

**AGREEMENT BETWEEN**

**Oregon Health & Science University**

**&**

**AFSCME Council No. 75**

**Local Number 328**

**September 10, 2012 to June 30, 2015**

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## **PREAMBLE**

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

### **ARTICLE 1 - RECOGNITION AND UNION SECURITY**

**1.1 Recognition.** The Employer recognizes the Union as the sole and exclusive bargaining agent for all classified employees of the Employer, excluding registered nurses and those who are supervisors, managerial employees or confidential employees as defined in this Agreement and in ORS 243.650.

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

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

**1.1.3 Unit clarification.** Any dispute concerning bargaining unit composition shall be resolved by the Employment Relations Board.

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

**1.2 Union Security.**

**1.2.1 Union membership and fair share.** Employees in the bargaining unit are required either to become members of the Union or to make payments in-lieu-of dues (also referred to as fair share payments) to the Union. Payments in-lieu-of dues shall be the equivalent of regular Union dues, subject to the fair share payer's rights under state and federal law. Fair share payers are advised of their rights by an annual mailing from AFSCME Council 75 each December. The Employer agrees to remain neutral with regard to the administration of these rights, which will be the sole responsibility of the Union. New bargaining unit employees who do not become members of the Union within thirty (30) days after the effective date of their employment shall be deemed obligated to make payments in-lieu-of dues.

*a.* An employee's chosen form of dues or payment in lieu of dues shall recommence upon reinstatement following a period of layoff or extended leave.

*b.* Dues and payments in-lieu-of dues for employees working less than full-time will be as outlined by Union policy.

**1.2.2 Dues deduction.** On the first and second pay period of each month, the Employer shall deduct a sum equal to one-half (½) of monthly Union dues from the wages of employees in the bargaining unit who are members of the Union and who have requested such deductions pursuant to ORS 292.055 and from the wages of employees who are not members of the Union. The first deduction shall begin on the first payroll period following authorization from the employee or thirty (30) days of employment, whichever occurs first. The Employer shall remit a payment for all said deductions to the Union within two (2) weeks after the deductions are made. Each payment shall be accompanied by a listing of the names, employee identification numbers, and the amount

remitted for all employees from whom deductions were made during the period for such remittance.

**1.2.3 Bona fide religious exemption.** Any employee who is a member of a church or religious body having bona fide religious tenets or teachings which prohibit association with a labor organization, or the payment of dues to it, shall pay an amount of money equivalent to regular Union dues to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the Union. The employee shall furnish written proof to the Employer that this has been done. Notwithstanding an employee's claim of exemption under this section, the Employer shall deduct payments in-lieu-of dues from the employee's wages pursuant to this Article until agreement has been reached between the employee and the Union.

**1.2.4 Union notification obligations.** The Union shall provide membership applications to bargaining unit employees upon request and notify the Employer's payroll office of the membership/fair share status of the employee. The Union will also notify the payroll office periodically of individuals who have become members of the Union and to whom the fair share provisions of this Article no longer apply. The Union shall also provide the payroll office and the Vice President of Human Resources or his/her designee thirty (30) days advance notice of a change in the amount of dues or payments in-lieu-of dues.

**1.2.5 Indemnification.** The Union agrees that it will indemnify, defend and save the Employer harmless from all suits, actions, proceedings, and claims against the Employer or person(s) acting on behalf of the Employer whether for damage, compensation, reinstatement or combination thereof arising out of the Employer's implementation of this Article.

## **ARTICLE 2 - UNION PROVISIONS**

**2.1 Union Representatives.** The Union will select certain of its agents as "Union Representatives," as defined in Section 5.35, and certify in writing their names to 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 of their presence, for the purpose of meeting with employees regarding matters affecting their employment. Such visits are not to interfere with the normal flow of work.

## **2.2 Union Stewards.**

**2.2.1 Appointment of Stewards.** The Union shall appoint stewards, including one (1) Chief Steward, (1) Senior Lead Steward, eleven (11) Lead Stewards, and additional regular Stewards. The Union shall immediately notify the Human Resources Director for Central Services or his/her designee of the names of Stewards upon their selection and the area(s) each steward represents. 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. There shall be no more than two (2) stewards employed in a work unit of more than twenty (20) employees and no more than one (1) steward employed in a work unit of 20 or less employees.

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

a. Each Steward shall be granted no more than forty-eight (48) hours, each Lead Steward shall be granted no more than one hundred fifty (150) hours, and the Senior Lead Steward will be granted no more than one hundred eighty (180) hours per fiscal year, or a proration upon appointment.

b. An employee's total release time for Union activity under this Article shall be limited to no more than twenty (20) hours per month. This limitation, however, shall not include release time under Section 2.10 or Section 2.12 or time spent at the Employer's request, and shall not apply to Section 2.13. This limitation may be exceeded when attending a Union convention as a mandated or elected delegate.



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

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

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

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

Stewards shall not suffer loss of pay or other benefits as a result of fulfilling their responsibilities, provided that they properly notify their immediate supervisor. Such responsibilities include investigation of grievances, attendance at grievance meetings, distribution of Union information, and attendance at Steward meetings and training sessions. A work release for quarterly or new steward training shall require a minimum of six (6) weeks' prior notice to the Steward's supervisor. Time spent in otherwise permitted activities without proper notification and release by the supervisor(s) involved will be considered unauthorized leave without pay for both the Steward and/or the grieving employee and may be disciplined accordingly. Each Steward shall maintain a record of dates and times spent on the functions described in this Article. No Steward

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

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

**2.2.6 Education and training.** First time stewards shall be granted up to sixteen (16) hours during regular scheduled working hours without loss of pay or other benefits for education and training. This training shall include, but not be limited to, collaborative skills, steward procedural requirements, fact-finding skills and the grievance process. Continuing shop stewards shall be granted eight (8) hours per year during regular scheduled working hours without loss of pay or other benefits for upgrading and reaffirming the previously learned skills.

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

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

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

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

**2.3 Release Time.** Employees will be afforded release time when attending an investigatory meeting with the Employer or a Step 1, 2, or 3 grievance meeting.

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

**2.5 Union Orientation.** The Employer shall provide the Union up to thirty (30) minutes at group orientation to advise employees of the rights and responsibilities of Union membership. 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.

**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 communications dealing with social functions, meetings, educational opportunities, elections, Union appointments, and such other information as may be approved by the Human Resources Director for Central Services or his/her designee.

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

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

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

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

**2.7 Bargaining Unit Data.** The Employer shall provide to the Union the names, home addresses and telephone numbers, department, department code, departmental telephone number, campus 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 and membership status of all bargaining unit employees on a monthly basis by transference through an appropriate data base.

The Employer further agrees to provide to the Union upon request, but no more than four (4) times per contract year, the name, department and work area, rate of pay, hire and termination date of every temporary, limited duration and student employee employed by the Employer. The

parties understand that this information will not include employees hired through employment agencies.

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

**2.8 Use of Campus Mail.** Union communications allowed under this paragraph refer exclusively to official Union communications from bona fide Union representatives. The content of all such communications shall not be demeaning, derogatory or inflammatory (as defined in Section 2.9 below) in nature. The Union shall be allowed the use of the campus mail for communicating to Union representatives (officers, committee members, stewards and navigators) not to exceed ten percent (10%) of the bargaining unit membership based on membership census as determined each July 1st. The Union will also be permitted to distribute copies of this Agreement to bargaining unit employees by delivery in bulk to each department. Bargaining unit members shall be allowed to return information in the campus mail to one central campus location designated by the Union up to four (4) times per year. The Union will coordinate any such mailing with the mailroom in order to lessen the impact upon the mailroom. The Union may also use the campus mail for mass distributions of materials to bargaining unit members if it properly coordinates any such mailing with the mailroom and receives approval from the Human Resources Director for Central Services or his/her designee.

**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. The Union will concurrently provide Human Resources with a copy of any email sent bargaining unit-wide.

**2.9.1 Union communications from external sources.** 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.

**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 e-mail system for communicating to Union representatives (officers, committee members, stewards and navigators) not to exceed ten percent (10%) of the bargaining unit membership census as determined each July 1<sup>st</sup>. Second, Union officials may, in accordance with Employer policy, communicate by email to groups of bargaining unit employees greater than fifty (50) total in number no more than four (4) times per year, provided that the communication is (1) approved by the Human Resources Director for Central Services or his/her designee, and (2) limited to matters dealing with Union social functions, meetings, educational opportunities, elections, appointments, bargaining updates prior to impasse, and/or such other information as may be approved by the Human Resources Director for Central Services or his/her designee. 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.

**2.9.3 Employees' use of e-mail.** Employees shall be permitted use of the Employer's e-mail system for the purpose of communicating with Union representatives and co-workers regarding Union matters, provided the origination and reading of such communications occurs only during non-working time. Bargaining unit employees will be permitted access to the Internet during their non-working time on equipment and locations as permitted by the Employer. Employees shall be limited to no more than one (1) page of printed text per each authorized e-mail message or as the result of any e-mail message as provided herein.

**2.10 Negotiating Team.** The Union's negotiating team shall consist of a maximum of 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 parties shall establish a process to address time spent by negotiating team members on other Union activities when they are participating in contract negotiations. Negotiating team members may be selected from any of the work units represented by the Union. If more than one Union member is elected from a work unit, the Union shall reimburse the Employer for the payroll costs of the additional member(s) for time spent participating in bargaining. The Employer recognizes that employees representing the Union during the process of negotiations are acting on behalf of the Union as members.

**2.11 Union Leave.** Employees elected to any Union office or selected by the Union to do work which takes them from their employment at the Employer may, upon sixty (60) days' written notice, request and be granted a leave of absence of up to 90 days. The Union will cooperate with the Employer by limiting such requests so that a maximum of five (5) employees altogether, and a maximum of one (1) employee per department, will be granted such leave at any given time. An employee shall be granted such leave no more than one (1) time every three (3) calendar years. Union leave includes an employee taking time off to attend a Union conference or convention unless the employee is attending as a mandated or elected delegate; an employee shall be granted such leave no more than once per year.

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

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

**2.13 Union President.** The Employer will grant the Union President paid time of eight (8) hours per week. The President shall be compensated for up to an additional twelve (12) hours per week by the Union, 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.

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

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



## ARTICLE 3 - GENERAL PROVISIONS

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

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

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

*a.* The Employer will notify the Union in writing in the event that it contemplates changing any such standard or benefit.

*b.* The Union may demand in writing to bargain over the contemplated change within fourteen (14) calendar days after receiving written notification by the Employer. If such a demand is not submitted within 14 days, the Union shall have waived its right to bargain over the change.

c. The parties will bargain in good faith with regard to the contemplated change. It is the parties' full and mutual expectation that they will reach resolution through this process.

d. In the rare event that agreement is not reached through this process, the Union may submit the matter to arbitration within fifteen (15) days following the last date the parties met to negotiate the change. For purposes of this paragraph, the authority of the arbitrator, whose decision shall be final and binding, is limited to determining whether the contemplated change is unreasonable. "Unreasonable" means that the negative effect on bargaining unit members outweighs the need or benefit to the Employer. If timely submittal for arbitration is not made, the Employer may implement the contemplated change.

The Employer shall have the right to implement changes in other standards or benefits that are not covered under the above description or under the provisions of this Agreement. The provisions of this section shall not be deemed to restrict the Employer from exercising any of the management rights set forth in Article 4 or elsewhere in this Agreement, including but not limited to the adoption or modification of policies not inconsistent with the provisions of this Agreement. The parties further agree that any provisions of ORS 243.698 that are inconsistent with the provisions of this section shall not apply.

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

## ARTICLE 4 - MANAGEMENT RIGHTS

**4.1 Management Rights.** The parties agree that the Employer has the right to operate and manage the institution including, but not limited to, the rights enumerated in ORS 243.650 through 243.782; the right to maintain order and efficiency; to direct employees and to determine job assignments and working schedules; to determine the methods, means and personnel to be used; to implement improved operational methods and procedures; to determine staffing requirements; to determine the kind and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire employees; to promote and transfer employees; to discipline, demote or discharge employees for just cause; to lay off employees; to recall employees; to require reasonable overtime work of employees; and to promulgate rules, regulations and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement.

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

## ARTICLE 5 - DEFINITIONS

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

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

**5.2 Compensatory Time.** Time accrued in lieu of cash payment. See Section 9.1.5.

**5.3 Consensus.** Appendix G contains the guidelines for reaching consensus. A work group reaches consensus when, after collective deliberation regarding a particular matter or issue, at least 80% of the group members (rounded to the closest whole number), including management representatives, reach agreement on a solution. Consensus agreements shall remain

in force for the term of this Agreement, unless earlier cancelled or amended by the group. All consensus agreements and amendments must be submitted to Human Resources and the Union.

**5.4 Day** – means calendar day unless otherwise indicated.

**5.5 Demotion.** A transfer of an employee from a position in one class to a position in another class having a lower maximum salary rate. See Section 8.5.

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

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

**5.6 E-mail.** Refers to the Employer’s electronic mail system as made available through the Information Technology Group (ITG) for business application purposes. See Section 2.9. E-mail use whether for business or personal use remains the property of the Employer and is subject to all policies and procedures for application and compliance review.

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

Does the position exist to perform this essential function?

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

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

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

**5.8 Evaluation Period.** One of three types of working test periods – referred to as the Probationary, Internal Job Change and Job Bid Evaluation Periods – during which an

employee is required to demonstrate his/her ability to successfully perform the essential job functions of the position. See Article 20.

**5.9 Executive Organizational Unit (EOU).** A unit that is organized under an executive position or a combination of executive positions, and is accountable for an area of operations within the organization. There are five (5) separate EOU's: Healthcare, Central Services, Research, School of Medicine, and Other Academic. See, e.g., Section 19.4.

**5.10 Extended Medical Leave.** Leave granted at the Employer's discretion upon the application of the employee for additional unpaid leave after the employee exhausts all paid sick leave and unpaid leave due under the OFLA/FMLA.

**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 supplement permanent staffing levels. See Appendix B.

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

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

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

**5.15 Managerial Employees.** Managerial employees are defined as employees (1) who possess the authority to formulate and carry out management decisions, or who represent management's interest by taking or effectively recommending discretionary actions that control

or implement employer policy, and (2) who have discretion in the performance of these management responsibilities beyond the routine discharge of duties.

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

**5.17 Part-Time Employee.** An employee who holds an appointment of less than 1.0 FTE.

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

**5.19 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, or (c) have returned from an extended medical leave of absence, and (3) who are entitled to have their names certified for appointment to a vacant position for which they are qualified.

a. Employees on the preferential hire list (“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. If the employee is determined by the Employer to be qualified for the position in accordance with the current position description, the employee shall be offered the position prior to any internal applicant.

b. In accordance with Section 19.6, employees on the PHL as a result of having been laid off may remain on the list for up to two (2) years. Employees on the PHL for all other reasons (removal during job change evaluation period, return from extended medical leave, or selection of layoff in lieu of FTE reduction or downward reclassification) may remain on the PHL for up to one (1) year.

c. Except as provided in Section 20.2.8, employees on the PHL are entitled to no more than one placement into a position from the PHL.

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

**5.21 Promotion.** The movement of an employee from a position in one class to a position in another class having a higher maximum salary rate. See Sections 8.5 and 18.3.

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

**5.23 Reclassification.** A change in classification of a position by raising it to a higher paid class, reducing it to a lower paid class, or moving it to another class at the same pay level. Reclassification must be based on finding that the duties of a position have been altered, are better described by another classification, and the incumbent is qualified to perform the duties of the position. See Article 20.

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

**5.25 Regular Position.** A position occupied by a regular employee.

**5.26 Regular Rate of Pay.** Straight rate of pay plus, where applicable, any differential payable under this Agreement, calculated on a weekly basis.

**5.27 Relief Employee.** An employee who is assigned to work on an intermittent and sporadic basis without the guarantee of hours of work or a set work schedule, and who provides coverage during periods of Employer need due to vacation, sick, or other employee leaves of absence. Relief employees are entitled to the same benefits afforded part-time employees, including the utilization of seniority in all relevant articles. Relief employees must be available to work at least two (2) shifts per calendar month as determined according to the Employer's needs. If a relief employee fails to meet this minimum obligation in two (2) separate months within a calendar year, the employee will be deemed to have voluntarily resigned.

**5.28 Stakeholder.** Any OHSU employee affected by an issue addressed in the context of Labor/Management activities. Stakeholders ideally maintain an active interest in their work

environment and accept collaborative accountability for its efficient and effective operation and high morale.

**5.29 Steward.** A member of the bargaining unit designated by the Union to act on behalf of one or more bargaining unit employees. See Section 2.2.

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

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

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

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

**5.34 Transfer.** The movement of an employee from one position to another in the same or a different class in the same salary range without a break in service. See Section 8.5.



**5.35 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. See Section 2.1.

**5.36 Vacant Position.** A new position or the opening of an existing position caused by resignation, retirement etc. See Article 18.

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

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

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

## **ARTICLE 6 - EMPLOYMENT PRACTICES AND PROCEDURES**

### **6.1 Non-Discrimination.**

**6.1.1 Equal employment opportunity.** The provisions of this Agreement shall apply equally to all employees in the bargaining unit without regard to age, race, religion, sex, color, disability, national origin, sexual orientation or political affiliation. In the event that the Americans with Disabilities Act or any other law requiring accommodation of an employee conflicts with the provisions of this Agreement, such law shall control.

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

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

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

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

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

**6.4 Position Descriptions.** Position descriptions shall be reduced to writing and delineate the specific duties currently assigned to an employee's position. A dated copy of the position description shall be given to the employee upon assuming the position and at such time as the position description is amended. Any amendments which change responsibility sufficiently to warrant a classification change will be subject to the provisions of Article 21 addressing classification changes.

The position description will be used as a basis for preparation of work plans, competencies or other descriptions of employment expectations a supervisor may utilize. Nothing contained herein shall compromise the right or the responsibility of the Employer to formulate and/or modify position descriptions and to assign work consistent with the classification specification.

**6.5 Telecommuting.** The parties recognize telecommuting as a work arrangement that may be used to enhance productivity, recruit and retain a diverse and talented workforce, reduce costs, and address traffic congestion, parking constrictions and broader environmental interests. The Employer maintains a Teleworking policy that addresses these interests. Telecommuting arrangements require mutual agreement among the employee, supervisor and department/unit director and are approved on a case-by-case basis at the Employer's discretion. If an employee's telecommuting request is denied, the employee may request a written explanation for the denial.

**6.6 Performance Expectations.**

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

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

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

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

counseling of the employee and shall be subject to the attendance policy applicable to the employee's work unit.

**6.7.1 Accommodation.** An employee who has a non-job related illness or injury may request and the Employer may grant work that she/he can perform in accordance with the Employer's processes. For temporary accommodations, the Employer shall estimate the duration of the assignment and notify the employee as soon as possible of the anticipated completion date. The Employer will attempt to reasonably accommodate a disabled employee with a job he/she can perform in a productive manner while maintaining an acceptable attendance record.

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

## **6.8 Personnel Records.**

**6.8.1 Personnel file contents.** The Employer's file pertaining to an individual employee is referred to as the employee's personnel file. The contents of each file are confidential as to the individual employee. An employee's personnel file consists of his/her centralized personnel file in Human Resources and departmental personnel file. It does not include his/her supervisor's notes file. A copy of each employee's performance appraisal shall be maintained in his or her personnel file. No grievance material shall be kept in the personnel files after a grievance has been resolved except the resolution. An employee may include in his/her personnel file copies of any relevant material he/she wishes, such as letters of favorable comment, licenses, certificates, college course credits or any other material which reflects creditably on the employee. The Employer will provide the contents of an employee's personnel file to the Union upon specific

authorization of an employee or pursuant to its legal obligation to produce information requested by the Union.

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

**6.8.3 Placement of documents in personnel file.** No information reflecting critically upon an employee shall be placed in the employee's personnel file unless the employee receives a copy of the material and is provided a bona fide opportunity to submit rebutting information. The employee shall be asked to sign such material to be placed in his/her personnel files with an attached disclaimer that the employee's signature confirms only that the supervisor has discussed and given a copy of the material to the employee, and does not indicate agreement or disagreement.

If an employee is not available within a reasonable period of time to sign the material, the Employer may place the material in the files provided that a copy of the document was mailed, certified return receipt requested, to the employee at his/her address of record.

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

**6.8.5 Removal of materials.** Except as provided below, materials reflecting written disciplinary action shall be removed from an employee's 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. Materials may be removed earlier upon mutual agreement of the manager and the employee. If the

employee has not requested removal and there have been no further disciplinary events during the two (2) year period, then the Employer will not consider the disciplinary action for purposes of progressing discipline. Exceptions are as follows:

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

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

**6.9 Reporting Inappropriate Use of Resources, Waste or Fraud.** Inappropriate use of Employer resources, waste or fraud shall be reported at the lowest supervisory level. Employees who believe that the lowest supervisory level is inappropriate or feel uncomfortable discussing this with their immediate supervisor are encouraged to contact the University Integrity and Compliance Office or the Executive Vice President. The Executive Vice President or his/her designee may assign investigations of inappropriate use, waste or fraud to any of the following: University Integrity and Compliance Office, Legal Department, Human Resources, AAEO Department, Public Safety, or any other individual or entity she/he deems appropriate.

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

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

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

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

**6.13 Contracting.** The Employer may determine to contract or subcontract work, provided that as to work which is presently and regularly performed by employees in the bargaining unit, the Employer agrees to 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 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.

## **ARTICLE 7 - HOURS OF WORK**

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

## **7.2 Scheduling of Work.**

**7.2.1 Shifts in excess of 12 hours.** Shifts in excess of twelve (12) hours affecting current employees shall not be established without the consent of the Union and the affected employee, unless the employee is exercising a layoff option pursuant to Section 19.3.

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

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

**7.2.4 Requests for flexible work schedules.** An employee or group of employees may request and the Employer may grant a flexible work week schedule. If the flexible schedule would impact the daily overtime language set forth in Section 9.1.1, the employee may agree to waive his/her contractual right to overtime after the employee's regularly scheduled shift by signing the Voluntary Waiver of Daily Overtime form as set forth in Appendix E. A copy of this form is available from the Payroll Department.

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



**7.2.6 Changes in reporting time.** The Employer may, notwithstanding the provisions of Sections 7.2.5 and 7.2.7, change an employee's reporting time on a temporary basis, subject to the compensation provisions associated with failure to provide adequate notice of such change set forth in Section 9.3.

**7.2.7 Changes to work schedules.** The Employer may, notwithstanding the provisions of Section 18.1.1, change an employee's schedule subject to the terms of this paragraph. The Employer will use reasonable efforts to honor seniority when making work schedule changes. The Employer shall provide twenty-eight (28) days' notice and a written explanation to the employee(s) and the Union of any changes of more than one (1) hour in an employee's regular work schedule. The Employer shall provide fourteen (14) days' notice and a written explanation to the employee(s) and the Union of any changes of one (1) hour or less in an employee's regular work schedule, provided that an employee who demonstrates a scheduling hardship (due, for example, to childcare, home care or transportation concerns) shall be entitled to a full 28 days' notice. Such changes in work schedule can be implemented prior to elapsing of the required notice period upon mutual written agreement between the employee(s) and the Employer.

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

**7.3 Report Pay.** An employee who is scheduled for work, does not receive notice of shift cancellation in accordance with Section 19.10.2, and reports for work shall be paid a minimum of four (4) hours. Where the scheduled shift is less than four (4) hours in duration, however, the employee shall be paid for the hours scheduled. In the event that operations are closed or curtailed due to inclement weather, Section 7.12.4 shall control.

**7.4 Availability of Non-Scheduled Work.** In the event non-scheduled work becomes available in a work unit, it shall be offered and assigned in the following order:

1. The work shall first be offered, in order of seniority, to employee(s) who have been temporarily laid off within the current and previous pay period, who are qualified, and who have advised their supervisor in advance that they wish to avail themselves of available non-scheduled work. If working the non-scheduled

work would cause the employee to incur overtime, the employee shall be required to change any vacation or comp time used during such temporary layoff to leave without pay (LWOP) to avoid the payment of overtime as a result of working non-scheduled work.

2. In the event no eligible temporarily laid off employees wish to avail themselves of non-scheduled work, 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

Employees may not work non-overtime regular shifts 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.

3. If there are no volunteers, mandatory assignment of non-overtime work will apply in reverse order of seniority.
4. If the work cannot be accomplished without incurring overtime pay, the assignment shall be made according to the provisions of Section 9.1.4.

Departments are encouraged to develop a process to assign remaining non-scheduled work utilizing the LMC Consensus Process. This process should consider the availability and qualifications of personnel, efficiency of operation, employee needs and fiscal impact upon the Employer.

**7.5 Rest Periods.** A rest period of fifteen (15) minutes shall be permitted for all employees during each consecutive work period of four (4) hours or more. Rest periods shall be

scheduled in accordance with the operating requirements of each employee's duties and shall be considered on-duty time.

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

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

**7.7 Time Off Between Regularly Scheduled Shifts.** It is the parties' mutual desire that employees receive no less than ten (10) hours off between regularly scheduled shifts. 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 regularly scheduled shifts on consecutive days, and the employee is required to work additional hours 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 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 shall not apply in this context.

b. In the alternative, the Employer may compensate the employee at 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. This compensation shall be in addition to the employee's normal compensation for all hours worked at the applicable pay rate.

If an employee requests a schedule change 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.

**7.8 On-Call.** An employee shall be on-call when he or she is required to be available for work outside his/her normal working hours, is required to leave word with the Employer where he/she can be contacted during a specified period of time, and is required to be prepared to immediately commence full-time work if the need arises. An employee shall not be on call once s/he actually commences performing assigned duties and receives the appropriate rate of pay for time worked, except that Professional and Technical Employees of the Hospitals and Clinics identified as "Sector 5" employees shall continue to receive on call pay even after they commence receiving the appropriate rate of pay for time worked.

**7.9 In-House Standby.** Employees on in-house standby are required to remain in-house while not actively involved in the performance of their regular assignments or related tasks. Employees on in-house standby will be provided with a private, locked sleeping room, which shall include a bed or stretcher with clean linen and blankets, desk or counter with lamp and chair, telephone and television. For standby compensation, see Section 10.4.

**7.10 Weekend Work.** An employee normally scheduled for weekend work may trade weekend work with the mutual consent of the other employee and their immediate supervisor provided that no overtime or premium pay will result and that employees make such trades within the same pay period.

**7.11 Clean-Up Time.** Whenever a job performed or the material or equipment utilized has caused an employee to become dirty, the employee shall be allowed a reasonable amount of time without loss of pay prior to any meal period or prior to the completion of his/her work day

to clean him/herself. In those areas where special clothing is required and furnished by the Employer, changing into street clothing will be considered part of the employee's workday.

**7.12 Inclement Weather.** The Employer may, in its discretion, decide to close selected portions of its operations because of inclement weather. Work areas which operate on a continuous twenty four (24) hour basis will remain open at all times. In the event of inclement weather declared by the Provost or designee, the following rules will apply:

**7.12.1 Shuttle buses.** The Employer shall make reasonable attempts to have the shuttle buses run on a modified inclement weather 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 the employee's work area remains open, the employee shall suffer no loss of pay if the employee has made every reasonable effort to report to work as scheduled and arrives within two (2) hours of his/her scheduled start time. Employees arriving greater than two hours late due to inclement weather 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, the time loss is considered leave without pay. Employees may request and shall be granted use of paid leave time.

**7.12.4 Closing, curtailment or delayed start of operations.** When weather conditions require cancellation of a shift or a delayed start of operations, the two (2) hour notice provision of Section 19.10.2 shall apply. In such circumstances, the notice provisions of Section 9.3 shall not apply. When weather conditions require the closing or curtailing of operations after the employee reports to work, the employee shall be paid for the remainder of 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.

## ARTICLE 8 - COMPENSATION

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

2.5% effective the first full pay period following July 1, 2012

1.5% effective the first full pay period following July 1, 2013

1.0% effective the first full pay period following January 1, 2014

2.5% effective the first full pay period following July 1, 2014

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

**8.1.1 Lump sum payment.** Eligible employees shall receive no later than July 31, 2014 a lump sum payment in an amount equivalent to one percent (1%) of the employee's straight rate of pay, annualized based on FTE status. To be eligible for such lump sum payment, the employee must be employed by the Employer on the date of ratification of this Agreement and on the date of payment.

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

**8.3 Merit-Based Adjustments.** The wage rates referenced in Section 8.1 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 step adjustment or lump sum bonus as determined by the Employer in its sole discretion. 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 Administrative units. The Market-Based Wage Committee conducting this review will be comprised of up to five (5) representatives appointed by each party. Up to 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 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 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.

**8.4.4 Downward adjustment.** In the event that the pay range for a classification is adjusted downward pursuant to this Section 8.4, the pay rate of employees in that classification will remain unchanged. If the employee's rate is over the

maximum of the new range, any pay adjustment for the employee will be at the recommendation of the Market-Based Wage Committee.

## **8.5 Salary Adjustments upon Change in Status.**

**8.5.1 Voluntary demotion.** Pay for an employee voluntarily demoting to a job classification in a lower pay range shall be set at a rate mutually agreed to by the employee and the manager. The employee's new pay rate, however, shall not be lower than the step four (4) rate of the range into which the employee is demoting. In the event the step four (4) rate represents an increase, the employee's new pay rate will be no less than the step closest to the employee's current pay. Where an employee is demoting to a position for which s/he is not fully qualified but for which the Employer is willing to train the employee, the new wage rate will be determined in accordance with Section 18.4.

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

*a.* Whenever an employee demotes to a job classification in a lower range that has a wage rate the same as the previous pay step, the employee's wage shall be maintained at that step in the lower range.

*b.* Whenever an employee demotes to a job classification in a pay range which does not have pay steps corresponding with the employee's previous wage but is within the new pay range, the employee's pay shall be maintained at the current rate until the next step increase date. At the employee's next step increase date, the employee shall be granted, subject to the provisions of Section 8.2, a step increase within the new pay range, plus the amount by which his/her current pay rate is below the next higher rate in the new pay range. In no event shall this new rate exceed the highest rate in the new pay range.

*c.* Whenever an employee demotes to a job classification in a lower range, but the employee's previous wage is above the highest step for that range, the employee shall be paid at the highest step in the new pay range.



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

**8.5.3 Promotion.** An employee upon promotion shall receive a pay increase of at least four percent (4%). Management has the discretion to award a higher increase 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.

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

## **8.6 Reclassification.**

**8.6.1 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. The effective date of reclassification payment shall be the first pay period following receipt of the reclassification request by the Human Resources Department. The employee's new anniversary increase date will be the first day of the pay period following twelve (12) months in the new class.

**8.6.2 Downward reclassification.** When an employee is reclassified downward as described in Section 21.4, the employee's pay rate will remain unchanged unless the employee's rate is over the maximum of the lower range, in which case the employee will be placed at the maximum pay rate for the lower range.

**8.7 Return from Layoff.** When an employee is appointed from a layoff list to a position in the same class in which the person was previously employed, the employee shall be paid at the same step at which he or she was being paid. When an employee separates from the Employer as a result of layoff and subsequently returns to active employment with the Employer,

the employee's previous step increase date shall be adjusted by the amount of time served on the layoff list.

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

**8.9 Final Paychecks.** When a regular employee is dismissed or an employee is removed during the Probationary Period, the Employer shall deliver the final paycheck to the employee at the same time and in the same manner as the written notice of such action. When an employee voluntarily resigns, the employee shall receive his/her final paycheck on the next regularly scheduled pay day.

**8.10 Overpayments and Underpayments.** An employee must notify the Payroll Department immediately upon becoming aware that 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 Payroll's notification to the employee of such overpayment. Absent special circumstances, the employee will be allowed to repay the total overpaid amount over the same period as the overpayments were made, up to a maximum of twelve (12) months or the employee's termination of employment, whichever occurs first. In the event of underpayment, retroactive adjustment shall, unless otherwise required by the law, be applied to the period of the error, not to exceed twelve (12) months of such underpayments preceding the date of either the employee's notification to Payroll or Payroll's notification to the employee of the error.

## **ARTICLE 9 - OVERTIME AND PREMIUM PAY**

### **9.1 Overtime.**

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

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

**9.1.2 Overtime compensation.** Employees shall be compensated at the rate of one and one-half (1 ½) times their regular rate of pay for overtime worked. 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.

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

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

*a.* 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 employees who accept the offer of overtime. 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.

*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, the 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.

*d.* If the need for overtime arises within two (2) hours of the end of the shift, the Employer's initial obligation under subparagraph *a* is limited to offering the overtime work to employees on duty. If no such employee accepts the offer of overtime, 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 pay taxi fare at its direction for an employee required to work beyond the employee's scheduled shift if (1) the employee was first notified of the 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.* Effective 120 days following execution of this Agreement, 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.

*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.

*i.* Following the execution of this Agreement, the Union and the Employer will establish a joint task force for the purpose of identifying units where the assignment of overtime is highly prevalent and making recommendations designed to reduce the incidence of overtime on those units.

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

**9.2 Call Back.** Call-back compensation shall apply when an employee who is on-call is called back to work. It shall also apply when an employee who has been released from duty and is not on-call is called in to work and is then released from duty prior to the employee's next reporting time.

**9.2.1 Compensation rate.** An employee who is called back to work shall be paid a minimum of two (2) hours at the premium rate of pay of one and one-half (1 ½) times the employee's straight rate of pay. 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.

**9.2.2 Commencement of compensation.** Call-back compensation will commence when the employee actually begins work. Where, however, an employee is

directed to report for transportation to a location other than an Employer work site, call-back compensation will commence at the time of departure from the employee's residence.

**9.2.3 Mileage reimbursement.** The employee who is called back shall receive private car mileage, both ways, between home and the duty station at the rate prescribed in Section 8.8.

**9.3 Change in Reporting Time.** Reporting time is the time designated or recognized as the start of the daily work shift or schedule. When the Employer wishes to change an employee's reporting time the following rules will apply:

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

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

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

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

*d. Employee requests.* When a change in reporting time is requested by an employee and approved by the Employer, this section shall not apply.

*e. Curtailment at beginning of shift.* In the event that an employee is notified of a later reporting time with the same ending time for the shift, this section shall not apply. Instead, the two (2) hour notice provision of Section 19.10.2 shall apply.

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

## **ARTICLE 10 - DIFFERENTIAL PAY**

### **10.1 Shift Differential.**

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

**10.1.2 Rates.** Evening shift differential shall be paid at 7% of the straight hourly rate of pay or \$1.36, whichever is greater. Night shift differential shall be paid at 12.5% of the straight hourly rate of pay or \$2.65 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.

**10.2 On-Call Pay.** Employees shall be paid one (1) hour's pay at the straight time rate for each six (6) hours of assigned on-call duty. Employees who are assigned on-call duty for less than six (6) hours shall be paid on a prorated basis. Employees may elect, in lieu of cash payment, to deposit all or a portion of such on-call pay into their comp time bank, consistent with Section 9.1.5.

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

30 minutes for work performed 0-6 minutes

1 hour for work performed 6-30 minutes

2 hours for work performed 30 minutes - 2 hours

Actual time worked for work performed 2 hours or greater

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

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

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



Section 10.3. If, on the other hand, the employee makes an attempt to resolve the problem and performs work at home, she/he shall be paid in accordance with this section even if the attempt is not successful and the employee must return to the Employer's premises and is compensated in accordance with Section 9.2.

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

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

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

**10.6 Bi-Lingual Differential.** The Employer agrees to pay a bi-lingual differential of five percent (5%) of the straight rate of pay for all compensated hours to employees who meet all of the following criteria and who are not currently employed in the Translation and Interpretive Services Department:

1. The Employer has assigned the employee to communicate with the Employer's customers (patients, faculty, and staff) in a recognized and approved language other than the English language for a minimum of four (4) hours a week.

2. The Employer has determined that proficiency in the specified language is an essential element of the job as set forth in the employee's job description.
3. The employee has successfully completed an appropriate language examination certifying his/her bilingual proficiency in English and the specified language.

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

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

**10.8 Inclement Weather Team.** Employees working on the inclement weather team will receive \$8.00 per hour in addition to any premium pay normally provided for time worked on the team as authorized by the inclement weather team boss.

**10.9 Transport Work.** The Employer agrees to pay each PANDA employee a bonus of \$65.00 in addition to his/her regular rate of pay for each transport assignment. This flat rate shall apply regardless of whether the transport work is performed during overtime or premium pay hours. The Employer agrees to contract only with transport services that are in compliance with Federal and State laws and regulations applicable to such transport. The Employer shall provide accidental death and dismemberment insurance in the amount of \$500,000 for authorized PANDA employees who are engaged in air transport.

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

**10.10.1** When an employee is assigned by the Employer for a minimum of four (4) hours within one shift to perform the major distinguishing duties of a position at a higher level classification, the employee shall be paid a differential of at least four percent (4%) of the employee's straight rate of pay. When the assigned duties are not

contained in an existing classification, but require substantially greater knowledge, skill and abilities than the assigned classification the employee shall receive a minimum five percent (5%) differential.

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

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

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

**10.10.5** The parties will form a joint task force to clarify the criteria that are utilized to determine when WOC pay applies and when reclassification under Section 21.2 is warranted. The work of this task force will be completed within six (6) months following the effective date of this Agreement.

## **ARTICLE 11 - HOLIDAYS**

**11.1 Recognized Holidays.** The following holidays shall be recognized:

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

- 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 (excluding Relief) will be entitled to holiday compensation at their straight time hourly rate of pay on all recognized holidays based on their FTE status, provided the employee is in pay status the employee's entire scheduled work shift preceding the holiday and the employee's entire scheduled work shift after the holiday.

An employee will be considered in pay 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 (excluding Relief) shall be entitled to a prorated number of hours based on their FTE status at the time of the holiday. Employees eligible for holiday compensation may 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.

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

**11.4 Holiday Work Schedules.** Managers and employees in each work unit are strongly encouraged to utilize the consensus process to develop procedures for the scheduling of holiday work that best suit the needs and demands of that unit. Such procedures may vary in

whole or in part from the remaining provisions of this section, which shall apply only if such consensus-based procedures are not developed in the work unit.

Employees shall normally be notified of holiday work schedules at least twenty-eight (28) days in advance, except in situations over which the Employer has no control. Employees who are normally scheduled to work on the day and shift on which a holiday falls shall be given an opportunity to request to work or not to work his/her scheduled shift on the holiday. Such requests shall be granted on the basis of seniority consistent with the operating needs of the Employer. If the number of employee requests to work on a holiday is insufficient to meet operating needs, the Employer shall assign the work to the employee(s) with the least seniority among those regularly scheduled to work the shift and qualified to perform the particular tasks. Work units are encouraged to develop holiday work schedules and/or resolve concerns regarding holiday schedules utilizing the consensus process described in Section 5.3.

## **ARTICLE 12 - VACATIONS**

### **12.1 Accrual of Vacation Time.**

a. All full-time, part-time, and relief employees employed prior to 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).

YEARS OF SERVICE	RATE PER PAID REGULAR HOUR PAID	NUMBER OF DAYS PER YEAR	NUMBER OF HRS. PER YEAR
In 1st through 5th year	<b>.0615</b> PER HOUR PAID	<b>16</b>	<b>128</b>
After 5th through 10th year	<b>.0731</b> PER HOUR PAID	<b>19</b>	<b>152</b>
After 10th through 15th year	<b>.0846</b> PER HOUR PAID	<b>22</b>	<b>176</b>
After 15th through 20th year	<b>.0962</b> PER HOUR PAID	<b>25</b>	<b>200</b>
After 20 <sup>th</sup> year	<b>.1077</b> PER HOUR PAID	<b>28</b>	<b>224</b>

b. 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).

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

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

**12.1.2 Restoration of accrual rates.** Employees who have been separated from employment with the Employer and return to a permanent position within two (2) years shall be given credit for years of service prior to their separation. All time in unclassified service, including periods with academic rank, shall be counted as long as there is not a break in service of more than two (2) years.

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

**12.3 Use of Vacation.** Vacation benefits shall be used for scheduled absence at the discretion of the employee consistent with the scheduling provisions of Section 12.4. Vacation may also be used for unscheduled absences consistent with the Oregon Family Leave Act

(OFLA) and the Family Medical Leave Act (FMLA). An employee shall notify his/her supervisor in writing of the amounts and type of each accrued leave time to be used for the paid leave prior to the taking of the leave.

## **12.4 Scheduling of Vacations.**

**12.4.1 Unit procedures.** Managers and employees in each work unit are strongly encouraged to utilize the consensus process to develop procedures for requesting and granting vacations that best suit the needs and demands of that unit. Such procedures may vary in whole or in part from the provisions of this section. The remaining provisions of this section shall apply only if such consensus-based procedures are not developed in the work unit.

**12.4.2 Vacation opportunities.** The Employer recognizes its obligation to provide employees with the opportunity to utilize a combination of accrued vacation benefits and compensatory time each year at each employee's annual vacation accrual level. The Employer shall use its best efforts to provide vacation time off at times requested by employees consistent with the Employer's operational needs. The Employer will determine, as of December 31<sup>st</sup> of each year, the number of employees to be off at any one time throughout the vacation year as described below in Section 12.4.3. Nothing prevents the Employer from offering additional vacation opportunities at various times during the year if business conditions permit.

**12.4.3 Submission and granting of vacation requests.** For the vacation year beginning on May 1<sup>st</sup> and continuing through April 30<sup>th</sup> of the following year, employees will initially submit their written vacation requests in two rounds. All requests for scheduled time off will include last day available to work and first day returning to work. Vacation 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 10<sup>th</sup>.
- b. For the first round, employees must submit their requests no later than January 31<sup>st</sup>. No more than four (4) total weeks of total time off, and no more than four (4) separate requests for time off, will be granted for any employee in this round. 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 21<sup>st</sup>.
- c. For the second round, employees must submit their requests no later than March 10<sup>th</sup>. 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 no later than March 31<sup>st</sup>.
- d. Written paid leave requests submitted after March 10<sup>th</sup>, except when leave is otherwise allowed by federal or state law, must be submitted two pay periods in advance for paid leaves of one (1) week or more, and as much time in advance as possible for paid leaves of less than one (1) week. Such requests will be granted on a first-come first-served basis. Requests for leave of one week or more shall be granted or denied within fourteen (14) days of the request. Requests for leaves of less than one week shall be granted or denied as soon as possible based on available time off as designated by the manager. The approved paid leave schedule will be visibly posted in the work area.

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



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

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

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

**12.6 Cashout of Accrued Time.**

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

**12.6.2 Military or educational leave.** An employee on a military or educational leave of absence without pay in excess of thirty (30) days shall be paid for

vacation hours accrued up to the end of the last full pay period of service with the Employer.

**12.6.3 Voluntary cashout.** Employees will be afforded the opportunity to request cashout of accrued but unused vacation time (provided they have a vacation accrual balance of 120 hours or more) and compensatory leave hours two (2) times annually as follows: (1) in November for the period of January through June of the following year, and (2) in May for the following period of July through December.

*a.* The cashout election is irrevocable. The employee must designate the number of hours he or she wishes to cash out and the paycheck on which the payment should be reflected. The hours will be converted to cash at the base pay rate in effect at the time cashout occurs.

*b.* The maximum cashout of vacation time allowed for each 6-month period is forty (40) hours. Hours available for cashout are limited to those that accrue in the 6-month period for which cashout is requested. Hours cashed out on the payment date will be the greater of the amount of all hours requested (up to 40) or the amount of vacation time remaining unused for the period in question. Employees are not allowed to access hours accrued in a prior period to reach the original cashout elected.

## **12.7 Vacation Donation Pool.**

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

*a.* The employee is absent from work either:

*(i)* for a period of fourteen (14) consecutive days or more due to a medical condition of the employee or a member of the employee's immediate family or household, as defined in Section 13.3.2 of this Agreement, or

(ii) for a number of days equivalent to one pay period at the employee's FTE level (which is generally equivalent to 14 calendar days but need not be consecutive) because the employee or an immediate family or household member suffers from a life-threatening illness or injury, or death.

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

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

*c.* The employee does not qualify for disability insurance benefits, worker's compensation coverage or retirement benefits.

Employees who believe that they meet these criteria may make a request for donation eligibility by contacting Human Resources. Human Resources will review all such requests to assure adherence to these criteria. Employees may indicate whether they wish their eligibility to be revealed to potential donors.

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

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

## ARTICLE 13 - SICK LEAVE

**13.1 Accrual of Sick Leave.** Sick leave shall be earned by each employee at the rate of .0462 hours per each hour compensated at the regular or straight time hourly rate of pay, up to a maximum of ninety-six (96) hours per year. As sick leave accrues, it will be deposited in the employee's sick leave bank.

**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. This conversion shall be based upon an employee's limited utilization of sick leave, excluding 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 31<sup>st</sup> of the subsequent calendar year. Conversion shall occur on a two to one (2:1) basis as follows:

1. Up to 80 sick leave hours may be converted to 40 vacation hours if an employee has accessed zero (0) sick leave days during the prior calendar year.
2. Up to 32 sick leave hours may be converted to 16 vacation hours if an employee has accessed no more than one (1) sick leave day during the prior calendar year.
3. Up to 16 sick leave hours may be converted to 8 vacation hours if an employee has accessed no more than two (2) 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). Departments are encouraged to develop other creative and positive ways to recognize employees for regular and timely attendance.

**13.3 Utilization of Sick Leave.** Employees may use earned sick leave for absence due to illness, bodily injury, disability resulting from pregnancy, necessity for medical or dental care, exposure to contagious disease, or attendance upon a member of the immediate family or

household member where the employee's presence is required because of illness, necessity for medical or dental care, injury or death consistent with Section 14.2.4, Bereavement Leave. Employees are entitled to use paid sick leave immediately upon accrual. For use of sick leave while on FMLA or OFLA leave, see Section 14.2.2.

**13.3.1 Employee responsibility.** For absences not covered by FMLA or OFLA, the employee has the responsibility to make arrangements, within a reasonable period of time, for the care of the ill or injured immediate family or household member.

**13.3.2 Immediate family and household member.** For purposes of this section, immediate family member is defined as the employee's parents, spouse, registered domestic partner, children, brother, sister, grandchild, grandparents, father-in-law, mother-in-law, son-in-law, or daughter-in-law. Household member is defined as a person who lives in the same residence as the employee over a sustained period of time.

**13.4 Physician or Practitioner Certification of Illness or Injury.** The Employer may require certification from an attending physician or practitioner under the following circumstances: First, the Employer may require certification that an employee was unable to work to support the employee's claim for sick leave if the Employer has reasonable grounds to suspect that the employee is abusing sick leave privileges. Second, the Employer may require certification to verify a disability as that term is defined under state and federal law. Third, the Employer may require certification to determine whether the employee should be allowed to return to work if the Employer has reasonable grounds to be concerned about the employee's ability to perform his/her duties in a safe and efficient manner. Any cost associated with the supplying of a certificate concerning a non-job-incurred injury or illness shall be borne by the employee.

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

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

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

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

**13.6 Restoration of Sick Leave.** Employees who voluntarily terminate employment and return to a position within 90 days shall have unused sick leave accrued during previous employment restored. This provision shall not apply to retired employees who return to a position.

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

## **ARTICLE 14 - LEAVES OF ABSENCE**

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

**14.1.1 Jury service.** The employee may keep any money paid by the court for serving on a jury, and will be deemed to be working the employee's FTE status for weekday shifts while serving on jury duty. 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 employee to report for one-half (½) or more

of the day shift, then the employee must contact his or her supervisor to determine if the employee will be required to report for work.

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

**14.1.3 Search or rescue operation.** Taking part in a search or rescue operation at the request of and without pay from any law enforcement agency, the administrator of the Aeronautics Division, the United States Forest Service or any local organization for civil defense, for a period of no more than five (5) days for each operation.

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

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

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

**14.1.7 Pre-retirement counseling leave.** Employees who are age 55 or over or who have at least twenty-nine (29) years of PERS-eligible service with a public employer shall be granted leave with pay of up to sixteen (16) hours to pursue bona fide pre-retirement counseling programs. 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 handicap the efficiency of the employee's work unit, in which case the Employer shall offer a choice from three (3) other sets of dates. The leave discussed under this section may be used to investigate and assemble the employee's retirement program, including PERS, Social Security, insurance, and other retirement income.

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

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

**14.2.2 Family medical leave.** Eligible employees are entitled to up to twelve (12) weeks, or as required by law, of unpaid job protected leave in a twelve (12) month period to care for themselves or an eligible family member with a serious health condition pursuant to the Oregon Family Leave Act (OFLA) and/or the federal Family and Medical Leave Act (FMLA). Family medical leave may also be utilized under OFLA and/or FMLA to care for the employee's newborn, newly-adopted or newly placed foster child under 18 years of age or to care for an eligible child who suffers from an



illness or injury that does not qualify as a serious health condition, but that requires home care.

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

*b. Return from leave.* An employee's return to work rights following a family medical leave will be as provided by FMLA and/or OFLA. In the event subsequent legislative action at the federal or state level reduces employees' rights, the Employer agrees to grant employees a medical leave of up to twelve (12) weeks and to reinstate employees who return from said leave within 12 weeks to their previous classification and position.

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

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

**14.2.4 Bereavement leave.** Employees shall be allowed to take leave for a reasonable period of time due to the death of a member of the immediate family or a household member, as those terms are defined in Section 13.3.2. Employees shall be allowed to take such leave for a period of up to five (5) days. Employees may utilize any form of available accrued paid leave (vacation, comp or sick leave) during the absence. Additional time off may be granted at the manager's discretion.

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

**14.2.6 Election leave.** If an employee's work hours start less than one hour after polls open and end less than an hour before the polls close, the employee shall be granted leave without pay of not more than two hours on primary and general election days for the purpose of voting.

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

**14.3.1 Employee responsibilities.** After sustaining an on-the-job injury or illness, the employee will report to his/her supervisor, complete an Occupational Injury and Illness Report, and seek medical attention, if indicated. Unless incapacitated by the injury, the employee shall report the injury or illness as soon as possible but no later than the end of the shift on which it has occurred if the employee has any indication or sign of such occurrence. If the injury or illness results in the employee being off work, the employee will contact his/her supervisor at least once per week to report his/her progress, unless the employee and supervisor agree to another reporting schedule.

**14.3.2 Provider's certification.** Certification by the employee's licensed provider that the provider approves the employee's return to his/her regular duties, available transitional duties, or other modified, suitable and available employment shall be prima facie evidence that the employee should be able to perform such duties. The Employer's Risk Management office maintains the right to obtain an independent medical examination.

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

- a. The employee shall be placed on leave without pay until his/her regular employment or other modified, suitable and available employment is offered, or the employee voluntarily terminates, or three (3) years from the first date of absence subsequent to the injury/illness, whichever occurs first.
- b. The employee shall become eligible to receive compensation from the Workers' Compensation insurance carrier/TPA in accordance with Oregon law.

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

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

#### **14.3.6 Release for work.**

a. *Regular position.* Upon learning from the employee's licensed provider that the employee should be able to assume her/his regular duties, the employee will notify her/his supervisor within two (2) working days. Following official notification by the Employer that the employee has the right to be reinstated to his/her position, the employee has seven (7) days in which to request reinstatement. If the employee requests reinstatement in accordance with the statute and if the employee's position exists, the employee shall be returned to the position at the employee's former rate of pay any time within three (3) years from the first date of injury or illness, as defined by law. If the employee's position no longer exists, he/she will be returned to an available and suitable position. The employee shall be deemed to have resigned if the position is not accepted or if the employee fails to report for work in a timely manner following her/his acceptance.

b. *Transitional work.* Prior to the employee becoming medically stationary, the Employer may make a bona fide offer of transitional modified work suitable to the employee's capabilities. The employee must accept such an offer within two (2) working days after receipt of the offer or within five (5) working days after a reasonable effort has been made to contact the employee, whichever occurs first. Failure to do so will be treated as a declination of the offer. The employee will be compensated at his/her regular rate of pay for the transitional modified work.

c. *Modified position.* An employee, upon learning that he or she is medically stationary and should be able to assume a modified position different from the employee's original position, will notify her/his supervisor within two (2) working days. If such a position is available, the employee will be offered the position and will be given seven (7) days to notify the Employer that s/he accepts. The employee will be reinstated upon acceptance by the employee. The employee will be compensated at the appropriate rate of pay for the modified position. The employee shall be deemed to have resigned if the position is not

accepted or if the employee fails to report for work in a timely manner following her/his acceptance.

**14.3.7 Complete disability.** Upon certification by the employee's licensed provider and acceptance by the Workers' Compensation insurance carrier/TPA that the employee is medically stable but not able to perform any work, the employee shall be terminated from employment. In accordance with Oregon law and the terms of the policy of the insurance carrier/TPA, the employee may be eligible for vocational rehabilitation. The initial determination of the qualification for permanent disability and vocational rehabilitation is made by the insurance carrier/TPA. Sick leave without pay will be terminated upon the employee's request or one year from the first day of absence subsequent to the injury or illness, whichever comes first.

**14.3.8 Continuation of insurance benefits.** Beginning the first full month after an injured employee has been placed on leave without pay, the Employer shall continue to provide the employee's medical and dental insurance by continuing to pay the same contribution to the employee's benefit coverage for up to one (1) year. If an injured employee's leave exceeds one (1) year, then the employee may continue his/her medical and dental insurance on a self-pay basis under COBRA. In the alternative, the employee may use accumulated sick leave to cover this expense (on a dollar-for-dollar basis at the employee's regular rate of pay).

## **ARTICLE 15 - INSURANCE BENEFITS**

### **15.1 Eligibility.**

**15.1.1 Regular and limited duration employees.** Employees who hold an FTE status of 0.5 FTE or greater are eligible for insurance coverage on the first of the month following the date of hire or obtaining a benefit eligible position. Coverage shall be effective the first of the month following the employee's completion of enrollment. If an employee does not enroll within sixty (60) days from the eligibility date, the Employer will place the employee in default medical, dental and core life insurance coverage

effective the first of the month following the completion of 60 days in the benefit eligible position.

**15.1.2 Relief employees.** Relief employees are eligible for insurance coverage if they have been compensated for at least the hours equivalent to .5 FTE during a qualifying quarter. Insurance coverage for such employees shall begin on the first day of the calendar quarter (January 1, April 1, July 1 or October 1) following the qualifying quarter. Qualifying quarters are defined as: #1 December through February (April 1<sup>st</sup> coverage start), #2 March through May (July 1<sup>st</sup> coverage start), #3 June through August (October 1<sup>st</sup> coverage start), and #4 September through November (January 1<sup>st</sup> coverage start). The amount of the Employer's insurance contribution to a relief employee's benefit coverage is determined by the hours compensated during the qualifying quarter, consistent with the provisions of Section 15.2.

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

**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 Section 15.1.2.

**15.2.1 Full time employees.** For employees who hold an FTE status of 0.75 to 1.0, the Employer will pay for Employee Only coverage 100% of the cost of the OHSU PPO Plan and ODS 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. Employees choosing

opt-out coverage will receive a monthly cash benefit of \$50 plus the cost of Employee Only dental (or its equivalent), if any is required, or core life insurance.

**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. Employees choosing opt-out coverage will receive a monthly cash benefit equivalent to the cost of Employee Only dental (or its equivalent), if any is required, or core life insurance.

**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.

**15.2.4 Employee premium deductions.** The employee's share of insurance premium costs will be deducted from the employee's pay in the applicable payroll period during which benefits apply.

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

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

**15.3.1 Default insurance coverage.** Employees covered by the Employer's program for default insurance coverage shall be placed in Employee Only coverage under the OHSU PPO plan and shall receive an Employer insurance contribution in accordance with Section 15.3 above.

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

## **ARTICLE 16 - RETIREMENT**

**16.1 Plan Election.** Eligible new employees must elect to participate in either the Oregon Public Service Retirement Plan (OPSRP) or the University Pension Plan (UPP) retirement program on the first of the month following six (6) months from their hire date.

**16.1.1 Selection process.** The Employer agrees to provide each eligible employee timely notice of the employee's need to make such selection. The Employer agrees to make available to new employees an analysis prepared by the Union of the two (2) retirement options.

**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.

**16.1.3 Limited option to switch.** 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 switch to the UPP.

### **16.2 Employee Contribution Pick-up.**

**16.2.1 UPP.** The Employer shall continue to "pick-up" a six percent (6%) employee retirement plan contribution for eligible employees participating in the UPP. Such "pick-up" or payment of the employee contributions to the UPP shall continue for the life of this Agreement.

**16.2.2 PERS and OPSRP transition.** For all employees who have elected to participate in PERS Tier I, PERS Tier II or OPSRP as of the date of ratification of this Agreement, the Employer will continue to "pick up" the 6% employee contribution through the pay period ending immediately prior to January 1, 2014. The Employer will



not “pick up” the 6% employee contribution for any employee who elects after the date of ratification of this Agreement to participate in PERS Tier I, PERS Tier II or OPSRP.

## **ARTICLE 17 - SENIORITY**

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

**17.2 Continuous Service.** Continuous service means uninterrupted employment with the Employer in the bargaining unit. Placement on layoff status pursuant to Section 19.6 is not considered an event that interrupts continuous service.

**17.2.1 Separation from employment.** If the employee separates from employment for a period of ninety (90) days or less, the employee will retain previously accrued seniority unless the employee is returning to employment following retirement. If the employee separates from employment for a period of more than ninety (90) days, the prior service will be lost.

**17.2.2 Leave without pay and layoff.** Periods of leave without pay and layoff will not be counted in the computation of seniority, except that up to three years of leave without pay as a result of a compensable work related injury will be counted.

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

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

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

**17.3.2 Prior to November 1, 1981:** Full-time employees as of October 31, 1981 are credited with eight (8) points for each month of service prior to that date. Part-time employees as of October 31, 1981 are credited with four (4) points for each month of service. The seniority of former Multnomah County Hospital employees transferred to the Employer on July 1, 1973 includes their continuous service with Multnomah County.

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

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

## **ARTICLE 18 - FILLING OF VACANCIES**

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

**18.1.1 Posting and awarding of position.** When a vacant position is to be filled, including any regular, relief, flex or limited duration employee position, it shall be posted in the work unit for at least seven (7) days. The posting will include the date, primary job duties, location, hours of work and days off or rotation of the position. Employees serving a Probationary or Internal Job Change Evaluation Period and temporary employees may not job bid. The position shall be awarded to the most senior eligible bidding employee working in the same job classification in the work unit, and that employee shall be notified of appointment to the vacant position within ten (10) days of its posting.

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

**18.1.3 Substantially different duties.** When the assigned duties of the vacant position are substantially different from those previously assigned to the employee awarded the position, the employee shall be given an orientation period and shall serve a Job Bid Evaluation Period of forty-five (45) days.

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

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

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

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

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

**18.1.9 Preservation of right to assign work and change job duties.** The provisions of this Section 18.1, except as specifically provided in this section, do not otherwise restrict the Employer from assigning work or changing job duties.

**18.2 Reemployment Obligations.** If there are no bidding employees, the Employer shall then determine if there are any qualified eligible employees (1) returning from a qualified Worker's Compensation injury or illness, (2) eligible for placement as an accommodation to their disability, (3) qualified to be placed from the Preferential Hire List, or (4) on written official notice of an impending layoff.

**18.3 OHSU-Wide Posting.** In the event a vacant position remains to be filled after the Employer has exhausted the steps in Sections 18.1 and 18.2, the selection process may be opened to internal candidates seeking a transfer, promotion or voluntary demotion to the position. The posting requirements of this section apply to all regular and relief employee positions. They do not apply to Flex Staff or Limited Duration Employee positions.

**18.3.1 Priority to internal candidates.** All vacancies will be filled with the best qualified transfer, promotional or voluntarily demoting applicant. Within this context, the Union and the Employer intend to provide bargaining unit employees priority during the selection process. All bargaining unit employees will be interviewed prior to outside applicants if (1) they have applied within the seven (7) day internal to OHSU posting period, and (2) they are immediately qualified to perform the essential functions of the position following the customary orientation for the work area.

**18.3.2 Consideration of external candidates.** The Employer shall not be prevented from commencing the recruiting process for external applicants while the internal selection process is in progress. If there are no well qualified internal applicants as determined by the Employer, consideration of external applicants will then begin. Once the external posting is started, internal candidates will be offered the same consideration as an external candidate with no special rights for employment opportunity.

**18.3.3 Posting and application process.** At least once weekly the Employer will post a list of available positions on the OHSU Web page. Departments in which computer access is limited are expected to post the weekly listing on a bulletin board in an area frequented by employees. In order to be considered for a position, employees must submit their applications to the Human Resources Department no later than the closing date specified on the posting. A separate application should be submitted for each position. The Employer shall make available to interested applicants copies of applicable position descriptions on file with the Human Resources Department.

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

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

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

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

**18.4 Training Positions.** The Employer may post a training position under two separate circumstances. First, the Employer may post the position strictly as a training position, without requiring that candidates be qualified for the position. In the alternative, the Employer

may post the position as either a training position or a position available to qualified applicants, in which case trainee applicants will be considered only if there is no suitable qualified candidate. Existing applicable job classifications may be utilized with qualifications modified to support the trainee selection process. In the absence of an existing classification, a new trainee job classification will be created. The supervisor shall develop a training plan and objectives that set forth a reasonable timeframe by which the trainee must be fully proficient in the new job.

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

**18.4.2 Eligibility.** To be eligible for training positions, employees must (1) have completed all required position evaluation periods, (2) have received no current performance appraisal less than satisfactory on file, and (3) be under no active discipline. For purposes of this section, active discipline is at or above the written warning level within the last eighteen (18) months; it does not include discipline reduced to a verbal warning or withdrawn as a result of a grievance.

**18.4.3 Selection.** When trainees are considered for a posted position, individual applicants shall be considered in the following order:

1. Regular employees covered by the Agreement.
2. Relief employees.
3. Flex employee.
4. Applicants outside of the bargaining unit.

When trainees are considered, employees in the work unit who have applied for the training position will receive an interview and consideration for the position.

**18.4.4 Pay rate.** The pay rate for the training position shall be mutually agreed upon between the individual employee and the manager, but shall be no less than 4% below the minimum of the range for the applicable job classification. Based on the

employee's progress toward becoming fully functional, the manager may increase the employee's pay rate at any point during the training period.

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

## **ARTICLE 19 - LAYOFF**

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

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

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

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

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

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

**19.4.2 Vacancy in executive organizational unit.** If placement does not occur under Section 19.4.1, then the employee will be placed in a vacant position for which the employee is qualified, if one exists, in the same executive organizational unit (EOU). Position vacancies in which the employee will be placed under this paragraph are, in the following order, a vacancy in the same classification, a vacancy in any lateral classification designated under Section 19.4.1, and a vacancy in any demotive



classification designated under Section 19.4.1. Employees who move into a position under this paragraph shall serve a six (6) month Internal Job Change Evaluation Period in accordance with the provisions of Section 20.2.

**19.4.3 Displacement of least senior employee in same classification.** If placement does not occur under Section 19.4.1 or 19.4.2, then the employee may choose either to be placed on the preferential hire list or to displace the least senior employee in the same classification as of the date the search for position vacancies under 19.4.2 is exhausted within the same EOU, regardless of the employee's qualifications. If, however, the employee is as unqualified for the position that would be awarded under the displacement process herein as another position that is vacant, the employee will be placed in the vacant position. Employees who choose to displace under this paragraph shall serve a six (6) month Internal Job Change Evaluation Period in accordance with the provisions of Section 20.2, except that removal from the new position may not occur within the first ninety (90) days.

**19.4.4 Displacement of least senior employee outside of same classification.** In the event that the employee is not able to choose displacement under Section 19.4.3 because the employee's classification has been eliminated in the EOU, the employee may elect to displace the least senior employee, as of the date the search for position vacancies under 19.4.2 is exhausted, in either of two (2) classifications in the EOU, lateral or demotive, as chosen by the employee and for which the employee is qualified. If the employee is not qualified for either position occupied by the least senior employee, the employee shall have no further right of displacement under this section. Employees who choose to displace under this paragraph shall serve a six (6) month Internal Job Change Evaluation Period in accordance with the provisions of Section 20.2.

**19.4.5 Displaced employee.** An employee who is displaced pursuant to Section 19.4.3 or 19.4.4 shall have access to the same process described in Sections 19.4.1 through 19.4.4.

**19.4.6 Unavailability of displacement.** If the option to displace under Section 19.4.3, 19.4.4 or 19.4.5 is unavailable, then the employee may elect either to be

placed on the preferential hire list pursuant to Section 19.6 or to receive severance pay pursuant to Section 19.7.

**19.4.7 Qualified.** For purposes of this article, an employee shall be deemed qualified for a position if the employee is ready to perform the essential functions of the position without the assistance of any training other than customary orientation to the position. In order to be deemed qualified, the employee will be required to provide Human Resources with a current and updated online application and accompanying documentation to identify his or her skills, abilities and employment experiences.

## **19.5 Placement Provisions.**

**19.5.1 Paid administrative leave.** When an employee chooses placement in a new position under Section 19.4, s/he shall be on paid administrative leave or assigned work, at the Employer's discretion, until the employee is either placed in a position or placed on the preferential hire list with insurance coverage.

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

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

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

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

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

**19.5.6 Effect of refusing offer of employment.** A position shall no longer be deemed “vacant” once a written offer of employment is made to an individual. Employees refusing an offer of employment consistent with this Article shall be deemed to have voluntarily resigned their employment with the Employer and their name shall immediately be removed from the preferential hiring list.

**19.6 Employees Placed on Preferential Hire List.** For employees who choose placement on the preferential hire list pursuant to Section 19.3, the Employer will provide paid medical and dental insurance continuation under COBRA for up to ninety (90) days after the employee’s medical and dental insurance expires, or the employee is placed, whichever comes first. Such employees shall be eligible for hire in accordance with Section 5.19. Such employees shall also have access to currently available transitional resources and to any additional resources that may be determined by the Labor Management Committee.

**19.6.1 Removal from list.** Employees may remain on layoff for up to two (2) years, and shall not lose credit for seniority nor service while on layoff, provided they return from layoff when first recalled or become employed in another regular bargaining unit position during the 2-year period. The following employees may decline a job offer without removal from the preferential hire list:

- a.* Full-time employees declining a part-time job.
- b.* Part-time employees declining a full-time job.
- c.* Employees declining a job outside of the geographical area from which they were laid off.

*d.* Employees declining temporary or relief employment opportunities. To qualify for such an opportunity, the employee must be qualified to perform the duties associated with such position and not have been recalled to or accepted an appropriate employment position with the Employer. The Employer may require the completion of an authorization/tracking form from all such interested employees.

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

**19.8 Payment of Accrued Vacation and Compensatory Time.** Any employee laid off shall be eligible to be paid for all accrued vacation and compensatory time at the rate being earned at the time of layoff. The employee shall be given the option to be paid at the time of layoff or to defer payment. The employee may elect to defer payment until a time mutually agreed upon by the employee and the Employer or when the employee ceases to be on layoff status, whichever comes first. If an employee is recalled to service prior to the agreed upon payment date or the expiration of layoff status, the employee shall not be paid but shall be credited with the previously accrued vacation and comp time.

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

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

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

- a. Employees receiving overtime or other premium pay (consistent with the Employer's right to assign and cancel overtime or premium pay)
- b. Employees who volunteer
- c. Temporary employees
- d. Employees working beyond their FTE requirement for the week
- e. Flex staff
- f. Relief employees
- g. Other regular employees in inverse order of seniority

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

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

**19.10.3 Annual cap.** Hours curtailed or cancelled shall not exceed one hundred and twenty (120) hours per employee in any calendar year. These hours shall be prorated for part-time employees based on their established FTE. Hours curtailed or canceled when receiving overtime or other premium pay or when working beyond the employee's FTE requirement (per categories *a* and *d* of Section 19.9.1 above) shall not count toward an employee's annual cap.

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

**19.10.5 Lack of work on holidays.** If a department anticipates a lack of work on or around a holiday, it shall make a reasonable effort to notify employees at least twenty-eight (28) days prior to the holiday. When there is a general closing of a department for a day, on or around a holiday, the Employer will not be expected to grant the right to work to any employee in that department on that day. At the discretion of the immediate supervisor, an employee may make up the time, provided it is in the same workweek or extended work period and the work does not result in overtime or premium pay.

## **ARTICLE 20 - EVALUATION PERIODS**

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

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

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

**20.1.3 Written feedback.** During a period between the 30<sup>th</sup> and 110<sup>th</sup> day of the Probationary Period, the supervisor shall communicate in writing to the employee which duties/responsibilities are being performed at an acceptable level, which need improvement and what steps the employee should take to achieve the necessary improvement.

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

**20.1.5 Job change.** An employee serving a Probationary Period will not be permitted to job bid or otherwise seek another position with the Employer pursuant to Article 18, with the exception of an employee seeking a different position in the same classification and work unit.

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

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

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

- a. Employees who have completed the Probationary Period and are promoting, transferring or voluntarily demoting to a new bargaining unit position. *See* Section 18.3.
- b. Employees placed in a position due to a layoff. *See* Section 19.4.
- c. Employees returning to the bargaining unit from unclassified status.
- d. Employees placed in a position while on the Preferential Hire List. In accordance with Section 5.19, this category includes employees returning from an Extended Medical Leave (EML) and qualifying for placement pursuant to Article 18. If, however, the employee returning from an EML

is placed in the same job classification, with essentially the same job duties and in the same department from which the EML was granted, then the evaluation period does not apply.

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

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

**20.2.3 Written feedback.** During a period between the 30<sup>th</sup> and 110<sup>th</sup> days of the Internal Job Change Evaluation Period the supervisor shall communicate in writing to the employee which duties/responsibilities are being performed at an acceptable level, which need improvement and what steps the employee should take to achieve the necessary improvement. If the supervisor fails to perform this evaluation by the close of business on the 110<sup>th</sup> day of the trial service period, the balance of the Internal Job Change Evaluation Period is waived and the employee becomes a regular employee.

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

**20.2.5 Right to remove during evaluation period.** At any time during the Internal Job Change Evaluation Period, the Employer may remove an employee if, in the opinion of the Employer, the evaluation period indicates that such employee is unable or unwilling to perform his/her duties satisfactorily, or if a lack of work, shortage of funds



or materials, abolishment of position or other events not reflecting discredit on the employee occur.

**20.2.6 Employees removed following transfer to new department or work unit.** If an employee is removed during the Internal Job Change Evaluation Period following a promotion, transfer or voluntary demotion into a new department or work unit, the employee shall be placed on the preferential hire list. If the employee thereafter is recalled to a vacant position and subsequently removed from that position, it will be deemed a final removal as described in Section 20.2.8.

**20.2.7 Employees removed following transfer within department or work unit.** If an employee is removed during the Internal Job Change Evaluation Period following a promotion, transfer or voluntary demotion within a department or work unit, the employee shall be reinstated to his or her former position or a suitable position for which the employee is qualified within the employee's former classification and department. This right of the employee to continued employment ceases if the employee is discharged for cause.

**20.2.8 Employees removed following layoff placement.** If the Employer removes an employee who is serving an Internal Job Change Evaluation Period as a result of the employee exercising his/her option under Section 19.3, it shall document the reasons and communicate the reasons to the employee and the Union. Once notified of the removal, the employee shall have the option of either (1) appealing the removal, or (2) being placed on the preferential hire list. If the employee thereafter is recalled to a vacant position and subsequently removed from that position, it will be deemed a final removal. A final removal is considered a layoff without recall rights or further access to the preferential hire list.

**20.3 Job bid evaluation period.** Employees who have completed the Probationary Period and have successfully bid or transferred within their work unit to a new position in the same classification but with significantly different duties will serve a forty-five (45) day Job Bid Evaluation Period. There will not be a job bid evaluation period for job changes related to days of work, shifts or in which the duties of the new job are essentially the same as the last job held. The Employer may remove an employee within their Job Bid Evaluation Period at any time.

Employees removed during their Job Bid Evaluation Period shall be returned to their former position within their work unit.

**20.4 Extensions.** Any Evaluation Period may be extended by mutual agreement of the employee, the Human Resources Department, the employee's department and the Union. Any leave of absence, with or without pay, shall extend the evaluation period by the number of days of the leave.

## **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.

*c.* A reorganization of work that significantly alters the position into which the employee was placed, or a redistribution of work that results in the introduction of a different job classification, shall be deemed to create a vacancy for which a job bid and/or other recruitment is warranted as set forth in Article 18.

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

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

*b.* If the manager denies the request, then the employee may appeal the manager's decision to the Compensation Division of the Human Resources Department ("HR Compensation") within thirty (30) days of the denial. If the manager approves the request, then the manager must submit the proposed classification or reclassification request to HR Compensation within thirty (30) days of the approval. In either case, the submission must be accompanied by the appropriate documentation referenced above.

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

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

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

**21.2.1 Implementation of new classifications or major revisions of existing classifications.** Prior to implementation by the Employer of a new classification or major revisions of an existing classification, the parties will negotiate rates of pay, effective date and method of implementation.

**21.3 Upward Reclassification.** A regular employee whose position is reclassified upward and who meets the minimum qualifications for the newly reclassified position shall continue in the newly reclassified position as a regular employee. 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.

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

## **ARTICLE 22 - EDUCATION, TRAINING AND CAREER DEVELOPMENT**

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

**22.1.1 Education and training hours.** It is a goal of the Employer to strive towards education and training opportunities which are directly related to the employee's position of employment 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 ten (10) hours of job related training per contract year (prorated per FTE). Courses offered through the CWE Center shall apply to the 10-hour guarantee. The annual guarantee shall be fifteen (15) hours for an employee who has an agreed upon written individual development plan with his or her manager.

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

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

**22.1.4 Shared responsibility.** The Union and the Employer recognize and support the fundamental concept that an employee's ongoing development of skills to meet the changing needs and demands of the employee's position as well as the employee's opportunity for growth within the Employer's organization constitute a shared responsibility. The Employer is responsible for determining the scope of Employer-provided development opportunities and for providing employees access to those 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.

**22.1.5 Individual development plans.** The parties recognize that mutually developed individual development plans serve as a constructive tool to aid an employee in developing skills and/or improving performance. Such plans can be initiated by either the employee or the manager.

**22.2 Requirements of Job Position.** Employees are responsible for attaining and maintaining, on their own time and at their own expense, the requisite skills and qualifications under any license or certification required by law for their job position. If, however, the Employer introduces a new requirement for an existing position occupied by an employee, then the Employer shall be responsible for the training and education time and expenses (other than study time) it deems necessary for the employee to satisfy the new requirement.

**22.3 Required Attendance at Educational and Training Functions.** Where an employee's attendance at an educational or training function is required by the Employer, he/she

shall be so notified in writing. If an employee is required to attend educational training outside of his/her normal work schedule, he/she will be compensated at the appropriate rate of pay for time spent in training.

**22.4 Educational Leave with Pay.** An employee may be granted educational leave in which his/her department may defray a part or all of the cost of the education, either through allotment or payment of a salary. Each request for leave must be submitted to the employee's department director or administrator, who normally shall not approve such leave for more than one (1) year. Vacation leave shall not accrue during an educational leave with pay that exceeds fifteen (15) calendar days.

**22.5 Education Expense Reimbursement.** When the Employer approves an employee's participation in a specific course, seminar, workshop, 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.

**22.6 New Technology.** When the Employer implements a new technology or implements a major change in a current technology that would require retraining beyond a thorough introduction to perform any job presently being done by employees covered by this Agreement, the Employer commits to the following:

- a.* The appropriate manager will seek involvement in this implementation from an appropriate number of Union-represented employees.
- b.* The manager will facilitate the development of an implementation plan of appropriate detail and determine the names of people to be trained.
- c.* The implementation plan may include, but not be limited to: a process to gather and address end user ideas and concerns, training and support systems to enable employees to successfully transition into new technology, an ongoing communication/feedback system among affected/interested employees, selection of when

and to whom training is administered, individual assistance for displaced employees consistent with the Agreement, retraining assistance and support, and a time line for implementation of both the plan and the technology.

*d.* It is understood this process will use Labor/Management Cooperation principles.

## **ARTICLE 23 - DISCIPLINE AND DISCHARGE**

**23.1 Progressive Discipline.** The principles of progressive discipline shall be used except when the nature of the problem requires more serious discipline or immediate action. Progressive discipline includes the following steps: (1) documented verbal warning; (2) written warning; (3) suspension without pay, salary reduction, withholding pay increase, demotion or final written warning; and (4) dismissal.

**23.1.1 Corrective measure work plans.** When a work plan is implemented as a corrective measure, it shall be considered the equivalent of a verbal warning in the progressive disciplinary process. Employees will be allowed a reasonable period of time to achieve elements of a work plan that do not require immediate correction.

**23.2 Just Cause.** An employee may be disciplined, denied a salary increase, suspended, reduced in pay, demoted or dismissed only for just cause, which shall include misconduct, inefficiency, incompetence, insubordination, indolence, malfeasance, or other unfitness to render effective service. The “Just Cause” standard is attached hereto and incorporated by reference under Appendix D.

**23.3 Investigatory Interviews.** The Employer has the right to conduct “investigatory” interviews by asking questions of an employee which only the employee may answer. The employee has the right to request, and shall be granted, Union representation at “investigatory” interviews where the employee reasonably believes the interview might result in disciplinary action. The employee may utilize another employee for this purpose. However, the choice of representative shall not unduly delay the meeting.

**23.3.1 Notice.** Investigatory interviews of an employee subject to discipline require thirty-six (36) hours' advance notice 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. 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.

**23.3.2 Conducting the interview.** The Employer has the right to initially hear the employee's own account of the matter under investigation. The Union representative has the right in the "investigatory" interview to clarify previous answers or to elicit further relevant information.

**23.3.3 Other meetings distinguished.** The Employer has the right without Union representation to hold work unit or departmental meetings, or to have conversations with employees as needed for giving instruction, training, or needed corrections of work techniques. The Employer also has the right to hold a disciplinary meeting or to engage in a discussion without Union representation when the meeting or discussion is for the sole purpose of informing an employee of a disciplinary decision and/or warning the employee of further discipline if the conduct in question continues. The Employer may permit a Union representative to attend any of the meetings or activities described in this paragraph at the Employer's discretion if requested by the employee.

**23.3.4 Electronic recording.** The Employer is not required to permit electronic recording of any meeting described in this article. Nor is an employee allowed to electronically record any such meeting without the approval of the Employer.

**23.3.5 When attendance is the issue.** In the event the Employer is contemplating issuing a verbal or written warning for attendance-related concerns, the Employer may, in lieu of its frequent practice of conducting an investigatory interview, notify the employee in writing of the concern regarding attendance and invite the employee (1) to respond in writing within 14 days with or without the assistance of a



Union steward, (2) to request an investigatory meeting, or (3) to decline to do either. The Employer thereafter will determine whether disciplinary action is warranted.

**23.4 Pre-Dismissal Notice.** A written pre-dismissal 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 with or without pay or be allowed to continue to work, as specified within the pre-dismissal 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-dismissal 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.

**23.5 Issuance of Disciplinary Action.** It is the intent of the parties that notice of disciplinary action, notice of a pre-dismissal meeting or notice that no action will be taken, will issue no later than twenty-one (21) days from the date of an investigatory meeting except in circumstances where a complex investigation is required. Any disciplinary action taken against an employee will be communicated in a manner that is not likely to embarrass or humiliate the employee in front of other employees or the public.

**23.6 Unauthorized Absences.** Any unauthorized absence of an employee from duty shall be deemed to be an absence without pay and may constitute grounds for disciplinary action. Any employee who absents himself/herself for three (3) consecutive workdays or five (5) total workdays during a calendar year without authorized leave shall be deemed to have resigned. Such absence may be authorized by the Employer by a subsequent approval of leave with or without pay, when extenuating circumstances are found to have existed. In the event the employee's absence of three (3) consecutive workdays is accompanied by failure to notify, the supervisor shall make one (1) reasonable attempt to confirm the employee's welfare by placing a

telephone call to the last known number prior to the resignation. This demonstration of concern will not serve to extend the employee's job protection rights.

**23.7 Limits on Pay Reductions.** Reductions in pay shall not exceed either a reduction of one (1) pay step for six (6) pay periods or a reduction of two (2) pay steps for three (3) pay periods. For employees who are at the first step of the salary range, a reduction of five percent (5%) shall be deemed the equivalent of a reduction of one step. Upon implementation of the new hourly compensation structure in accordance with Memorandum of Understanding #6 attached to this Agreement, reductions in pay shall not exceed either a reduction of three percent (3%) for six pay periods or six percent (6%) for three pay periods.

**23.8 Transmissions to Union.** All notices of pre-dismissal hearings, suspension, pay reduction, demotion, final written warning and dismissal shall be delivered to the Union electronically on the same day that the employee is notified.

## **ARTICLE 24 - GRIEVANCES AND ARBITRATION**

**24.1 Grievance Procedure.** The parties encourage supervisors and employees to solve issues among themselves at the earliest possible time, preferably prior to initiating a grievance. 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.

**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* shall be filed with the Compensation Manager in Human Resources.
- b. Grievances involving the *application of insurance benefits* shall be filed with the Benefits Manager in Human Resources.
- c. Grievances involving *layoff, suspension without pay, reduction in pay, demotion, or dismissal* shall be submitted to Human Resources at Step 2 in the grievance process. The Union has the right to appeal such disciplinary action within fourteen (14) 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 fourteen (14) days of the action, if any, which results from the pre-disciplinary investigation.
- d. 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 the employee's 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 specific contract article believed to have been misapplied or violated and 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 parties 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**

The Union may advance the grievance to Step 2 by notifying Human Resources in writing within twenty-one (21) days of the filing of the grievance at Step 1. 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. The Employer shall respond to the information request within 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. The Employer shall provide a written response at Step 2 within 14 days following the Step 2 meeting.

## **STEP 3**

Submission to Arbitration. If the grievance is not resolved at Step 2, the Union may advance the grievance to arbitration by written notification to Human Resources

within fourteen (14) days of the due date for receiving the Employer's Step 2 written response. Failure to file a valid arbitration request within the specified fourteen (14) day period shall constitute withdrawal of the grievance.

Expedited arbitrations. All grievances involving disciplinary action of a written warning or combined verbal/written warnings (as distinguished from disciplinary action described in Section 24.1.4.c) shall be subject to an expedited arbitration process in lieu of the arbitration process set forth in Section 24.2. Expedited arbitrations shall be heard on a prescheduled quarterly basis before a standing arbitrator selected by the parties on a rotating calendar year basis. The presentation of evidence and argument shall be subject to time restrictions that the parties mutually establish. Neither party shall utilize outside counsel to present its case. Briefs shall not be filed. The arbitrator shall render his or her decision immediately following each party's presentation of its case. The decision shall be final and binding on the parties. The arbitrator's fee and expenses shall be borne equally between the parties. All other grievances that are submitted for arbitration shall be subject to the provisions of Section 24.2, unless the parties mutually agree to submit the grievance to this expedited arbitration process.

## **24.2 Arbitration.**

**24.2.1 Selection.** Within forty-five (45) days of the due date for submittal of the request to arbitrate, the Union and the Employer shall select an arbitrator from a mutually agreed upon panel of arbitrators. The parties commit to scheduling said arbitration within four (4) months of the arbitrator's selection. If the Union makes no written attempt to contact the Employer or the arbitrator within the four-month period, the grievance shall be deemed to have been withdrawn by the Union.

**24.2.2 Authority.** The arbitrator shall have the authority to hear and rule on all issues which arise over substantive or procedural arbitrability. Such issues, if raised, must be heard prior to hearing the merits of any appeal to arbitration. The arbitrator shall have no authority to rule contrary to, to amend, add to, subtract from, change or eliminate any of the terms of this Agreement.

**24.2.3 Motion to bifurcate.** Upon motion by either party to bifurcate the hearing on procedural or substantive arbitrability issues, the arbitrator will make the determination on bifurcation. Should the arbitrator choose to take the arbitrability issue under advisement and proceed with the merits, he/she shall issue a written decision on the arbitrability issue only should the issue be found to be nonarbitrable.

**24.2.4 Award final and binding.** The parties agree that the decision or award of the arbitrator shall be final and binding on each of the parties.

**24.2.5 Expenses of arbitration.** The arbitrator fee and expenses shall be paid by the losing party. If, in the opinion of the arbitrator, neither party can be considered the losing party, then such expenses shall be apportioned as deemed equitable in the arbitrator's judgment. All other expenses shall be borne exclusively by the party requiring the service or item for which payment is to be made.

**24.3 Release Time.** A grievant shall be allowed a total of four (4) hours of release time to prepare for an expedited arbitration hearing under Section 24.1.5 or an arbitration hearing under Section 24.2. Two (2) of these hours shall be paid to the employee out of the annual total of release hours described in Section 2.2.2. 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.

## **ARTICLE 25 - STRIKES, LOCKOUTS AND PICKET LINES**

The Union agrees that during the life of this Agreement, the Union, its agents or its bargaining unit members will not authorize, instigate, aid or engage in any work stoppage, slowdown, sickout, refusal to work, picketing or strike against the Employer, against its goods or on its property. The Employer agrees that during the life of this Agreement, there will be no lockout. Any alleged violation of this Article by either party may be referred to the grievance arbitration procedure or may be pursued in the Courts at the discretion of the moving party.

## **ARTICLE 26 - PARKING**

**26.1 Parking Rates.** The Employer agrees that it will give thirty (30) days' advance notice to the Union of any proposed changes in parking rates for Employer-operated parking facilities. The Employer will offer the Union an opportunity for input during the 30-day period. The Union may offer suggestions, make recommendations and introduce any data deemed appropriate. The Employer shall provide reasonable attainable data at the Union's request. Employees working a "swing shift" shall continue to pay the prevailing Transportation & Parking Office (TPO) parking rate only for those hours worked between 8:00 a.m. and 5:00 p.m.

**26.2 Strategic Transportation and Parking Advisory Committee.** The Union shall appoint up to two (2) members to the Strategic Transportation and Parking Advisory Committee (STPAC). The purpose of the STPAC is to advise the Associate Vice President of Facilities and Logistics and the TPO on best practices for creating, maintaining and continuously improving the multi-modal transportation programs that serve the broad needs of the Employer community. Members of the STPAC are expected to present the interests and concerns of their respective stakeholder member groups, and to act as a liaison between their stakeholder group and the TPO. The STPAC shall be advised of and provide input on proposed policy and rate changes prior to implementation. Current policies will be accessible to employees on the web site of the TPO.

**26.3 Night Shift Employees.** Employees who work during the night shift and are required to continue work into the day shift will provide to the TPO their name, vehicle information, license plate information, lot information, and anticipated departure time to avoid being ticketed. Night shift employees not in the parking program (do not have a parking permit) who are required to continue work into the day shift past 10:00 a.m. will be charged the prevailing TPO parking rate for the number of hours parked after 10:00 a.m. Employees will pay the appropriate parking rate at the end of their work shift.

**26.4 Employees Working on Short Notice.** When an employee is called in to work unexpectedly or on-call, the employee will provide to the TPO his or her name, vehicle information, lot information, and license plate information. The employee will pay the appropriate parking rate at the end of his or her work shift.

Employees who normally work either the evening or night shift and are required to return to work during the day shift for meetings shall be provided temporary parking space on such occasions at the appropriate rate, arranged in advance by the department. The departments are encouraged to reimburse those costs, if possible.

**26.5 Parking During Inclement Weather.** Though tickets will not be issued during inclement weather, as described in Section 7.12, employees are expected to avoid patient lots. Parking regulations, however, may be enforced in designated restricted areas and ambulance zones.

## **ARTICLE 27 - HEALTH AND SAFETY**

**27.1 Health and Safety Standards.** The Employer agrees to abide by standards of safety and health in accordance with federal and state regulations, and will ensure that employees are provided with appropriate information and training in order to comply with such regulations and with applicable Employer policies and procedures. The Union encourages employees to work safely, to follow established safety and health rules, and to report to their supervisor or safety team member all safety or health risks. All employees are encouraged to utilize the services of Environmental Health and Radiation Safety (EHRS) and/or the Research Safety Program (RSP) as a consultative resource for all safety, health and environmental issues.

**27.2 OSHA Safety Committee.** An OSHA Safety Committee (OSC) shall be established in order to make safety policy recommendations, to implement and provide oversight of the policy, and to assist in the resolution of health and safety problems referred to it by area or unit safety teams. The OSC shall be comprised of equal numbers of Union and Employer members as spelled out in the Committee Charter. Committee members will work cooperatively toward identification and resolution of work place safety, health and environmental issues to minimize the risk, danger and potential loss to OHSU human resources.

**27.3 Safety Teams.** The OSC will make a reasonable effort to designate a safety team comprised of at least one (1) member each from the Employer and the Union in all major buildings/groups of buildings on and off campus and in departments that have a significant rate of on-the-job injuries. Safety teams shall work cooperatively to resolve health and safety



problems and concerns in their assigned areas and shall provide periodic written summaries of activities to the OSC. Team members shall act as resource persons to all employees. Safety and health issues that cannot be resolved by a safety team shall be referred to the OSC for assistance.

**27.4 Safety Devices and Clothing.** Proper safety devices and clothing shall be purchased and provided by the Employer for all employees engaged in work where such devices are necessary to meet the requirements of the Oregon Occupational Safety and Health Division (OR-OSHA). Employees will be trained prior to use in such safety devices and clothing. Such equipment, where provided, must be used.

**27.5 Refusal to Perform Allegedly Unsafe Work.** If an employee claims that an assigned job, or assigned equipment, is unsafe or might unduly endanger his/her health, and for that reason refuses to do that job or use the equipment, the employee shall immediately give, in writing, his/her reasons for this conclusion to his/her supervisor. Where a health and safety determination has already been made, the supervisor shall contact EHRS or the RSP to assure that the prior determination still applies. If no determination exists, the supervisor shall request EHRS or the RSP to make an immediate determination as to the safety of the job or equipment in question.

**27.5.1 State involvement.** If further information or clarification is needed, EHRS or the RSP may contact OR-OSHA for assistance. An Area/Unit Safety team member, Union Representative or Steward, EHRS/RSP Representative and the supervisor may accompany the governmental agency representative and employee during this determination.

**27.5.2 Impact on employee pending determination.** Pending determination provided for in this section, the employee shall be given suitable work by the supervisor. If no suitable work is available, the employee shall be placed on leave of absence. Time lost by the employee as a result of any refusal to perform work on the grounds that it is unsafe or might unduly endanger his/her health shall not be paid by the Employer unless the employee's claim is upheld.

**27.6 Ergonomics.** Upon the written request of an employee to his/her supervisor, an ergonomics evaluation of the work space will be conducted by EHRS. An adjustment shall be made, if needed, within the guidelines of OR-OSHA and best practices.

**27.7 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.

**27.8 Exposure to Serious Communicable Disease.** If in the conduct of official duties, an employee is exposed to serious communicable disease which would require immunization or testing, and if immunization or testing will prevent such disease from occurring, the employee, with prior approval of the Employer, shall be provided immunization against or testing for such communicable disease without cost to the employee.

## **ARTICLE 28 - LABOR MANAGEMENT COMMITTEE**

**28.1 Objectives.** The shared objectives of a labor-management partnership between the Union and the Employer shall include a commitment to equal partnership through the implementation and administration of a revitalized Labor Management Committee, solving problems at the lowest level possible within the organization, sharing information, recognizing the values and political nature of each organization and creating a flexible, cost effective, responsive and highly competitive organization. For purposes of this provision, equal partnership shall be defined as a relationship which is based on the principles of mutual respect and equal responsibility for decision making and which produces work products clearly identified as joint ventures between the Union and the Employer.

**28.2 Composition.** The Labor Management Committee (LMC) shall be composed of six (6) representatives of the Union and six (6) representatives of the Employer. It is contemplated that each party's members will reflect representation from the healthcare, central services, research and academic missions of the Employer. Union-represented employees appointed to the LMC will be permitted to attend regularly scheduled LMC meetings on paid

time not to exceed four (4) hours per employee per month, provided that such release time does not unreasonably interfere with the Employer's business operations and the employee's supervisor is provided not less than six (6) weeks' notice of each LMC meeting.

**28.3 Commitment to Positive Work Environment.** The Union and the Employer are jointly committed to creating and sustaining a positive work environment. A positive work environment is characterized by the presence of a group of people, staff and managers alike, who share motivation to achieve common goals, along with job satisfaction for individuals and effective working relationships among group members. The LMC shall make available a list of possible resources and the processes to assist employees and managers with issue resolution. Resources and processes identified and developed by the LMC shall be posted on the Employer's and the Union's websites.

**28.4 Structure and Services.** The responsibilities of the LMC will include establishing priorities for approved and dedicated funds and staff resources, setting goals, assessment, and overall accountability. The LMC will meet a minimum of once per year with representatives of the Employer's Executive Leadership Team. It shall also provide ongoing guidance to the Career Workplace Enhancement Center (CWE Center).

**28.4.1 Services provided.** Services provided under the LMC charter will include process improvement, employee development conflict management and change management. The LMC will approve funding allocations for each of these services on an annual basis. The LMC will also, at the beginning of each fiscal year, approve a plan developed by the CWE Center which identifies the goals to be achieved during that period.

**28.4.2 Work Unit Committees.** The LMC may provide direction, institutional support and financial support to work unit committees. Work unit committees are those committees in work units jointly sponsored and entered into by the Union and the Employer engaged in any of the activities recognized in 28.4.1 as labor management activities. Such committees may include, as determined by the LMC, employees of the Employer who are unclassified or represented by unions other than AFSCME. Union-represented employees appointed to work unit committees will be permitted to attend

regularly scheduled committee meetings on paid time subject to the work unit's manager's approval.

**28.5 Underlying Principles.** The LMC shall not add to, subtract from or change any of the terms of this Agreement without the agreement of all parties. The Employer, its employees and the Union are each integral parts of the Labor Management cooperation effort, and without the full participation and support of each, this effort cannot be successful.

**28.6 Funding.** The Employer will provide funding for LMC activities in the following amounts:

\$900,000 for the 12-month period commencing on July 1, 2012.

\$920,000 for the 12-month period commencing on July 1, 2013.

\$1,050,000 for the 12-month period commencing on July 1, 2014.

The actual level of funding for the third 12-month period will be based on an evaluation by the LMC of the level of success in meeting the goals set forth in the LMC action plan for the prior year.

## **ARTICLE 29 - TERM AND DURATION**

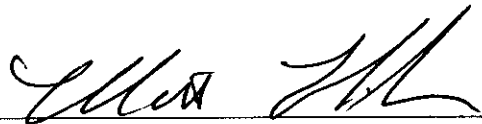
**29.1 Term of Agreement.** Except as otherwise provided herein, this Agreement shall be effective the first full pay period following ratification, except where otherwise indicated, and shall remain in full force and effect until June 30, 2015.

**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. The parties will commence meeting on a regular basis no later than the first full week in March. The parties agree to request and pre-schedule mediation. The first mediation session shall be scheduled to commence no later than first full week in June, subject to mediator availability. The parties may mutually agree to renew the current Agreement or to waive or extend any of these timelines.


Signed this 30<sup>th</sup> day of September, 2012 in Portland, Oregon.

FOR THE UNION:

  
\_\_\_\_\_  
Diane Lovell  
AFSCME Staff Representative

  
\_\_\_\_\_  
Matt Hilton, President  
AFSCME Local 328

FOR OHSU:

  
\_\_\_\_\_  
John Elsenpeter  
Human Resources Director

AFSCME BARGAINING TEAM:

Val Andres  
Kate Baker  
Mike Bandy  
Jennifer Barker  
Sarah Cinnamon  
Ken Cleary  
Philip Curtis  
Margaret Gardner  
Kyle Gonsul  
Melisa McDaniel  
Matt Millard  
Chinetta Montgomery  
Michael Stewart  
Frank Vehafric

MANAGEMENT BARGAINING TEAM:

Fiona Canova  
John Dunn  
Peter Hazel  
Hollie Hemenway  
Janine Nelson  
Yen Pham  
Jane Rosato  
Meagan Schuette  
Brian Morrison

NOTE: All signatures required for the contract and subsequent LOAs and MOUs to go into effect are on file at both OHSU Human Resources and the AFSCME Local 328 office.

## APPENDIX A

### Contract Variations Applicable to Salaried Employees

This appendix sets forth terms and conditions of employment that shall apply uniquely to salaried employees:

1. **Non-applicable contract provisions.** The following provisions of the Agreement do not apply to salaried employees:
  - a. Employment Practices and Procedures, Article 6.3, Timekeeping Records
  - b. Hours of Work, Article 7.1 Work Week and Extended Work Week
  - c. Hours of Work, Scheduling of Work, Article 7.2.1 Shifts in Excess of 12 Hours
  - d. Hours of Work, Scheduling of Work, Article 7.2.2 Split Shifts
  - e. Hours of Work, Scheduling of Work, Article 7.2.4 Request for flexible work schedules
  - f. Hours of Work, Scheduling of Work, Article 7.2.6 Changes in reporting time
  - g. Hours of Work, Scheduling of Work, Article 7.2.8 Non-guarantee of hours
  - h. Hours of Work, Article 7.3 Report Pay
  - i. Hours of Work, Article 7.4 Availability of Non-Scheduled Work
  - j. Hours of Work, Article 7.5 Rest Periods
  - k. Hours of Work, Article 7.6 Meal Periods
  - l. Hours of Work, Article 7.7 Time off Between Regularly Scheduled Shifts
  - 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 Weekend Work
  - p. Hours of Work, Article 7.11 Clean Up Time
  - q. Hours of Work, Article 7.12 Inclement Weather
  - r. Compensation, Article 8.2 Step Increases
  - s. Overtime and Premium Pay, Article 9.1 Overtime
  - t. Overtime and Premium Pay, Article 9.2.1 Compensation Rate
  - u. Overtime and Premium Pay, Article 9.2.2 Commencement of compensation
  - v. Overtime and Premium Pay, Article 9.3 Change in Reporting Time
  - w. Overtime and Premium Pay, Article 9.4 Work on Recognized Holiday
  - x. Differential Pay, Article 10.1 Shift Differential
  - y. Differential Pay, Article 10.2 On-Call Pay
  - z. Differential Pay, Article 10.3 Work from Home
  - aa. Differential Pay, Article 10.4 In-House Standby Compensation
  - bb. Holidays, Article 11.2 Holiday Compensation
  - cc. Holidays, Article 11.3 Work on a Holiday
  - dd. Holidays, Article 11.4 Holiday Work Schedules
2. **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 weeks of the request.
  - b. In addition, an employee in a regular status position may request to move to salaried exempt status by notifying 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.
3. **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.
4. **Compensation adjustments.** Salaried employees will be eligible to receive compensation adjustments as provided in Article 8, except that Section 8.2 shall not apply. Annual performance reviews will be conducted for salaried employees.
5. **Longevity increase.** To be eligible for a longevity increase (currently Step 11), employees must remain at the top of the salary range in the same classification for five (5) years consistent with current Step 11 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' timekeeping requirements will be comparable to those in effect for Unclassified Administrative employees.
8. **Differentials.** Salaried employees who are assigned work in a higher level classification pursuant to Section 10.10, are assigned lead work duties pursuant to Section 10.5, or qualify for differential pay under Section 10.7 or Section 10.8, for any portion of their scheduled shift shall receive the applicable differential for the entire shift.
9. **Seniority.** Seniority points under Article 17 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.



## 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 supplement permanent staffing levels.

**B. Limitations on Flex Staff per Department.** The Employer will continue to recognize all earlier negotiated agreements regarding the number of Flex Staff employed per department. For departments not utilizing Flex Staff as of the date of this Agreement, the employer may employ Flex Staff up to a maximum of fifteen percent (15%) of a work unit's employee population, but never less than one (1) per department. Upon the request of either party, the Employer and the Union will meet on a quarterly basis to review the Flex Staff program and make any necessary adjustments.

**C. Applicable Articles of Agreement.** Flex Staff employees are subject to the following articles of the Agreement in their entirety:

Article 1	Recognition and Union Security
Article 2	Union Provisions
Article 3	General Provisions
Article 4	Management Rights
Article 24	Grievances and Arbitration
Article 25	Strikes, Lockouts and Picket Lines
Article 26	Parking
Article 27	Health and Safety
Article 28	Labor Management Committee
Article 29	Term and Duration

**D. Applicable Individual Sections of Agreement.** Flex Staff employees are subject to the following individual sections of the Agreement:

5.11	Flex Staff Employee definition
6.1	Non-Discrimination
6.2	Pay Periods
6.3	Timekeeping Records
6.8	Personnel Records
6.9	Reporting Inappropriate Use of Resources, Waste or Fraud
6.10	Personal Emergency Message Procedure
7.1	Work Week and Extended Work Period
7.2.8	Non-guarantee of hours
7.3	Report Pay
7.4	Availability of Non-Scheduled Work
7.5	Rest Periods
7.6	Meal Periods
7.8	On-Call
7.11	Clean-Up Time

7.12	Inclement Weather (including 7.12, 7.12.2 and 7.12.4 only)
8.1	Across the Board Increases
8.8	Travel Expenses and Allowances
9.1.1	Definition of overtime
9.1.2	Overtime compensation (1 <sup>st</sup> paragraph only)
9.1.3	Calculation of overtime
9.1.5	Compensatory time
10.1	Shift Differential
10.3	Work from Home
10.5	Lead Work
10.6	Bi-Lingual Differential
10.7	High Elevation Work
10.8	Inclement Weather Team
10.9	Transport Work
11.1	Recognized Holidays
14.2.3	Military leave
14.3	Workers' Compensation (including 14.3.1 and 14.3.5 only)
18.3	OHSU-Wide Posting
20.1	Probationary Period (including 20.1, 20.1.4 and 20.1.6 only)
22.1	Promotion of Development Opportunities
22.3	Required Attendance at Educational and Training Functions
22.6	New Technology
22.7	Joint Committee for Education and Training
23.5	Communication of Disciplinary Action
23.6	Unauthorized Absences
App. I	Differentials for Specific Classifications

**E. Modifications of Contract Provisions.** The following provisions shall apply in modification or in lieu of the referenced contract provisions:

1. Report pay. Reporting time is the time designated as the start of the daily work shift or schedule. [in addition to incorporation of Section 7.3]

2. Overtime work. Overtime work shall first be offered to regular and Probationary Period employees in accordance with Section 9.1.4. Should no regular or Probationary employee be qualified or available to work the overtime, the overtime work may then be offered to a Flex Staff employee. Flex Staff employees may not be required to work overtime.

3. Holiday work. Flex Staff employees who work on any of the recognized holidays listed in Section 11.1 shall be paid at the rate of time and one-half (1 ½) their regular rate. Regular and Probationary Period employees shall first be given the opportunity to work on a holiday. Open shifts will then be offered to Flex Staff employees, who may not be required to work on a holiday. [in lieu of Sections 11.3, 11.4]

4. Seniority. Service as a Flex Staff employee counts as part of an employee's continuous service, but Flex Staff employees cannot use seniority until and unless they convert to regular status. [in reference to Section 17.1]

5. 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 dismissal. No other steps of progressive discipline shall be required. [in lieu of Sections 23.1, 23.2]

Flex Staff shall be entitled to a pre-dismissal 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 dismissed, and a specific notice of the employee's right to union representation at the pre-dismissal hearing. [in lieu of Section 23.4]

All notices of pre-dismissal and dismissal shall be forwarded to the Union on the same day as the employee is notified. [in lieu of Section 23.8]

6. Promotion. For purposes of calculating the pay rate of a Flex employee upon promotion, the existing pay rate will be the actual pay rate of the Flex employee, but in no event higher than the top of the range.

The employment of Flex Staff may be terminated when there is no longer a need for their services.

**F. Provisions Exclusively for Flex Staff.** The following provisions shall apply only to Flex Staff employees:

1. Scheduling

a. Upon hire, a Flex Staff employee shall indicate to the Employer the days of the week, hours in the day and specialty areas, if applicable, 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.

b. Flex Staff shall be listed on the Call List in order of hire date and shall be called by rotation for an assignment according to the Flex Staff employee's preferences specified in paragraph (a) above.

c. An assignment will be considered the block of time that needs coverage. If the Flex Staff employee, according to designated preference, cannot work the entire assignment, the department may move to the next Flex Staff employee on the Call List.

d. The department need only make one bona fide attempt to reach a Flex Staff employee.

e. The Employer, with the Flex Staff employee's concurrence, may place him/her on a recurring assignment, provided that regular and Probationary Period employees have been first offered the opportunity to volunteer for the work at the straight-time rate of pay. Such opportunity will not result in overtime or premium pay.

In the event the remaining uncovered work is greater than or equal to 0.5 FTE, the Employer will offer the work in accordance with Article 18.

2. Obligations for Work. Flex Staff employees will be called upon only when work is available. The Employer has no obligation to call Flex Staff employees. Flex Staff employees have no obligation to report to work unless there is a previously scheduled commitment. If there is a previously scheduled commitment and the Flex Staff employee is unable to come to work due to illness or other reasons, the Flex Staff employee will notify the supervisor within the time frame specified by the appropriate department's policy.

3. Employment Opportunities

- a. Flex Staff employees may not job bid.
- b. Employees may not be appointed as Flex Staff concurrently with an appointment as regular, Probationary Period of limited duration employee.
- c. Each Flex Staff employee shall be provided a basic orientation to prepare him or her to work in the area of assignment.

4. 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. An employee may use seniority earned as a Flex Staff employee.

5. Dress Code. Flex Staff employees are expected to wear clothing that is appropriate to the work assignment. If a lab jacket is required, the Flex Staff employee shall provide his/her own. If a uniform other than a lab jacket is required, it will be provided either on loan or consistent with the terms of Section 6.12 - Uniforms.

6. Steward/Committee Assignments. Although a Flex Staff employee may serve as a steward or be assigned as a committee member representing the Union, any time spent shall be without pay.

7. Paid Leave. Flex Staff employees will not accrue vacation, compensatory time, sick leave or receive any other paid leave except as provided in this Appendix.

8. 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 top step hourly rate. Rate of pay may be negotiated individually between the employee and his/her supervisor at any time.

**Form Letter to New Flex Staff Employee**

You have been hired as a 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 permanent staffing levels.

As a Flex Staff employee, you are **NOT eligible** for:

- Step progression pay adjustments
- Medical, dental or other insurance benefits
- Layoff rights
- Vacation, holiday or sick leave benefits
- Job bidding

You **are eligible** for:

- Retirement benefits after six months of employment
- Shift differential
- Tuition discount (if regularly working over .5 FTE)
- Applying the experience gained as a Flex Staff employee toward the minimum experience requirement of the applicable employment classification

Rate of pay may be negotiated individually between the employee and supervisor at any time.

Information regarding classification pay ranges can be obtained from the OHSU 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 the Human Resources Department or AFSCME Local 328.

Employee Signature

\_\_\_\_\_

\_\_\_\_\_

Date

## **APPENDIX C**

### **Employee Benefits Council**

The Employer and the Union have become partners in the determination of plan design and types of benefits to be provided OHSU employees. This partnership is known as the Employee Benefits Council (EBC) which includes the following purposes:

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 opportunities for selection of supplemental insurance benefits;

Develop and approve rules governing enrollment and eligibility;

Develop an appeals process for individuals covered by these benefits, including criteria to be used when evaluating such appeals;

Participate in the development of communication plan(s) designed to provide covered individuals with information concerning their benefit(s);

Determine what types of Health Promotion/Disease Management Programs will be offered to employees and dependents;

Participate in the development of any Requests for Proposals (RFP) and Requests for Information (RFI);

Make all decisions concerning the selection of Facilitators and other resource individuals who shall report to the Council.

Be informed on the process leading to the selection of potential providers.

## **APPENDIX D**

### **Just Cause Standard**

The following questions will assist the parties in determining whether or not the “just cause” standard has been properly applied in instances involving the discipline or discharge of an employee as specified in Article 23 – Discipline and Discharge:

1. Did the Employer provide the employee with forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee’s conduct?
2. Is the Employer’s rule, order or policy at issue reasonably related to the orderly, efficient and safe operation of the Employer’s business, and to the performance that the Employer might properly expect of its employee?
3. Did the Employer, before administering discipline to the employee, make an effort to discover whether the employee did in fact violate or disobey a rule, order or policy of the Employer?
4. Was the Employer’s investigation conducted fairly and objectively?
5. During the investigation did the Employer obtain substantial evidence or proof that the employee engaged in the conduct for which the employee is being disciplined?
6. Has the Employer applied its rules, orders, and discipline for the infraction involved evenhandedly and without discrimination against the employee?
7. Was the degree of discipline administered by the Employer reasonably related to the seriousness of the employee’s offense and the performance record of the employee?

**APPENDIX E**

**Voluntary Waiver of Daily Overtime**

Important Considerations:

- This waiver must be completed by the employee for the employee’s benefit
  - If you are seeking a change in shift length please use Payroll’s Timekeeping System Set-up form

Employee Name: \_\_\_\_\_ ID#: \_\_\_\_\_ Mail Code: \_\_\_\_\_  
 Hire Date: \_\_\_\_\_ Email: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Department: \_\_\_\_\_ Supervisor: \_\_\_\_\_

**The purpose of this waiver is to allow employees flexibility with their work day schedule as approved by the employee’s department and an authorized representative of the Union. To this end, an employee wishing to continue working at the end of his/her normal work day may continue to do so with approval of his/her supervisor and without incurring overtime, while foregoing an equal number of work hours in subsequent days within the same work week. This waiver may be initiated either by the employee or his/her supervisor, provided that the waiver is for the employee’s benefit.**

Reason for Waiver: \_\_\_\_\_

I, \_\_\_\_\_, do hereby agree to waive overtime otherwise due me for hours worked in excess of my regular shift length of at least eight (8) hours per day. This waiver is for my own benefit. I agree that I will not be eligible for overtime compensation (time and one-half times my regular hourly rate of pay) except for hours worked in excess of forty (40) hours in a work week - regardless of the number of hours I work in a day within such work week. This Agreement supersedes and negates the overtime provisions of Article 9.1 of the OHSU/AFSCME Collective Bargaining Agreement for as long as this waiver remains in effect. I understand that I may cancel this waiver at any time by written notification to the OHSU Payroll Department. Any such decision shall become effective with the next full pay period following proper notification. This waiver may also be rescinded by the Department by providing the Payroll Department and me with notification of its termination effective with the next full pay period.

I understand that this Agreement will become effective with the next bi-weekly pay period following signature of the parties noted below and receipt by the OHSU Payroll Department.

FOR THE DEPARTMENT

FOR THE UNION

\_\_\_\_\_

\_\_\_\_\_

Employee

Employee Number



After employee signs, route to AFSCME for signature:  
6025 E. Burnside St.  
Portland, Oregon 97215  
FAX: (503) 239-9441

Once fully executed, the employee should route this completed form to: PAYROLL, MC  
AD225 or via Fax: (503) 346-6839

## APPENDIX F

### Severance Program

**A. Purpose.** The severance program described herein is designed to provide a one-time benefit to employees for financial support during a period of employment transition.

**B. Eligibility**

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

- Regularly scheduled to work at least 20 hours per week and a .5 FTE or more;
- Involuntarily terminated due to program closure, position elimination or reorganization; and
- Notified by Human Resources of eligibility for severance benefits.

Severance benefits are not available to employees who:

- Are working in temporary, limited duration, flex or relief positions;
- Are in their probationary period;
- Resign from their employment position\*; or
- Are given notice of termination for reasons other than those identified above.

\* Although the severance program is not designed as a voluntary program, managers may, at their discretion, offer the severance benefits described below to an employee who volunteers to be laid off, provided the employee is otherwise eligible.

**C. Conditions**

**1. Calculation of severance payment.** Severance pay will be based on length of continuous service with the Employer and will be calculated using base pay only. For purposes of this paragraph, length of continuous service is defined as continuous, uninterrupted employment with the Employer, except for breaks of service of 90 days or less. Base pay is defined as the regular rate of pay as of the date of notice of layoff excluding overtime, bonuses, shift differential, incentive pay and the value of any employee benefits. If the position being

eliminated constitutes only a portion of the employee's FTE, the severance pay will be based on the affected FTE portion only. Severance will be paid in a lump sum payment and is subject to applicable taxes and other statutory withholdings.

**2. Separation agreement.** Employees who wish to accept severance benefits will be required to sign a separation agreement prior to remittance of any severance benefits and to wait for the expiration of any potential revocation window. The separation agreement will include, but will not be limited to, a waiver and release of claims against the Employer, an agreement not to solicit the Employer's employees, and an agreement to repay a pro-rata amount of severance benefits received if the employee is rehired by the Employer.

**3. Waiver of other contract rights.** Any employee who accepts severance benefits in accordance with this program automatically waives all layoff and placement rights provided for under Article 19 of the Agreement.

#### **D. Severance Benefits**

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

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

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

**3. Contracting severance benefit.** Any regular non-probationary employee, regardless of FTE status, who is displaced as a result of contracting or subcontracting

bargaining unit work as described in Section 6.13 of the Agreement and who otherwise qualifies for severance benefits under this appendix shall, in lieu of the pay provisions set forth in Paragraph D.1 above, receive severance pay as follows:

- a. Employees with at least one (1) but less than five (5) fully completed years of service shall receive four (4) weeks of base pay.
- b. Employees with five (5) years of service shall receive five (5) weeks of base pay.
- c. Employees with six (6) or more years of service shall receive two (2) weeks of base pay for each fully completed year of service.
- d. Employees with fifteen (15) or more years of service shall receive thirty (30) weeks of base pay plus three (3) weeks of base pay for each fully completed year of service beyond 15 years. (For example, an employee with 20 fully completed years of service will receive 45 weeks of base pay.)

The additional severance pay available under this Paragraph D.3 shall not affect the months of COBRA subsidy under Paragraph D.2 and the chart below.

**4. Outplacement.** Employees may access outplacement services through either the Career and Workplace Enhancement (CWE) Center or the Employee Assistance Program (EAP). The CWE Center may offer classes on career networking, resume writing and job interviewing. Employees will have access to these classes up to 60 days after termination of employment. The EAP offers, in addition to phone and web-based services, up to three face-to-face counseling sessions. All EAP services are available to employees and their dependents for 60 days after termination of employment.

**5. Cashout.** Affected employees will also be eligible for cash-out of unused vacation leave in accordance with Section 12.6 of the Agreement.

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

<b>Length of Service</b>	<b>Weeks of Pay</b>	<b>Months of COBRA Subsidy</b>
Up to 5 years	4	1
5 to <6 years	5	2
6 to <7 years	6	2
7 to <8 years	7	2
8 to <9 years	8	2
9 to <10 years	9	3
10 to <11 years	10	3
11 to <12 years	11	3
12 to <13 years	12	3
13 to <14 years	13	4
14 to <15 years	14	4
15 to <16 years	15	4
16 to <17 years	16	4
17 to <18 years	17	5
18 to <19 years	18	5
19 to <20 years	19	5
20 to <21 years	20	5
21 to <22 years	21	6
22 to <23 years	22	6
23 to <24 years	23	6
24 to <25 years	24	6
25 to <26 years	25	7
26 years or more	26	7

## APPENDIX G

### Guidelines on Reaching Consensus

1. **Communicate effectively.** Listen actively. Pay attention to others. Ask clarifying questions. Don't assume intent.
2. Encourage participation by all. Express interests, opinions and points of view. Confirm that others understand. Confirm the understanding of others' interests, opinions and points of view.
3. Share information, interests, ideas and feelings.
4. Approach the problem with an **open mind**, not a preconceived solution.
5. Use the problem solving process, step by step.
6. Don't vote, bargain or trade support.
7. Work towards the **best solution for the group**. Seek a solution that meets as many interests within the group as possible.
8. 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.
10. Once the solution is reached, all members of the group must be **totally committed** to the solution. Even though an individual may not completely agree with the solution, he or she agrees to support it. The involved group collectively assents that the decision is the best solution for the group at this time.

#### **To Make the Process Work, You MUST:**

- A. Make a mutual commitment to use the process.
- B. Be committed to taking the risk of developing a trusting relationship.
- C. Have support for your participation in the process from leaders of the group you represent.
- D. Have sufficient confidence and credibility with your constituents that they will support your efforts or your receptiveness to try something new.

- E. Have realistic expectations, with an understanding that this process will not solve all of your problems or eliminate conflict.

**You JEOPARDIZE the Process if You:**

- A. Are not honest, above board and forthcoming with information.
- B. Violate the trust of the parties or other participants.
- C. Don't respect the validity of everyone's interests.
- D. Hold the process or the relationship hostage to the resolution of another issue or issues.
- E. Don't separate the people from the problems.
- F. Jump to conclusions and assumptions without checking them out.
- G. Fail to support a solution that is fairly and openly reached by consensus, as defined in Section 5.3 of the Agreement.

## **APPENDIX H**

### **Attendance Management**

1. Effective January 1, 2013, each work unit will be subject to a recognized attendance policy.
2. Progressive discipline for attendance may be triggered by three (3) occurrences in a 90-day period. Progressive discipline thereafter will be applied not on the basis of a no-fault grid, but in accordance with criteria and definitions to be developed by the Employer and provided in advance to the Union for review and comment.
3. If an employee is coached or disciplined for attendance-related concerns, the employee will be provided a copy of the applicable attendance policy.
4. Any issue regarding consistency of treatment for attendance-related discipline (see question no. 6 under Appendix D – Just Cause Standard) shall be evaluated on a work unit basis.
5. The Employer and the Union will issue a joint communication to the bargaining unit regarding expectations of attendance, purposes of sick leave, and management of FMLA and other legally protected leaves.
6. Even when inclement weather is not declared pursuant to Section 7.12, if an employee makes reasonable efforts to report to work as scheduled but is unable to do so due to severe weather conditions, the resulting absence or late report will not count as an attendance occurrence. The employee may request and shall be granted appropriate paid leave time.



## APPENDIX I

### Differentials for Specific Classifications

#### A. **Angiography, Cardiac Cath Lab and Radiation Therapy Backup Services.**

The Employer will provide qualified Angiographic Technologists, Cardiac Cath Lab Technologists and Radiation Therapists a bonus in the event the Employer requests that such employees provide “back-up” assistance to their respective departments. The purpose of this provision is to provide an incentive for employees who are not otherwise scheduled 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 departments beyond the services of the regularly scheduled on-call employee.

**1. Authorization.** An Angiographic or Cardiac Cath Lab Technologist will only be offered a back-up assignment if authorized by a Radiologist within the department, or if the on-call Technologist is already involved in a procedure. A Radiation Therapist will only be offered a back-up assignment if authorized by a Radiation Oncologist within the department.

**2. Duration of back-up responsibility.** A Technologist or Therapist 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 Angiographic or Cardiac Cath Lab 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. Once accepted, the Radiation Therapist will be entitled to a \$75.00 bonus any time the employee is contacted by telephone after having left the work site. These amounts shall be in addition to the contractual compensation due to “on-call” employees if called back to work.

**B. Patient Account Representatives.** Patient Account Representatives who are certified by the American Association of Healthcare Administrative Management (AAHAM) as a Certified Patient Account Technician (CPAT) shall receive a certification differential equivalent to five percent (5%) of their straight rate of pay. The differential will become effective the payroll period following receipt of written confirmation from the employee of successful attainment of the certificate. For employees who do not satisfy re-credentialing requirements, the certification differential will end the payroll period following lapse of the certification. The Employer reserves the right to build the amount of the certification differential into the employee's straight rate of pay.

**C. Differential Pay in Specified Classifications**

1. Medical Laboratory Technologists, Medical Laboratory Technicians I and II and Respiratory Care Practitioners will be paid a night shift differential of 18.5% of their straight hourly rate of pay until the first full pay period following July 1, 2013, at which time the payable differential will be 17% of the straight hourly rate. Effective the first full pay period following July 1, 2014, the payable differential will be 15.5% of the straight hourly rate.

2. Pharmacy Technicians and Pharmacists will be paid a night shift differential of 23.5% of their straight hourly rate of pay until the first full pay period following July 1, 2013, at which time the payable differential will be 22% of the straight hourly rate. Effective the first full pay period following July 1, 2014, the payable differential will be 20.5% of the straight hourly rate.

3. Pharmacy Technicians and Pharmacists will be paid a weekend day shift differential of 8.5% of their straight hourly rate of pay until the first full pay period following July 1, 2013, at which time the payable differential will be 7% of the straight hourly rate. Effective the first full pay period following July 1, 2014, the payable differential will be 5.5% of the straight hourly rate.

## **APPENDIX J**

### **Licensed Practical Nurses**

LPNs will not be scheduled for more than seven (7) weekends, of which no more than two (2) will be successive in a thirteen (13) week calendar quarter, unless the employee requests in writing to work more weekends. This provision is subject to a patient care emergency declared by the Chief Operating Officer or designee.

## **MEMORANDUM OF UNDERSTANDING #1**

### **Drug and Alcohol Testing**

#### **1. Drug and Alcohol Free Workplace**

To promote the health, safety and productivity of employees, it is the Employer's policy to provide a drug and alcohol-free workplace. To support this goal, the Employer has established a testing program consisting of pre-employment testing of applicants for employment in specified positions. The Employer may also conduct testing of employees transferring to testable positions from non-testable positions in accordance with the provisions set forth below. The Employer and the Union have further established a program of for cause testing for employees who are under suspicion of being under the influence of controlled substances while at work and that program is incorporated in this memorandum.

#### **2. Drug Testing for Testable Positions**

A testable position is a position that the Human Resources Department has designated for drug testing. Testable positions include all direct patient care positions, all safety-sensitive positions and other special needs positions. A list of testable positions shall be maintained in the Human Resources Department and shall be made available upon request. The Employer will provide to the Union criteria used to determine testable positions.

The Employer maintains a pre-employment testing program of external applicants in testable positions. The Employer may also conduct post-offer testing of an internal employee applicant who is transferring from a non-testable position to a testable position. The Employer shall provide clear notice to internal applicants of any posted position designated as testable.

#### **3. For Cause Drug and Alcohol Testing**

*Random drug testing is not permitted.*

Reasonable cause for drug and alcohol testing should include conduct and/or current indicators of impairment such as the following:

**Recent conduct/behavior:**

- Disregard for safety of others
- Taking needless risks
- Unexplained “disappearances” from the job
- Lapses in concentration or coordination
- Complaints from co-workers
- Poor judgment/increased mistakes
- Observed impairment of job performance
- Serious workplace accident with a degree of employee fault or which might have been prevented by employee behavior
- A workplace accident following a series of similar accidents which results in injury, financial loss or equipment damage
- Evidence of drug tampering in the employee’s workplace
- Other erratic conduct or behavior

**Current indicators**

- Odor of alcohol
- Slurred speech
- Bizarre behavior
- Lack of muscular coordination or control
- Violent behavior
- Excessively active/drowsy
- Inability to verbalize
- Presence of drug paraphernalia
- Deteriorating physical appearance or hygiene

Observations such as the above factors may cause a supervisor to request a reasonable suspicion evaluation.

One employee who is trained to evaluate reasonable suspicion will meet with the employee. The evaluator must agree with the supervisor that the employee exhibits reasonable suspicion of impairment due to drug or alcohol use.

An evaluator is defined as any employee who has been given “reasonable evaluation” training. Reasonable evaluation training will be made available to all managers, safety teams, and Union stewards. Stewards will not be required to perform reasonable suspicion evaluations on bargaining unit members.

#### **Requirements (and Testing Procedures)**

a. An employee who has been determined to be exhibiting reasonable suspicion of impairment may be required to submit to a drug or alcohol test and the evaluators shall record their observations and conclusions on a form provided by the Employer.

b. The employee to be screened shall be relieved of his/her duties and arrangements will be made for transportation to the testing site and to either work or home as appropriate following the administration of the test. The employee shall remain on paid status until the employee is returned either to work or home as appropriate. If the Employer determines that the employee should not work until the test results are received and evaluated by the Employer, the employee shall be placed on paid administrative leave status until such time as the Employer’s evaluation is complete. Refusal or failure to submit to testing is cause for disciplinary action.

c. Tests will be paid for by the Employer.

#### **4. Confidentiality**

Test results shall be made available on a need to know basis and in accordance with federal and state laws. Employees may be asked to provide information as necessary to interpret drug screen results. Such information will be considered confidential.

## 5. Protocols

The Employer shall implement the requirements of this policy and establish protocols for testing. At a minimum such protocols shall comply with ORS 438.435, as revised, and shall include the following:

Testing facility: Employees shall not be tested by the Employer or at an Employer facility during hours when a certified testing laboratory facility is available. Testing labs shall be certified by the appropriate certifying agency. If testing is conducted during hours when a certified laboratory facility is not available, the sample may be collected in locations and by employees mutually designated by the Employer and the Union, provided that the confidentiality and privacy of the employee is preserved.

Testing mechanisms: A split sample shall be taken so that in the event of a positive test a confirming test shall be made by the use of Gas Chromatography/Mass Spectrometry method. If at any time a test is developed with a higher rate of reliability than the GC/MS test, then it shall be used for the confirmatory test.

Sample Procedures: Prior to testing, the employee's supervisor shall present and read to the employee a statement of the employee's rights under this article prepared by jointly by the Union and the Employer. At the test site, the employee will be required to list all medications/drugs currently being used by the employee on a form supplied by the testing facility. This list will be used by the facility only for test determination purposes. Testing will be limited to urine specimens; no employee will be required to take a blood test. The urine sample shall be taken in such a manner as to insure the authenticity and reliability of the sample and the confidentiality of the employee.

The sample will be divided into two equal parts, separately sealed, labeled and stored. The first sample will be used for the test and the confirmatory test in the event that the initial test is positive. In the event the initial drug screen and confirmatory test are positive, the second

sample will be available to the employee to have tested at a laboratory of the employee's own choosing at the employee's request.

Employees shall have the right of Union representation during the process up until the sample is collected and shall be so advised by the employer at the time the supervisor requests a reasonable suspicion evaluation. However, the absence of an available steward shall not delay for more than 45 minutes the timely obtaining of a sample.

If at any point in this process the results of the screen are negative, the process shall be halted; the employee shall be given a copy of all records relating to the drug test, including the reasonable suspicion evaluation, developed during the process; and all records of the process in the Employer's possession shall be destroyed following the pendency of the grievance period, provided the employee has filed no grievance or other administrative or legal appeal. The records to be destroyed are those directly related to and referencing the drug testing process. Documentation of employee conduct during the period of time in question which does not reference the drug test may be maintained.

An employee who tests positive shall be given a copy of all records developed during the process and be treated in accordance with Section 8 below.

If the results of the test are negative, the employee and the Union may challenge through the grievance procedure whether reasonable suspicion existed at the time the test was ordered. However, if the employee elects to challenge whether reasonable suspicion existed, the Employer will have the right to retain all documentation which reasonably supports the Employer's position.

If the results are positive, neither the Union nor the employee shall have the right to challenge whether reasonable suspicion existed for the ordering of the test.



## **6. Waiver of Test**

Employees with no previous deferral of discipline for substance abuse may waive a test by agreeing to enter rehabilitation. The Employer shall have the right to deny such right of waiver if it has reasonable suspicion of diversion of drugs or other offenses of an equally serious nature. A waiver shall be deemed to be the equivalent of a positive test result.

## **7. Training**

The Union and the Employer shall mutually agree on the training program used to train employees in making a “reasonable suspicion” determination.

## **8. Rehabilitation**

The Employer recognizes that employees are the organization’s most valuable resource and is committed to maintaining their safety, health and well-being. Abuse of alcohol and drugs is recognized as an illness that can be abated through drug screening, education, treatment and rehabilitation. To that end, employees with drug and/or alcohol problems are encouraged to seek professional assistance. The Employer has adopted this rehabilitation policy to help employees whenever possible before taking disciplinary action. All requests for assistance and the results of treatment and counseling shall be kept as confidential as reasonably possible.

Employees should contact the Benefits Office in Human Resources for information about available coverage for or the use of sick time, other paid or unpaid leave of absence or state and federal leave to participate in treatment. The Employer offers an Employee Assistance Program (EAP) and employees seeking assistance can contact the EAP or other designated Employer-approved programs for confidential professional assistance. Questions to the Benefits Office and/or the EAP will be handled in confidence. It is the Employer’s policy to make every reasonable effort to safeguard the confidentiality of any request for employee assistance.

## **9. Discipline, Referral Agreement and Return to Work Agreement**

### **Referral Agreement**

While employees who violate this policy may be disciplined, it is the Employer's intent to correct problems associated with drug and alcohol abuse through referring first time offenders to the contracted EAP or other approved rehabilitation programs. If the EAP or another approved rehabilitation program recommends a course of treatment, that recommendation shall be the basis for a Referral Agreement. Referral agreements are entered into for the purpose of setting the conditions under which the employee may defer discipline. Therefore, when an employee voluntarily enters into rehabilitation in lieu of a required test or when he/she receives a positive test result, disciplinary action related to a positive test or voluntary disclosure will be withheld, pending satisfactory completion of the referral agreement requirements. Only employees found to be suitable for rehabilitative treatment will be eligible for deferral of discipline.

Employees who waive the test or employees who test positive may access sick leave, vacation and/or comp time in lieu of administrative leave without pay during the period of time between the waiver or positive test result and the time the employee returns to work under the Return to Work Agreement. The Employer may place the employee on administrative leave with pay during such period at the Employer's discretion. Employees shall be advised that they may be eligible for FMLA leave during this period and that they should work with their health care provider to make this determination.

Employees who test positive may be subject to disciplinary action which can include probation, suspension, termination of employment or a requirement that the employee enroll in a rehabilitation, treatment or counseling program.

Other than when exercising waiver in accordance with Section 6 above, employees who refuse to test, or who interfere or subvert the testing process, are considered to be insubordinate and subject to appropriate discipline.

The terms and conditions of each referral agreement will be put in writing and signed by the employee, the Union and the Employer. At the employee's request the requirement for Union signature may be waived but agreements made without the Union's signature will not be precedent setting. Each referral agreement will contain some basic core requirements but will be designed giving consideration to the individual's circumstances.

### **Return to Work Agreement**

The Employer may require an employee to participate in an Employer-approved education or rehabilitation program. Employees who do so before their drug or alcohol problem leads to initial or future performance problems will be supported in their efforts to seek help. Employees who delay seeking help will not be excused from consequences of their performance deficiencies.

Return to work agreements set the conditions under which the employee returns to work. Upon satisfactory completion of the terms of the Referral Agreement, the employee will enter into a Return to Work Agreement which may contain "last chance" provisions. Any discipline for the positive test will continue to be withheld pending successful completion of the terms of the Return to Work Agreement.

Employees will only be allowed to access rehabilitation in lieu of discipline one time. An employee who fails to cooperate, abandons or does not complete the terms of the Referral Agreement will receive all previously withheld discipline.

Whenever an employee agrees to a Referral Agreement and a subsequent Return to Work Agreement as a condition of continued employment, that employee shall continue to be subject to the same rules, working conditions and disciplinary procedures in effect for other employees.

An employee referred for inpatient treatment of substance abuse problems will be allowed to return to work when all terms of the referral agreement have been met and the Employer receives

appropriate notification from the treatment facility that the employee has successfully completed his/her course of treatment.

Employees who are referred to outpatient treatment will be permitted to return to work providing all other terms of the referral plan are met and the treatment provider agrees that returning the employee to work is consistent with the treatment plan.

Return to Work Agreements may include regular unannounced testing for a reasonable period as specified in the Return to Work Agreement.

One of the purposes of this program is to provide a safe workplace through treatment and rehabilitation of those identified as having a dependency problem. Accordingly, if the employee, during or after appropriate treatment and rehabilitation, again is found to be in violation of this policy he/she will be subject to discipline up to and including termination of employment.

The Union and Employer have developed documents pursuant to this Memorandum of Understanding, including the Advice of Rights, the supervisor's checklist, and the reasonable evaluation training.

For AFSCME:

*Gene Lovell*

Date: 10/3/12

For OHSU:

*Jani's Clump*

Date: 10/3/12

**MEMORANDUM OF UNDERSTANDING #2**

**Joint Task Force – Working at Top of License**

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

The Union and the Employer have a mutual interest in employees working at the top of their license. To that end, the parties agree to establish a joint task force, consisting of representatives of each party and other stakeholders, within ninety (90) days of the effective date of the parties’ Agreement. It will be the goal of the task force to complete its work within nine (9) months following its formation.

For AFSCME:

Deano Lovell

Date: 10/3/12

For OHSU:

Joni S. Asmunt

Date: 10/3/12

**MEMORANDUM OF UNDERSTANDING #3**

**Code of Conduct**

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

1. The Employer agrees to provide to the Union documentation regarding the multiple processes available to employees for filing complaints (contract grievances, Code of Conduct complaints, complaints of discrimination, etc.) and the resources available for such processes (Integrity and Compliance Office, AAEO Department, Human Resources, etc.).

2. The Employer further agrees to specify to the Union the process it will follow for reviewing Code of Conduct complaints.

3. Whenever a manager is notified of a Code of Conduct complaint brought against the manager, such notification will include written notice of non-retaliation.

For AFSCME:

Neane Lovell

Date: 10/3/12

For OHSU:

Jonis S. Elsenpeter

Date: 10/3/12

**MEMORANDUM OF UNDERSTANDING #4**

**Task Force re Facilities Work**

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

The Union and the Employer agree to establish a Labor-Management Task Force that includes three (3) representatives selected by each party. The focus of the task force will be the review of non-capital maintenance and operations work that is contracted out to third parties. The task force will evaluate what constitutes the best value to the organization in terms of service, quality and cost of the work performed.

Each party will select a co-chair for the task force. The task force members of each party will have equal responsibility for the work in which they are engaged. The task force will commence its work as soon as possible following August 1, 2013. The target date for completion of its work, including the presentation of recommendations to the Associate Vice President for Facilities and Logistics, is November 1, 2013. Recommendations may include proposed exceptions to the provisions of Article 19 as applied to the work under review.

For AFSCME:

          Nedano Lovell          

Date:           10/3/12          

For OHSU:

          Joni S. Elcupito          

Date:           10/3/12

## **MEMORANDUM OF UNDERSTANDING #5**

### **Transition Plan**

AFSCME Local 328 (“Union”) and Oregon Health & Science University (“Employer”) hereby agree to the following transition plan for employees who are active participants in PERS Tier I, PERS Tier II or OPSRP as of the date of ratification of this Agreement. The terms of this memorandum are directly tied to and contingent upon discontinuance of the Employer’s 6% employee pickup contribution for said employees effective the end of the pay period ending immediately prior to January 1, 2014 (“Effective Date”) as provided in Section 16.2.2. PERS retirees and UPP participants are not eligible to participate in this transition plan.

1. Employees whose retirement account is fully vested as of the Effective Date shall receive a pay differential equivalent to five percent (5%) of all eligible compensation commencing on the Effective Date and continuing through the end of the pay period ending immediately prior to July 1, 2014. The differential shall continue thereafter to be paid at the rate of three percent (3%) of all eligible compensation through the pay period ending immediately prior to termination of the current Agreement. This differential shall be payable so long as the employee remains an active participant in PERS Tier I, PERS Tier II or OPSRP. Employees whose active participation in PERS Tier I, PERS Tier II or OPSRP is terminated prior to July 1, 2015 will no longer receive a differential as of the date of such termination.
2. Employees whose OPSRP retirement account is not fully vested as of the Effective Date shall receive a pay differential equivalent to six percent (6%) of all eligible compensation as of the Effective Date and continuing through the end of the pay period ending immediately prior to July 1, 2014. This differential shall continue thereafter to be paid at the rate of four percent (4%) of all eligible compensation through the pay period ending immediately prior to termination of the current Agreement. This differential shall be payable so long as the employee remains an active participant in OPSRP. Employees whose active participation in OPSRP is terminated prior to July 1, 2015 will no longer receive a differential as of the date of such termination.



3. Employees referenced in Paragraph 2 above who became participants in OPSRP in 2010, 2011 or 2012, may, in the alternative, elect prior to January 1, 2013 to transfer to the UPP, in which case OHSU will make a contribution to the UPP in the amount equivalent to contributions made to the employee's IAP account during the period the employee has been a participant in OPSRP as an OHSU employee. All time served as an employee of OHSU will count for purposes of vesting in the UPP. All contributions made for employees hired prior to January 1, 2011 will be subject to forfeiture until January 1, 2014.
  
4. For the biennium commencing July 2015 and for each biennium thereafter, if the average defined benefit pension cost for an employee participating in a PERS plan as of the date of ratification of this Agreement is less than six percent (6%) for the two-year average of the applicable biennium and the immediately preceding fiscal year, then the Employer will make a contribution to the employee's 403(b) plan during the applicable biennium equivalent to the difference in dollars between 6% and the two-year averaged pension rate. Contributions will be subject to IRS limitations and rules.

For AFSCME:

*Neena Powell*

Date: 10/3/12

For OHSU:

*James S. Clump*

Date: 10/3/12

## **MEMORANDUM OF UNDERSTANDING #6**

### **Hourly Compensation Structure**

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

#### **1. New Compensation Structure**

No sooner than January 1, 2014 and no later than the first pay period in July 2014, a new hourly compensation structure will be implemented. The new hourly compensation structure will replace the current step structure. Each pay range shall be divided into quartiles, with a minimum, 25<sup>th</sup> percentile, mid-point, 75<sup>th</sup> percentile and maximum. A longevity step will be retained at 3% above the maximum of the range, and all parameters currently associated with the current Step 11 shall apply to the longevity step.

Following implementation, employees will retain their existing rate of pay until such time as compensation adjustments are made pursuant to Paragraph 2 below. No adjustments shall be made for falling below or above the minimum or maximum of the range or above or below Step 11. Normal anniversary increases will be provided to employees who would have otherwise been eligible for an anniversary increase prior to the implementation of the new structure, and such anniversary increase will be equivalent to the actual value of step of the current compensation plan.

#### **2. Transition of Employee Pay**

Effective the first pay period of July 2014, employees’ pay will be adjusted to conform to the new compensation structure as follows:

- a. Employees whose current rate of pay falls between the minimum and the maximum of the classification range (excluding Step 11) will retain the current rate of pay plus any across the board adjustment effective on that date.

b. Employees whose current rate of pay falls below the minimum of the classification range will be paid at the minimum rate of the range following any across the board adjustment effective on that date.

c. Employees whose current rate of pay is above the maximum of the new classification range but less than the new longevity step will be paid at the maximum rate of the range following any across the board adjustment effective on that date.

Additionally, each such employee will receive a bonus calculated as the difference between the current rate and the new maximum range rate, multiplied by the employee's FTE multiplied by 2080. The bonus will take into consideration future pay increases as provided in Section 8.1 and will be payable within three (3) months following implementation. For Flex and Relief employees, the calculation will be performed based on an average of the actual hours worked during the previous fiscal year.

d. Employees currently at Step 11 will be placed on the new longevity step, which will be 3% above the maximum of the classification range following any across the board adjustment effective on that date.

e. Employees whose current rate of pay is above the new longevity step will be paid at the rate of the longevity step following any across the board adjustment effective on that date. Additionally, each such employee will receive a bonus calculated as the difference between the current rate and the new longevity step rate, multiplied by the employee's FTE multiplied by 2080. The bonus will take into consideration future pay increases as provided in Section 8.1 and will be payable within three (3) months following implementation. For Flex and Relief employees, the calculation will be performed based on an average of the actual hours worked during the previous fiscal year.

f. Employees who have been at Step 10 as of the date of transition of employee pay to the new structure and whose rate of pay is 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 longevity step waiting period for all time previously spent at Step 10.

**3. Movement Through Ranges**

Per the current practice regarding step increases, employees will receive a guaranteed adjustment upon the employee's anniversary date. The guaranteed adjustment for employees in each quartile will be as follows:

First Quartile: 4.25%  
Second Quartile: 3.00%  
Third Quartile: 2.75%  
Fourth Quartile: 2.50%

Employees will be eligible for movement to the longevity step after serving five (5) consecutive full years in the same classification at the top rate of pay of the new range. The current Step 11 guidelines will apply to the longevity step.

For AFSCME:

Deann Lovell

Date: 10/3/12

For OHSU:

Joni S. Elumpts

Date: 10/3/12

**MEMORANDUM OF UNDERSTANDING #7**

**Tri-Met Bus Passes**

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

The Employer agrees not to increase the annual cost to bargaining unit employees of Tri-Met bus passes for the duration of this Agreement.

For AFSCME:

*Jeanne Lovell*

Date: 10/3/12

For OHSU:

*Jim S. Elsmuets*

Date: 10/3/12