

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
- ~~e. 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

Individual sections of this appendix will be renumbered upon TA

~~2. Modified Operations. Salaried employees will be exempt from Section 7.12.3 (Inability to Report to Work) unless they perform essential functions, such as providing direct patient care.~~

32. Accrual of vacation time. Section 12.1 (**Accrual of Vacation Time**)

shall be modified for salaried employees as follows:

Until Pay Period 1 2020:

| YEARS OF SERVICE | RATE PER PAID-REGULAR-HOUR | NUMBER OF DAYS PER YEAR | NUMBER OF HOURS PER YEAR |
|--|---------------------------------------|------------------------------------|-------------------------------------|
| 1 st through 5 th year | .0576 per hour paid | 15 | 120 |
| After 5 th through 10 th year | .0654 per hour paid | 17 | 136 |
| After 10 th through 15 th year | .0731 per hour paid | 19 | 152 |
| After 15 th through 20 th year | .0807 per hour paid | 21 | 168 |
| After 20 th year | .0923 per hour paid | 24 | 192 |

Effective **Until Pay Period 1 20230:**

| YEARS OF SERVICE | RATE PER PAID REGULAR HOUR | NUMBER OF DAYS PER YEAR | NUMBER OF HOURS PER YEAR |
|---|----------------------------|-------------------------|--------------------------|
| 1 st through 5 th year | .0615 per hour paid | 16 | 128 |
| After 5 th through 10 th year | .0692 per hour paid | 18 | 144 |

| | | | |
|---|---------------------|-----|-----|
| After 10 th through 15 th year | .0769 per hour paid | 20 | 160 |
| After 15 th through 20 th year | .0846 per hour paid | 22 | 176 |
| After 20 th year | .0962 per hour paid | 252 | 200 |

Effective Pay Period 1 2023:

| YEARS OF SERVICE | RATE PER PAID REGULAR HOUR | NUMBER OF DAYS PER YEAR | NUMBER OF HOURS PER YEAR |
|--|-----------------------------------|--------------------------------|---------------------------------|
| 1 st through 2 nd year | .0615 per hour paid | 16 | 128 |
| After 2 nd through 5 th year | .0654 per hour paid | 17 | 144 |
| After 5 th through 8 th year | .0731 per hour paid | 19 | 152 |
| After 8 th through 10 th year | .0808 per hour paid | 2021 | 168 |
| After 10 th through 15 th year | .0924 per hour paid | 22 24 | 192 |
| After 15 th through 20 th year | .1039 per hour paid | 23 27 | 216 |

| | | | |
|-----------------------------|---------------------------|---------------|----------------|
| After 20 th year | .1154 per hour | 30 | 240 |
| | paid .0962 per | 25 | 200 |
| | hour paid | | |

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 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.

Withdrawing #9 contingent upon OHSU accepting our proposed salaried LOA

~~9. Off-Hour Shift Differentials. The Employer shall create additional job classifications for salaried positions providing direct patient care, with primary work hours that would classify as evening or night shift. The evening and night shift classifications will have pay scales 7% and 12.5% higher, respectively, than the equivalent standard classification.~~

~~10. Overtime in Excess of 45 Hours. Salaried employees shall not be compensated for incremental overtime, which is work done on a daily basis that exceeds the employee's regularly scheduled shift by less than one (1) hour, or work performed in excess of the employee's regularly scheduled shift in anticipation of, or to make up for, working fewer hours on another day in the same pay period.~~

~~a. Salaried employees who work fixed shifts shall be compensated for approved overtime in excess of one (1) hour beyond their regularly scheduled shifts at a rate set by each department, for each classification. Approved overtime includes but is not limited to hours worked by employees who volunteer for open shifts or who are forced to work all or part of an open shift.~~

Withdrawing #10a contingent upon OHSU accepting our proposed salaried
LOA

~~a. Salaried employees who do not work a fixed shift should be limited to working forty-five (45) hours per week. Additional time worked beyond forty-five (45) hours shall be compensated at a rate set by each department for each classification.~~

b. The Employer agrees that no more than forty-five (45) hours worked in a week shall be the norm for salaried employees. Should this threshold be exceeded, the employee and their manager shall utilize the process outlined in Article 6.6.1 (Clarification of Expectations) to realign the employee's workload.

Withdrawing #11 contingent upon OHSU accepting our proposed salaried LOA

~~11. On-Call. On-call time is meant for work that is unforeseen and unscheduled. Any work that is expected or scheduled will be offered to other qualified employees as overtime before it is assigned to the on-call employee. Any work performed by an on-call employee that involves more than a simple call back will be compensated as overtime in one (1) hour increments. Salaried employees shall not be required to perform on-call duties for seven (7) or more days in a row, and no more than 38 days in a year.~~

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

13 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.

14 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.

~~15. Progression within quartiles. Each pay range shall be divided into quartiles, with a minimum, 25th percentile, mid-point, 75th percentile and maximum. Progression increases for employees in each quartile will be as follows:~~

~~—— First Quartile: —— 4.50%~~

~~—— Second Quartile: —— 3.25%~~

~~—— Third Quartile: —— 2.50%~~

~~—— Fourth Quartile: —— 2.00%~~

16 12. Meal and Rest Periods. **The Employer shall 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.~~

~~17. Process to move from salary to hourly pay. Any salaried employee in a position in which an hourly equivalent exists may request to move to~~

~~hourly pay by notifying their manager, the appropriate HR representative, and a Union representative. The parties shall then facilitate the approval of the request within six (6) weeks. The employee's new hourly salary range and vacation accrual rate shall, at a minimum, reflect the hourly equivalent of time served in the current position. The Employer shall also consider applicable skills and other market factors when determining the employee's new hourly compensation.~~