

LETTER OF AGREEMENT

Bay Area Hospital & Oregon Nurses Association COVID 19

Whereas, Bay Area Hospital (hereafter referred to as the Employer) and the Oregon Nurses Association (hereafter referred to as the Union) share a mutual interest in assuring the health and safety of patients, clients, families, staff and the community.

Whereas, nurses and other healthcare workers are on the front lines in the delivery of essential health services to patients in need.

Whereas, the parties wish to work together to take reasonable steps to protect patients, clients, families and staff from unnecessary exposure to communicable diseases including COVID-19.

Whereas, the parties share a mutual interest in supporting nurses who have been or may have been exposed to COVID-19.

Therefore, the parties agree to the following:

Exposure Precautions:

All bargaining unit nurses (hereinafter “nurse(s)”) working in positions with a high likelihood of contact with the COVID-19 virus will be prioritized for personal protective equipment (PPE). This includes appropriate masks, gowns and gloves for routine patient care and Powered Air Purifying Respirators (PAPRs), half-mask or full-facepiece elastomeric respirators, N95 facemasks, gloves, gowns, and facial shields and/or goggles against aerosol transmission of the COVID-19 virus during procedures that may aerosolize virus particles. It is acknowledged that PPE supply chains will impact availability and Employer will make every effort to source them.

Nurses shall be allowed to use their own FDA approved PPE if the only available employer provided PPE is less safe, based upon rating, fit testing or other criteria. If no mask is provided, an employee may use a non-FDA approved mask if there is no mask alternative. No nurse shall be disciplined for using PPE that is compliant with this paragraph.

Exposure Quarantine, Leave Borrowing:

A nurse who may be quarantined because of contracting the coronavirus or being asked to quarantine by a Physician or Employee Health can use Extended Sick Leave (ESL) immediately to help cover these leaves. Understanding that nurses may not have enough PTO or ESL to cover the normal 2 weeks of quarantine, nurses are allowed up to 40 hours of PTO to be borrowed from future accruals. You can only borrow up to 40 hours within the two-week quarantine period. You may also borrow less than 40 hours if you wish to do so. For non-benefitted employees, you can use Oregon Sick Leave during the quarantined period.

Vulnerable Employees:

A nurse who has concerns due to being part of the CDC’s at-risk group or has a family member in their residence in those categories can complete a Request for Reasonable Accommodation through Employee Health. Such requests are reviewed on a weekly basis by the Reasonable Accommodation Request Review Team. The team will consider the reason for the request and whether a reasonable accommodation can be made

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Voluntary Furlough:

The Employer will offer an unpaid voluntary furlough of up to sixty (60) days in length. Volunteers will be permitted a furlough based on the staffing needs of the hospital. Should an excess of qualified, competent and appropriately skilled nurses request a furlough the Employer will award based on seniority with the most senior permitted the furlough first. During the furlough period, employees will have the option of utilizing PTO or taking the furlough unpaid. All employee benefits will continue at the same coverage as prior to being furloughed and the employee portion of premiums will be paid by the Employer. Nurses on furlough will be permitted to work for another employer provided such employment does not violate Employer policies and restrict the employee from returning from leave when requested. If a layoff were to occur, any nurse on voluntary furlough will be determined as if they were in an active status. Nurses shall retain and accrue seniority and maintain employment and bargaining unit status while on furlough. Nurses on furlough will not be required to be on-call for the Employer. Should patient volumes increase in the home department prior to the end of an agreed-upon furlough, the Employer may require that a nurse return to work from furlough. A nurse who is asked to return to work has 72 hours to report. Failure to return to work at the end of the agreed-upon furlough, without securing permission to continue on leave from the Hospital, may result in disciplinary action. Nurses who do not return to work at the end of a furlough are responsible for repaying the portion of benefit premiums paid on their behalf during the furlough period. Any nurse who volunteers and is granted a furlough will be returned to their former position at the conclusion unless a layoff process has eliminated their former position in which case, they will be permitted all rights afforded to them in the existing collective bargaining agreement regarding layoff.

Staff Reassignment:

A nurse from a unit that has been temporarily closed due to low patient volumes as a result of the state-imposed moratorium on elective surgeries may be reassigned to the Float Pool during the temporary closure, if they have the required skills and abilities. All nurses reassigned to the Float Pool temporarily will be scheduled for twelve (12) hour shifts. Nurses who have been temporarily reassigned to the Float Pool will be returned to their position as soon as patient volumes return to normal or when the state of emergency has been lifted, whichever occurs first.

During this state of emergency, the Union grants the Employer the right to deploy staff as needed within the Hospital. For the purpose of this response to COVID-19 the Employer may modify work schedules and assignments as needed with reasonable notice. Before receiving a patient care assignment, the nurse must be oriented and appropriately trained. Any provisions within the collective bargaining agreement restricting reassignment are suspended during the terms of this agreement.

Notice & Communication:

The Employer will provide all nurses who have been exposed, including treating a patient who was not confirmed but is later confirmed to have COVID-19, with written notice by Employee Health within twenty-four (24) hours of known exposure. The written notice will include: the date of exposure, assessment of exposure risk and Employer decision on whether to permit the nurse to work or be placed on paid leave.

No less than weekly, the Employer will provide the Union with the number of its represented nurses or who have been exposed and the leave status of the employee.

The employer and union agree to have weekly teleconferences between union leadership (including ONA labor representative), CNO or designee and Human Resources to discuss operational changes relating to emergency response. These conferences shall occur every _____ Wednesday at _____ 12 p.m. and shall last no longer than one hour, unless mutually agreed otherwise. The purpose of this meeting shall be for the employer to give updates re COVID-19 response by employer, for the union to provide information about practice and labor

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concerns relating to COVID -19 and for the parties to problem solve relating to emergency issues.

Non-Exclusive Benefits:

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

Temporary Moratorium of Discipline for Unscheduled Absences:

The Employer agrees to the following exceptions to Attendance Policy HR_8001 during the life of this Agreement:

- Missed shifts due to mandatory COVID-19 quarantine will not count as an occurrence.
- Missed shifts due to being infected or having possible symptom of the coronavirus as determined by Employee Health will not count as an occurrence.
- All other requirement under the Attendance Policy will remain in effect.
- Employees missing work because of COVID-19 must contact their manager prior to every scheduled shift.
- Occurrences due to factors other than COVID-19 will count towards attendance.
- These changes are only temporary and will be reviewed on a weekly basis.
- There will be no exceptions made to our Punctuality/Tardiness Policy HR_8002.

Teleconference Attendance for All Union Related Meetings:

The parties agree that to ensure social distancing, for any meeting in which a union representative may attend, including disciplinary investigations, the union representative may do so via teleconference. In such circumstances, the employee subject to investigation shall also have the right to be in attendance via teleconference.

Unsafe Assignment:

The union and employer recognize the critical lack of Personal Protective Equipment (PPE) and the resulting variation from historic best practices that have been allowed by Oregon Health Authority and CDC. However, caregiver safety is of paramount importance to ensure continued delivery of patient care to the greatest number of patients. Therefore, any nurse who believes that the PPE and other precautions that are being provided are not in compliance with OHA guidelines shall follow the following chain of command:

- 1) All nurses should be familiar with current OHA guidelines relating to PPE and COVID-19 precautions,
- 2) Before taking an assignment, the nurse should determine whether adequate PPE is available for the patient being assigned. If the patient is a diagnosed COVID-19 patient or person under investigation (PUI) and the nurses believe that the assignment is unsafe to themselves because of lack of PPE, based on OHA guidelines, the nurse should identify the issue with their charge nurse.
- 3) If charge nurse cannot correct the issue, and the nurse wishes to decline the assignment, then they should do so by identifying the deficiency to the nurse's supervisor by reference to OHA guidelines.
- 4) If they are ordered to accept the assignment by a supervisor, and the nurse again wishes to decline, the nurse should identify the non-compliance with OHA guidelines to the CNO or their designee at the following phone number (541) 269-8034 and submit an SRDF form to the Union and employer.
- 5) If the CNO/designee still directs the nurse to accept the assignment, and the nurse refuses, the nurse shall be placed on leave. No nurse who in good faith refuses a patient assignment based upon non-compliance with OHA PPE guidelines shall be disciplined.

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Credentials and Certificate:

In light of the National and State Declarations of Emergency, the employer shall not require renewal of credentials or certificates for any nurse as a condition of employment during the term of this emergency including ACLS and BLS. Any nurse who has had the certificate or credential lapse during the terms of this emergency shall have 60 days from the end of the declaration to renew that credential or certificate. RN License renewal will follow the guidelines of the Oregon State Board of Nursing.

Potential Leave Restoration:

Should the employer get back to pre-COVID-19 financial operating performance, employer is willing to discuss different methods of compensating employees who were impacted by reduction in hours caused by COVID-19.

Termination:

This agreement will remain in effect unless either party serves written notice of its intent to modify or terminate the agreement. Such notice shall be given no less than 14 days prior to the termination of said agreement.

For Employer:



For the Union:

Courtney Mickel

Date: May 11, 2020

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