PeaceHealth COVID 19
Memorandum of Understanding

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 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 (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 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. 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
PeaceHealth COVID 19 Memorandum of Understanding

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.

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:**

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.

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.

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:
PeaceHealth COVID 19
Memorandum of Understanding

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 274 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.

5 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.

II. 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
PeaceHealth COVID 19
Memorandum of Understanding

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.

6. 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 ASSOCIATION

PEACEHEALTH SACRED HEART
MEDICAL CENTER

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