COVID-19 MOU Highlights

Memorandum of Understanding regarding COVID-19 issues through April 30, 2020 completed.

Our Oregon Nurses Association (ONA) negotiation team met with administration for a final session on Tuesday, April 14, 2020 and reached an agreement for temporary contract changes due to the COVID-19 crisis and State of Emergency mandates.

These are highlights of the MOU:

1. All provisions are retro-active to March 15, 2020 and effective through April 30, 2020.

2. Asante has created an Infection Prevention Administrative Pay (IPAP) practice in lieu of nurses’ use of paid time off banks, in which Asante will pay nurses at their hourly rate (including appropriate differentials) for leaves of absence related to travel restrictions, lack of child care, testing for COVID-19 or positive COVID-19 results and qualified Oregon Family Leave of Absences (OFLA) or meets the criteria for high risk as identified by the Centers for Disease Control and Prevention (CDC).

3. Absences related to COVID-19 will be exempt from the progressive discipline process as outlined in the contract.

4. Flexible Code 3 employees may be eligible for IPAP and/or Oregon Paid Time Off (OPTO) up to the maximum allowed by the policy.

5. The cap on earned time off (ETO) accrual has been suspended although the maximum per pay period has remained the same. When the State of Emergency is officially declared over, every attempt will be made to allow nurses to take time off. After three pay periods, any remaining ETO accrual over the maximum of 1.5 times the annual accrual rate will be paid out along with two pay periods of additional accrued ETO time.

6. Any nurse who meets the CDC criteria for high risk may request a work accommodation through Asante’s defined process through employee health and human resources. The accommodation process will consider potential re-assignments including answering the COVID-19 call line, or other work that does not require direct patient contact. If a workplace accommodation cannot be granted, the employee will be granted a leave as an accommodation and paid Employer Sponsored Disability Plan (ESDP) with no waiting period, followed by IPAP if ESDP bank is exhausted.

7. The intent of this agreement is to first provide work to every bargaining unit nurse during the COVID-19 crisis. When work outside of their primary department is offered, but the nurse chooses not to take that assignment, then they would be required to use ETO or go

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unpaid. For nurses for whom no work is available and therefore would be on "Mandatory Call Off" (MCO), IPAP will be provided instead of requiring ETO use.

8. Provisions of Article 8.1 regarding MCO standby order will be maintained.
   A. Volunteers from the shift and work unit.
   B. Agency and traveler nurses.
   C. Probationary nurses (all status codes).
   D. Other Code 3 nurses in the following order:
      • Temporary (Code 3T) and On Call (Code 3O)
      • Bid (Code 3B)
   E. Regular status, full-time (Code 1) and part-time (Code 2) RNs by inverse seniority.

9. Agreement that nothing in the agreement is intended to prevent employees from accessing other state benefits for which they may qualify, including but not limited to unemployment compensation insurance, paid family and medical leave, or workers compensation. Employer will not contest unemployment claims for any employee who suffers a loss of work as a result of COVID-19, as long as any offer of an appropriate work assignment as determined by nursing management has been accepted by the nurse.

10. Agreement to suspend timelines for filing grievances until declared end of State of Emergency, with exception that if grievance is related to discipline the Association may maintain contractual timelines.

11. Agreement that any meetings including union representation may be held electronically.

12. Asante will provide options for emergency child care due to school closures and will provide access to Care.com which offers discounts for background checked in home caregivers. Nurses who are unable to obtain childcare after exhausting all resources will be entitled to IPAP upon approval through LOA process.

13. Staffing and floating language criteria which allows staff schedules to be modified with reasonable notice. Such modifications will not be implemented for normal scheduling holes not related to the COVID-19 crisis. It is further agreed that all ONA nurses will be given scheduling priority over all other Asante facility or temporary agency nurses.

14. Agreement that Asante will follow OHA and CDC guidance on PPE.

15. Clarified the process for what to do when you believe the use and access to PPE does not follow CDC and OHA guidelines.


17. Extension of timeline for certification, credential renewal to 120 days from end of State of Emergency.


19. In the event employer utilizes a specific unit/facility or enters into an agreement to utilize a non-employer owned facility exclusively for COVID suspected/diagnosed patients, employer will solicit volunteers to staff that unit or facility. Employer will provide at a minimum the following:
   A. Private room hotel/motel accommodations near the facility;
   B. Regular pay including appropriate differentials for all hours actually worked on the unit;
   C. Meal delivery to be arranged by employer;
   D. Nurses shall be assigned to said units for specific days, and shall receive COVID-19 testing prior to end of tour of duty and shall be allowed to reside for any post-assignment period at the nurses’ discretion per housing and accommodations section below; and
   E. Any additional benefits that the employer believes will assist the employee in these circumstances.

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20. It is agreed that a nurse who is treating COVID-19 positive patients may request lodging away from their families in order to minimize possible exposure of the family members or other persons who live with the nurse to the disease and for any nurse who acquires COVID-19 during the course of this pandemic, but does not require hospitalization, Asante will provide at a minimum:

A. Lodging in the form of at least a bedroom in one of the Asante-owned facilities such as the Cheney family house or a hotel/motel if Asante facilities are full.

B. Food or vouchers for food for the time they are not working and staying in the lodging facilities amounting to three meals per day.

C. Other benefits provided to all Asante employees in the same circumstances.


All other contractual provisions remain intact. To review the complete MOU, Click Here.

Why Didn’t We Get Crisis Pay in Our MOU?

We heard from nurses that they felt it was important to receive some recognition for the increased stress and risk related to working in this unprecedented situation which includes frequently changing guidance about PPE use, and risk of harm to self and/or family.

While our negotiation team did make a proposal for additional compensation in addition to the many securities we were able to secure in the agreement, the hospital ultimately declined to support additional compensation for those working at this time.

They clarified that their decision was based on the lack of “surge” so far and the recognition that the many agreements in the signed MOU benefit all nurses at this time. The current MOU is valid through April 30, 2020.

Our negotiation team will meet with leaders again to discuss any potential changes to the agreement based on need and the length of the State of Emergency status.

ONA Facebook Live

Join ONA Facebook Live with ONA labor representatives Ateusa Salemi, RN and Courtney Niebel for an open question and answer forum.

Friday, April 17 at 6:30 p.m.
Find the event on ONA’s official Facebook page Click Here or go to: www.Facebook.com/OregonNursesAssociation
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

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