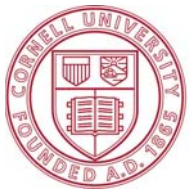

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AGREEMENT BETWEEN

AGREEMENT BETWEEN

Oregon Health & Science University
&
AFSCME Council No. 75
Local Number 328

July 1, 2002 to June 30, 2005

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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

l.l The Employer recognizes the Union as the sole and exclusive bargaining agent for: all classified employees of the Oregon Health & Science University, excluding registered nurses, and those who are supervisory or

confidential as defined by ORS 243.650.

1.2 The parties agree that the term “classified employee” does not include temporary employees or part‑time employees who regularly work 18.5 hours
or less a pay period.

1.3 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.

ARTICLE 2 - MANAGEMENT RIGHTS

The parties agree that the Employer has the right to operate and manage the institution including, but not limited to, 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 on a just and equitable basis; 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.

ARTICLE 3 - UNION RIGHTS

3.1 The Union will select certain of its agents as “Union Representatives” and certify in writing their names to the Director of Labor Relations for the Employer.

3.2 Union representatives will be allowed to visit the work areas of the employees during work hours, after advising the Director of Labor Relations for the Employer, 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.

3.3 The internal business of the Union shall be conducted by the employees during their non‑duty hours.

3.4 Upon request and approval, 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.

3.5 The Employer shall furnish each new employee with a notice that the Union is the certified collective bargaining representative.

3.6 Not more than fifteen (15) minutes shall be granted for the Union representative to make a presentation at the orientation of new employees on behalf of the Union for the purpose of identifying the Union’s status, organization benefits, facilities, related information and distributing and collecting 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.

3.7 The purpose of all bulletin boards addressed in this Article 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.

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 Employer's Director of Labor Relations, or his/her designee.

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.

Additionally, Labor and Management shall encourage departments to make space available within their departments for Union and Labor/Management information dissemination.

The cost of new bulletin board purchases and initial installations will be shared by Labor/Management.

If concerns or questions arise regarding maintenance of, additions to, or changes in locations of bulletin boards, they should be brought to the Director of Labor Relations for resolution.

3.8 The Union will be provided with 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.

3.9 The Union shall be provided payroll deductions for its regular dues in accordance with and as entitled to under ORS 292.055.

3.10 Use of Campus Mail

The Union shall be allowed the use of the campus mail for communicating to stewards and bargaining unit employee contacts not to exceed ten percent (10%) of the bargaining unit membership based on membership census as determined each July 1st. The Union will be permitted to distribute copies of their Collective Bargaining Agreement to bargaining unit employees by delivery in bulk to each department. The bargaining unit members shall be allowed to return information to one central location, designated by the Union, on campus in the campus mail 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.

Use of Employer's Electronic Mail (e-mail)

The Union will be permitted access to the Employer's e-mail system for communicating to stewards and bargaining unit employee contacts not to exceed ten percent (10%) of the bargaining unit membership census as determined each July 1st. Employees shall be permitted use of the Employer's e-mail system for the purpose of communicating with the Union, Union Representatives, Stewards, and co-workers regarding Union matters, provided the origination and reading of

such communications occurs during non-duty hours.

E-mail intended for general distribution to groups of bargaining unit employees greater than fifty (50) total in number shall be permitted in accordance with University policy provided such communications do not exceed four (4) per year and are limited to communications dealing with AFSCME Local No 328 social functions, meetings, educational opportunities, elections, Union appointments, bargaining updates prior to impasse, and such other information as may be approved by the Employer's Director of Labor Relations or his/her designee. 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 University policy and remind employees to view such materials only on their own time. E-mail messages shall not be demeaning, derogatory or inflammatory in nature. Bargaining unit employees will be permitted access to the Internet during their own 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.

3.11 The Employer agrees to provide 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 upon request, but no more than four (4) times per contract year. The parties understand that this information will not include employees hired through employment agencies.

3.12 There shall be a maximum of thirteen (13) paid employees as members of the negotiating team with the Employer assuming no overtime obligations as a result of the employee's attendance at such meetings. 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.

ARTICLE 4 - LAWS AND REGULATIONS

This Agreement is subject to all existing and future State and Federal laws and regulations.

ARTICLE 5 - UNIT CLARIFICATION

Any dispute concerning bargaining unit composition shall be resolved by the Employment Relations Board.

ARTICLE 6 - EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

6.1 The Provisions of this Agreement shall apply equally to all employees in the bargaining unit without regard to age, race, religion, sex, color, handicap, national origin, or political affiliation. The Union further agrees that it will cooperate with the Employer's implementation of applicable Federal and State laws and regulations, including but not limited to Presidential Executive Order 11246 as amended by Presidential Executive Order 11375, pertaining to affirmative action.

6.2 All complaints alleging of discrimination or harassment of a protected status as identified above, shall be submitted directly to the

Employer through its Affirmative Action Department and shall be processed under the Employer's rules pertaining to discrimination complaints. If the complaint is not satisfactorily resolved by this process, it may be submitted to the Bureau of Labor & Industries for resolution.

ARTICLE 7 - DEFINITIONS

As used in this Agreement and except as its context may otherwise require:

7.1 Action Plan - a non-disciplinary plan that describes clear expectations and areas of responsibility associated with an employee's position description, competencies, or any other work related requirements, as well as how and when to meet these employment expectations.

7.2 Bargaining Unit - means the employees, collectively, included in the bargaining unit as defined in Article 1, Recognition, herein.

7.3 Cancellation - a situation where an employee is notified not to report for a scheduled shift prior to the beginning of that shift.

7.4 Class/Classification - means 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.

7.5 Compensatory Time - means time accrued in lieu of cash payment.

7.6 Computation of Continuous Service - Total continuous service shall be determined in the following manner.

a. Beginning November 1, 1981 continuous service shall be calculated as follows:

1. Eight points shall be credited when an employee is paid for two pay periods.

2. Employees who are paid less than a full two pay periods but at least for 32 hours shall receive a pro rata share of eight points.

b. Prior to November 1, 1981 continuous service shall be calculated as follows:

1. Full-time employees on October 31, 1981 shall receive four (4) points times (x) the number of pay periods of service.

2. Part-time employees on October 31, 1981 shall receive four (4) points times (x) the number of months of service.

3. The seniority of former Multnomah County Hospital employees transferred to the Employer on July 1, 1973 includes the continuous service with Multnomah County.

c. Effective with the implementation of the Time and Attendance Clocking System (TACS), continuous service shall be prorated for any employee so compensated based on regular hours paid.

7.7 Consensus

a. A group reaches consensus when, after collective deliberation regarding a particular matter or issue, all affected members agree upon a single alternative. In this process;

1. each individual will be assured the opportunity to express his/her interests, opinions and/or point of view, and confirm that the others understand;
2. each individual will have the opportunity to confirm an understanding of the other group member's interests, opinions and/or point of view.

b. Such consensus agreements shall remain in force for the remainder of the collective bargaining agreement, or as may be reviewed and/or amended during the term of the contract. In the event of change, modification or amendment, such changes will also be documented in written form and submitted to the Labor Management Committee for the record.

7.8 Continuous Service - means uninterrupted employment with the Employer. If the employee separates from employment for a period of ninety (90) days or less, the previous continuous amount will be counted in the computation of continuous service. Up to one year of leave without pay as a result of a compensable work related injury will count for continuous service. If the employee separates from employment for a period of more than ninety (90) days, the prior service will be lost. Periods of leave without pay and layoff will not be counted in the computation of continuous service.

7.9 Contracting In - refers to the process whereby the Employer elects to employ bargaining unit employees to perform services previously performed entirely on behalf of the Employer through the use of a contractor. The term is synonymous with any reference to "in-house contracting."

7.10 Curtailment - A situation where an employee is scheduled for and reports to work; then is sent home due to lack of work or unexpected or unusual reasons.

7.11 Day - means calendar day unless otherwise indicated.

7.12 Demotion - means a transfer of an employee from a position in one class to a position in another class having a lower maximum salary rate.

a. Involuntary Demotion - means the demotion of an employee for disciplinary reasons.

b. Voluntary Demotion - means a demotion requested by an employee in order to retain employment when layoff from his/her position is imminent, or for other reasons where the action is entirely voluntary on the part of the employee and not taken for disciplinary reasons.

7.13 Dismissal - means a complete separation of an employee from employment for disciplinary reasons.

7.14 E-mail - refers to the Employer's electronic mail system as made available through the Information Technology Group (ITG) for business application purposes. 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.

7.15 Employee - means a public employee who is included in the bargaining unit as defined in Article 1, Recognition, herein.

7.16 Essential Function means 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?

7.17 Evaluation Period - one of three types of working test periods, the Probationary, Promotional, or Job Bid Evaluation Periods, during which an employee is required to demonstrate his/her competence for the position to which he/she has been appointed, through the actual performance of the position.

7.18 Flex Staff Employee - means 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.

7.19 Full-Time Employee - means an employee who holds an appointment at 1.0 FTE.

7.20 Layoff - means 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.

7.21 Preferential Hire List - means a list of laid off persons who have been regular employees in a particular class with the Employer and who are entitled to have their names certified for appointment to a vacancy in that class. See Article 20.5.

7.22 Limited Duration Employee - means 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. Position on seniority list will be determined at the time of hire. Limited Duration Employees shall not be appointed without agreement of the Union.

7.23 Orientation - means a period of time not to exceed four (4) weeks for qualified applicants to acclimate to a new job.

7.24 Part-Time Employee - means an employee holds an appointment of less than 1.0 FTE.

7.25 Position Description - means a description of specific duties and responsibilities, consistent with the appropriate classification specification, assigned to an individual.

7.26 Promotion - means the movement of an employee from a position in one

class to a position in another class having a higher maximum salary rate.

7.27 Qualified - means that the applicant exhibits the knowledge, skills and abilities to perform the essential functions as defined in the position description.

7.28 Reclassification - means 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.

7.29 Reemployment - means the return to employment with the employer by a former regular employee within a period of two (2) years after date of separation.

7.30 Regular Employee - means an employee who has been appointed to a position after completing the Probationary Period.

7.31 Relief Employee - is an employee assigned to work on an intermittent and sporadic basis without the guarantee of hours of work or a set work schedule, providing coverage during periods of Employer need due to vacation, sick, or other employee leaves of absence. Relief employees are coded as a .003 FTE and 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 over two pay periods as determined according to the Employer's needs.

7.32 Reinstatement - means the return of a former employee to a position in the employee's former class within one (1) year from the employee's date of separation.

7.33 Seniority - means length of continuous service with the Employer. See Article 7.6 and 7.8.

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

7.35 Steward - is a member of the bargaining unit designated by the Union to act on behalf of one or more bargaining unit employees.

7.36 Suspension - means 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.

7.37 Temporary Employees - are those 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 OHSU Administrative Rules and Policy. Temporary employees are not covered by the terms and conditions of this Labor Agreement.

7.38 Termination - means a complete separation from employment for non-disciplinary reasons.

7.39 Transfer - means 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.

7.40 Underfilling - means the appointment of an individual for a specified period of time in a classification lower than the established classification for the position. Underfilling is used as a training/development opportunity for an individual not fully qualified for appointment to a specific classification. See Article 17.1(b)

7.41 Union Representative - means 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.

7.42 Vacant Position - means a new position or the opening of an existing position caused by resignation, retirement, etc.

7.43 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. Disputes needing clarifications will be referred to the Labor Management Committee for resolution.

ARTICLE 8 - DUES AND FAIR SHARE

8.1 On the first and second pay period of each month, the Employer shall deduct 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 a sum equal to Union dues. Each deduction shall be one-half (½) of the total sum equal to Union dues. The first deduction shall begin on the first payroll period following such authorization and shall continue from month to month for the life of this Agreement.

8.2 Employees in the bargaining unit who are not members of the Union shall make payments in‑lieu‑of dues to the Union. Payments in‑lieu‑of dues
shall be the equivalent of regular Union dues. Beginning with the first payroll period after the ratification of this Agreement and on each appropriate pay period thereafter, the Employer will deduct from the wages of each bargaining unit employee who is not a Union member the
payments‑in‑lieu‑of dues required by
this Article. Similar deductions will be made in a similar manner from the wages of new bargaining unit employees who do not become members of the Union within thirty (30) days after the effective date of their employment. Effective no later than the first pay period in September 1996, 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, social security numbers, and the amount remitted for all employees from whom deductions were made during the period for such remittance.

8.3 Dues and payments in-lieu-of dues for employees working less than

full-time will be as outlined by Union policy.

8.4 The Employer will notify the Union monthly of all new hires and will furnish the Union with the employee's name, classification, rate of pay and date of employment. During the life of this contract, the Union will notify the Employer periodically of individuals who have become members of the Union and to whom the Fair Share provisions of this Article will not thereafter apply.

8.5 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.

8.6 The Union shall provide the Employer Payroll Office with Union application/ authorization forms. Payroll clerks shall supply said applications to prospective members upon request, and shall process completed applications forwarding a copy to the Union immediately upon receipt.

8.7 The Union shall provide the Payroll Office and the Director of Labor Relations thirty (30) days advance notice of a change in the amount of dues or payments in-lieu-of dues.

8.8 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 arriving out of the Employer's implementa-tion of this Article.

ARTICLE 9 - MAINTENANCE OF STANDARDS AND BENEFITS

The Employer shall not issue any directives or written statements that have any effect on the standard of employment relations matters established by this Collective Bargaining Agreement unless such directives or statements have been agreed upon with the Union. Nothing in this Section is intended to inhibit the Employer from issuing directives and/or statements which interpret or effectuate a contractual obligation; however, a copy of such statements or directives shall be sent to the Union. The Employer shall not change any standards or benefits that are mandatory issues for bargaining during the term of this Agreement unless that change has been agreed to by the parties.

ARTICLE 10 - DISCHARGES AND DISCIPLINE

10.1 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: verbal warning; written warning; suspension without pay; salary reduction; demotion; and dismissal.

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.

Reductions in pay for employees who are at the first step of the salary range shall not exceed five percent (5%). Such reductions in pay shall not exceed two pay periods in duration.

10.2 Investigatory Interviews - Employer/Employee Meetings - 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 an individual other than a Union Representative for this purpose. However, the choice of representative shall not unduly delay the meeting. The Employer has the right to initially hear the employee's own account of the matter under investigation. The Union has the right in the "investigatory" interview to clarify previous answers or to elicit further relevant information.

The Employer has the right without Union Representation to hold work unit or departmental meetings or 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/discussion without union representation with an employee when the meeting/discussion is for the sole purpose of informing the employee of a disciplinary decision and warn an employee of further discipline if the conduct in questions continues. The Employer may permit a Union Representative to attend any of the meetings/activities described in this paragraph at the Employer's discretion if requested by the employee.

The Employer is not required to permit electronic recording of any meeting described in this article.

10.3 A written pre‑disciplinary notice shall be given to a regular status
employee against whom a charge is presented in which the employee may be terminated as a direct result of the charge. Such notice shall include the known complaints, facts and charges, and a statement that the employee may be disciplined and/or discharged. 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‑disciplinary 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-disciplinary 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.

10.4 All appeals of demotions, reductions in pay, suspensions and/or discharges are subject to Article 11, Grievances and Arbitration. 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.

Appeals shall be made at Step 3 in the Grievance Procedure.

10.5 All notices of pre‑disciplinary hearings, suspension, reduction, demotion, and dismissal shall be forwarded to the Union on the same day as the employee is notified.

10.6 Any disciplinary action taken against an employee will be done in a manner that is not likely to embarrass or humiliate the employee in front of other employees or the public.

10.7 Any unauthorized absence of an employee from duty shall be deemed to be an absence without pay and may be made grounds for disciplinary action. Any employee who absents himself/herself for five (5) consecutive work days 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.

ARTICLE 11 - GRIEVANCES AND ARBITRATION

11.1 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.

Grievance Defined. A grievance is defined as any dispute which arises out of or concerning the application, meaning or interpretation of this Agreement and shall be resolved in the following manner:

a. Grievances involving the appeal of a reclassification matter shall be filed with the Classification and Compensation Manager, Mailcode HR, at Step 2 in the grievance process.

b. Grievances involving the application of insurance benefits shall be filed with the Benefits Manager, Mailcode HR, at Step 2 in the grievance process.

c. Grievance involving layoff, suspension without pay, salary reduction, demotion, or dismissal, shall be submitted at and commence at Step 3 in the grievance process.

Grievances submitted at Step Two must cite the specific contract Article believed to have been misapplied or violated and a specific remedy to adjust for any such discrepancy.

STEP 1

An employee with notice to the Union, or the Union on an employee’s behalf, shall notify the employee’s supervisor in writing, with a copy to the Department Director, that the employee/Union believes a contract violation exists. Such notification must occur within fourteen (14) days of the date of the alleged

contract violation or the date the employee/Union first knew or should have known of the alleged contract violation.

For purposes of this Article, the immediate supervisor is defined as: the non-represented supervisor who is immediately responsible in the unit's organizational structure; or 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.

The parties shall meet at the earliest opportunity, but at a maximum within 14 days to discuss the alleged contract violation, using the techniques taught by the AFSCME/OHSU Labor Management Committee, in an attempt to develop a solution that all parties can support.

If a solution is reached at this or a subsequent meeting, it shall be reduced to writing, signed by all parties involved in the discussion, with a copy sent to OHSU Human Resources Department - Labor Relations Division and the Union. If a solution is not reached, the supervisor and the employee/Union Representative shall each summarize their view of the problem, supporting facts and proposed solution(s) and provide a copy to the other party within seven (7) days of the discussion meeting where the parties agreed a solution could not be reached.

STEP 2

A written grievance shall be filed with the Department Director no later than seven (7) days of the date the written summaries required in Step 1 were due to the other party. The grievance shall be filed on the official AFSCME/OHSU Grievance Form. The summaries and related documents required in Step 1 shall be attached to the grievance. Copies of these documents shall also be sent to the OHSU Human Resources Department - Labor Relations Division and to the Union if an employee is filing the grievance without the assistance of the Union.

The parties shall meet at the earliest opportunity, but at a maximum within 14 days to discuss the grievance using the techniques taught by the AFSCME/OHSU Labor Management Committee in an attempt to develop a solution that all parties can support. Minimally, the Department Director, Employee, and Union, at the employee's request shall be involved in the meeting. The Department Director may waive this meeting by responding to the Union in writing, and the Union may then proceed directly to Step 3 of the grievance process relying upon the Step 1 response as the same for the Department Director.

If a solution is reached it shall be reduced to writing, signed by all parties involved in the discussion, with a copy sent to OHSU Human Resources Department - Labor Relations Division and the Union. If a solution is not reached, the Department Director shall respond to the grievance in writing within seven (7) days of the second step meeting to the supervisor and the designated Union Representative.

Solutions reached without the Union's and Labor Relations Division involvement and agreement in pre-grievance discussions, Step 1 and Step 2 are subject to review and agreement at the discretion of the Union and Labor Relations Division. Such solutions may be precedent setting upon the agreement of the Union and Human Resources Department - Labor Relations Division.

STEP 3

Within fourteen (14) days of the date on which the second step response was due, a written appeal may be filed by the Union to the Human Resources Department - Labor Relations Division, Mail Code: HR in care of the AFSCME/OHSU Grievance Adjustment Board.

The filing shall include the original statement of the alleged contract violation, both parties first step summaries and related information, the formal written grievance, the Department Director's response, and the Third Step Appeal Form. The Union and the Labor Relations Division may meet informally in advance of any Grievance Adjustment Board hearing to explore the possibility of a resolution to the grievance. The Department Director may be included in this meeting at the discretion of the Labor Relations Division.

The AFSCME/OHSU Grievance Adjustment Board shall be composed of four people appointed by the AFSCME/OHSU Labor Management Committee. Two management and two AFSCME members shall serve on the Grievance Adjustment Board. The responsibilities associated with chairing the Grievance Adjustment Board shall rotate among the Board members. Witnesses appearing before the Grievance Adjustment Board will take an oath of affirmation declaring that they will tell the truth before presenting any testimony to the Board.

The Grievance Adjustment Board shall meet to resolve the grievance at a date and time mutually acceptable to the Union and the Human Resources Department - Labor Relations Division. The Grievance Adjustment Board shall reach decisions by consensus. If the Grievance Adjustment Board reaches a consensus, its decision is binding on all parties with the one exception described in the following paragraph. The Grievance Adjustment Board shall determine whether or not a contract provision has been violated, and will answer the question(s) put before them as the issue(s) of the grievance, together with their reasons for such decision. If the Grievance Adjustment Board does not reach consensus, the grievance may be pursued to arbitration if determined appropriate by the Union. Grievance Adjustment Board Hearings may be recorded by audio recording when no less than seven (7) day's advance notice has been given to the other party that the hearing will be recorded. Expenses for such recording and resulting copies of the transcript, if any, shall be borne by the party requesting the transcript with a copy of such transcript provided to the other party.

The Grievance Adjustment Board shall have no authority to add to, subtract from, or change any of the terms of this Agreement, to change an existing wage rate or establish a new wage rate. The Director of the Labor Relations Division or designee and an AFSCME Staff Representative shall be present at each hearing and will serve as non-voting advisors. If these individuals agree that a consensus decision reached by the Grievance Adjustment Board added to, subtracted from or changed the terms of this Agreement, the Grievance Adjustment Board decision will not stand and the grievance may be pursued by arbitration if determined appropriate by the Union.

In addition to its decision noted above, the Grievance Adjustment Board may attempt to develop a solution that all parties can support. Such solution may include ruling(s) which will promote a healthy work environment. The Director of Labor Relations, or his/her designee, the department involved, and the union shall implement the solution if it is within their ability to do so.

The Employer and the Union shall each have up to six (6) instances in each contract year in which to either bypass the Grievance Adjustment Board and move directly to arbitration, or to utilize the Grievance Adjustment Board as a fact-finding body providing the parties with a non-binding recommendation for

resolution. The Employer and/or the Union shall have forty-five (45) days from the date a grievance is filed at Step 3 to inform the other party of their intention to submit the grievance directly to arbitration or to utilize the Grievance Adjustment Board as a fact-finding body. The forty-five (45) day period may be extended by mutual agreement of the parties. For the purpose of this paragraph, the contract year credited for an Employer or Union bypass of the Grievance Adjustment Board shall be the contract year in which the grievance is filed at Step 3 of the grievance procedure. In the latter case, the Union shall be permitted the opportunity to elevate the grievance to arbitration by serving proper notice upon the parties within fourteen (14) days from the date the Union receives the Board's recommendation.

Issues involving the appeal of a reclassification request shall be submitted to the Classification Appeals Board (CAB). The CAB shall be a separate and distinct board as developed by the parties similar in format to the Grievance Adjustment Board. Reclassification Appeals are to be first filed at Step 2 in the grievance process with the Classification and Compensation Division of the Human Resources Department.

STEP 4

Submission to Arbitration. Any grievance, having progressed through the Steps as outlined in this Agreement and remaining unresolved, may be submitted by the Union on behalf of the employee to arbitration for settlement. To be valid, a request for arbitration must be in writing and received by the OHSU Human Resources Department - Labor Relations Division no later than fourteen (14) days from the date the Grievance Adjustment Board decision is received by the Union, or the date in which the Human Resources Department - Labor Relations Division declines fact-finding by the Grievance Adjustment Board.

Failure to file a valid arbitration request within the specified fourteen (14) day period shall constitute forfeiture of claim and the case shall be considered closed by all parties.

Within 60 days of the last signature to this Agreement the parties will meet to review and modify if necessary, form(s) for filing and processing a grievance. This form will be used to file and process grievances and every effort will be made to properly use it.

Failure by the Employer to respond to the grievance or appeal in a timely manner shall be considered a denial of the grievance or appeal.

If the grievance is to be submitted to arbitration, a pre-arbitration meeting will be held.

11.2 No time limit extensions shall be made in this Article without the written agreement of both parties.

11.3 Arbitration Selection and Authority

a. Within thirty (30) days of notifying the OHSU Human Resources Department - Labor Relations Division of the intent to arbitrate, the Union and the Labor Relations Division shall select an arbitrator from a mutually agreed upon panel of arbitrators. The parties commit to scheduling

said arbitration within four months of the arbitrator's selection. If the Union makes no written attempt to contact the OHSU Human Resources Department - Labor Relations Division or the arbitrator within the four-month period, the grievance shall be deemed to have been withdrawn by the Union.

b. 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.

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.

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

11.4 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 in the arbitrator's judgment is equitable. All other expenses shall be borne exclusively by the party requiring the service or item for which payment is to be made.

ARTICLE 12 - EMPLOYEE REPRESENTATION

12.1 Employees are entitled to act through a Union representative in taking any action or following any procedure under this Article.

12.2 Once a bargaining unit member files a grievance, the employee shall not be required to discuss the subject matter of the grievance without the presence of the Union representative if the employee elects to be represented by the Union.

12.3 Employees will be afforded release time when attending an investigatory meeting with the employer or a Step 1, 2, or 3 grievance meeting.

ARTICLE 13 - STEWARDS

13.1 The Union shall appoint stewards including one (1) Chief Steward, eight (8)Lead Stewards and additional regular Stewards. The Employer will provide 3,420 paid release time hours annually, July through June, for the purposes described in the Article.

a. The Union shall immediately notify the Human Resources Department - Labor Relations Division of the names of Steward successors upon their selection, and what area(s) each Steward represents.

b. Labor/Management encourages departments to make space available within departments for posting the area/department Steward's name and location.

13.2 Stewards may receive but not solicit, and may discuss,

complaints and grievances of employees on the premises and time of the Employer, but only to such extent as does not neglect, retard or interfere with the work and duties of the Stewards or with the work or duties of employees. Each Steward shall be granted no more than forty-eight (48) hours and each Lead Steward shall be granted no more than one hundred forty (140) hours per year (July-June), or a proration upon appointment. Stewards shall not suffer loss of pay or other benefits as a result of fulfilling his/her responsibilities such as investigate grievances, attend grievance meetings, distribute Union information, attend Steward meetings and training sessions, upon notice to his/her immediate supervisor. Distribution of materials will be done in a manner that will not interrupt other employees' work. If the permitted activities would interfere with either the Shop Steward's or the grievant's duties, the direct supervisor(s) shall, within the next working day, arrange a mutually satisfactory time for the requested activities. Time spent in otherwise permitted activities without the 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.

Before a Steward exhausts his/her allotted time in the course of fulfilling his/her responsibilities, s/he may request in writing to the Labor Management Committee (LMC) the necessary additional time. Such requests for additional time shall not increase the total annual release time hours as provided in Article 13.1 above.

13.3 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.

13.4 Chief Steward:

a. The Chief Steward shall be granted up to 192 hours, half of which shall be reimbursed by the Union.

b. 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. Audix voice mail shall be provided and paid for by the Union.

13.5 No steward shall meet with an employee/grievant in a work area unless necessary as part of a specific investigation.

13.6 The Union will notify the Human Resources Department, Labor Relations Division within thirty (30) days of the signing of this Agreement as to the date and time of the monthly steward meeting. Notice of scheduled training sessions or a change in the date/time of the monthly steward meeting will be provided to the Human Resources Department, Labor Relations Division at least fourteen (14) days in advance of the event.

13.7 Education and Training

a. 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.

b. 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.

ARTICLE 14 - PERSONNEL RECORDS

14.1 An employee may, upon request, inspect the contents of his/her official Employer personnel file except for confidential reports from previous employers. A copy of each employee's performance appraisal shall be maintained in their personnel file within the Human Resources Department. No grievance material shall be kept in the personnel files after the grievance has been resolved except the resolution.

14.2 No information reflecting critically upon an employee shall be placed in the employee's personnel file unless the employee has received a copy of the material and has a bona fide opportunity to see, sign, and submit rebutting information. The employee shall be asked to sign such material to be place in his/her personnel files provided the following disclaimer is attached:

"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.

14.3 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.

14.4 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.

14.5 Any material including materials reflecting caution, consultation, warning, admonishment or reprimand shall be removed from the personnel file after two (2) years upon written request of the employee. Such material shall be removed after eighteen (18) months upon written request of the employee provided there are no recurrent problems of a similar nature.

14.6 An employee may, upon request, obtain copies of all of the contents of his/her personnel file not previously furnished except for confidential reports from previous employers. Employees will be charged for copies at the per page rate established in OHSU Policy No. 01-10-001. The Union will be provided notice and opportunity for input 60 days prior to formal consideration (OHSU Policy No. 01-01-002(b)(4)) of a decision to increase the per page rate established in this Policy.

ARTICLE 15 - FILLING OF VACANCIES

15.1 When the decision is made to fill a position it must first be open to

job bid within the effected work unit.

15.2 JOB BID When a vacant position occurs within a work unit and in the same job classification involving the same or different shifts, days off, hours of work, or similar job duties, the position will be awarded to the bidding employee with the greatest seniority.

a. When the assigned duties of the vacant position are substantially different than those assigned the bidding employee, then the bidding employee with the greatest seniority shall be assigned to the vacant position provided he/she is qualified to perform the work. The employee shall be given an orientation period and shall serve a Job Bid Evaluation Period of forty-five (45) days.

b. When a vacant position is to be filled, 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. The most senior bidding employee shall be notified of the appointment to the vacant position within ten (10) days of its posting. Once the job bid closes and is opened to internal candidates for consideration, transferring and/or promoting employees must apply within the seven (7) day internal to OHSU posting period. If no bids are received, the Employer may reassign the least senior employee. The Employer may make temporary assignments without a bid, pending completion of the bid process or for training purposes.

c. The Employer shall make every reasonable attempt to place the employee in his/her new position immediately, subject to legitimate business needs that would preclude such immediate placement.

d. 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.

e. 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).

f. An employee serving a Probationary or Promotional Evaluation Period, or a temporary employee, may not job bid.

g. If an employee bids on and receives a new position in accordance with the provisions of this Article, that employee may not bid into another position for nine (9) months from date of notification. This restriction does not preclude an employee from applying for a position at any time.

h. There shall be no recruiting prohibition while the bidding is in progress.

If there are no bidding employees, the department shall then contact the Human Resources Department to determine if there are any eligible employees:

a. returning from a qualified Worker’s Compensation injury or illness,

b. returning from an Extended Medical Leave, or

c. qualified to be recalled from layoff or having been officially notified by the Human Resources Department in writing of an impending layoff.

In the event a vacant position remains to be filled after having exhausted any applicable re-employment obligations, then the Employer shall fill such position according to the following process.

15.3. TRANSFERS AND PROMOTIONS All transfer and promotional vacancies will be filled with the best qualified available person. Within this context, labor and management intend to provide bargaining unit employees priority during the selection process. All bargaining unit employees who apply and are qualified will be interviewed for the specific vacancy. If no well qualified applicants are among the 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.

a. The Employer will post the Position List on the OHSU Web page, in the Human Resources Office, and near the OHSU Hospital cafeteria in hard copy form by Monday of each week. Employees interested in promotion or transfer must submit their applications to the Human Resources Department no later than noon the following Monday to be considered. Each application should relate to the specific position being applied for. The Employer shall make available to interested applicants, copies of applicable Position Descriptions on file with the Human Resources Department.

b. All promotion and transfer applicants will be interviewed prior to outside applicants if:

1. The position was not filled by job bid, Article 15.2.

2. The employee is immediately qualified to perform the essential functions of the position following the customary orientation for the work area.

3. The transferring or promoting employee has applied within the seven (7) day internal to OHSU posting period.

There shall be no recruiting prohibition while internal applicants are being interviewed.

c. If two (2) or more employees being considered for a promotion or transfer are essentially equal in their ability to perform the essential functions of a position, the promotion or transfer shall be given to the employee with the greatest seniority. (This clause shall not be interpreted as a “relative ability”

d. If an employee is determined to be unqualified or is not selected, he/she may request in writing the specific written reasons why he/she was not selected or why another candidate was selected. All such written requests must be submitted to the hiring manager within seven (7) days from notice of their rejection. The hiring manager shall provide the written explanation to the employee within seven (7) days of receipt of the employee’s request.

e. Employees promoting will serve a ninety (90) day Promotional Evaluation Period as outlined in Article 16.2. Upon commencement of the new assignment if necessary, the employee shall receive an updated position description. During the Promotional 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.

ARTICLE 16 - EVALUATION PERIOD

16.1 Probationary Period

All new employees shall serve a Probationary Period of six (6) months except as noted below. The Probationary Period shall begin on the first day of employment with the Employer. Up to ninety (90) days of OHSU temporary employment shall be credited towards the satisfaction of their Probationary Period only if the person is hired into a permanent position with the same duties as the temporary employment duties in the same classification and same work unit and with no more than a fifteen (15) day break in service. Former regular status employees reinstated by the Employer within one (1) year of their separation in the same classification and work unit shall not be required to serve a Probationary Period.

a. Employees who were serving in their Probationary Period when they left employment and are subsequently reinstated within one (1) year in the same classification and work unit shall serve an evaluation period of six (6) months unless they had previously served at least ninety (90) days of their Probationary Period, in which case they shall serve only a ninety (90) day Probationary Period.

b. An employee who is transferred to another position in the same class, or different class at the same or lower salary level with the Employer prior to the completion of the probationary period, shall complete the Probationary Period in the latter position by adding the service in the former position.

At the completion of ninety (90) days 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. The Human Resources Department shall provide managers a copy of pertinent contract language with all Probationary Period notices.

At any time during the Probationary 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 that his/her habits and dependability do not merit his/her continuance in the position, or if a lack of work, shortage of funds or materials, abolishment of position or for other involuntary reasons not reflecting discredit on the employee occur. The Union shall receive notice of such removals.

An employee serving a Probationary Period will not be permitted to job bid as noted in Article 15.

Employees serving a Probationary Period shall have access to Article 10,

Discharges and Discipline, except for removal.

16.2 Promotional Evaluation Period

Employees who have completed the Probationary Period and are promoting to a new position will serve a ninety (90) day Promotional Evaluation Period.

At any time during the Promotional 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 that his/her habits and dependability do not merit his/her continuance in the position, or if a lack of work, shortage of funds or materials, abolishment of position or for other involuntary reasons not reflecting discredit on the employee occur.

16.3 Promotional Position Change Removal

a. New Department/Work Unit Promotion

If an employee is removed during the Promotional Evaluation Period following a promotional opportunity into a new department or work unit, the employee shall be provided notice of layoff as provided within Article 20 - Layoff. The removed employee shall be afforded the right to be recalled to a vacant position within their former classification for which they are qualified without displacement or bumping rights. This right of the employee to continued employment ceases if charges are filed and such employee is discharged as provided in Article 10, Discharges and Discipline. Employees who have promoted into their present position shall receive fourteen (14) days notice of removal from the department and shall be paid for fourteen (14) days or until the employee is placed in another position for which they are qualified, whichever is less.

b. Department/Work Unit Promotion

Employees promoted within a department or work unit and subsequently removed during their Promotional Evaluation Period shall be reinstated to their former position or a suitable position for which the employee is qualified within the employee's former classification and department.

16.4 The Probationary Period and Promotional Evaluation Period may be served simultaneously with promotions that occur during the Probationary Period.

16.5 Job Bid Evaluation Period

Employees who have completed the Probationary Period and have successfully bid or transferred to a new position in the same classification within their work unit will serve a forty-five (45) day Job Bid Evaluation Period. The Employer may remove an employee within their Job Bid Evaluation Period at any time. Employee's removed during their Job Bid Evaluation Period shall be returned to their former position within their work unit.

16.6 The Probationary, Promotional, and Job Bid Evaluation Periods may be extended by mutual agreement of the employee, the Human Resources Department, Labor Relations Division, the department and the Union. Leave without pay shall extend the evaluation period by the number of days of the leave without pay.

ARTICLE 17 - CLASSIFICATION AND CLASSIFICATION CHANGE

17.1 Work Out of Classification

a. When an employee is assigned, in writing, by the Employer for a limited time period to perform the major distinguishing duties of a position at a higher level classification, a minimum of four hours within one shift shall be paid at the next higher rate on the higher salary range.

When an employee is assigned, in writing, by the Employer to perform duties that require substantially greater knowledge, skill and abilities than the assigned classification and those duties are not contained in an existing classification, the employee shall receive minimum five percent (5%) differential.

b. An employee who is underfilling a position shall be informed in writing that he/she is an underfill, the reasons for the underfill, and the requirements necessary for the employee to qualify for reclassification to the allocated level. Upon gaining regular status and meeting the requirements for the allocated level to the position, the employee shall be reclassified.

c. Any question resulting from discussion between a manager and an employee on the eligibility for work out of class may be referred in writing to the Human Resources Department by either party, prior to filing a Step 1 grievance.

17.2 Revision of Classification Series. Prior to implementation of new classifications, or major revisions of existing classifications, the parties will negotiate rates of pay, effective date and method of implementation.

17.3 Reclassification Procedure:

a. A completed Position Description Form and written explanation for a proposed reclassification request shall be submitted to the Human Resources Department.

b. The Employer shall review and verify the duties assigned to the position. Within thirty (30) days after receipt of reclassification request, the Employer shall notify the Union of its findings.

c. If the findings are appropriate, the reclassification shall occur on the pay period immediately following the Department of Human Resources receipt of request. In such instance, the employee does not retain his/her old eligibility date and will be eligible for salary increase the first day of the pay period immediately following twenty-six payroll periods in the new class.

17.4 Upward Reclassification. When a position is reclassified upward, a regular incumbent shall be continued in the position. He/she shall be advanced to the higher class with the same status held in the lower class if he/she meets minimum experience and training requirements. When a position is reclassified upward and the incumbent does not have regular status, the position will be filled competitively at the higher level.

17.5 Downward Reclassification:

a. 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.

b. 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 being laid off in their current classification with all the rights that apply to that status including accepting a vacant position and/or displacing per Article 20 of this agreement.

c. When an employee is reclassified downward, the employee's rate of pay shall be the last salary rate earned in the salary range of the previous classification. It shall remain at that rate until a rate in the salary range of the new classification exceeds it, at which time the employee's salary shall be adjusted to that step and the salary review and eligibility date shall be established one (1) year from that date, provided the employee is not at the maximum of the salary range to which the employee was reclassified.

17.6 Equal Reclassification Rate. When an employee is reclassified to a class having the same salary range, his/her rate of pay will not be changed.

17.7 Pay for Upward Reclassification. Rate of pay upon upward reclassification shall be the first step of the new salary range, unless the old salary rate was higher than the first step of the new salary range, then whatever step of a new salary range which constitutes at least a four percent (4%) pay increase.

17.8 Pay Date of Upward Reclassification.

a. Effective date of reclassification payment shall be the first pay period following the month in which the reclass request was received by the Human Resources Department.

b. The employee does not retain his/her old eligibility date and will be eligible for salary increase the first of the pay period following twelve (12) months in the new class.

17.9 Unclassified Administrative Return to Bargaining Unit. When an Unclassified Administrative employee is returned to the Bargaining Unit, the following conditions apply:

a. All seniority previously earned by the employee in the Bargaining Unit shall be restored once he/she is placed in a vacant position. No seniority shall be earned by the employee for time spent as an Unclassified Administrative employee.

b. The employee returning to the Bargaining Unit shall be placed in a vacant position consistent with the terms and conditions of the Collective Bargaining Agreement as it pertains to employees already represented by the Union.

c. If the employee is not placed in a vacant position, he/she shall be placed on the layoff list in the classification in which he/she last held or its replacement classification based on the seniority described above.

ARTICLE 18 - EXCLUSIONS

18.1 Upon excluding any position from the bargaining unit, the Employer shall send a list of exclusions to the Union along with position descriptions. These positions questioned by the Union shall be discussed with the Employer within ten (10) days from the date of notification.

ARTICLE 19 - CONTRACTING

19.1 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 negotiate the decision and impact concurrently of the pending action. It is specifically understood that such negotiations are not required in (1) emergency situations or (2) where the impact is minimal (and not mandatory).

The Employer and the Union also agree to participate in a joint study for the purpose of developing a model which would allow the Union the opportunity to bid on work which is being considered for contracting out. This model will include both quantitative as well as qualitative criteria for consideration and evaluation.

19.2 An employee displaced under this Article shall be afforded the rights and privileges of Article 20-Layoff. In lieu of layoff, an employee displaced under this Article may elect one of two severance benefit options as follows:

a. The cash equivalent of:

1. Two (2) weeks compensation for every year of service with the Employer for employees with seven (7) or fewer years of service, prorated according to the employee's current FTE.

2. Three (3) weeks compensation for every year of service with the Employer for employees with more than seven (7) years of service, prorated according to the employee's current FTE.

The Employer shall also provide each employee with the sum of Fifteen Hundred Dollars ($1,500.00) if eligible and participating in the Employer's University Flex program. Once accepted, this severance benefit will be deemed to be the equivalent of a voluntary resignation and the employee shall have no further employment rights with the Employer.

b. The ability to participate in any educational retraining or other career development opportunities while remaining on the Employer's payroll for a period of time not to exceed the equivalent expense associated with severance option "a" above, had the employee made such election. The employee may choose the manner in which to be compensated from a .5 FTE to full-time equivalent at the employee's discretion. The employee may not modify the chosen manner of compensation. Once accepted, this severance benefit will be deemed to be the equivalent of a voluntary resignation. The employee shall have no further employment rights with the Employer and shall not be deemed to be a regular employee even though compensated by this Employer as a result of this severance option. The Employer's obligation will be to provide only wages, staff fee privileges and health insurance (if eligible) as outlined herein, and no other benefits such as vacation accrual which would otherwise accrue to a regular employee. Employees electing this severance option shall also be entitled to

the following educational/retraining benefit:

1. For employees with seven (7) or fewer years of service with the Employer, the equivalent of one (1) week's salary for every two (2) years of service shall be available for the reimbursement of any educational/retraining expenses.

2. For employees with greater than seven (7) years of service with the Employer, the equivalent of one (1) week's salary for every year of service shall be available for the reimbursement of any educational/retraining expenses.

19.3 This Article shall supersede all previously applicable employment conditions and obligations.

All employees previously displaced as a result of contracting, who have subsequently been placed pursuant to the previous provisions of this Article or accepted another position with the Employer, shall be subject to this Article.

ARTICLE 20 - LAYOFF

20.1 An employee and the Union shall be given written notice of layoff at least fifteen (15) days before the effective date stating the reason(s) for the layoff. The Employer shall determine the specific positions to be vacated. 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 as the regular employee's position unless the layoff of the temporary or contract employee is prevented by an individual contract with such person.

20.2 When an employee is notified of Oregon Health & Science University's intent to lay him/her off:

a. An employee first must choose to:

1. Accept lay off, and be recalled into a vacant position within their current classification for which the employee is qualified to perform the essential functions of the position without the assistance of any training other than customary orientation to the position, or

2. In the event there are no vacant positions within their current classification for which they are qualified per paragraph 1, above, within OHSU, displace the least senior employee in the same classification working in the same department. If there is no less senior employee in their classification working in the same department, displace the least senior employee in their classification within the bargaining unit, within the appropriate geographical areas (Portland Metropolitan area, West Campus, Eugene, and other locations more than 40 miles from a recognized geographical area) in which the employee is currently employed.

3. Employees will not be permitted the displacement option in the event a vacant position is available for which the employee is immediately able to perform the essential functions.

The Employee shall communicate their choice in writing to the Director of Labor Relations within seven (7) days from the date of receipt of the written layoff notice.

b. If the employee elects to be laid off, or fails to respond within 7 days of receipt of written layoff notice, the employee's name will be placed on the Employer's preferential hire list for up to two (2) years or when called back to work, whichever occurs first.

c. If the employee elects to accept a vacant position, the Employer shall place such employee in the vacant position provided the employee is immediately able to perform the essential functions of the position without the assistance of any training other than customary orientation afforded new employees to the position. 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 Employer's preferential hiring list.

d. If the employee elects to displace the least senior employee in the same classification and department, or must displace the least senior employee in the same classification, within the bargaining unit, then he/she shall be placed in a position according to the following criteria:

1. The employee is immediately able to perform the essential functions, as defined in Article 7, of the position without the assistance of any training. The employee shall be provided an orientation period. The employee cannot be determined to be unqualified for need of an orientation period.

2. Full-time employees will be permitted to displace into the position occupied by the least senior employee in his/her current classification, if the employee is immediately able to perform the essential functions of the position. If the least senior position is occupied by a part-time employee, the full-time laid off employee may displace such position or elect to displace the position occupied by the least senior full-time employee in his/her current classification, if qualified.

3. Part-time employees will be permitted to displace into the position occupied by the least senior employee in his/her current classification, if the employee is immediately able to perform the essential functions of the position. If the least senior position is occupied by a full-time employee, the part-time laid off employee may displace such position or elect to displace the position occupied by the least senior part-time employee in his/her current classification, if qualified. 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.

e. If there is no vacant position for which the employee is qualified in his/her classification, or no position in the same classification to which the laid off employee may elect to displace, the employee may exercise his/her option to demote. The option is outlined below:

The employee shall be able to elect to demote to a specific classification by written notification to the Human Resources Department arranging in preferential order the choices hereafter identified. The employee shall be placed in the first position for which they are immediately able to perform the essential functions of the classifications in preferential order as indicated.

1. Displace the least senior employee in highest paid lower class or;

2. Displace the least senior employee in next lower class in the class series.

20.3 When an employee is placed in a position in lieu of layoff, the following terms and conditions shall apply.

a. Employees who move into a position due to a layoff shall serve a 90-day Position Change Evaluation Period.

b. During the 90-day Position Change 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.

c. Employees shall have access to a modified progressive discipline process during this Position Change Evaluation Period. For the purposes of this Agreement, progressive discipline means a written reprimand and removal, both actions subject to a standard of just cause, except for the number of steps in the progressive discipline process.

d. If the Employer removes an employee during the Position Change Evaluation Period, it shall document the reasons and communicate the reasons to the employee and the Union.

e. Once notified of the removal, the employee shall have the option of:

1. Appealing the removal; or

2. Being placed in the position occupied by the least senior employee in his/her classification if he/she is able to perform the essential functions of the position.

3. If there is no position for which the employee is able to perform the essential functions of the position in his/her classification, he/she may exercise his/her option to demote. The option is outlined below:

The employee shall be able to demote to a specific position by arranging in preferential order the choices hereafter identified. The employee shall be placed in the first position for which he/she is immediately able to perform the essential functions in the classification in preferential order as indicated.

a) Displace the least senior employee in highest paid lower class; or

b) Displace the least senior employee in next lower class in the class series.

f. The employee shall have access to the process described in "e." above a maximum of three times. The third removal is considered a dismissal and subject to the terms and conditions of Article 10.

20.4 Computation of seniority for regular employees shall be made as follows:

a. See Article 7 - Definitions (Section 7.6 - Computation of Continuous Service).

b. If two (2) or more employees have equal seniority, the tie shall be broken with the most credit given to length of continuous service in the job classification.

20.5 Laid off employees are encouraged to review the Employer's employment list to assist with the identification of available positions for which they may be interested. Upon request the most current position description shall be provided to the employee. Laid off employees will be required to provide the HR Employment Division with a current employment application and accompanying documentation to identify their skills, abilities and employment experiences. Laid off employees are encouraged to notify their managers and the Human Resources Department of their interest in temporary positions.

Employees placed on the preferential hire list, whether they be full-time or part-time, shall be offered recall to work on the basis of seniority with the most senior employee in the classification offered first opportunity for recall provided the Employer determines they are immediately able to perform the essential functions of the position without the assistance of any training other than customary orientation afforded new employees to the position. 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 except as follows:

a. Full-time employees may decline a part-time job without removal from the preferential hire list.

b. Part-time employees may decline a full-time job without removal from the preferential hire list.

c. Employees may decline a job outside of the geographical area from which they were laid off without removal from the preferential hire list.

d. An employee formally laid off by the Employer, whose name appears on the Employer's preferential hire list, may accept Relief (.003 FTE) employment opportunities with the Employer without jeopardizing the employee's recall rights as provided by Article 20.5. To qualify for such special employment opportunity, the laid off employee must be qualified to perform the duties associated with such position and not have been recalled to or have accepted an appropriate employment position with the Employer. The Employer may require the completion of an authorization/tracking form from all such interested laid off employees.

20.6 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 Employer or when the employee ceases to be on layoff status as defined by Article 20.5, 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.

20.7 If OHSU has internationally recruited an employee, that employee, if full-time, shall not be displaced by a part-time employee for two years from date of hire.

20.8 A part-time employee displacing a full-time employee shall be prohibited from bidding into a part-time job for a period of nine months.

20.9 Opportunities/Support For Employees Being Laid Off and Others Affected.

Employees who move to another position after being notified of the elimination of their paid position shall have the right to return to their previous position if the situation changes and the position is not eliminated, or is restored for any reason. The employee shall be allowed to return if there is no significant change in the duties and responsibilities of the position. Disputes are subject to the Grievance Procedure specified in Article 11 of the Agreement.

ARTICLE 21 - TEMPORARY LAYOFF

21.1 Temporary layoff is defined as a temporary interruption of employment because of lack of work or unexpected or unusual reasons. Temporary layoff is different than permanent layoff, as defined in Article 20, because at the termination of such conditions giving rise to the temporary layoff, employees are to be returned to employment. Temporary layoff 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 the established FTE for the position. Such temporary layoff shall be recorded and reported as leave without pay, but seniority and other fringe benefits shall continue without interruption during this period. An employee temporarily laid off may choose to be paid for accrued vacation and paid leave time at the rate being earned at the time of the temporary layoff or to maintain his/her accruals.

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 one (21) 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 work week or extended work week and the work does not result in the payment of overtime.

21.2 An employee shall be given notice of cancellation a minimum of two (2) hours prior to the scheduled start time of the shift being canceled.

21.3 Temporary layoff shall take place in the affected work unit in the following order: volunteer employees, temporary employees, probationary employees and other regular employees in order of seniority. The temporary layoff shall take place among those who are regularly scheduled to perform the affected duties.

ARTICLE 22 - PAYROLL

22.1 Employees shall be paid bi-weekly.

22.2 Timekeepers are permitted to adjust an employee's clock in transaction to coincide with the employee's designated start time, unless the employee's designated start time was changed by the supervisor for that day. Timekeepers shall not make other changes to the employee's TACS record unless requested to by the employee for a legitimate reason or when directed to by the supervisor. In the event a supervisor directs the Timekeeper to make a change in an employee's TACS record, the supervisor shall notify the employee of the change and the reasons for the change by the current payroll run deadline. Overtime hours worked shall not be adjusted without the employee's prior approval.

ARTICLE 23 - SAFETY, HEALTH AND ENVIRONMENT

23.1 The Employer and Union Commitment to Employee Safety and Health.

a. The Employer agrees to abide by standards of safety and health in accordance with the Oregon Statutes and Administrative Rules and will ensure that employees are provided with appropriate information and training in applicable Federal, State and Employer safety, health and environmental regulations, policies and procedures.

b. The Union encourages employees to work safely, follow established safety and health rules and to report to their supervisor or safety team member all safety or health risks.

c. A joint Employer and Union Committee will work cooperatively toward identification and resolution of work place safety, health and environmental issues to minimize risk, danger and loss to OHSU human resources.

d. All employees are encouraged to utilize University Safety Services as a consultive resource for all safety, health and environmental issues.

23.2 Employee Safety and Health Committee

An Employee Safety and Health Committee shall be established in order to make safety policy recommendations and 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 Employee Safety and Health Committee shall be comprised of equal numbers of Union and Employer members as spelled out in the Committee Charter.

23.3 Area/Unit Safety Teams

Major organizational units (1) and major off campus locations (2) will designate at least one safety team comprised of at least one (1) member each from the Employer and the Union.

Area/Unit Safety teams shall work cooperatively to resolve health and safety problems and concerns in their assigned work areas and shall provide (monthly, periodic) written summaries of activities to the Employee Safety and Health Committee.

Team members shall act as resource persons to all area/unit employees.

Safety and Health issues that cannot be resolved by an area/unit team shall be referred to the Employee Safety and Health Committee for assistance.

Area/Unit Safety Teams shall be designated within ninety (90) days of the signing of this Agreement for the following locations:

School of Dentistry, School of Nursing, School of Medicine, University Administration, CDRC, Vollum Institute/CROET, BICC, and all offsite locations.

23.4 Proper safety devices and clothing (see Appendix A) 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 Department of Insurance and Finance. Employees will be trained prior to use in such safety devices and clothing. Such equipment, where provided, must be used.

23.5 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 University Safety Services to assure that the prior determination still applies. If no determination exists, the supervisor shall request University Safety Services to make an immediate determination as to the safety of the job or equipment in question. If further information or clarification is needed, University Safety Services may contact the Oregon Occupational Safety and Health Division for assistance.

An Area/Unit Safety team member, Union Representative or Steward, University Safety Service Representative and the supervisor may accompany the governmental agency representative and employee during this 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.

23.6 Video Display Terminals (VDTs). Upon the written request of an employee to his/her supervisor, an evaluation of the VDT workstation will be conducted by the University Safety Service, and adjustment shall be made, if needed, within the guidelines of the State of Oregon Department of Insurance and Finance, Occupational Safety and Health Division. During every four (4) hour period in which an employee spends all of his or her time on a VDT, the employee will be given a fifteen (15) minute alternative work assignment.

23.7 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.

23.8 If in the conduct of official duties, an employee is exposed to serious communicable disease which would require immunization or testing, the employee, with prior approval of the Employer, shall be provided immunization

against or testing for such communicable disease without cost to the employee where immunization or testing will prevent such disease from occurring.

ARTICLE 24 - REPORTING INAPPROPRIATE USE OF RESOURCES, WASTE, OR FRAUD

24.1 Inappropriate use of OHSU resources, waste or fraud shall be reported and investigated at the lowest supervisory level. If an employee feels that the lowest supervisory level is inappropriate or feels uncomfortable discussing this with their immediate supervisor, they are encouraged to contact the University Compliance Officer 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 Compliance Officer, Legal Affairs, Affirmative Action, Public Safety, an Associate Administrator or any other individual or entity she/he deems appropriate.

OHSU agrees to maintain confidentiality among all parties necessary to complete the investigation. A confidential written report setting forth the results of the investigation shall be provided to the employee upon completion.

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.

ARTICLE 25 - EDUCATION, TRAINING AND CAREER DEVELOPMENT

25.1 The Employer supports opportunities for education/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 State System of Higher Education 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 underfilling. 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 as noted above on average of twenty (20) hours per year per full-time employee.

Where an employee's attendance 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.

25.2 LMC supports and encourages ongoing learning for all staff and commits to promote and assist in education and training initiatives. The joint Education and Training Committee shall be comprised of an equal number, as deemed appropriate by the LMC, of the Employer and Bargaining Unit employees and Union representatives as appointed by the Union. The Committee shall continue to promote developmental opportunities. Employees may participate without loss of pay and benefits.

The Employer shall fund an approved budget of $65,000 for each contract year for the purpose of continuing the Committee's efforts, including receiving applications from bargaining unit employees to attend:

a. general credit classes,
b. courses that afford professional and/or technical certification,

c. coursework in a 2-year academic degree program,
d. coursework in a 4-year academic or graduate degree program, and that such enrollment in coursework is relevant to present position at OHSU or logical/foreseeable promotional opportunity at OHSU

Further, the committee shall receive applications for attendance at professional association conferences, workshops and seminars, such that these programs are relevant to the current position held by the employee.

The guidelines for priorities for consideration and approval of such education and training requests shall be developed and administered by the joint Education and Training Committee.

Fund balances shall not carry forward from one fiscal period to another beginning July, 1999.

25.3 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, either through allotment or payment of a salary. Each request for leave must be approved by the President or his/her designee, who normally shall not approve such leave for more than one (1) year. Vacation leave shall not accrue during an educational leave with pay, the duration of which exceeds fifteen (15) calendar days.

25.4 When the Employer approves an employee's participation in a specific course, seminar, workshop, or other training program, either during or after regular working hours for the purpose of meeting the essential needs of the Employer, the Employer may reimburse the employee for a portion of or all the costs of course registration and/or required materials. The Employer may reimburse the employee for a portion or all of the costs 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, normally, time spent in the education or training program shall be considered time worked and the employee shall be reimbursed for related travel and mileage expense.

If, however, the employee is on travel status (meets requirements for receipt of in‑state or out‑of‑state travel reimbursement, see Article 46), the time spent
shall not be considered work time. The employee shall not suffer a loss of pay for such required participation.

ARTICLE 26 - WORK WEEK AND WORK SCHEDULING

26.1 Work Week and Extended Work Week. An employee's work week is a fixed and regularly recurring period of one hundred sixty-eight (168) hours seven (7) consecutive twenty-four (24) hour periods. The standard work week is 12:01 am Monday through 12:00 midnight Sunday. Changes in the standard work week are permitted, but the employee shall not suffer loss of overtime.

Pursuant to an agreement of understanding between the Employer and the employee before performance of work, an extended work week of fourteen (14) consecutive days can be accepted in lieu of the work week of seven (7) consecutive days for the purpose of overtime compensation.

26.2 This Article is intended only as a basis for recognizing overtime and shall not be construed as a guarantee of hours of work per day or per week.

26.3 Work Schedules.

a. Standard Work Schedule. A work schedule with the same starting and stopping time on five (5) consecutive eight (8) hour days, within a work week.

b. Alternate Work Schedule. A work schedule which has other than five (5) consecutive eight (8) hour days. Examples include but not limited to: 1) part‑time, 2) a schedule with different starting and stopping times, 3)
other work schedules which might include: four [4] ten [10] hour days or four [4] nine [9] hour days and one [1] four [4] hour day, etc., 5) flex‑time, etc.
The Employer agrees to notify the Union of any newly proposed work schedules greater than 10 hours in shift length prior to implementation pursuant to ORS 243.698. The Union shall have fourteen (14) days from such date of notification to request to negotiate such proposed alternate work schedule.

c. Changes to Work Schedules. The Employer shall provide 30 days notice and a written explanation to the employee(s) and the Union of any changes in an employee's work schedule. Such change can be implemented prior to thirty (30) days upon mutual written agreement between the employee(s) and the Employer.

d. Requests for Alternate Work Schedules. Employees and supervisors should strive to meet the varying needs of alternate work schedule requests as long as individual and unit needs are considered. Open dialogue regarding reasons is paramount in such situations.

An employee may request and the supervisor may grant employee's written request for an alternate work schedule. Such requests shall be considered based on individual and unit needs, and granted or denied based on unit needs. Reason(s) for granting or denial shall be in writing.

e. Requests for Flexible Work Schedules. After an employee has completed his/her initial six (6) month Probationary Period, the employee may request and the Employer may grant a flexible work week schedule. If the flexible schedule would impact the eight (8) hour daily overtime language set forth in Article 37.2(a), the employee may agree to waive his/her contractual right to overtime after eight (8) hours of work by signing the "Voluntary Waiver of Daily Overtime" form as set forth in Appendix "F." A copy of this form is available from the Payroll Department.

26.4 Rest Periods. A rest period of fifteen (15) minutes for employees working less than ten (10) hours per day and twenty (20) minutes for employees working ten (10) hours or more shall be permitted for all employees during each consecutive work period of four (4) hours or more which shall be scheduled by the supervisor 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 shift.

When none of the options for allowing rest breaks at alternative times are feasible because of the operating requirements of the Employer, the employee

will be compensated at the straight time rate of pay.

26.5 Non-Duty Meal Period. All employees except as noted in Section 26.6 of this Article shall be granted a non-duty meal period during each work shift. 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 nor more than sixty (60) minutes.

26.6 On‑Duty Meal Periods. Employees required to take meal periods in
designated areas and/or maintain radio contact with their department will have their meal period considered on‑duty time.

26.7 Clean‑Up Time. Whenever a job being performed or the material or
equipment 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 as part of the employees work day.

26.8 Posting of Alternate Rotating Work Schedules. Alternate rotating work schedules shall be posted at least fourteen (14) days in advance and shall be in cycles of no less than 28 days. Effective with the start of the fourth (4th) full pay period following ratification of this Agreement, alternate rotating work schedules shall be posted at least twenty-eight (28) days in advance. Established work schedules will not be changed except in an emergency or when there is mutual agreement between the employee and the supervisor.

26.9 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 will result and that employees make such trades within the same pay period.

26.10 In the event that Employer operating needs require additional hours of work within a department, any employee who is required to work additional hours that would result in there being less than ten (10) hours between regularly scheduled shifts, the Employer shall:

a. allow the employee to return to work after ten (10) hours off with no loss of pay, Employer needs permitting; or

b. compensate the employee at his/her regular scheduled rate of pay for the difference between ten (10) hours and the actual hours he/she is off between shifts. This compensation shall be in addition to his/her regular rate of pay.

This provision shall also apply in instances where an employee is required to attend a mandatory staff meeting which results in there being less than ten (10) hours between any such meeting and the employee’s next regularly scheduled shift.

If an employee requests a schedule change which results in less than ten (10) hours off, he/she is not entitled to any additional compensation.

Articles 27.2 and 27.3 (Reporting Time) do not apply in this context.

26.11 In the event non-scheduled work becomes available in a department,

employee(s) who have been temporarily laid off within the current and previous pay period shall be first offered that work in seniority order if they are qualified and if they 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), TACS code "REQ" to avoid the payment of overtime as a result of working non-scheduled work.

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.

ARTICLE 27 - REPORTING TIME

27.1 Reporting time is the time designated or recognized as the start of the daily work shift or schedule.

27.2 An employee's reporting time may be changed two (2) hours earlier or two (2) hours later, or less, 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 time and one‑half (1‑1/2) for the
first two (2) hours worked.

27.3 An employee's reporting time may be changed more than two (2) hours, earlier or 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 time and one‑half
(1‑1/2) for all time worked before or after his/her regularly scheduled shift
until the notice requirement is met.

27.4 When an employee's reporting time changes in Section 27.3 without the required notice, for one (1) day only, the employee shall be entitled to payment at time and one‑half (1‑1/2) for the first two (2) hours worked.

27.5 An employee who is scheduled for work and reports for work shall be paid a minimum of four (4) hours, except where the scheduled shift is less than four (4) hours in duration. Then the employee shall be paid for the hours scheduled.

27.6 When a change in reporting time is requested by an employee and approved by the Employer, this article shall not apply.

ARTICLE 28 - SCHEDULING OF VACATION TIME OFF

28.1 The Employer recognizes its obligation to provide employees with the opportunity to utilize accrued vacation benefits each year at the level in which it is earned in that year. The Employer shall use its best efforts to provide vacation time off at times requested by employees consistent with the Employer's operational needs.

a. Accrued vacation and compensatory time shall be considered as paid leave.

b. All requests for scheduled vacation and compensatory time off shall include last day available to work and first day returning to work.

28.2 Consistent with the needs of the Employer and requirements for paid leave relief, employees shall be permitted to choose either a split or entire paid leave. If two or more employees request the same paid leave 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 period, provided such request is made by February 15th for the year (May 1-April 30) being scheduled. Supervisors shall schedule the paid leave, notify the employees that their paid leave has been granted or denied and visibly post the approved vacations in the work area. Notification to employees and the posting of the approved vacations shall be accomplished by March 15th.

Each department will be permitted the opportunity to develop a procedure for the granting of vacations contrary to that which is identified above. This procedure must be deemed acceptable to the work unit by consensus of the parties.

28.3 Written paid leave requests submitted after February 15th will be granted without regard to seniority and will be granted on a first-come first-served basis. The approved paid leave schedule will be visibly posted in the work area. Except when leave is otherwise allowed by Federal or State Law, requests for paid leave must be submitted two pay periods in advance for one (1) or more weeks of paid leave, and as much time in advance as possible for paid leaves of less than one (1) week. An employee shall be notified that the leave request has been granted or denied as soon as possible but within fourteen (14) days of the request.

An employee who seeks to change his/her previously approved paid leave period shall be entitled to do so, except that this choice shall not require any other employee to change that employee's paid leave schedule.

The Employer agrees there shall be no reprisal, coercion, intimidation or discrimination against any employee for the requesting or taking of approved paid leave.

28.4 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.

28.5 Within forty-five (45) days of the signing of this Agreement, the majority of the employees in a work unit may submit to their supervisor a written request to indicate the number of people who may be scheduled off at any one time under normal operating conditions. The supervisor shall post the response within forty-five (45) days of receipt of the written request.

ARTICLE 29 - INCLEMENT WEATHER

29.1 At the discretion of the President or his designee, portions of the Employer may be closed because of inclement weather. Work areas which operate on a continuous 24 hour basis will remain open at all times.

29.2 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.

29.3 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 2 hours of his/her scheduled start time. Employees arriving greater than two (2) hours late, due to inclement weather, shall be paid based upon actual hours worked.

29.4 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.

29.5 At the discretion of the immediate supervisor, an employee may make up time lost, provided it does not require the payment of overtime.

ARTICLE 30 - HOLIDAYS

30.1 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. Every day appointed by OHSU Board of Directors.

When a holiday is specified in this Section and falls on a Saturday, the preceding Friday shall be recognized as the holiday. When a holiday specified in this Section falls on a Sunday, the following Monday shall be recognized as the holiday. The provisions of this paragraph do not apply to work areas predominately operating on a seven (7) day operations schedule, with the exception of Public Safety, ITG/Telecom, Facilities Management (800's and EMC), or Primate Center. These work units may continue this exception by consensus within their respective work unit.

30.2 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 employment status (FTE). 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 employment status (FTE) at the time of the holiday. Employees eligible for holiday compensation may elect to utilize compensatory time or vacation accruals in addition to their holiday compensation to the extent available but only to the maximum of their regular daily work schedule.

Employees who work on a recognized holiday shall be additionally compensated at the rate of time and one-half (1-1/2) for all hours worked.

30.3 The holiday shift is the shift on which at least one-half (½) of the hours of the shift are worked.

30.4 An employee will receive cash for holiday time worked unless the employee requests, in writing, paid leave time off. The paid leave accrual limits established in Article 37, Overtime, apply.

30.5 Employees shall normally be notified of holiday work schedules at least fourteen (14) days in advance in the Hospital Unit and thirty (30) days in advance in the School Unit and Administrative Unit, except in situations over which the Employer has no control.

Employees shall be given an opportunity to request to work or not to work on a holiday. Such requests shall be granted on the basis of seniority in keeping with the operating needs of the Employer.

Should no employee(s) request to work on a holiday, the Employer shall assign the work to the employee(s) with the least seniority from those regularly scheduled to work who are qualified to perform the particular tasks.

The parties recognize that Hospital Administration may designate certain or all hospital units as working a holiday schedule on holidays or days observed as holidays specified in Article 30.1.

Departments are encouraged to develop holiday work schedules and/or resolve concerns regarding holiday schedules utilizing Labor/Management principles.

ARTICLE 31 - VACATIONS

31.1 The following vacation benefits shall apply:

31.2 Accumulation.

a. All full-time, part-time, and Relief employees employed prior to July 1, 1998 will earn the following vacation time for each hour paid up to the maximums listed below.

TIMERATE PER PAID REGULAR HOUR NUMBER OF DAYS PER YEAR*NUMBER OF HRS. PER YEAR*	
In 1st through 5th year.	.0615 PER HOUR PAID
	16128
After 5th through 10th year.	.0731 PER HOUR PAID
	19152
After 10th through 15th year.	.0846 PER HOUR PAID
	22176
After 15th through 20th year.	.0962 PER HOUR PAID
	25200
After 20th year.	.1077 PER HOUR PAID
	28224

*Based on full-time hours paid (1.0 FTE)

b. All full-time, part-time, and Relief employees employed on or after July 1, 1998 will earn the following vacation time for each hour paid up to the maximums listed below.

TIMERATE PER PAID
REGULAR HOUR NUMBER OF
DAYS PER YEAR*NUMBER OF
HRS. PER YEAR*
In 1st through
5th year.0461 PER HOUR
PAID1296

After 5th
through 10th
year.0576 PER HOUR
PAID15120
After 10th
through 15th
year.0692 PER HOUR
PAID18144
After 15th
through 20th
year.0807 PER HOUR
PAID21168
After 20th year.0923 PER HOUR
PAID24192

*Based on full-time hours paid (1.0 FTE)

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

31.4 Use of Vacation.

a. Vacations may be used for scheduled absence at the discretion of the employee consistent with provisions of Article 28, Scheduling of Vacation Time Off.

b. Vacation may also be used for unscheduled absences consistent with the provisions of Article 32.2.

c. Part time employees may access accrued vacation in excess of their FTE with manager approval.

31.5 Vacation 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 do not allow scheduling and taking the time off prior to the accrual of three hundred (300) hours, the employee may request and the Employer shall pay in cash for up to sixty (60) hours of accrued vacation.

31.6 Restoration of Vacation Accrual Rates. Employees who have been separated from employment and return to a permanent position within two (2)

years shall be given credit toward additional vacation accrual rates for service prior to their separations. All time in the exempt or 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.

31.7 Eligibility for Vacation. Time spent by an employee in the Peace Corps, military, educational, or job incurred disability leave without pay shall be considered in determining length of service for vacation.

31.8 Termination Benefit.

a. 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 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.

b. In no instance will this subsection allow cash payment during the first thirteen (13) pay periods of service for unused vacation hours.

31.9. Voluntary Cash Out. Upon mutual agreement between employee and Employer/ Department Manager, vacation may be cashed out for those employees who have a vacation balance of one hundred and twenty (120) or more hours. Hours may be cashed out up to two times per calendar year, up to forty (40) hours each time. Relief employees are eligible for cash out at any time, provided the utilization of accrued time does not exceed 80 hours in a pay period or result in any overtime.

ARTICLE 32 - SICK LEAVE

32.1 Accrual Rate of Sick Leave . A Sick Leave Bank shall be created and sick leave earned as follows:

Sick leave shall be earned by each employee at the rate of .0462 hours per each regular hour paid to a maximum of ninety-six (96) hours per year of service.

32.2 Utilization for 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, injury or death consistent with Article 33.11, Bereavement Leave. 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.

a. Definition of Immediate Family.
Employee's parents, spouse, children, brother, sister, grandchild, grandparents, father-in-law, mother-in-law, son-in-law, or daughter-in-law.

b. Definition of Household Member.
For the purposes of this Article and Article 51, Vacation Donation, a household member shall be defined as a person who lives in the same residence as the employee.

32.3 Eligibility for Sick Leave With Pay. Employees shall be eligible for sick leave with pay immediately upon accrual.

32.4 Excessive Absenteeism. The Employer recognizes that 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 and the Employer. Such excessive absenteeism or inability to perform his/her duties shall be cause for counseling of the employee. For employees making use of contractual sick leave rights due to bona fide illness, progressive discipline will be a consequence only where the employee's absences are so frequent and pervasive that the employee is no longer able to render effective service to the employer and considerations of the circumstances of the employee's absence and work history do not mitigate against discipline or discharge.

Inability to Perform Duties 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. 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 take non-disciplinary action to 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 arbitration provision of this Agreement.

32.5 Physician or Practitioner Certification of Illness or Injury. Certification of an attending physician or practitioner may be required by the Employer to support the employee's claim for sick leave if the Employer has reasonable ground to suspect that the employee is abusing sick leave privileges or for verification of a disability. The Employer may also require such certificate from the employee to determine whether the employee should be allowed to return to work where the Employer has reason to believe that the employee would be unable 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. The request for such certification shall not be considered disciplinary action. In the event of a failure or refusal to supply such a certificate, or if the certificate does not clearly show sufficient disability to preclude the employee from the performance of duties, such sick leave will be canceled, the absence considered to be leave without pay and the employee subject to disciplinary action.

32.6 Sick Leave on Termination. No compensation for accrued sick leave shall be allowed to an employee who is separated from service.

32.7 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.

32.8 Restoration of Sick Leave. Employees who have been separated from employment and return to a position within two (2) years shall have unused sick leave accrued during previous employment restored. This provision shall not

apply to retired employees who return to a position.

32.9 An employee who has a non-job related illness or injury may request and the Employer may grant work that she/he can perform. The Employer shall estimate the duration of the assignment and notify the employee as soon as possible of the anticipated completion date.

32.10 Sick Leave Incentive Conversion to Vacation . Effective September 1, 1998, employees will be afforded the opportunity to convert accrued sick leave to vacation. This conversion shall be based upon an employee's limited utilization of sick leave as noted below, excluding sick leave utilization authorized under either the Family and Medical Leave Act (FMLA) and/or the Oregon Family Leave Act (OFLA) when such recognition has been appropriately requested through the Human Resources Department's Benefit Office.

Conversion shall occur as follows:

1. Six (6) sick leave days will be converted to three (3) vacation days if an employee has accessed zero (0) sick leave days during any calendar year.

2. Four (4) sick leave days will be converted to two (2) vacation days if an employee has access no more than one (1) sick leave day during any calendar year.

3. Two (2) sick leave days will be converted to one (1) vacation day if an employee has accessed no more than two (2) sick leave days during any calendar year.

ARTICLE 33 - OTHER LEAVE

33.1 Pre‑Retirement Counseling Leave. Between age 55 and 70 each or after twenty-nine (29) years of PERS-eligible service with a public employer, each employee shall be granted up to three and one‑half (3‑1/2) days leave with pay 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 shall handicap the efficiency of the employee's work unit.

When the date requested for pre‑retirement leave cannot be granted for the above reason, 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.

33.2 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.

33.3 Other Leaves of Absence With Pay. An employee shall be granted a leave of absence with pay for the following:

a. Service with a Jury. The employee may keep any money paid by the court for serving on a jury, and will be deemed to be working an FTE commensurate with their official status for weekday shifts while serving jury duty. In the event the employee is released from jury duty for a day in which they would otherwise be required to work, and where 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 their supervisor to determine if they will be required to report for work.

b. 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 other than the employee's officially assigned duties. The employee may keep any money paid in connection with the appearance.

c. Taking part without pay in a search or rescue operation at the request of 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.

d. Any time proclaimed by the Governor as leave of absence with pay.

e. Other authorized duties in connection with Employer business.

33.4 Military Training Leave With and Without Pay. An employee of OHSU for six (6) months or more immediately preceding an application for military leave, and who is a member of the National Guard or of any reserve components of the armed forces of the United States is entitled to a leave of absence with pay for a period not exceeding fifteen (15) calendar days (or the number of workdays the employee would customarily work in a typical fifteen (15) calendar day period) in any training year (October 1 through September 30). If the training time for which the employee is called to active duty is longer than fifteen (15) calendar days, the employee may be paid for the first fifteen (15) days only if such time is served for the purpose of discharging an obligation of annual active duty for training in the military reserve or National Guard. An employee voluntarily or involuntarily seeking military leave without pay to attend service school shall be entitled to such leave during a period of active duty training. Persons on military leave without pay will not suffer loss of seniority.

33.5 Military Leave Without Pay. An employee of OHSU shall be entitled to a military leave of absence without pay during a period of service with the armed forces of the United States. He/she shall, upon honorable discharge from such service, be returned to a position in the same class as his/her last held position, at the salary rate prevailing for such class, without loss of seniority or employment rights, unless the employee is entitled to a different position as required by law. Employees shall make application for reinstatement with Employer as required by applicable law following separation from applicable

duty. Failure to comply may terminate reinstatement rights. If it is established that he/she is not physically qualified to perform the duties of his/her former position by reason of such service, he/she shall be reinstated in other work that he/she is able to perform at the nearest appropriate level of pay of his/her former class, or as required by applicable law. Military leave shall be administered in compliance with applicable law and the Employer's policy.

33.6 Court Appearance Leave Without Pay. An employee may request and shall be granted leave without pay for the time required to make an appearance as a plaintiff or defendant in a civil or criminal court proceeding that is not connected with the employee's officially assigned duties.

33.7 Leave of Absence Without Pay.

a. 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 leave of absence without pay or educational leave without pay not to exceed one (1) year.

b. 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 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 in the event of the birth of a child or for the placement of a child under 18 years of age for adoption or foster care 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.

Family medical leave will be administered in accordance with the applicable law and the Employer's policy. All leaves of absence are unpaid. However, an employee may use any accrued vacation or sick leave during the otherwise unpaid portion of the leave. No vacation or sick time will accrue during the otherwise unpaid portion of family leave.

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

33.8 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 shall handicap the efficiency of the employee's work unit.

33.9 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.

33.10 Bereavement Leave. Employees who have earned any form of leave with pay (Vacation/Comp/Sick Leave) shall be eligible to use a reasonable period of time (guarantee of three [3] days) for a death in the immediate family or of a household member as defined in Article 32.2. If the funeral service is over three hundred fifty (350) miles from the employee's residence, the leave shall be for a reasonable time period (a guarantee of five [5] days). If the employee does not have adequate leave, he/she shall be granted leave without pay.

ARTICLE 34 - POSITION DESCRIPTIONS

34.1 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 17, Classification and Classification Changes.

The position description shall be subject to review when necessary or at the request of the employee and any changes shall be developed by the employee and his/her supervisor. Nothing contained herein shall compromise the right or the responsibility of the Employer to assign work consistent with the classification specification.

In addition to the position description, a supervisor may utilize an Action Plan, competencies, or other descriptions of employment expectations. The position description will be used as a basis for preparation of these documents.

ARTICLE 35 - WORK PLANS

35.1 Non-disciplinary Work Plans. When an employee makes written request to his/her supervisor for a work plan, or a supervisor initiates a work plan, the supervisor and employee shall mutually develop such a work plan within a reasonable period of time. Each work plan shall delineate specific job requirements, expectations or objectives requested by either the employee or the supervisor.

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 on work plan, the employee may initiate and the supervisor and the employee shall mutually develop an adjustment of the work plan to set priorities which allow the employee to carry out the changes necessary.

If, after reasonable discussion with the supervisor, an employee refuses to agree to the work plan, the portions of the work plan that the supervisor and the employee have agreed on shall become the mutually developed work plan. The supervisor then shall discuss the problem with the employee, reduce the discussion to writing with a copy to the employee and notify the employee the full work plan is in force, and allow the employee reasonable time for corrective action. Non-disciplinary work plans cannot be grieved by the employee.

35.2 Corrective Measure Work Plan. When the work plan is implemented as a corrective measure, it shall be considered the equivalent of a verbal warning in the progressive disciplinary process. Corrective Measure Work Plans may be grieved by the employee.

ARTICLE 36 - SALARY ADMINISTRATION

36.1 Salary Increase. Employees shall be eligible for consideration for salary increases on the first payroll period following:

a. Completion of the initial twenty-six (26) payroll periods of continuous service as defined in Article 7.6.

b. Annual periods after (a) above until the employee has reached the top of the salary range.

A salary increase shall not be withheld without first providing written notice to an employee including the reason(s) withheld. Such notice shall be provided the employee prior to the eligibility date. Withholding an increase shall be considered a disciplinary action.

Salary increases reflect the minimum compensation levels to be provided an employee. Nothing in this Agreement shall be construed as a limitation upon the Employer from providing an employee with a merit-based step adjustment or lump sum bonus at any time in which the Employer deems such action to be appropriate. The Employer will permit the Union the opportunity to recommend criteria for the Employer's consideration of any lump sum bonus program through an appropriate advisory committee. The Employer shall retain the sole right to determine the application of any merit-based step adjustment or lump sum bonus decision.

36.2 Salary on Demotion. Whenever an employee demotes to a job classification in a lower range that has a salary rate the same as the previous salary step, the employee's salary shall be maintained at that step in the lower range.

Whenever an employee demotes to a job classification in a salary range which does not have corresponding salary steps with the employee's previous salary but is within the new salary range, the employee's salary shall be maintained at the current rate until the next eligibility date. At the employee's next eligibility date, if qualified, the employee shall be granted a salary rate increase of one full step within the new salary range plus that amount that their current salary rate is below the next higher rate in the new salary range. This increase shall not exceed the highest rate in the new salary range.

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

This Section shall not apply to demotions resulting from official disciplinary actions, or where an employee wishes to demote to a position for which the employee is not fully qualified but which the Employer is willing to train. In the later instance, the employee will be placed on the salary schedule at a step commensurate with his/her experience for the position.

36.3 Salary on Promotion. An employee shall be given an increase to the step in the new salary range which constitutes at least a four percent (4%) pay increase.

36.4 Salary on Lateral Transfer. An employee's salary shall remain the same when transferring from one position to another which has the same salary range.

36.5 Effect of Layoff. 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 salary eligibility date shall be adjusted by the amount of time served on the layoff list.

36.6 Final Paychecks.

a. When a regular employee is discharged or an employee is removed during their 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.

b. When an employee voluntarily resigns, the employee shall receive his/her final paycheck on the next regularly scheduled pay day.

36.7 Rate of Pay on Appointment from Layoff. When an individual is appointed from a layoff list to a position in the same class in which the person was previously employed, the person shall be paid at the same salary step at which such employee was being paid at the time of layoff.

ARTICLE 37 - OVERTIME

37.1 This Article is intended only to provide a basis for the calculation of overtime and none of its provision shall be construed as a guarantee of any minimum or maximum hours of work or weeks of work to any employee or to any group of employees.

37.2 Employees shall be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay for overtime worked under the following conditions, but in no event shall such compensation be received twice for the same hours.

a. Employees on a Standard Work Schedule shall receive overtime for all assigned work in excess of eight (8) hours on any scheduled eight (8) hour work day and all assigned work in excess of forty (40) hours in any one (1) work week.

b. Full-time Employees on an Alternate Work Schedule shall receive overtime for all assigned work in excess of the scheduled hours each day or in excess of the forty (40) hours in any one (1) work week except for those Hospital units on a fourteen (14) day work week, in which case overtime shall be received for all assigned work in excess of eight (8) hours in a day or in excess of eighty (80) hours in any such fourteen (14) day work period.

c. In a Split Shift the time an employee works after twelve (12) hours from the time the employee initially reports for work is overtime.

d. Part-time Employees scheduled for less than forty (40) hours in a week shall receive straight time for additional time worked rather than overtime until the hours worked exceed eight (8) hours per day or forty (40) hours per week. Part-time employees scheduled for more than eight (8) hours in a day shall receive overtime compensation for all hours worked in excess of the hours scheduled for the day, or in excess of forty hours worked in a week. Part-time employees on extended work weeks shall not receive overtime until they exceed eight (8) hours per day or eighty (80) hours per extended work week.

37.3 All time for which an employee has worked or utilized accrued vacation time will be used in the calculation of overtime.

37.4 Scheduled overtime is defined as overtime work requirements that the Employer is aware of at least five (5) days in advance. Unscheduled overtime is defined as overtime work requirements that the Employer becomes aware of less than five (5) days in advance.

37.5 The Employer shall give reasonable notice of any overtime to be worked. Employees required to work scheduled overtime beyond their normal scheduled shift shall be compensated for a minimum of one (1) hour at the overtime rate. After the first hour, overtime shall be compensated on the basis of the nearest tenth (.1) of an hour. Compensation for unscheduled overtime beyond the normal work schedule shall be in tenths (.1) of an hour.

37.6 Each work unit, with consensus of the employees, shall have the opportunity to develop creative methods of overtime scheduling. Otherwise, overtime work shall be offered to those employees eligible and qualified to perform the work, and shall be given to the most senior employees who bid. Should no employee bid to work overtime, the overtime shall be assigned on a rotating basis beginning with the least senior employee. Health and safety of employees and clients shall be considered in granting overtime; therefore, employees shall be limited to sixteen (16) consecutive hours (to include regular shift plus overtime) in a twenty-four (24) hour period. In all cases of an emergency, the Employer may assign overtime to any employee as operating needs require.

37.7 Employees shall receive cash for overtime worked. Alternatively, employees may request in writing, and may be granted compensatory time by their supervisor in lieu of cash.

37.8 No application of this Article shall be construed or interpreted to provide for compensation for overtime at a rate exceeding time and one-half (1-1/2) or to effect a "pyramiding" of overtime and all forms of premium pay.

37.9 Supervisors shall not perform overtime work normally done by employees working under the jurisdiction of this Agreement, except in an emergency.

37.10 Employees may accrue up to the cash equivalent of eighty (80) hours of compensatory time.

ARTICLE 38 - SHIFT DIFFERENTIAL

38.1 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.

38.2 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.

38.3 The shift differential shall apply to all hours worked during that shift. If an employee works ½ of his/her shift in each of the "shifts," the employee shall receive the higher differential for all hours worked. For purposes of this Article, overtime hours worked shall constitute the

commencement of a new work shift to determine shift differential applicability.

38.4 Annually on January 1, the shift differentials for evening and night shift shall be compared to the arithmetic mean of five (5) Portland hospitals - Good Samaritan, Kaiser, St. Vincent, Providence and Emanuel using the following five (5) classifications: Custodian, Pharmacist, Medical Technologist, Food Service Worker and Radiologic Technologist. The OHSU differentials will be adjusted to the mean if the mean is greater than or equal to 5% higher than the current OHSU differential rate. A difference of less than 5% will be adjusted only if it occurs for two (2) consecutive years.

ARTICLE 39 - ON-CALL

39.1 An employee shall be on-call when required to be available for work outside his/her normal working hours and meet all of the following conditions: The employee is required to leave word with the Employer where he/she can be contacted during a specified period of time. The employee is required and must be prepared to immediately commence full-time work if the need arises.

39.2 On-call time shall not be counted as time worked in the computation of overtime compensation.

39.3 An employee shall not be on-call once he/she actually commences performing assigned duties and receives the appropriate rate of pay for time worked.

39.4 Employees shall be paid one (1) hour's pay at the regular 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 to accumulate all or a portion of on-call pay as paid leave.

39.5 An employee who is called back to work shall be paid a minimum of two (2) hours at the overtime rate of pay of one and one-half (1-1/2) time computed from when the employee actually begins work. 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. The employee who is called-back shall receive private car mileage, both ways, between home and the duty station at the rate prescribed in Article 46, Travel and Mileage Allowance.

39.6 Employees answering calls while on-call from home, and performing work at home shall be compensated as described below:

a. Work performed 0-6 minutes Compensated 30 minutes at appropriate rate*
Work performed 6-30 minutes Compensated 1 hour at appropriate rate*
Work performed 30 minutes-2hours Compensated 2 hours at appropriate rate*
Work performed 2 hours or greater Compensated at appropriate rate*

b. Multiple calls/work

1) 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.

2) 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.

c. If the phone call is only to notify the employee that she/he must return to OHSU to perform work and no effort is made to resolve the problem from home, the only compensation is that provided in Article 39 section 5.

d. If the employee makes an attempt to resolve the problem/performs work at home, she/he shall be paid as specified above. If the attempt is not successful and the employee must return to OHSU, the employee is further compensated as provided in this Article.

e. At no time shall an employee be compensated for more hours than their scheduled on-call hours, while performing on-call services under this Article.

39.7 If the conditions in 39.6 above are met, all time logged shall be paid either straight time or overtime whichever is applicable, in addition to his/her on-call pay. Time spent shall be reimbursed in tenths of an hour.

39.8 In-House Standby Compensation

a. In-house standby to be paid at the rate of $5.00/hr.** This will serve as compensation for the inconvenience of having to remain in-house while not actively involved in the performance of their regular assignments or related tasks.

b. Upon notification by either telephone or beeper that the employee's services are needed, the in-house standby compensation of $5.00/hr.** will be suspended, and the employee will be compensated at either the regular or overtime rate. This will be determined by whether or not the employee's work hours has exceeded 8 hours in the day or 40 hours in the week.

When all duties are completed, the in-house standby compensation will resume.

c. Employees on in-house standby will be provided with a private, locked sleeping room to include the following items:

1. bed or stretcher with clean linen and blankets
2. desk or counter with lamp and chair
3. telephone
4. television

* Appropriate rate includes overtime, shift differential and/or any other applicable compensation.

** 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.

ARTICLE 40 - CALL BACK COMPENSATION

40.1 Call-back is an occasion where all of the following conditions are met: an employee has been released from duty and is called back prior to

his/her next regularly scheduled reporting time; employee was not on-call at the time he/she was called back; employee returns to, and commences work; and employee is released from duty prior to his/her next reporting time. It is distinguished from a change in reporting time.

40.2 An employee who is called back to work shall be paid a minimum of two (2) hours at the overtime rate of pay of one and one-half (1-1/2) time computed from when the employee actually begins work. 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.

40.3 Where 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.

40.4 In instances covered by this Article, an employee will receive private car mileage, both ways, between home and the duty station at the rate prescribed in Article 46, Travel and Mileage Allowance.

ARTICLE 41 - 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 identify the nature of the emergency.

ARTICLE 42 - INSURANCE CONTRIBUTION

42.1 Notwithstanding any past practice to the contrary, an employer contribution will be made for each eligible employee who has paid regular hours in the qualifying consecutive pay periods which are at least fifty per cent (50%) of regular full time hours for the qualifying month, and participates in the University Flex benefits program. Temporary and Flex Staff employees are not eligible to participate in such program. The schedule of qualifying pay periods is attached hereto as Appendix "F."

42.2 The Employer agrees to provide the following insurance contributions for each employee that is entitled to insurance benefit coverage. The level of the Employer's insurance contribution shall be determined at the end of each qualifying quarter after the employee has achieved benefit eligible status. The Employer contribution as noted in subsections "a," "b," and c below will be determined by averaging the employee's regular paid hours for all paydays within a qualifying quarter. The contribution for new hires or current employees who change to benefit eligible status will be determined by the employee's FTE designation until the employee has worked one full qualifying quarter of coverage as identified above. For purposes of this Article, employees who hold FTE status of 1.0 to .80 shall be considered full-time. Employees who hold FTE status of .5 to .79 shall be considered part-time.

a. OHSU agrees to provide AFSCME employees funding for benefits in 2003 at the level of the $250 deductible PPO plan outlined above; and in 2004 agrees to provide AFSCME employees funding for health care benefits based on the highest cost among the 3-tier plan for benefits beginning January 2004. Benefit funds shall include funding for Medical, Core Life Insurance, Vision, Prescription and ODS Dental Insurance (or its equivalent), based on quoted plan renewals:

b. For Benefit Year 2003: Effective the first day of the first pay period in December, 2002 Full Time Employees will be provided funding as follows:

Employee Only	100% of the premium cost
Employee and spouse/dependent partner	85% of the premium cost
Employee and Child	85% of the premium cost
Employee, Spouse and Children	85% of the premium cost

Part time employees shall receive 77% of the full time contribution of each tier.

The schedule for benefits opt-out shall be reduced by 15% beginning January 1, 2003.

c. Employees who have qualified in FTE pay status for 1.0 to .80 of available regular paid hours shall be as follows:

For Benefit Year 2004: Effective the first day of the first pay period in December, 2003 Full Time Employees will be provided funding as follows:

Employee Only	100% of the premium cost
Employee and spouse/dependent partner	80% of the premium cost
Employee and Children	80% of the premium cost
Employee, Spouse and Children	80% of the premium cost

Part time employees shall receive 77% of the full time contribution of each tier.

The schedule for benefits opt-out shall be reduced by 5% beginning January 1, 2004.

d. Employees who have qualified in FTE pay status for .5 to .79 of available regular paid hours shall be as follows:

For Benefit Year 2005
There shall be a benefit funding re-opener in the third year of the agreement.

42.3 Employees become eligible for insurance coverage based upon holding a status of 0..5 FTE or greater or the equivalent in average hours worked during a qualifying quarter. The relationship of qualifying quarters to the contribution period and covered months are noted on the following table:

Qualifying Quarterly Review Period	Monthly Contribution / Deduction Begins	Insurance Coverage by Month
December		
January		

February
"

March "
April "
May "

April
May
June
March
April
May
"

June "
July "
August "

July
August
September
June
July
August
"

September "
October "
November "

October
November
December
September
October
November
"

December "
January "
February "

January
February
March

42.4 It is agreed that insurance coverage is governed by the OHSU Employee

Benefits Council rules, consistent with the requirements of the FMLA, and that an employee who falls below the fifty percent (50%) qualifying requirement during any qualifying consecutive pay periods for a given month does not qualify for coverage nor receive a contribution for insurance coverage.

42.5 The Employer agrees to institute an automatic payroll transfer of available accruals from an employee's vacation and/or Compensatory Time Off (Comp) bank to an employee's wages, should an employee otherwise fail to meet the fifty percent (50%) eligibility requirement as noted above. The Employer shall transfer an amount of available vacation and/or Comp bank accruals necessary to insure employee insurance contribution eligibility. The employee may waive his/her right to this automatic transfer by notifying the Employer in writing of his/her intent to waive such right prior to the end of the qualifying month. This provision does not apply to Relief employees or other employees who are not working on a regularly scheduled basis.

42.6 Enrollment in health care insurance plans

a. Newly hired employees with an appointment of 0.5 FTE or greater are eligible for insurance coverage on the first of the month following completion of a three (3) month waiting period. These employees must enroll in medical, core life insurance, and dental insurance within sixty (60) days following the date of hire. The contribution and coverage shall be effective the first of the month following completion of a three (3) month waiting period. Up to ninety (90) days of temporary employment as described in Article 16 shall be counted toward the waiting period. The employer may also waive any portion of the waiting period on an individual employment basis as determined appropriate by the Human Resources Department.

b. Part-time employees (less than 0.5 FTE) or Relief employees who achieve a change in FTE status to 0.5 FTE or greater shall become eligible for insurance coverage on the first of the month following completion of a two (2) month waiting period. These employees must enroll in medical, core life insurance and dental insurance within thirty (30) days of the appointment to 0.5 FTE or greater. The contribution and coverage shall be effective the first day of the third month following appointment to 0.5 FTE. The employer may also waive any portion of this waiting period as determined by the Human Resources Department.

42.7 Eligible employees shall be allowed to self pay medical and dental insurance provided they apply within thirty (30) days of the date of their employment or change to eligible benefit status. Coverage will begin on the first of the next calendar month following the date of submission of the application.

42.8 Default Insurance Coverage. Employees covered by the Employer's program for default insurance coverage shall receive an employer insurance contribution equivalent to the premium cost of the applicable default plan or amount provided by the collective bargaining provision, whichever is less. Unused contribution dollars will be available at least a minimum of one calendar quarter following the effective date or from when enrollment forms are submitted.

42.9 Employer Premium Reduction. The parties acknowledge that the Employer may be permitted an offset or reduction of its premium expense through the use of plan funds. This provision shall not diminish contribution levels made on the behalf of employees as negotiated in 42.2.

ARTICLE 43 - WORKERS COMPENSATION

43.1 As soon as possible after sustaining an on-the-job injury or illness, the employee will report to his/her supervisor, contact the workers' compensation claim reporting center at 1-800-934-3068 and seek medical attention, if indicated. 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.

43.2 The following sections of this Article pertain only to an employee who has a recognized work-related injury or illness as determined by the Workers Compensation insurance carrier/TPA (Third Party Administrator) or the Workers' Compensation Board.

43.3 Physician's Certification. Certification by the employee's attending physician that the physician approves the employee's return to his/her regular employment or other modified, suitable and available employment shall be prima facie evidence that the employee should be able to perform such duties.

43.4 Time Loss. If the work-related injury or illness prevents the employee from returning to his/her 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 for employees who are off work due to an on-the-job injury or illness at the time of the signing of this Agreement.

b. The employee shall become eligible to receive compensation from the Workers' Compensation insurance carrier/TPA in accordance with Oregon law.

c. Seniority shall accrue while the employee is on leave without pay at the employee's regular rate for up to three (3) years.

d. A position in the employee's classification in the employee's work unit shall be held for his/her return for a maximum of ninety days beginning with the first day of absence subsequent to the injury or illness, or the attending physician certifies that the employee will not be able to return within 90 days, whichever occurs first.

e. The employee's reinstatement rights to other suitable and available employment, pursuant to ORS 659 415 and 659 420 and as defined in OAR 839-06-140 and OAR 839-06-145, will continue up to three (3) years beginning the first day of absence subsequent to the injury or illness. The employee's reinstatement rights may be terminated for the reasons set forth in ORS 659 415 and 659 420. If the employee is not reinstated within the three (3) year period, the employee will be terminated.

43.5 Released for Work. Upon certification by the employee's attending physician that the employee should be able to assume his/her regular employment or other modified, suitable work, the employee will notify his/her supervisor within seven (7) work days. If work is available, the employee will be offered

the work and given five (5) days to notify the Employer that he/she accepts. The employee will be reinstated upon acceptance by the employee; the employee will be compensated at his/her regular rate of pay for temporary work and the appropriate rate of pay for permanent work. The employee shall be deemed to have resigned if the work is not accepted or if the employee fails to report for work in a timely manner of his/her response to an offer of employment.

43.6 It is understood by the parties that the Employer is responsible for briefing the injured employee on his/her rights and responsibilities under this Article.

43.7 Complete Disability. Upon certification by the employee's attending physician 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 compensated for total disability by the Workers' Compensation insurance carrier. 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.

43.8 Beginning the first full month after an injured employee has been placed on leave without pay, the Employer shall continue to provide his/her health and dental insurance by making the necessary monthly premium for up to one (1) year. Should an injured employee's leave exceed one (1) year, then the employee may continue his/her health and dental insurance by reimbursing the Employer for the monthly premium. 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 44 - UNIFORMS

44.1 All Employees who are required to wear lab coats or any type of uniform, shall be furnished three (3) complete uniforms upon appointment. Necessary replacement uniform items as specified by employees will be provided as requested, up to the value of two (2) complete uniforms per employment year. A list of classifications within departments who will receive uniforms during the term of this Agreement shall be listed in Appendix A. This list will describe the components of the uniform during the life of this Agreement.

44.2 Admitting. Each Admitting Representative shall be furnished two (2) jackets at the time of their hire. Annually thereafter, the department will make a replacement jacket available to each Admitting Representative as needed.

If a change in the style/color in uniform is required, two (2) uniforms of the new style/color will be provided or employees will be allowed to wear the former uniform for one year.

44.3 Facilities Management. Each Facilities Management employee required to wear a uniform shall be furnished five (5) shirts and shall have available to them up to two (2) pairs of pants at time of hire. Annually thereafter, the department will provide two (2) replacement shirts and pants available as needed. Employees desiring to purchase their own pants in lieu of those offered by the Employer, shall be afforded a $25.50 pant allowance per year.

44.4 Uniformed personnel shall have the cost of dry cleaning of the assigned non-washable uniform borne by the Employer.

ARTICLE 45 - TUITION

Employees shall be afforded the opportunity for tuition discounts as provided by OHSU.

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ARTICLE 46 - TRAVEL AND MILEAGE ALLOWANCE

46.1 Mileage. An employee who has been authorized use of a private vehicle for official business shall be reimbursed at the rate set by OHSU policy, not to fall below the amount as set by OHSU on June 30, 2002.

46.2 In-State Travel. In-state travel means all travel from a point of origin within Oregon to a point of destination within the state.

a. An employee shall receive a meal allowance for expenses incurred while on in-state travel status only when an employee qualifies for lodging allowance or is eligible for one (1) day travel allowance, as set by OHSU policy, not to fall below the amount as set by OHSU on June 30, 2002.

Employees assigned to attend a conference or training shall qualify for meal subsistence expense reimbursement only if the conference or training schedule includes a meal or meals as part of the agenda or if the employee is on travel status.

c. Employees assigned to travel status shall receive an allowance for lodging only when the traveler would not reasonably be expected to return to his/her residence between work shifts, as set by OHSU policy, not to fall below the amount as set by OHSU on June 30, 2002.

The employee's residence is the actual dwelling place of the employee, determined without regard to any other legal or mailing address. Employees may exceed the limitation with prior Employer approval.

46.3 Out-of-State Travel. Out-of-state travel means all travel from a point of origin in Oregon to a point of destination in another state, and return there from.

Employees shall be authorized actual lodging expenses (minimum available for accommodations), including taxes on lodging, supported by a receipt and reimbursement for meals as set by OHSU policy, not to fall below the amount as set by OHSU on June 30, 2002.

46.4 Special Rates.

a. Non-Commercial Per Diem as set by OHSU policy, not to fall below the amount as set by OHSU on June 30, 2002 This rate applies to any travel situation where an employee does not stay in commercial lodging. No receipts are necessary.

b. Employer Provided Facility as set by OHSU policy, not to fall below the amount as set by OHSU on June 30, 2002.

46.5 Expenses for Meals. Notwithstanding Section 2(a), expenses for meals shall be reimbursed when:

a. The employee is traveling during a meal period on a commercial or chartered carrier, such as a bus, airline, train or ambulance, exclusive of transportation within thirty-five (35) miles of the employee's assigned work site.

b. The employee is responsible for providing a meal(s) for an individual who is in the care, custody or control of the Employer.

46.6 General Conditions. Travel expenses include subsistence expense charges for meals and lodging, and miscellaneous expense charges for business telephone calls, telegrams, postage, registration fees, taxes on lodging accommodations, and emergency equipment or supply purchases.

On the first day of travel status, an employee shall be reimbursed for a personal telephone call to his/her residence, and may continue to be reimbursed every other day for a personal telephone call. Each telephone call must be kept to a reasonable length, normally three (3) minutes.

Travel expenses do not include personal expenses incurred by the employee such as tips, laundry, cost of hair care, alcoholic beverages, shoe shines, and other personal expenses and shall not be authorized at any time.

Expense Accounts are to be submitted not more often than once per pay period. If, however, the amount claimed is less than ten dollars ($10.00), submission may be deferred until this amount is exceeded, except that claims should be paid within the calendar quarter to which they apply. When making a claim for travel expenses, the employee must show the inclusive dates of each trip for which reimbursement(s) are claimed and the time of departure and return. Time of departure and return, as used herein, means the time employee starts from or returns to his/her official station or when for economy or for personal reason, if approved by the Employer, he/she leaves from and returns to his/her residence.

ARTICLE 47 - PARKING

47.1 The Parking Committee will develop and publish a problem/concern resolution process within sixty (60) days of ratification of this Agreement.

47.2 The Employer agrees that it will give thirty (30) days advanced notice to the Union of any proposed changes in parking rates for Employer operated parking facilities and that it will offer the Union an opportunity for input. 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.

47.3 Those employees working a "swing shift" shall continue to pay the present prorated parking only for those hours worked between 8:00 a.m. and 5:00 p.m.

47.4 The Union shall be allowed two (2) appointments on the Vehicle Accident Review Board. The Union representatives shall be given on-duty time to participate.

47.5 At least one member of the bargaining unit shall be appointed to the University Parking Committee (UPC). The Employer shall consult with the Union prior to making this appointment.

47.6 Labor/Management interests are to share short and long range planning data. The UPC will provide minimally a semi-annual report to the Union of its plans. This information will be posted to the Labor/Management bulletin boards.

47.7 Night shift employees in the parking program (with a sticker) parking in Red Zone will not be ticketed until after 10:00 a.m. Night employees without a sticker will need to call the Parking Office if they will be parking after 8:00 a.m. Night employees who elect to park in the Gold Zone (with or without a sticker) will be ticketed after 8:00 a.m.

Night employees who work "doubles" need to call the Parking Office to avoid getting ticketed. An employee who is in the parking program will be charged a half (½) day rate; an employee who does not belong to the parking program will be charged a full day rate.

47.8 When an employee is called in to work unexpectedly or on-call, the employee's supervisor will call the Parking Office to provide employee's name and license plate number. The employee may then park in an area as directed by the Parking Office. The employee will pay the appropriate parking rate.

47.9 Though tickets will not be issued during inclement weather, employees are expected to avoid patient lots, restricted areas, ambulance areas and meters.

47.10 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. The departments are encouraged to reimburse those costs, if possible.

ARTICLE 48 - SALARY INCREASE AND PAY DIFFERENTIALS

48.1 Salary Increase. The Employer shall provide a two and one-half percent (2.5%) across the board salary adjustment for all classified employees covered by this Agreement effective the first pay period of July, 2002. The Employer shall provide a two and one-half percent (2.5%) across the board salary adjustment effective with the first pay period of July 2003. Employees whose compensation remains above the salary range for their classification will be entitled to an across the board salary adjustment of one-and one-quarter percent (1.25%) effective the first pay period of July, 2002 and July, 2003. The parties agree to re-open collective bargaining regarding wages for the third contract year, as specified in Article 61.4.

48.2 The following premium pay differentials shall be effective throughout the term of this Agreement:

a. 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 supervisor; 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.

b. Bi-lingual Differential

The Employer agrees to compensate AFSCME represented employees with a bi-lingual differential of five percent (5%) for all compensated hours for those employees that meet the following criteria and for which are not currently employed by the University's Interpretive Services Department.

1. Employer has assigned such employee to speak and/or write with the Employer's customers (patients, faculty, and staff) in a recognized and approved language other than the English language.

2. Employee's Job Description must include the requirement that such employee be required to speak and/or write bi-lingually in both the English language as well as a specific recognized language approved by the Employer. The department will make the sole determination whether or not such language skill is necessary for completion of their mission and the inclusion in an employee's Job Description.

3. Employee must have successfully completed an appropriate non-medical language examination certifying their ability to speak and/or write in a language deemed necessary as noted in "be" above. Certain employees may also be required to provide medical language interpretation which will require their successful completion of an appropriate medical language examination certifying their ability to speak and/or write in a language deemed necessary as noted in "be" above. Interpretive Services shall be responsible for the creation and administration of any such examination(s).

4. Employee must be expected to speak and/or write in the recognized and approved language a minimum of four (4) hours a week.

c. Angiography Backup Service

The Employer will offer qualified Angiographic Technologists a bonus in the event the Employer requests that such employee provide "back-up" assistance to the department. An Angiographic 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 Technologist assigned as "back-up" during the regular work week, will assume "back-up" responsibility after regular work hours and until the next regular work day begins. On "back-up" assignments occurring on a Friday, Saturday or Sunday, an employee's "back-up" coverage extends through 7:30 a.m. the next morning.

Once accepted, the Angiographic Technologist will be entitled to the appropriate bonus as noted below, together with the contractual compensation due "on-call" employees if called back to work.

$50.00 - - if asked before leaving the work site Monday through Thursday (due to a case in progress).

$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.

d. Radiation Therapy Backup Service

The purpose of this Agreement is to provide an incentive for employees who are not otherwise scheduled on-call, but who are willing to serve as "back-up" help and remain available to the Employer to respond to the Employer's emergent needs when additional staffing becomes necessary beyond the services of the regularly scheduled on-call employee.

For purposes of this Agreement, it is understood that the Employer will offer qualified Radiation Therapists a bonus in the event the Employer requests that such employee provide "back-up" assistance to the department. A Radiation Therapist will only be offered a "back-up" assignment if authorized by a Radiation Oncologist within the department. A 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.

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, together with the contractual compensation due "on-call" employees if called back to work.

e. Respiratory Care Practitioner

Respiratory Therapists/Respiratory Care Practitioners shall receive a ten percent (10%) differential for all hours paid for registration as a Registered Respiratory Therapist (RRT) by the National Board of Respiratory Care.

f. High Work

Employees shall receive 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.

g. Clinical Specialist Pharmacist

Pharmacists who are assigned as Clinical Specialists shall receive a five percent (5%) differential for all hours paid.

48.3 The following selective three-step salary adjustment went into effect June 17, 2002:

Class #	Class Title	Current Range	New Range
6260A	Pharmacist	34	37

48.4 The following selective two-step salary adjustment will be effective the first pay period of July, 2002:

Class #	Class Title	Current Range	New Range

6508A Occupational Therapist
27 29
6503A Physical Therapist
27 29
6200A Speech/Language Pathologist
27 29

48.5 The following selective one-step salary adjustments will be effective the first pay period of July, 2002:

Class #	Class Title	Current Range	New Range
6117A	Anesthesia Technician	15	16
6800A	Biochemical Genetics Technician	25	26
6844A	Clinical Cytogenetics Technologist	25	26
6268A	Clinical Dietitian	25	26
6269A	Clinical Dietitian Specialist	26	27
9117A	Cook 2	16	17
6839A	Cytotechnologist	26	27
6396A	Dental Hygienist	24	25
6846A	DNA Diagnostic Lab Technologist	25	26
6338A	Dosimetrist	33	34
6325A	Electron Microscopy Technologist 1	17	18
6326A	Electron Microscopy Technologist 2	25	26
4475A	Elevator Mechanic	27A	28T
4420A	Equipment Operator 1	13	14
6842A	Histocompatibility Technologist	25	26
6840A	Histotechnologist	21	22
6805A	Laboratory Aide	7	8
6808A	Lab Aide Coordinator	12	13
6824A	Laboratory Section Coordinator	27	28
4227A	Locksmith	20A	21B
4118A	Maintenance/Laborer Coordinator	15	

16

6821A Medical Lab technician 2

20 21

6823A Medical Lab Technologist 25

26

1483A Network Communications Engineer 1 32

33

1484A Network Communications Engineer 2 34

35

1485A Network Communications Engineer 3 36

37

1486A Network Engineer 1

32 33

1487A Network Engineer 2

34 35

1488A Network Engineer 3

36 37

6386A Pharmacy Technician

16 17

6345A Radiation Therapy Technologist 29

30

6115A Surgical Services Technician 19

20

6001A Transportation Aide 1

9 10

6002A Transportation Aide 2

10J 11B

6003A Transportation Aide 3

13 14

48.6The following selective salary adjustments equal to one-half step (1/2) will be effective the first pay period of July, 2002:

Class #	Class Title	Current Range	New Range
1211A	Accountant	23	23B
1212A	Accountant, Senior	27	27B
1210A	Accounting Specialist	22	22B
4207A	Carpenter	22T	23A
0230A	Cashier 1	10	10J
4103A	Custodial Services Coordinator	13	13B
4101A	Custodian	9B	10A
1213A	Financial Analyst	23	23B
1214A	Financial Analyst, Senior	27	27B
9101A	Food Service Worker	9B	10A
6109A	Hospital Aide		

9			9B
	6107A	Medical Aide (CAN)	
13			13B
	4209A	Painter	
20T			21B
	0705A	Property Specialist 1	
10			10B
	0706A	Property Specialist 2	
13			13B
	0707A	Property Specialist 3	
15			15B

48.7 Upon implementation of the new salary ranges, incumbent employees will be adjusted to the next higher rate in the new range that is at least four percent (4%) above their current rate. Employees shall retain their original merit salary increase date, except for those employees already at the top step in the previous salary range whose merit salary date shall be adjusted to be one (1) year from the date of implementation of the new salary range.

ARTICLE 49 - TRANSPORT WORK

49.1 The Employer agrees to pay each employee a bonus of $ 65.00 in addition to his/her regular rate of pay for each transport assignment. Should the transport occur on overtime, the bonus will not be at time and one half.

49.2 The Employer agrees to contract only with transport services that are in compliance with Federal and State laws and regulations applicable to such transport.

49.3 The Employer shall provide accidental death and dismemberment insurance in the amount of $500,000 for authorized employees who are engaged in air transport.

ARTICLE 50 - LICENSED PRACTICAL NURSES

The LPN is not only responsible for high quality nursing care under the direction of the Registered Nurse and/or physician, but also performs certain functions independently. For the assumption of these responsibilities and sharing duties, the LPN shall be classified apart from non-licensed auxiliary nursing personnel.

The Employer recognizes that the LPN should be utilized to render bedside nursing care and other nursing functions assigned by the Employer consistent with occupational training and skill. The Employer may utilize LPNs to pass medications.

The Employer shall provide LPN related in-service training programs which shall be open to all LPNs wishing to attend when staffing permits and shall also provide in-service orientation in pharmacology and I.V. monitoring to all inpatient service LPNs.

As soon as possible after hiring and annually thereafter, the Employer shall provide tuberculosis screening at no cost to the employee.

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 Hospital Director or Outpatient Clinic Administrator.

ARTICLE 51 - VACATION DONATION

51.1 A permanent employee, after having completed the Probationary Period with the Employer, may be eligible to receive vacation donations only if all the conditions described below are met:

a. the employee or an employee's immediate family or household member has an extended or catastrophic illness or injury, or death;

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

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

51.2 Donation. The eligible employee may receive donated vacation time in full hour increments to a maximum of 480 hours per calendar year.

51.3 Donations may be made by employees of the Employer to an eligible employee following approval of a request by the Labor Management Steering Committee. 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.

Individuals who are willing to donate undesignated vacation to any individual in need and who meet the criteria established above may indicate their intent by sending a memo to the LMC office. LMC will establish a registry of available donors. AFSCME-represented employees in need of donated leave may make a request for such undesignated leave by contacting the LMC office. The LMC shall establish appropriate policies to facilitate this provision of the Contract.

51.4 A non-represented Employer employee may receive donations from a represented employee, if permission is granted by the employer, and a non-represented employee may donate to a represented employee.

51.5 The donation shall be converted to a dollar amount based upon the donor's salary rate, and credited to the donee employee's sick leave bank at his/her hourly rate. Unused donated leave may not be recovered by the donor employee.

51.6 No exceptions shall be made to the provisions of this Article.

ARTICLE 52 - PERFORMANCE FEEDBACK

52.1 Both Labor and Management value performance feedback among employees, managers and peers as a team. Both Labor and Management respect the rights of individuals to have personal feedback in a manner which promotes candidness, development, and individual contributions to the workplace. As well, this feedback may take various forms but is always timely, honest and supportive of the worth of the individual as a vital member of the team.

Reciprocating feedback may take the form of a formal evaluative instrument directed towards the performance of the team. In order for team performance to

be evaluated formally, teams must collectively identify their goals and mutual performance expectations put in place to reach these goals.

Training will be available through the Labor/Management Steering Committee that will support the development of appropriate instruments and feedback mechanisms, collaborative goal setting, etc.

It is not intended that this section on Performance Feedback be grievable, and information provided as performance feedback is not intended to be used to substantiate disciplinary action.

ARTICLE 53 - NEW TECHNOLOGY

53.1 Should OHSU decide to implement a new technology or implement 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, management commits to the following:

1. The appropriate manager will seek involvement in this implementation from his/her employees including an appropriate number of AFSCME represented employees.

2. The manager will facilitate the development of an implementation plan of appropriate detail and determine the names of people to be trained.

3. 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 who receives training and when, 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.

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

ARTICLE 54 - 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.

ARTICLE 55 - CHILD CARE

It is recognized there are diverse interests in child care needs and options that include, but are not limited to, sick child care and after hours care.

It is further recognized that employees have responsibility for making their own specific child care arrangements. To this end, managers, co-workers and employees with children need to be flexible in balancing child care and workplace needs.

To provide a process for addressing the variety of child care issues at OHSU, a Child Care Committee with Labor/Management representation shall continue to pursue child care interests brought forward by employees.

ARTICLE 56 - LABOR MANAGEMENT COMMITTEE

OBJECTIVES: The shared objectives of the partnership shall include the following:

1. Promoting "Service Excellence."
2. Recognizing the values of each organization.
3. Seeking solutions from which both parties gain.
4. Recognizing the political nature of each organization.
5. Solving problems at the lowest level possible within each organization.
6. Creating a flexible, cost effective, responsive and highly competitive organization.
7. Sharing information, interests and concerns at the highest level in each organization.

The partners agree to focus activities in the following areas:

1. Communication
2. Problem-solving (strategic issues)
3. Campus-wide Strategic Planning

COMPOSITION: The Labor/Management Committee (LMC) is composed of five (5) members from each organization.

COMMITMENT. AFSCME and OHSU 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 Union and OHSU agree to use the Code of Conduct as constituted on 4/16/02 as a guideline to facilitate the promotion of a positive work environment. Should the Code of Conduct be amended in the future, the LMC may agree to incorporate in this Article by reference the new language.

The LMC shall make available a list of possible resources and the processes (see Appendix H) to assist employees and managers with issue resolution.

COMMITTEES. The LMC commits to fully support and to provide direction, upon request, to all Labor/Management committees including, but not limited to Employee Safety and Health, Education and Training, and Child Care; and to provide other support and resources necessary to comply with this Agreement.

TRAINING. Supervisors, Managers, Union leadership, and Stewards must be provided training in cooperative problem solving techniques as well as contract administration principles. Once trained, these individuals will be expected to utilize these principles to resolve problems.

Additionally, extensive, continuous training is necessary to acquaint all stakeholders with these efforts and to provide the skills necessary to ensure full, equal participation.

The Employer and the Union recognize that this degree of cultural change will not happen overnight. Therefore, a joint commitment is made to provide teaching resources through the LMC to facilitate the solution of problems where individuals/groups do not yet have the training/experience to employ these

techniques on their own.

UNDERLYING PRINCIPLES. The LMC shall not add to, subtract from or change any of the terms of this Agreement without agreement of all parties.

The Employer, its employees and AFSCME are each integral parts of the Labor/Management Cooperation effort and without the full participation and support of each, this effort cannot be successful.

ARTICLE 57 - RETIREMENT

57.1 Eligible employees may choose between the two (2) available retirement programs described below. New employees shall have six (6) months from their hire date to make their selection between these two programs. New employees must elect between the two (2) available retirement programs before they can participate in such program. The Employer agrees to send each eligible employee timely notice by certified mail of their need to make such selection. The Employer shall withhold all retirement contributions on behalf of employees failing to make such election until such plan selection is completed. Withheld contributions accrue no interest.

57.2 The selection of the University Pension Plan (UPP) is irrevocable. Once an employee chooses the UPP retirement program, she/he shall remain in that retirement program for the duration of his/her employment. Employees shall have the opportunity to make a one-time switch to the UPP during the annual UPP open enrollment period held each November. Employees hired into a qualified position after January 1, 1996 will be subject to the Public Employees Retirement System (PERS) guidelines to determine their ability to switch to the UPP retirement program during any UPP open enrollment period.

57.3 The Employer agrees to provide the Union's analysis of the two (2) retirement options to new employees at the same time information concerning the UPP retirement program is provided.

57.4 PERS Option:

The Employer shall continue to "pick-up" a six percent (6%) average employee contribution to the Public Employees Retirement Fund for the employee members participating in the Public Employees Retirement System. Such "pick-up" or payment of the employee member monthly contributions to the System shall continue for the life of this Agreement.

The full amount of required employee contributions "picked-up" or paid by the Employer on behalf of employees pursuant to this Agreement shall be considered as "salary" within the meaning of ORS 237.003(8) for the purposes of computing an employee members' "final average salary" within the meaning of ORS 237.003(12) but shall not be considered as "salary" for the purposes of determining the amount of employee contributions required to be contributed pursuant to ORS 237.071. Such "picked-up" or paid employee contributions shall be credited to employee's contributions for the purposes of ORS 237.001 to 237.320.

57.5 UPP Option:

The Employer shall "pick up" a six percent (6%) average employee contribution to the University Pension Program for eligible employees participating in the UPP retirement program as also exists within the PERS option noted above. There

shall be no duplication of any "pick up" contribution as provided under either retirement option or alternative adjustment as noted in Article 57.6 below.

57.6 In the event a court of competent and final jurisdiction precludes the Employer from making the six percent (6%) contribution on behalf of the employee, then the Employer agrees to provide a five percent (5%) wage adjustment effective the date the Employer is legally precluded from picking up such employee contribution. This provision is hereby negotiated in the interest of the Employer maintaining comparable wages and benefits within the community.

ARTICLE 58 - STRIKES, LOCKOUTS AND PICKET LINES

58.1 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, his/her goods or on his/her 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 59 - SAVINGS

59.1 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 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 into conformance therewith not over 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 provision of Article 58, Strikes, Lockouts and Picket Lines, shall not apply.

ARTICLE 60 - COMPLETE AGREEMENT

60.1 This document contains the full and complete Agreement and no amendment or supplement to this Agreement shall be deemed effective unless in writing and signed by the parties to this Agreement.

60.2 It is acknowledged that during negotiations which resulted in this Agreement, each and all had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, if any, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. It shall not be modified in whole or in part except by another written instrument duly executed by the parties.

ARTICLE 61 - NEGOTIATIONS FOR FUTURE CONTRACT

61.1 During the calendar year in which the Agreement is due to expire according to Article 63, the parties agree to the following process for purposes of negotiating a successor Agreement:

a. the parties shall meet to begin the bargaining process pursuant to ORS 243.712 no later than the first full week in February;

b. the parties' bargaining teams shall meet no later than the first full week in March;

c. the parties agree to request and pre-schedule mediation. The first session shall be scheduled to commence no later than that first full week in June subject to mediator availability.

61.2 The parties may mutually agree to renew the current agreement or waive or extend the timeliness set forth.

61.3 It is recognized by the Employer that employees representing the Union during the process of negotiations are acting on behalf of the Union as members, not in their capacity as employees of the Employer.

61.4 The parties agree to begin the bargaining process for the third year reopener the first week in February, 2004. The parties will meet no later than the first week in May, 2004.

The parties agree to request and pre-schedule mediation. First session shall be scheduled to commence no later than first full week of June, subject to mediator availability.

ARTICLE 62 - PERSONALITY PROFILES

62.1 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.

ARTICLE 63 - TERM OF AGREEMENT

Except as otherwise provided herein, this Agreement shall be effective July 1, 2002 except as amended or modified, and shall remain in full force and effect until June 30, 2005.

Signed this 7th day of July , 2002 in Portland, Oregon.

FOR THE EMPLOYER FOR AFSCME LOCAL #328

Council Representatives

Oregon AFSCME Council 75

_____

Anna L. Sestrich

Diane Lovell
Director, Human Resources
Oregon Health & Science University

Randy Ridderbusch

_____
_____

Rick Liebman
Frank Vehafric
Attorney-at-Law

_____

Bev Swanson

President

AFSCME Local 328

Philip Curtis

Chair, Bargaining Team

AFSCME Local 328

MANAGEMENT BARGAINING TEAM

Bernie Andreotti
Irene Baker
David Blair
Sue Brown
Brent Carreau
Sharon Farrell
Ann O'Connell
Michael Foster
Scott Page
Daryl Hurd

AFSCME BARGAINING TEAM

Pat Pangburn Jay Judd
Marilyn Partlow Kathy Laahs
Angela Timmen Bruce Lambert

Launie Litowinsky

Marshall Tate

APPENDIX A- UNIFORM REQUIREMENT BY DEPARTMENT

Department	Classification	Uniform Type
Radiation Therapy	Technologist, Aide	Laboratory Jacket
Respiratory Care	Therapist	Laboratory Jacket
Diagnostic Radiology	Technologists, Transportation Aide	Laboratory Jacket
Pathology	Medical Technologist	Laboratory Jacket
	Phlebotomist	Laboratory Jacket
Rehabilitation Services	Therapists	Laboratory Jacket
GI Laboratory	Medical Laboratory Technicians	Laboratory Jacket
Admitting	Clinical Personnel	Business Uniform
Facilities Management	(many varied)	Top, Pants
	Instrument Shop, Key Carpenters	Laboratory Jacket
	Garage	Overalls, Shirt
		Overalls
Logistics	General Stores	

	Top, Pants
	Linen
Top, Pants	
	Transportation Aide
	Laboratory Jacket
BICC	AV Technicians
	Shirt
EKG	EKG Technicians
	Laboratory Jacket
Environmental Services	Custodial Workers
Top, Pants	
Food and Nutrition	Food Service
Top, Pants, Apron, etc.	
	Workers, Cooks

APPENDIX B- FLEX-STAFF

The purpose of FLEX-STAFF positions is to:

1. Provide relief for absences of regular and Probationary Period employees.

2. Provide staff for short-term projects.

3. Supplement permanent staffing levels.

The Employer shall continue to recognize all earlier FLEX-STAFF agreements negotiated between the parties prior to July 1, 1998. After July 1, 1998 the Employer shall be permitted to employ FLEX-STAFF personnel for those departments not currently utilizing FLEX-STAFF personnel, limited to no more than fifteen percent (15%) of a work unit's employee population, but never less than one (1) FLEX-STAFF employee per department.

The Employer and the Union agree, upon request of either party, to meet on a quarterly basis to review the FLEX-STAFF program and make any necessary adjustments.

FLEX-STAFF employees shall be subject only to the specific terms and conditions of the current Agreement as listed below:

Article 1	Recognition
Article 2	Management Rights
Article 3	Union Rights
Article 4	Laws and Regulations
Article 5	Unit Clarification
Article 6	Equal Employment Opportunity and Affirmative Action

Article 8	Dues and Fair Share
Article 9	Maintenance of Standards and Benefits
Article 11	Grievances and Arbitration
Article 12	Employee Representation
Article 13	Stewards
Article 14	Personnel Records
Article 22	Payroll
Article 23	Safety, Health and Environment
Article 24	Reporting Inappropriate Use of Resources, Waste, or Fraud
Article 38	Shift Differential
Article 41	Personal Emergency Message Procedure
Article 45	Tuition
Article 46	Travel and Mileage Allowance
Article 47	Parking
Article 48	Salary Increase and Pay Differentials
Article 49	Transport Work
Article 53	New Technology
Article 54	Career Development Information
Article 55	Child Care
Article 56	Labor Management Committee
Article 58	Strikes, Lockouts and Picket Lines
Article 59	Savings
Article 60	Complete Agreement
Article 61	Negotiations for Future Contract
Article 63	Term of Agreement

The parties agree that the following modified articles of the Agreement shall be applied to FLEX-STAFF employees:

Article 7 - Definitions.

Only those definitions in the article that are referenced in this Appendix pertain to FLEX-STAFF.

The following definition is added:

FLEX-STAFF means 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.

The following definition is modified:

Seniority means length of continuous service with the Employer. FLEX-STAFF will earn seniority, but cannot use seniority until and unless they convert to regular status.

Article 10 - Discharge and Discipline.

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.

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 FLEX-STAFF's right to union representation at the pre-dismissal hearing.

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

(10.6) Any disciplinary action taken against an employee will be done in a manner that is not likely to embarrass or humiliate the employee in front of other employees or the public.

(10.7) Any unauthorized absence of an employee from duty shall be deemed to be an absence without pay and may be made grounds for disciplinary action. Any employee who absents himself/herself for five (5) consecutive work days 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.

Article 16 - Evaluation Period.

Only the following sections of the existing Article pertain:

(16.1 component) All persons employed by the Employer shall serve an initial Probationary period of six (6) months. The probationary period shall begin on the first day of employment with the Employer.

(16.2 component) The supervisor shall judge the employee's willingness and ability to perform his/her duties satisfactorily, and as to habits and dependability within the Probationary Period.

At any time during the Probationary 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 that his/her habits and dependability do not merit his/her continuance in the position, or if a lack of work, shortage of funds or materials, abolishment of position or for other involuntary reasons not reflecting discredit on the employee occur.

Employees serving a Probationary Period shall have access to Article 11 - Grievances and Arbitration, except for removal.

Article 22 - Employees shall be paid bi-weekly.

Article 25 - Education and Training.

Only sections 25.1 and 25.2 of the existing Article pertain.

A FLEX-STAFF is not eligible for educational leave with pay nor any other financial support for education and training unless such attendance is required by the Employer.

Article 26 - Work Week and Work Scheduling.

Only sections 26.1, 26.2, 26.4, 26.5, 26.6, and 26.7 of the existing Article pertain.

Article 27 - Reporting Time.

Only sections 27.1 and 27.5 of the existing Article pertain.

The supervisor may cancel the scheduled shift without penalty with two (2) hours or more notice to the FLEX-STAFF employee. If two hours notice is not given, the FLEX-STAFF employee shall receive a minimum of two hours work or pay.

If a FLEX-STAFF employee is unable to come to work at a date and time he/she previously agreed to work because of illness, etc., the FLEX-STAFF employee shall notify the supervisor within the time frame specified by the appropriate department's policy.

Article 29 - Inclement Weather.

Only sections 29.1, 29.2 and 29.3 of the existing Article pertain.

Article 30 - Holidays.

1. The following recognized holidays shall be compensated when worked:

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. Every day appointed by the OHSU Board of Directors.

When a holiday is specified in this Section and falls on a Saturday, the preceding Friday shall be recognized as the holiday. When a holiday specified in this Section falls on a Sunday, the following Monday shall be recognized as the holiday. (The provisions of this paragraph do not apply to the Hospital Unit.)

FLEX-STAFF employees who work on any of these recognized holidays shall be paid the rate of time and one-half (1-1/2) of their regular rate. This holiday compensation is called holiday pay.

2. Regular and Probationary Period employees shall first be given the opportunity to request to work on a holiday. Open shifts will then be offered to FLEX-STAFF employees.

3. FLEX-STAFF employees may agree to work on a holiday but may not be required to work on holidays.

Article 33 - Other Leave.

Only section 33.5 of the existing Article pertain.

Article 37 - Overtime.

Sections 37.3 and 37.10 of the existing Article pertain as well as the following provision:

(37.1) This article is intended only to provide a basis for the calculation of overtime and none of its provision shall be construed as a guarantee of any minimum or maximum hours of work or weeks of work to any employee or to any group of employees.

Employees shall be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay for overtime worked under the following conditions, but in no event shall such compensation be received twice for the same hours:

FLEX-STAFF employees shall receive overtime for all hours worked in excess of the department's normal work day assignment. Such an assigned work day may vary from 8 to 12 hours.

Overtime work shall first be offered to regular and Probationary Period employees in accordance with Article 37, Overtime. Should no regular or Probationary Period employee be qualified or available to work the overtime, the overtime work may then be offered to the FLEX-STAFF employee. Only regular or Probationary Period employees may be required to work overtime.

Article 39 - On-Call.

Only sections 39.1, 39.2, 39.3, 39.6 and 39.7 of the existing Article pertain.

Article 43 - Workers Compensation.

Only sections 43.1 and 43.5 of the existing Article pertain.

Article 50 - Licensed Practical Nurses.

The LPN is not only responsible for high quality nursing care under the direction of the Registered Nurse and/or physician, but also performs certain functions independently. For the assumption of these responsibilities and sharing duties, the LPN shall be classified apart from non-licensed auxiliary nursing personnel.

The Employer recognizes that the LPN should be utilized to render bedside nursing care and other nursing functions assigned by the Employer consistent with occupational training and skill. The Employer may utilize LPNs to pass medications.

The Employer shall provide LPN related in-service training programs which shall be open to all LPNs wishing to attend when staffing permits and shall also provide in-service orientation in pharmacology and I.V. monitoring to all inpatient service LPNs.

As soon as possible after hiring and annually thereafter, the Employer shall provide tuberculosis screening at no cost to the employee.

The following are new provisions which 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 Section 1(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 providing regular and Probationary Period employees have been first offered the opportunity to volunteer for the straight-time work. Such opportunity will not result in premium payment or overtime. 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 15.

2. Obligations for Work.

a. FLEX-STAFF employees will be called upon only when work is available.

b. The Employer has no obligation to call FLEX-STAFF employees.

c. FLEX-STAFF employees have no obligation to report to work unless there is a previously scheduled commitment.

3. Regular Employment Opportunities.

a. FLEX-STAFF employees may not job bid.

b. If a vacancy is not filled in accordance with Article 15, the position will be advertised in accordance with Article 15. A FLEX-STAFF employee may apply at the same time as a regular or Probationary Period employee.

c. A FLEX-STAFF employee may apply and shall be interviewed if he/she is qualified to assume the essential functions of the position.

d. If an employee is determined to be unqualified or is not selected, he/she may request in writing and the Employer shall respond in writing with the specific reasons why he/she was not selected or why another candidate was selected.

e. (15.3) The Employer and the Union desire that all transfer and promotional vacancies be filled with the best qualified available person. Within this context, labor and management intend to provide bargaining unit employees priority during the selection process. All bargaining unit employees who apply and are qualified will be interviewed for the specific vacancy. If no well qualified applicants are among the 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.

a. The Employer will post the Position List by Monday of each week. Employees interested in promotion or transfer must submit their applications to the Human Resources Department no later than noon the following Monday to be considered.

b. All promotion and transfer applicants will be interviewed prior to outside applicants if:

1. The position was not filled by job bid, Article 15.2.

2. The employee is qualified to assume the duties of the position. (Meets all essential functions of the position without additional training or experience.)

3. The transferring or promoting employee has applied within the seven (7) day internal to OHSU posting period.

There shall be no recruiting prohibition while internal applicants are being interviewed.

c. If two (2) or more employees being considered for a promotion or transfer are equal in every respect, the promotion or transfer shall be given to the employee with the greatest seniority.

d. If an employee is determined to be unqualified or is not selected, he/she may request in writing and the Employer shall respond in writing with the specific reasons why he/she was not selected or why another candidate was selected.

e. (15.4) The Position List is available on the OHSU Web Page, or from the Human Resources Department upon request.

4. Transition from Regular or Probationary Period Status 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 until the employee returns to his/her former status.

5. Transition from FLEX-STAFF to Regular Status

Upon conversion from FLEX-STAFF to regular status, an employee may use seniority earned as a FLEX-STAFF employee.

6. Dual Appointments Prohibited

Employees may not be concurrently appointed as regular/Probationary Period or limited duration and FLEX-STAFF.

7. Orientation

Each FLEX-STAFF shall be provided a basic orientation to prepare him/her to work in the area of assignment.

8. 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 Article 44 - Uniforms.

9. Steward/Committee Assignments

Although a FLEX-STAFF employee may serve as a steward or be assigned as a committee member representing AFSCME, any time spent shall be without pay.

10. Paid Leave

FLEX-STAFF employees will not accrue vacation, holiday, compensatory leave or any other paid leave except as provided in this Appendix.

11. Rates of Pay

Minimum Rate: Minimum hourly rate for the job classification.

Maximum Rate: Top step hourly rate for the job classification X 128.8% rounded to the nearest $.10 per hour.

Exception Rate: Top step hourly rate for the job classification X 150% rounded to the nearest $ .10 per hour.

This Appendix contains the full and complete agreement of the parties hereto.

CONDITIONS OF FLEX-STAFF EMPLOYMENT

You have been hired as a FLEX-STAFF employee in the department of the Oregon Health & Science University. The purpose of FLEX-STAFF is to:

1. Provide relief for absences of regular and Probationary Period employees.
2. Provide staff for short-term projects.
3. Supplement permanent staffing levels.

As a FLEX-STAFF employee, you are NOT eligible for:

C Merit increase salary adjustments
C Medical, dental or other insurance benefits
C Layoff rights
C Vacation, holiday and sick leave
C Job bidding

You are eligible for:

C Public Employee Retirement benefits after six months of employment

C Shift differential
C Tuition discount (if regularly working over .5 FTE)
C Applying the experience gained as a FLEX-STAFF employee toward the minimum experience requirement of applicable employment classifications

Rate of pay may be negotiated individually between the employee and supervisor at any time. Information regarding classification salary ranges can be obtained from the OHSU Human Resources Department, Compensation Office at 494-8840.

Copies of the FLEX-STAFF Agreement between OHSU and AFSCME can be found in Appendix "C" of the OHSU/AFSCME Labor Agreement or may be obtained by contacting either the Human Resources Department or AFSCME Local 328.

Employee Signature
Date

APPENDIX C- LETTER OF AGREEMENT

For the life of this Agreement, the Employer shall provide at least two (2) medical insurance plans, one of which will be a traditional indemnification-type medical plan that includes non-OHSU health care provider service, and the other being an HMO medical plan. The Employer further agrees that for the life of this Agreement only and only for those employees on the Employer's payroll as of the date of execution, the Employer will commit to provide a third medical insurance plan which will be of the HMO-type that includes non-OHSU health care provider service for all. This medical plan commitment will sunset on June 30, 2000. The parties further agree that this medical plan option may be discontinued by a consensus decision of the Employee Benefits Council (EBC).

The Employer and the Union have also 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 purpose:

C Determine the plan design and types of benefits (Medical, Dental, Disability, Life and Health Promotion) to be offered to OHSU employees and early retirees, including the coordination of insurance benefits and cash back opportunities;
C Develop and approve rules governing enrollment and eligibility;
C Develop an appeals process for individuals covered by these benefits, including criteria to be used when evaluating such appeals;
C Participate in the development of communication plan(s) designed to provide covered individuals with information concerning their benefit(s);
C Determine what types of Health Promotion/Disease Management Programs will be offered to employees and dependents;

C Participate in the development of any Requests for Proposals (RFP) and Requests for Information (RFI);
C Make all decisions concerning the selection of Facilitators and other resource individuals who shall report to the Council;
C 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 10 - Discharges and Discipline.

1. Did the employer give to the employee forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee's conduct?

Note 1: The forewarning or foreknowledge may properly have been given orally by management or in writing through the medium of typed or printed sheets or books of rules and of penalties for violation thereof.

Note 2: There must have been actual oral or written communication of the rules and penalties to the employee.

Note 3: A finding of lack of such communication does not in all cases require a "no" answer to question #1. This is because certain offenses such as insubordination, coming to work intoxicated, drinking intoxicating beverages on the job, or theft of the property of the University or of fellow employees are so serious that any employee in working society may properly be expected to know already that such conduct is offensive and heavily punishable.

Note 4: Absent a contractual prohibition or restriction, the employer has the right unilaterally to promulgate reasonable rules and give reasonable orders, and those need not have been negotiated with the Union.

2. Were the employer's rules or managerial order reasonably related to:

a. the orderly, efficient, and safe operation of the employer's business; and
b. the performance that the employer might properly expect of the employee?

Note: If any employee believes that the rule or order is unreasonable, the employee must nevertheless obey it (in which case the employee may file a grievance) unless the employee sincerely feels that to obey the rule or order would seriously and immediately jeopardize his/her safety and or integrity. Given a firm finding to the latter effect, the employee may properly be said to have had justification for the disobedience.

3. Did the employer, before administering discipline to an employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?

Note 1: This is the employee's "day in court" principle. An employee has the right to know with reasonable precision the offense which is being charged and to defend his/her behavior.

Note 2: The employer's investigation must normally be made before its disciplinary decision is made. If the employer fails to do so, its failure may not normally be excused on the grounds that s/he will get a day in court through the grievance procedure after the exaction of discipline. By that time there has usually been too much hardening of positions. In a very real sense, the employer is obligated to conduct itself like a trial court.

Note 3: There may, of course, be circumstances under which management must react immediately to the employee's behavior. In such cases, the normally proper action is to suspend the employee pending investigation with the understanding that (a) the final disciplinary decision will be made after the investigation, and (b) if the employee is found innocent after the investigation, the employee will be restored to the former job with full pay for time lost.

Note 4: The employer's investigation should include an inquiry into possible justification for the employee's alleged rule violation.

4. Was the employer's investigation conducted fairly and objectively?

Note 1: At the investigation the supervisor may be both "prosecutor" and "judge," but may not also be a witness against the employee.

Note 2: It is essential for some higher detached management official to assume and conscientiously perform the judicial role, giving the commonly accepted meaning to that term in his/her attitude and conduct.

Note 3: In some disputes between an employee and a management person, there are no witnesses to an incident other than the two immediate participants. In such cases, it is particularly important that the management "judge" question the management participant rigorously and thoroughly, just as an actual third party would.

5. At the investigation did the "judge" obtain substantial evidence or proof that the employee was guilty as charged?

Note 1: It is not required that evidence be conclusive or "beyond all reasonable doubt." But the evidence must be truly substantial and not flimsy.

Note 2: The management "judge" should actively search out witnesses and evidence, not just possibly take what participants or "volunteer" witnesses tell him/her.

Note 3: When the testimony of opposing witnesses at the arbitration hearing is irreconcilably in conflict, an arbitrator seldom has any means for resolving the contradictions. The task is then to determine whether the management "judge" originally had reasonable grounds for believing the evidence presented by the people.

6. Has the employer applied its rules, orders, and penalties evenhandedly and without discrimination to all employees?

Note 1: A "no" answer to this question requires a finding of discrimination and warrants negation or modification of the discipline imposed.

Note 2: If the employer has been lax in enforcing it rules and orders and decides henceforth to apply them rigorously, the employer may avoid a finding of discrimination (unequal treatment, not necessarily unlawful discrimination) by telling all employees beforehand of its intent to enforce hereafter all rules as written.

7. Was the degree of discipline administered by the employer in a particular case reasonably related to (a) the seriousness of the employer's proven offense, and (b) the record of the employee in service with employer?

Note 1: A trivial proven offense does not merit harsh discipline unless the employee has properly been found guilty of the same or other offenses a number of times in the past. (There is no rule as to what number of previous offenses constitutes a "good, a fair, or a bad" record. Reasonable judgment thereon must be used.)

Note 2: An employee's record of previous offenses may never be used to discover whether the employee was guilty of the immediate or latest one. The only proper use of his record is to help determine the severity of discipline once the employee has properly been found guilty of the immediate offense.

Note 3: Given the same proven offense for two or more employees, their respective records provide the only proper basis for "discriminating" among them in the administration of discipline for the offense. Thus, if employee A's record is significantly better than those of employees B, C, and D, the employer may properly give A lighter punishment than it gives the others for the same offense; and this does not constitute improper discrimination.

Note 4: Suppose that the record of the arbitration sharing establishes firm "yes" answers to all the first six questions. Suppose further than the proven offense of the accused employee was a serious one, such as drunkenness on the job, but the employee's record has been previously unblemished over a long, continuous period of employment with the employer. Should the employer be held arbitrary and unreasonable if it decided to discharge such an employee? The answer depends, of course, on all the circumstances. But, as one of the country's oldest arbitration agencies, the National Railroad Adjustment Board, has pointed out repeatedly in innumerable decisions on discharge cases, leniency is the prerogative of the employer rather than of the arbitrator, and the latter is not supposed to substitute judgment in this area for that of the employer unless there is compelling evidence that the employer abused its discretion. This is the rule, even though an arbitrator, if he/she had been the original "trial judge," might have imposed a lesser penalty. Actually the arbitrator may be said in an important sense to act as an appellate tribunal whose function is to discover whether the decision of the trial tribunal (the employer) was within the bounds of reasonableness set forth above. In general, the penalty of dismissal for a really serious first offense does not in itself warrant a finding of employer unreasonableness.

APPENDIX E- VOLUNTARY WAIVER OF DAILY OVERTIME

I, _____ do hereby agree to waive overtime otherwise due me for hours worked in excess of eight (8) hours per day. This waiver is for my own personal benefit and solely at my request. 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 37.2 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 recision shall become effective with the next full pay period following proper notification. This waiver may also be rescinded by the Department by providing the employee and the Payroll Department with notification of its termination effective with the next full pay period.

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 their supervisor and without incurring overtime, while foregoing an equal number of work hours in subsequent days within the same work week.

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'S SOCIAL SECURITY NUMBER)

Send signed form to AFSCME office
123 NE 3rd, Suite 505
Portland, OR 97232
Please return completed form to PAYROLL, mail code AD225

I:\ohsu\per\labor\waiver#3t Rev. 7/00

APPENDIX F- OHSU UNIVERSITYFLEX ELIGIBILITY

BI-WEEKLY PAYROLL
2002

Current Month

Pay
Periods

Start

Mid-Point

EndOHSU
50%
HourInsurance Coverage Month
JANUARY1 & 2DEC 17, 2001DEC 30, 2001JAN 1380FEBRUARY

FEBRUARY3 & 4JAN 14JAN 27FEB 1080MARCH

MARCH5 , 6 & 7FEB 11MAR 3 MAR 24120APRIL

APRIL8 & 9MAR 25APR 7APR 2180 MAY

MAY10 & 11APR 22MAY 5 MAY 1980JUNE

JUNE12 & 13MAY 20JUNE 2JUNE 1680JULY

JULY 14 & 15JUNE 17JUNE 30JULY 1480AUGUST

AUGUST16, 17 & 18JULY 15AUG 4AUG 25120SEPTEMBER

SEPTEMBER19 & 20AUG 26SEPT 8SEPT 2280OCTOBER

OCTOBER21 & 22SEPT 23OCT 6OCT 2080 NOVEMBER

NOVEMBER23 & 24OCT 21NOV 3NOV 1780DECEMBER

DECEMBER25 & 26NOV 18DEC 1DEC 1580JANUARY 2003

* NOTE: 1) Paid regular hours: This is the sum of the regular hours paid through the last day actually worked or when your accruals are exhausted.
2) Termination: Accrued time which is paid in full upon separation does not apply toward the 50% guideline.

APPENDIX F- OHSU UNIVERSITYFLEX ELIGIBILITY

BI-WEEKLY PAYROLL
2003

Current Month

Pay
Periods

Start

Mid-Point

EndOHSU
50%
HourInsurance Coverage Month
JANUARY1, 2 &3DEC 16, 2002JAN 5JAN 26120FEBRUARY

FEBRUARY4 & 5JAN 27FEB 9FEB 2380MARCH

MARCH6 & 7FEB 24MAR 9 MAR 2380APRIL

APRIL8 & 9MAR 24APR 6APR 2080 MAY

MAY10 & 11APR 21MAY 4 MAY 1880JUNE

JUNE12 & 13MAY 19JUNE 1JUNE 1580JULY

JULY 14 & 15JUNE 16JUNE 29JULY 2080AUGUST

AUGUST16 & 17JULY 21AUG 3AUG 1780SEPTEMBER

SEPTEMBER18 & 19AUG 18AUG 31SEPT 1480OCTOBER

OCTOBER20, 21 & 22SEPT 15OCT 5OCT 26120 NOVEMBER

NOVEMBER23 & 24OCT 27NOV 9NOV 2380DECEMBER

DECEMBER25 & 26NOV 24DEC 7DEC 2180JANUARY 2004

* NOTE: 1) Paid regular hours: This is the sum of the regular hours paid through the last day actually worked or when your accruals are exhausted.
2) Termination: Accrued time which is paid in full upon separation does not apply toward the 50% guideline.

APPENDIX F- OHSU UNIVERSITYFLEX ELIGIBILITY

BI-WEEKLY PAYROLL

2004

Current Month

Pay
Periods

Start

Mid-Point

EndOHSU
50%
HourInsurance Coverage Month
JANUARY1 & 2DEC 22, 2003JAN 4JAN 1880FEBRUARY

FEBRUARY3 & 4JAN 19FEB 1FEB 1580MARCH

MARCH5 & 6FEB 16FEB 29 MAR 1480APRIL

APRIL7, 8 & 9MAR 15APR 4APR 25120 MAY

MAY10 & 11APR 26MAY 9 MAY 2380JUNE

JUNE12 & 13MAY 24JUNE 6JUNE 2080JULY

JULY 14 & 15JUNE 21JULY 4JULY 1880AUGUST

AUGUST16 & 17JULY 19AUG 1AUG 1580SEPTEMBER

SEPTEMBER18 & 19AUG 16AUG 29SEPT 1280OCTOBER

OCTOBER20, 21 & 22SEPT 13OCT 3OCT 24120 NOVEMBER

NOVEMBER23 & 24OCT 25NOV 7NOV 2180DECEMBER

DECEMBER25 & 26NOV 22DEC 5DEC 1980JANUARY 2005

* NOTE: 1) Paid regular hours: This is the sum of the regular hours paid through the last day actually worked or when your accruals are exhausted.
2) Termination: Accrued time which is paid in full upon separation does not apply toward the 50% guideline.

APPENDIX F- OHSU UNIVERSITYFLEX ELIGIBILITY

BI-WEEKLY PAYROLL
2005

Current Month

Pay
Periods

Start

Mid-Point

EndOHSU
50%
HourInsurance Coverage Month
JANUARY1 & 2DEC 20, 2004JAN 2JAN 1680FEBRUARY

FEBRUARY3 & 4JAN 17JAN 30FEB 1380MARCH

MARCH5 & 6FEB 14FEB 27 MAR 1380APRIL

APRIL7, 8 & 9MAR 14APR 3APR 24120 MAY

MAY10 & 11APR 25MAY 8 MAY 2280JUNE

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* NOTE: 1) Paid regular hours: This is the sum of the regular hours paid through the last day actually worked or when your accruals are exhausted.
2) Termination: Accrued time which is paid in full upon separation does not apply toward the 50% guideline.

APPENDIX G – GUIDELINES ON REACHING CONSENSUS

1. Communicate Effectively: Listen actively; Pay attention to others; Ask questions for clarification; Don't assume intent.

2. Encourage Participation By All: Make sure all views are heard and understood.

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: Don't bargain or trade support.

7. Create solution that can be supported because it meets AS MANY INTERESTS OF BOTH PARTIES AS POSSIBLE.

8. Any party may disagree with a potential decision, however, the party who disagrees must SEARCH FOR ALTERNATIVES.

9. If an alternative solution is not forthcoming, the party who disagrees with the potential decision must REEVALUATE their position in the context of the goal of reaching agreement on the issue.

10. Once the solution is reached, the parties must be TOTALLY COMMITTED to the solution.

WHAT MAKES AND BREAKS THE PROBLEM-SOLVING
TO ACHIEVE CONSENSUS

To Make The Process Work You MUST:

A. Make a mutual commitment to use the process - Walk The Talk
B. At least be committed to take the risk of developing a trusting relationship.
C. Have support for your participation in the process from high level managers and leaders.
D. Have sufficient confidence and credibility with your constituents that they will support your trying something new
E. Have realistic expectations - this process will not solve all of your problems or eliminate conflict

You WILL Break 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 or another issue or issues
E. Don't separate the people from the problems
F. Jump to conclusions and assumptions without checking them out
G. In the end result, whether or not all individuals in the group prefer the selected alternative, in arriving at consensus they agree to support the selected alternative on the basis that:

1. the decision was reached fairly and openly, and
2. it is the best solution for the group at this time.

H. In such instances that a group utilizes the consensus process to resolve matters relevant to this collective bargaining agreement, the final agreement will be documented in written form, and submitted to the Labor Management Committee for the record.

Note: An individual may not completely agree with the consensus decision,

however, s/he agrees to support that consensus decision at the conclusion of the deliberation.

Note: No individual just "gives in" and likely no one individual gets all they want; however, in the end result, the involved group collectively assents that the decision is the best solution for the group at this time.

Note: Attached in Appendix G are "Guidelines on Reaching Consensus."

APPENDIX H - ISSUE RESOLUTION RESOURCES

1. Magellan (Employee Assistance Program

2. OHSU Wellness Program

3. AFSCME Shop Stewards

4. OHSU Corporate Compliance Department

APPENDIX I - MODEL ATTENDANCE POLICY

Purpose: It is the intent of this procedure to provide classified and unclassified employees with a fair, consistent and easily understood policy with clear expectations concerning attendance practices.

Policy: Attendance occurrences are based on whether an employee was available for work at their normally scheduled time. An occurrence is considered as a continuous block of time from being tardy beyond one (1) hour or more, leaving early more than one (1) hour, or missing several days in a row. Each occurrence of absence less than one (1) hour will be considered a half occurrence. Lateness of one (1) hour or more will be considered a full occurrence.

Exceptions to the policy include occurrences covered under FMLA, OFLA, bereavement (funeral) leave or other approved leave and are subject to the "sick leave" provisions of Collective Bargaining Agreements where applicable. Unscheduled absences are those which occur without notice or prior approval. Pre-scheduled doctor's appointments or other time off with your manager's approval will not be considered occurrences.

Consequences of Unscheduled Absences: Attendance tracking will be based on a rolling three-month calendar period. The following are occurrence consequences within any given three-month period.

3 occurrences	Verbal warning or corrective work plan
4 occurrences	Written warning
5 occurrences	Suspension or pay reduction
6 occurrences	Termination

Employees receiving disciplinary action under this policy, subject to the principles of just cause as specified in collective bargaining agreements where applicable, are expected to improve their attendance.

This document is only intended to be a model.

APPENDIX J - LETTER OF AGREEMENT

Radiology Department
Critical Need Incentive

July, 2002

The Oregon Health & Science University (OHSU) hereinafter the "Employer," and the American Federation of State, County and Municipal Employees (AFSCME) Local Union #328 hereinafter the "Union," hereby agree as follows:

1. This Agreement shall become effective beginning with the first full pay period following June 1, 2002 or execution by all parties and shall continue in full force and effect for a period of twelve (12) months, or until May 31, 2003, the last day of pay period 12. Thereafter, this Agreement shall cease to be effective unless extended in whole or in part by the mutual agreement of the parties.

2. The purpose of this Agreement is to provide an incentive for the Employer's Radiological Technologists to volunteer to work additional open and available shifts in excess of their FTE in order to avoid the forced assignment of overtime within the Department.

3. This Agreement shall serve to clarify the application of Article 37 - Overtime of the OHSU / AFSCME Collective Bargaining Agreement. The following method of scheduling overtime and compensating employees in instances involving Employer designated Critical Need Incentive shifts shall only be effective for the Employer's Radiological, MRI, Ultrasound, CT, Nuclear Medicine and Mammography Technologists employed within the hospital work unit.

· The Employer shall post all open and available shifts that are known to the Employer at least seven (7) days in advance of the open shift.

· In the event such shifts shall continue to remain open and available, the Employer may designate such shift as a Critical Need Incentive shift. The Employer may designate other defined shifts as a Critical Need Incentive shift at its discretion.

a. Critical Need Incentive shifts will be compensated an additional sum of $125.00 for all such full shifts worked in addition to any other applicable compensation. This sum would be prorated for individuals working more or fewer hours from that of a full eight (8) hour shift. Employees may wish to share a single eight (8) hour shift, and if permitted by the Employer, each employee would proportionately share in the $125.00 compensation based on their share of the shift worked.

b. As these shifts are voluntary in nature, the penalty pay provisions of Article 26.10 will not apply.

c. Critical Need Incentive shifts shall be offered to qualified employees on a rotational basis beginning with the most senior employee. Once offered, whether the employee accepts or denies the opportunity, the employee's name will be moved to the end of the rotational employee list.

4. Nothing in this Agreement shall preclude the Employer from applying the provisions of Article 26 - Work Week and Work Scheduling and Article 37 - Overtime in the event the Employer is unable to fill open and available shifts through the use of the Critical Need Incentive.

Signed this 23rd day of August, 2002.

FOR THE EMPLOYER: FOR THE UNION:

Anna L. Sestrich
Director of Human Resources

Diane Lovell
Council 75 Representative

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