

AGREEMENT BETWEEN
Oregon Health & Science University
&
AFSCME House Officers Union

2020-2023

This first contract is dedicated to Joe Ensign Lewis (08/20/85–3/30/19)

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ARTICLE 1. RECOGNITION AND UNION SECURITY

1.1 Scope of the Bargaining Unit

1.1.1 Oregon Health Sciences University (the Employer) recognizes AFSCME Council 75, doing business as House Officers United, as the exclusive bargaining agent and representative for all ACGME-accredited House Officers, including residents, interns, and fellows, who hold a Medical Doctor or Doctor of Osteopathic Medicine degree required for training in their program and are employed by the Employer, excluding:

- a. Faculty instructors (e.g., non-ACGME fellows);
- b. Chief Residents who have completed their first board residency program (except Chief Residents who have started a new residency program);
- c. All Pharmacy, Medical Physics, Nursing, Population Health, and Dental house officers (except Oral and Maxillofacial Surgery residents in their 52-month hospital residency);
- d. All managerial, supervisory, and confidential employees;
- e. Employees who are not permitted by law to be part of a union;
- f. House officers who are performing research and not receiving payment from OHSU; and
- g. All other employees.

1.1.2 As used in this agreement, the terms “House Officer” or “House Officers” shall include one or more members of the bargaining unit as defined above.

1.1.3 For House Officers at facilities not owned and operated by the Employer, the University will only be required to meet and confer over matters within the scope of representation subject to the University’s control, or as otherwise required by law.

1.2 Union Security and Dues Deduction

1.2.1 Union Security. Residents may elect, but shall not be required, to join the Union and become Union members. At any time, changes to union membership status must be submitted in writing by the Resident to the Union. Union membership status shall, unless terminated by the Resident, recommence upon reinstatement following a period of extended leave.

1.2.2 Dues Deduction. The Union shall notify the Employer of the current rate of dues and other authorized deductions in a timely manner, which will enable the Employer to make the necessary payroll deductions. On each pay period, the Employer shall deduct the Union dues as a percentage of salary from the wages or stipend amounts of Union members in the bargaining unit who have requested such deductions pursuant to statute. The first deduction shall begin on the first full payroll period following authorization received by OHSU. OHSU 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, OHSU identification numbers, and the amount remitted for all members from whom deductions were made during the period for such remittance. This file shall be in a mutually-agreeable, editable, non-proprietary, machine-readable format, in accordance with HB2016.3.

1.2.3 Union Notification Obligations. The Union will make deduction authorization forms signed by Union members available to OHSU. The Union will also notify the university by close of business on the Friday immediately preceding each pay week of individuals who have authorized deductions or whose authorization has been cancelled or terminated consistent with the agreement(s) between the Union and Union member. The Union shall also provide the university and Human Resources thirty (30) days' advance notice of a change in the amount of dues.

1.2.4 Other Deductions. Provisions of this article shall apply to any other deductions from checks for any other Union-related voluntary fee or assessment authorized by statute including, but not limited to, the PEOPLE deduction.

1.2.5 Indemnification. The Union agrees that it will indemnify, defend and save OHSU harmless from all suits, actions, proceedings, and claims against OHSU or person(s) acting on behalf of OHSU, whether for damage, compensation, attorney fees or costs, reinstatement or combination thereof arriving out of OHSU's implementation of this Article.

ARTICLE 2. UNION PROVISIONS

2.1 Access

2.1.1 Visits by Union Representatives. The Union will provide the Employer with a list of those Union staff members designated as authorized representatives. The representative, after advising the appropriate Human Resources Director or designee at least twenty-four hours in advance, shall have reasonable access to the premises of the Employer, in accordance with Employer policy, at any time during working hours to conduct Union business and to assist in the processing of grievances under the terms of this Agreement. Such visits are not to interfere with the normal flow of work, including the delivery of patient care or required educational activities.

2.1.2 Use of Employer's Electronic Mail (e-mail). Employees shall be permitted use of the Employer's e-mail system for the purpose of communicating with the Union and co-workers regarding Union matters, provided the origination and reading of such communication occurs during non-duty hours.

When the Union wishes to send an email from external sources through the Employer's email system to a group or groups of bargaining unit employees greater than fifty (50) total, the Union will provide the draft message to the designated Employer representative at least two (2) full business days (i.e., at least 48 hours) in advance. Messages shall pertain to Union social functions, meetings, educational opportunities, elections, appointments, notice of professional affairs, and bargaining updates. E-mail messages shall not be demeaning, inflammatory or derogatory in nature.

ARTICLE 3. MANAGEMENT RIGHTS

Management of the University is vested exclusively in the University, including educational programs and the authority to make all decisions related to managing its programs. Except as expressly provided otherwise in this Agreement, the management rights of the University include, but are not limited to,

- the rights enumerated in ORS 243.650 through 243.782;
- the right to establish and control the University's missions, programs, activities, resources, and priorities;
- to establish, revise and administer procedures, reasonable rules and regulations;
- to alter or discontinue existing equipment, facilities, and location of operations;
- to determine or modify the number, qualifications, responsibilities and assignment of House Officers;
- to evaluate and to determine the processes and criteria by which the performance of House Officers are evaluated;
- to establish, maintain, modify or enforce standards of performance, conduct, order and safety;
- to discipline or dismiss House Officers with due process;
- to determine the eligibility and selection criteria of House Officers;
- to determine and assign the training assignments of House Officers;
- to determine House Officer schedules and hours within ACGME duty hour limits;
- to assign work locations;
- and to take whatever actions are necessary in the event of an OHSU-declared emergency, subject to the University's duty to bargain any unilateral change in mandatory subject working conditions for this bullet point only.

Except as expressly provided otherwise in this agreement, the University has the sole and exclusive authority to make all decisions involving patient care, including the procedures, facilities, and equipment to be used, as well as to determine, establish and change staffing levels and the coverage for each service, shift, and department. All such matters, as well as matters relating to clinical judgment, shall be made at the sole discretion of the University except as expressly provided otherwise in this agreement.

Except as expressly provided otherwise in this agreement, the University has the sole and exclusive authority to make all decisions involving educational policy; to establish the standards and

qualifications for selection and advancement through the Residency and Fellowship programs; and to determine the training methods and curricula to be utilized in the Residency and Fellowship programs.

The determination of whether duties will be assigned to House Officers or other individuals, or reassigned from House Officers to other individuals, will be made by the University.

For House Officer training facilities over which the University does not have sole operational authority, the language in this Agreement will not supersede facility-specific practices.

The above list of management rights is not exhaustive and does not exclude other management rights not specified herein, nor will the exercise or non-exercise of rights constitute a waiver of any such rights by the University.

ARTICLE 4. EMPLOYMENT PRACTICES

4.1 Work Schedules

Starting with the 2021-2022 academic year, the Employer will make a good faith effort to provide final duty and call schedules for residents three (3) months in advance of the start of the schedule period.

Changes may be made to the final schedule due to mutual agreement or emergent, unforeseen, or unavoidable circumstances, as determined by the Program Director or designee. Examples of emergent, unforeseen, or unavoidable circumstances include, but are not limited to, modified operations, unforeseen changes in patient census or scheduling patterns, sick leave, family and medical leave, medical or academic accommodations, jury duty, military leave, bereavement leave, personal leave, and parental leave. Failure to provide final duty and call schedules for residents three (3) months in advance of the start of the schedule period shall be discussed and reviewed by the Labor Management Committee.

4.2 Moonlighting

4.2.1 ACGME Institutional and Common Program Requirements:

- Residents/Fellows cannot be required to engage in moonlighting.
- Residents/Fellows must have written permission from their program director to moonlight.
- The training program will monitor the effect of moonlighting activities on a Resident's/Fellow's performance in the program, including that adverse effects may lead to withdrawal of permission to moonlight.
- Moonlighting must not interfere with the ability of the Resident/Fellow to achieve the goals and objectives of the educational program, and must not interfere with the Resident's/Fellow's fitness for work nor compromise patient safety. The program director may withdraw permission to moonlight if there is an adverse impact on the

performance of the Resident/Fellow. Time spent by residents/fellows in internal and external moonlighting must be counted toward the 80-hour maximum weekly limit.

- The Sponsoring Institution or individual programs may prohibit moonlighting by its Residents/Fellows.

4.2.2 OHSU Institutional Requirements:

- Moonlighting Hours must be entered into the MedHub work hours' log.
- Residents/Fellows must have an Unlimited License from the Oregon Medical Board regardless of where they moonlight, including OHSU.
- If moonlighting at OHSU, they must complete an OHSU Moonlighting Agreement prior to moonlighting.
- Due to Medicare regulations, Residents/Fellows may moonlight and bill for services at OHSU outside of their GME specialty program only in ambulatory care settings or the Emergency Department. They may moonlight in inpatient settings outside of their GME specialty program, but may not bill for their services, and teaching physician billing must not occur.
- Residents'/Fellows' moonlighting activities must not be included in MedHub schedules.
- Internal Moonlighting is defined as moonlighting within a Resident's/Fellow's program's normal activities. For internal moonlighting, a Resident/Fellow must have an Unlimited License, be supervised, and must not bill for patient care services. Teaching physician billing must not occur.

4.2.3 Moonlighting Outside of OHSU:

- Arrangements with non-OHSU facilities for moonlighting will be made between the Resident/Fellow and the facility. OHSU is not a party to these agreements.
- Residents/Fellows must have their own malpractice insurance coverage and be credentialed by the agency with whom they have contracted.

4.2.4 If ACGME requirements regarding moonlighting change in the duration of this Agreement and are contrary to any element of this article, the parties will follow the ACGME requirements.

4.3 Non-Discrimination

4.3.1 Protected Classes

This Agreement shall apply equally to all employees without regard to age, race, religion, sex, color, disability, national origin, veteran status, sexual orientation, gender identity, marital status, parental status, or political affiliation.

The Employer and the Union also agree to abide by all local, state and federal laws relating to equal employment opportunities and discrimination. Employer administration, faculty, staff, volunteers and students are all responsible for maintaining an environment for work, study, and the provision of services free from harassment based on a protected class.

4.3.2 Reasonable Accommodation

Any employee who has a physical or mental disability that impairs that individual's ability to perform their job may contact the Affirmative Action Equal Opportunity Department (AAEO) to request a reasonable accommodation. AAEO implements a process to determine whether employees, patients, applicants and employee-sponsored event attendees are qualified for accommodations under the Americans With Disabilities Act (ADA), or the Rehabilitation Act. If applicable, AAEO assesses what reasonable accommodations are available to assist requesting individuals.

If an employee has a request for an academic accommodation, that shall be handled by AAEO.

4.3.3 Religious Accommodation

AAEO reviews requests for employee accommodation for religious beliefs in a manner that is consistent with state and federal law.

4.3.4 Affirmative Action

The Union agrees that it will cooperate with the Employer's implementation of applicable Federal and State laws and regulations pertaining to affirmative action, including but not limited to Presidential Executive Order 11246 as amended by Presidential Executive Order 11375.

4.3.5 Complaints of Discrimination or Harassment. Employees are encouraged to file all complaints alleging discrimination or harassment of a protected status as identified above with the Employer through its AAEO Department. Alternatively, employees may file a complaint with the Union, Integrity Department, the Human Resources Department, the employee's Program Director, or the appropriate state or federal agency for resolution. If filed with the AAEO Department, the complaint shall be processed under the Employer's rules pertaining to discrimination complaints. If the complaint is not satisfactorily resolved by the AAEO Department's process, it may be submitted to the appropriate state or federal agency for resolution.

4.4 Uniforms

Two (2) new long white physician coats in appropriate sizes will be issued to each House Officer.

A minimum of three (3) clean sets of scrubs shall also be provided to House Officers who currently receive scrubs.

The University shall provide laundering services to House Officers pursuant to departmental policy and practice.

4.5 Elective Rotations

House Officers pursuing elective rotations in other institutions shall be paid their regular salary while on an elective rotation away from OHSU.

The Employer shall make the rubric and/or criteria for considering away electives electronically available to house officers. If the GMEC denies an away elective application, the GMEC shall provide to the house officer the reason for the denial and, upon request by the house officer, an opportunity for the house officer's Program Director or designee to review and to provide input to GMEC for potential reconsideration of the decision.

4.6 Workspace

Workspace shall be a standing item at Labor Management Committee meetings. House Officers may also bring space concerns/request to the OHSU Space Committee.

ARTICLE 5. COMPENSATION AND BENEFITS

5.1 Annual Salary Stipend

Represented House Officers shall be entitled to a salary increase of at least 0.5% over their salary at the time of ratification, effective the second full pay period after ratification by both parties. For the 2021-2022 academic year, House Officers will receive at least a 2.5% increase over the then-current PGY salary. For the 2022-2023 academic year, House Officers will receive at least a 2.5% increase over their then-current salary. The 2021-2022 and 2022-2023 academic year increases will be effective for incoming House Officers on the day that they begin employment, and will be effective for re-appointed House Officers on the first regular payroll period after July 1 of each respective year.

If the Employer deems it necessary to provide salaries above these amounts, such salaries shall be determined by the Employer on a yearly basis using AAMC weighted West Coast mean data, adjusted for aging and budget.

5.2 Housing Allowance

The Employer agrees to pay each individual in a represented House Officer position a housing allowance in the amount of:

- Two thousand dollars (\$2,000) for the full 2020-2021 academic year. The initial portion of this payment, covering the period from the start of the academic year to the date regular payments begin, will be paid no later than the second regular payroll after ratification by both parties, as described in Memorandum of Understanding. After that point, the remainder of the annual payment will be paid pro rata in the first two paychecks of each month.
- Two thousand and one hundred dollars (\$2,100) for the full 2021-2022 academic year, paid pro rata in the first two paychecks of each month.
- Two thousand two hundred and five dollars (\$2,205) for the full 2022-2023 academic year, paid pro rata in the first two paychecks of each month.

5.2.1 Process

The housing allowance is subject to withholding tax. It is considered taxable compensation paid as wages.

Payment will be made while the House Officer holds an active appointment in the academic year.

5.3 Relocation Assistance

Represented House Officers shall receive a one-time reimbursement up to \$1,000.00, available beginning in July 2021 and continuing through the duration of this Agreement, to offset housing and relocation costs incurred as a result of relocating to be within 20 miles of the main location of the House Officer's residency or fellowship (approximating the call area). The reimbursement shall be available in the first quarter of the first year of employment or, for House Officers wishing to use the reimbursement to relocate to a rural site part-way through their program, in the first quarter of time spent at the rural site. House Officers (including former OHSU medical students) who relocate to a site where they will train for less than one year in length or who relocate from one area within 20 miles of the main location of the House Officer's residency or fellowship to another area within 20 miles of the main location of the House Officer's residency or fellowship are not eligible for reimbursement for relocation costs.

5.4 Meal Allowance

Each House Officer who has a schedule requiring them to remain at OHSU or the VA beyond the usual workday/night (over 12 hours) will be provided a meal allowance according to the Employer's policy. Any unused portion of a House Officer's meal allowance shall be carried over into the next month for a maximum of three (3) months. A House Officer is not eligible for any cash reimbursement of an unused meal allowance. The purpose of the meal allowance is to purchase a meal while the Represented House Officer is on shift or on-call status and in the hospital.

5.5 Work-Required Expenses

The Employer shall provide the following for equipment, materials, and expenses required for House Officers to perform their work:

- Employer payment of the following while a represented House Officer is employed at OHSU;
- fees associated with required OMB limited licensure for all PGY years (because OHSU directly purchases limited licenses for House Officers, House Officers may not apply the cost of a limited license to other types of license);
- OHSU-required certifications, including, as applicable per program, BLS, ACLS, ATLS, NRP, and PALS; and
- USMLE Step III or COMLEX Level 3 Exam fees, as applicable.

A one-time stipend of \$500 per House Officer in FY2021 for equipment required for work.

In addition, House Officers may use the minimum funds guaranteed under Article 5.6, Education and Professional Development, to purchase equipment required for work (medical equipment, phone, laptop, etc.).

5.6 Education and Professional Development

OHSU shall reimburse Residents for authorized expenses as follows in recognition of educational objectives incurred for events or equipment that are not required but may further the Resident's professional development.

5.6.1 Eligibility for each academic year:

Bargaining unit members are eligible for the following reimbursements per academic year, as a minimum. Specific department funding awarded for the same purposes may exceed this amount:

July 1, 2020: at least \$500.00 per academic year;

July 1, 2021: at least \$750 per academic year;

July 1, 2022: at least \$750 per academic year.

Funds that are not used in a single academic year cannot be rolled over for use to future years.

5.6.2 Activities that can be reimbursed include but are not limited to:

- Annual education conference(s), if approved by the House Officer's Program Director, including registration, travel, lodging, food

- Textbooks, journals
- Exam review materials/courses
- Professional association membership/fees
- Scholarly activities: publication fees, statistician, poster printing, etc.
- Equipment required for work (medical equipment, phone, laptop, etc.).

5.7 Parking and Transportation

Represented House Officers shall receive parking access substantially comparable to their current parking access. In addition, represented House Officers are eligible for alternate transportation benefits, such as subsidized bus passes, provided to non-represented staff.

5.8 Chief Resident Stipend

A House Officer who serves as Chief Resident will receive whatever department funds are available and allocated for that purpose by the Employer.

5.9 Partial/Extended Years

The benefits included in this agreement are intended for a full academic year. If a house officer is not covered by this agreement for a full academic year, then the benefits will be pro-rated for the portion of the year when the house officer is covered by the agreement. House officers who extend their PGY year beyond the academic year will begin to receive the following academic year's benefits during the extension. However, they will not receive more than the benefits for a full academic year.

For example, if a house officer's PGY year is extended by one month beyond the academic year, during the extension they would receive a portion of the new academic year's housing stipend, additional education/equipment reimbursement, and additional leave. They would receive the increased salary for their PGY year (listed in Article 5.1, Annual Salary Stipend) during the extension, but would not receive a salary increase from one PGY year to the next until they complete the extension and are re-appointed for another PGY year.

5.10 Retirement

In June of each year, OHSU shall contribute into a 457(b) plan an amount equal to 3% of each House Officers' salary earned during the preceding academic year.

ARTICLE 6. INSURANCE AND HEALTHCARE

6.1 Insurance Coverage and Employee Benefits Council

The Employer shall provide at least two (2) medical networks, including one network that includes non-OHSU health care provider service and one OHSU network. Insurance coverage is otherwise governed by the rules of the Employee Benefits Council.

6.2 Healthcare Resources

The Employer's benefits department will present available benefits to new house officers, including house officers at rural sites. If a House Officer has a concern regarding the healthcare resources available in-network for their elected health plan, they shall provide specific details regarding their concerns to the Employer's benefits department by contacting benefits@ohsu.edu. The Employer will make a good faith attempt to resolve the concern(s) within a reasonable time.

6.3 Mental Health Counseling

In accordance with the ACGME Common Program Requirements, and in support of a "culture of well-being," OHSU shall provide free confidential counseling and coaching services through the Resident and Faculty Wellness Program.

ARTICLE 7. TIME AWAY FROM WORK

7.1 Vacation

House Officers shall receive a total of twenty (20) Vacation Leave "working days" per academic year. House officers shall receive seven consecutive days off for use of five vacation leave working days. A part-time House Officer receives the proportionate amount, based on the percent and duration of the appointment.

Vacation Leave shall be requested by the House Officer in writing and scheduled with the agreement of the Program Director or his/her designee. The default vacation scheduling shall be seven consecutive days off, but the House Officer and Program Director may mutually agree to a different schedule. Changes in the Leave schedule may be initiated by the Program Director when required by department activities. The Program Director shall endeavor to give advance notice of any change. House Officers wishing to make a change in the posted Leave schedule must submit a written request. Approval of such requests is subject to the staffing requirements of the training program and the discretion of the Program Director or his/her designee.

Vacation Leave will not carry over from one academic year to another. Vacation Leave must be taken during the period of appointment unless an exemption is granted to the department by the Associate Dean for Graduate Medical Education.

7.2 Sick Leave

House Officers shall receive a lump sum of fifteen (15) working days of Sick Leave at the start of each academic year. A part-time House Officer receives the proportionate amount, based on the percent and duration of the appointment.

Sick Leave may be utilized for any of the purposes allowed in Oregon's sick time law, FMLA or OFLA, for necessary medical or dental care, or bereavement.

Each House Officer shall immediately notify his/her Program Director of any illness or injury and, if requested by the Program Director, shall provide physician records to document illnesses lasting three (3) or more days. Predictable absences must be requested in advance. House Officers will communicate unforeseeable absences in accordance with Program reporting requirements or as soon as practical, given the circumstances.

Sick Leave which remains unused at the end of an appointment year will carry over to the following appointment year if the House Officer is reappointed. Unused Sick Leave is not paid to the House Officer upon separation from OHSU.

7.3 Professional Leave

With the approval of the Program Director, House Officers shall be granted five (5) work days of Professional Leave with pay per academic year to pursue scholarly activities pursuant to their educational curriculum. Additional days, such as those used to renew required certification or licensure, may be granted with the approval of the Program Director. Time not taken may not be carried over from one academic year to the next and will be forfeited.

7.4 Personal Leave

With the approval of their Program Director, a House Officer may be granted a Personal Leave without pay when other leave balances have been exhausted, for the House Officer's convenience, but in granting the Leave, the best interests of the training program shall be considered.

- Personal Leave(s) may be granted for personal needs not otherwise specifically provided for by this contract.
- The Training Program Director may approve a Personal Leave for a period not in excess of six (6) months.
- The Associate Dean for Graduate Medical Education may grant individual exceptions to the 6-month limit.

7.5 Parental Leave

A pregnant House Officer and their Program Director, in conjunction with Employee Health, may discuss how to modify the House Officer's duties and/or schedule to accommodate the pregnancy.

The Employer will comply with all applicable laws related to pregnancy, lactation, and family leave.

7.5.1 Paid Parental Leave

Until January 1, 2023, a House Officer who has completed at least one year of employment with the Employer with no break in service, is the intended parent of a newborn or newly-adopted child, and is eligible and approved for protected leave under FMLA and/or OFLA for birth or adoption of a child is entitled to up to three calendar weeks of leave paid at 100 percent of the House Officer's salary at the time leave is taken. Paid parental leave must be taken as a block of leave during an approved FMLA/OFLA absence following the birth or adoption of a child, but no later than one year following the birth or adoption. The House Officer will designate the period of time during the FMLA/OFLA leave that paid parental leave will apply. Paid parental leave runs concurrent with leave under FMLA/OFLA. During the duration of a House Officer's approved leave under FMLA/OFLA, the employee can be paid through use of Vacation Leave or Sick Leave accruals, the paid parental leave benefit, or a combination of all of the above.

7.5.2 Family and Medical Leave

A House Officer who starts their residency at another institution because the Employer does not offer a specialty requirement and who subsequently begins employment at OHSU will be credited with their time at the other institution for the purpose of determining whether they are eligible for protected leave under FMLA and/or OFLA. However, this credit shall not apply for the purpose of eligibility for paid parental leave.

7.5.3 Holiday Leave

Residents/fellows will be granted up to nine (9) holidays each year per OHSU Policy 03-25-025. These holidays currently include: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Day. Since OHSU's and affiliated site's clinical activities function 24/7, it may be required that residents/fellows work on recognized holidays. The programs should have processes/procedures in place to share the holiday work as evenly as possible within the scheduling constraints of the program, understanding that it is not possible to provide equal holidays off for all residents/fellows.

If residents/fellows take vacation during which one of these paid holidays occurs, they must be allowed to use the paid holiday in lieu of using a vacation day. The unused vacation day must be allowed to be applied to another day or vacation block. The unused vacation day may also be allowed to be applied to education leave upon the approval of the program director.

Employees who are US Veterans as defined under Oregon law (ORS 408.225) who are scheduled to work at the VA on Veterans Day (Nov. 11) are entitled to a day of leave, providing they request the leave at least 21 days prior to Veterans Day. Veterans Day leave is unpaid; however, employees may use vacation.

ARTICLE 8. HEALTH AND SAFETY

8.1 Health and Safety Standards

OHSU agrees to abide by standards of safety and health in accordance with federal and state regulations and will ensure that Residents are provided with appropriate information and training in order to comply with such regulations and with applicable OHSU policies and procedures. OHSU and HOU encourage Residents to work safely, to follow established safety and health rules, and to report to their Program Director (or designee) or Environmental Health Safety (EHS) all safety or health risks. EHS may be contacted at ehs@ohsu.edu. All employees are encouraged to utilize the services of the Program as a consultative resource for all safety, health and environmental issues.

8.2 Safety Devices and Clothing

Proper safety devices and clothing shall be purchased and provided for all Residents engaged in work where such devices are necessary to meet the requirements of the Oregon Occupational Safety and Health Division (OR-OSHA). Residents will be trained prior to use in such safety devices and clothing. Such equipment, where provided, must be used.

8.3 Refusal to Perform Allegedly Unsafe Work

If a Resident claims that an assigned job, or assigned equipment, is unsafe or might unduly endanger their health, and for that reason refuses to do that job or use the equipment, the Resident shall immediately give, in writing, their reasons for this conclusion to their Program Director or designee. Where a health and safety determination has already been made, the supervisor shall contact EHS to assure that the prior determination still applies. If no determination exists, the supervisor shall request EHS to make an immediate determination as to the safety of the job or equipment in question.

8.3.1 State Involvement

If further information or clarification is needed, EHRS may contact OR-OSHA for assistance. Understanding that OSHA generally controls timing of investigations, the Employer will make a reasonable effort to ensure that a Union Representative or Steward, EHRS Representative, and the supervisor may accompany the governmental agency representative and Resident during this determination.

8.3.2 Impact on Resident Pending Determination

Pending determination provided for in this section, the Resident shall be given suitable work, if available, by the Program Director or designee. If no suitable work is available, the Resident shall be placed on a paid leave of absence until the determination is provided.

8.4 Ergonomics

Residents and Program Directors are expected to seek resources and information to prevent injury using the OHSU Ergonomics Program, which can be found on the Risk Management website.

Ergonomic assessments related to a medical condition will be conducted by Risk Management upon written request of the Resident to their supervisor.

8.5 Work with Dangerous Materials

Any Resident who will disturb, 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 or informed as to the proper procedures to follow. No Resident shall be required to work around these substances without proper training and protective equipment.

8.6 Exposure to Serious Communicable Disease or Blood or Bodily Fluid Exposure

If in the conduct of official non-virtual duties in an OHSU-owned or leased workplace or at an approved off-campus rotation, a Resident is exposed to serious communicable disease or blood or bodily fluid exposure which would require immunization or testing, and if immunization or testing will prevent such disease from occurring, the Resident shall be provided immunization against or testing for such exposure without cost to the Resident upon request.

ARTICLE 9. LABOR MANAGEMENT COMMITTEE

In the interest of fostering a cooperative approach to resolving problems, the Union and the Employer shall form a labor-management committee made up of no less than three (3) representatives of each party. There shall be two co-chairs consisting of one house officer representative and one Employer representative. The Union and the Employer agree to hold labor-management meetings quarterly. These meetings will occur at a mutually acceptable time, date and place at OHSU to discuss issues related to working conditions, facilities, and items related to this Agreement. In no event will the committee engage in negotiations or reinterpretation of the contract beyond consulting materials generated during bargaining. Meeting times may occur outside of normal business hours. The union shall contact Employer Labor Relations to initiate scheduling of the meetings. At least seven calendar days in advance of the scheduled meeting, the Union shall provide a proposed agenda for the Employer to comment on and supplement.

In light of this new Committee, the House Officers Association will be disbanded upon ratification of this Agreement. However, the Designated Institutional Official and GMEC will establish a forum allowing all residents/fellows from the ACGME-accredited programs to communicate and exchange information with other residents/fellows and program leadership relevant to their programs and the learning and working environment. The focus of this forum will be distinct from that of the Labor Management Committee.

ARTICLE 10. DISCIPLINE AND DISCHARGE

10.1 Definitions

For purposes of this Agreement, discipline will include any verbal warning, written warning, or discharge for employment-related misconduct that is not covered by the disciplinary process under GME Policy 19. For reference, GME Policy 19 is attached as Appendix to this Agreement. However, check GME's intranet for the most recent Policy 19, because GME policies are subject to change.

10.2 Informal Discussions

Recognizing the value of such actions, both OHSU and the Union encourage the use of informal discussions between a Resident and Program Director or Attending Physician or non-bargaining unit Chief Resident, as applicable, in an effort to resolve any performance problems. Such interactions shall not be considered disciplinary.

10.3 Just Cause

No Resident shall be disciplined except for just and sufficient cause. Disciplinary sanctions shall generally be imposed in accordance with the principles of progressive discipline which recognize that the severity of the offense may justify or warrant bypassing lower levels of discipline.

10.4 Redress

If discipline is imposed, the Resident who disagrees with the sanction may seek redress through the grievance procedure(s) provided in this Agreement, unless otherwise prohibited by the agreement. Action by OHSU under this article is not stayed by the filing of a grievance or by arbitration, except by mutual agreement. A grievance concerning discharge may be filed at Step 2 of the Grievance Procedure (Article 11.6.2).

ARTICLE 11. GRIEVANCE AND ARBITRATION

11.1 Grievance Procedure

The parties encourage faculty and House Officers to solve issues among themselves at the earliest possible time, preferably prior to initiating a grievance.

11.2 Non-Grievable Disputes

1. A grievance does not include and this article does not apply to (i) issues covered by the disciplinary process under GME policies in effect at the time; (ii) the implementation or application of academic standards, policies, and procedures; (iii) disputes over an academic degree, program requirements, a non-reappointment decision, promotion from one PGY level to the next, or course offerings; (iv) accreditation-related issues over which the Program Director, Designated Institutional Official, or GMEC has authority; and (v) disputes about benefits (monetary or non-monetary) provided to House Officers that are not pursuant to or incorporated by reference into this Agreement. Appeals related to these matters are covered under the GME Grievance Policy.
2. A verbal warning, coaching or counseling shall not be grievable.
3. Nothing in this Collective Bargaining Agreement shall be deemed as a waiver or limitation of the right of any House Officer to file claims under any other process allowed under law or OHSU policy.

11.3 Definitions

For the purposes of this article:

- “Day” means a calendar day from Midnight to 11:59 p.m.
- A “grievance” is any dispute arising out of or concerning the application, meaning, or interpretation of this Agreement.

11.4 Time Extensions

No extension of any time limit set forth in this Article may occur without the written agreement of OHSU Human Resources and the Union representative. Failure of a House Officer or the Union to meet a time limit shall constitute withdrawal of the grievance with prejudice. Failure of OHSU to meet a time limit shall constitute an automatic progression of the grievance to the next step. Requests for extensions of time before expiration of a time limit will be given due consideration by the parties.

11.5 Union Representation

Once a House Officer or the Union files a grievance, the House Officer shall not be required to discuss the subject matter of the grievance without the presence of a Union representative if desired. However, a grievant may pursue the grievance through Steps 1 and 2 without the assistance of the Union if preferred.

11.6 Grievance Steps

11.6.1 Step 1

The House Officer or the Union on the House Officer’s behalf shall file a grievance on an official Grievance Form no later than thirty (30) days following the date the House Officer or the Union first knew or should have known of the alleged contract violation.

The grievance must cite the specific contract article believed to have been misapplied or violated and a specific remedy to adjust for any such discrepancy. The grievance shall be filed with Human Resources and the Union if a House Officer is filing the grievance without the assistance of the Union.

The parties shall meet at the earliest opportunity and attempt to develop a mutually acceptable solution. The meeting may be attended by a Union representative at the House Officer’s request and a Human Resources representative and other OHSU personnel as necessary. If a solution is reached at this or a subsequent meeting, it shall be reduced to writing and signed by all parties involved in the discussion, with a copy sent to the Union if the Union was not at the meeting. If a solution is not reached, Human Resources shall respond to the grievance in writing within fourteen (14) days of the meeting and provide such response to the House Officer and the designated Union representative.

11.6.2 Step 2

If the Union desires to advance the grievance to Step 2, it must notify Human Resources in writing within fourteen (14) days of the due date for receiving the Employer's Step 1 written response. The parties will meet to discuss the grievance at a mutually agreed on time within 14 days of the filing of the Step 2 grievance. OHSU shall provide a written response at Step 2 within fourteen (14) days following the Step 2 meeting.

11.6.3 Step 3 — Submission to Arbitration

If the Union desires to advance the grievance to arbitration, it must provide written notification to Human Resources within twenty-one (21) days of the due date for receiving the University's Step 2 written response.

The parties shall endeavor to have completed Steps 1-3 of the grievance process within one hundred and sixty (160) days following the date of the alleged contract violation or the date the House Officer first knew or should have known of the alleged contract violation.

11.6.4 Arbitration

11.6.4.1 Selection

Within forty-five (45) days of the due date for submittal of the request to arbitrate, the Union and OHSU shall select an arbitrator from a panel of seven (7) arbitrators requested from the Employment Relations Board. Each party shall alternately strike one name from the list of seven (7); the remaining person shall be selected as the arbitrator. The parties will attempt to schedule said arbitration within four (4) months of the arbitrator's selection. If the Union makes no written attempt to contact OHSU or the arbitrator within the four-month period, the grievance shall be deemed to have been withdrawn by the Union.

11.6.4.2 Authority

1. If the Parties are unable to agree on matters concerning the implementation of this Article, then, upon request of either Party, the arbitrator selected to hear the cases has the authority to resolve procedural disputes. The arbitrator has the authority to make procedural rulings that will effectuate proper and efficient labor management relations.
2. In rendering a decision or award, the arbitrator has authority to:
 - a. Resolve questions of arbitrability.
 - b. Interpret and define the terms of this Agreement.
 - c. Rule on the application of law and regulation to the Agreement and the Parties' obligations and responsibilities thereunder.

3. The arbitrator shall have no authority to alter, amend, add to or subtract from the negotiated Agreement. The arbitrator shall be bound by and must comply with all terms of the Agreement.
4. The arbitrator shall not be bound by formal rules of evidence.
5. The arbitrator shall have no authority to reinstate a House Officer who is no longer a House Officer, whose appointment has expired, or otherwise does not meet the criteria to be a House Officer. The arbitrator shall have no authority, under any circumstances, to issue an award of attorney fees or other representation costs, interest, or punitive damages, or to direct OHSU to issue or extend an appointment.
6. In providing monetary relief, an arbitrator is limited to awarding relief to cover out-of-pocket costs and back-pay shall not exceed the expiration of an appointment.

11.6.4.3 Bifurcation

Upon motion by either party to bifurcate the hearing on procedural or substantive arbitrability issues, the arbitrator will issue a decision on the arbitrability issue after the parties brief the issue in writing (i.e., without a hearing). The arbitrator will issue the decision on an arbitrability issue a reasonable time in advance of any potential hearing on the merits.

11.6.4.4 Award final and binding

The parties agree that the decision or award of the arbitrator shall be final and binding on each of the parties. The arbitrator derives authority wholly and exclusively from this Agreement. The decision of the arbitrator shall be issued within thirty (30) days after the due date for post-hearing briefs unless the parties have agreed to additional time. The decision of the arbitrator shall be in writing and shall set forth the findings of fact, reasoning and conclusions on the issues submitted.

11.6.4.5 Expenses of arbitration

Should the arbitrator find either party to be the losing party, that party may be required to pay the arbitrator's fee and arbitrator's expenses. If, in the opinion of the arbitrator, neither party can be considered the losing party, then such expenses shall be apportioned as deemed equitable by the arbitrator. Each party shall bear the cost of preparing and presenting its own case. Expenses of witnesses, if any, shall be borne by the party calling the witness. Costs of any hearing transcripts required by the arbitrator shall be divided equally between both parties and each party will be furnished a copy thereof. If either party wishes a transcript of the hearing, it may have one made at its own expense, but shall provide the arbitrator and other party a copy at no charge. All other expenses shall be borne exclusively by the party requiring the service or item for which payment is to be made.

ARTICLE 12. STRIKES, LOCKOUTS, AND PICKET LINES

The parties agree that all Residents and Fellows who provide patient care are providing services that are essential to public health and safety.

Accordingly, 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, against its services or on its property.

In turn, the Employer agrees that during the life of this Agreement, there will be no lockout of employees. In the event an employee is unable to perform his or her assigned duties because equipment or facilities are not available due to a strike, work stoppage or slowdown by other employees, such inability to provide work shall not be deemed a lockout. Any action of the Employer in closing its facilities during a disaster for the protection of the institution, its property, or its employees shall also not be deemed a lockout.

Any alleged violation of this Article by either party may be referred to the grievance arbitration procedure or the Employment Relations Board.

ARTICLE 13. GENERAL PROVISIONS

13.1 Savings Clause

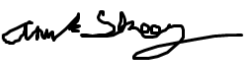
This Agreement is subject to all existing and future Local, State, and Federal laws and regulations. In the event any portion of this Agreement is declared or deemed invalid by any court of competent jurisdiction, by passage of any law or regulation or proclamation, or by ruling of the Employment Relations Board, then only that portion or portions shall become null and void. The balance of the Agreement shall remain in effect. Employer and the Union agree to immediately meet, negotiate, and agree upon a substitute for the portion(s) of the Agreement so affected and to bring them into conformance with the law no more than sixty (60) days after notification, unless extended by mutual agreement.

ARTICLE 14. TERM OF AGREEMENT

Except as otherwise provided herein, this Agreement shall be effective the second full pay period following ratification, and shall remain in full force and effect until three years after ratification. The parties may mutually agree to renew the current Agreement or to waive or extend any of these timelines.

AFSCME HOUSE OFFICERS UNION

OREGON HEALTH & SCIENCE UNIVERSITY

By: 
Dr. Anushka Shenoy

By: 

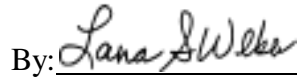
Date: July 1, 2021

Date: August 20, 2021



By: _____
Dr. Breanna Jedrzejewski

Date: July 1, 2021



By: _____
Dr. Lana Weber

Date: July 13, 2021

By: *Sarah Patel, MD* _____
Dr. Sarah Patel

Date: July 27, 2021



By: _____
Dr. Xiao-Yue Han

Date: July 13, 2021



By: _____
Sarah Thompson

Date: July 1, 2021

APPENDIX A

Employee Benefits Council

Section 1 – Purpose

The Employer, AFSCME Local 328, Local 4820 (House Officers Union) and the Oregon Nurses Association (ONA) have become partners in the determination of plan design and types of benefits to be provided to OHSU employees. This partnership is known as the Employee Benefits Council (hereinafter referred to as the Council), which includes the following purposes, subject to the provisions of Sections 3 and 5 herein:

- 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;
- Develop and approve rules governing enrollment and eligibility;
- Develop an appeals process for individuals covered by these benefits, including criteria to be used when evaluating such appeals (which shall be the sole dispute resolution process for any individual disputing a claim for benefits or any other decision made by the Council);
- Participate in the development of communication plan(s) designed to provide covered individuals with information concerning their benefit(s);
- Determine what types of health promotion/disease management programs will be offered to employees and dependents;
- Participate in the development of any Requests for Proposals (RFP) and Requests for Information (RFI);
- Make all decisions concerning the selection of facilitators and other resource individuals who shall report to the Council;
- Be informed on the process leading to the selection of potential providers.

Section 2 – Membership

Membership of the Council shall be structured as follows: Four (4) representatives appointed by AFSCME Local 328, one (1) representative appointed from AFSCME Local 4820, two (2) representatives appointed by the ONA, and seven (7) representatives appointed by the Employer.

Section 3 – Decision Making

Every reasonable attempt will be made to make consensus-based decisions utilizing evaluative criteria developed by the Council. If consensus fails, the matter(s) will be voted by the parties collectively (e.g., ONA two (2) votes, AFSCME Local 328 four (4) votes, AFSCME Local 4820

one (1) vote, and the Employer seven (7) votes). If the Council is still unable to reach a decision, the matter(s) in dispute shall be referred to the OHSU President or his/her designee, whose decision shall be final and binding on the Council, the Employer, the Union and the ONA. Two (2) AFSCME (collectively Local 328 and 4820), one (1) ONA, and three (3) Employer Council members shall constitute a quorum. Evaluative criteria, which the Council may modify at any time, shall be as follows:

- Does the decision lead to a responsible cost-benefit relationship?
- To what extent will participants in the plans be satisfied with the decision?
- Does the decision enhance the Employer's long-term viability?
- Are the current and potential economic fluctuations of the industry fully recognized?
- Will participants be able to understand the benefit structure that will result from the decision made?
- Is the decision made of the highest ethical quality, so that full disclosure of the results can be made?
- Does the decision lead to administrative procedures that assure a fast response to participants' problems?

Section 4 – Meetings

Regular meetings of the Council shall be held at least monthly, at times and locations determined by the Council. Union employees shall receive paid release time for all Council activities. The Employer agrees to release employees from work duties except in the case of an emergency. A person designated by the Employer will take notes and distribute them to Council members within 30 days of each meeting. These notes will be approved by consensus of the Council members at the following meeting.

Section 5 – Impact on Collective Bargaining Agreements

The Council has no authority to make decisions or promulgate rules that in any way conflict with the provisions of the parties' Agreement. The Council may make modifications to Sections 1 through 4 of this Appendix A utilizing the decision-making process described in Section 3.

Memorandum of Understanding re Employee Benefits Council and Voting

The parties commit to continue to make every attempt to make decisions by consensus. In the rare circumstance that a vote is required, each party will vote as a bloc (i.e., each bargaining unit representative must cast its allotted votes in the same way). This bloc voting requirement will continue until any party gives the other parties 30 days' notice of cancellation of this requirement. Any party may give such notice (1) immediately after the EBC has resorted to a vote or (2) one year after signing this Memorandum of Understanding, whichever is later.

AFSCME HOUSE OFFICERS UNION

OREGON HEALTH & SCIENCE
UNIVERSITY

By: 

By: 

Date: July 1, 2021

Date: August 20, 2021

Memorandum of Understanding re Work at Attending Level Pay for Disasters

If a House Officer is asked to perform the job duties and responsibilities of an Attending Physician due to the Employer implementing its disaster plan, then the Employer will notify the Union seventy-two (72) hours in advance, and will meet to bargain effects within two (2) weeks after implementation.

House Officers performing job duties and responsibilities of Attending Physicians shall be paid at their existing House Officer salary level for all hours worked in that capacity, and will receive full credit for time in that rotation. No extension of their program will occur solely as a result of their time in the Attending Physician rotation. Because these rotations are subject to academic evaluation and assessment, any extension of training is subject to identified academic issues as evaluated by the Program Director and the Clinical Competency Committee in the same manner as any other rotation.

AFSCME HOUSE OFFICERS UNION

OREGON HEALTH & SCIENCE
UNIVERSITY

By: _____

By: _____

Date: July 1, 2021

Date: August 20, 2021

Memorandum of Understanding re Lump Sum Payments

The House Officers Union and Oregon Health & Science University hereby agree as follows:

The Employer will make a payment no later than the second regular payroll after ratification by both parties to every bargaining unit member who is employed on both the date of ratification and the date of payment, in the amount of:

1. 0.5% of each House Officer's current salary multiplied by the portion of the year from July 1, 2020 through the date of payment; and
2. \$2,000 multiplied by the portion of the year from July 1, 2020 through the date of payment.

AFSCME HOUSE OFFICERS UNION

OREGON HEALTH & SCIENCE
UNIVERSITY

By: 

By: 

Date: July 1, 2021

Date: August 20, 2021