

# RWU Economic Package Proposal

Date: December 22, 2025, 3:00PM

The following is a package proposal, meaning the contents are conditioned on acceptance of the package as a whole. Rejection of part of the package constitutes rejection of the whole of the package. RWU/AFSCME reserves the right to add to, delete from, or modify these proposals at any time during the negotiations, or make new proposals.

Track changes are from OHSU's 12/22/2025 Proposal received at 9:47AM.

## ARTICLE X – COMPENSATION

**X.1. Research Classification Pay Ranges.** The pay ranges for Research Classifications are included in Appendix X. They display wages for hourly and 1.0 FTE salaried positions, which shall be prorated by FTE, and constitute the minimum compensation levels to be provided to employees. Nothing in this Agreement prohibits the Employer, at its sole discretion, from adjusting pay at any time above those minimums or from granting additional payments to employees.

**X.1.2 Wage Placement.** Employees entering a Research classification will be placed on the pay range based on their relevant experience to the classification, as determined by the Employer. An employee who believes their placement does not appropriately reflect their prior experience must submit a written request for review within thirty (30) calendar days of their initial placement. Wage placements are deemed final and are not subject to challenge, if an employee does not submit a written request within the above timeline.

**X.2 Across-the-Board Increases.** The Employer shall provide across-the-board wage increases to all Research employees covered by this contract, as follows:

1. Effective [second full pay period following ratification but later than the pay period beginning on January 26, 2025], all bargaining unit employees will receive the greater of a \$1.25/hour or 4.0% wage increase. If, after that increase, the employee has a wage under \$20.00/hour, their wage will be increased to \$20.00/hour.
2. Effective the first full pay period that includes October 1, 2026, all bargaining unit employees will receive the greater of a \$1.00/hour or 3.25% wage increase. If, after that increase, the employee has a wage under \$22.00/hour, their wage will be increased to \$22.00/hour.

3. Effective the first full pay period that includes October 1, 2027, all bargaining unit employees will receive the greater of a \$1.00/hour or 3.0% wage increase. If, after that increase, the employee has a wage under \$24.00/hour, their wage will be increased to \$24.00/hour.

The minimum pay thresholds for the across-the-board increases above (i.e., \$20/hour, \$22/hour, and \$24/hour) do not modify the pay ranges in Appendix X. The pay ranges in Appendix X will be modified by the applicable annual across-the-board increases outlined above. **X.3. Retention Increases.** For the first year of the CBA: Effective on the same date as the first across the board increase in Article X.2.1 All researchers who have completed at least thirteen (13) payroll periods of continuous service and have not yet reached the maximum pay rate of the applicable pay range shall receive an additional three percent (3.0%) ~~3.5%~~ retention increase in wages. Researchers must have completed such a period of continuous service upon implementation of these retention increases, ~~which shall occur on the following dates:~~

- ~~1. The second full pay period following ratification or retroactive to the first full pay period on or following October 1, 2025 (whichever is earlier)~~
- ~~2. The first full pay period on or following October 1 in all subsequent years~~

For the second and third year of the CBA: Effective October 1, 2026 employees shall receive a retention increase of three percent (3.0%) annually on every anniversary of their most recent date of hire into the RWU bargaining unit.

Researchers who have reached the maximum pay rate of the applicable pay range shall also receive a three percent (3.0%) ~~3.5%~~ increase in their wages, to be paid out in a lump sum bonus on the dates defined above.

**X.2 Bilingual Differential** . The Employer agrees to pay a bilingual differential of five percent (5%) of the straight rate of pay for all compensated hours to Researchers who meet all of the following criteria:

1. The Employer has assigned the employee to communicate with the Employer's research participants (e.g., study participants, community outreach participants) in a recognized and approved language other than the English language for a minimum of four (4) hours a week.
2. The Employer has determined that proficiency in the specified language is an essential element of the job responsibilities.
3. The employee has successfully completed the Employer's language examination confirming their bilingual proficiency in English and the specified language.





Senior Clinical Res Assistant	R04
Clinical Research Associate	R14
Senior Clinical Res Associate	R23
Research Assistant 1	R01
Research Assistant 2	R02
Senior Research Assistant	R04
Research Associate	R07
Senior Research Associate	R17
Senior Research Associate 2	R20
Community Research Liaison	R02
Community Research Liaison, Sr	R04
Community Research Associate	R06
Sr Community Research Associate	R11
Computational Biologist, Entry	R13
Computational Biologist 1	R22
Computational Biologist 2	R28
Computational Biologist 3	R31
Computational Biologist 4	R34
Cryo-EM Microscopist 1	R11
Cryo-EM Microscopist 2	R17
Cryo-EM Microscopist 3	R23
Cryo-EM Microscopist 4	R29
Informatician, Entry	R11
Informatician 1	R20
Informatician 2	R23
Informatician 3	R26
Informatician 4	R34
Research Project Coordinator, Entry	R13
Research Project Coordinator	R17
Research Project Manager	R23
Senior Research Project Manager	R30
Research Audiologist	R23
Research Data Analyst, Entry	R04
Research Data Analyst 1	R14
Research Data Analyst 2	R17
Research Data Analyst 3	R20
Research Data Analyst 4	R23

Research Engineer 1	R17
Research Engineer 2	R26
Research Engineer 3	R30
Research Engineer, Sr	R34
Research Field Technician 1	R01
Research Field Technician 2	R04
Research Field Technician, Lead	R09
RS Systems Apps Analyst 1	R17
RS Systems Apps Analyst 2	R23
RS Systems Apps Analyst 3	R27
TI Clinical Research Assistant 2	R06
TI Sr Clinical Research Assistant	R09
TI Clinical Research Associate	R17
TI Sr Clinical Research Associate	R25

**MEMORANDUM OF UNDERSTANDING RE: INITIAL IMPLEMENTATION OF  
UPDATED PAY SCALE**

Effective [insert CBA's effective date for the across-the-board wages], any bargaining unit employee that is paid below the minimum of their classification's pay range (see Appendix X) after the wage increases in X.2.1 will be brought up to the minimum of their classification's pay range. No other current bargaining unit employees will have their wage impacted by the initial implementation of the updated pay scale.

# **MEMORANDUM OF AGREEMENT**

## **TI Sr. Clinical Research Associate Pay Range**

### **I. Parties to the Agreement**

The parties to this Memorandum of Agreement (hereinafter referred to as “MoA”) are Oregon Health & Science University (hereinafter referred to as “OHSU”), and Research Workers United/AFSCME Council 75 (hereinafter referred to as “Union”).

### **II. Background**

A. In 2022 the TI Research classification series was created with the following classifications:

- TI Clinical Research Assistant 2
- TI Clinical Senior Research Assistant
- TI Clinical Research Associate
- TI Senior Clinical Research Associate

B. A review was conducted to determine the appropriate salary grades for these new classification in comparison to the Clinical Research series. Since it was determined that employees in these classifications would work on more complicated trials compared to the non-TI Clinical Researchers the University applied a salary grade all classification were to receive a pay grade increase to reflect this. Pay grade increase were applied to all classifications but for reasons that are unclear, no grade increase was applied to the TI Senior Clinical Research Associate classification which was implemented at grade U11

C. The parties acknowledge this error created an internal inequity which resulted in the TI Senior Clinical Research Associate classification being placed at a U11 while the Senior Clinical Research Associate classification is at a U12 and the wish to correct the situation.

Now, therefore, the parties mutually agree as follows:

### **III. Terms of Agreement**

1. Upon execution of this Agreement, the pay grade for the TI Senior Clinical Research Associate classification will be placed at a U13.
2. All employees in the classification shall receive an increase in salary of ten percent (10%) ~~backpay compensation~~ which is equal to the difference in pay between U12 and U13 on retroactive to the second first full pay-period on or following ratification, but not after January 26, 2026 ~~(approximately 10%) for the period between the implementation of the increase to grade 13 and when the TI Research Classification rates were implemented in 2022.~~
3. This MOA shall not be construed as establishing a precedent, practice, or custom, and neither party may raise it as such in any other forum.

4. The University will inform the Union as soon as the new pay grade is implemented. and provide a description of the back pay received by employees.

Agreed to this date \_\_\_\_\_ of October, 2025.

For the Union:

For OHSU:

\_\_\_\_\_  
Eben Pullman  
Collective Bargaining Program Manger  
RWU/Oregon AFSCME Council 75

\_\_\_\_\_  
**[NAME]**  
Oregon Health & Science University

**ARTICLE X – INSURANCE BENEFITS**

**X.1 Insurance Coverage and the Employee Benefits Council.** The Employer shall provide at least two (2) medical networks, including one network that includes non-OHSU health care provider service, one OHSU network, and a network that includes a national group plan option for employees that work outside of Oregon and Southwest Washington that, beginning in plan year 2027, includes Tier 1 options. Except where the rules of the Employee Benefits Council (EBC) explicitly deviate from the below provisions, insurance coverage is otherwise governed by the rules of the Employee Benefits Council.

**X.1.1 EBC Budget.** The EBC will be provided a preliminary budget, subject to approval by OHSU's Board, by April 1st of each year.

**X.2 Eligibility.** All regular employees covered by this Agreement with an FTE of 0.50 or greater have access to the benefits described in this article.

**X.3 Insurance.** Employees are eligible for insurance benefits at OHSU, including medical, dental, and vision. Coverage shall be effective the first of the month following the employee's date of hire or date of obtaining a benefit eligible position. Employees may also cover their eligible dependents, including same-sex and opposite-sex spouses or domestic partners, and children up to the age of 26.

**X.3.1 Enrollment process .** Eligible employees will be automatically enrolled into the employee-only OHSU medical plan, core dental, core vision, and core life insurance coverage on their initial benefits effective date pending updated enrollment within thirty-one (31) days from the date of hire or date of obtaining a benefit-eligible position. Employees have the option of selecting a different medical, dental or vision plan, of opting out of coverage, and/or of adding dependents by making an active election within the 31-day period, during the yearly open-enrollment period, or if they experience a qualifying event. Updated selections for initial benefits will become effective the first of the month following the employee's date of hire or date of obtaining a benefit-eligible position.

**X.3.2 Contributions .** The amount of the Employer's insurance contribution to an employee's benefit coverage is determined by the employee's FTE status. For the purposes of this section only, a full-time employee is one who holds an FTE status of 0.75 to 1.0 and a part-time employee is one who holds an FTE status of 0.5 to 0.74.

**X.3.2.1 Full-Time Employees.** For employees who hold an FTE status of 1.0 to 0.75, OHSU will contribute the following to partially or fully offset the cost of medical, dental, and vision plans, depending on employees' enrollment in specific plans:

- For employees who elect to participate in the OHSU EPO, OHSU will contribute 100% of the cost of the premium for employee-only and dependent tiers under the EPO plan.

- For employees who elect to participate in any health plan other than the OHSU EPO, OHSU will contribute 100% of the cost of the premium for the employee-only core medical plan, which will offset the premium cost for other plans. OHSU will contribute 88% of the cost of the premium for the dependent tier's core medical plan.
- OHSU will contribute 100% of the employee-only premium for the core dental plan, which will offset the premium cost for other dental plans. The Employer will contribute 88% of the cost of the premium for dependent tier's of coverage under the core dental plan.
- OHSU will contribute 100% of the employee-only premium for the core vision plan, which will offset the premium cost for other vision plans. The Employer will contribute 88% of the cost of the premium for dependent tiers of coverage under the core vision plan.

**X.3.2.3 Part-Time Employees.** For part-time employees who hold an FTE status of 0.5 to 0.74, OHSU will contribute 75% of the above amounts referenced above for each plan elected, except the entire monthly cash benefit described in Section X.3.5 for choosing opt-out coverage.

**X.3.2.4 Employee Premium Deductions.** The employee's share of insurance premium costs will be deducted from the employee's pay for the first two (2) pay periods of each month.

**X.3.3 Loss of Eligibility .** Employees on an unpaid leave of absence that is not protected under FMLA or OFLA shall lose eligibility for coverage at the end of the calendar month in which the unpaid leave begins. If the employee returns to a benefit eligible position within twelve (12) months from such loss of coverage, the employee will be provided a 31-day enrollment period following the employee's return to work in a benefits-eligible position. Benefit coverage will be effective the first of the month following the employee's return to work. The foregoing 12-month restriction does not apply to employees returning from an unpaid military leave of absence as set forth in Section X.X (Military Leave).

**X.3.4 Termination of Employment.** Benefits coverage will cease on the last day of the month of an employee's separation from employment.

**X.3.5 Opting Out of Coverage.** Employees choosing to opt-out of coverage for medical insurance will receive a monthly opt-out credit of \$70. Employees choosing to opt-out of coverage for dental insurance will receive a monthly opt-out credit of \$20. Employees choosing to opt-out of coverage for vision insurance will receive a monthly opt-out credit of \$10. Election to opt-out of coverage must be done each year during open enrollment. Opt-out credits will be dispersed in the employee's paycheck over two (2) pay periods per month.

## **MEMORANDUM OF UNDERSTANDING RE SOLICITATION OF PROPOSALS FOR A NEW NATIONAL PLAN FOR 2027**

OHSU agrees that it will solicit proposals for alternative national plans that will be reviewed and considered by the Employee Benefits Council (EBC) for plan year 2027.

### **LETTER OF AGREEMENT RE MANDATORY COVERAGE**

OHSU must provide insurance coverage for domestic partners of qualifying employees. With approval of the union members of the EBC, at least one plan must include coverage for the following services:

- Pregnancy ending care and
- Gender-affirming care, treatment, and procedures.

If any of the services outlined above are deemed to be unlawful or have their taxable/non-taxable status changed, either party may reopen this LOA for negotiation in light of the material changed circumstances. If there is a material decrease in availability for any of the services outlined above in the plan's coverage area, the Union may reopen this Section 6 for negotiation.

### **LETTER OF AGREEMENT RE ADDITIONS TO TIER 1 NETWORK**

By June 1, 2026, OHSU will convert 100 clinics in Oregon outside of Multnomah, Washington, and Clackamas Counties and a hospital in Lane County to Tier 1 under the PPO plan.

### **LETTER OF AGREEMENT RE ONE-TIME OPEN ENROLLMENT**

OHSU will provide bargaining unit employees with a one-time, special open enrollment period for the sole purpose of allowing employees to enroll in the EPO plan. During this special open enrollment period, **employees who enroll in the EPO plan may also change their health FSA contributions. All** other benefits may not be changed (e.g., enrollment in an FSA, changing dental plans, changing into a medical plan other than the EPO plan). The special open enrollment period will last at least fourteen (14) calendar days and will begin no later than sixty (60) calendar days after ratification. Benefit election changes will go into effect no later than April 1.

Employees wishing to make changes during the special open enrollment must follow the procedures and verification requirements, as communicated by OHSU.

**Bargaining Note: The procedure for the special open-enrollment may be different than for normal. For example, OHSU may need to utilize manual/paper forms, instead of its benefits platform.**

## ARTICLE X - TIME OFF AND LEAVES

Employees need time away from their jobs for reasons related to family, health, community, and personal rest and relaxation. Employees should work with their managers to schedule time off as far in advance as possible, and should follow any work unit procedures regarding time off and leave.

OHSU will not retaliate against Researchers who request or take a leave of absence or time off in accordance with protected leaves, the union contract, or OHSU policy.

Time off work will generally fall under one of the following:

**X.1 Bereavement.** Researchers shall receive twenty-four (24) hours (pro-rated by the employee's FTE at the time the hours are granted) paid bereavement leave per calendar year. Unused bereavement hours will not roll over from year to year. Unused bereavement leave is not subject to cashout or otherwise payable upon separation of employment. Bereavement leave may be used following the death of a family member or household member, as those terms are defined below, a loss of pregnancy, or (with a supervisor's approval) the death of another significant to the employee's life.

In addition, a Researcher can take up to two (2) weeks (or as required by law) of leave within sixty (60) calendar days of the date on which the employee receives notice of death; this additional leave shall be at their supervisor's discretion unless otherwise required by law. Employees may utilize applicable accrued leave in accordance with those leave policies. Employees who have no accrued leave may take leave without pay. Such additional leave will run concurrently with any applicable state and federal law, such as OFLA.

For purposes of this section, family member is defined as the employee's spouse, domestic partner, parent (including biological, adoptive or foster parent, parent-in-law, or parent of domestic partner) or a person with whom the employee is or was in a relationship of in loco parentis, child (including biological, adopted, step or foster child, child-in-law or child of domestic partner), brother, sister, grandparent, or grandchild. "Household member" is defined as a person who lives in the same residence as the Researcher over a sustained period of time, or any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

**X.2 Family Medical Leave, Parental leave.** OHSU follows all Federal and State leave laws, granting eligible Researchers protected time off to care for themselves or for family members, including parental leave for a newborn or a newly adopted child. To the extent permitted by law, applicable leaves shall run concurrently.

**X.2.1 State Paid Leave Programs:** Employees eligible for Paid Leave Oregon (PLO), Washington Paid Family Medical Leave (WAPFML) or other similar state paid programs OHSU participates in may use accruals, if allowed by the respective state program, consistent with OHSU policy (currently Policy 03-25-005) while on state protected leave to supplement benefits for the purpose of maintaining an income

equivalent to one hundred percent (100%) of their regular salary prior to taking leave, or any other amount permitted under applicable law. When using accruals to supplement benefits, to the extent allowable by law, an employee shall continue to accrue paid leave on the accruals used.

**X.3 Holidays.** The following holidays shall be recognized for Researchers as designated by OHSU:

- 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. Juneteenth (Floating Holiday)
- f. Independence Day on July 4
- g. Labor Day on the first Monday in September
- h. Thanksgiving Day on the fourth Thursday in November
- i. Thanksgiving Friday, the day after Thanksgiving Day
- j. Christmas Day on December 25

**X.3.1 Observation of Holidays.** With the exception of Juneteenth, holidays for Researchers are generally observed on the days identified in Article X.3 (Holidays); if any holiday listed above falls on a Saturday, then the preceding Friday will be recognized as the holiday; if any holiday falls on a Sunday, then the following Monday will be recognized as the holiday. Juneteenth will be given to employees as a floating holiday (eight hours) that can be utilized in the same manner as PTO. Less than full-time Researchers shall receive the floating holiday hours on a pro-rated basis. Researchers can utilize the Juneteenth floating holiday between June 19 and the following June 18. Researchers hired after June 19 will not be eligible to receive the Juneteenth floating holiday until June 19 of the following year.

**X.3.2 Holiday Pay.** Non-exempt Researchers receive eight (8) hours of straight time pay, pro-rated by FTE, on the above designated holidays. These Researchers may choose to utilize available PTO or vacation accruals to make up the difference between their holiday compensated hours and the hours in their normal workday.

**X.3.3 Holiday Flexing When Observed Holiday Falls on Day Off.** When the recognized/observed holiday (see X.3.1) falls on an employee's normal day off, the supervisor and non-exempt employee should work together to flex the employee's

schedule within the workweek in which the holiday occurs so that the employee receives eight (8) hours of holiday time off (pro-rated by FTE). Non-exempt employees should work with their supervisor to ensure their schedules are flexed appropriately.

**X.4 Jury Duty.** Researchers are entitled to take leave to fulfill a summons for jury duty from a federal, state, county or municipal court in accordance with OHSU policy (currently Policy 03-25-022, Leave for Jury Duty). Leave shall be granted for up to a maximum of four weeks per calendar year, at the employee's straight rate of pay and their FTE level. All other leave for jury service will be without pay or, at the researcher's option, may be taken as paid leave by using PTO. Researchers may keep any compensation paid to them by the courts for fulfillment of jury service. Researchers shall return to work upon release from jury duty.

**X.5 Military Leave.** An employee shall be entitled to a military leave of absence without pay during a period of service with the United States Uniformed Services as required by federal and state law. The employee shall, upon honorable discharge from such service, be eligible for re-employment if they meet the criteria for re-employment required by law. Employees who are re-employed following military leave shall be credited with the seniority they would have attained with reasonable certainty had they remained continuously employed. Military leave and subsequent re-employment shall be administered in compliance with applicable law, including but not limited to the Uniformed Services Employment and Re-employment Rights Act (USERRA), and the Employer's policy. "Uniformed services" is defined by law and may consist of:

- Army, Navy, Marine Corps, Air Force, or Coast Guard
- Army Reserve, Naval Reserve, Marine Corp Reserve, Air Force Reserve, or Coast Guard Reserve
- Army National Guard or Air National Guard
- Commissioned Corps of the Public Health Service
- Any other category of person designated by the President in time of war or emergency

**X.5.1 Military Training Leave.** An employee who is a member of the National Guard, National Guard Reserve or any reserve component of the armed forces of the United States or of the United States Public Health Service is entitled to a paid military leave of absence of up to fifteen (15) workdays for active annual duty training. The parties shall follow applicable law regarding this leave.

**X.6 Paid Parental leave.** Researchers with an FTE of at least 0.5, who are not enrolled in PERS Tier 1 or 2 and who have completed at least one year and at least 2080 hours of employment with OHSU, with no break in service, and are the intended parent of a newborn or newly-adopted child are eligible for up to three calendar weeks of paid parental leave, which may be taken any time within an approved FMLA, OFLA, or other applicable state laws for parental leave. Requests for paid parental leave should be submitted at least four (4) weeks in advance of the planned leave. This paid parental leave must be taken

concurrent with any applicable protected leave of absence and must be taken in one continuous block of time. Researchers are ineligible for paid parental leave if they hold a secondary classified position or otherwise accrue sick leave.

**X.7 Paid Time Off and Extended Illness Bank Hours for Non-PERS Tier 1 & 2 Employees.** Researchers with an FTE of at least 0.5, who are not enrolled in PERS Tier 1 or 2, and meet the eligibility criteria noted under the PTO and EIB policies, accrue paid time off (PTO) and extended illness bank (EIB) hours. PTO and EIB hours are accrued based on full-time equivalent (FTE) for salaried Researchers and hours worked for hourly Researchers.

**X.7.1 Paid Time Off (PTO).** PTO may be used for scheduled time off and for unscheduled absences consistent with federal and state protected leave laws.

**X.7.1.1 PTO Accrual.** Employees eligible for PTO earn up to two hundred and eight (208) hours of PTO per year (or 8 hours per pay period). PTO accruals will be pro-rated by FTE.

**X.7.1.2 Accrual Limit.** The maximum hours of PTO an employee may maintain in their PTO bank is five hundred and seventy-five (575) hours.

**X.7.1.3 PTO Scheduling.** Researchers are strongly encouraged to take full advantage of their annual PTO accruals each year to promote work-life balance and prevent burnout and the Employer will endeavor to approve employee requests that are operationally feasible in a timely manner. All PTO requests must be submitted according to the applicable work unit policy/procedure and, if applicable, be approved by the supervisor prior to commencement. The Employer will make every effort to honor PTO requests that are made in a timely manner.

**X.7.1.4. Rate of Pay.** Compensation for use of accrued PTO shall be at the Researcher's straight time rate of pay.

**X.7.1.5. Pay upon Separation of Employment.** Cashout of PTO upon separation of employment has a one hundred and twenty (120) hours maximum, paid at the Researcher's straight time rate of pay.

**X.7.2 Extended Illness Bank (EIB).** EIB hours may be used during periods of extended illness.

**X.7.2.1 Accrual.** Researchers eligible for EIB earn up to sixty-four (64) hours of EIB per year, or 2.4615 hours per pay period. EIB accruals will be pro-rated by FTE.

**X.7.2.2 Use.** Researchers must use twenty four (24) hours, pro-rated by FTE, of PTO for sick leave reasons (currently, PTS) before accessing their EIB accruals, consistent with OHSU policy.

**X.7.2.3 Transferring PTO to EIB.** Employees have the option to transfer up to thirty-two (32) hours of PTO accruals (prorated for part-time employees) to EIB each year.

**X.7.2.4 Rate of Pay.** Compensation for use of accrued EIB shall be at the Researcher's straight time rate of pay or as defined by applicable law. EIB hours shall not be cashed out upon separation of employment.

### **X.7.3 PTO Donation Pool.**

**X.7.3.1 Donation Eligibility.** A regular Researcher may be eligible, consistent with the Employer's policy (currently policy 03-25-030, Paid Leave Donation for Medical Emergencies), to receive donations from an institution-wide pool ("Pool") maintained by the Employer only if all the conditions described below are met, and subject to fund availability:

- a. The Researcher is absent from work due to a medical emergency, which is defined as a medical condition of the Researcher or Researcher's immediate family or household, as defined in Section X.1 (Definition of Immediate Family and Household Member) of the Agreement, that will require the Researcher's absence from work for a period of ten (10) consecutive work days or more. Unless provided to the contrary by law, the Researcher has the responsibility to arrange for the care of the ill or injured immediate family or household member; and,
- b. The Researcher has exhausted all PTO and EIB, or vacation and sick leave, if applicable; and,
- c. The Researcher is not receiving disability insurance benefits, worker's compensation coverage, retirement benefits, or other similar benefits.

Employees who believe that they meet these criteria may make a request for donation eligibility by contacting Human Resources. Human Resources will review all such requests to assure adherence to these criteria. The Researcher shall be provided with a written response of the Employer's decision to approve or deny the request. Employees may indicate whether they wish their eligibility to be revealed to potential donors.

**X.7.3.2 Donation process.** The institution-wide Pool shall consist of PTO and vacation hours donated voluntarily by OHSU employees. Bargaining unit members may donate PTO or vacation hours to the Pool at any time, unless they are in a grant-funded position. They may not donate more PTO or vacation hours than they accrue during the calendar year. Donations to the Pool shall be converted to a dollar amount based upon the donor's salary rate. Once hours are donated, they may not be returned to the donating

Researcher. Eligible researchers may receive donations from the Pool in full hour increments up to a maximum of four hundred eighty (480) hours per calendar year. Donations to the recipient Researcher's donated leave bank shall be at their hourly rate. Donated leave may not be cashed out.

**X.8 Vacation and Sick Leave Hours for PERS Tier 1 & 2 Employees.** Researchers with an FTE of at least 0.5, who are enrolled in PERS Tier 1 or 2, or are otherwise not eligible for the PTO/EIB programs as defined by the PTO and EIB policies, accrue vacation and sick leave hours. Vacation and sick leave hours are accrued based on full-time equivalent (FTE) for salaried researchers and hours worked for hourly Researchers.

#### **X.8.1 Vacation.**

**X.8.1.1 Accruals for PERS Tier 1 and Tier 2 Employees.** Full-time Researchers who are participants in PERS Tier 1 or Tier 2 earn one hundred and seventy-six (176) hours of vacation per year (or 6.7692 hours per pay period) and ninety-six (96) hours of sick leave per year (or 3.7 hours per pay period). Vacation accruals will be pro-rated by FTE.

**X.8.1.2 Accrual Limit.** The maximum hours of vacation an employee may accrue is five hundred and seventy-five (575) hours.

**X.8.1.3 Vacation Scheduling.** Researchers are encouraged to utilize their full vacation accruals each year to promote work-life balance and prevent burnout and the Employer will endeavor to approve employee requests that are operationally feasible in a timely manner. All vacation requests must be submitted according to the applicable work unit policy/procedure and, if applicable, be approved by the supervisor prior to commencement. The Employer will make every effort to honor vacation requests that are made in a timely manner.

**X.8.1.4 Rate of Pay.** Compensation for use of accrued vacation shall be at the Researcher's straight time rate of pay.

**X.8.1.5 Pay upon Separation of Employment.** Cashout of vacation upon separation of employment has a one hundred twenty (120) hours maximum, paid at the Researcher's straight time rate of pay.

#### **X.8.2 Sick Leave.**

**X.8.2.1 Accruals for PERS Tier 1 and Tier 2 Employees.** Full-time Researchers who are participants in PERS Tier 1 or Tier 2, or are otherwise not eligible for the PTO/EIB programs based on the respective policies, earn ninety-six (96) hours of sick leave per year (or 3.7 hours per pay period). Sick leave accruals will be pro-rated by FTE.

**X.8.2.2 Rate of Pay.** Compensation for use of accrued sick leave shall be at the Researcher's straight time rate of pay or as defined by the applicable law. Sick leave hours shall not be cashed out upon separation of employment.

**X.9 Sick Leave Hours for FTEs of 0.49 or less.** Researchers with an FTE of 0.49 or less accrue sick leave only, and not PTO, EIB, or vacation leave.

**X.9.1 Accruals for Employees with an FTE of 0.49 or less.** Researchers with an FTE of 0.49 or less accrue one (1) hour of sick leave for every thirty (30) hours worked, up to a maximum of fifty-six (56) hours per year.

**X.9.2 Rate of Pay.** Compensation for use of accrued sick leave shall be at the Researcher's straight time rate of pay or as defined by applicable law. Sick leave hours shall not be cashed out upon separation of employment.

**X.10 Use of Accruals for absences.** Except when otherwise required by law, this Agreement, or OHSU policy, Researchers must use applicable accruals for full or partial day absences, unless there is agreement between the employee and supervisor for use of flex time for absences.

**X.11 Workers' Compensation and Leaves.** Researchers may qualify for Workers' Compensation, (commonly referred to as "Workers' Comp") if they have work-related incidents, injuries, exposures, or conditions that require medical treatment. Risk Management at OHSU will provide information and assistance to Researchers and their supervisors who are receiving compensation from OHSU for Workers' Comp.

## ARTICLE X - HOURS OF WORK

**X.1 Work Life Balance.** The parties recognize that work life balance arrangements, such as remote work arrangements, alternative schedules, and flexible start times, may be used to enhance productivity, recruit and retain a diverse and talented workforce, reduce costs, address the needs of the work unit, and address traffic congestion, parking constrictions and broader environmental interests. The Employer maintains a remote work policy (currently Policy 03-30-140) with guidelines that address these interests. Remote work and flexible schedule arrangements require mutual agreement between the employee and their manager or supervisor and are approved on a case-by-case basis at the Employer's discretion. If mutual agreement is not reached, the employee or the supervisor may seek assistance from Human Resources, and/or the employee may seek assistance from the Union, for problem solving and ideas for consideration.

**X.1.1** If a Researcher has concerns regarding the number of hours they are asked to work on a sustained basis, the Researcher may utilize any of the informal processes set forth in Article X (Non-Discrimination), Section X.4 (Informal Processes).

**X.2 Exempt Employees.** The workweek for full-time exempt employees is, on average, forty (40) hours, with the emphasis placed on meeting the responsibilities assigned to the position and meeting research and work unit needs, rather than on working a specified number of hours per day. Required work schedules must be reasonable and related to the research and work unit needs. In recognition of the professional exempt status of these employees, assigned work schedules provide the flexibility to meet research and work unit need and to occasionally allow a schedule of less than forty (40) hours in a week. Working a non-traditional schedule does not necessitate the use of leave time to cover standard work hours, so long as the Researcher and supervisor have agreed in advance to such an arrangement. Exempt employees do not receive overtime compensation but are encouraged to work with their supervisor to flex their schedule when appropriate and an occasional supervisor-approved, partial-day absence does not require the use of paid time off.

**X.3 Non-Exempt Employees** The parties recognize that additional guidelines are mutually beneficial and ensure that non-exempt employees effectively meet the research goals while remaining in compliance with state and federal laws such as the Fair Labor Standards Act (FLSA). The following provisions apply to non-exempt employees only.

**X.3.1 FLSA Work Period.** An employee's work period is a fixed and regularly recurring period of one hundred sixty-eight (168) hours consisting of seven (7) consecutive twenty-four (24) hour periods. Changes to the FLSA work period are permitted, provided that the employee shall not suffer loss of overtime compensation during the work period in which the change occurs.

**X.3.2 Rest Periods.** A rest period of fifteen (15) minutes shall be permitted during each consecutive work period of four (4) hours or more. Rest periods shall be taken in accordance with the operating requirements of each employee's duties and shall be considered on-duty time. An employee and their manager may agree to combine

rest periods with meal periods on an occasional or on-going basis if it meets operational needs and otherwise complies with the requirements of this Agreement. Combined rest and meal periods shall not be taken at the beginning or end of the workday. Missed rest periods will be compensated at the straight time rate of pay, unless otherwise required by law.

**X.3.3 Meal Periods.** Employees shall be granted a non-duty meal (i.e., unpaid) period during each work shift of at least six (6) hours. Each non-duty meal period shall occur in the middle of the work shift, or as near thereto as possible, and shall be no less than thirty (30) minutes and no more than sixty (60) minutes. Employees required to take meal periods in designated areas and/or maintain contact with their department will have their meal period considered on-duty time.

**X.3.4 Missed Rest and Meal Periods.** Whenever possible given work considerations, if an employee becomes aware that they may miss a meal or rest break, the employee shall notify the person in charge as soon as possible so break coverage may be arranged. Employees must record any missed meal and rest periods in the Employer's timekeeping system, and there shall be no retaliation therefore. Nothing in this paragraph is intended to restrict the Employer's right to instruct employees to take meal and rest periods or to hold employees accountable for time management. Employees who miss a meal period will be paid at the straight time rate of pay, unless otherwise required by law.

**X.3.5 Employees Outside of Oregon.** Remote employees working outside of the State of Oregon must work with their supervisor and Human Resources to ensure meal and rest periods comply with relevant state law.

**X.4 Changes to FLSA (Overtime) Exempt/Non-Exempt Status.** The Employer will determine which job classifications are exempt or not exempt per the federal regulations and other applicable law. The determination will apply to all employees within the classification. In the event the employee works in a state with different thresholds, the state regulations will apply to the individual. When an employee's exempt status changes, notice of this change will be provided to the Union and any affected employee.

**Bargaining note: If an employee has a reduced FTE and is below the salary threshold for that reason, it will not affect the FLSA status of other employees in that classification.**

**X.5 Scheduling of Work.** All work schedules, including part-time work schedules, are established by the Employer. The Employer may assign shift schedules and flexible schedules.

**X.5.1 Requests for Alternate or Flexible Work Schedules.** An employee or group of employees may submit to their supervisor a written request for a work schedule that is different from the employee's existing schedule, including a request for a flexible work schedule. Such requests shall be granted or denied in writing based on

research and work unit needs. Open dialogue is expected regarding the reasons for granting or denial. Employees and supervisors should strive to meet the varying needs of alternate work schedule requests, as research and unit needs are considered.

- X.5.2 Changes in Work Location.** When the Employer has at least twenty-four (24) hours' knowledge of a need to change a work location by more than five (5) miles, the Employer shall first ask for volunteers. If there are no qualified volunteers, then the Employer may assign the work. Employees shall be notified of their work location(s) as soon as reasonably possible. When an employee is notified of a work location change with less than forty-eight (48) hours' notice, the Employer shall make reasonable efforts to reduce hardships to the employee caused by the change. For purposes of this paragraph only, Marquam Hill is considered one location and the South Waterfront is considered one location, except for Researchers who regularly work between the two locations. Nothing in this paragraph prohibits the Employer from changing work locations.
- X.5.3 Changes in work schedule.** The Employer may change an employee's schedule to meet research and work unit needs. Notice of changes in work schedule (including reporting time) should be provided as soon as reasonably possible. See Section X.3 (Change in Reporting Time) for provisions relating to changes in reporting time for non-exempt employees.
- X.5.4 Consecutive days of work and rest.** When possible, an employee's regular work schedule will include consecutive days of rest. This does not preclude a supervisor and employee from reaching an agreement on non-consecutive days of rest. It also does not preclude occasional or temporary non-consecutive days of rest to meet research or other work unit needs.
- X.6 Time Off Between Shifts.** If a Researcher is required by the Employer to work with less than eight (8) hours' time off (e.g., to meet research and work unit needs) and requests additional time off for rest, the Researcher and their manager shall work together in good faith to find a solution that provides additional rest without a reduction in pay or the use of accrued time off.
- X.7 On-Call.** An employee shall be on-call when they are required to be available for work outside their normal working hours, are required to leave work with the Employer where they can be contacted during a specified period of time, and are required to be prepared to immediately commence work if the need arises. Supervisors and employees are encouraged to collaborate to develop procedures for assigning on-call that best suit the research and work unit needs.
- X.8 Clean-Up Time.** Whenever a job performed or the material or equipment utilized has caused an employee to become dirty/soiled by the following, 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 their workday to clean:

1. Human blood or other bodily fluids; or
2. Blood or other bodily fluids from animals/animal products; or
3. Chemical contamination; or
4. Other contamination or circumstances that pose a hazard to the employee, as mandated by Environmental Health & Safety (EHS) guidelines.

When using such clean-up time, the employee will notify their direct supervisor or lead workers of such contaminated/soiled clothing and the need to clean their clothing or person.

**X.8.1 Special clothing.** In those areas where special clothing is required and furnished by the Employer, changing out of/into street clothing will be considered part of the employee's workday.

## **X.9 Travel.**

**X.9.1 Travel Time.** Generally, commute time to and from the employee's house and the Employer's premises (portal to portal) is not considered time worked. Assigned travel between work locations during regular working hours is time worked. Travel time is covered by law and the applicable OHSU policies and guidelines.

**X.9.2 Travel Expenses.** Travel expenses and allowances, including mileage, shall be in accordance with OHSU policies and guidelines. This includes fully-remote Researchers (as defined in X.X) with an approved exception to travel to OHSU. In order to be eligible for travel advance and reimbursement, Researchers must have approval in writing from their Fiscal Authority prior to travel and purchase of any travel-related expense.

**X.9.3 Changes to Travel Policies.** In the event that the Employer seeks to make a substantive change in its travel policies, it will notify the Union of such change at least thirty (30) days prior to implementation, and will bargain upon request regarding such change.

## ARTICLE X - OVERTIME AND PREMIUM PAY

### X.1 Overtime.

**X.1.1 Definition and Eligibility.** Non-exempt employees working a 40-hour work week are eligible for overtime pay, which is defined as time worked in excess of forty (40) hours per FLSA workweek. All overtime work must have prior manager approval except in an emergency (e.g., animal care emergency after an employee has already worked forty (40) hours, flooding of a lab, equipment failure that could result in a loss of samples).

**X.1.2 Overtime Compensation.** Non-exempt employees shall be compensated for overtime worked at the rate of one and one-half (1 1/2) times their regular rate of pay as defined under applicable wage and hour law. No application of this section shall be construed or interpreted to provide for compensation for overtime at a rate exceeding time and one-half (1 1/2) or to result in a “pyramiding” of overtime and other forms of premium pay.

**X.1.3 Scheduling of Overtime.** When possible, the Employer shall give reasonable notice of any overtime to be worked.

**X.2 Call Back.** Call-back compensation shall apply when an employee is physically called back to an OHSU work-site outside their regular work schedule with less than twelve (12) hours’ notice for any reason related to ongoing research needs and/or animal care.

#### X.2.1 Compensation rate.

- a. **Non-exempt employees.** A non-exempt employee who meets the requirements for call-back pay in Article X.2 shall be paid a minimum of two (2) hours at the premium rate of pay of one and one-half (1 1/2) times the employee’s straight rate of pay, commencing when the employee actually begins work, and shall be paid at one and one-half (1 1/2) times the straight rate of pay for all hours worked after called back.
- b. **Exempt Employees.** Exempt employees do not receive additional compensation but are encouraged to work with their supervisor to flex their schedule to take alternative time off when called back.

**X.2.2 Commencement of Compensation.** Call-back compensation will commence when the employee actually begins work. Where, however, 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.

**X.2.3 Mileage reimbursement.** The employee who is called back shall, when applicable, receive private car mileage, both ways, between home and the work site at the IRS mileage rate

**X.3 Change in Reporting Time.** When the Employer wishes to change a non-exempt employee's reporting time, the following rules will apply:

- a. **One hour or less.** An employee's reporting time may be changed up to one (1) hour earlier or one (1) hour later, without penalty, if the employee is notified a minimum of twelve (12) 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 the premium rate of time and one-half (1 1/2) the straight rate of pay for the first two (2) hours worked.
- b. **More than one hour, up to two hours.** An employee's reporting time may be changed more than one (1) hour and up to two (2) hours earlier, or more than one (1) hour and up to two (2) hours later, 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 the premium rate of time and one-half (1 1/2) the straight rate of pay for the first two (2) hours worked.
- c. **More than two hours.** An employee's reporting time may be changed more than two (2) hours earlier or two (2) hours 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 the premium rate of time and one-half (1 1/2) the straight rate of pay for all time worked before or after their regularly scheduled shift until the notice requirement is met.
- d. **Non-applicability of section.** This Section X.3 (Change in Reporting Time) shall not apply in the following circumstances:
  1. A change in reporting time is requested by an employee and approved by the Employer.
  2. The employee has a flexible schedule and/or flexible reporting time.
  3. An employee has agreed to have their name placed on a list of volunteers who are agreeable to a change in reporting time without the notice or premium pay requirements of this section.
  4. Scheduled meetings.

5. Employees reporting to duty while on-call.
6. Employees called back pursuant to Section X.2 (Call Back).

**X.4 Work on Recognized Holiday.** Non-exempt employees who work on a recognized holiday as described in Article X.4 (Holidays), with supervisory pre-approval, shall be compensated, in addition to holiday pay as described therein, at the premium rate of one and one-half (1 1/2) times their straight rate of pay. This premium rate of pay for work on a holiday applies for all time worked from 12:01 a.m. to midnight on the holiday. If an exempt Researcher is required to work on a recognized holiday (with the exception of Juneteenth), they may arrange with their supervisor to take a mutually agreed on alternative full day off.

## ARTICLE X – EMPLOYMENT PRACTICES AND PROCEDURES

### X.1 Definitions.

- a. [TA'd definitions for full-time, part-time and temporary. See "Tentative Agreements" later in this document.]
- b. "Job classification" refers to the classification title, general scope of responsibilities and minimum requirements of the job. It is defined on a classification specification created and maintained by Human Resources. For a list of Research job classifications, please refer to Appendix X (RWU Classifications).
- c. "Job profile" refers to a position's job duties and required qualifications and skills. It is intended to generally describe the work actually performed by a position and is often reflected in the position description within their work unit. Job profile does not refer to a job classification.
- d. "Work unit" means those working within a lab/clinic/research specialty or within a direct supervisor's reporting area. It is intended to encompass Researchers working together on the same research project(s).

### X.2 Notice of appointment. [TA'd. See "Tentative Agreements" later in this document.]

### X.3 Filling of Vacancies.

**X.3.1 Job Bid** . When the decision is made to fill a vacant full-time or part-time position (i.e., a new position or the opening of an existing position caused by an employee having vacated the position) in the bargaining unit, the Employer must first make the position available through the job bid process to eligible employees within the work unit (i.e., within their lab or supervisor's direct reporting area) in a similar job profile (e.g., similar duties, qualifications, skills). Job bid is not necessary for temporary positions or assignments, or when there are no employees within the work unit that are eligible and qualified for the position.

**X.3.1.1 Posting and Awarding of Position** . The vacant position shall be posted in the work unit or emailed to eligible employees within the work unit to allow bidding for at least seven (7) calendar days. The posting will include the date, primary job duties, educational, certification, and skill level requirements, location, physical demands for the position, and information about hours of work.

Employees serving a probationary period, employees serving an Internal Job Change Evaluation Period, and/or temporary employees may not job bid.

The position shall be awarded to the best qualified eligible bidding employee in the work unit, provided the employee possesses the essential specialized skill, knowledge, security clearance, and demonstrated ability for the position, as determined by the Employer. If two (2) or more eligible employees are being considered for a promotion and/or vacant position and they are essentially equal in qualifications (which includes demonstrated performance within the work unit), the promotion and/or vacant position shall be given to the employee with the greatest seniority provided the employee possesses the essential specialized skill, knowledge, security clearance, and demonstrated ability for the position, as determined by the Employer. For purposes of Section X.3 (Filling of Vacancies), seniority refers to length of continuous service in calendar days at OHSU in the relevant job profile.

**X.3.1.2 Placement** . The Employer shall make a good faith effort to place the employee in their new position no later than four (4) weeks after the date the employee is notified of selection.

**X.3.1.3 Restriction on bids** . If an employee bids on and receives a new position in accordance with the provisions of this section, that employee may not bid into another position for six (6) months from the date of award notification. These restrictions do not preclude an employee from applying for a position (not through the job bid process). Moreover, the restriction on additional bids shall not apply when an employee successfully bids on a job opening in a specific location and the Employer thereafter changes the job to a different location.

**X.3.1.4 No recruiting prohibition** . The Employer shall not be prevented from commencing the recruiting process for other applicants while the job bidding is in progress.

**X.3.2 Job Posting** . In the event a vacant full-time or part-time position in the bargaining unit remains to be filled after the Employer has exhausted the steps in Section X.3.1 (Job Bid), the selection process may be opened to other candidates. The posting requirements of this section apply to all regular full-time and part-time positions. They do not apply to temporary positions or temporary assignments.

**X.3.2.1 Reemployment Obligations** . The Employer shall first determine if there are any qualified eligible employees (a) returning from a qualified Workers' Compensation injury or illness, (b) eligible for placement as an accommodation to their disability, (c) qualified to be hired from the rehire list, or (d) on written official notice of an impending layoff.

**X.3.2.2 Selection Process and Priority to Internal Candidates.** Internal and external candidates may be recruited, interviewed, and considered concurrently during the selection process. Within this context, however, the Union and the Employer intend to provide bargaining unit employees priority as follows:

- a. Bargaining unit employees will be interviewed if (a) they have applied within the first seven (7) days of the OHSU posting, and (b) they are immediately qualified to perform the essential functions of the position following the customary orientation for the work area and possess the essential specialized skill, knowledge, security clearance, and demonstrated ability for the position, as determined by the Employer.
- b. When there are one or more well-qualified internal applicants as determined by the Employer, the vacancy will be filled by the best qualified internal candidate that possesses the essential specialized skill, knowledge, security clearance, and demonstrated ability for the position, as determined by the Employer.
- c. If there are no well-qualified internal applicants as determined by the Employer, an external applicant may be selected.
- d. Internal candidates who apply after the 7-day internal application period will be offered the same consideration as an external candidate with no special priority.

**X.3.2.3 Posting and application process** . The Employer will post a list of available positions on the OHSU applicant tracking system. In order to be considered for a position, employees must submit their applications in accordance with the Employer's applicant management system. A separate application should be submitted for each position.

**X.3.2.4 Provisions applicable to internal applicants only** :

- a. *Application of seniority.* If two (2) or more employees being considered for a vacant position are equivalent in their ability to perform the essential functions of a position, the position shall be given to the employee with the greatest seniority provided the employee possesses the essential specialized skill, knowledge, security clearance, and demonstrated ability for the position, as determined by the Employer. For purposes of Section X.3 (Filling of Vacancies), seniority refers to length of continuous service in calendar days at OHSU in the relevant job profile.
- b. *Reasons for non-selection.* An employee may request in writing the specific written reasons why they were not selected for a position. All such written requests must be submitted to the hiring manager within fourteen (14) days from notice of the employee's rejection. The hiring manager shall provide a written explanation to the employee within fourteen (14) days of receipt of the employee's request.

- c. *Transfer of internal applicants.* The Employer shall make a good faith effort to place the internal applicant in their new position no later than four (4) weeks from the date the employee is notified of selection.
- d. *Evaluation period.* Employees filling a vacancy under this section will serve a six (6) month Internal Job Change Evaluation Period in accordance with the provisions of Section X.X (Internal Job Change Evaluation Period).

**X.3.3 Wage Placement.** When an employee enters a new classification through the job bid or job posting processes, they will be placed on the pay range consistent with Section X.1.2 (Wage Placement).

**X.3.4 Non-Temporary Transfer to Separate Location .** In the event that circumstances call for a non-temporary transfer of an employee without a vacancy being created, the employee being transferred from either the affected work unit or the affected team, at the manager's option, will be the least senior qualified employee, who possesses the essential specialized skill, knowledge, security clearance, and demonstrated ability for the position, as determined by the Employer, in the absence of a volunteer. An employee being transferred to a new location will receive at least fourteen (14) days' advance notice, except with mutual agreement. For purposes of the previous sentence only, Marquam Hill is considered one location and the waterfront is considered one location.

**X.3.5 Temporary Employees.** Temporary Employees, as defined in Section X.1 (Definitions), in Research classifications shall not exceed 3% of the number of bargaining unit employees at any one time.

#### **X.4 Advancements/Promotions within a Job Series.**

**X.4.1 Applicability.** The following process applies to employee progression through the classifications within a job series (e.g., movement from a Research Assistant 1 to a Research Assistant 2). For the Research job series, please refer to the groups of research classifications in Appendix X (RWU Classifications).

**X.4.2 Eligibility and Criteria.** To be considered for advancement/promotion within a job series, each of the following criteria must be met:

- a. *Department need and budget justification.* The Employer determines that there is a work unit need for the higher-level work and that the advancement/promotion can be supported by their budget.
- b.
- c. *Qualifications.* The employee meets the minimum qualifications, as determined by their Employer, of the next higher classification within the job series.

- d. *Duties and completion of competencies.* The employee completed all relevant competencies for advancement, as determined by the Employer.

#### **X.4.3 Process.**

- a. *Submission of advancement/promotion request.* Employees seeking advancement within a job series, or their supervisor, must submit an advancement justification form and all supporting documentation, using the submission procedures designated by the Employer.
- b. *Review and determination.* Each requested advancement must be reviewed and a determination made within forty-five (45) calendar days after submission of the request.

If more employees are being considered for advancement/promotion than the number of advancements/promotions that are needed by the department and/or supported by their budget, and the employees are equivalent in their ability to perform the essential functions of the position, the advancement/promotion shall be given to the employee with the greatest seniority provided the employee possesses the essential specialized skill, knowledge, security clearance, and demonstrated ability for the position, as determined by the Employer. For purposes of this paragraph, seniority refers to length of continuous service in calendar days at OHSU in the relevant job profile.

The advancement/promotion shall be considered effective on the date that a determination has been made.

- c. *Promotion Request Frequency.* If a request for advancement/promotion is denied, the employee must wait at least six (6) months from the date of the determination before submitting another request.

#### **X.4.4 Dispute Resolution.**

- a. *Human Resources and departmental review.* Within thirty (30) calendar days after an employee receives notice of a denial, an employee may submit an appeal to Human Resources. The employee must include in its appeal all documents originally submitted during the eligibility period, a written rebuttal to the determination, and all other information to be considered during the appeals process. The Human Resources and departmental review must be completed within thirty (30) calendar days of the employee's timely submission of the appeal. If the review is not completed within thirty (30) calendar days, it shall be considered denied.
- b. *Grievance.* If not fully resolved by the Human Resources and departmental review, the Union may file a grievance at Step 2 of the grievance procedures, if submitted within fourteen (14) calendar days' of receiving

notice of the outcome of that review. Only information submitted as part of the Human Resources and departmental review may be considered during the grievance process. If new information is discovered following the HR/departmental review, the dispute resolution process will pause for twenty-one (21) days for the Human Resources and departmental review to reopen to consider the new information. After the twenty-one (21) day pause, the dispute resolution process will restart where it left off, if not resolved.

Any arbitrator decision at Step 3 of the grievance procedure shall be limited to determining whether the eligibility and criteria in X.X.2 are satisfied.

**X.4.5 Wage Placement.** When an employee receives an advancement/promotion within a job series, employee's placement on the pay range will be consistent with Section X.1.2 (Wage Placement), provided their placement shall be a minimum of five percent (5%) higher than their current straight rate of pay. The pay increase will become effective at the start of the pay period on or following the effective date of the advancement/promotion.

## **X.5 Temporary Work Out of Class Pay.**

**X.5.1 Definition and Eligibility.** An employee temporarily works out of class when they are assigned in writing by their supervisor to assume the major distinguishing duties of a position in a higher job classification and/or to temporarily replace another employee in a higher job classification. To be eligible for Temporary Work Out of Class Pay, the employee must be assigned a majority of the duties of the higher job classification. Eligibility begins on the fourteenth (14<sup>th</sup>) calendar day following the temporary assignment. For the purpose of this paragraph, temporary means ninety (90) calendar days or less, or the length of another employee's leave when the temporary assignment is the result of covering the leave.

**X.5.2 Rate.** The Temporary Work Out of Class Pay differential is five percent (5%) of the employee's straight rate of pay. It will be paid when an employee is eligible for Temporary Work Out of Class Pay for the majority of a pay period.

## **X.6 Reclassifications.**

**X.6.1 Definition.** Reclassification is the process of changing a position's classification within a work unit (e.g., within their lab or supervisor's direct reporting area), based on substantive changes in the duties associated with the position, when there is no vacant position (i.e., a new position or the opening of an existing position caused by an employee having vacated the position).

The reclassification process is used to correct existing misclassifications. For normal advancement/promotions within a job series, please see Section X.4 (Advancements/Promotions within a Job Series).

**X.6.2 Conditions for Reclassification.** To be considered for reclassification, the change in classification must be a result of substantive changes in the duties of the position, at the direction of the supervisor, that are significant, on-going, and align it more closely with another classification or no longer align it with the current classification. The employee must additionally meet the minimum qualifications and competencies for the new classification.

**X.6.3 Request Process.** Reclassification requests may be submitted by an employee or their supervisor, and must include the justification and all supporting documentation.

**X.6.4 Request and Implementation Timeline.** Reclassification requests must be approved or denied within forty-five (45) calendar days from submission of the reclassification request. Once a reclassification request is approved, any change to the Researcher's rate of pay shall be effective the first full pay period after the reclassification process is complete.

The parties recognize that, when a reclassification request is denied, the supervisor may contemporaneously provide clarification and direction on the job duties and responsibilities of the position to the employee.

**X.6.5 Dispute Resolution.**

- a. *Human Resources and departmental review.* Within thirty (30) calendar days after an employee receives notice of a denial, an employee may submit an appeal to Human Resources. The employee must include in its appeal all documents originally submitted with their reclassification request, a written rebuttal to the determination, and all other information to be considered during the appeals process. The Human Resources and departmental review must be completed within thirty (30) calendar days of the employee's timely submission of the appeal. If the review is not completed within thirty (30) calendar days, it shall be considered denied.
- b. *Grievance.* If not fully resolved by the Human Resources and departmental review, the Union may file a grievance at Step 2 of the grievance procedures, if submitted within fourteen (14) calendar days' of receiving notice of the outcome of that review. Only information submitted as part of the Human Resources and departmental may be considered during the grievance process. If new information is discovered following the HR/departmental review, the dispute resolution process will pause for twenty-one (21) days for the Human Resources and departmental review to reopen to consider the new information. After the twenty-one (21) day pause, the dispute resolution process will restart where it left off, if not resolved.

Any arbitrator decision at Step 3 of the grievance procedure shall be limited to determining whether the definition (X.6.1) and conditions for reclassification (X.6.2) are satisfied.

**X.6.6 Reclassification Wage.** When an employee is reclassified, they will be placed on the pay range for the new classification consistent with Section X.1.2 (Wage Placement), provided they meet the minimum qualifications for the newly reclassified position or have been satisfactorily completing the duties of the newly reclassified position as a Temporary Work Out of Class appointment. If an employee is reclassified into a higher job grade, their placement shall be a minimum of five percent (5%) higher than their current straight rate of pay.

**X.6.6.1** If an employee is being reclassified to a position at a lower pay grade, they shall receive notice at least thirty (30) calendar days before the downward reclassification is implemented. Within that notice period, the employee must decide whether to accept the downward classification or elect to be placed on the Research preferred hire list per Section X.X.

**X.6.7 Implementation of New Classifications or Major Revisions of Existing Classifications.** Prior to implementation by the Employer of a new classification or major revisions of an existing classification, the parties will negotiate rates of pay, effective date and method of implementation. If agreement is not reached within thirty (30) days after the Employer's notification to the Union of a new classification or major revisions of an existing classification, and such revisions do not include a decrease in wage for any current Researchers, the Employer may thereafter implement the change. This timeframe can be extended upon mutual agreement of both parties.

**X.7 Reorganization.** The Employer may reorganize work processes, procedures, and work units and departments to achieve efficiency in business operations. To the extent that individual employee work assignments are affected, the following will apply:

- a. Reassignment of duties among employees in the same work unit or department may occur without triggering competitive bid or other recruitment.
- b. When a department or work unit reallocates existing work among existing positions in the department or work unit, resulting in significantly different schedules or days off, the job bid process shall be used.

Changes in work schedules are considered a reorganization under this section, thereby requiring utilization of the job bid, only when (a) the substantial changes significantly affect employees' schedule or days off, and (b) the changes affect a minimum of three (3) represented employees in the work unit. If these criteria are not met, then the change in work schedule will be subject to the provisions of Article X (Hours of Work), Section X.5 (Scheduling of Work).

- c. A reorganization of work that significantly alters the position into which the employee was placed, or redistributes work that results in the introduction of a different job classification, shall be deemed to create a vacancy for which a job bid and/or other recruitment is warranted as set forth in Section X.3 (Filling of Vacancies).
- d. When a reorganization results in existing work being reassigned to a different department, the job bid process as set forth in Article X.X.1 will be used to allow impacted employees, who are qualified and eligible, to bid for any resulting vacant positions in the other department.

The Employer may utilize the process in ORS 243.698 to address reorganizations that materially change employment relations during the term of this Agreement, where not otherwise covered or addressed in this Agreement.

**X.8 Remote/Hybrid Work** . The Employer recognizes the importance of providing remote/hybrid work opportunities and shall maintain a remote work program for classifications within the bargaining unit (see Policy 03-30-140). Further, the Employer will strive to maintain consistency for those who have remote and hybrid work arrangements. The Union will be notified in advance about material changes to the OHSU remote work program.

**X.8.1 Remote work requests** . Employees may request remote/hybrid work arrangements from their manager. Such arrangements may include a flexible-schedule component. The manager must provide a response in writing, including the reason for denial, if applicable, within thirty (30) days of the request for remote work. Employees with a remote or hybrid work arrangement may be required to work from an OHSU work site from time to time.

**X.8.2 Long-term changes to an Employee's Remote/Hybrid Work Arrangement.**

- a. *Hybrid Remote.* If the Employer increases the number of days that hybrid-remote workers located in the same areas are required to work at an OHSU work site, it shall provide at least twenty-eight (28) days' notice.
- b. *Fully Remote.* If the Employer requires fully-remote employees to work at an OHSU work site, it shall provide at least sixty (60) days' notice to fully-remote workers whose remote worksite is within forty (40) miles of the specified OHSU work site.
- c. *Out of Area.* If the Employer intends to require fully-remote employees to work at an OHSU work site whose remote worksite is more than forty (40) miles from the intended OHSU work site, then it will notify the union and give an opportunity to bargain pursuant to ORS 243.698.

- d. *Emergencies and Temporary Changes.* These notice provisions do not apply to emergency situations or temporary changes to an Employee's Remote/Hybrid Work Arrangement.
- e. The Employer commits to working with employees as they navigate logistical challenges associated with changed remote/hybrid work arrangements.

**X.8.3 Technology and equipment .** The Employer shall provide the standard technology and equipment, as defined by the Employer, necessary for remote work employees to perform their assigned job duties at the remote work site. A list of the typical standard technology and equipment shall be made available on the OHSU Anywhere page on O2. Such technology and equipment will comply with the Employer's information security, inventory and other policies and practices. Upon termination of employment or the remote work arrangement, the employee shall return any equipment or supplies owned by OHSU as deemed necessary by ITG in conjunction with OHSU Finance and the Logistics Delivery and Fleet Services Department. Employees shall not be required to use their personal devices except temporarily due to emergency conditions, supply chain issues, or malfunctioning OHSU-owned equipment. Remote work employees may opt to perform their work duties on their personal phones or personal computers as long as they comply with IT and other OHSU rules.

The Employer shall provide reasonable time (normally under two (2) hours), during an employee's workday if possible, to allow a remote work employee to deliver malfunctioning equipment to or retrieve new or repaired equipment from the Employer's premises, if the employee's remote work site is within commuting distance of OHSU. If this cannot be accomplished during the employee's workday, the Employer may make arrangements to accomplish the exchange using means that will not incur overtime.

**X.9 Performance Evaluations.** The Employer may implement and maintain performance evaluation processes involving members of the bargaining unit. It is the goal of the Union and the Employer for all employees to have their work performance evaluated annually. It is the shared expectation that all constructive feedback, other than that gathered immediately prior to the evaluation from colleagues, will have been shared with the employee prior to the evaluation. Employees will have the right to provide a written response to any evaluation and to have the response placed in their personnel file.

## **X.10 Overpayments and Underpayments.**

**X.10.1 Overpayments.** If an overpayment is discovered by the employee, the employee must notify the Payroll Department immediately upon becoming aware that they have received an overpayment. If an overpayment is discovered by the Employer,

the Employer will notify the employee as soon as possible after identifying an overpayment.

### **X.10.2 Underpayments.**

- a) *Employer error.* Paycheck errors made by the Employer involving direct compensation must be corrected in the Employer's payroll system within seventy-two (72) hours of the Employer verifying the error, not including holidays and weekends. Researchers will notify the Employer of a paycheck error made by the Employer at [askpayroll@ohsu.edu](mailto:askpayroll@ohsu.edu), or by using an alternate intake process provided by the Employer.

*Employee error.* Researchers will notify the Employer of a paycheck error resulting from an employee error by reaching out to their manager. A request for special check should be submitted to [askpayroll@ohsu.edu](mailto:askpayroll@ohsu.edu) and the Payroll Service Center will process the payment within seventy-two (72) hours of verifying the error, excluding weekends and holidays. Alternatively, researchers can request a historical correction to be processed in the timekeeping system, in which case the payment will be processed with the next available regular pay day.

**X.10.3 Time limitation.** Retroactive adjustment for underpayments shall be applied to the period of the error, not to exceed twelve (12) months of such underpayments preceding the date of the employee's written/email notification to Payroll or of Payroll's notification to the employee of the error.

### **LETTER OF UNDERSTANDING RE POSITION DESCRIPTION REVIEW**

The parties agree that by [INSERT DATE ONE YEAR AFTER EFFECTIVE DATE OF EMPLOYMENT PRACTICES ARTICLE] OHSU will have completed a review of all position descriptions for employees within the bargaining unit and will have reviewed any substantive changes with the affected employees.

## ARTICLE X – INTERNATIONAL AFFAIRS

The University shall not condition employment or other terms of employment on the citizenship or non-citizenship of a Researcher, so long as the Researcher is authorized to work in the U.S. and is permitted by law to work on the grant or contract for which they are hired or to which they are assigned.

- X.1 Visas and Appointment Durations.** OHSU shall provide OHSU-sponsored international Researchers a list of visa categories relevant to Researchers upon hire. OHSU-sponsored international Researchers will be provided the link to the U.S. Citizenship and Immigration Services' (USCIS) website, which contains visa eligibility requirements, application procedures, and fees, and the link to the Office of International Affairs. The Researchers' paperwork should be prepared for the maximum time period allowed. However, the parties recognize that the actual duration of the visa is determined by the U.S. Department of State/Consulate.
- X.2 International Researcher Onboarding.** OHSU shall provide OHSU-sponsored international Researchers with access to the following information:
- a.* A link to the IRS website with information about international tax treaties
  - b.* Virtual training or other training resources on healthcare in the U.S.
  - c.* Guidance on applying for a Social Security number
  - d.* Resources pertaining to filing income tax returns
  - e.* An international handbook provided by the Office of International Affairs addressing immigration regulations
- X.3 Initial and Renewal Visa.** OHSU shall pay visa fees related to the Researcher's position at OHSU for international Researchers, when sponsored by OHSU, for the duration of their employment. This includes Researchers' petition fees and the visa application/reciprocity fees at the consulate when they apply for their passport visas. OHSU may take all necessary actions to secure the renewal of an employee's immigration status (i.e., visa) prior to the expiration of their current immigration status, if they are in an immigration status that is sponsored by OHSU.
- X.4 Visa Renewal Travel.** International Researchers compelled to leave the country for a visa renewal shall be allowed to perform remote work, if applicable to their position and permitted by law, while awaiting readmission in compliance with applicable OHSU policies (e.g., remote work policy, export controls policy). In the event that a Researcher's supervisor cannot assign any remote work, a Researcher compelled to leave the country for

visa renewal, will be given up to ten (10) days of paid leave, which will not be deducted from the Researcher's PTO. In the event that a Researcher's return to the U.S. is delayed by a U.S. government-initiated background check or by the legal requirement that they return to their home country prior to readmission to the U.S, a Researcher will consult with their supervisor to determine if they can continue to work remotely.

**X.5 Taxes.** All payments made under the terms of this Article are subject to applicable taxes.

**X.6 International Grievants Subject to Dismissal.** If the grievant was required to leave the country prior to the arbitration hearing due to a change in visa status as a result of the grieved action, the Employer will not object to the Union's request for a virtual hearing format.

**X.7 Permanent Residency Sponsorship.** Eligible international Researchers who are seeking OHSU-sponsored green cards and have been employed at OHSU for at least six (6) months are eligible to have their fees paid by OHSU. Subject to funding availability, OHSU may pay for fees for the international Researchers, including but not limited to legal, advertising, and normal filing fees. Family members can be included in the application, but the international Researchers must cover their I-485 filing fees.

Fees paid by OHSU, except the Step 1 fees associated with the Labor Certification portion of any PERM Applications, are reimbursable to OHSU if the international Researcher voluntarily leaves or is terminated for cause, before the completion of 24 months of service. The international Researcher will reimburse OHSU 1/24th of the total cost of the reimbursable fees paid for each full month remaining in the 24-month period, which commences on the date OHSU makes one of the above-described payments on the international Researcher's behalf.

## ARTICLE X – HARDSHIP FUND

**X.1. Establishment of a Hardship Fund.** OHSU shall establish a fund of Sixty Thousand Dollars (\$60,000) for each year of this Agreement, to assist Researchers with needs arising from housing insecurity, transportation insecurity, child-care insecurity, or food insecurity. Thirty Thousand Dollars (\$30,000) of these funds shall be applied toward child-care insecurity each year of this Agreement unless child-care insecurity requests are less than that amount; in that event, the remainder of the funds may be used to help with other hardships identified above. The first payment shall be made within three (3) months after ratification of this Agreement, and the second and third payments shall be made by the anniversary date of ratification in each respective year. OHSU will not be responsible for administering the fund.

**X.2. Administration of Hardship Funds.** The hardship fund will not be used to supplement across-the-board wages for the bargaining unit, and will not be used to replace income lost by a bargaining unit member as a result of discipline. The Union will provide the Employer with an accounting of sums disbursed from this Fund each calendar year, to include, at a minimum, recipients' names, the sums provided for each disbursement, and the purpose for each disbursement. Tax reporting responsibilities for the amounts disbursed to employees will reside with the Union.

## **ARTICLE X – Complete Agreement**

This document contains the full and complete Agreement of the parties. It supersedes any and all prior agreements and understandings between the Union and OHSU, except for any written agreements or understandings which the parties have agreed to continue in the same or modified form. Written agreements or understandings that fall within this exception are letters of agreement and other affirmative written acknowledgements by the parties that they have explicitly reached an agreement. The provisions of this Agreement define the rights and obligations of each party regarding the subject matter addressed. They take precedence over any past or existing practices that are inconsistent with these provisions.

## **Article X – Strikes, Lockouts and Picket Lines**

The Union agrees that during the life of this Agreement, the Union, its agents or its bargaining unit members will not authorize, encourage, aid or engage in any work stoppage, slowdown, sickout, refusal to work, or strike against the Employer, against its services, or on its property. The Employer agrees that during the life of this Agreement, there will be no lockout of Researchers. Any alleged violation of this Article by either party may be referred to the Employment Relations Board or may be pursued in the Courts or through the grievance and arbitration procedure at the discretion of the moving party.

Upon written notification from the Employer to the Union that certain employees covered by this Agreement are engaging in strike activity in violation of this Article, the Union shall, upon receipt of a mailing list, advise such striking employee(s) in writing (with a copy to the Employer) to return to work immediately. Such notification by the Union shall not constitute an admission that it has caused or counseled such strike activity. The Union's notification to employees covered by this Agreement shall be made solely at the request of the Employer.

Employees covered by this Agreement who engage in strike activity prohibited by this Article will be subject to disciplinary action for misconduct.

## **ARTICLE X – Term of Agreement**

Article X - Compensation and Article X Overtime and Premium Pay, shall be effective the second full pay period following ratification. The remainder of the Agreement shall be effective upon ratification.. This Agreement shall remain in full force and effect through September 30, 2028. ~~the second full pay period following ratification].~~