

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

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

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

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

**If multiple employees in the same category request the work, it shall be granted to the most senior employee.** ~~If performing the additional work would cause the employee to incur daily or weekly overtime, the employee shall be required to change any vacation or comp time used during such cancellation or curtailment to leave without pay (LWOP) to avoid the~~

payment of overtime. If the additional work (a) has been offered for two weeks or (b) there is less than twenty-four (24) hours before the offered work, then the work will be granted to the first employee who requests the work.

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

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

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

~~Relief workers in seniority order~~

~~Flex workers~~

~~Temp or student workers~~

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

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

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

4. If there are no volunteers, mandatory assignment of non-overtime work will apply in reverse order of seniority. **A shift of four hours or longer must be offered at the ANI rate (Section 10.UX7 Additional Need Incentive) before being assigned as mandatory non-overtime work.**

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

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

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

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

b. **Work Option:** In the alternative, the Employer may require the employee to begin **their** ~~his or her~~ regularly scheduled shift at the normal start time. If this occurs, the employee will be compensated at **their** ~~his/her~~ regular rate of pay for the amount of time worked during the 10-

hour period immediately preceding the employee's next regularly scheduled shift **following the shortened rest period.** This compensation shall be in addition to the employee's normal compensation for all hours worked at the applicable pay rate.

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

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

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

- **Year 1: 7% second full pay period after ratification**
- **Year 2: 5% first full pay period after 7/1/2023**
- **Year 3: 5% first full pay period after 7/1/2024**

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

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

**Beginning March 13, 2023, employees will be eligible for movement to the longevity rate after serving five (5) full years (including non-consecutive time) in the same classification at the range maximum.**

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

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**9.1.4 Scheduling and assignment of overtime.** The Employer shall give reasonable notice of any overtime to be worked. **No overtime shifts shall be reassigned less than twenty four (24) hours before the start of the overtime shift.** Each work unit, ~~with consensus of the employees,~~ shall have the opportunity to develop creative methods of overtime scheduling **per Section 5.3 (Consensus)**. In units that do not develop such methods, the following rules apply:

- a. **For overtime work that becomes available with more than twenty-four (24) hours' notice,** Overtime work shall be offered to those employees in the work unit and in the applicable classification who are eligible and qualified to perform the work **for two (2) weeks or until twenty-four (24) hours before the shift, whichever comes first,** and shall be given to the most senior employees who accept the offer of overtime **during this window.** **If the overtime work (a) has been offered for two weeks or (b) there is less than twenty-four (24) hours before the offered overtime, then the work will be granted to the first employee who requests the work.**
- b. **If there is twenty-four (24) hours or less before the overtime work to be offered, then the overtime work shall be offered to those employees in the work unit and in the applicable classification who are eligible and qualified to perform the work, and shall be given to the most senior employee who accepts the offer of additional work within fifteen (15) minutes.** **If no employees request the work during the fifteen minutes, then the work will be granted to the first employee who requests the work.** To be eligible for the overtime, an employee must be available to work the entire overtime period and must have indicated such availability by signing up on an availability list maintained on the work unit. An employee's consistent unavailability for overtime opportunities, however, will

result in the employee's removal from the list. **Employees removed from the list may be added back upon request.**

[SUBSEQUENT ITEMS TO BE RENUMBERED]

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

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

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, **and a shift of four hours or longer would be assigned as mandatory overtime, then that shift must be offered at the ANI rate before assigning mandatory overtime for that shift.** If there are still no volunteers, then the Employer may assign the **mandatory** overtime to employees on duty, and otherwise in accordance with subparagraph c. For single-shift operations, the Employer has no further obligations under this paragraph. For multi-shift operations, the assignment of mandatory overtime to employees on duty shall be for the first two (2) hours beyond the shift. The

Employer will then offer the work to other qualified and eligible employees in accordance with subparagraph a. If no such employee accepts the offer of overtime, then the employee(s) assigned the overtime will continue to work for the duration of the overtime period.

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

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

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

*h.* In all cases of an emergency, the Employer may assign overtime to any employee as operating needs require. Supervisors shall not perform overtime work normally done by employees working under the jurisdiction of this Agreement, except in an emergency or in lieu

of assigning mandatory overtime. For purposes of this provision, an emergency is defined as a situation that is unforeseen and could not be prudently planned for.

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**MEMORANDUM OF UNDERSTANDING**  
**Mandatory Overtime**

**Within one hundred eighty (180) days of the effective date of the 2022-2025 agreement, the parties will establish a task force, meeting up to quarterly at the Union's request, to review mandatory overtime data and discuss mandatory overtime. The task force shall consist of equal representatives selected by each party. Time spent by bargaining unit employees at task force meetings shall be paid time.**

**10.1 Shift Differential.**

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

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

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

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

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**10.UX4 Preceptor Pay. A preceptor differential shall be paid to eligible preceptors in the following positions in the amount of \$1.00 per hour for each hour worked as a preceptor. The employee being trained or taught does not need to be a member of the bargaining unit. In work units that track employee productivity, time spent as a preceptor shall be counted as productive time.**

- **Anesthesia Tech**
- **Audiologist**
- **Cardiac Device Technician**
- **Cardio Radiology Technologist, Cardio Radiology Technologist Sr.**
- **CT Technologist**
- **Certified Hand Therapist**
- **Child Life Specialist**
- **Dental Hygienist**
- **Dosimetrist**
- **Echo Technologist**
- **EKG Technician**
- **Electrophysiology Radiation Technologist**
- **Electrophysiology Technologist**
- **END Tech 1, 2, and Specialist**
- **Endoscopy Technician**
- **Exercise Physiologist**
- **Exercise Specialist**

- Hemodialysis Technician
- Hybrid OR Technologist
- Intraoperative Neurophysiology Specialist 1 and 2
- IR Technologist, IR Technologist Sr.
- Mammographer
- MRI Technologist
- Nuclear Medicine Technologist
- Nuclear Medicine/CT Technologist
- Occupational Therapist
- Ophthalmic Echographer, Photographer, and Technician
- PET/MRI Technologist
- Pharmacist
- Phlebotomist
- Physical Therapist
- Physical Therapist Assistant
- Polysomnographic Technician
- Radiology Technologist
- Radiation Therapist
- Respiratory Care Practitioner, Coordinator, and Discharge Planner
- Social Worker
- Social Work Specialist
- Speech and Language Pathologist
- Stereotactic Navigation Specialist

- Sterile Processing Tech 1, 2, and 3
- Surgical Services Technologist
- Telemetry Monitor Tech
- Ultrasound Technologist
- Vascular Technologist

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

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10.UX7 Additional Need Incentive. The Employer has established an additional need incentive (ANI) to reduce the use of local agency workers and travelers, and to recognize bargaining unit employees who cover difficult-to-fill shifts and additional work due to peaks in census and acuity that have been identified and posted by the Employer. Further, the intent of ANI is to fill difficult shifts as early as possible in the scheduling process in order to minimize last-minute staffing emergencies.

10.UX7.1 Rate. An ANI rate of at least thirty percent (30%) of an employee's straight rate of pay or ten dollars (\$10.00), whichever is greater, may be offered by departments for specific positions/shifts for short-staffing situations and shall be offered to avoid the use of mandatory overtime for that shift. Setting ANI rates should be guided by the relevant classification's wage rate, the number of open shifts in the department, the number of vacant positions, learning from offering prior ANI rates, acuity, and patient care needs. The ANI shall be paid in addition to other applicable compensation for extra shifts above the employee's FTE. ANI is payable for shifts of four (4) hours or more in length. Nothing in this section is intended to prevent the employer from raising ANI rates above the minimum, or reducing ANI rates to the minimum, at any time in their sole discretion.

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

Employees may request that their manager increase an offered ANI rate. If the manager denies the employee's request, employees may bring their request to next level of leadership. If OHSU agrees with the request, OHSU will notify the union of the increased offered ANI.

**10.EX1.2 Availability of ANI. To be eligible for the incentive, an employee must (1) use the department's approval process for requesting ANI pay, and (2) for Relief employees, provide required availability in the pay period; (3) work all of the employee's regularly scheduled hours, other than hours not worked due to protected sick leave, shift cancellation/curtailment, or prescheduled paid time off, during the applicable two-week pay period. ANI will not apply to on-call shifts, to education or meeting time, to a shift picked up for another employee who is not eligible for ANI, or to shifts of less than four (4) hours. If an ANI shift is curtailed, the ANI will be paid for all hours worked. Cancellation of employees from an ANI shift shall occur in reverse order of their commitment to work such shift.**

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**11.2 Holiday Compensation.**

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

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

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

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

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

~~Effective Pay Period 1 2020:~~

[CURRENT GRID]

...

**13.1 Accrual of Sick Leave.** Sick leave shall be earned by each employee except for Flex Staff at the rate of .0462 hours per each hour compensated at the regular or straight time hourly rate of pay, up to a maximum of ninety-six (96) hours per year. As sick leave accrues, it will be deposited in the employee's sick leave bank. Flex Staff working 1.0 FTE will accrue sick time at the rate of one hour for every thirty hours worked, up to a maximum of fifty-six (56) hours per year, or as otherwise provided by law.



**MEMORANDUM OF UNDERSTANDING**  
**Sick Leave Occurrences**

**The Employer will meet with the Union within one hundred and twenty (120) days after the effective date of the 2022-2025 Agreement to discuss the Employer's attendance policy and sick leave occurrence procedures.**

**MEMORANDUM OF UNDERSTANDING**  
**Well-being Leave**

**Within one hundred and twenty (120) days of ratification of the 2022-2025 Agreement, the Employer will create a new well-being bank. To provide existing employees with well-being leave in fiscal year 2022-23, the Employer will provide all bargaining unit employees as of the date of creation of the well-being bank with eight (8) hours of well-being leave for a 1.0 FTE employee (hours pro-rated by FTE) on the first full pay period following creation of the well-being bank.**

**From that point until the beginning of fiscal year 2023-2024, the Employer will place 8 hours into the well-being bank for any newly-hired 1.0 FTE employee (hours pro-rated by FTE) on the first full period after the employee's date of hire. Starting with fiscal year 2023-2024, the Employer will place 8 hours annually into the well-being bank for a 1.0 FTE employee (hours pro-rated by FTE), beginning on the first full period after the employee's date of hire, then on the first full pay period after the employee's anniversary date.**

**Well-being leave shall be compensated at the straight time hourly rate of pay unless required otherwise by Oregon's sick time law. Accrued and unused well-being hours are not subject to cashout or otherwise payable upon termination of employment.**

**To encourage use of well-being leave, the well-being bank will have a maximum balance of twenty-four (24) hours. Employees will not be required to use well-being hours during protected leaves.**

**Employees are encouraged to give the Employer as much notice as possible for use of well-being leave. Employees will not receive occurrences for use of well-being leave as long as they follow the applicable department call-out policy.**

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

This conversion shall be based upon an employee's ~~limited~~ **unscheduled** utilization of sick leave, excluding **(a) prescheduled medical, vision or dental appointments and (b)** sick leave utilization appropriately requested and authorized under either the Family and Medical Leave Act (FMLA) or the Oregon Family Leave Act (OFLA). Employees must submit a written request for conversion no later than January 31st of the subsequent calendar year. **The conversion of sick leave hours to vacation hours will be processed in the first full pay period following January 31<sup>st</sup> of each year.** Conversion shall occur on a ~~one~~<sup>two</sup> to one (~~1~~<sup>2</sup>:1) basis as follows:

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

For purposes of this section, a sick leave day shall be defined as the employee's full regularly scheduled shift (e.g., 8 hours, 10 hours or 12 hours), **and an unscheduled sick leave day shall be defined as a sick leave day not mentioned as "prescheduled" in a comment in the**

**timekeeping system or that is entered into the Employer's timekeeping system on the same day that the employee is out sick or on a date after the sick day.** Departments are encouraged

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

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

- a. **Employees shall receive twenty (20) hours paid bereavement leave per year. Unused bereavement hours will expire on January 1 of the following year.**
- b. **Additional bereavement leave days up to two weeks may be granted at the manager's discretion, for which the employee may utilize other paid accruals (vacation, sick, or comp time). Such additional bereavement leave will run concurrently with OFLA leave. Employees who have no accrued leave may take leave without pay. Absences due to approved unpaid bereavement leave shall not be subject to attendance related discipline.**
- c. ~~Employees who are not eligible for OFLA bereavement leave shall be allowed to take such leave for a period of up to five (5) days.~~
- d. Employees who are eligible for OFLA bereavement leave shall be allowed to take such leave, consistent with the provisions of ORS 659A.150 to 659A.186, for up to two (2) weeks.
- e. **Unused bereavement leave is not subject to cashout or otherwise payable upon termination of employment.**
- f. **Bereavement leave must be used within sixty (60) days of the date on which the employee receives notice of the death.**

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

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

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

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**27.6 Work with Dangerous Materials.** Any employee who will disturb or damage or work with friable asbestos-containing materials, chemical, radiological, and/or infectious materials in the regular or incidental course of duties will be trained as to the proper procedures to follow. No employee shall be required to work around these substances without proper training and protective equipment. **The Employer shall follow appropriate policy/procedure in the event of an employee exposure.**



**LETTER OF UNDERSTANDING****Medical Monitoring Program**

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**As a pilot program, medical monitoring shall be offered to all pharmacy technicians or pharmacists who compound hazardous drugs. Medical monitoring shall include:**

**1. Lab Testing. Upon employee request, the employer shall provide for each pharmacy technician or pharmacist who compounds hazardous drugs (as defined by OHSU Pharmacy Policy) the yearly opportunity for (1) a Comprehensive Metabolic Panel and (2) a Complete Blood Count and (3) Urinalysis. Tests will be administered by the employer. Test results will be maintained by the employer for medical monitoring and will be released to the employee upon request.**

**The Employer and Union recognize that the Complete Blood Count, Comprehensive Metabolic Panel and Urinalysis is a primary screening tool and is not a comprehensive health analysis.**

**2. Background Materials. As a condition of providing testing, the employee must volunteer to complete surveys, questionnaires, background information, and consents. The parties agree to a meeting one year after at least half of the eligible employees have become tested to discuss next steps.**

**3. Annual Signature. In accordance with USP <800>, employees of reproductive capability must confirm in writing (including electronically) the understanding of the reproductive**

**risks of handling hazardous drugs.**

**The medical monitoring program described above will be established by the Employer within one (1) year of the ratification of this Agreement. The parties will meet on a quarterly basis during the lead up to and implementation of this pilot program to discuss details and progress.**

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

**Employees required by Occupational Health to quarantine due to high-risk exposures at work as determined by Occupational Health, and who are not receiving time loss benefits on a workers' compensation claim, shall receive paid administrative leave for the lesser of the government-recommended quarantine period for the disease to which the employee was exposed or until they are cleared to return to work by Occupational Health. This section does not apply to employees while they are assigned to work from home.**

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**APPENDIX A****Contract Variations Applicable to Salaried Employees**

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

**1. Non-applicable contract provisions.** The following provisions of the Agreement do not apply to salaried employees:

- a. Employment Practices and Procedures, Article 6.3, Timekeeping Records
- b. Hours of Work, Article 7.1 Work Week and Extended Work Week
- c. Hours of Work, Scheduling of Work, Article 7.2.1 Shifts in Excess of 12 Hours
- d. Hours of Work, Scheduling of Work, Article 7.2.2 Split Shifts
- e. Hours of Work, Scheduling of Work, Article 7.2.4 Request for flexible work schedules
- f. Hours of Work, Scheduling of Work, Article 7.2.6 Changes in reporting time
- g. Hours of Work, Scheduling of Work, Article 7.2.8 Non-guarantee of hours
- h. Hours of Work, Article 7.3 Report Pay
- i. Hours of Work, Article 7.4 Availability of Additional Work
- j. Hours of Work, Article 7.5 Rest Periods
- k. Hours of Work, Article 7.6 Meal Periods
- ~~l. Hours of Work, Article 7.7 Time off Between Regularly Scheduled Shifts~~
- m. Hours of Work, Article 7.8 On Call
- n. Hours of Work, Article 7.9 In-House Standby
- ~~o. Hours of Work, Article 7.10 Shift Trades~~
- p. Hours of Work, Article 7.11 Clean Up Time

- q. Overtime and Premium Pay, Article 9.1 Overtime
- r. Overtime and Premium Pay, Article 9.2.1 Compensation Rate
- s. Overtime and Premium Pay, Article 9.2.2 Commencement of Compensation
- t. Overtime and Premium Pay, Article 9.3 Change in Reporting Time
- u. Overtime and Premium Pay, Article 9.4 Work on Recognized Holiday
- v. Differential Pay, Article 10.1 Shift Differential
- w. Differential Pay, Article 10.2 On-Call Pay
- x. Differential Pay, Article 10.3 Work from Home
- y. Differential Pay, Article 10.4 In-House Standby Compensation
- ~~z. Differential Pay, Article 10.11 Weekend Differential~~
- aa. Holidays, Article 11.2 Holiday Compensation
- bb. Holidays, Article 11.3 Work on a Holiday
- cc. Holidays, Article 11.4 Holiday Work Schedules
- dd. Layoff, Article 19.11 Shift Curtailment and Cancellation

**2. Accrual of vacation time.** Section 12.1 (**Accrual of Vacation Time**) shall be modified for salaried employees as follows:

~~Until Pay Period 1-2020:~~

<del>YEARS OF SERVICE</del>	<del>RATE PER PAID REGULAR HOUR</del>	<del>NUMBER OF DAYS PER YEAR</del>	<del>NUMBER OF HOURS PER YEAR</del>

1 <sup>st</sup> through 5 <sup>th</sup> year	.0576 per hour paid	15	120
After 5 <sup>th</sup> through 10 <sup>th</sup> year	.0654 per hour paid	17	136
After 10 <sup>th</sup> through 15 <sup>th</sup> year	.0731 per hour paid	19	152
After 15 <sup>th</sup> through 20 <sup>th</sup> year	.0807 per hour paid	21	168
After 20 <sup>th</sup> year	.0923 per hour paid	24	192

[CURRENT GRID]

**3. Voluntary process to move from hourly to salary pay.** The currently established voluntary process for conversion to salaried status will continue with the following modifications:

- a. The Employer or an employee may request, for a specific classification within a specific work unit, a formal poll to move to salaried exempt status. A change to salaried exempt status requires a majority vote among those voting. Only Union members may participate in that poll. The Union commits to conducting this poll and submitting the results to the Union’s Executive Board for formal approval of the results within six **(6)** weeks of the request.
- b. In addition, an employee in a regular status position may request to move to salaried exempt status by notifying **their** his/her manager, appropriate HR

representative and Union representative. If the Employer consents, the parties shall facilitate this movement.

- c.* The salary range for the employee's classification is determined by matching the midpoint of the existing hourly range to the closest mathematical midpoint of the salary structure.
- d.* The employee's new salary level will be established by multiplying the employee's current hourly rate times the employee's FTE times 2,080 hours.

**4. Posting of vacant positions.** The Employer may post any vacant position that qualifies as exempt under the wage and hour laws as a salaried position.

**5. Longevity increase.** To be eligible for a longevity increase, employees must remain at the range maximum in the same classification for five (5) years consistent with current longevity rate guidelines. Employees who are at the maximum of their hourly pay range when they transition to salaried status and whose rate of pay is no more than 2.5% below the new range maximum shall, effective the date they move to the new range maximum as a result of an anniversary increase, receive credit toward the 5-year waiting period for a longevity increase.

**6. Vacation and sick leave accruals.** Vacation and sick leave accruals for salaried employees will be based on the employee's FTE.

**7. Timekeeping requirements.** Salaried employees may be asked to record time for a specific purpose, such as to **implement weekend differential, rest between shifts, or preceptor pay**, support an FTE addition, for grants, or for projects.

**8. Differentials.** Salaried employees who are assigned work in a higher level classification pursuant to Section 10.10 (**Work out of Classification**), are assigned lead work duties pursuant to Section 10.5 (**Lead Work**), or qualify for differential pay under Section 10.7 (**High Elevation Work**) or Section 10.8 (**Inclement Weather Team**), for any portion of their scheduled shift shall receive the applicable differential for the entire shift. **Unless they are scheduled to work during a weekend, salaried employees must receive management approval in advance for work during hours when they would receive weekend differential. If they do not receive this advance approval, they will not receive the weekend differential for such hours of work.**

**Time Off Between Shifts or Hours Worked in Callback (Section 7.7) is only available to salaried employees if they work a fixed schedule.**

**10. Consistent Work in Excess of FTE. If a salaried employee feels that they are consistently working in excess of their FTE, the employee and their manager may utilize the process outlined in Article 6.6.1 (Clarification of Expectations) to discuss realigning the employee's workload.**

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

**12. 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.

**13. 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.



**14. Meal and Rest Periods. The Employer shall make reasonable efforts to ensure that salaried employees who are in a position with a fixed schedule receive meal and rest periods.** ~~The parties agree that providing opportunities for meal and rest breaks is the Employer's responsibility and taking meal and rest breaks when able or asked to do so is the employee's responsibility.~~ Employees shall notify their supervisor if they are unable to take meal or rest breaks, and the Employer will use reasonable efforts to resolve the issue.

**LETTER OF AGREEMENT**

**Salaried Chaplains and Social Workers**

**If they are assigned and complete more than fourteen (14) days of call per calendar quarter, salaried social workers and chaplains will receive a stipend per day of call of eight (8) hours beyond the fourteen (14) days per calendar quarter. The stipend will be as follows based on 12 hour call shifts, and will be pro-rated if the call shift is of a different length:**

- **Chaplains (\$55)**
- **Social workers (\$85)**

**APPENDIX B****Conditions of Flex Staff Employment**

A. **Purpose.** The purpose of Flex Staff positions is (1) to provide relief for absences of regular and Probationary Period employees, (2) to provide staff for short-term projects, and (3) to provide short-term **supplementation** ~~supplementing~~ of existing staffing levels.

B. **Limitations on Flex Staff per Work Unit.** The Employer will continue to recognize all earlier negotiated agreements regarding the number of Flex Staff employed per work unit. For work units not utilizing Flex Staff as of the date of this Agreement, the employer may employ Flex Staff up to a maximum of **twenty percent (20%)** ~~fifteen percent (15%)~~ of a work unit's employee population, but never less than one (1) per work unit.

C. **Non-Applicable Sections of Agreement.** Flex Staff are subject to all provisions of the parties' Agreement to the extent that they apply to contingent workers without guaranteed hours, except that the following provisions do not apply:

- 7.2 Scheduling of Work
- 8.2 Progression Increases
- ~~8.3 Merit Based Adjustments~~
- ~~8.4 Market Based Adjustments~~
- 8.5 Salary Adjustments upon Change in Status
- 8.7 Reclassification
- 9.1.4 Scheduling and assignment of overtime
- 9.3 Change in Reporting Time
- 9.4 Work on Recognized Holiday

11.2 Holiday Compensation (except that if a flex employee works during a holiday, the employee will receive four (4) additional hours of pay at the straight rate of pay.)

Art. 12 Vacations

14.1 Leaves of Absence with Pay

Art. 15 Insurance Benefits

Art. 19 Layoff

Art. 23 Discipline and Discharge [except 23.5, 23.6; see also Section D below]

**D. Modifications of Contract Provisions.** The following provisions shall apply in modification of the contract provisions described below:

1. Seniority. Flex Staff employees may exercise their seniority under the provisions of this Agreement only after regular and relief employees have had an opportunity to exercise their seniority rights in the applicable situation.

2. Discipline and discharge. Flex Staff shall be disciplined only for just cause. The principles of progressive discipline shall be used except when the nature of the problem requires more serious discipline or immediate action. Progressive discipline for Flex Staff includes the steps of written reprimand and discharge. No other steps of progressive discipline shall be required.

~~Flex Staff shall be entitled to a pre-discharge hearing which shall be held no sooner than 24 hours after receipt of written notice of the charges. The written notice shall include the known complaints, facts and charges, a statement that the employee may be discharged, and a specific notice of the employee's right to union representation at the pre-discharge hearing.~~

~~All notices of pre-discharge and discharge shall be forwarded to the Union on the same day as the employee is notified.~~

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

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

1. Scheduling. A-Flex Staff employees shall indicate to the Employer the days of the week, hours in the day and specialty areas, if applicable, **they** ~~he/she~~ wishes to work. It is the Flex Staff employee's ongoing responsibility to inform the department of changes in availability and/or interest.

2. Other Appointments. Employees may not be appointed as Flex Staff concurrently with an appointment as regular, Probationary Period or limited duration employee.

3. Transition from Regular or Probationary Period to Flex Staff Status. Upon conversion from regular or Probationary Period status to Flex Staff status, an employee shall be compensated for all accrued vacation, personal leave, and compensatory time. Any accrued sick leave shall be frozen and unavailable for use unless and until the employee returns to his/her former status.

4. Rates of Pay. The rate of pay for a flex staff employee may vary from the minimum hourly rate for the applicable job classification to 150% of the range maximum. **Experience will be considered when determining rate of pay.** Rate of pay may be negotiated individually between the employee and **their** ~~his/her~~ supervisor at any time.

**5. Option to Bid into Relief. If a Flex Staff employee bids pursuant to Section 18.1 (Job Bid) for a relief position in the same classification, with similar job duties, the Flex Staff employee shall have priority for the bid over non-Flex Staff employees.**

**Appendix B****Form Letter to New Flex Staff Employees**

You have been hired as a **Flex Staff** ~~FLEX STAFF~~ employee in the \_\_\_\_\_ department of OHSU. The purpose of Flex Staff positions is (1) to provide relief for absences of regular and Probationary Period employees, (2) to provide staff for short-term projects, and (3) to supplement existing staffing levels.

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

- Step progression pay adjustments
- ~~Medical, dental or other~~ **Insurance benefits other than medical, dental, and/or vision**
- Layoff rights
- Vacation, holiday or sick leave benefits, **apart from four hours of additional holiday pay if you work on a holiday**
- ~~Job bidding~~

You are eligible for:

- Retirement benefits after six months of employment
- **Medical, dental, and/or vision insurance benefits at your cost**
- Sick leave per the Oregon sick time law
- Shift differential
- Tuition discount (if regularly working over **0.5** FTE)
- Applying the experience gained as a Flex Staff employee toward the minimum experience requirement of the applicable employment classification

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

Information regarding classification pay ranges can be obtained from ~~the~~ OHSU **Labor Relations**. ~~Human Resources Department.~~

Copies of the Flex Staff Agreement between OHSU and AFSCME can be found in Appendix B of the parties' Labor Agreement or may be obtained by contacting either **Labor Relations** ~~the Human Resources Department~~ or AFSCME Local 328.

Employee Signature \_\_\_\_\_

Date \_\_\_\_\_



MEMORANDUM OF UNDERSTANDING #9Preceptor Pay

~~As a pilot program, beginning six months after ratification, a preceptor differential shall be paid to eligible preceptors in the amount of \$1.00 per hour for each hour worked as a preceptor with a student. Preceptors must complete a Preceptor Education Program. A preceptor shall be defined as an employee in the following positions who has been assigned by a supervisor to teach a student from an OHSU approved program:~~

~~\* Physical Therapist~~

~~\* Physical Therapy Assistant~~

~~\* Occupational Therapist~~

~~\* Speech and Language Pathologist Tech~~

~~\* Surgical Services Tech~~

~~\* Rad Tech (inpatient)~~

~~\* Echo Tech~~

~~\* Respiratory Care Practitioner, Coordinator, and Discharge Planner~~

~~\* CT Tech~~

~~\* Mammographer~~

~~\* MRI Tech~~

~~\* Nuclear Medicine Tech~~

~~\* Ultrasound Tech~~

~~\* Vascular Tech~~

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

By: \_\_\_\_\_ By: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING #18****OHSU/AFSCME Task Force on Workplace Mental Health Support and Peer-to-Peer  
Group Counseling/Support**

AFSCME Local 328 (“Union”) and Oregon Health & Science University (“Employer”) hereby agree that during the term of this Agreement, **both parties will take the mutual responsibility to, upon request of the Union, the Employer shall convene a task force to discuss mental health concerns regarding group counseling/support as it pertains to the workplace/work departments.**

The task force shall consist of equal representatives selected by each party. **At least two (2) representatives from each party shall have a background in mental health.** Time spent by bargaining unit employees at task force meetings **and on other task force work** shall be paid time. **The parties shall select task force representatives and schedule an introductory meeting within 90 days of ratification of this Agreement.**

**The Employer agrees to immediately implement the following:**

• **Make available additional mental health services, offered through the current EAP vendor, at work units/departments for:**

**a. Incidents including but not limited to death of a co-worker, death of a long-term patient, layoffs, and violent events (in the workplace or the surrounding community).**

**b. Work environments that involve repeat trauma, such as animal research and terminal patients.**

**• Include a Union representative in any and all discussions regarding OHSU-wide workplace mental health initiatives and in any Employer-led groups working on such initiatives.**

**Once established, the task force will accept and review requests for additional services to work units/departments from the Employer's current EAP vendor. The task force will also address the following goals within the first year of this Agreement:**

- Establish a relationship between the Task Force and the Social Work Council.**
- Regulatory issues allowing, initiate and oversee the hiring of at least two (2) social workers whose role it will be to provide workplace mental health services to employees of OHSU including those represented by the Union. Any additional scope of these social workers' roles will be evaluated by the task force within the first year of this Agreement. If regulatory issues do not allow OHSU to hire the social workers, OHSU will partner with the EAP or other health and welfare vendor for additional mental health support services.**
- Identify gaps in mental health services provided to employees represented by the Union.**
- Evaluate the current EAP vendor and provide recommendations to the Employee Benefits Council.**
- Determine how best to structure and utilize the task force over the duration of this Agreement.**

The task force shall ~~periodically~~ submit a **quarterly** report to **Labor Relations and the executive board** ~~the OHSU Vice President of Human Resources and to the President of~~ AFSCME Local 328.

~~MEMORANDUM OF UNDERSTANDING #18  
OHSU/AFSCME Task Force on Workforce Mental Health Support and Peer to Peer Group  
Counseling/Support~~

~~AFSCME Local 328 (“Union”) and Oregon Health & Science University (“Employer”) hereby agree that during the term of this Agreement, upon request of the Union, the Employer shall convene a task force to discuss concerns regarding group counseling/support as it pertains to the workplace/work departments.~~

~~The task force shall consist of equal representatives selected by each party. Time spent by bargaining unit employees at task force meetings shall be paid time.~~

~~Within 90 days of ratification of this Agreement, the task force will develop a position description and duties for an internal, OHSU employed resource (“internal counselor”) to support on-site group counseling/support to employees when tragic or difficult events occur that affect a work unit; e.g., suicide of a coworker’s partner, death of a coworker, death of a long-term patient, death of a non-human primate, layoffs, violent events (in the workplace or the surrounding community). The parties agree to make every reasonable effort to hire the internal counselor within 180 days of the ratification of this Agreement. It will be the responsibility of the task force to hire the internal counselor. The internal counselor would serve as Chair of the task force.~~

~~Although the internal counselor will work with the task force to develop an implementation plan to provide services across OHSU, it is recognized that there is an immediate need within the AFSCME bargaining unit. Therefore, the initial phase of implementation will be prioritized for AFSCME represented employees for the duration of this Agreement unless there are areas of immediate need outside of the AFSCME bargaining unit, as determined by the internal counselor.~~

~~Additionally, the task force shall create or recommend a training program(s) for interested members to (a) recognize post-traumatic stress symptoms or other complicated emotions following a traumatic event and (b) provide group critical incident stress debriefings. These trained staff members would volunteer to be dispatched as needed on paid time to provide support to employees in affected work units.~~

~~It would be the assumption that this task force would have the support and cooperation of any other mental health and wellness programs in existence or under development by the Employer.~~

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

~~AFSCME LOCAL 328~~

~~OREGON HEALTH & SCIENCE  
UNIVERSITY~~

~~By: \_\_\_\_\_~~

~~By: \_\_\_\_\_~~

~~Date: \_\_\_\_\_~~

~~Date: \_\_\_\_\_~~

**MEMORANDUM OF UNDERSTANDING #UX3****LETTER OF AGREEMENT****Recommendations to Market-Based Wage Committee**

AFSCME Local 328 ("Union") and Oregon Health & Science University ("Employer") hereby make the following recommendations to the Market-Based ~~Salary~~ **Wage** Committee with regard to the market-based review and recommendations it conducts pursuant to Section 8.4 (**Market-Based Adjustments**) of the Agreement:

1. ~~Consider~~ **Utilize** Milliman's Compensation Surveys, **academic medical centers located elsewhere in the United States and newly-created classifications** as primary data sources for annual market reviews. **The Committee shall first consider available data for the greater Portland area. Newly-created reclassifications will utilize the process described above as part of the reclassification, rather than annually.**
2. ~~The survey data should include data from academic medical centers located elsewhere in the United States.~~
2. **The Employer will consider internal equity when developing and communicating** ~~Develop and communicate the Employer's compensation strategy and philosophy.~~
3. The Market-Based Committee may, upon review, recommend a range adjustment in each of the following circumstances:
  - a. **An upward adjustment when, for three (3) consecutive years, the median midpoint of the market salary wage range data, averaged from all relevant surveys purchased by OHSU and other data agreed upon by the parties, are**

**3.0% or more above the OHSU median midpoint. If there is not median data, the parties will consider midpoint data.**

- b. An upward adjustment when, for two **(2)** consecutive years, the **median** of the market **wage** range data agreed upon by the parties, are 5.0% or more above the OHSU **median. If there is not median data, the parties will consider midpoint data.**
- c. An adjustment upward when, for one **(1)** year, the **median** of the market **wage** range data agreed upon by the parties, are 10% or more above the OHSU **median. If there is not median data, the parties will consider midpoint data.**
- d. An adjustment downward when, for two consecutive years, the **median** of the market **wage** range data agreed upon by the parties, are **15.0%** or more below the OHSU midpoint.



**MEMORANDUM OF UNDERSTANDING****Task Force re: Advanced Professional Certification Differential**

**Within 90 days of the effective date of the 2022-2025 Agreement, the parties agree to create a task force to add a certification differential. The task force will consist of equal representatives selected by each party. Time spent by bargaining unit employees at task force meetings will be paid time. The task force shall complete its work within six (6) months-of its formation, and will present its recommended differential in writing to the Union and the Employer for their review and implementation of some or all of the recommendations. OHSU will retain discretion in implementing the task force's recommended differentials and eligible classifications.**

**The task force will consider the following guidelines when making its decision:**

- 1. The professional certification must be in addition to any certification(s) required in the minimum qualifications of the employee's job;**
- 2. The certification must directly relate to the employee's job function and duties being performed;**
- 3. The certification must be from a recognized certifying organization;**
- 4. The certification must be current and maintained by the employee while employed in an authorized position or specific classification;**
- 5. The continuation or renewal of the certification must be documented.**

**Through December 31, 2023, the task force shall meet quarterly to address any issues with the implementation of the differential, manager/supervisor education re: the differential, eligibility for the differential and new certification requirements.**

**LETTER OF AGREEMENT**  
**One-Time Lump Sum Payment**

**If the tentative agreements reached by the parties through September 21, 2022, are ratified by the bargaining unit, and the Union will pause the cooling off period through the ratification vote, then on the second regular payday after ratification, the Employer shall provide employees with a one-time lump sum payment, less applicable taxes and withholdings, as follows:**

- **Employees with an FTE of 0.5-1.0 will receive a lump sum payment of Three Thousand Dollars (\$3,000);**
- **Employees without an FTE or an FTE of 0-0.49 will receive a lump sum payment of One Thousand Five Hundred Dollars (\$1,500).**

**For the purpose of this letter of agreement, FTE level will be calculated as of the date of ratification by the bargaining unit, as applicable. Employees must be employed by OHSU at the time of the payment.**