MEMORANDUM OF AGREEMENT

The Oregon Nurses Association and Columbia Memorial Hospital hereby enter into the following Memorandum of Agreement in response to ongoing health concerns presented by the COVID-19 virus.

PRINCIPLES:

A. The parties share a mutual interest in assuring the health and safety of patients, clients, families, staff and the community.

B. Nurses and other healthcare workers are on the front lines in the delivery of essential health services to patients in need.

C. The decisions of all parties should be guided by the Center for Disease Control and other public health agencies.

D. 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.

AGREEMENT:

1. Patient/Nurse Safety- & Exposure Precautions

   I. Triage Area/Drive Through COVID-19 Testing and Exam: Employer has committed to creating and staffing an outdoor triage area & drive through testing/examination station with hand washing station. Testing will include rule out tests.

      a. The station will be open 7 days a week from 0700-1900

      b. The employer shall absorb the cost of tests/exams for ONA Represented Employees.

      c. Employer shall ensure adequate staffing for the testing station.

      d. Assigned staff will be provided appropriate training, PPE, and orientation prior to their shift.

   II. Personal Protective Equipment: All Nurses working in the positions with a high likelihood of contact with the Covid-19 virus will be prioritized for PPE against aerosol transmission of the COVID-19 virus, including Powered Air Purifying Respirators (PAPRs), half-mask or full-facepiece elastomeric respirators, N95 facemasks, gloves, gowns, and facial shields and/or goggles. The hospital will follow an All-Masks-On policy for the whole facility, home health, and connected facilities to protect the safety and well-fair of our ONA members, fellow staff, and patients. The employer will issue appropriate eye protection to all members and/or allow members to wear their own eye protection brought from home. It is acknowledged that PPE supply chains will impact availability and Employer will make every effort to source them.
III. **Daily Screenings:** Any and all health screenings or other additional requirements to enter the building/facility or begin work tasks shall be conducted on paid time.

IV. **Showers:** Nurses shall be given access to showers in their unit before leaving work.

2. **Exposure Quarantine:**

   A bargaining unit member (hereinafter “member”) who the Employer does not permit to work due to exposure to COVID-19 disease shall be placed in paid leave status during any required quarantine period. Paid leave status may be a combination of Workers Compensation and employer paid administration leave. The combination of which will ensure the employee will experience no loss of pay or accrued time off until such time as the Employer permits the employee to return to work.

3. **Fourteen Day COVID-19 Infection Leave:**

   A member who self-quarantines based upon COVID-19 consistent symptoms for themselves shall have access to a fourteen-day emergency leave. In order to access this leave, the member should report the need to Human Resources. At which time, the employee shall have the equivalent of two weeks (80 hours) of earned leave (EL) deposited in their EL account. During the quarantine period described in both situations above, the healthcare worker is required to participate in the Employer’s monitoring process and shall return to work if satisfied.

4. **Earned Leave Accrual**

   The employer shall deposit 120 hours of Earned Leave into all nurses EL accounts effective retroactively to March 1, 2020 that nurses shall be allowed to use retroactively for work missed from March 1st forward. This earned leave deposit is in recognition of risk posed to nurses as a result of workplace exposure and the likely need for use of this leave as a result of the nurses work in providing critical care.

5. **Future Leave Borrowing**

   Any member who exhausts total accrued leave, including emergency leave provided above, for any reason related to the COVID emergency, shall have the right to continue on leave and borrow from future accruals. The employer shall automatically borrow from those future accruals until such time as the total borrowed leave exceeds the amount expected to accrue in one-year of continued employment.

6. **Vulnerable Employees:**

   A member who is unable to work due to being part of an at-risk group (older than 60, pregnant, or with an underlying medical condition) or has a family member in their residence in those categories, may request an accommodation to their direct supervisor which may include assignment to telemedicine. If a workplace accommodation cannot be granted, the employee will be granted a leave of absence and have access to accrued time off benefits. If
employee’s paid time off accruals exhaust during the leave, Employer will work on a case by case basis with the employee to ensure appropriate continuation of medical benefits until the employee is able to return to work.

7. **Non-Furlough of Nurses:**

No member shall be furloughed or subject to low census as a result of the closure or reduced patient census caused by State or Federal orders in hospital units, including any order related to cessation of non-elective, urgent, surgeries. Any member already placed on mandatory or voluntary lay off due to Covid 19 shall retroactively be given the option to be placed on Leave with Pay (LWP) status from the time of their Layoff with all back wages provided. All members shall continue to receive full compensation while placed on Leave With Pay (LWP) status. Relief and Intermittent nurses shall be compensated based on their average hours worked over the previous 12 months (or an average based on as many months as they have had Relief or Intermittent status, if that is less than 12 months).

8. **Extended Voluntary Dock Status:**

The Employer will offer an unpaid extended voluntary dock status of up to thirty (30) days in length to line up with monthly schedule deadlines of the 10th of the month. Volunteers will be permitted this status based on the staffing needs of the hospital. Should an excess of qualified, competent and appropriately skilled nurses request this status the Employer will award based on seniority with the most senior permitted this status first. Nurses shall not accrue hours towards the dock cap in Article 24, Section 4 of the Collective Bargaining Agreement (CBA). Dock time will count towards nurses’ benefits, Earned Leave hours and seniority as described in the CBA. During the extended voluntary dock status period, employees will have the option of utilizing Earned Leave or taking the dock unpaid. All employee benefits will continue at the same coverage as prior to volunteering. Nurse will not be considered on dock standby or on-call status under Article 35 of the CBA, and will not be entitled to any “call-back” premium under either Article 35, Section 1(F) of Section 2(F). Nurses with this status, shall also not be eligible for unscheduled shift premium under Article 30 Section 5 of the CBA upon returning to work. Nurses on extended dock 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 extended voluntary dock will be determined as if they were in an active status. Nurses shall retain and accrue seniority, Earned Leave accruals, benefits, and maintain employment and bargaining unit status while on extended dock. Nurses on voluntary extended dock 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 extended voluntary dock, the Employer may require that a nurse return to work from dock. A nurse who is asked to return to work has 48 hours to report. Failure to return to work at the end of the agreed-upon extended dock, without securing permission to continue on leave from the Hospital, may result in disciplinary action. Any nurse who volunteers and is granted an extended dock 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.

9. **Surge Differentials**
The employer will provide a Staffing Surge Differential of double normal wages for all members working during a shift that goes above the patient load in the normal staffing matrix as included in staffing plans from March 2020. The employer will provide an Extra Duties Surge Differential of 1.5X that of normal wages for all members working during a shift in which extra duties have been assigned due to the short staffing or due to extra PPE and Covid protocols.

10. Notice and Communication:

The Employer will provide all nurses or healthcare workers who have been exposed, including treating a patient who was not confirmed, but is later confirmed to have COVID-19, with written notice within eight (8) 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 or healthcare worker 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 healthcare workers who have been exposed and the leave status of the employee.

No less than weekly, the Employer will provide to all staff the current quantities of each PPE item and projection for running out of that item.

11. Monitoring Task Force:

The employer and union agree to have weekly teleconferences between union leadership (including ONA labor representative), CNO and Human Resources to discuss operational changes relating to emergency response. ONA members shall receive paid time for these meetings. These conferences shall occur every Wednesday at 3 p.m. and shall last no longer than 60 minutes, 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 concerns relating to COVID-19 and for the parties to problem solve relating to emergency issues.

12. 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.

13. Temporary Moratorium of Discipline for Sick Time or LWOP

The employer will not use any absences from work due to illness for coronavirus or flu-like symptoms that present like coronavirus symptoms, for the period March 1, 2020 through at least June 30, 2020 or a date mutually determined, to support any occurrences, disciplinary action, nor any Letter of Expectation. Further, during this period, the employer suspends the
required medical verification for use of sick leave, as outlined in the collective bargaining agreement.

14. Grievance Timeline Tolling:
For purposes of calculating “days” under this agreement for grievance filing and processing, a day shall not include the period of time during the state of emergency. However, for purposes of a grievance challenging discipline of a member, the Association may waive this clause by specifically referencing this agreement and waiver of this tolling provision in communication to the employer. Where the Association has waived this tolling period, the contractual grievance processing timelines shall control and commence from the day following notice of waiver.

15. 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.

16. Reimbursement for Child Care [alter to provide approval for hardship funds for parents of kids with special needs or other unique childcare hardships, not based on financial need, but on increased costs]
The employer shall provide reimbursement from the hospital’s hardship fund for costs associated with childcare/services for parents with children with special needs or other unique childcare hardships. These reimbursements shall not be based on overall financial need, but on increased and unexpected costs associated with closures and cancellation of schools, childcare programs, and special needs services due to Covid 19 where other free or discounted services are not appropriate and/or available. Nurses who are unable to obtain childcare shall be entitled to leave as provided under BOLI temporary rules applicable to non-acute health care employers.

17. Staff Reassignment
The Union grants the Employer’s, during this state of emergency, right to redeploy staff as needed within the Hospital and potentially to other employer facilities. For the purpose of this response to COVID-19 the Employer may modify work schedules and assignments as needed with only reasonable notice. Reassignments and changes to schedules must not be done for arbitrary or capricious reasons. Before receiving a patient care assignment, the nurse must be oriented and receive appropriate training. For reassignment outside of the facility, the nurse must agree to that reassignment. Any provisions within the collective bargaining agreement restricting reassignment are suspended during the terms of this agreement. When a nurse is reassigned outside their home unit, they shall not displace a nurse in their own home unit through scheduling or docking.
18. 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_____________________ 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.

19. Credentials and Certificate [OSBN License];

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, license 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.

20. COVID Specific External Facility Staffing

In the event the employer enters into an agreement to utilize a non-employer owned facility exclusively for COVID suspected/diagnosed patients (separate field hospital, etc.), employer will solicit volunteers to staff that unit or facility. Employer will provide at a minimum the following:

1. Private Room Hotel/Motel Accommodations Near the Facility;
2. Straight-Time pay for all hours the nurse is assigned to work in the unit and double time for all hours actually worked on the unit;
3. Per Diem of $60 per day for meal delivery to be arranged by employer;
4. In home childcare and assistance with daily activities, groceries, sundry purchasing;
5. Nurses shall be assigned to said units for specific days and shall receive COVID testing prior to end of tour of duty and shall be allowed to reside for any post-assignment period at the nurses’ discretion;
6. Nurses shall have access to hospital issued scrubs laundered by the employer;
7. Any additional benefits that the employer believes will assist the employee in these circumstances;
8. Waiver of any caps on earned leave accumulation for all paid hours assigned to the separate facility;

21. 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.

________________________________________  
DATED this ___ day of April, 2020.

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ONA  ______________________________________
Employer