

EMPLOYMENT RELATIONS BOARD

OF THE

STATE OF OREGON

Case No. UP-039-22

(UNFAIR LABOR PRACTICE)

OREGON NURSES ASSOCIATION,)	
)	
Complainant,)	
)	
v.)	RULINGS,
)	FINDINGS OF FACT,
OREGON HEALTH SCIENCES)	CONCLUSIONS OF LAW,
UNIVERSITY,)	AND ORDER
)	
Respondent.)	
_____)	

Thomas Doyle, General Counsel, Oregon Nurses Association, Tualatin, Oregon, represented Complainant.

Dan Rowan, Attorney at Law, CDR Labor Law, Portland, Oregon, represented Respondent.

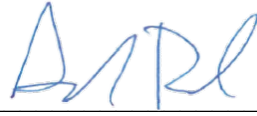
On November 20, 2023, Administrative Law Judge Jennifer D. Kaufman issued a recommended order in this matter. The parties had 14 days from the date of service of the order to file objections. OAR 115-010-0090(1). No objections were filed, which means that the Board adopts the attached recommended order as the final order in the matter. OAR 115-010-0090(4).

In these circumstances, OAR 115-010-0090(5) allows the Board to limit the precedential value of the final order. The Board does so in this case. Accordingly, this order is binding on, and has precedential value for, only the named parties in this case.

ORDER

OHSU shall cease and desist from violating ORS 243.672(1)(a).

DATED: December 15, 2023.



Adam L. Rhynard, Chair



Shirin Khosravi, Member



Benjamin O'Glasser, Member

This Order may be appealed pursuant to ORS 183.482.

EMPLOYMENT RELATIONS BOARD

OF THE

STATE OF OREGON

Case No. UP-039-22

(UNFAIR LABOR PRACTICE)

OREGON NURSES ASSOCIATION,)	
)	
Complainant,)	
)	RECOMMENDED RULINGS,
v.)	FINDINGS OF FACT,
)	CONCLUSIONS OF LAW,
OREGON HEALTH SCIENCES)	AND PROPOSED ORDER
UNIVERSITY,)	
)	
Respondent.)	
)	

A hearing was held before Administrative Law Judge (ALJ) Jennifer D. Kaufman on June 2, 2023, via videoconference. The record closed on August 14, 2023, following receipt of the parties' post-hearing briefs.

Thomas Doyle, General Counsel, Oregon Nurses Association, Tualatin, Oregon, represented Oregon Nurses Association.

Dan Rowan, Attorney at Law, CDR Labor Law, Portland, Oregon, represented Oregon Health Sciences University.

On October 27, 2022, the Complainant, Oregon Nurses Association (Association) filed an unfair labor practice complaint against the Respondent, Oregon Health Sciences University (OHSU), alleging that OHSU violated ORS 243.672(1)(a) of the Public Employee Collective Bargaining Act (PECBA). On December 28, 2022, OHSU filed a timely answer.

The issue is: Did OHSU interfere with, restrain, or coerce employees in or because of the exercise of protected rights, in violation of ORS 243.672(1)(a), by meeting with Association representative MC as a result of her protected activity?

As set forth below, we conclude that OHSU violated ORS 243.672(1)(a) as alleged.

RULINGS

The rulings of the ALJ were reviewed and are correct.¹

FINDINGS OF FACT

The Parties

1. OHSU is a “public employer” within the meaning of ORS 243.650(20). OHSU operates a public hospital and research institution in Portland, Oregon,
2. The Association is a “labor organization” within the meaning of ORS 243.650(13). The Association is the exclusive representative of a bargaining unit of registered nurses at OHSU.
3. At all times material to this case, the Association and OHSU were parties to a collective bargaining agreement effective by its terms from January 4, 2021, through June 30, 2023.

Background and Staffing Level Dispute

4. MC (a pseudonym) is a charge nurse in the Labor and Delivery Unit of OHSU. MC has worked for OHSU since 2014. She has worked in the Labor and Delivery Unit since 2016.
5. Charge nurses are included in the Association’s bargaining unit. Since June 2021, MC has been a “unit representative,” or steward, for the Association.
6. Charge nurses report to a nurse manager, who in turn report to the Director of Women’s and Neonatal Services, Molly Blaser. Above Director Blaser is Chief Nursing Officer (CNO) Jane Russell. Gretchen McCullough is the Associate CNO.
7. Charge nurses are responsible for overseeing the day-to-day operations of their units, including managing patient flow and patient assignments, and scheduling staff nurses. Charge nurses determine staffing levels based on established staffing protocols and the standards set forth in the collective bargaining agreement. Nurse managers have oversight over the staffing decisions of charge nurses.
8. Article 4 of the collective bargaining agreement contains a “Management Rights” clause. Article 4 gives management the rights to:

- “1. Direct employees
- “2. Hire, promote, transfer, assign and retain employees.

¹The ALJ admitted Complainant’s Exhibits 1-8 and Respondent’s Exhibits 1-2 into the hearing record.

- “3. Suspend, discharge or take other proper disciplinary action against employees.
- “4. Reassign employees.
- “5. Relieve employees from duty because of lack of work or other proper reasons.
- “6. Schedule Work.
- “7. Determine methods, means and personnel by which operations are to be conducted.”

(Exh. R-1 at 17.)

9. Article 6.17 of the collective bargaining agreement, “Nurse Staffing Law,” states:

“The Employer and registered nurses will act in compliance with Oregon’s hospital nurse staffing law, ORS 441.151 through 441.192 [(Nurse Staffing Law)]. At least twice per year the [Chief Nurse Executive (CNE)] or the CNE’s designee shall, at the request of the Nurse Staffing Committee, meet with the Committee at one of its scheduled meetings.

“6.17.1 Staffing Plans.

- “1. Establish a unit’s staffing levels, including during meals and breaks.
- “2. Include a mechanism to measure patient acuity and nursing work intensity.
 - “a. A patient acuity and workload intensity tool is to be agreed upon by [Unit Based Nursing Practice Committee (UBNPC)] consensus, and included with the staffing plan submission.
- “3. The Employer will maintain appropriate staffing levels on each unit, supported by the acuity and intensity outlined in section 6.17.1(2), for the duration of the shift.”

(Exh. R-1 at 26.)

10. Article 27.2 of the collective bargaining agreement covers the development of UBNPCs. Article 27.2.1, “Role of UBNPC,” states that the UBNPC is the “foundation for shared governance at the unit level. Its structure provides for the involvement of the UBNPC in local decision making by creating an environment that enhances the flow of information to and feedback from every nurse.” Article 27.2.2, “Recommendations, functions and authority,” states that the “UBNPC is responsible for making recommendations and performing functions that advance the delivery of professional nursing at OHSU” including the “development, implementation, monitoring, evaluation and modification of the unit staffing plan.” (Exh. R-1 at 86-87.)

11. MC has been a member of the Nurse Staffing Committee since June 2021. MC is a former member of a UBNPC.

12. Staffing levels are a persistent source of disagreement between the Association and OHSU. MC has been outspoken on the matter in her roles as a member of the Nurse Staffing Committee and as an Association representative. In March 2021, the Association filed a grievance against OHSU alleging a failure to adhere to contractual staffing standards. MC signed the grievance on behalf of the Association.

13. At times, the discussions between MC and Director Blaser about staffing issues have been tense. Because of this dynamic, Blaser requested that MC communicate with her in person as much as possible rather than through email or telephone calls.

14. On September 22, 2022, the UBNPC for the Labor and Delivery Unit held a virtual meeting with OHSU leadership to discuss their concerns regarding staffing levels. The meeting was attended by Chief Executive Officer and Vice President John Hunter, former CNO Dana Bjarnason, Director Blaser, CNO Russell, and Associate CNO McCollough. High level managers do not typically attend UBNPC meetings, but the September 22, 2022, meeting was attended by OHSU leadership because the parties were attempting to resolve the pending grievance over staffing issues. Association Representative Amber Cooper also attended the meeting.

15. In preparation for the September 22, 2022, meeting, Labor and Delivery Unit nurses compiled data about patient acuity and staffing levels and prepared a PowerPoint presentation regarding the data. Staff nurse JS (a pseudonym), who had the lead role in collecting the data, presented the information during the meeting, and the meeting participants engaged in a discussion over the interpretation of the data and whether staffing standards were being met. MC expressed frustration that nurses were continually asked to validate and update their data to substantiate their claims about staffing levels, which delayed the process of getting the additional nurses that were needed. MC also stated that she believed the staffing plan was not being followed and that OHSU's staffing practices were not in compliance with the Nurse Staffing Law. At one point when CNO Russell was speaking, MC interjected and stated that there were quite a few nurses who were trying to speak and that she wanted to make sure they all got a chance to speak.²

16. On September 28, 2022, Director Blaser filled in for a nurse manager. At approximately 8:30 a.m., Blaser telephoned MC to request information about patient numbers and nurse staffing levels. MC told Blaser that the unit had three patients and nine nurses. Blaser asked whether MC intended to send any nurses home. MC responded that she did not think it was safe to do so and that pursuant to "AWHONN" (Association of Women's Health, Obstetric and Neonatal Nurses) standards, she needed the nurses that she had to ensure that nurses were able to take their meal and break periods. Blaser responded that they would talk about it later.

17. At 8:52 a.m., MC sent Director Blaser a follow-up email. MC stated in her email, "I am very uncomfortable with the conversation we had this morning. It felt like you were trying to bully and threaten me with the statement 'we'll be talking about his later' in regards to having extra nurses without assignments. Our data and variances have proven over and over we need at a minimum of two extra nurses at all times, we often need a second flex or a second triage, and to maintain AWHONN we need meal and break nurses, and we almost always need an admit nurse

²Russell believed that MC's interruption was abrupt and rude, but not a basis for corrective action.

available.” MC continued her email with further discussion of the staffing needs of the unit, and closed her email by stating, “As charge nurses we should be supported for doing what is best and safe for our patients and it is unacceptable to have to constantly advocate and justify having extra nurses on the unit that don’t have assignments, especially being a high risk level one trauma OB hospital. I did not feel supported.” (Exh. C-2 at 1-2.)

18. At 11:05 a.m., Director Blaser responded to MC’s email. Blaser copied CNO Russell and Assistant CNO McCullough on her response, which stated:

“I am sorry you were uncomfortable with my asking why you staffed [nine]³ nurses when you only had [three patients] on the floor and [one] in triage. From my perspective, you were significantly overstaffed and should not have needed that many nurses at that time. I believe that we are not on the same page on how many nurses we should staff with only [four patients]. We are needing to staff safely AND with a fiscal lens as well.”

(Exh. C-3 at 1.) Blaser went on to explain why she thought that seven was the appropriate number of nurses under the circumstances. Blaser closed her email by stating:

“I was not threatening you but wanted to let you know that I needed more conversation which would not happen on the phone or in an email (from our previous conversation).

“We will need to come together to discuss AWHONN, staffing and how the acuity tool is filled out. I know we are not all on the same page and we need to find a way to get there. More to come and happy to continue the conversation in person! As always, I appreciate you reaching and sharing your thought process.”

(Exh. C-3 at 2.)

19. At 5:45 p.m., MC responded to Director Blaser’s email. In addition to copying CNO Russell and Assistant CNO McCollough, MC copied the UBNPC for the Labor and Delivery Unit and Nurse Staffing Committee member Erica Swartz. MC stated in her response:

“We absolutely should not be staffing with a fiscal lens, that is in direct violation of the [Oregon Health Authority (OHA)] nurse staffing law. This is not a matter of a difference of opinion or not being on the same page, this is a matter of blatantly disregarding data, variances, OHA violations, and keeping our patients safe. Our staffing plan was approved by the staffing committee by both managers and RNs months ago. It is irrelevant whether one ‘agrees.’ Our staffing plan was approved based on OHA law and patient safety. AWHONN standards are not arguable, they are our professional practice standards that must be followed. I do not feel comfortable speaking with you in person without representation but feel free to let me know if you would like to set up a meeting with [Association Representative Cooper] and HR. I am including UBNPC as they are an integral part of this

³In the original email, Director Blaser typed the number nine in red font.

conversation. I am also including Erica Swartz, the [co-chair] of the staffing committee to answer any questions you may have about our staffing plan.”

(Exh. C-4.)

20. On September 29, 2022, CNO Russell responded to MC’s email with an email titled “Professionalism and code of conduct.” Russell copied Assistant CNO McCullough, Senior Human Resources Business Partner Todd Pfahler, and Executive Assistant Emily Duquette. Russell stated in the email, “I would like to schedule a time to meet with you regarding the tone of your communication both written and in meetings. Please include an ONA representative if you wish. This conversation will be about professionalism and code of conduct expectations as an employee of OHSU.” Russell added that Pfahler and McCullough would be joining them during the meeting, and asked Duquette to schedule a 40-minute meeting on WebEx (a videoconferencing platform). (Exh. C-5 at 3.)

21. The meeting between CNO Russell and MC was held on October 11, 2022, over Webex.⁴ Also attending the meeting were Assistant CNO McCullough, HR Business Partner Pfahler, Association Representative Cooper, Association Representative Matt Calzia, and Nurse Staffing Committee member Swartz. Russell told MC that she had been observing her communications over Webex and email. She stated that she wanted to talk to MC about how she was coming across, which was hurting MC, and that MC’s message was important but that it was getting lost because of the way she delivered it. Russell stated that the purpose of the meeting was to help MC become a more effective communicator. Russell stated that the first topic she wanted to cover was respect of others. She stated that MC seemed comfortable giving feedback but not receiving it. Russell also stated that being direct to the point of rudeness is not acceptable, and that several people feel that MC’s communication is aggressive to the point of rudeness.⁵ Russell stated that managers have a right to ask questions about how a shift was staffed. Russell then stated that they would discuss the OHSU Code of Conduct⁶ and the Management Rights clause of the collective bargaining agreement. Russell quoted provisions of the Code of Conduct that address holding oneself and colleagues to high standards; giving and receiving feedback openly; and being courteous, honest, and respectful. Russell also read the Management Rights clause out loud to MC, including the provisions related to discipline. Russell stated that when putting those things together, MC’s recent email communication with Director Blaser had been inappropriate. MC responded that the problem was not that Blaser had questioned MC about staffing, but that Blaser’s comment that they would be talking later felt like bullying. Cooper stated that MC’s advocacy is protected under PECBA, that it was appropriate for MC to be direct when she was acting in her

⁴This account of the October 11, 2022, meeting is based on notes that were taken by Calzia and Swartz during the meeting, admitted into the record as Exhs. C-6 and C-7. It is undisputed that although the notes did not capture every detail of the discussion and are not verbatim transcriptions of the meeting, they are a generally accurate reflection of the discussion that took place during the meeting.

⁵CNO Russell did not identify the individuals who had expressed concern over MC’s aggressiveness.

⁶The OHSU Code of Conduct was not entered into the record.

capacity as a union steward, that MC's advocacy was related to a pending grievance, and that the meeting felt retaliatory. McCullough stated that the conversation was not intended to be investigatory or disciplinary. Cooper asked why, in that case, Russell had read the statements that she had, which felt like intimidation. Russell responded that she disagreed, and that she did not consider aligning communication with the Code of Conduct to be retaliatory. Cooper stated that she considered reading the Management Rights clause aloud to be retaliation and intimidation, and that the Association would consider filing an unfair labor practice complaint. The meeting ended shortly thereafter.

22. During the hearing, CNO Russell explained that she had called the October 11, 2022, meeting because MC's September 28, 2022, emails were concerning, and she wanted to talk to MC about how to communicate differently. She testified that the "words bully and threaten did not sit well" with her, that managers have the right to question staffing decisions, and that doing so is not bullying or threatening. Russell further explained that she told MC that she could bring an Association representative because MC had previously indicated that she would not speak to Director Blaser without an Association representative present.

23. Approximately 1200 nurses work under CNO Russell. Russell has met with nurses at OHSU more times than she can estimate. Russell has never read the Management Rights clause of the collective bargaining agreement or the OHSU Code of Conduct out loud during any meeting with a nurse other than the October 11, 2022, meeting with MC.

24. MC discussed the October 11, 2022, meeting with several of her colleagues. MC's meeting with CNO Russell was still a topic of discussion among unit nurses as of the date of the hearing in this matter.

25. MC did not receive any discipline in connection with the October 11, 2022, meeting.

26. MC continued to advocate regarding staffing issues after the October 11, 2022, meeting. On October 19, 2022, MC sent an email to Director Blaser and nursing staff about nurses floating to outside units, which MC contended was a violation of the staffing plan and the Nurse Staffing Law.

CONCLUSIONS OF LAW

1. This Board has jurisdiction over the parties and the subject matter of this dispute.
2. OHSU violated ORS 243.672(1)(a) by summoning MC to a meeting and suggesting that she could be subject to corrective action in response to her protected activity.

Under the PECBA, it is an unfair labor practice for a public employer or its designated representative to "[i]nterfere with, restrain or coerce employees in or because of the exercise of rights guaranteed in ORS 243.662." ORS 243.672(1)(a). ORS 243.662 guarantees public employees "the right to form, join and participate in the activities of labor organizations of their own choosing for the purpose of representation and collective bargaining with their public

employer on matters concerning employment relations.” Subsection (1)(a) has two prongs, commonly referred to as the “because of” and “in” prongs. The Association contends that OHSU’s actions violated both prongs of the statute.

To determine if an employer interfered with, restrained, or coerced employees “because of” the exercise of protected rights, we examine the employer’s motives or reasons for the employer’s action. *International Association of Firefighters, Local 890 v. Klamath County Fire District #1*, Case No. UP-049-12 at 18, 25 PECBR 871, 888 (2013). If an employer acts “because of” employees’ exercise of protected rights, the employer’s actions are unlawful. It is not necessary for a complainant to prove that the employer acted with hostility or union animus, or prove that the employer was subjectively motivated by an intent to restrain or interfere with protected rights. *Id.*

We determine the employer’s reason for acting by examining the record as a whole. *Portland Assn. of Teachers v. Mult. Sch. Dist. No. 1*, 171 Or App 616, 626, 16 P3d 1189, 1195 (2000). After we make that factual determination, we decide whether the reasons were lawful or unlawful. *Id.* at 639. If, after considering the evidence from both parties, the facts persuade us that the employer acted for lawful reasons, the “because of” claim must be dismissed. *Oregon AFSCME Council 75, Local 3742 v. Umatilla County*, Case No. UP-18-03 at 9, 20 PECBR 733, 741 (2004). If the record persuades us that the employer acted for unlawful reasons, including that the employer’s stated reasons were a pretext for unlawful conduct, we will find a “because of” violation of subsection (1)(a). If we find the employer acted for both lawful and unlawful reasons, we apply a mixed motive analysis. In that analysis, we determine whether the employer would have taken the same action in the absence of the protected activity. *Amalgamated Transit Union, Division 757 v. Tri-County Metropolitan Transportation District of Oregon*, Case No. UP-39-10 at 15-16, 25 PECBR 325, 339-40 (2012).

When we analyze whether an employer’s actions restrained, interfered with, or coerced employees “in” the exercise of their protected rights, “the employer’s motive is irrelevant.” *Id.* at 15, 25 PECBR at 339. “We focus only on the effects of the employer’s actions on the employees. If the employer’s conduct, when viewed objectively, has the natural and probable effect of deterring employees from engaging in PECBA-protected activity,” the employer violates the “in” prong of subsection (1)(a). *Id.* A violation of the “in” prong of subsection (1)(a) may be either derivative or independent. An employer who commits a “because of” violation also generally commits a derivative “in” violation because an action taken in response to employees’ exercise of protected rights has the natural and probable effect of chilling the exercise of those rights. *Id.* An independent violation is typically “based on an employer’s threat or implied threat of interference with employees’ exercise of protected rights.” *Tigard Police Officers’ Association v. City of Tigard*, Case No. UP-59-10 at 11, 24 PECBR 927, 937 (2012). For a reasonable employee to be chilled in the exercise of protected activity, that employee must see some relationship between the protected activity and the employer’s actions or statements. *Id.* (citing *Teamsters Local 223 v. Tillamook County Emergency Communications District*, Case No. UP-46-95 at 8, 16 PECBR 397, 404 (1996)).

Here, MC engaged in PECBA-protected activity by serving as an Association representative and a member of the Nurse Staffing Committee. MC's advocacy regarding adherence to contractual staffing standards was a part of those roles. MC's advocacy was also protected because employees engage in PECBA-protected activity when they seek to enforce their rights under a collective bargaining agreement. *Central Education Association and Vilches v. Central School District, 13J*, Case No. UP-74-95 at 14, 17 PECBR 54, 67 (1996), *recons*, 17 PECBR 93 (1997), *aff'd*, 155 Or App 92, 95 n 1, 962 P2d 763 (1998). OHSU does not dispute that MC's advocacy related to staffing standards was protected.

As detailed above, MC was summoned to a meeting with CNO Russell to discuss the tone of her communication during the September 22, 2022, UBNPC meeting and in the September 28, 2022, email exchange between MC and Director Blaser. Those communications concerned contractual staffing standards and were therefore protected activity. Based on an examination of the record as a whole, we are not persuaded that the purpose of the meeting was to help MC become a more effective communicator, or that Russell would have taken the same action absent MC's protected advocacy. The record does not establish that CNO Russell has taken a similar interest in the communication style of other nurses, or that calling an employee into a meeting with the CNO and a HR Representative is a routine response to discourteous communication. We conclude that MC was summoned to the meeting because of, and in response to, her protected activity.

OHSU contends that its conduct did not violate the statute because it did not take any "adverse action" against MC. We disagree. In a recent decision, we found a "because of" violation based on an employer's coercive statements to an employee in response to their protected activity. *See Klamath Falls Association of Classified Employees v. Klamath Falls City Schools*, Case No. UP-039-21 at 18-19 (2023) (finding a "because of" violation where a manager effectively threatened an employee's job in response to her protected communication with a union representative about a contractual issue). Here, although MC was not disciplined, she was called into a formal meeting with high-level management and effectively put on notice that she was at risk for future discipline. Despite Assistant CNO McCullough's statement that the meeting was not investigatory, it is reasonable to perceive a meeting requested by the CNO, to discuss Code of Conduct "expectations," in the presence of a Human Resources representative, as an indicator that discipline is being contemplated. Furthermore, CNO Russell read the entire Management Rights clause out loud to MC, including OHSU's right to discipline and discharge employees. Given this context, a reasonable interpretation is not, as OHSU suggests, that the meeting was called to have a conversation about improving MC's communication skills, but rather, that it was a veiled threat that MC should tone down her advocacy or face future discipline. We find that conduct coercive. *See Hood River Education Association v. Hood River County School District*, Case No. UP-38-93 at 5, 14 PECBR 495, 499 (1993) (violations can occur in the absence of direct threats or coercion). Even if, despite the reasonable conclusions to be drawn from the circumstances of the meeting, CNO Russell's intent was not to deter MC's advocacy but merely to change MC's tone, the meeting was nonetheless coercive because it is not necessary to establish that an employer is subjectively motivated by an intent to restrain or interfere with protected rights to find a "because of" violation. *Klamath County Fire District*, Case No. UP-049-12 at 18, 25 PECBR at 888.

In arguing that OHSU's conduct did not constitute interference, restraint, or coercion, OHSU relies on *AFSCME Local 88 v. Multnomah County*, Case No. UP-44-98 at 8-9, 18 PECBR 430, 437-38 (2000). In that case, a manager sent a letter to a union council representative about the behavior of two employee shop stewards. The manager asked for the council representative's help to correct a continuing pattern of distrust and with the use of work time for conducting union business. In contrast to the present case, the employee shop stewards were not called into a meeting with management and told that their conduct had fallen short of work rules or standards, and they were not advised of the employer's right to discipline them. Indeed, the Board found it significant in that case that the letter was sent to the council representative, not the stewards, which minimized the potential for any chilling effect. Consequently, we find the case distinguishable.

We conclude that OHSU violated ORS 243.672(1)(a) by summoning MC to a meeting and effectively threatening her with discipline because of her protected activity. Having found that OHSU interfered with, restrained, or coerced MC "because of" her protected activity, we also find an "in" violation. As stated above, conduct taken in response to protected activity also has the natural tendency to chill employees in the exercise of protected rights. Furthermore, the record establishes that news of the October 11, 2022, meeting was disseminated among MC's coworkers. Employees hearing that MC was summoned to such a meeting in response to her advocacy during the September 22, 2022, UBNPC meeting and her September 28, 2022, email exchange with Director Blaser would reasonably be chilled from speaking out about adherence to contractual staffing requirements. Therefore, OHSU's conduct had "the natural and probable effect of deterring employees from engaging in PECBA-protected activity." *Tri-County*, Case No. UP-39-10 at 15, 25 PECBR at 339. Consequently, we find that OHSU's conduct violated both the "in" and "because" prongs of ORS 243.672(1)(a).

Remedy

Because we have found that OHSU violated ORS 243.672(1)(a), we order OHSU to cease and desist from engaging in that unlawful conduct. *See* ORS 243.676(2)(b).

PROPOSED ORDER

OHSU shall cease and desist from violating ORS 243.672(1)(a).

DATED: November 20, 2023.



Jennifer D. Kaufman
Administrative Law Judge

NOTE: The Employment Relations Board's rules provide that the parties shall have 14 days from the date of service of a recommended order to file specific written objections with this Board. (The "date of filing objections" means the date that objections are received by the Board; "the date of service" of a recommended order means the date that the Board sends or personally serves the recommended order on the parties.) If one party has filed timely objections, but the other party has not, the party that has not objected may file cross-objections within 7 days of the service of the objections. Upon good cause shown, the Board may extend the time for filing objections and cross-objections.

Objections and cross-objections must be simultaneously served on all parties of record in the case and proof of such service must be filed with this Board. Objections and cross-objections may be filed by uploading a PDF of the filing through the agency's Case Management System (preferred), which may be accessed at <https://apps.oregon.gov/erb/cms/auth>. Objections and cross-objections may also be filed by email by attaching the filing as a PDF and sending it to ERB.Filings@ERB.Oregon.gov. Objections and cross-objections may also be mailed, faxed, or hand-delivered to the Board. Objections and cross-objections that fail to comply with these requirements shall be deemed invalid and disregarded by the Board in making a final determination in the case. (*See* Board Rules 115-010-0010(10) and (11); 115-010-0090; 115-035-0040; and 115-070-0055.)