MOU Agreement Reached

Agreement Reached with PeaceHealth on COVID-19 Impacts

We are pleased to announce that we have finalized a Memorandum of Understanding (MOU) that will work in tandem with your Oregon Nurses Association (ONA) contract for the duration of the PeaceHealth COVID-19 pandemic protocols or August 31 whichever comes first.

We may choose to extend it, end it, or expand it by mutual agreement, depending on how things develop. It took a bit longer than we were hoping but we are satisfied with the results. Along the way we fought for more personal protective equipment (PPE), shifts, and a larger paid time off (PTO) bank for COVID.

We could not have been successful without working with all your elected volunteer officers from all three facilities plus staff from Service Employees Union International (SEIU) and Oregon Federation of Nurses and Health Professionals (OFNHP).

This agreement covers Peace Harbor Medical Center (PHMC) as well as Sacred Heart Medical Center (SHMC) and Sacred Heart Home Care Services (SHHCS).

The MOU establishes bi-weekly meetings between management and nurse leaders to discuss COVID-19 specific problems and solutions. In addition it ensures that PPE will be available (Section 1 IV), unused professional development funds and hours will carry over for nine months (Section 4 IV), and that nurses that are exposed will be informed ASAP and those that need to stay home because

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ONA Contract Still in Effect

As we navigate the current impacts of COVID-19 and the policies and procedures put in place by PeaceHealth, it is important to remember that your collective bargaining agreement is still in effect and enforceable.

Your contract does not and could not anticipate the current pandemic and the various ways in which Sacred Heart has responded to the closing of procedural units and other impacts.

That is one reason we worked so hard to establish a specific COVID-19 MOU which has the same legal status as your contract.

In addition to the provisions of the MOU, all of the provisions of your contract are still in place and continue to be enforced. Please be sure to reach out to your stewards, executive committee members and labor representatives if you have questions about your rights under the contract. We are here to offer guidance, advice and support during this uncertain time.
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of an infection will suffer no loss of pay (Section 2).

The full MOU can be found starting on page 3 of this newsletter as well as on your bargaining unit’s ONA webpage www.OregonRN.org/76.

This MOU does not supersede your current collective bargaining agreement. All contract provisions remain in place including staffing, low census, and floating rules.

As long as Peace Harbor continues to use the resource pool, we will work to ensure that it will be managed with transparency and equity so that nurses can maintain hours with the least amount of disruption to their regular schedules (Section 3).

If nurses are asked to work in an unfamiliar unit, they will either be assigned as supplemental assist or will need to be provided the training and support they need to be competent on that unit (Section 4).

Investigations for allegations of misconduct may be delayed depending on the nature of the allegation and the current condition of the hospital so that everyone can stay focused on taking care of COVID-19 patients (Section 5).

The reopening process for the hospital will hopefully begin soon if our COVID-19 cases continue to be low. Your ONA elected leadership will be part of the process.

As always, your eyes and ears will be essential to keeping all of your leaders informed so we can ensure compliance with our agreements. Should COVID-19 protocols need to be reinitiated in the future this agreement would be reinstated with the opportunity to update and modify it to meet the needs at that time.

ONA’s Stance on Governor Brown’s Reopening Hospitals for Non-Urgent Procedures

The main office of ONA has issued the following statement regarding Governor Brown’s recent guidance allowing hospitals to resume non-urgent procedures:

“ONA understands the COVID-19 pandemic has disrupted our daily lives and our communities have been impacted by the governor’s suspension of elective procedures. Our members do not take this suspension lightly and are acutely aware of how distressing this has been. The resumption of non-urgent cases will have negative consequences on the supply of personal protective equipment (PPE) in Oregon.

Governor Brown’s plan to resume non-urgent procedures does not do enough to protect frontline healthcare workers. It allows facilities to engage in the dangerous PPE conservation practices that should be reserved only for times of crisis. It is dangerous to reuse single use PPE. It is dangerous to extend the use of single use PPE. There is not enough science to support reprocessing single use PPE.

Governor Brown’s order allowing facilities to resume elective surgeries lacks the specificity and oversight to protect our members. ONA believes that it is unethical to resume non-urgent procedures while allowing institutions to engage in dangerous PPE conservation practices. Governor Brown and OHA must stipulate that facilities may not resume non-urgent procedures if the facility is engaged in reuse, extended use, or reprocessing of PPE.”
PeaceHealth COVID 19 MOU

Background:

PeaceHealth Sacred Heart Medical Center “The Medical Center” and the Oregon Nurses Association “The Association”, on behalf of the collective bargaining agreements at Peace Health Peace Harbor Medical Center, Sacred Heart Medical Center at Riverbend and University District, and Sacred Heart Home Care Services recognizes our shared mutual interest in assuring the health and safety of patients, clients, families, staff and the community. Nurses and other healthcare workers are on the frontlines in the delivery of essential health services to patients in need.

The decisions of all parties should be guided by the Center for Disease Control and Prevention (CDC), the World Health Organization (WHO), Oregon Health Authority (OHA), and other public health agencies. As a result, the parties wish to work together to take reasonable steps to protect patients, clients, families, and staff from unnecessary exposure to COVID 19.

1. General:

I. The Medical Center commits to adhere to expert guidelines on COVID-19 virus related to the health and safety of patients, clients, families, and staff.

II. COVID-19 Updates: The Medical Center shall meet with the SHMC, SHHCS, and PHMC Executive committees on a bi-weekly basis to review updates related to COVID-19. When necessary, as determined by the Medical Center, the meeting may be postponed, rescheduled, or canceled based on COVID-19 related emergencies.

III. Employee Data: The Medical Center will provide the Association with the number of nurses or healthcare workers who have been exposed as well as the number placed in paid leave.

IV. Personal protective equipment (PPE) Use: should be used when appropriate as determined by the CDC, WHO, and OHA. The Medical Center commits to providing all employees with updates regarding PPE and usage of masks. Personal masks maybe used in accordance with the PeaceHealth guidelines.

2. Isolation, Quarantine and Leave Time.

I. Non-work-related Quarantine. A nurse who has been instructed to quarantine for a designated period of time by their provider for a non-work related exposure shall have access to use the COVID-sick bank or PTO as determined by the COVID-sick time bank policy and FAQ and the paid time off policy.

II. Work Related Quarantine/Contracted Illness. A nurse or healthcare worker who the Medical Center does not permit to work due to a work related exposure to COVID-19 shall be placed in paid leave status in accordance with PeaceHealth’s Novel Coronavirus (COVID-19) Employee Health FAQs with no loss of pay or accrued time off until the Medical Center permits the employee to return to work.

a. The Medical Center will provide all nurses or healthcare workers who have been exposed to COVID-19 with notice as soon as possible. The notice will include: the date of exposure, assessment of exposure risk and the Medical Center’s decision on whether to permit the nurse or healthcare worker to work or placed on paid leave.

Alternative time off due to COVID-19. Nurses may receive time off due to COVID-19 related issues as determined by PeaceHealth based on the Medical Center’s current policies including employee health, COVID-sick bank, Oregon paid sick leave, leaves of absence and paid time off policies.

This includes a nurse or healthcare worker, who is unable to work due to being part of the CDC’s at-risk group, who may request an accommodation. If a workplace accommodation cannot be granted, the employee may be granted a leave of absence and have access to accrued time off benefits.

3. Staffing:

I. PeaceHealth has reviewed the Oregon Crisis Care Guidance. This is the foundation of our crisis staffing plans and scope of service. The Staffing
Committees have, or should, receive information about these plans and documents.

II. Staff low censused from other non-essential services and/or units may have the opportunity to pick up hours in the labor pool.
   a. The Low Census process outlined in article 14 of the contract will continue to apply.

I. A nurse who agrees to be floated to a designated COVID-19 unit may be asked to work the shift length required in the unit to which they are floating. However, caregivers will continue to be paid in accordance with the contract. In addition, the float terms of the collective bargaining agreement will remain in effect.

4. Competencies
   I. Nurses will be expected to attend trainings to prepare for COVID-19 protocols.

II. The Medical Center will make every effort to ensure nurses receive the necessary training and orientation for their assignments prior to starting a shift. Under their licensure, nurses should speak up when they believe they are not competent to care for the patient assignment have been given. Nurses assigned to supplemental assistance roles will not be considered to have a patient care assignment and their assignment will be designated as supporting a team of nurses.

III. Nurses will be expected to maintain certifications or licenses in accordance with the accrediting bodies’ requirements. When the accrediting body posts an update to renewal requirements, the Medical Center will work to update credential and licensure profiles for each caregiver appropriately, in the Medical Center’s Human Resource system.

IV. Education Funds and Hours: Remaining education funds and a predetermined number of hours, as listed below:
   a. SHMC – ONA Education funds and 2,000 hours will be carried over up to nine months to allow for nurses to participate in canceled conferences, classes, and certification programs. The PNCC and the Medical Center shall determine an equitable process for reissuing funds and hours that are being rolled over.

   b. SHHCS – ONA Education funds and 200 hours will be carried over up to nine months to allow for nurses to participate in canceled conferences, classes, and certification programs. The PNCC and the Medical Center shall determine an equitable process for reissuing funds and hours that are being rolled over.

   c. PHH – ONA Education funds have been fully used. Nurses who believe they have not utilized their full education hours shall have access to utilize their remaining education hours following a review of their recorded hours for FY20. Nurses will have nine months to utilize their education hours.

   d. Education hours and funds outlined in this section shall become unavailable either, (1) once they have been used, (2) an alternate agreement occurs between the parties, or (3) effective 3/31/2021; whichever occurs first.

5. Childcare:
   I. The Medical Center shall continue to provide information about childcare resources available to nurses, within the community. These updates shall be included in the daily notices. In addition, the Medical Center shall ensure that nurses are informed of their right, under current Oregon Bureau of Labor and Industries rulemaking, to access Oregon Family Medical Leave in order to care for a child or children who are home due to the closure of schools as ordered by the governor.

6. Investigations and Grievances:
   I. Investigations. The Medical Center will consider whether any situation arising during this time needs to be investigated in the moment or if it can be postponed. This determination will occur at the sole discretion of the Medical Center. If the Medical Center determines a situation needs to be investigated, but the situation can wait, it shall
notify the Association and include the general nature of investigation.

There are specific issues that need to be investigated which may include, but are not limited to, inappropriate patient interactions (patient harm, disrespectful communication, etc.), substance free workplace, discrimination, harassment, bullying/incivility, workplace violence, or behavior classified by the organization as inappropriate or unprofessional. When a meeting needs to occur, the Medical Center shall notify the Association and include the general nature of the investigation.

I. Grievances. Grievances shall be filed by the Association or nurses in accordance with article 7. Grievances may be sent directly to the HR Partner, if known, or to the Human Resource Distribution List - DLPHOHumanResources@peacehealth.org. In the subject of the email, the request shall indicate if the grievance may be placed in abeyance and the date or duration of request.

Human Resources will review the grievance and respond to the request. If the parties mutually agree, the date the abeyance ends will constitute the date in which the timelines begin and the normal proceedings of such grievances will occur starting with the appropriate level meeting. Current grievances may have their timeline put on hold until June 1, 2020, as mutually agreeable to both parties on an individual basis. Extensions to any of these timelines may be granted by mutual agreement.

7. Duration:

I. The term of this agreement is for the duration of the state of disaster or August 31, 2020, whichever occurs first. The agreement may be extended, by mutual agreement, should the state of disaster last longer than August 31, 2020. To extend the agreement the parties shall meet to discuss and determine a mutually agreeable expiration date.

Oregon nurses and frontline health care workers are risking their lives everyday to save patients during the COVID-19 pandemic. Yet, far too many of our hospitals and facilities are not protecting us.

For more than a month, frontline Oregon health care workers and their unions have fought 24/7 for the minimum of COVID-19 protections. However, the vast majority of hospitals, clinics, and health care facilities in Oregon have refused to agree to emergency COVID-19 protections for health care workers. After our courageous health care workers helped flatten the curve to delay Oregon’s surge, it is critical that employers treat their workers with the respect and dignity they deserve and do everything in their power to protect nurses, first responders and all essential workers.

That’s why we’re asking Governor Kate Brown to insist that health care employers come to the table with their workers and get COVID-19 protections in place before the lives of Oregon health care providers are lost.

Sign the petition to urge Governor Brown to intervene in this extraordinary public health and workers’ rights emergency. We need every employer to help protect all nurses! Stand with all frontline health care workers in Oregon.

Click here to sign the petition or visit www.OregonRN.org/Petition
Congressman Peter DeFazio Virtual Call
May 6 at 12:30 p.m.

Start National Nurses Week strong by talking to your Congressman about what you are experiencing on the front lines during this global pandemic.

After passage of the CARES Act in Washington DC, Congressman DeFazio continues to advocate for appropriate resources to address the COVID-19 crisis. He invites you to join him in expressing gratitude for health care workers and to share what you are experiencing on the frontlines of this pandemic.

This information is invaluable to helping him advocate for nurses and patients as Congress continues its negotiations of corona virus response bills in the coming weeks and months.

Join us for the ONA Virtual call on COVID-19 with Congressman Peter DeFazio on Wednesday, May 6 from 12:30 – 1:30 p.m.

RSVP to Catie at Theisen@oregonrn.org to receive the call in details and instructions.

Completing the Staffing Request & Documentation Form (SRDF) During the COVID-19 State of Emergency

SRDFs & COVID-19

Many processes within hospitals have changed since COVID-19 came to Oregon. With the current State of Emergency, it is not required that the hospital follow staffing plans or the Oregon Hospital Nurse Staffing Law.

However, it continues to be crucial to collect staffing data from within our facilities. The SRDF collects many data points in addition to whether the staffing plan has been followed, and we encourage all members to continue filling out SRDFs when an unsafely staffed shift occurs or patient care is impacted.

To make filling out an SRDF as accessible as possible, the online form is mobile compatible, and a computer is not required to fill it out.

The information gathered in SRDFs allows ONA to track staffing data and provide information to hospital wide staffing committees. It also provides valuable information to labor representatives about how specific units are staffed, and can be used to assist with OHA complaints.

HOW TO FILL OUT THE SRDF

If you work a shift with insufficient nurse staffing, you should complete the following steps:

1. Notify someone in the chain of command;
2. Ask for additional staff;
3. Ask for a response in a reasonable period of time, (e.g., minutes, hours) and;
4. Complete the SRDF as detailed below.

The nurse should complete the SRDF at the end of the shift or as soon as is possible. The SRDF can be found online at OregonRN.org/SRDF. This version is web and mobile compatible.

A PDF copy is automatically emailed to the nurse and to ONA, and it is the nurse’s responsibility to forward a copy of the completed form to the nurse manager, PNCC chair, and staffing co-chair. The SRDF should be completed even if the problem is corrected quickly.

Questions about the SRDF process?

Email SRDF@OregonRN.org