

Highlights of ONA / OHSU Collective Bargaining Agreement Changes December 22, 2010

*Unless noted, all changes will be effective upon signing of the contract by the parties; or, as otherwise agreed to by the Association and OHSU. Information is provided in summary form only. Nurses must review the entire text of a provision before making a decision that has contractual implications. The entire content of the ratified unsigned contract can be found online at <http://ozone.ohsu.edu/hr/managers/contracts.shtml> or <http://www.oregonrn.org/displaycommon.cfm?an=1&subarticlenbr=75> . If information therein is not clear or you have questions, please contact your manager, ONA Representative or Human Resources Business Partner.

<u>ECONOMIC CHANGES</u>			
<u>Article</u>	<u>Topic</u>	<u>Change</u>	<u>Contract Provision Summarized (May include more than changes)</u>
5 - Definitions	5.10 - Salary Adjustment Date	Provides for change of salary increase date	<ul style="list-style-type: none"> Salary change date will be adjusted to account for leaves without pay of greater than 15 days Consistent with Section 15.2.7 and with adjustments to service date and to seniority date provided for in Sections 5.9 and 18.2 Excludes FMLA, OFLA, worker's compensation and military approved leaves
10 - Differential Pay	10.2.3 – Recording of Meal Period	Documents past practice	<ul style="list-style-type: none"> For purposes of determining the application of shift differential under this section, an employee's 30-minute meal period will be recorded as having occurred at the end of the employee's scheduled shift.
	10.3 - Call Pay	Increases differentials and adds holiday call rate	<ul style="list-style-type: none"> Increases regular call from \$3.50 to \$4.50 per hour. <i>Effective Pay Period 26 (12/6/2010).</i> Increases excess call from \$4.00 to \$5.00 per hour. <i>Effective Pay Period 26 (12/6/2010).</i> Time spent on-call on a holiday shall be compensated at one and one half times the regular call rate. <i>Effective Pay Period 1 (12/20/10).</i>
	10.9 - Specialty Float Pool Differential	Converts existing differential from a % of pay to a flat rate	Specialty Float Pool nurses: <ul style="list-style-type: none"> <i>Pay provisions of this section will be effective Pay Period 2 (beginning 1/3/11).</i> .75 FTE or greater currently earning 20% will covert to the equivalent at \$8.00 per hour Similarly, .5 FTE to .74 FTE will earn \$4.00 per hour

			<ul style="list-style-type: none"> • Nurses who have not satisfied eligibility requirements for specialty cluster, regardless of FTE, will earn \$2.00 per hour until qualified. • Float Pool nurses hired into a specialty cluster will be oriented within a 120-day period, unless precluded by patient or co-worker safety issues. • Resource nurses who work a minimum of six (6) shifts per four-week work schedule will receive \$4.00 per hour. • Resource nurses in the Float Pool shall not be eligible for any of the differentials set forth in Sections 24.3.1 through 24.3.3. • Float pool nurses shall not be eligible for CNI pay • Unit nurses will be offered holiday cancellation and curtailment before float pool nurses earning the \$8.00 differential; in those units in which the float pool nurse is qualified to work.
10 - Differential Pay	10.10 - Interpreter Pay	Updates languages for which certification bonus is payable, circumstances under which payable and manner in which pay is delivered	<ul style="list-style-type: none"> • Increases certification bonus from \$300 to \$1000 per year per year if: <ul style="list-style-type: none"> ○ the employee is proficient in English and one of the languages determined by the Employer to be the most prevalent in the Employer's patient population, which may be amended from time to time (currently Spanish, Russian, Vietnamese, Chinese, Serbo-Croatian and American Sign Language). ○ Payable upon proper qualification by Employer as certified medical interpreter ○ No "work hours" requirement to receive • <i>Effective Pay Period 26 (12/6/10)</i>
	10.10.2 - Bi-lingual differential	Clarifies delivery of differential to nurses "regularly assigned" translation responsibilities	<ul style="list-style-type: none"> • 5% of straight rate of pay if : <ul style="list-style-type: none"> ○ The employee is regularly assigned 4 hours or more per week using a second language; and, ○ The Employer has determined that proficiency in the specified language is an essential element of the employee's job description; and, ○ The nurse has passed a language examination certifying bilingual proficiency in English and the specified language ○ MOU #9 provides for a task force to develop implementation standards for this section, including individuals who speak other than the prevalent languages listed in 10.10
	10.10.3- Single Benefit	Limits on bi-lingual benefit	<ul style="list-style-type: none"> • Nurses cannot receive both the interpreter bonus and the 5% differential, but will be entitled to receive the higher of the two for which eligible • Requires satisfaction of applicable criteria

	10.11.2 - CNI Shift Designation	Updates CNI administration	<ul style="list-style-type: none"> • CNI payable on <i>census and acuity basis only</i> as follows: <ul style="list-style-type: none"> ○ Any time designated by management ○ Unit with adjusted baseline 10 or less, down one (1) nurse ○ Unit with adjusted baseline more than 10, down two (2) nurses • “Prime time” is no longer a determining factor in the delivery of CNI. All time periods are managed as set forth above • CNI can be designated on a cluster basis, based on baseline staffing needed for each unit in the cluster. <ul style="list-style-type: none"> ○ CNI triggered when adjusted baseline in cluster below aggregate adjusted baseline staffing level for cluster, e.g. 4 units in cluster, each with baseline staffing more than ten; CNI triggered when 8 nurses down • Nurses can waive CNI to avoid cancellation or curtailment only
10 - Differential Pay	10.11.3 - Availability of CNI	Clarifies conditions under which CNI is payable	<ul style="list-style-type: none"> • Use of sick leave for bereavement purposes will be considered pre-scheduled time off and thus not preclude delivery of CNI in pay period during which bereavement leave is taken • CNI does not apply to stand by shifts, meeting or education hours, or a shift picked up for another nurse who is not CNI eligible
Appendix A	Section B - Hourly Rates of Pay	Updates schedules to reflect agreement upon increases	<ul style="list-style-type: none"> • Step adjustments effective first full pay period after: <ul style="list-style-type: none"> ○ 10/01/2010 – 2.25% ○ 10/01/2001 – 2.00% ○ 07/01/2012 – 2.00% ○ 04/01/2013 – 2.00% • <i>Increase effective in Pay Period 26 (beginning 12/6/10).</i> • <i>A retro payment will be processed for Pay Periods 22 – 25 on January 21, 2011 paycheck.</i>
<u>OPERATIONAL CHANGES</u>			
2—Association Privileges and Limitations	2.3 – Visit by Association Representatives Side Letter - Reasonable Access Guidelines	Establishes protocol for labor representatives visiting employer premises	<p>Provides that ONA Representatives will:</p> <ul style="list-style-type: none"> • Not conduct ongoing ONA business in patient care areas • Provide notice for each visit in a non-public area • Provide 24 hours notice whenever possible to Employer designee of timing and nature of visit • Notify of attendance at joint or shared governance meetings, and obtain approval for attendance at Employer-sponsored meetings • Otherwise comply with visitation rules developed by particular forums

			<ul style="list-style-type: none"> Nurses' requests for representative attendance at Employer meetings will not be unreasonably denied; absent time on agenda, an alternate time will be provided Schedule rooms, if available, using Employer processes
6 – Employment Practices	6.1.2 - Process for reporting harassment/discrimination due to protected class	Adds Human Resources as an office at which complaints may be filed	<ul style="list-style-type: none"> Supports performance improvement by providing additional resources to investigate cases of alleged discrimination and/or harassment
	6.10.9 - Employees' non-compliance with requirements	Outlines Employer and nurse obligations for compliance with job requirements and the consequences to the nurse for failure to comply.	<ul style="list-style-type: none"> Language expanded to include all mandatory and regulatory-required education, testing, etc. (previously phrased as JCAHO-required education, testing, etc.) Employer obligated to provide nurses opportunity to update/maintain their required education during working hours away from patient care responsibilities If unable to accommodate during work hours, allows for approval of other paid time, e.g. from home, day off, etc. Absent compliance, nurse will be placed on unpaid leave pending compliance or conclusion of disciplinary proceeding, if applicable
19 – Posting and Filling of Vacancies	19.3 - House Wide Posting	Adds position posting requirement	<ul style="list-style-type: none"> For units with mandatory call obligation, the posting must specify the call obligation for the unit
20 - Layoff and Recall	20.2 - Layoff Procedure	Revises section outlining the layoff process	<ul style="list-style-type: none"> Provides clarification of actions that constitute layoff and layoff procedures Changes to make provisions more understandable to nurses and to facilitate administration Details provided to impacted nurses, if and when applicable
25 - Parking	25.5 - Night Shift employees	Updates contractual obligations related to employees held over to day shift	<ul style="list-style-type: none"> Must call parking office so not ticketed No parking charges if out by noon, previously 10:00 am Hours past noon charged to the nurse at prevailing rate for hours parked.
	25.6 – Meeting Attendance	Updates obligations regarding non-mandatory meetings	<ul style="list-style-type: none"> Reimburse parking for non-mandatory meetings on non-work time Manager must approve meeting attendance to receive reimbursement

	25.7 – Unexpected work	Clarifies responsibility for parking costs	<ul style="list-style-type: none"> • Employer provides up to 20 reserved spaces for parking for unexpected report to work, e.g. from call • Employee responsible to pay cost of parking
Appendix D	Severance Program	New section complement to changes effected in Article 20	<ul style="list-style-type: none"> • Provides severance payment in lieu of nurse exercising placement and recall rights • Specifics will be provided to nurses if and when applicable
MOU #6	Predictable Temporary Unit Closures	New MOU details cancellation and/or curtailment during predictable unit closures	<ul style="list-style-type: none"> • Conceptually, provides nurses who want to work the opportunity to work, if possible, while giving nurses who want vacation the additional time off; or, a combination thereof • Provides Employer a predictable process to manage staffing
MOU #7	Alternative Process for Change in FTE Status	New MOU details process to change FTE without a job bid	<ul style="list-style-type: none"> • 18 month pilot program allowing nurses to work out requests for change in FTE status • Limited to once annually, initiated by nurse request or manager initiative • Applicable to unit and shift, shift defined broadly to include all start and stop times normally identified with the shift • Notice to all nurses of election period • Nurse must request change in writing within established deadlines • Election period no less than 14 days and no more than 30 days • Manager in consultation with UBNPC determines if requested changes can be accommodated • Changes will be FTE neutral, unless otherwise determined by the manager, and awarded based on seniority • Process to accomplish established by each unit, including manner for written request, e.g. email, directed to, etc. and approval communication.
MOU #14	Transportation and Parking Administration	Clarification and update of commitments	<ul style="list-style-type: none"> • Nurses moving from night shift back to day shift who previously had passes will have their passes restored. • OHSU will maintain cash incentive program for verified bicycle commuting.

SCHEDULING			
7 – Hours of Work	7.1.2 – Workday	Adds 12 hour shifts as a standard shift	<ul style="list-style-type: none"> • Does not require separate Memorandum of Understanding (MOU) as long as administered as set forth in Section 7.1.3 • Shifts in excess of 12 still require MOU prior to implementation

	7.1.3 - Twelve hour shifts	Defines obligations and benefits related to 12 hour shifts.	<ul style="list-style-type: none"> • Employer may implement 12 hour shifts in a unit when an open position exists • Nurses not currently working 12 hour shifts may not be required to do so without their consent except in a unit restructure in which case the Association must consent • Nurses working 12 hour shifts will be paid OT in excess of regularly scheduled shift (Section 9.1.1) • Nurses working 12 hours shifts will be provided 3 15-minute rest periods • Nurses will not be required to work more than 3 consecutive 12 hour shifts but may do so voluntarily • Employer will maintain mixture of shifts where those units currently have a mix if schedules of the shorter shifts can be coordinated to provide necessary staffing coverage
	7.2 - Scheduling of Work	Adds to UBNPC role and responsibilities	<ul style="list-style-type: none"> • In addition to UBNPC's role to review the Staffing Plan, adds review of sick leave usage, staffing alternatives such as self-scheduling, more part-time positions, and on-call scheduling and utilization
	7.6.3 - Modified mandatory call for senior nurses.	Establishes opportunity for different call requirements for nurses with 20 or more years of seniority	<ul style="list-style-type: none"> • Units may reduce mandatory call obligation for nurses with 20 or more years of service at OHSU • Extent of reduced obligation is dependent on number of senior nurses on unit and operational requirements as determined by manager in consultation with the UBNPC
	7.6.4 - Work on next scheduled shift	Establishes process for requesting sufficient rest period between completion of work on call and reporting for regularly scheduled shift	<ul style="list-style-type: none"> • Nurses who have worked a call shift and who desire a sufficient period of rest prior to returning to work a regularly scheduled shift may request not to work a portion of the regularly shift • Request must be made prior to end of call shift worked in manner prescribed by the unit • OHSU must make a reasonable effort to grant the request • OHSU can require nurse to report for remainder of shift after 8 hours of rest (time between clock-out and return clock-in) • Nurse can use vacation/holiday, compensatory time or LWOP for time off regularly scheduled shift; <i>cannot use sick leave</i>
	7.10.4 - Inclement Weather	Defines pay that is allowable to compensate for time off.	<ul style="list-style-type: none"> • Nurse can use vacation/holiday, compensatory time or LWOP for time off regularly scheduled shift. <i>Cannot use sick leave.</i>
	7.12.1 - Shift Curtailment	States pay options available during curtailment.	<ul style="list-style-type: none"> • Employees may utilize accrued leave or leave without pay, at the employee's discretion, for all curtailed hours.

			<ul style="list-style-type: none"> May use vacation/holiday, compensatory or unpaid time. While not specific in language, use of sick leave for this purpose is not appropriate based on the definition for use of sick leave under 14.2
	7.12.5 – Individual Maximums	Confirms hours applicable to maximums	<ul style="list-style-type: none"> Clarifies that only cancellation or curtailment of regularly scheduled shift hours count toward the individual and annual maximums. Voluntary cancellation / curtailment hours count toward the maximums Nurse may waive adherence to maximums, monthly, annual or both
<u>PAID TIME OFF</u>			
11 - Holiday and Vacation Benefits and MOU#10	All sections updated	Combines holiday and vacation banks into one scheduled time off bank	<ul style="list-style-type: none"> <i>Effective the first pay period of 2011</i>, holiday and vacation hours earned will be combined into one holiday and vacation bank of hours. Accrual and year of service maximums updated to reflect combined hours Bank maximum updated to 364 to accommodate consolidation. All payable at termination Hold bank increased from 50 to 70 hours to accommodate scheduled time off delays Voluntary cash out rules applicable to vacation also apply to new bank. See Section 12.4 May use hours in old “holiday” bank through September 30, 2011
12 - Utilization of Benefit time	12.1 – Scheduled time off; 12.2 – Unscheduled time off	Changes language to accommodate use of combined vacation and holiday bank	<ul style="list-style-type: none"> Unscheduled absences due to illness may be compensated from an employee’s sick leave or comp time bank. They may not come from vacation/holiday compensation accruals unless FMLA qualified or as approved by CNE, see below Employees may utilize vacation/holiday accruals for unscheduled absences due to personal reasons for which sick leave not available, e.g. tardy, early departure, but such use does not preclude discipline for poor attendance, if warranted. Nurse may make special requests to the Chief Nurse Executive for use of vacation/holiday time for unscheduled absences due to illness. Approval generally limited to exceptional circumstances
	12.4.3 - Voluntary cash-out	Clarifies implications of holiday bank consolidation with vacation bank.	<ul style="list-style-type: none"> Maximum cash-out of vacation/holiday or compensatory hours per occurrence increased from 40 to 50 hours. Conditions under which executed cash-out remain unchanged, i.e. done in advance, election irrevocable, etc.

13 – Vacation Leave Administration	13.4 - In-block Vacation Requests	Modifies block to facilitate approvals for peak demand times, e.g. summer and holidays.	<ul style="list-style-type: none"> The time periods for the 3 in-block vacation blocks and the deadline to request in-block vacation time has been adjusted forward by one month: <ul style="list-style-type: none"> Block One will now be February, March, April and May, requests due by 10/01 with response by 10/31 Block Two: June, July, August and September requests due by 02/01 with response by 02/28 Block Three: October, November, December, January requests due by 06/01 with response by 06/30 For the transition year, <i>May 2011 vacation requests will be combined with Block 2. Requests are due by 02/01/11 with response by 02/28/11.</i>
	13.5 - Filling of in-block requests	Clarifies order of filling in-block requests	<p>Approval for in-block requests in the following order:</p> <ul style="list-style-type: none"> Requests that do not exceed annual allotment Denied in-block requests Extended vacation requests <ul style="list-style-type: none"> Vacation time beyond annual allotment Employee must have 10 or more years of seniority and not taken an extended vacation in the last three (3) years Other requests exceeding annual allotment may be granted – cannot extend from one block to the next UBNPC can once each calendar year determine alternative scheduling methodologies, must present to AURN for discussion and review. Approved vacations and remaining time will be posted on unit on or before approval date set forth in Section 13.4
	13.6 - Application of Seniority; 13.6.1 – Option Superseding seniority; 13.6.2 – Special circumstances request	Revamps vacation approval process	<ul style="list-style-type: none"> In-block vacations determined on basis of seniority unless otherwise provided for below: <ul style="list-style-type: none"> Encourage employees to work out vacation conflicts Where annual allotment requests overlap blocks, seniority will not dislodge less senior employee in the next block <i>Option superseding seniority</i> allows for choosing to use seniority to secure time that would have otherwise been afforded to a more senior employee <ul style="list-style-type: none"> Available once every other calendar year during prime time and once each calendar year during non-prime time If option not needed to achieve desired time off, option is not deemed to be exercised <i>Special circumstances request</i> allows for request up to two (2) years out

			<p>to accommodate special occasions, e.g. wedding, etc.</p> <ul style="list-style-type: none"> ○ Can be exercised once every five (5) years ○ Deemed exercised when vacation is granted ○ Nurse cannot be displaced by more senior nurse during later request periods
14 - Sick leave	14.2 - Utilization of Sick Leave with Pay	Clarifies periods sick leave can cover	<ul style="list-style-type: none"> • Specifies that sick leave may be used as income replacement for regularly scheduled hours only for qualifying reasons • Not applicable as income replacement from extra shifts, e.g. regular other, etc.
	14.3- Bereavement Leave	Allows for resource nurses to take unpaid bereavement leave	<ul style="list-style-type: none"> • Added language that resource nurses shall have the same opportunity as regular nurses to take leave without pay • Nurse may be exempted from scheduling period work minimums, if warranted by length of approved time off • Annual work minimums will not be affected
	14.6 - Accrued Sick Leave Credits Following Termination	Restores sick leave in specific situations	<ul style="list-style-type: none"> • Employees who have been separated from service with the Employer for reasons other than retirement or termination for cause and who return to a position (except as a temporary employee) within 90 days of separation shall have unused sick leave credits accrued during previous employment restored • Sick leave credits for regular nurses returning to a resource position are not available for use unless or until the nurse returns to a regular position
15 - Leave of absence with pay.	15.1.6 - Pre-retirement counseling leave	Reduces hours available	<ul style="list-style-type: none"> • Reduction of paid hours for retirement counseling from 28 to 12. • Must be taken in 4 hour increments • Nurse must be within one (1) year of retirement • Notice for use reduced from 6 months to 5 days prior to intended use
MOU #12	Incentive for Reduction of Unscheduled Absences	Creates new process for positive recognition of employees regularly attending work	<ul style="list-style-type: none"> • Nurses with a .5 FTE or greater eligible • May convert sick leave to vacation leave as recognition for minimal unscheduled absences in preceding calendar year as follows: <ul style="list-style-type: none"> ○ Zero unscheduled absences = able to convert 24 hours of sick leave to vacation leave ○ One (1) unscheduled absence = able to convert 16 hours; and, ○ Two (2) unscheduled absences = able to convert 8 hours • Election no later than January 31 of each year • Process and forms to be distributed in January for 2011 election based on 2010 attendance

<u>DEVELOPMENT</u>			
21 – Staff development	21.1.4 - Annual Fund	Increases per FTE amount	<ul style="list-style-type: none"> Effective July 1, 2011 the funds available on units increase to \$250 per FTE; formerly \$200 per FTE
	21.5 - Staff Development and Educational Leave	Paid education days from one to two days per nurse	<ul style="list-style-type: none"> Two paid eight (8) hour days per benefitted nurse per year Use of the one added eight (8) hour day effective upon ratification.
	21.6 - Certification pay	Clarifies certifications eligible for receipt of pay	<ul style="list-style-type: none"> Certification must be relevant to the nurse's current area of practice Relevancy of such certification will be determined by the Chief Nurse Executive (CNE) and the Professional Nursing Care Committee (PNCC) Relevancy assessed by CNE and PNCC and nurses notified if not relevant as soon as practical following contract signing
<u>RESOURCE NURSES</u>			
24 – Resource Nurses	24.1 - Position Requirements	Clarifies minimum work requirements	<ul style="list-style-type: none"> Clarifies that only work hours satisfy minimum requirements Satisfaction of hours requirement changed from per month to per 4 week cycle Updates exemption for faculty nurses to specify they must be actively engaged in clinical instruction at an accredited nursing school and are expected to maintain satisfactory job performance.
	24.8 - Filling of positions	Adds right of resource nurse to question need for new regular FTE	<ul style="list-style-type: none"> Allows nurses to request a review and question need for addition of an FTE position based on hours worked during previous 4-month period Requires review by Director Should it be determined necessary by the Director in consultation with the UBNPC, a regular position may be posted. Nurse who raised question not guaranteed to receive job Use of resource nurse hours to cover vacation or other leave will not be considered in determination of FTE need
	24.11 - Time off (Resource nurses)	Expands time available for personal leave	<ul style="list-style-type: none"> Personal leave allowance changed from one (1) month to two 4-week periods each year Still required to fulfill annual work requirement
<u>COMMITTEES/ TASK FORCES</u>			
27 Committees	27.2.1 - Role of the UBNPC	Defines role of UBNPC	<ul style="list-style-type: none"> Strengthens language regarding the UBNPC's role as the foundation for shared governance at the unit level Provides for the involvement of the UBNPC in local decision making.

			<ul style="list-style-type: none"> Each patient care area should be represented by a UBNPC, and ambulatory care areas, small nursing units, and non-traditional areas may define what constitutes a “unit” for purposes of this UBNPC representation
	27.2.2 – Recommendations, functions and authorities	Updates and clarifies UBNPC scope and authority	<ul style="list-style-type: none"> Consistent with Nursing Shared Governance Model and Professional Nursing Bylaws, as amended from time to time Adds responsibility for input on unit specific scheduling practices
MOU #8	Reward/Recognition Program Task Force	Creates new task force to investigate a reward/recognition program	<ul style="list-style-type: none"> Task force to be assembled by 2/1/2011 Recommendations tied to the Employer’s professional practice model Six (6) members from Employer, six (6) from Association Co-chaired by Employer and AURN representatives ONA and HR representatives as non-voting members to consult with task force Task force to make recommendations to Employer and Association by September 30, 2011
MOU #9	Interpreter Pay Task Force	Creates new task force to explore and recommend meaningful standards for Section 10.10.2	<ul style="list-style-type: none"> Task force to be assembled within 90 days from ratification Standards applicable to the implementation of Section 10.10.2 of the Agreement around bilingual differential Three (3) members from Employer and three (3) from AURN Recommendations to AURN collaborative no later than one year following agreement execution
MOU #13	Strategic Transportation and Parking Advisory Council	Provides opportunity for parties to collaborate in development and recommendation of parking and transportation strategies	<ul style="list-style-type: none"> University-wide council to be assembled by 4/1/2011 To make recommendations regarding parking and other transportation issues Includes one ONA member, can be labor representative If AURN member, will be compensated at straight rate of pay for time spent on the council Council responsible to report to ELT provided for by contract and to report to ELT every six (6) months