PeaceHealth COVID 19
Memorandum of Understanding

Background:

The Oregon PeaceHealth Sacred Heart Medical Center network “The Medical Center” and the Oregon Nurses Association “The Association”, on behalf of the collective bargaining agreements at Peace Harbor Medical Center, Sacred Heart Medical Center at Riverbend and University District, and Sacred Heart Home Care Services, recognizes our shared 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 (CDC), the World Health Organization (WHO), the 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. The meeting may be postponed, rescheduled, or canceled based on COVID related emergencies or by mutual agreement.

III. Employee Data: The Medical Center will provide the Association with the number of nurses or healthcare workers who have been exposed, the units they worked in (including units they temporarily worked in), the potential number of people they have exposed, as well as the number of nurses out on leave for COVID related symptoms. If more than 5 positive cases are reported in 14 days, then the Medical Center will notify ONA immediately.

IV. Personal Protective Equipment (PPE): At SHMC and Peace Harbor PPE committees will be formed and maintained in accordance with state guidance to monitor supply chains, report to the state and educate on up to date PPE protocols. At UD, this will be handled by Safety Committee.

   a. The Medical Center commits to providing all nurses, as appropriate, with updates regarding the status of PPE supplies, and their correct usage.

V. Meals and Breaks: Meals and Breaks will be provided in accordance with Unit Staffing Plans. In addition, sufficient additional space will be allocated for meals and breaks to allow social distancing. An additional five minutes may be added to each meal and-break period based on the distance a nurse will need to travel to reach a designated break area and taking into account if the nurse needs to don and doff PPE.

VI. COVID Sick Bank – All employees have access to a one-time allotment of hours into COVID-19 sick time bank, up to 80 hours through March 31, 2021. This amount is pro-rated based on FTE.
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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. Caregivers may access their COVID Sick Bank if they have COVID symptoms or if they have a COVID positive family member.

II. Quarantine related to non-work-related travel. As defined in COVID-19 Travel Policy 5319.1.119: In the event that a nurse was adversely affected by the implementation of the Travel policy between August 2020 through September 30, 2020, a nurse may utilize their one-time allotment of COVID Sick Bank hours for the days required to quarantine by Employee Health. A nurse required to quarantine by Employee Health may access their one-time allotment of COVID Sick Bank hours through March 31, 2021. Thereafter, any nurse required to quarantine by Employee Health will need to comply with the provisions set forth in Policy 5319.1.119

a. Work Related Quarantine/Contracted Illness. A nurse covered by the PHSHMC CBA who the Medical Center does not permit to work due to a work related exposure to COVID 19 shall be placed on paid leave in accordance with Article 15.4 of the SHMC-ONA collective bargain agreement and will suffer no loss of pay, up to fourteen days. Notice. 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 potential exposure, assessment of exposure risk, and the Medical Center’s decision on whether to permit the nurse or healthcare worker to work or to be placed on paid leave in accordance with article 15.4 of the SHMC-ONA Collective Bargaining Agreement

b. Alternative Time Off due to COVID. Nurses may receive time off due to COVID 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:

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.

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

b. If the Labor Pool is re-established, at the sole discretion of the Medical Center, staff who are low censused will have the option to float to the labor pool and, if the labor pool needs to low census, if will be done in reverse seniority order. Per-Diems will have priority over Travelers.

II. A nurse who is floated to a designated COVID 19 unit may be asked to work the shift length required in the unit to which they are floating. The nurse may volunteer to work that shift length or may indicate that they are unable to work the requested shift length if different from their normal shift length. 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.

III. 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. Any exceptions to the 4-month notification outlined in Appendix E must follow the guidelines in Appendix E.4, unless requirements by state or federal law dictate shorter timeframes.

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, including but not limited to donning and doffing. 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. Circumstances outside of the control of the nurse will be considered prior to any disciplinary actions for failing to maintain certifications.

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
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Labor and Industries rulemaking, to apply for 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. If childcare is not a viable option that allows the nurse to work their regularly scheduled shift, the hospital will post a Per-Diem position at the nurse’s request in accordance with the contract.

6. Investigations and Grievances:

Investigatory and grievance meetings will occur in accordance with the contract. Stewards may access the facility to attend these meetings as needed. Non-employee representatives will need to attend meetings virtually or notice the Human Resources department and follow the procedures outlined for visitors.

7. Duration:

The term of this Agreement will begin on the date of the last signature below and end on the date the Employer’s COVID-19 crisis response is terminated or May 15th, 2021, whichever occurs first. This Agreement may be reopened, extended or terminated upon mutual agreement from both parties, at any time.

OREGON NURSES ASSOCIATION

PEACEHEALTH OREGON

By:  

By:  

Date: 2/23/2021  

Date: 3/31/2021