/or holiday shifts.)

The terms of this LOA will remain in effect through June 30, 2022_____, subject to the right of either party to terminate or seek modification of such terms upon providing at least nine (9) months advance notice.

MEMORANDUM OF UNDERSTANDING (MOU)

OHSU School of Nursing, ~~Portland, La Grande~~

&

Ashland Campuses & AFSCME Council NO 75, Local 328

Oregon Health & Science University (OHSU), here in after referred to as the "Employer" and the AFSCME Council No. 75, Local 328 herein after referred to as the "Union" enter into this MOU which applies to designated positions at the **campuses where the** School of Nursing **currently operates and will operate in the future,** ~~Portland, La Grande and Ashland Campuses~~ for the purpose of providing an academic year break for the summer with special layoff provisions.

The Employer and the Union agree that ~~the following~~ employees (~~see attachment~~) in designated positions are true academic employees and will be characterized as such in response to inquiries by other parties, such as the **state's** Employment Division.

Affected employees in these designated positions will be in full work status each year beginning September and ending in June. Start and end dates during this time will be determined ~~by~~ on an annual basis by each campus **based on campus need and academic calendar.** During the summer break, employees will be **placed on Leave Without Pay With Benefits,** temporarily releasing ~~them~~ from work status, and will be provided ~~health and dental insurance~~ **continuation of existing** benefits for the summer months, if otherwise eligible **based on FTE and position status.** During the summer break, the Employer agrees to pay the employer portion of employee benefits; while the employee will be responsible for the employee portion, **to be**

collected from the employee in their first two fall term paychecks. Retirement contributions will be suspended for summer when there is no active pay.

In lieu of layoff rights under Article 19 of the CBA, **these designated** employees will receive ~~health and dental~~ **continued existing** insurance benefits and will be reinstated to their formerly-held positions when the academic year resumes ~~in September.~~ **for Fall term.**

This MOU will be reviewed each year and may be ended, subject to business needs with a 30 days' notice.

This Memorandum of Understanding is fully executed ___ day of Month, year.

1 Throughout: replace gendered pronouns throughout the Agreement with gender-neutral
2 pronouns:

- 3 • ~~he or she~~ **they**
- 4 • ~~him or her~~ **them**
- 5 • ~~his or hers~~ **their**

6 After these changes have been made, the language should be reviewed to ensure that clarity has
7 been maintained; if necessary, sentences should be rewritten for clarity.

8
9
10 Throughout replace “Human Resources Director for Central Services or his/her designee” with
11 “Labor Relations at laborrelations@ohsu.edu”

12 13 14 **1.2.1 Union membership and fair share**

15 ...

16
17 ~~**2.2.9 Bridgebuilder Program participants.** Time spent by an employee performing an~~
18 ~~intervention (including preparation and report writing related to the intervention) under the~~
19 ~~Bridgebuilder Program may be treated as steward time subject to the provisions of this Section~~
20 ~~2.2. Bridgebuilder Program participants who are not stewards shall be eligible for the same~~
21 ~~hours of training for which stewards are eligible under Section 2.2.6. Subject to the provisions~~
22 ~~of Section 2.2.2, no employee will be granted more than 48 hours per fiscal year plus the hours~~
23 ~~allowed under Section 2.2.6 for combined activities as a steward or a bridge builder.~~

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

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

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

51

52

53 **5.X Paid status. A member of the bargaining unit is considered to be in paid status when**
54 **they are using sick, vacation or compensatory time or any other time compensated by the**
55 **employer.**

56

57

ARTICLE 6. EMPLOYMENT PRACTICES AND PROCEDURES

58

59 **6.1.2 Affirmative action.** The Union agrees that it will cooperate with the Employer's
60 implementation of applicable Federal and State laws and regulations pertaining to affirmative
61 action, including but not limited to Presidential Executive Order 11246 as amended by
62 Presidential Executive Order 11375, and Title IX of the Civil Rights Act, pertaining to
63 opportunity in education.

64

65

66 **11.2 Holiday Compensation.** All full-time and part-time employees will be entitled to
67 holiday compensation at their straight time hourly rate of pay on all recognized holidays based
68 on their FTE status, provided the employee is in paid ~~pay~~ status the employee's entire scheduled

69 work shift preceding the holiday and the employee's entire scheduled work shift after the
70 holiday.

71 An employee will be considered in ~~paid~~ ~~pay~~ status the entire scheduled work shift even if the
72 employee is tardy up to one (1) hour, provided the employee is not under discipline for
73 attendance reasons. Full-time employees shall be entitled to eight (8) hours' compensation.
74 Part-time employees shall be entitled to a prorated number of hours based on their FTE status at
75 the time of the holiday. Employees eligible for holiday compensation may elect to utilize
76 available compensatory time or vacation accruals to make up the difference between their
77 holiday compensation and the amount they would have earned had they worked their full shift on
78 the holiday.

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

81

82

83

ARTICLE 12. VACATIONS

84

85 **12.1 Accrual of Vacation Time.** All full-time, part-time, and relief employees employed on
86 or after September 11, 1998 will earn the following vacation time for each hour paid up to the
87 maximums listed below based on full-time hours paid (1.0 FTE).

88 ~~Until Pay Period 1 2020:~~

89

YEARS OF SERVICE	RATE PER PAID REGULAR HOUR	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

90

91

Effective Pay Period 1 2020:

YEARS OF SERVICE	RATE PER PAID REGULAR HOUR	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

92

93 **12.6.3 Voluntary cashout.** Employees will be afforded the opportunity to request cash out of
94 accrued but unused vacation and compensatory leave hours annually ~~during an election period~~
95 ~~designated by the Employer. The election period will be no less than 90 days.~~

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

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

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

112

113

114 **14.1.5 Test and interview leave.** An employee shall be allowed appropriate time off with pay
115 to take tests related to promotional opportunities with the Employer. Up to two (2) hours with

116 pay shall be allowed for an interview for a position with the Employer. Authorization for the use
117 of Test and Interview Leave shall not be withheld unless the Employer determines that the use of
118 such leave would hinder handicap the efficiency of the employee's work unit.

119

120

121 **14.1.7 Pre-retirement counseling leave.** Employees who are age 55 or over or who have at
122 least twenty-nine (29) years of PERS-eligible service with a public employer shall be granted
123 leave with pay of up to sixteen (16) hours to pursue bona fide pre-retirement counseling
124 programs. Employees shall request the use of leave provided in this section at least five (5) days
125 prior to the intended date of use.

126 Authorization for the use of pre-retirement leave shall not be withheld unless the Employer
127 determines that the use of such leave would hinder handicap the efficiency of the employee's
128 work unit, in which case the Employer shall offer a choice from three (3) other sets of dates. The
129 leave discussed under this section may be used to investigate and assemble the employee's
130 retirement program, including PERS, Social Security, insurance, and other retirement income.

131

132

133 **14.2.1 Personal or educational leave.** In instances where the work of an Employer will not be
134 seriously hindered handicapped by the temporary absence of an employee, the employee may be
135 granted personal leave of absence without pay or educational leave without pay not to exceed
136 one (1) year.

137

APPENDIX A

138

Contract Variations Applicable to Salaried Employees

139

140 **2. Accrual of vacation time.** Section 12.1 shall be modified for salaried employees as
 141 follows:

142

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

143

144

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
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

145 **MOU # 7 - Interfaith Locations, Interpreting Services, Safety Training, Translated**

146 **~~Document and Gender Neutral Restrooms~~**

147 ...

148 ~~Gender Neutral Restrooms. If an employee has concerns about accessing restrooms that provide~~
149 ~~appropriate safe space, the employee should contact his/her manager or HR Business Partner.~~

150 ~~Up to \$3000 will be available for signage in suitable locations.~~

151

152

153 **~~MEMORANDUM OF UNDERSTANDING #15~~**

154 **~~Union Leave Hours~~**

155

156 ~~The Union has expressed concern that paid release hours under Section 2.2.2 are not being~~
157 ~~properly coded. The Employer agrees to provide education to Union officers and stewards~~
158 ~~within 30 days after ratification of the 2019-2022 Agreement about how to code paid release~~
159 ~~hours. The parties may reopen Section 2.2.2 one year later to discuss whether the number of~~
160 ~~paid release hours under that Section should be modified.~~

161

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163

164

MEMORANDUM OF UNDERSTANDING #20

165

~~Paid Family Leave Task Force~~

166

167 ~~AFSCME Local 328 (“Union”) and Oregon Health & Science University (“Employer”) hereby~~
 168 ~~agree that during the term of this Agreement a task force may be established to address exploring~~
 169 ~~an alternate paid family leave program to the program established under 2019 Oregon House Bill~~
 170 ~~2005 (“HB 2005”). Such alternate paid family leave program shall be cost neutral or less-~~
 171 ~~expensive to the Employer than the program established under HB2005, and shall be no more~~
 172 ~~expensive to the bargaining unit employees than the program under HB2005. The task force will~~
 173 ~~consist of equal representatives selected by each party. Time spent by bargaining unit employees~~
 174 ~~at task force meetings will be paid time. The Task Force shall complete its work no later than~~
 175 ~~December 31, 2020, and will present its recommendations in writing to the Union and the~~
 176 ~~Employer for their review and approval.~~

177

178 ~~AFSCME LOCAL 328~~ _____ ~~OREGON HEALTH & SCIENCE~~
 179 ~~UNIVERSITY~~

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182 ~~By: _____ By: _____~~

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184 ~~Date: _____ Date: _____~~


PROPOSALS TO TA

3/29/22

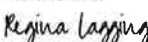
1.1 Recognition. The Employer recognizes the Union as the sole and exclusive bargaining agent for the two separate bargaining units described in this article:

1. 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;
2. 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.

4/3/2022

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3/31/2022

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3/29/22
 Kate Bohr
 3/29/22
 Michael [Signature]

CONFIRMED TENTATIVE AGREEMENTS 6/14/2022

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 ~~16~~ 18.5 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 who share a community of interest with academic faculty and meet the additional criteria set forth in OAR 580-020-0006.

6/14/22
Katie Beck
Mickie Stewart

6/14/2022

DocuSigned by:
Mike Brunet
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6/15/2022

DocuSigned by:
Regina Laggins
9C491C9121655AC

ARTICLE 2. UNION PROVISIONS

2.1 Designated Union Representatives. The Union will select certain of its agents bargaining unit employees as "Designated Union Representatives," as defined in Section 5.376 (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 ~~OHSU Employees that are~~ Union executive board officers ~~that are employees of the Employer,~~ 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. ~~the Human Resources Director for Central Services or his/her designee. 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 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.~~

2.2. ~~4~~ 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.

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 Mike Bruner

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 Sarah Curtis

2.2.1 ~~2.1.2~~ Reasonable access. The Employer shall provide an exclusive representative of the bargaining unit reasonable access to 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 reason other than a meeting prescheduled with the employer, the exclusive representative shall advise Labor Relations at laborrelations@ohsu.edu at

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Kate Baker
Sarah Curtis

least twenty-four (24) hours in advance of their presence at the Employer's facilities unless impractical under the circumstances.

~~2.1.1. Non-employee union representatives. The Union will select certain of its agents as union representatives and certify in writing their names to Labor Relations at laborrelations@ohsu.edu upon ratification and when there are changes to representatives. Non-employee Union Representatives shall be permitted reasonable access to the Employer's facilities for the purpose of engaging in the activities described in ORS 243.804 this Article 2 on the same terms and conditions as Designated Union Representatives. Non-employee Union representatives will be allowed to visit the Employer's facilities work areas of employees during the employees' regular work hours, after advising 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 investigating and discussing grievances, workplace-related complaints and other matters relating to employment relations. Meetings with employees cannot interfere with the Employer's operations.~~

~~2.1.3 2.3 Release time for union officers. Officers of the union shall be granted release time as follows:~~

- ~~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 (ten) 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~~

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Sarah Curtis

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 ~~3.33 (three and one-third)~~ eight (8) hours per week, prorated per FTE. The Vice President shall be compensated for up to an additional ~~6.66 (six and two-thirds)~~ 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 ~~mattress~~ matters undertaken at the behest of the Employer. The Vice President and their manager shall mutually develop an 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 five (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 five (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.

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Sarah Curtis

e. Union Chief Steward. The release time for the Union Chief Steward is described in Section 2.2.4 (Chief Steward).

2.2. 2.4 Union Stewards.

~~2.2.1~~ **2.4.1 Appointment of Stewards.** The Union shall appoint stewards as designated union representatives, 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 Labor Relations at laborrelations@ohsu.edu, the Human Resources Director for Central Services or his/her designee of the names of Stewards upon their selection and the area(s) each sSteward represents.

~~For the purposes of this Section 2.2, "Designated Union Representatives" shall include Union executive board officers, unit stewards and their designees.~~ 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.~~

~~2.2.2~~ **2.4.2 Paid release hours.** The Employer will provide 3,420-3,800 paid release time hours each fiscal year, July 1 through June 30, for the purposes described in this Section 2.2.

~~Meetings and time requested by the Employer shall not count toward the allotted hours described below.~~

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a. Each Unit Steward shall use no more than ~~thirty (30)~~ 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.~~

be. Before a Steward exhausts their ~~his/her~~ allotted time in the course of fulfilling their ~~his/her~~ responsibilities, they ~~s/he~~ may submit to Labor Relations at laborrelations@ohsu.edu 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 to the 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.

~~2.2.3~~ 2.4.3 Activities of stewards and other designated union representatives 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

8/19/22 Mike Brnee
8/19/22 [Signature]

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Kotobaker
Sarah Curtis

delivery of patient care and does not violate Article 25 (Strikes, Lockouts and Picket Lines)

~~Employer's operations 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 interfere with the Employer's operations. 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.~~

Per ORS 243.650 to 243.806, the Employer shall allow employee Designated Union Representatives 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 2.2.2, ~~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, 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

8/19/22 M. to Bruce
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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.

With approval of their manager, a ~~No~~ Steward may 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.

~~2.2.4~~ **2.4.4 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.~~ The Chief Steward shall be granted up to 832 ~~520~~ paid release 208 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 ~~line~~ provided by the Union, which shall be responsible for the set-up installation and monthly charges. ~~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.~~

~~2.2.5~~ **2.4.5 Union notice of meetings, training sessions and on-call calendar.** The Union will notify Labor Relations at laborrelations@ohsu.edu. ~~the Human Resources Director for Central Services or his/her designee~~ within thirty (30) days of the signing of this

8/19/22 Mike Bruner
8/19/22 

8/19/22
Kate Baker
Sarah Curtis

2.2.9 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.

~~2.3~~ **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.

~~2.4~~ **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.

...

~~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.

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Kate Baker
Sarah Curtis

4/5/2022 TENTATIVE AGREEMENTS

2.5 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 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.

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 2.2. 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 2.2. Release time for this activity will be subject to

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5/24/22
 Kate Baker
 Michael Stewart
 Approved by 4/7/2022
 Mike Brunel
 Approved by 4/7/2022
 Regina Lippus

4/5/2022 TENTATIVE AGREEMENTS

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.

Michael J. ...
5/24/22

Dispatched by 4/7/2022
Mike Brunel
Dispatched by 4/7/2022
Regina Lapping

4/5/2022 TENTATIVE AGREEMENTS

2.6 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, and Union appointments,** ~~and such~~ Other information may be approved by ~~the Human Resources~~ **Labor Relations at laborrelations@ohsu.edu, Director for Central Services or his/her designee.** 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.**

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

Stacy Kate Ball
Michael [Signature]
DocuSigned by: 4/7/2022
Mike Brunel
DocuSigned by: 4/7/2022
Regina Lanning

4/5/2022 TENTATIVE AGREEMENTS

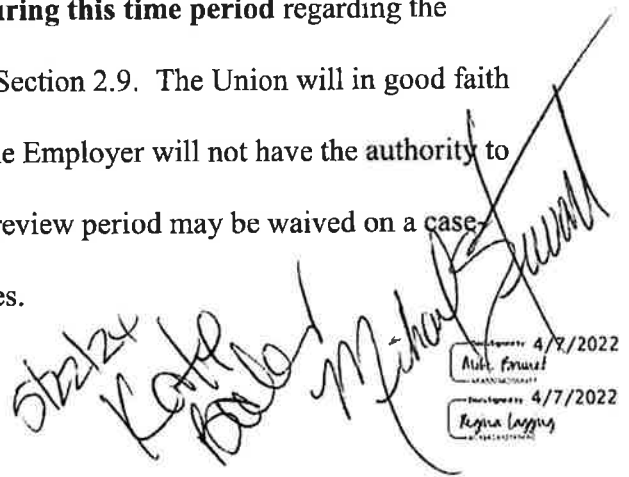
2.9.1 Union communications from external sources. The Employer will strive to ensure that the Union’s domain names and IP addresses are safe-listed in the Employer’s spam filter. The Union shall provide the Employer with the domain names and IP addresses to be safe-listed.

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. 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.



 Date: 4/7/2022
 Nick Forness
 Date: 4/7/2022
 Regina Lopez

4/5/2022 TENTATIVE AGREEMENTS

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.

*Skylar
Kotzsch
Michael Spaul*

Disseminated to 4/7/2022
Mike Brunel
Disseminated to 4/7/2022
Regina Lippus

4/5/2022 TENTATIVE AGREEMENTS

2.9.2 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 email e-mail system for communicating to Union representatives (officers, committee members, and 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 ~~Labor Relations Director Human Resources Director for Central Services~~ or his/her their designee, and (2) limited to matters dealing with ~~Union social functions, meetings, educational opportunities, elections, appointments, bargaining updates prior to impasse,~~ 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; and/or such other information as may be approved by the ~~Labor Relations Director Human Resources Director for Central Services~~ or his/her 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.

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Kate
Belle

Michael
Stewart

DocuSigned by 4/7/2022
Mile Brunel
DocuSigned by 4/7/2022
Regina Lapping

PROPOSALS TO TA

3/29/22

2.9.3 Employees' use of email-e-mail. Employees shall be permitted use of the Employer's ~~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 ~~email~~ message or as the result of any ~~email~~ message as provided herein.

4/3/2022

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Mike Brunet
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3/31/2022

DocuSigned by:
Regina Lagging
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3/29/22
Kate Rose
3/29/22
Michael

CONFIRMED TENTATIVE AGREEMENTS

7/12/2022

[FROM 7/5/22 AFSCME “PROPOSED TAS – SUGGESTED”]

2.10 Negotiating Team. The Union’s negotiating team shall consist of a maximum of fourteen (14) ~~sixteen (16)~~ ~~thirteen (13)~~ 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 sixteen (16) hours to attend all Union-specific negotiation-related training. The Union shall reimburse the Employer for the payroll costs for these employees’ time spent participating in said training.~~ The Employer shall release all negotiating team members for up to forty (40) hours. ~~eighty (80) hours~~ ~~The parties shall establish a process to address time spent by negotiating team members on~~ to participate in **other union negotiation activities and training** during 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 negotiations bargaining. The Employer recognizes that employees representing the Union during the process of negotiations are acting on behalf of the Union as members.

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 Mike Brunet
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 Regina Lagging
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 Kate Bakley
 Anne Chilton

4/5/2022 TENTATIVE AGREEMENTS

3.X 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.

5/24/22
Kate
Boyer
Michael
Sawyer

DocuSigned by: 4/7/2022
Mike Forrester
DocuSigned by: 4/7/2022
Kyma Lippig

4/19/22 PM – EMPLOYER’S AFFIRMATIVE PROPOSALS

5.EX4 Business Day. One calendar day, not including weekends or holidays.

KB
5/3/22
Maitland Street
5/3/22

DocuSigned by:
Mike Brunet
5/9/2022

DocuSigned by: FG:100209247.2
Regina Lapping
5/9/2022

5/26/2022 – TENTATIVE AGREEMENTS

5.EX1 Coaching. Coaching, sometimes referred to as 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, ~~which may be in the form of an email,~~ will be shared with the employee within ~~five (5)~~ ten (10) business days of the coaching.

6/6/2022

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Kate Baker
7/31/22
Mike Brunet

4/12/2022 AM – TENTATIVE AGREEMENTS

5.3 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:

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Kate Baker
Michael Brunet

5.37 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).

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Kate Baker
Sarah Curtis

4/5/2022 TENTATIVE AGREEMENTS

5.20 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 their ~~his or her~~ 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.**

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

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Regina Lanning

4/5/2022 TENTATIVE AGREEMENTS

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.

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Michael Stewart

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Regina Lopez

CONFIRMED TENTATIVE AGREEMENTS

7/12/2022

5.25 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 ~~or~~ the incumbent is qualified to perform the duties of the position. See Article 21 (Reorganizations and Classification Changes).

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Kate Baker
Chloe Chilton*

3/29/22 EMPLOYER'S AFFIRMATIVE PROPOSALS

5.EX3 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.

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Michael Stewart
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Regina Lapping
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- 1 **5.38 Vacant Position.** A new position or the opening of an existing position caused
- 2 by an employee having vacated the position. See Article 18.1 (Job Bid).

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AFSCME PROPOSED TENTATIVE AGREEMENTS

6/7/2022

- 6 **5.UX13 Without Authorized Leave. An employee's time away from work that meets all of**
7 **the following conditions: (1) is not ~~has been~~ approved by their supervisor or manager, (2) is**
8 **not legally protected leave, and (3) ~~and~~ for which the employee is not eligible to apply**
9 **accruals or does not have ~~has~~-adequate accruals to cover the entire absence.**

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Katie Belsky
Michael Stewart

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Mike Brunel
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Regina Lanning
6/9/2022

6.5 Work Life Balance. The parties recognize that work life balance arrangements, such as remote ~~telework~~ arrangements ~~telecommuting~~ and flexible start times, may be used to enhance productivity, recruit and retain a diverse and talented workforce, improve workplace equity and accessibility, reduce Employer costs, and address traffic congestion, parking constrictions and broader environmental interests. The Employer maintains a remote work ~~Teleworking~~ policy and guidelines that address these interests. Remote ~~Telework~~ ~~Telecommuting~~ and flex start time arrangements require mutual agreement between ~~among~~ 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.

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Kate Bahr
Sarah Curtis

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EMPLOYER'S AM COUNTERPROPOSALS

3/15/2022

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 ~~their his-or-her~~ 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.

Discussed by
Mike Ernst
5/9/2022

Discussed by
Regina Lapping
5/9/2022

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5/3/22
Michael Stewart
5/3/2022

CONFIRMED TENTATIVE AGREEMENTS 6/14/2022

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:

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.

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.

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

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Michael Sun

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6.13 Contracting Out Services. The Employer may determine to contract or subcontract work, provided that as to work that which 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 F, Section D.3. 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.

~~6.13.1 Supplemental staffing. Before the Employer may consider contracting out temporary work or the use of temporary workers, at least one of the following steps must be taken:~~

- ~~a. Offer ANI for vacant shifts.~~
- ~~b. Offer vacant shifts to other related classifications with the ANI.~~
- ~~c. If there are no internal candidates who meet the qualifications, notify the Union to address possible resolutions.~~

~~Temporary workers shall not exceed twenty percent (20%) of a work unit but never less than one (1) per work unit. Any non-temporary position filled by a temporary worker~~

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Mike Brown
RD 8/19/22

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Kate Best
Sarah Curtis

AFSCME CONTRACTING OUT PACKAGE

8/16/2022

must remain posted until filled by a regular employee. The Employer may request a short-term exemption in writing to the Union in the event that the majority of employees in the work unit are in favor of using temporary workers to fill vacancies.

When the Employer utilizes services from a temporary worker, the Employer shall provide the Union with the cost of outsourcing the work, sorted by department, on a quarterly basis.

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Mike Bruce
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Kate
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Sarah Curtis

8/16/2022 OHSU'S REMOTE WORK PACKAGE

6.UX2 ~~Telework~~ Remote Work. The Employer shall maintain a ~~teleworking~~ remote work program for classifications within the bargaining unit. ~~The Employer shall provide training for supervisors and workers who meet the criteria for participating in the program. The Parties will have a meeting to discuss the draft Remote Work policy before it is finalized, and~~ The Union will be notified in advance about material changes to the remote telework program. ~~The Union shall have the opportunity right to meet and confer over any proposed changes to the remote telework program, as per MOU #3 (Remote Work Telework Committee).~~

6.UX2.1 ~~Telework~~ Remote work requests. Employees may request a ~~telework~~ 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.UX2.2 Out-of-state remote work. ~~The Employer recognizes that employees successfully worked remotely from all fifty (50) states during the COVID-19 pandemic. As such, the Employer will not require current or future bargaining unit employees to reside and work in Oregon or Washington when the nature of their work does not require them to be physically present at an OHSU work site. The Union parties recognize the importance of promoting and serving local people and communities and is 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. telework. Additional provisions for employees who work at a remote work site outside of telework in a location other than Oregon or Washington are addressed in MOU #UX8 Out-of-State Telework. The following provisions~~

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Kate Bak
Sarah Curtis

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8/19/22

~~in this Section 6.UX2 apply to all remote workers, employees who telework in Oregon or Washington.~~

6.UX2.3 Technology; and equipment, ~~furniture and office supplies~~. The Employer shall provide the standard technology (~~OHSU: please list this~~) and equipment (~~OHSU: please list this~~), as defined by the Employer, ~~equipment, furniture and office supplies~~ necessary for ~~teleworking~~ remote work employees to perform their assigned job duties at the ~~alternate workplace~~ remote work site. A list of the typical standard technology and equipment shall be made available on the telework page on O2. ~~Alternatively, the Employer shall provide the employee with a stipend of up to \$500 for the initial setup of their work from home environment.~~ Such technology; and equipment, ~~furniture and office supplies~~ will comply with the Employer's information security, inventory and other policies and practices. Upon termination of employment or the remote ~~Flexible~~ Wwork ~~A~~arrangement, the employee shall return any equipment or supplies owned by the Employer. Employees ~~but~~ shall not be required to use their personal devices ~~do so~~ except temporarily due to emergency conditions, supply chain issues, or malfunctioning OHSU-owned equipment. Remote work employees within commuting distance of OHSU ~~shall not be required~~ may opt to perform their work duties on their personal phones or personal computers as long as they comply with IT rules.

~~Up to two hours of T~~ The Employer shall provide reasonable time (normally under two hours), during an employee's work day if possible, ~~spent by~~ to allow a remote work employee to deliver malfunctioning equipment to or retrieve new or repaired equipment from the Employer's premises, ~~per instance, shall be paid time,~~ if the employee's remote work site is within commuting distance of OHSU. If this cannot be accomplished during the

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Sarah Curtis

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8/16/2022 OHSU'S REMOTE WORK PACKAGE

employee's work day, the Employer may make arrangements to accomplish the exchange using means that will not incur overtime. ~~Office supplies will be shipped to teleworking employees at the Employer's cost.~~

6.UX2.4 Surplus property. Upon implementation of and throughout the duration of an approved ~~telework~~ 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. ~~All costs related to the procurement and delivery of equipment from the Employer's surplus property office to the employee will be covered by the Employer.~~

6.UX2.5 Differential. ~~The Employer shall provide a differential of \$50-\$95 per month to all employees participating in a remote telework arrangement to partially offset the cost to the employee of maintaining their work from home environment.~~

6.UX2.6 Household provision. The Employer shall place no restrictions on who is in the home during a remote work ~~teleworking~~ employee's work hours. Remote work employees must comply with the Employer's information security, privacy, and other policies and practices.

6.UX2.7 ~~OHSU work space and changes to established remote work arrangements~~ ~~OHSU Work Space~~. If a ~~teleworking~~ remote work employee's supervisor deems it necessary for the employee to periodically work on site, the Employer shall ensure that suitable ~~flexible~~ work space is available for the employee. ~~and shall reimburse the employee for any travel expenses incurred.~~ Except for such periodic on-site work, an established remote work arrangement shall not be revoked or amended except at the request of the employee.

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Kate Baker
Sarah Curtis

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8/16/2022 OHSU'S REMOTE WORK PACKAGE

~~6.UX.2.8 Return to Work. The Employer shall give employees fully working remotely a minimum of twenty-eight (28) days' notice that such employees must return to working from the Employer's premises partially or fully. For employees working less than fully remotely, Section 7.2.6 (Changes in Work Location) or 18.3 (Non-Temporary Transfer to Separate Location) applies, as applicable.~~

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Kate Baber
Sarah Curtis

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CONFIRMED TENTATIVE AGREEMENTS 6/14/2022

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 Section Article (3.3 Non-Contractual Standards and Benefits) to resolve the matter.

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Michael...
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7.8 On-Call. An employee shall be considered on-call when they are ~~he or she is~~ required to be available for work outside their ~~his/her~~ normal working hours, ~~are is~~ required to leave word with the Employer where they ~~he/she~~ can be contacted during a specified period of time, and ~~are is~~ required to be prepared to immediately commence work if the need arises. ~~An employee who indicates availability for overtime work but is not required to immediately commence work if notified of overtime work is not on-call.~~ 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) and ~~7.8.2 (On-Call Limitation)~~ ~~are is~~ related to health and safety and are not subject to the unit consensus process.

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 shall be granted relief at twenty-four (24) hours of continuous work. At least two (2) hours prior to the 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.~~

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Mike Brunet
9/1/2022

DocuSigned by:
Regina Lagging
9/2/2022

Handwritten signatures:
John
Kate
Mark
John
John

- ~~a. At least two (2) hours prior to the 24th hour, the employee needing on-call relief will notify both their departmental manager and the unit manager expecting the on-call services.~~
- ~~b. The departmental manager and unit manager expecting on-call services will relieve the employee by either finding a replacement or rescheduling the patient care services around an uninterrupted four (4) hour rest break for the on-call employee.~~
- ~~c. The uninterrupted four (4) hour rest break will be treated in accordance with Section 7.9 (In-House Standby)~~
 - ~~7.8.2 On-Call Limitation. Employees shall have the option to refuse on-call assignments exceeding ninety-six (96) hours in a pay period.~~

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Regina Liggins
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Kate Boy
Michael Stewart
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CONFIRMED TENTATIVE AGREEMENTS

7/12/2022

[FROM 7/12/22 AFSCME "PROPOSED TAs"]

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-patient-care 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. ~~Employees will go on a meal or rest break when directed to do so by the person in charge, and will not be retaliated against for doing so. Employees will accurately record any missed meal/rest periods in the Employer's designated timekeeping records/system or as otherwise directed, 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.~~

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AFSCME COUNTERPROPOSALS SET B

5/3/2022

7.10 Shift Trades. Hourly and salaried 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 5.3 (Consensus).

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Mike Brunet
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Regina Lapping
5/9/2022

Michael Stewart 5/3/2022
Katherine 5/3/22

7.11 Clean-Up Time and Special Clothing. 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 their ~~his/her~~ work day to clean ~~him/herself.~~ themselves.

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 ~~or by the person in charge.~~

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

~~If there are not departmental guidelines in place regarding the definition of "dirty," the employee does not receive clean-up time.~~

~~7.11-EX1 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. ~~In those areas where special clothing (including but not limited to shirts, scrubs, jackets, shoes and pants) is required and furnished by the Employer, employees are entitled to no less than five (5) minutes to allow for changing into/out of street clothing prior to the conclusion of during their shift, if needed. This time will be considered part of the~~

8/19/22
Kate Bahn
Sarah Curtis

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RJ 8/19/22

OHSU CLEAN-UP TIME PACKAGE

8/16/2022

employee's workday. Employer furnished khakis and polo shirts, or similar business casual clothing, is not "special clothing" under this section.

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Kate Bauer
Sarah Curtis

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~~Rob~~ 8/19/22

AFSCME PROPOSALS TO TA

5/24/2022

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.

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 (2) 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 ~~inclement weather~~ **conditions related to modified operations (including but not limited to public transportation closures)**, the time loss is considered leave without pay. Even when ~~modified operations inclement weather~~ is not

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Michael
Stuart

ared, if an employee makes reasonable efforts to report to work as scheduled but is unable to

AFSCME PROPOSALS TO TA

5/24/2022

do so due to ~~severe weather conditions~~ **conditions related to modified operations** natural disasters, pandemics, local and regional emergencies, and periods 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, ~~sick~~ or compensation time.

7.12.4 Closing, curtailment or delayed start of operations. When modified operations require directly result in the 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 required under Section 19.11.2, employees who should have received such notice shall receive two (2) hours of pay.** When conditions require directly result in the closing or curtailment of operations after the employee reports to work, the employee shall be paid for the remainder of their his/her work shift.

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.

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Katebal
Mike
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CONFIRMED TENTATIVE AGREEMENTS 6/14/2022

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 ~~or classification~~ at any time with an upward adjustment of the employee's ~~or classification's~~ wage rate.

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Kate Saur
Michael Stewart

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Regina Liggins
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8.11 Overpayments and Underpayments. An employee must notify the Payroll Department immediately upon becoming aware that they have he or she has 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 full period of time the underpayment occurred, with documentation,~~ the period of the error, not to exceed ~~twenty-four (24)~~ 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.

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.

8/19/22 Mike Brunet
8/19/22 [Signature]

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Kate Baker
Sarah Curtis

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. after clocking out from work or~~ when an ~~employee who is on-call and commences on-call work immediately following a shift.~~ It shall ~~also apply in the event 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, the employee will be eligible for contiguous on-call compensation.~~ 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.**

9.2.1 Compensation rate. An employee who ~~is physically called back to work is required to report for work while on-call~~ meets the requirements for callback pay in **Article 9.2** shall be paid a minimum of ~~three (3)~~ 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 and one-half times the straight rate of pay for all hours worked on-call after called back. this premium rate for all hours worked, including the minimum three (3) hours.**

~~An employee who is is not on-call and is called back to work shall be paid a minimum of three (3) hours at the premium rate of pay of three (3) times their straight rate of pay, commencing when the employee actually begins work, and shall be paid at the~~

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~~premium rate of one and one-half (1 ½) times the employee's straight rate of pay for all other hours worked, in addition to the minimum three (3) hours.~~

~~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 (~~1/2 x~~) of callback hours worked in the employee's compensatory time bank, consistent with the provisions of Section 9.1.5 (Compensatory Time).~~

~~9.2.2 Supplemental Call - Plus. In the event that immediate after hours coverage is needed while a 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 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 fifteen (15) minutes to text "yes" if they would like the shift. At the end of the fifteen (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 Supplemental Call - Plus shift worked.~~

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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 8.9 8-8.

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CONFIRMED TENTATIVE AGREEMENTS 6/14/2022

9.3 Change in Reporting Time. When the Employer wishes to change an employee's reporting time, as defined in Section 7.2.76 (Changes in Reporting Time), the following rules will apply:

...

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 1/2) 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 1/2) for the first two (2) hours worked.~~

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10.2 On-Call Pay. Employees shall be paid one (1) hour's pay at the straight time rate for each ~~four (4) hours~~ six (6) hours of assigned on-call duty. Employees who are assigned on-call duty for less than ~~four (4) hours~~ 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~~ may request, and 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~~ may elect to deposit all or a portion of such on-call pay into their ~~his/her~~ compensatory time bank without supervisory approval.

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PROPOSALS TO TA

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3 **10.3 Work from Home While On-Call.** Employees answering calls while on-call
4 ~~from home and~~ performing work at home shall be compensated at the appropriate rate of pay
5 (including overtime, shift differential and/or any other applicable compensation) for the
6 following minimum time periods:

7 30 minutes for 0-6 minutes of work performed

8 1 hour for 7-30 minutes of work performed

9 2 hours for 31 minutes – 2 hours of work performed

10 Actual time worked for greater than two hours of work performed

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

14 **10.3.1 Multiple calls.** If the time from the end of work on the first call to the
15 beginning of the second call is less than twenty (20) minutes, the two (or more) calls shall
16 be treated as a single call. If the time from the end of work on the first call is more than
17 twenty (20) minutes, the second call shall be treated as a separate event and be
18 compensated accordingly.

19 **10.3.2 When call-back is required.** If the phone call is only to notify the
20 employee that she/he must return to the Employer’s premises to perform work and no
21 effort is made to resolve the problem from home, no compensation is owing under this
22 Section 10.3. 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

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PROPOSALS TO TA

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- 24 even if the attempt is not successful and the employee must return to the Employer's
- 25 premises ~~and is~~(in which case they will be compensated in accordance with Section 9.2).

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10.8 Inclement Weather Team. Employees working on the inclement weather team will receive **\$12.00** ~~\$15.00~~ ~~\$10.00~~ per hour in addition to any premium pay normally provided for time worked on the team as authorized by the snow boss.

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Michael Stewart

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10.UX5 Float Pool Department Differential. Employees who are in a designated float-pool department position, as determined by the Employer, ~~or employees who float to a different location or different specialty than that which they were hired for~~ shall receive a differential of one dollar (\$1.00) per hour ~~five percent (5%) of their straight rate of pay.~~

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8/2/2022 – OHSU’S PROPOSED TENTATIVE AGREEMENTS

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. 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** (~~recurring requests— for example every Wednesday off—are not allowed~~), will be granted for any employee in this round. No more than three (3) of the recognized holidays listed in Section 11.1 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.

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8/2/2022 – OHSU'S PROPOSED TENTATIVE AGREEMENTS

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. ~~No more than four (4) total weeks of total time off, and no more than six (6) separate blocks for time off (including single shifts), will be granted for any employee in this round.~~ 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.

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3/29/22 EMPLOYER'S AFFIRMATIVE PROPOSALS

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.~~

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TENTATIVE AGREEMENT--AM

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1 **12.7 Vacation Donation Pool.**

2 **12.7.1 Donation eligibility.** A regular employee, may be eligible, consistent with the
3 Employer's policy, to receive donations to the employee's sick leave bank from an institution-
4 wide pool maintained by the Employer ("Pool") only if all the conditions described below are
5 met:

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

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

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

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

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

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CONFIRMED TENTATIVE AGREEMENTS 6/14/2022

13.3.3 Notification of sick time usage. ~~No sick time notification policy and/or departmental procedure that is overly burdensome to employees shall be implemented by the Employer.~~ 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 ~~shall make a good faith effort to~~ must provide sick time notification as soon as possible, ~~but shall not be required to provide said notification to the Employer greater than two (2) hours from the start of their shift.~~

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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 ~~week~~**day-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 employee'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 (1/2) 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 supervisor to determine if the employee will be required to report for work.

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26 **14.1.4 Military training leave.** An employee who is a member of the National
 27 Guard, National Guard Reserve or any reserve component of the armed forces of the
 28 United States or of the United States Public Health Service is entitled to a military leave
 29 of absence for active annual duty training. ~~Employees who have been employed for six~~
 30 ~~(6) months or more immediately preceding an application for leave under this section~~
 31 ~~shall be granted leave without loss of pay, either in a block of time or on an intermittent~~
 32 ~~basis, for the aggregate number of work days in any training year (October 1 through~~
 33 ~~September 30) which the employee ordinarily would be scheduled to work during a~~
 34 ~~period of fifteen (15) calendar days (e.g., eleven (11) work days for an employee on a~~
 35 ~~five-day work week). The parties shall follow applicable law regarding this leave.~~

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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 this ~~Test and Interview 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.

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CONFIRMED TENTATIVE AGREEMENTS

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14.1.7 Pre-retirement counseling leave. Employees who:

- 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
- ~~or OPSRP or UPP and are within two years of being eligible for full retirement,~~ employees who participate in UPP and are 57 1/2 are age 55 or over or who have at least twenty-nine (29) years of PERS-eligible service with a public employer or **employees who 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, UPP, Social Security, insurance, and other retirement income.

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CONFIRMED TENTATIVE AGREEMENTS

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14.2.7 Catastrophic Event/Emergency Leave. ~~Employees shall be allowed up to eighty (80) hours of time off to be utilized if they are unable to work during catastrophic events or public emergencies, including but not limited to wildfires, extreme heat, floods, earthquakes, violent civil unrest and~~ In the event of a states 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 ~~Labor Relations. their chain of resolution.~~ 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 leave would become available based on a declaration of emergency deemed by the Employer's emergency operations center to qualify, and may be granted on a location-by-location basis.~~

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CONFIRMED TENTATIVE AGREEMENTS 6/14/2022

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 (c) ~~(b)~~ below.

b. Employees who ~~voluntarily~~ change their status to relief from full or part-time status will maintain their insurance benefits ~~for the first six (6) months of their employment as relief staff~~ until the end of the stability period (December through May or June through November) during which 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.

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c.b. 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.

d.e. 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).

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36 **18.1 Job Bid.** When the decision is made to fill a vacant position (as defined in
37 **Article 5.38) in the bargaining unit,** the Employer must first make the position available,
38 through the job bid process, to employees in the same job classification, with similar job duties,
39 and within the affected work unit.

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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.** ~~This~~ These restrictions does not preclude an employee from applying for a position (not through the job bid process) at any time. Moreover, ~~this~~ the 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.

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40 **18.2 Job Posting.** In the event a vacant position in the bargaining unit remains to be
41 filled after the Employer has exhausted the steps in Section 18.1, the selection process may be
42 opened to other candidates. The posting requirements of this section apply to all regular and
43 relief employee positions. They do not apply to Flex Staff or Limited Duration Employee
44 positions.

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AFSCME PROPOSED TENTATIVE AGREEMENTS

6/7/2022

10 **18.3 Non-Temporary Transfer to Separate Location.** In the event that circumstances call
11 for a **non-temporary** transfer of an employee without a vacancy being created, the employee
12 being transferred from either the affected work unit or the affected team, at the manager's option,
13 will be the least senior qualified employee in the absence of a volunteer. An employee being
14 transferred to a new location will receive fourteen (14) days' advance notice ~~if the employee is~~
15 ~~required to make alternate arrangements for transportation or child/elder care.~~ For purposes of
16 the previous sentence, Marquam Hill is considered one location.

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Marquam Hill

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CONFIRMED TENTATIVE AGREEMENTS 6/14/2022

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 from the Employer on a monthly basis.

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., ~~for example,~~ performance, attendance) for the extension of Probationary Period.

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AFSCME PROPOSED TENTATIVE AGREEMENTS

6/7/2022

17 **20.2 Internal Job Change Evaluation Period.**

18 **20.2.1 When applicable.** The following employees will serve a six (6) month Internal
19 Job Change Evaluation Period:

20 a. Employees who have completed the Probationary Period and are promoting,
21 transferring or voluntarily demoting to a new bargaining unit position, **except for employees**
22 **transitioning to relief or Flex Staff in the same position in the same work unit.** See Section
23 18.2 (Job Posting). For employees transitioning from relief or Flex Staff in the same
24 position in the same work unit, the manager shall choose one of the following options and
25 share it with the employee in writing:

- 26 1. A three-month ~~Probationary Period~~ Internal Job Change Evaluation
27 Period
28 2. ~~A six-month performance evaluation~~
29 3. A waiver of the ~~Probationary Period~~ Internal Job Change Evaluation
30 Period

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

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

34 d. Employees hired into a position while on the Preferential Hire List. In accordance with
35 Section 5.20 (Preferential Hire List), this category includes employees return
36 ing from an Extended Medical Leave (EML) and qualifying for hire pursuant to Section
37 18.2.1 (Reemployment Obligations). If, however, the employee returning from an EML is
38 placed in the same job classification, with essentially the same job duties and in the same work
39 unit from which the EML was granted, then the evaluation period does not apply.

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

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3/8/2022 1PM – OHSU’S INITIAL PROPOSALS

1 **20.2.4 Modified progressive discipline.** During this evaluation period
2 employees shall have access to a modified progressive discipline process consisting of a
3 written ~~reprimand~~ **warning** and discharge, both actions subject to a standard of just cause
4 except for the number of steps in the progressive discipline process. This modified
5 disciplinary process shall apply primarily to issues of conduct or attendance, as
6 distinguished from causes for removal under Section 20.2.5.
7

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45 **20.2.5 Right to remove during evaluation period.** At any time during the
46 Internal Job Change Evaluation Period, the Employer may remove an employee if, in the
47 opinion of the Employer, the evaluation period indicates that such employee is unable or
48 unwilling to perform his/her duties satisfactorily, that the employee's habits and
49 dependability do not merit his/her continuance in the position, or if a lack of work,
50 shortage of funds or materials, abolishment of position or other events not reflecting
51 discredit on the employee occur. **The employee may also request removal during the**
52 **Internal Job Change Evaluation period.**

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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 7.2.7 (Changes in Reporting Time).

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, or significantly increases the hours worked by incumbent employees on an ongoing basis shall be deemed to create an additional 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.

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21.2 Classification and Reclassification Procedure. CURRENT CONTRACT LANGUAGE

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. ~~and will have an equal opportunity to receive an upward reclassification.~~ 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.

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

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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.

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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.

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7/12/2022

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 ~~seeking out and~~ providing employees access to these development 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.

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CONFIRMED TENTATIVE AGREEMENTS

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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 ~~approved or~~ required to attend educational training during or outside of ~~his/her~~ their normal work schedule, ~~he/she~~ they will be compensated at the appropriate rate of pay for time spent in training. ~~The employee shall~~ ~~may be~~ For reimbursement for related expenses, see ~~pursuant to~~ Section 22.5 (Education Expense Reimbursement).

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23.3 Investigatory Interviews

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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 notification would compromise the integrity of the investigation, the Employer will notify the ~~Union~~ 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 grievance stewards ~~to the represented employee~~. 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.

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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.

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AFSCME PROPOSED TENTATIVE AGREEMENTS

6/7/2022

42 **23.6 Unauthorized Absences.** Any unauthorized absence of an employee from duty may
43 constitute grounds for disciplinary action. Unauthorized absences include but are not limited to
44 no-call no-shows. Any employee who is absent ~~himself/herself~~ for three (3) consecutive
45 workdays without notification to the Employer or ~~ten (10)~~ five (5) total workdays during a
46 twelve (12) month period without authorized leave as defined in Section 5.UX13 ~~shall~~ may be
47 deemed to have resigned, at the Employer's discretion. Such absence may be authorized by the
48 Employer by a subsequent approval of leave with or without pay, when extenuating
49 circumstances are found to have existed. ~~An~~ The employee will be provided, ~~upon request,~~ an
50 opportunity to explain the extenuating circumstances. In the event of an the employee's absence
51 for of three (3) consecutive workdays without notification, ~~is accompanied by failure to notify,~~
52 the supervisor shall make one (1) reasonable attempt to confirm the employee's welfare by
53 placing a telephone call to the last known number prior to the employee's resignation. This
54 demonstration of concern will not serve to extend the employee's job protection rights.

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Michael [Signature]

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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.

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23 ARTICLE 25. STRIKES, LOCKOUTS AND PICKET LINES

24 The Union agrees that during the life of this Agreement, the Union, its agents or its
25 bargaining unit members will not authorize, encourage ~~instigate~~, aid or engage in any work
26 stoppage, slowdown, sickout, refusal to work, picketing or strike against the Employer, against
27 its ~~goods~~ services or on its property. The Employer agrees that during the life of this
28 Agreement, there will be no lock out. Any alleged violation of this Article by either party may
29 be referred ~~to the grievance arbitration procedure~~ the **Employment Relations Board** or may be
30 pursued in the Courts at the discretion of the moving party.

31 All employees in the **Campus Dispatcher Bargaining Unit** may not strike (as defined by
32 law) per ORS 243.736. If, after bargaining pursuant to applicable statutes, the Employer
33 and the **Campus Dispatcher Bargaining Unit** do not reach agreement, the Union may
34 exercise its right to submit the matter to binding arbitration per ORS 243.742. In such
35 event, any decision made by the arbitrator will only affect the **Campus Dispatcher**
36 **Bargaining Unit.**

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ARTICLE 28. LABOR MANAGEMENT COMMITTEE

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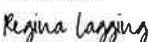
28.2 Composition. The Labor Management Committee (LMC) shall be composed of six (6) AFSCME-represented employees ~~representatives of the Union~~, and six (6) representatives of the Employer), none of whom shall be employed in Human Resources. There shall be two co-chairs consisting of one Union employee 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 employees' supervisor is provided not less than six (6) weeks of 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.**

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5/10/2022 TENTATIVE AGREEMENTS

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, 2022¹⁹.

\$1,430,207.00 ~~\$1,362,101.74~~ for the 12-month period commencing on July 1, 2023²⁰.

\$1,463,646.00 ~~\$1,393,948.59~~ for the 12-month period commencing on July 1, 2024²¹.

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Kate Book
Michael Suwal
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4/5/2022 TENTATIVE AGREEMENTS

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 no later than the first full week in March thereafter.~~ The parties agree to request and pre-schedule mediation. The first mediation session shall be scheduled to commence no later than the ~~first full week in June,~~ last full week in May subject to mediator availability. The parties may mutually agree to renew the current Agreement or to waive or extend any of these timelines.

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Baker

Michael Stewart

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Mike Brown
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Kenna Lanning

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APPENDIX C

Employee Benefits Council

Section 1 – Purpose

The Employer, ~~the Union~~ AFSCME Local 328 and Local 4820 (House Officers 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 herein:

- 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;

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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 ~~the Union~~ AFSCME Local 328, one (1) representative appointed by AFSCME Local 4820, two (2) representatives appointed by the ONA, and ~~six (6)~~ seven (7) 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 ~~one (1)~~ two (2) votes, AFSCME Local 328 ~~four (4)~~ two (2) votes, AFSCME Local 4820 one (1) vote, and the Employer ~~three (3)~~ seven (7) 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 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 three (3) four (4) Employer Council members shall constitute a quorum.~~

Evaluative criteria, which the Council may modify at any time, shall be as follows:

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- 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.

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KB 5/13/22

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APPENDIX G

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 5.3 (Consensus) defines which sections of this Agreement are appropriate for consensus agreements under this contract.

A. Resources

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.

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Process and Timeline for Reaching a Consensus Agreement

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Getting Organized


A small Consensus Exploration Committee (CEC) should meet and discuss the feasibility of developing an agreement. This meeting shall include ~~AFSCME-represented employees,~~ managers and supervisors, **as well as a subset of AFSCME-represented employees,** ~~as they~~ who will be affected by the agreement. Agreements that modify parts of the contract not listed in Section 5.3 or that are overly-burdensome to administer are not permissible. ~~feasible.~~ 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 the “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~~

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proposal then consensus is reached. Remember, supporting may not mean 100% agreement with the proposal.

6. Finalize the written ~~C~~consensus ~~A~~agreement using the template, making sure it includes all the required elements.

Implementation

If consensus on the agreement is reached the manager or designee is responsible for the following:

1. ~~Send~~ Email a copy to ~~your HR business partner~~ **Labor Relations** at **laborrelations@ohsu.edu** and to the **Union** at **getsmart@oregonafscme.org**. ~~Union staff.~~
2. Email a copy to the 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, ~~offer interpreting services to review the agreement with such employees.~~ **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**

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Michael Brunet

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Management Committee (LMC), the unit-level LMC ~~is responsible for~~ should conducting an annual review of the agreement as well.

CB. 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 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.

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 Kate Gold
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~~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:~~

- ~~1. Interest Based Problem Solving materials~~
- ~~2. "How to Develop Consensus in the Workplace" workbook~~
- ~~3. Common Interests list~~
- ~~4. Consensus Agreement Template~~

6/6/2022

DocuSigned by:
Mike Brunet
A6A53004D56A4EF...
6/6/2022

DocuSigned by:
Regina Laggins
9C494C9121654AC...

5/31/22
Kate B...
Michael Brunet

6/21/2022 – TENTATIVE AGREEMENTS

APPENDIX EX.1 Voluntary Waiver of Weekend 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 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 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 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 (\$0.50 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.

DocuSigned by:
Mike Brunet
971/2022

DocuSigned by:
Regina Liggins
9/2/2022

8/30/22
Kate Bales
Nancy Stewart
(8/30/22)

6/21/2022 – TENTATIVE AGREEMENTS

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

DocuSigned by:
Mike Brunet
9/1/2022

DocuSigned by:
Regina Lagging
9/2/2022

8/30/22
Kate
Michael
9/3/2022

6/21/2022 – TENTATIVE AGREEMENTS

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

DocuSigned by:
Mike Brunet
9/1/2022

DocuSigned by:
Regina Laggins
9/2/2022

8/30/22
Kate Baker
Markus Brunet
8/30/2022

MEMORANDUM OF UNDERSTANDING #3

Remote Work Committee Telecommuting Task Force

~~OHSU and AFSCME Local 328 share a mutual interest in ensuring enhancing the availability of remote work telecommuting opportunities for bargaining unit employees, maintaining remote work guidelines that are mutually beneficial to the Employer and employees, and engaging in mutual problem-solving around remote work. As such, the parties agree to a joint remote work committee telecommuting task force, which will include representatives of the Employer and a minimum of three (3) representatives of the Union. This committee shall meet quarterly every other monthly. Bargaining unit employees will be paid for participation in committee task force meetings. This committee will consider Section 6.5 (Work Life Balance) when making its recommendations. 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.~~

8/19/22
Kate Bahr
Sarah Curtis

MSB 8/19/22
RJ 8/19/22

MEMORANDUM OF UNDERSTANDING #7

Services for Employees Whose ~~Speak~~ Primary Language is Not English ~~As a Second Language or Who Speak ASL~~

~~Interfaith Locations, Interpreting Services, Safety Training, Translated Document and Gender Neutral Restrooms~~

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 ~~speak~~ primary language is not English ~~as a second language or who speak ASL~~. As such, the Union and the Employer agree on the following:

~~1. Interfaith locations. Designated interfaith locations for prayer and meditation are posted on O2.~~

1. Translations 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, ~~as well as how to request translation of other parts of the Agreement as needed~~. 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. Amharic, Bosnian, Burmese, Oromo, Russian, Spanish, Tagalog, Tigrinya, Ukrainian and Vietnamese~~. A page announcing **containing** the translated versions of the agreed-upon verbiage shall appear in the agreement before the table of contents.

2. Translated Copies of ~~Agreed~~ Key Articles in this Agreement: After the Union and the Employer review and agree on ~~to~~ the key articles to be translated and the cost of

DocuSigned by:
Mike Brunet
97172022

DocuSigned by:
Regina Liggins
97272022

Handwritten signatures and dates:
9/30/22
Koko
Makay
9/30/22

translation, ¶the Union will arrange to have 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.

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 the 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 ~~the requested~~ 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.

4.—Safety—†Trainings: The Employer will continue its make efforts to make Compass and other trainings, ~~especially those~~ regarding safety, training understandable for employees whose ~~speak primary language is not English.~~ , including employees not fluent in English.

~~5. Translations and Interpreting Services Committee: Within ninety (90) days of ratification of this Agreement, the parties shall form a joint committee to develop~~

9/21/22
Kate
Mahesh
Barbar

DocuSigned by:
Mike Brunet
9/17/2022

DocuSigned by:
Regina Lagging
9/27/2022

~~solutions on how to better serve employees whose primary language is not English. The committee shall include a minimum of three (3) six (6) union representatives and shall include stakeholders who work closely with the employee groups the parties strive to make improvements for. The committee shall meet, Bargaining unit employees will be paid for participation in these committee meetings.~~

6.5. Translated Information O2 Page: ~~document.~~ As part of the work of the above committee, ~~the~~ Employer agrees to develop, within one hundred and eighty (180) ~~ninety (90)~~ 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 ~~and services from~~ key ~~the following~~ departments, including but not limited to: Affirmative Action and Equal Opportunity, **Benefits (including leaves and retirement)**, Environmental Health and Safety, Career and Workplace Enhancement Center, Center for Diversity and Inclusion, Confidential Advocacy Program, Employee Assistance Program, Human Resources ~~(including Benefits)~~, 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 ~~the labor unions~~ and employee resource groups at OHSU. Human Resources ~~(including Benefits and Retirement)~~, union representatives, AAEO, Integrity Office, the Center for Diversity and Inclusion 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.

DocuSigned by:
Mike Brunet
26A530D856AEF-
9/1/2022

DocuSigned by:
Regina Lagging
9649592265AC
9/2/2022

~~6. 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.~~

Memorandum of Understanding re Translations and Interpreting Task Force

Services Committee: Within ninety (90) days of ratification of this Agreement, the parties shall form a joint task force committee to develop solutions on how to better serve employees whose primary language is not English. The task force committee shall include a minimum of three (3) ~~six (6)~~ 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 participation in these task force committee meetings.

DocuSigned by:
Mike Brunet
APAS3D0AD156A4EF
9/1/2022

DocuSigned by:
Regina Lagging
9/2/2022

Handwritten signatures:
@2/2/22
Kate
Marilyn
9/2/22

CONFIRMED TENTATIVE AGREEMENTS

7/12/2022

[FROM 7/5/22 AFSCME “PROPOSED POSSIBLE TAS”.]

MEMORANDUM OF UNDERSTANDING #8

~~Transportation Assistance~~ 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 ~~following transportation assistance programs:~~ OHSU TriMet ~~Transit~~ Bus Passes- 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 2022 - TBD ~~2019-2022~~ Agreement, the Employer will offer annual TriMet ~~Tri-Met transit~~ bus passes to AFSCME employees ~~free of charge~~, 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.

~~Parking Assistance: For the duration of the 2022 – TBD Agreement the Employer will offer free daily parking to AFSCME employees whose straight hourly rate of pay is \$20.00 or less.~~

DocuSigned by:
Mike Brunet
ABA53094D55A4EF

DocuSigned by:
Regina Lagging
9C494C9121654AC

*7/19/22
Kate Baker
Clara Shuman*

8/2/2022 – OHSU’S PROPOSED TENTATIVE AGREEMENTS

MEMORANDUM OF UNDERSTANDING #10

Hardship Fund

To establish a fund for relief of AFSCME-covered employees from housing insecurity, transportation insecurity, child-care insecurity, food insecurity, the Employer will provide the Union with ~~Two One~~ **One Hundred Thousand Dollars (\$100,000)** for each year of this Agreement. ~~of 2019, 2020 and 2021.~~ **One Hundred Thousand Dollars (\$100,000) 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.~~ 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 this ~~the 2019-2022~~

Agreement.

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 8/15/2022
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DocuSigned by:

 8/16/2022
 9C494C9121654AC...

FG:100519875.1



Kate Back
 8/9/22
 Michael Stewart

8/2/2022 – OHSU'S PROPOSED TENTATIVE AGREEMENTS

AFSCME LOCAL 328

OREGON HEALTH & SCIENCE UNIVERSITY

By: _____

By: _____

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING #UX13

Child Care Reimbursement

The Employer and the Union recognize the desirability of reducing the expense borne by families to obtain child care for children age twelve (12) or under or for children who are disabled and age eighteen (18) or under. Within three (3) months of ratification of this Agreement, the Employer shall reimburse subsidize bargaining unit employees' child care costs in a manner similar to the OHSU 2020 Childcare Hardship Fund.

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Mike Brubaker 8/15/2022
A6A53094D56A4EF...

DocuSigned by:
Regina Lagging 8/16/2022
9C494C9121854AC
FG:100519875.1

Kate Boehr
8/9/22
Michael Stewart

AFSCME PROPOSED TENTATIVE AGREEMENTS

6/7/2022

55 **MEMORANDUM OF UNDERSTANDING #11**

56 **Staffing Escalation**

57 In order for the Union to have direct contact with the Employer to discuss staffing issues,
58 upon the Union's request the Employer will arrange for up to two meetings each year among the
59 Union, up to two (2) senior leaders (excluding the President) overseeing up to two (2) areas of
60 the Union's choice (two leaders total), and ~~the Chief of Staff for the first two meetings held in~~
61 ~~the first year of this contract, replaced by the Labor Relations Director Vice President of~~
62 ~~Human Resources thereafter.~~

6/14/22
Kofe
Michael
[Signature]

6/8/2022

DocuSigned by:
Mike Brunet
6/9/2022

DocuSigned by:
Regina Lapping
6/9/2022

MEMORANDUM OF UNDERSTANDING #14

Clean-Up Time Guidelines

~~Within six months of the ratification of the 2019-2022/2022 _____ 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.~~

8/19/22
Kate Bals
Sarah Curtis


MSB 8/19/22
P. [Signature] 8/19/22

MEMORANDUM OF UNDERSTANDING #16

Union Officers

8/19/22

Mike Brmel

8/19/22 

8/19/22
Kate Baker
Sarah Curtis

7/19/2022 PROPOSED TENTATIVE AGREEMENTS

MEMORANDUM OF UNDERSTANDING #19

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~~ **0.1154** hours of vacation time for each hour paid ~~the following vacation time for each hour paid up to a maximum of 224~~ **240** hours per year ~~the maximums listed below based on full-time hours paid (1.0 FTE):~~

~~After 15th through 20th year: at 0.962 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.~~

AFSCME LOCAL 328

OREGON HEALTH & SCIENCE UNIVERSITY

By: _____

By: _____

Date: _____

Date: _____

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Mike Brunet
ABA53094D55A4EF

DocuSigned by:
Regina Lagging
82394C8121668AC
FG:100489751.1

7/19/22
Kate Bak
Carmel Chuan

CONFIRMED TENTATIVE AGREEMENTS 6/14/2022

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.~~

*6/14/22
Katherine
Michael Parent*

6/14/2022

DocuSigned by:
Mike Brunet
ARAS3094D66A1EF
6/15/2022

DocuSigned by:
Regina Lapping
9C4H4C9121855AC

CONFIRMED TENTATIVE AGREEMENTS 6/14/2022

MEMORANDUM OF UNDERSTANDING #UX4

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 any 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 ~~for the duration of this Agreement.~~

6/14/2022

DocuSigned by:
Mike Brunet
AFAS3004D56A4EF
6/15/2022

Handwritten signatures:
Kathy
Kate
Michael Stewart

DocuSigned by:
Regina Laggins
9C494CB121E54AC

MEMORANDUM OF UNDERSTANDING #UX6

Training Trust

~~AFSCME Local 328 ("Union") and Oregon Health & Science University ("Employer") recognize that both the Employer and Union represented employees benefit from offering continuing education opportunities to said employees.~~

~~Within three (3) months of ratification of this Agreement, the Employer shall make monthly contributions to the United We Heal Training Trust ("Trust"), in the amount of one half of one percent (0.5%) of the gross monthly payroll for all employees represented by the Union. These contributions will provide eligible Union represented employees and prospective Union represented employees with career and training benefits as may be determined by the trustees of the Trust.~~

~~Contributions shall be held and managed pursuant to the terms and provision of an agreement and declaration of trust now existing and any amendments made thereto, which is incorporated herein by reference. The Employer shall comply with the provisions of the trust agreement, including those regarding the contribution due date, contribution reporting and payroll auditing.~~

~~The Employer and the Union shall each have the right to appoint a trustee to the Trust as permitted by the declaration of trust, which the trustees of the trust may amend from time to time.~~

8/19/22
Kate Baker
Sarah Curtis

CONFIRMED TENTATIVE AGREEMENTS 6/14/2022

MEMORANDUM OF UNDERSTANDING #UX7

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) ~~four (4)~~** times per each year of this Agreement.

6/14/2022

DocuSigned by:
Mike Brunet
A1A53091256A8FF
6/15/2022

DocuSigned by:
Regina Lapping
3C491C0121654AC



8/16/2022 OHSU'S REMOTE WORK PACKAGE

MEMORANDUM OF UNDERSTANDING #UX8

~~Out-of-State Remote Work Telework~~

WITHDRAWING

FG:100542013.1

8/19/22
Kate Bah
Sarah Curtis

8/19/22 MSB
~~DA~~ 8/19/22

CONFIRMED TENTATIVE AGREEMENTS

7/12/2022

MEMORANDUM OF UNDERSTANDING #UX9

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 ~~forty (40)~~ eight (8) hours of ~~paid leave~~ 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 ~~provide twenty-eight (28) days’ advance notice~~ 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. ~~Authorization for the use of this leave shall not be withheld unless the Employer determines that the use of such leave would hinder the efficiency of the employee’s work unit.~~

The employee must provide documentation to their supervisor upon completion of their community service hours.

7/19/22
Kate Baker
Christ Church

DocuSigned by:
Mike Brunet
ABAS3094D58A4EF

DocuSigned by:
Regina Laggini
9C494C9121854AC

CONFIRMED TENTATIVE AGREEMENTS

7/12/2022

MEMORANDUM OF UNDERSTANDING #UX14

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 that 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 ~~shall be made available~~. 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 ~~Open Enrollment~~, 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 resolution consideration. Issues regarding computer access are not grievable.

~~Departments in which chart documentation is a priority within their employees’ job description shall have no less than a 2:1 employee to computer ratio to ensure employees~~

DocuSigned by:
Mike Brunet
ABA53094D56A4EF

DocuSigned by:
Regina Laggini
9C494C9121654AC

7/19/22
Kate Beck
Clare Johnson

CONFIRMED TENTATIVE AGREEMENTS

7/12/2022

~~are able to perform both their jobs and their duties as an employee. Computers in this case include desktops, computers on wheels, laptops and tablets.~~

DocuSigned by:
Mike Brunet
ABA53094D58A4EF

DocuSigned by:
Regina Laggins
9C494C9121654AC

7/19/22
Kate Baker
Clare Shum

6/21/2022 – TENTATIVE AGREEMENTS

~~MOU-re Daily Overtime, Weekend, and Shift Differential Waivers~~

~~Employees may waive daily overtime, weekend differential, and shift differential discussed under the parties' collective bargaining agreement. The purpose of these waivers is to allow employees flexibility with their work day schedule as approved by the employee's department. These waivers may be initiated by the employee, though the employee's supervisor may inform the employee about this option. The Employer shall send the Union notification of submitted waivers.~~

~~A submitted waiver will remain in effect until cancelled by the employee (by notifying OHSU Payroll and their supervisor) or their supervisor (by notifying OHSU Payroll and the employee). Any such cancellation shall become effective the next full pay period following proper notification.~~

Appendix E – Voluntary Waiver of Daily Overtime – current contract language

Appendix H – Voluntary Waiver of Shift Differential – current contract language

DocuSigned by:
Mike Brunet
9/1/2022

DocuSigned by:
Regina Liggins
9/2/2022

FG:100162968.10

8/30/22
Kate Baker
Michael Stewart
8/30/22

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MEMORANDUM OF UNDERSTANDING

Exit Interviews

Within one (1) year of the ratification of this agreement the Employer shall offer bargaining unit employees terminating their employment ~~or changing departments~~ an exit interviews, which may be given in survey form. For this exit interviews 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. ~~For in-person exit interviews, the employee will be given a form to opt in to having their responses shared with the Union. Employees will also be given an option to have their responses anonymized before sharing.~~ Employees may request a copy of their exit interview responses. Employees shall be given the option to decline the release of their responses to the Union.

The Employer shall share the survey responses, of those bargaining unit employees who opted in, with the Union on a quarterly ~~monthly~~ basis. ~~During the 2022-20__ CBA, the Employer will make a good faith effort to offer employees terminating their employment shall be offered an exit interview, which may be given in survey form.~~

8/19/22
Kate Beck
Sarah Curtis

MSB 8/19/22
~~Rob~~ 8/19/22

MEMORANDUM OF UNDERSTANDING RE:
TRAVELERS & TEMPORARY WORKERS

If requested, the Employer will meet with the Union up to ~~twice~~ 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.

8/19/22
Mike Bruce
8/19/22



8/19/22
Kate Baker
Sarah Curtis

MEMORANDUM OF UNDERSTANDING (replace existing LOA)

Oregon Health & Science University & AFSCME Local 328

Contracting Out Model

WITHDRAWING

8/19/22
Mike Brumby
8/19/22


8/19/22
Kofe Bar
Sarah Curtis

MEMORANDUM OF UNDERSTANDING 22-1.5

AFSCME Inclusion in Workforce Development Initiatives or Plans

~~For any workforce development initiative or plan that is developed in partnership with any outside organization, or which is government sponsored or funded, the Employer shall reserve a portion minimum of twenty percent (20%) of the positions, financial resources or other plan resources to bargaining unit employees; half of this amount twenty percent (20%) shall be reserved for underrepresented employees.~~

The Employer and Union shall partner, by means of a twice-yearly meeting between the parties, ~~with the Union~~ on approaching the Legislature regarding funding of workforce development initiatives and related plans ~~for~~ to support underrepresented OHSU employees, on the marketing 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, ~~by means of a twice-yearly meeting between the parties.~~ Should the reserved positions and Legislative resources earmarked for workforce development initiatives and related plans for underrepresented OHSU employees not be fully used by ~~bargaining unit~~ these employees ~~twenty percent (20%) threshold above not be reached~~ 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.

8/19/22 Mike Boat
8/19/22 ~~RJ~~

8/19/22
Kate Baker
Sarah Curtis