

7.8 On-Call. An employee shall be **considered** on-call when **they are** ~~he or she~~ is required to be available for work outside **their** ~~his/her~~ normal working hours, **are** is required to leave word with the Employer where **they** ~~he/she~~ can be contacted during a specified period of time, and **are** is required to be prepared to immediately commence work if the need arises. ~~An employee who indicates availability for overtime work but is not required to immediately commence work if notified of overtime work is not on-call.~~ An employee shall not be on call once s/he **they** actually commences performing assigned duties and receives the appropriate rate of pay for time worked, except that employees working in commonly recognized professional and technical classifications in the Healthcare EOU shall continue to receive on-call pay even after they commence receiving the appropriate rate of pay for time worked. **Managers and employees are encouraged to utilize the consensus process to develop procedures for assigning on-call that best suit the needs and demands of the work unit. In patient care areas, Sections 7.8.1 (On-Call Relief) and 7.8.2 (On-Call Limitation) are is** related to health and safety and are not subject to the unit consensus process.

7.8.1 On-Call Relief. For the health and safety of patients and employees, ~~the Employer shall use best efforts to relieve an on-call employee who is on the Employer's premises after shall be granted relief at twenty-four (24) hours of continuous work. At least two (2) hours prior to the 24th hour, the on-call employee needing relief will notify their appropriate leader. In the event that an employee is on the Employer's premises after twenty-four (24) hours of continuous work, the union shall be notified by the appropriate leader.~~

a. ~~At least two (2) hours prior to the 24th hour, the employee needing on-call relief will notify both their departmental manager and the unit manager expecting the on-call services.~~

b. ~~The departmental manager and unit manager expecting on-call services will relieve the employee by either finding a replacement or rescheduling the patient care services around an uninterrupted four (4) hour rest break for the on-call employee.~~

c. ~~The uninterrupted four (4) hour rest break will be treated in accordance with Section 7.9 (In-House Standby)~~

~~7.8.2 On-Call Limitation. Employees shall have the option to refuse on-call assignments exceeding ninety-six (96) hours in a pay period.~~

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

9.2.1 Compensation rate. An employee who ~~is physically called back to work is required to report for work while on-call~~ **meets the requirements for callback pay in Article 9.2** shall be paid a minimum of ~~three (3)~~ **two (2)** hours at the premium rate of pay of one and one-half (1 ½) times the employee's straight rate of pay, **commencing when the employee actually begins work, and shall be paid at one and one-half times the straight rate of pay for all hours worked on-call after called back.** ~~this premium rate for all hours worked, including the minimum three (3) hours.~~

~~An employee who is is not on call and is called back to work shall be paid a minimum of three (3) hours at the premium rate of pay of three (3) times their straight rate of pay, commencing when the employee actually begins work, and shall be paid at the premium rate of one and one half (1 1/2) times the employee's straight rate of pay for all other hours worked, in addition to the minimum three (3) hours.~~

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

~~**9.2.2 Supplemental Call – Plus.** In the event that immediate after hours coverage is needed while a unit is closed, or if a call shift is made available less than 24 hours prior to the commencement of the call shift, then the manager will text staff to offer “Supplemental Call – Plus.” A Supplemental Call – Plus shift will be defined as either one weekday, a 24-hour holiday, or a 24-hour weekend day. Interested employees will have fifteen (15) minutes to text “yes” if they would like the shift. At the end of the fifteen (15) minutes, the Supplemental Call – Plus shift will be awarded to the most senior employee who texted that they would like the shift. Employees working a Supplemental Call – Plus shift will receive a \$200 one-time payment for each Supplemental Call – Plus shift worked.~~

10.2 On-Call Pay. Employees shall be paid one (1) hour's pay at the straight time rate for each ~~four (4) hours~~ six (6) hours of assigned on-call duty. Employees who are assigned on-call duty for less than ~~four (4) hours~~ six (6) hours shall be paid on a prorated basis. In the event that an employee has at least 84 days' advance notice of on call scheduling, ~~the y employee~~ they employee may request, and ~~their employee's~~ their employee's supervisor may approve, in lieu of cash payment, to deposit all or a portion of such on-call pay into the employee's compensatory time bank, consistent with Section 9.1.5 **(Compensatory Time)**. If an employee has less than 84 days' advance notice, ~~the y employee~~ they employee may elect to deposit all or a portion of such on-call pay into ~~their his/her~~ their his/her compensatory time bank without supervisory approval.

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

MEMORANDUM OF UNDERSTANDING #7

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

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

AFSCME Local 328 ("Union") and Oregon Health & Science University ("Employer")

hereby agree as follows: **on the importance of providing translations and interpreting services to employees whose speak primary language is not English as a second language or who speak ASL. As such, the Union and the Employer agree on the following:**

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

- 1. Translations Page in Collective Bargaining Agreement: Prior to the final formatting and packaging of this Agreement, the parties shall develop together verbiage explaining where to access translated copies of key articles in the Agreement on the Union's website, as well as how to request translation of other parts of the Agreement as needed. During the final formatting and packaging of this agreement, this verbiage shall be translated into the five languages other than English most used by bargaining unit employees. Amharic, Bosnian, Burmese, Oromo, Russian, Spanish, Tagalog, Tigrinya, Ukrainian and Vietnamese. A page announcing containing the translated versions of the agreed-upon verbiage shall appear in the agreement before the table of contents.**

- 2. Translated Copies of ~~Agreed~~ Key Articles in this Agreement: After the Union and the Employer review and agree ~~on to~~ the key articles to be translated and the cost of translation, ~~the~~ Union will arrange to have key articles of this Agreement translated into the above languages, to be posted on the Union website. The Employer agrees to pay fifty percent (50%) of the cost of these translations. The Union is solely responsible for ensuring that the translated key articles of this Agreement replicate the language and intent of the English-language version of the Agreement. Grievances shall be based on and arbitrated using the English-language version of the Agreement.**
- 3. Interpreting Services: ~~When notifying an employee of an investigatory or grievance meeting, the Employer will reference, in writing, the availability of interpreting services~~ Upon the an employee's request, ~~The employee will submit such a request as far in advance as possible.~~ ~~The~~ Employer will provide ~~the requested~~ interpreting services at ~~the an~~ investigatory or grievance meeting ~~and the meeting will be rescheduled for a reasonable time if the-~~ ~~requested interpreting services are unavailable~~. Unless otherwise requested by the employee, these interpreting services will be provided only by the Employer's Language Services Department or an outside vendor selected by the Employer. ~~The employee will submit such a request as far in advance as possible.~~**
- 4. ~~Safety~~ ~~Trainings~~: The Employer will ~~continue its~~ ~~make~~ efforts to make ~~Compass and other trainings,~~ ~~especially those~~ regarding safety, ~~training~~**

understandable for employees whose speak primary language is not English.
, including employees not fluent in English.

~~5. Translations and Interpreting Services Committee: Within ninety (90) days of ratification of this Agreement, the parties shall form a joint committee to develop solutions on how to better serve employees whose primary language is not English. The committee shall include a minimum of three (3) six (6) union representatives and shall include stakeholders who work closely with the employee groups the parties strive to make improvements for. The committee shall meet, Bargaining unit employees will be paid for participation in these committee meetings.~~

~~6.5. Translated Information O2 Page: document. As part of the work of the above committee, t~~The Employer agrees to develop, within one hundred and eighty (180) ~~ninety (90)~~ days of the ratification of this Agreement, an O2 page containing translated information in the above languages ~~prepare a single-page document that provides translated information on how to access information about and services from~~ key the following departments, including but not limited to: Affirmative Action and Equal Opportunity, **Benefits (including leaves and retirement)**, Environmental Health and Safety, Career and Workplace Enhancement Center, Center for Diversity and Inclusion, Confidential Advocacy Program, Employee Assistance Program, Human Resources ~~(including Benefits)~~, Integrity, Occupational Health, Ombuds, Payroll, and Public Safety., Transportation and Parking. This page shall also include information on how employees can request

interpreting services when they need to speak with these departments, as well as how to connect with **AFSCME Local 328** the labor unions and employee resource groups at OHSU. Human Resources (including Benefits and Retirement), union representatives, AAEO, Integrity Office, the Center for Diversity and Inclusion and other OHSU offices as space allows. The document will be translated into Spanish, Russian, Serbo-Croatian, Chinese (Mandarin) and Amharic and will be posted on O2.

6. Gender Neutral Restrooms. If an employee has concerns about accessing restrooms that provide appropriate safe space, the employee should contact his/her manager or HR Business Partner. Up to \$3000 will be available for signage in suitable locations.

Memorandum of Understanding re Translations and Interpreting Task Force Services Committee: Within ninety (90) days of ratification of this Agreement, the parties shall form a joint task force committee to develop solutions on how to better serve employees whose primary language is not English. The task force committee shall include a minimum of three (3) six (6) union representatives and shall include stakeholders who work closely with the employee groups the parties strive to make improvements for. The task force shall meet for the first year of the contract at the Union's request, up to four times. Bargaining unit employees will be paid for participation in these task force committee meetings.