

AGREEMENT BETWEEN

Oregon Health & Science University

&

AFSCME House Officers Union

March 11, 2024 - June 30, 2027

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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 Local 4820 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:

- Faculty instructors (e.g., non-ACGME fellows);
- Chief Residents who have completed their first board residency program (except Chief Residents who have started a new residency program);
- All Pharmacy, Medical Physics, Nursing, Population Health, and Dental house officers (except Oral and Maxillofacial Surgery residents in their 52-month hospital residency);
- All managerial, supervisorial, and confidential employees;
- Employees who are not permitted by law to be part of a union;
- House officers who are performing research and not receiving payment from OHSU; and
- 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. House Officers 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 House Officer to the Union. Union membership status shall, unless terminated by the House Officer, 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 and AFSCME VIP deductions.
- 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 Labor Relations 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.

Except as noted below, 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 one (1) full business day (i.e., at least 24 hours) in advance. Bargaining updates and routine meeting announcements are excluded from this requirement.

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.

2.2 Bargaining Unit Lists

The Employer shall provide the Union with a list of all House Officers in the bargaining unit at least monthly in a mutually agreed upon electronic format. The list shall include (to the extent they are available) personal and work email addresses, phone number, home address, date of hire, program and department or division, and rate of pay.

2.2.1 Incoming House Officers. The Employer shall provide the Union, to the extent they are available, with email addresses of incoming House Officers no later than June 1.

2.3 New House Officer Onboarding

The Union shall be provided a minimum of thirty (30) minutes of time during GME onboarding presentations to advise new House Officers of the rights and responsibilities of union membership. Union orientation will identify HOU's status, organization benefits, facilities, and related information and will include the distribution and collection of membership applications. OHSU shall provide the Union notice of the time and place of new House Officer onboarding meetings at least thirty (30) days in advance.

In the event that onboarding occurs in a strictly on-line setting, OHSU will assist the union in alerting new House Officers via email of any events, on-line or in person, that the union may host for the purposes delineated above.

In the event of a "check-in" style onboarding (i.e. an event in which residents move individually from table to table to collect information or complete necessary paperwork), the Union shall be provided a table in the same room that other organizations and OHSU offices/departments will meet with new House Officers.

OHSU recognizes that the Union may arrange additional orientation meetings or programs to introduce new House Officers to the Union. The Union may use such meetings to introduce union representatives, to explain the union's role, to solicit Union membership, or to engage in any other protected activity.

Attendance at any Union orientation meeting is voluntary. No mandatory/competing orientation meetings should be scheduled during this Union orientation.

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

The Employer will make a good faith effort to provide vacation, final duty, and call schedules for House Officers 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.

If a program consistently fails to provide vacation, final duty, and call schedules three (3) months in advance, House Officers should discuss their concerns with (if applicable) any House Officers within the program tasked with creation of the relevant schedule and then their chief resident/fellow (if applicable) and Program Director. If concerns persist after following this process, the matter may be discussed by the Labor Management Committee. House Officers wishing to escalate a matter to the Labor Management Committee may do so by contacting the Union.

The parties recognize that OHSU does not control schedules (and the timing of when schedules are provided) at some rotation sites. For these rotation sites, OHSU will send a request annually that the site provide vacation, final duty, and call schedules three (3) months in advance.

4.2 Work Outside a House Officer's Training Program (including Moonlighting)

- “Moonlighting” is defined by ACGME as voluntary, compensated, medically-related work performed beyond a House Officer's clinical experience and education hours and additional to the work required for successful completion of the program.

- “Internal Moonlighting” Definition: Per ACGME Internal Moonlighting is defined as voluntary, compensated, medically-related work performed within the site where the Resident or Fellow is in training and any of its related participating sites.
- “External Moonlighting” Definition: Per ACGME External Moonlighting is defined as voluntary, compensated, medically-related work performed outside the site where the resident or fellow is in training or at any of its related participating sites.
- House Officers may have the opportunity to participate in work outside of their training program(s), in accordance with the requirements and restrictions contained in GME Policy 18.
- Moonlighting must not interfere with the ability of the House Officer to achieve the goals and objectives of their educational program, and must not interfere with the House Officer’s fitness for work nor compromise patient safety. Prior to engaging in moonlighting, a House Officer must receive written approval from their program director and GME. The program director and/or GME may withdraw permission to moonlight. Time spent by House Officers moonlighting must be counted toward the 80-hour maximum weekly limit to comply with ACGME requirements and to protect patient safety.
- Sponsoring Institutions and/or individual programs may prohibit moonlighting by its House Officers.
- The terms and conditions of moonlighting employment (including the wages earned while moonlighting) are outside the scope of this Agreement and are determined by individual employment arrangements between House Officers and their moonlighting employers.
- House Officers cannot be required to engage in moonlighting.

4.2.1 ACGME Requirements

All moonlighting must comply with ACGME requirements. 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 OHSU Employee Leaves and Accommodations (ELA) to request a reasonable accommodation. ELA 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, ELA 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 ELA, or another department as designated by OHSU.

4.3.3 Religious Accommodation

ELA 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.

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 Office of Civil Rights Investigations and Compliance (OCIC). 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 OCIC, the complaint shall be processed under the Employer's rules pertaining to discrimination complaints. If the complaint is not satisfactorily resolved by the OCIC process, it may be submitted to the appropriate state or federal agency for resolution.

Additionally, if a House Officer experiences discrimination or harassment by a patient, they should inform their unit leadership and program director, who will follow applicable policy and may help assess whether an alternate patient assignment is feasible and appropriate under the circumstances.

4.4 Uniforms

Two (2) new long white physician coats in appropriate sizes and a minimum of three (3) sets of labeled scrubs (upon request) will be issued to each House Officer. House Officers may request up to three (3) replacement sets of scrubs each academic year.

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/requests to the OHSU Space Committee.

4.6.1 Call Rooms

Each GME-maintained call room designated for use by House Officers will have a door sign allowing users to indicate whether the room is occupied. Clean linens will be available for use in close proximity. All call rooms shall be serviced at least daily.

4.7 Access to Pager Systems

House Officers that are required to have access to OHSU's pager system will be provided with access according to the following procedure.

At OHSU's discretion, OHSU may provide a belt pager to fulfill the requirement of accessing the paging system, subject to continued operation of the belt pager system at OHSU.

If a House Officer is not provided a belt pager and is required by their programmatic responsibilities as determined by OHSU to have access to the OHSU pager system, a House Officer may either:

- a) Request and OHSU shall provide within a reasonable amount of time, an OHSU standard HIPAA compliant mobile device for patient-care related communication via SPOK mobile (or an alternative program/application chosen by OHSU), with functionality in all assigned OHSU work areas, at no cost to the employee.
- b) Choose to use their own personal mobile device for patient-care related communication via Spok mobile (or an alternative program/application chosen by

OHSU), so long as that mobile device is HIPAA compliant and functional in all assigned work areas. No employee shall be compelled to use a personal device for access to OHSU's pager system.

4.7.1 Replacement of Devices

House Officers using an OHSU-provided mobile device (i.e., cell phone) may follow OHSU procedures to return the device and request a replacement every two years due to obsolescence or ordinary wear and tear.

In the event that an OHSU-provided mobile device or pager is lost, stolen, or damaged, House Officers shall be eligible to receive one (1) replacement device at no cost during the period of their training. The process and costs associated with replacing any subsequently lost or broken phones and/or pagers shall follow OHSU policies and procedures.

4.7.2 System Failures

OHSU shall not hold individual House Officers accountable, nor shall any individual House Officer be held personally responsible for immediate patient care issues that arise from not receiving pages or receiving pages later than intended due to paging system failures.

4.8 Badge Replacement

In the event that a House Officer's ID badge is lost, they must follow the badge replacement process and will receive a replacement badge free of charge.

4.9 ACGME Compliance

OHSU and House Officers have a mutual interest in ensuring compliance with ACGME program requirements.

If a House Officer disputes whether a departmental practice, policy, or procedure complies with ACGME requirements, they may discuss the matter with their Program Director. If a resolution is not reached directly with the Program Director or if the House Officer does not feel comfortable discussing the matter with their Program Director, House Officers may:

1. Bring the matter to the OHSU ACGME Resident and Fellow Forum (OARFF) via email to OARFF@ohsu.edu; or
2. Bring the matter to GME leadership via email to OHSUdio@ohsu.edu.

The emails to OARFF@ohsu.edu (OARFF) and OHSUdio@ohsu.edu (GME) must include a subject line referencing, "ACGME Compliance Concern."

OARFF or GME leadership will either provide a written response within sixty (60) days or elevate the matter to GMEC, which is the committee responsible for overseeing ACGME accreditation

within OHSU. GMEC will consider all matters elevated to them through this process within ninety (90) days and will provide a written response.

Written responses from OARFF, GME, and GMEC will be electronically stored and available to all House Officers and program leadership. Such responses will not identify the House Officer who raised the concern.

The above procedures are intended to provide a quick resolution to ACGME compliance disputes and are not intended to limit a House Officer's access to the ACGME complaint process. Further, the parties agree that ACGME compliance is an accreditation-related issue that is not subject to this Agreement's grievance procedures.

4.10 Grant-Funded Positions

For part of their training period, a House Officer may be appointed to a position that is funded by a training grant or other source. During this period, the House Officer will receive at a minimum compensation commensurate with the compensation rate established in this Agreement. Income tax will be withheld as normal for such compensation unless specifically precluded by the terms of the grant. The implications on taxation and benefits may vary as described in the House Officer's grant funded position appointment agreement. The parties recognize that nothing in this Agreement will be applied to a House Officer in a grant-funded position that violates the terms of the grant.

ARTICLE 5. COMPENSATION AND BENEFITS

5.1 Annual Salary Stipend

For the 2024-2025 academic year, House Officers will receive a six and one half (6.5%) increase over the then-current PGY salary. For the 2025-2026 academic year, House Officers will receive a four and one half percent (4.5%) increase over their then-current salary. For the 2026-2027 academic year, House Officers will receive a four and one quarter percent (4.25%) increase over their then-current salary. The 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.

5.2 Housing Allowance

For the 2023-2024 academic year, the Employer agrees to pay each individual in a represented House Officer position a housing allowance in the amount of three thousand dollars (\$3,000) for the full academic year, of which \$2,205 will be paid pro rata in the first two paychecks of each month and the remaining \$795 will be paid as a one-time lump sum payment two full pay periods following ratification. The housing allowance is subject to withholding tax. It is considered taxable compensation paid as wages.

Beginning with the academic year 2024-2025, the housing allowance will be rolled into the House Officer's annual salary, as taxable compensation paid as wages. The housing allowance will be three thousand five hundred dollars (\$3,500) for the full 2024-2025 academic year and, during the

term of this Agreement, will increase in subsequent academic years by the salary percentage increase in Section 5.1 for the relevant academic year, as follows:

July 1, 2024 - June 30, 2025				
Level	Salary Stipend	Housing Allowance	Annual Salary	Biweekly Rate
1	\$70,508.63	\$3,500	\$74,008.63	\$2,846.49
2	\$73,878.38	\$3,500	\$77,378.38	\$2,976.09
3	\$77,368.68	\$3,500	\$80,868.68	\$3,110.33
4	\$81,218.27	\$3,500	\$84,718.27	\$3,258.40
5	\$85,549.49	\$3,500	\$89,049.49	\$3,424.98
6	\$90,122.46	\$3,500	\$93,622.46	\$3,600.86
7	\$93,490.99	\$3,500	\$96,990.99	\$3,730.42
8	\$95,897.13	\$3,500	\$99,397.13	\$3,822.97

July 1, 2025 - June 30, 2026				
Level	Salary Stipend	Housing Allowance	Annual Salary	Biweekly Rate
1	\$73,681.52	\$3,657.50	\$77,339.02	\$2,974.58
2	\$77,202.91	\$3,657.50	\$80,860.41	\$3,110.02
3	\$80,850.27	\$3,657.50	\$84,507.77	\$3,250.30
4	\$84,873.10	\$3,657.50	\$88,530.60	\$3,405.02
5	\$89,399.22	\$3,657.50	\$93,056.72	\$3,579.10
6	\$94,177.97	\$3,657.50	\$97,835.47	\$3,762.90
7	\$97,698.09	\$3,657.50	\$101,355.59	\$3,898.29
8	\$100,212.50	\$3,657.50	\$103,870.00	\$3,995.00

July 1, 2025 - June 30, 2026				
Level	Salary Stipend	Housing Allowance	Annual Salary	Biweekly Rate
1	\$76,812.99	\$3,812.94	\$80,625.93	\$3,101.00
2	\$80,484.03	\$3,812.94	\$84,296.97	\$3,242.19
3	\$84,286.41	\$3,812.94	\$88,099.35	\$3,388.44
4	\$88,480.20	\$3,812.94	\$92,293.15	\$3,549.74
5	\$93,198.68	\$3,812.94	\$97,011.63	\$3,731.22
6	\$98,180.54	\$3,812.94	\$101,993.48	\$3,922.83
7	\$101,850.26	\$3,812.94	\$105,663.20	\$4,063.97
8	\$104,471.53	\$3,812.94	\$108,284.47	\$4,164.79

5.3 Relocation Assistance

Represented House Officers shall receive a one-time reimbursement up to \$1,200.00 to offset eligible housing and relocation costs incurred as a result of relocating for the House Officer's residency or fellowship, provided the main location of their residency or fellowship is at least 50 miles from their former principal place of work, or their former residence (i.e., home/apartment) if they did not have a former principal place of work. 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, based on applicable receipts and documentation submitted in alignment with the policy and IRS guidelines.

5.4 Meal Allowance

The purpose of the meal allowance is to provide House Officers with the opportunity to have a meal when they work an extra-long day at an OHSU rotation site and do not have the ability to go home to eat a meal like many other employees. OHSU meal money will be administered in accordance with the Employer's policies/procedures.

For the 2023-2024 academic year, 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 in accordance with the Employer's policy/procedure. Any unused portion of a House Officer's meal allowance will be carried over into the next month up to the OHSU meal allowance barcode's cap.

Beginning July 1, 2024, or when the below audit is completed, whichever occurs last, OHSU will utilize tiers to assign OHSU monthly meal money amounts, which will be made available to House Officers (e.g., front loaded on to their barcode) monthly. Tier placement will be determined by a program's average number of monthly scheduled shifts at OHSU and the VA, which were twelve (12) hours or longer over the preceding three academic years (divided by the number of the House Officers in the program). Tier placement is for an entire academic year and is uniform across House Officers in a program, so individual exceptions will not be made, except to prorate the meal money for FTEs of less than 1.0. The tiers are as follows:

Program's average 12-hour shifts per month (divided by the number of house officers in the program)	OHSU monthly meal money
20.00+	\$375
17.00-19.99	\$325
14.00-16.99	\$275
11.00-13.99	\$225
8.00 – 10.99	\$175
5.00 - 7.99	\$125
2.00 – 4.99	\$75
Less than 2	\$25

** For new programs and programs that substantially change their shift length, the average number of shifts per month that are twelve (12) hours or longer will be based on the Program Director's reasonable estimation before the start of the academic year, until a three-year average is available.*

Meal money will roll over from month to month to a maximum of \$750, and House Officers are not eligible for any cash reimbursement of unused meal money. The daily cap on meal money spending is fifty dollars (\$50).

The parties recognize that OHSU does not control food service at affiliate sites and that OHSU meal money may only be used at OHSU-run Food and Nutrition Service locations.

There will be an annual audit of the shifts submitted per program, which shall be reviewed and discussed by the Labor Management Committee. An electronic copy of the annual audit will also be sent to the Union.

Further, an audit will begin within one (1) month of the effective date of this Agreement and must be completed before the tiered system goes into effect. This audit shall be reviewed and discussed by the Labor Management Committee and an electronic copy provided to the Union.

5.5 Work-Required Expenses

The Employer shall provide payment or reimbursement, in accordance with the Employer's reimbursement and related policies, 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), unless a House Officer's program requires an unlimited license because of an ACGME requirement for the program's normal training, in which case OHSU will provide payment or reimbursement for fees associated with the required OMB unlimited licensure;
- 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, with proof of attendance, such as an unofficial score report.

5.6 Educational and Professional Development

Beginning with the 2024-2025 academic year, House Officers will receive an annual stipend of one thousand dollars (\$1000) to be used for educational and professional development events, equipment, and expenses, such as attending educational or professional conferences; purchasing textbooks, journals, exam review materials/courses, professional association membership dues, and equipment used for work; or pursuing scholarly activities (e.g., publication fees, poster printing, statistician). The stipend will be paid annually in July or, for new House Officers, the

second full pay period after their start date. This stipend is subject to tax withholdings. It is considered taxable compensation paid as wages. Departments may, but are not required to, provide funds for educational and professional development related expenses beyond the stipend amount.

Until the start of the 2024-2025 academic year, the following provisions in brackets (including Sections 5.6.1 and 5.6.2) will apply:

[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, 2023: 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.

5.7.1 Pay to park hours

If any part of a House Officer's scheduled shift falls within the Employer's pay-to-park hours (currently Monday-Friday 8:00 a.m. – 5:00 p.m.), the House Officer is required to pay for parking during those hours. If a House Officer's scheduled shift

falls within non-pay-to-park hours (currently Monday-Friday 5:00 p.m. to 8:00 a.m. and Friday 5:00 p.m. to Monday 8:00 a.m., and holidays) and the House Officer is required to continue work into pay-to-park hours, the House Officer will, to avoid being ticketed, provide to Campus Access and Commute Services (“CACS”) their name, license plate information, lot information, and anticipated departure time. The House Officer will be covered if they are parked in a pay-to-park permit area. If the House Officer is parked in a patient parking area or a 24/7 reserved space, they will not be covered. Charges will be applied at the prevailing parking rate of the employee for the number of hours parked after 8:00 am. If a House Officer is unable to contact CACS before the pay-to-park hours due to patient care responsibilities, contacts CACS as soon as they are able, and is ticketed, they may appeal the ticket, which places the ticket on hold until the appeal is determined.

5.7.2 Strategic Transportation and Parking Advisory Committee

The Strategic Transportation and Parking Advisory Committee (“Committee”) will consist of stakeholders throughout the Employer’s organization, including at least one (1) representative from the HOU bargaining unit appointed by the Union. The Committee will make strategic recommendations that focus on transportation goals, including but not limited to addressing issues such as employee parking, alternative modes of transportation and other matters that bear upon the daily commute of employees to and from the Employer’s facilities.

5.8 Chief Resident Salary Supplement

A House Officer who serves as a Chief Resident will receive a salary supplement in the amount of at least \$125 per month during their appointment period. To qualify for the salary supplement, the Chief Resident appointment must include additional administrative duties (e.g., scheduling or educational tasks) as defined by the program in a position description that are above and beyond the role of other House Officers in the same training year of their program. This salary supplement is only available to House Officers in programs that (a) exceed one year in length, (b) have two or more trainees per PGY year, and (c) do not have an additional year Chief Resident.

Nothing in the above is intended to limit individual programs from allocating funds to provide additional Chief Resident pay beyond what is provided in this section.

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.

5.11 Bilingual Bonus

A House Officer shall receive an annual bilingual proficiency bonus of one thousand dollars (\$1,000) per academic year if (1) the House Officer is deemed fluently bilingual in English and one of the languages determined by the Employer to be the ten most prevalent in the Employer's patient population, which may be amended annually based on data collected by the Employer's Language Services Department ("Department"), (2) the House Officer has passed the bilingual proficiency exam coordinated through the Department, and (3) the House Officer interacts directly with patients, faculty, or other staff as part of their training program. The Department will publish the current list of languages eligible for compensation under this article on O2.

5.11.1 Bonus payment

The bilingual proficiency bonus will be paid in pay period twenty-four (24). To receive the bonus for an academic year, House Officers must have submitted verification of passing the bilingual proficiency exam to GME@ohsu.edu prior to close of pay period twenty-four (24). Only one bilingual proficiency exam confirmation will be compensated per House Officer per academic year.

5.12 Prorated Benefits

Unless otherwise specified, part time House Officers shall receive a prorated portion of the compensation, benefits, and paid leave applicable to full time (1.0 FTE) House Officers.

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. Except where the rules of the Employee Benefits Council explicitly deviate from the below provisions, insurance coverage is otherwise governed by the rules of the Employee Benefits Council.

6.1.1 House Officers may cover their eligible dependents, including same-sex and opposite-sex spouses, and children up to the age of 26.

6.1.2 Employer 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 House Officers who elect to participate in the OHSU EPO or OHSU PPO plans, the Employer will contribute 100% of the cost of the employee only premium. The Employer will contribute 88% of the cost of the premium for dependent tiers of coverage under the applicable health plan.
- For House Officers who elect to participate in any other OHSU health plan, the Employer will contribute 100% of the cost of the employee only PPO medical plan and 88% of the cost of the dependent tiers of coverage under the PPO medical plan, which will offset the premium cost for other plans.
- The Employer 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 tiers of coverage under the core dental plan.
- The Employer 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.
- Employees choosing opt-out coverage for medical insurance will receive a monthly cash benefit of \$70. Employees choosing opt-out coverage for dental insurance will receive a monthly cash benefit of \$20. Employees choosing opt-out for vision insurance will receive a monthly cash benefit of \$10. Opt-out elections must be made each year during open enrollment and must be done in accordance with applicable benefits policies and requirements.

6.1.3 If institutional decisions or legal requirements change or nullify Section 6.1, both parties will reopen these sections for bargaining.

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 Time Away from Work

House Officers understand that time spent away from work may result in program extensions based on the requirements of individual programs and/or specialty boards.

7.1.1 To assist House Officers in planning the use of leave in this article, programs shall make available via email to House Officers annually (and when there is a change) program requirements detailing the amount of time away that may be utilized during the program without an extension, which should define what constitutes time away (e.g., vacation, sick, leave of absence).

7.1.2 Programs shall make available to House Officers at their end of year review an accounting of time away.

7.2 Vacation

OHSU recognizes the important role of vacation time in House Officer well-being. Therefore, House Officers shall receive a total of twenty-eight (28) days of vacation per academic year, which is inclusive of weekends (Saturday and Sunday). Therefore, a maximum of twenty (20) of these twenty-eight (28) days may occur on a Monday through Friday. A part-time House Officer receives the proportionate amount, based on the percent and duration of the appointment. A “day” for the purposes of leave shall be defined as one (1) continuous 24-hour period. The default vacation scheduling shall include seven consecutive days not working, but the House Officer and Program Director may mutually agree to a different schedule.

Vacation Leave shall be requested by the House Officer in writing and scheduled with the agreement of the Program Director or designee. House Officers are encouraged to use their full vacation allotment and will not be retaliated against for submitting vacation requests in accordance with their program’s vacation scheduling process. 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 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.

(If a House Officer works in-house call immediately preceding their vacation, any ACGME or program required rest following the in-house call shall not be considered part of the House Officer’s vacation leave.)

7.3 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 their 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 at least ten (10) days in advance. (House Officers will make a reasonable attempt to schedule the use of predictable absences in a manner that does not unduly disrupt operations.) 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.

7.4 Bereavement Leave

House Officers shall receive three (3) days paid bereavement leave per academic year. Unused bereavement hours will expire on June 30th. Unused bereavement leave is not subject to cashout or otherwise payable upon termination of employment. In addition, House Officers shall be eligible to use leave (vacation, sick, or comp time) for up to two (2) weeks (or as required by law) for absences resulting from the death of a family member, a member of the House Officer's household, a loss of pregnancy or (with their Program Director's approval) another person significant to the House Officer's life, within sixty (60) days of the date on which the House Officer receives notice of death. House Officers who have no accrued leave may take leave without pay. For purposes of this paragraph, family member is defined as the House Officer'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 House Officer 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 employee over a sustained period of time.

7.5 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 or interviews for fellowships or jobs. Additional days, such as those used to renew required certification or licensure, may be granted with the approval of the Program Director. Unused days may be carried over from one academic year to the next, provided the rolled over days do not cause the professional leave bank to exceed eight (8) days. Time not taken during the academic year that is above the eight (8) day cap will be forfeited.

7.6 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.

7.7 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. House Officers who are the intended parent of a newborn or newly adopted child are encouraged to apply for Paid Leave Oregon benefits, and may use accrued leave to supplement those benefits.

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

7.7.1 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.

7.8 Holiday Leave

House Officers 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 House Officers work on recognized holidays.

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.

7.8.1 Distribution of holidays

Each program 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 House Officers.

Prior to the creation of the program's holiday schedule, programs should survey their House Officers' about their holiday preferences (e.g., holiday rankings) and review the previous holidays worked by House Officers within their program.

Individual programs will create (with program director guidance and approval) a mechanism for providing House Officers with an alternative day off, within the same academic year, if they work on a major holiday, unless such a mechanism in a program would negatively impact training or result in too many days away from training for the program's House Officers. For purposes of this paragraph only, major holidays are New Year's Day, Thanksgiving, and Christmas Day. These mechanisms (or an explanation for why a mechanism would negatively impact training or result in too many days away) must be filed with GME by July 1, 2025.

7.8.2 House Officer Requests for Alternative Procedure for Distribution of Holidays

House Officers within a program may request a change in the processes/procedures used to distribute holiday leave. If at least five (5) House Officers (or 20% of the program's House Officers, whichever is lower) make such a request in writing to their program leadership, the House Officers within that program shall elect or otherwise select from among themselves an ad hoc volunteer committee to develop an alternative process, which will be submitted to the program leadership to assess feasibility, given the needs of the program to function on holidays. Such a plan should not be unreasonably rejected by program leadership. If deemed feasible, the House Officers may put the plan to a vote. If more than 80% of the House Officers within the program vote in favor of the plan, it shall be adopted and implemented. If not, the program's process/procedures will remain in place. The House Officer-organized vote must occur at least 45 days before the program usually finalizes their holiday schedule or else implementation will be delayed by one academic year.

7.8.3 Vacation and holidays

If House Officers 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.

7.8.4 Juneteenth floating holiday

In order to recognize Juneteenth, House Officers will be granted one (1) paid working day per academic year in time away that can be requested following the normal vacation request process. If the House Officer's work location is closed for

Juneteenth and the House Officer is off in observance, the Juneteenth floating holiday will be used. The Juneteenth floating holiday may not be carried over from one academic year to the next and will be forfeited if not taken.

7.9 Additional Leaves

Additional leaves may be available under applicable federal and state law and/or GME policy.

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 House Officers 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 House Officers 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 House Officers engaged in work where such devices are necessary to meet the requirements of the Oregon Occupational Safety and Health Division (OR-OSHA). House Officers 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 House Officer 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 House Officer 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, EHS 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, EHS Representative, and the supervisor may accompany the governmental agency representative and House Officer during this determination.

8.3.2 Impact on House Officer Pending Determination

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

8.4 Ergonomics

House Officers 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 House Officer to their supervisor.

8.5 Work with Dangerous Materials

Any House Officer 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 House Officer 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 House Officer 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 House Officer shall be provided immunization against or testing for such exposure without cost to the House Officer 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. The committee may convene and conduct business if fewer than three representatives from each party are available. The Union and the Employer agree to hold labor-management meetings at least quarterly, unless canceled by mutual agreement. 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 and Employer shall exchange proposed agenda items, if no agenda items are identified the meeting will be canceled.

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 B 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 House Officer 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 House Officer 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 House Officer 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.

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, not more than thirty (30) days after the grievance was filed, 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.

11.7 Arbitration

11.7.1 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.

11.7.2 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.

11.7.3 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.

11.7.4 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.

11.7.5 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 with 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 House Officers 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 their 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

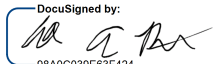
13.1 Savings Clause

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.

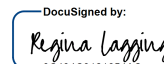
ARTICLE 14. TERM OF AGREEMENT

Except as otherwise provided herein, this Agreement shall be effective March 11, 2024, and shall remain in full force and effect through June 30, 2027. The parties shall begin meeting to negotiate a successor agreement no later than July 1, 2026. The parties may mutually agree to renew the current Agreement or to waive or extend any of these timelines.

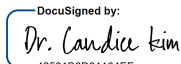
AFSCME HOUSE OFFICERS UNION

By: 
DocuSigned by: 98A0C039E63E424
 Dr. Doug Preston

Date: 4/19/2024OREGON HEALTH & SCIENCE
UNIVERSITY

By: 
DocuSigned by: 9549409421854AC

Date: 4/11/2024

By: 
DocuSigned by: 4658186801164EF
 Dr. Candice Kim

Date: 4/14/2024

By: 
DocuSigned by: 045875648253478
 Dr. Pranav Chandrashekar

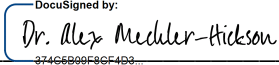
Date: 4/12/2024

By: 
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 Dr. Jacqueline Parilla

Date: 4/16/2024

By: 
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 Dr. Teal Clocksin

Date: 4/11/2024

By: 
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Dr. Alex Mechler-Hickson

Date: 4/12/2024

By: 
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Dr. Marc Meadows

Date: 4/12/2024

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.

APPENDIX B

GME Policy 19



School of Medicine Policy

Policy Number: GME 19
Effective Date: 5/10/2021

Procedure Number: GME 19

Procedure Title: Procedures for Addressing Resident/Fellow Performance Deficiencies

Purpose

The following procedures provide guidelines for ACGME accredited residency/fellowship programs to manage the performance deficiencies of residents and fellows in ACGME programs. Any process taken pursuant to these procedures is for the training, education and supervision of residents/fellows in ACGME programs and considered a peer-review process.

Each residency/fellowship program is responsible for implementing evaluative processes related to resident/fellow performance which are consistent with University policies and procedures (including Policy 03-80-005), Division of Graduate Medical Education ("GME") guidelines and ACGME requirements." These procedures are intended to outline guidelines for programs when managing resident/fellow performance to ensure consistency.

Glossary of Terms:

- *Remediation* is a purpose, rather than a status, and is a component of all performance-focused plans, with the exception of suspension and termination/dismissal. It is not in and of itself reportable (see Table 1)
- *Individualized Education Plan* (IEP) includes minor issues requiring remediation handled by programs
- *Individualized Academic Achievement Plan* (IAAP) is a remediation plan that involves oversight by the Associate Dean for GME or their designee and is a more formalized plan with specific learning activities, mentoring, outcomes and resources identified. Programs and the Associate Dean for GME or their designee work together to develop the IAAP template and engagement with the resident/fellow is documented by the program. Although individual professional boards determine what is reportable, generally, IAAP status is not reportable to medical boards or credentialing entities unless it results in an extension of training, probation, suspension or termination of training/dismissal.
- *Extension of training* is not a formal status, but may occur as the result of an IAAP or probation, as well as leave for other non-disciplinary or leave of absence reasons. Although determined by professional board-specific rules, an extension of training is generally reportable to licensing boards and credentialing entities.
- *Non-promotion* is an extension of training due to academic or other disciplinary concerns.
- *Probation* is a heightened remedial status that is generally reportable to licensing boards and credentialing entities. A resident/fellow cannot successfully complete their training program and be board-eligible while in this status.
- *Suspension*— removing a resident/fellow from training. This decision is made by GME in consultation with the program.
- *Non-renewal of Appointment*. The expiration of the resident/fellow contract without renewal for the following year.
- *Termination/Dismissal* – end of training and employment contract for resident/fellow without completion of the program.
- *Removal from patient care*—action taken by the program director to immediately remove a resident/fellow from patient care duties.



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- *Administrative leave*—leave granted by GME when determined that time away from the University is in the best interest of the University or the resident/fellow. This does not imply a disciplinary sanction for cause (OHSU Policy 03-80-005)
- *Training site actions*—actions taken at a training site other than the host institution.
- *Refusal to certify board application*-- A program may allow a resident to complete training but may refuse to approve the resident's application for board certification. In such a case, the program will notify the resident of this decision as soon as possible, and will provide the resident with a written explanation for the action.
- *Other Sanctions*— Disciplinary sanctions less severe than termination or suspension without pay (such as suspension with pay, probation or reprimands) shall be applied in consultation with GME and in accordance with departmental or program policies.

Summary of actions and reportability

Remediation Action	Grievable	Reportable	Notify GME	Retain in resident file
Resident Evaluations	No	No	No	Yes
Individualized Education Plan	No	No	No	Yes until remedied; then removed
Individualized Academic Achievement Plan	No	No	Yes	Yes until graduation, then removed
Probation	Yes*	Yes	Yes	Yes
Suspension	Yes*	Yes	Yes	Yes
Non-renewal of Contract	Yes*	Yes	Yes	Yes
Non-promotion	Yes*	Yes	Yes	Yes
Termination/Dismissal	No, but may lead to hearing	Yes	Yes	Yes
Program Refusal to Certify Board Application	Yes*	Yes	Yes	Yes
Training Site Actions	No**	Yes	Yes	Yes
Removal from Patient Care Activities	No	Situational	Yes	Situational
Administrative leave	No	Situational	Yes	Situational
Actions by non-GME components of OHSU	No	Situational	Yes	Situational

***Per OHSU policy (GME14), these actions may be grieved by the resident/fellow. If grievance is overturned the trainee was never in that status and it is therefore NOT reportable.**

****May be grievable at the training site at which they occurred**



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Effective Date: 5/10/2021

General Resident/Fellow Performance Difficulties

Some residents/fellows will encounter difficulty during their training. These difficulties fall into three areas: academic, disciplinary, and/or impairment-related difficulties.

- Academic difficulties** generally involve resident/fellow performance issues in which the resident/fellow fails to a standard or requirement of the program. Academic difficulties are generally competency-based, specific to the individual's development as a physician and may involve cognitive and psychomotor performance as well as professional attitudes and behaviors. Residency/fellowship programs identify academic difficulties through their evaluation systems. The results of such evaluations help inform residents/fellows about their progress in meeting the specific program standards for advancement, promotion and, ultimately, satisfactory completion of the program. Residents/fellows with academic difficulties should be initially managed through an IEP and/or an IAAP designed to address the identified deficiencies. Continuation in a program should be contingent on a resident/fellow successfully addressing such deficiencies and meeting the specific academic and competence standards for that program. Failure to meet these standards may result in probation, nonrenewal of contract, or termination.
- Disciplinary problems** generally involve violations of the OHSU Code of Conduct, university or departmental policies, or contractual agreements. They may include training site actions that occur at an affiliated training site other than OHSU. Certain professional or academic behaviors, because of their potential for adverse effects on patients and other OHSU community members, may also give rise to disciplinary actions. Disciplinary actions should be communicated in writing and discussed with the resident/fellow with a member of the GME leadership present. Disciplinary actions which involve suspension without pay or termination of a resident/fellow's participation in a training program will be taken only in accordance with University Policy 03-80-005.
- Impairment** generally refers to medical, psychological or substance abuse issues that may interfere with performance of a resident/fellow's duties and/or responsibilities, including academic performance and patient care duties. It is not the role of the Program Director to make a diagnosis of impairment. If issues of impairment arise, programs should engage GME immediately. See GME 45.

Procedures for Addressing Resident/Fellow Performance Difficulties

- GME Notification.** As noted above, the program director shall notify the Associate Dean for GME or his/her designee as soon as academic, disciplinary or impairment issues are identified which may lead to: (1) a leave of absence from training, (2) an Individualized Academic Achievement Plan, (3) delay in the promotion or progression of a resident/fellow (4) probation, or; (5) disciplinary action. In addition, the Program Director shall notify GME of any issues that may have been impacting the resident/fellow's ability to perform their duties and/or responsibilities, including their ability to safely perform patient care duties.
- GME Oversight.** The Program Director shall consult with the Associate Dean for GME or his/her designee on an ongoing basis regarding all IAAPs, extensions of training, and instances of probation, suspension, or termination. This consultation should include, where appropriate, documentation of the identified performance deficiencies, the communication to the resident, and



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provided resources and remedial efforts. If necessitated by patient care concerns, a Program Director may remove resident/fellow from clinical service, but must communicate this decision to GME as soon as possible and may not make any employment decisions such as non-renewal of contract, suspension, or termination prior to consultation.

- Documentation Requirements.** After review and approval by GME, programs shall notify the resident/fellow promptly in writing using the appropriate GME form. For non-renewal of contract, the program should notify the resident/fellow at least four months (usually March 1) prior to the end of the current contract period. However, if the primary reason(s) for the non-renewal occurs or is being formally addressed within the four months prior to the end of the contract, the program should provide the resident/fellow with as much written notice as the circumstances will allow prior to the end of the contract. Program Directors shall provide a copy to GME of the documentation presented and signed by the resident/fellow and Program Director. Residents/fellows under an Individualized Academic Achievement Plan (IAAP), Extension of training, or Probation may not have their GME Appointment Agreement renewed on a regular schedule.

Trainees in degree programs

For academic issues pertaining to a student role, please see OHSU Policy 02-30-050 Student Suspension, Dismissal, and Appeal Procedure. Student is defined as an individual formally admitted and matriculated into an OHSU or joint OHSU/partner institution academic degree or certificate program or an individual registered and currently enrolled in an OHSU academic course.

Procedure Owner: Graduate Medical Education Committee

Amendment/Approving Committee: Graduate Medical Education Committee

Additional Resources

Form/Document	Use	Links
GME 14 Grievance	Reference	
GME 23 Promotion	Reference	
GME 45 Physician Impairment	Reference	

Version control

Version	Effective Date	Author	Description of Change
1	6/22/2010		Original
2	3/21/2019		Revision
3	5/5/2021		Update to remove references to 03-80-010 which was combined with 03-08-005.

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.

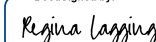
AFSCME HOUSE OFFICERS UNION

By: DocuSigned by:

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Date: 4/12/2024

OREGON HEALTH & SCIENCE
UNIVERSITY

By: DocuSigned by:

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Date: 4/11/2024

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.

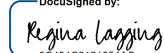
House Officers performing job duties and responsibilities of Attending Physicians shall be paid at their existing House Officer salary level for all hours worked in that capacity, and will receive full credit for time in that rotation. No extension of their program will occur solely as a result of their 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.

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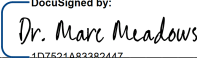
Memorandum of Understanding re One-Time Lump Sum Payment

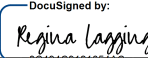
If the parties reach a full tentative agreement on or before January 31, 2024, and that tentative agreement is ratified by the membership within three weeks of reaching it, the Employer shall provide eligible House Officers with a one-time lump sum payment, less applicable taxes and withholdings, of one thousand dollars (\$1,000), which will be prorated for House Officers holding an FTE of less than 1.0. For the purpose of this MOU, FTE level will be calculated as of the date of ratification by the bargaining unit.

To be eligible to receive the one-time lump sum payment, House Officers must be employed both at the time of ratification by the bargaining unit and at the time of the payment. The lump sum payment will be paid two full pay periods after ratification by the membership.

AFSCME HOUSE OFFICERS UNION

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