LETTER OF AGREEMENT

PANDA Voluntary 24-Hour Standby Shifts

Oregon Health & Science University
&
Oregon Nurses Association

The Oregon Nurses Association (“Association”) and Oregon Health & Science University (“Employer”) hereby agree to the following provisions regarding voluntary 24-hour shifts in the PANDA unit.

PANDA nurses may voluntarily agree to work a shift of 24-hour length duration for the purposes of staffing the Aurora Airport PANDA base. PANDA nurses volunteering to work a 24-hour shift must do so prior to the start of any scheduled 12-hour shift. PANDA nurses working a voluntary 24-hour shift will report for duty directly to the airport, where there are no patient responsibilities when not on transport and there is a designated room to rest for each employee.

Per CAMTS accreditation requirements, Nurses working a shift of 12 hours or more are not required to routinely perform any duties beyond those associated with the transport service. These voluntary 24-hour shifts will be treated like pre-scheduled standby shifts, except that no standby or call premium pay provisions shall apply as reflected in Paragraph 3 below.

All provisions of the parties’ Collective Bargaining Agreement shall apply except for the following:

1. **Scheduling.** All 24-hour shifts must be approved in advance by the PANDA manager. There shall be no more than two voluntary scheduled 24-hour shifts per week. A nurse may not work a reverse 24-hour shift (1900-1900).

2. **Work site.** 24-hour shifts shall be restricted to the Aurora Airport PANDA base. A PANDA nurse shall not be reassigned or floated to another work site base during the nurse’s 24-hour shift unless the Aurora Airport must be vacated due to an emergency (i.e. power failure, wildfires/air quality, flood, etc.).

3. **Pay**
PANDA ONA Letter of Agreement 2021

a. A workday shall be defined as the beginning of the nurse’s scheduled shift for 24 consecutive hours.

b. A scheduled voluntary 24-hour shift will be paid at the straight rate of pay, plus applicable differentials. Nurses working these shifts shall not be entitled to call pay under Section 10.3, standby pay under Section 10.4, double time pay under Section 9.1.3, or payment for work while on-call under Section 9.3.1.

c. Contiguous hours worked as overtime in excess of all 24-hour shifts will be considered mandatory hours worked and be compensated in accordance with Section 9.1.6.

d. Weekly overtime for PANDA nurses working a 24-hour shift as described above will be paid for time worked in excess of forty (40) hours per week in accordance with Section 9.1.1.

e. If a nurse works more than one 24-hour shift in a one week period the additional shift will be paid as described in article 9.1.2 and 9.1.3.

f. If a nurse picks up an extra shift that voluntary “mandatory” overtime has been offered for, the nurse will receive two times (2x) their hourly rate of pay for hours worked per the OHSU/ONA contract.

4. Safety checks and balances

   a. Each PANDA team member will complete a safety risk and fatigue assessment at least every 12 hours and more often if indicated. Failure to complete a fatigue and safety assessment will result in the nurse not being able to complete additional 24-hour shifts until they have met with the PANDA manager to review any barriers. A moderate level score (8-14) will require a phone call to the manager to review the assessment. A high level score (15-18 or greater) will require a safety stand down and review by the manager. At any point, management may determine that a nurse is not safe to fulfill the shift. Risk assessment will be quantified manually or via the PANDA Fatigue Tool on the O2. O2 Link: https://o2apps.ohsu.edu/nursing/pediatric-and-neonatal-doernbecher-transport-fatigue/login.cfm Nurses will notify MRH, the other PANDA team (if on shift) and the AOD when the time out commences.
b. Any PANDA nurse will have the right to call a “time out” and to be granted a reasonable rest period of up to three (3) hours, regardless of shift length, upon notification to the PANDA manager. During a time out the nurse will not be required to work and will have no loss of pay. An additional time out of up to two (2) hours will be approved by management if needed. PANDA staff will document their use of time outs for record keeping purposes in The PANDA Fatigue Tool on the O2. The nurse will not receive any adverse personnel action as a result of calling a time out, nor will undue pressure be applied to the nurse to continue the shift. If the nurse cannot complete the shift, he or she will use accrued sick time if available for the balance of the shift. Management and the PANDA safety committee will periodically review transport volume and nurses’ use of the time out policy.

c. These safety check guidelines will be followed. Any modification of these guidelines must be mutually agreed to by the Employer and the Association.

5. Three month trial

a. The use of 24-hour shifts will be evaluated within three (3) months following the effective date of this Letter of Agreement, or sooner if needed, for patient and staff safety. The Employer and the Association will complete this review and the parties must mutually agree upon any modifications that may be needed. Such three month reviews shall recur until the trial is mutually declared permanent or cancelled. At any point, either party may cancel the trial.

b. The PANDA team has averaged 2.3 transports per 24-hour period over the last 5 years. If this number was to rise to 4 transports per 24-hour period, or the number of hours per transport increased, the use of 24-hour shifts will be reconsidered.

c. The following relevant data shall be collected during the trial period, including but not limited to:

1. Number of transports per shift
2. Number of hours per transport
3. Number of time outs
4. Amount of overtime worked
5. Number of 24-hour on call shifts per RN
6. Number of sick calls and how sick calls were covered
7. Number of diverts

This Agreement is fully executed this ___7___ day of _September_ , 2021.

OREGON HEALTH & SCIENCE UNIVERSITY  OREGON NURSES ASSOCIATION

By: ___________________________  By: ___________________________
Magda Leo  Amber Cooper
Interim HR Director for Labor Relations  ONA Labor Representative

Date: 9/7/21  Date: 9/3/21