ARTICLE 29 – MODIFIED OPERATIONS, COMMUNICABLE DISEASE MANAGEMENT, & EMERGENCY PREPAREDNESS

[MOVED FROM 7.10 & 7.11]

29.1 Modified Operations. The Employer may, in its discretion, decide to modify its operations for safety and security reasons, including natural disasters, pandemics, local and regional emergencies, and periods of inclement weather conditions. In anticipation of foreseeable modified operations, the Employer will give nurses as much notice as reasonably possible about opportunities to cross train for departments that do not close, such as the emergency department, to take a work assignment. This cross training will be voluntary. During As a result of modified operations the Employer may close selected portions of its operations, redeploy or cancel schedules of staff whose classification is not a critical function as defined under the Employer’s Modified Operations non-bargaining unit nurses followed by bargaining unit employees who have not been designated as critical function/essential workers. In the event of modified operations being declared by the President or their designee, the following rules shall apply in lieu of the provisions of Section 7.13:

29.1.1 If the employee reports for her/his regularly scheduled shift without having received, at least one (1) hour prior to the start of the employee’s shift, either actual or constructive notice that his or her work area is closed, then she/he shall be paid for the full shift of work.

29.1.2 When modified operations directly require the closing or curtailing of operations after the employee reports to work, the employee shall be paid for the remainder of their her/his work shift. If the employee requests to stay at the work site, the Employer will make an effort to arrange overnight lodging at
the work site. **Overnight lodging is defined as lodging paid for by the Employer at a hotel or at a designated space at the work site.**

29.1.3 When the employee’s work area remains open the employee shall suffer no loss of pay if she/he misses less than two (2) hours of work due to the inclement weather, provided the employee has made every reasonable effort to report to work as scheduled. Employees arriving late by two (2) hours or more shall be paid based upon actual hours worked.

29.1.4 When the employee’s work area remains open but the employee is unable to report to work because of conditions related to the modified operations (such as public transportation closures), the employee may use vacation or compensatory time or take leave without pay. At the discretion of the immediate supervisor an employee may make up time lost, provided it does not require the payment of overtime or premium pay.

29.1.5 If the Employer provides or pays for an employee’s transportation to work during as a result of modified operations because of a need to have the employee at work, then the Employer will also provide or pay for the employee’s transportation home at the end of the employee’s shift.

(move from 7.7)

29.1.6 *Operating Room (OR) Units Voluntary Standby Shifts.* A nurse shall be on standby status when they volunteer to be on call, on Employer premises, to be available for work outside their normal working hours. The term “available” shall mean waiting in readiness at the Employer’s facility with no previously assigned cases or tasks. A private sleep room with a bed shall be provided. Section 9.3.1, 10.3, and 10.4 shall apply.
29.2 Inclement Weather When Modified Operations Not Declared. Because of the nuances of weather patterns and events, there are times OHSU itself may not be adversely impacted to a large degree by inclement weather though the locale of a nurse or nurses may be. However, for the individual nurse there is no difference in whether Modified Operations is declared or not.

While OHSU is running normal operations, an individual nurse may find that inclement weather has created adverse conditions for his/her personal commute to work at OHSU. Policy and contractual protections (7.10.3; 7.10.4) afford the individual nurse the agency to manage the undeclared weather event in their own and OHSU-shared best interests of personal safety. It is the responsibility of the nurse to stay informed about potential severe weather conditions and make appropriate plans to safeguard against transportation issues as is possible.

[from Covid Taskforce MOU:]

29.3 Communicable Disease Task Force: The Employer has will established a task force that includes four (4) Association representatives, the Employer's Chief Nursing Executive or designee and three (3) other Employer representatives. The task force meets when needed to discuss novel communicable diseases, including assessing the most current information, policies and procedures, and to raise substantiated issues regarding transparency, protection of patients and staff, individual liberty, and stewardship of resources. Thereafter, the task force may make agreed recommendations to the EOC to take appropriate actions to safeguard patients and staff. The employer and association agree to maintain open communication to problem solve as issues arise.

Task Force’s Functions: The Task Force shall include the following functions:
29.3.1 **Meetings:** Meetings will be scheduled as mutually agreed by the AURN President or designee and the Chief Nursing Executive or designee and shall be of a duration to share bi-directional information, input, and feedback.

29.3.2 **Scope:** The task force shall monitor safety for novel communicable diseases and review and assess policies/protocols and safety equipment/resources, address staffing concerns that arise and to issue dual communications to Association represented RNs. The committee shall prioritize reasonable proactive approaches to address issues. The employer and/or the association may determine if specific guests and content experts should be included in the meetings.

29.4 **Unit Staffing Crisis Differential.** To address circumstances where a specific unit is under a staffing crisis leaving the remaining staff with an undue burden, in attempt to retain skill and experience, current staff shall receive one of the additional differentials outline here:

29.4.1 If a unit has 40% or more of the total FTE unfilled, all nurses on the unit shall receive a differential of 20% for all hours worked in that unit (not while floating). The Association shall work with the UBNPC to review and assess the unit’s total filled FTE.

29.4.2 If a majority of the hours on a shift is staffed with 50% or more non-bargaining unit nurses, the remaining bargaining unit nurses shall receive a differential of 20% for all hours worked in that unit (not while floating).

29.4.5 **Indemnity** – Employer affirms that OHSU affords professional liability insurance coverage and licensure-regulatory action defense insurance coverage for employment related activities to its clinical employees within the course and scope of
employment. Employer affirms that in the event that the act of providing care for a patient causes the Association Member to become the subject of an investigation by the Oregon State Board of Nursing or any other state’s equivalent, the Employer’s licensure-regulatory action defense insurance coverage provides legal defense and cost coverage (exclusive of fine, sanctions, and penalties). This coverage is subject to standard policy conditions and exclusions, changes to applicable law and any reimbursements that would be against public policy.

29.X Personal Protective Equipment (PPE). Employer will, in good faith, use reasonable efforts to ensure that necessary and appropriate PPE is available for bargaining unit nurses (which may include tracking the volume of PPE on hand, forecasting need and reporting on procurement problems to the Emergency Management Committee). Further, Employer will comply with laws and regulations governing PPE use by bargaining unit nurses. Additional accommodations for PPE should be sought through Occupational Health. If appropriate PPE is not available, nurses shall be notified before reporting to work and will be allowed to wear approved PPE from outside the worksite.

[NEW MOU]

MOU - Novel Serious Communicable Diseases

During the COVID-19 pandemic, the parties worked together to establish standards and practices to protect nursing staff and patients and to comply with federal and state guidance. To assist the parties as they encounter future novel serious communicable diseases, the parties have agreed to the following general guidelines:

1. Screening and Testing: When logistically available and recommended by state and/or federal agencies (e.g., CDC), the Employer will maintain a screening and testing program. If screening and testing is required for nurses to report to work, the Employer shall absorb the cost.
2. Notice and Communication: The Employer will provide nurses who have cared for a patient who is later confirmed to have the novel serious communicable disease with written notice as soon as reasonably possible with relevant information (e.g., date and location of exposure, if known).

3. Exclusion from Work: Due to the increased risk of infection and transmission that nurses take on by working in healthcare, the parties commit to encouraging sick employees to stay home from work. The employer will maintain policies for determining if employees need to stay home based on the most accurate public health information.

4. Illness: Nurses who become ill due to a workplace exposure should apply for workers’ compensation benefits.

5. High Risk Employees: A nurse who has a health condition that they believe would endanger them if they were to work their normal rotation should contact Occupational Health and follow OHSU’s processes and relevant policies.

6. ED Staffing/Prescreening: The Employer commits to taking extra screening precautions during a major outbreak of novel serious communicable diseases and, to the extent possible, maintaining nurse staffing levels to support emergency departments which are the entry point for patients into OHSU. To minimize exposures of employees and patients, management will provide proper support staff for federal and state recommended screenings during a novel serious communicable disease outbreak.

The parties recognize and acknowledge that the health and safety precautions for future novel serious communicable diseases may be different than those with COVID-19. Where differences exist, the parties should be guided by federal and state guidelines, and should continue working together to address workplace safety.

[Moved from MOU #7:]

29.6 Influenza Vaccine and Masking Policy

The parties will endeavor to collaborate in educating the workforce about the dangers of influenza and its potential impact on patients, visitors and fellow employees, and to promote an influenza vaccine program. Generally, all healthcare workforce members...
will be encouraged to get an influenza vaccination unless they have a medical contraindication.

29.6.1 Any nurse who declines to get an influenza vaccination will fill out a confidential declination form. Information as to the vaccination status of each nurse will be maintained in a confidential file separate from the nurse’s personnel file and will only be accessed by those with a need to know, including but not limited to Employer reviewers meeting standards set by the Joint Commission and Employer–Det Norske Veritas (DNV) reporters of declination data for governmental surveys. Other than filling out this form, no nurse will be required to divulge the reason for his/her vaccination status to anyone else.

29.6.2 Any nurse who declines to get an influenza vaccination will wear a mask within six (6) feet of a patient in patient care areas during the “Masks On” period.

29.6.3 The Employer will not count a nurse’s unscheduled absence for flu-like symptoms as an “occurrence” under its attendance policy if each of the following criteria is met:

a. The absence occurs during the “Masks On” period.

b. The nurse has flu-like symptoms that are documented in writing by the nurse’s regular physician or nurse practitioner after an examination of the nurse at a scheduled office visit.

c. The above-referenced documentation is provided to the nurse’s manager no later than the start of the next shift that the nurse works.

d. The absence does not extend beyond four (4) consecutive calendar days (96 consecutive hours).
The nurse has not qualified for this exception on any previous occasion during the same influenza season. Nurses may qualify for this occurrence exception on no more than one occasion each influenza season. Any documented or additional unscheduled absence for flu-like symptoms will be considered an occurrence and managed in accordance with the Employer’s attendance policy.

29.6.4 Charge nurses will be expected to respond to Influenza Vaccine and Masking Policy (“Policy”) compliance issues as they would any other compliance issue in the course of their job duties.

29.8 Additional Vaccine Requirements. Any further required vaccines shall be negotiated with the Association.