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.

AGREEMENT:

**Personal Protective Equipment:** All Nurses working in positions with a high likelihood of contact with the Covid-19 virus, along with the other essential clinical staff working in such positions, will be prioritized for PPE against aerosolized transmission of the COVID-19 virus per CDC/OHA guidelines and hospital policy. PPE includes Powered Air Purifying Respirators (PAPRs), N95 facemasks, gloves, gowns, and facial shields and/or goggles. The hospital may obtain other types of respirators if unable to supply PPE as indicated in guidance by OHA and the CDC. The hospital will continue its current masks on policy while indicated for the current pandemic.

**Daily Screenings:** All health screenings or other additional requirements to enter the building/facility or begin work tasks shall be conducted on paid time. Employees will be expected to arrive at the hospital or other care site on time and clock in prior to being screened. Employees will then be expected to report immediately after being screened to their department to begin the shift.

**Showers:** Nurses will be allowed to shower in their department before leaving work unless it interferes with patient care being provided. Showering prior to leaving the workplace will be voluntary and therefore unpaid.

**Exposure Quarantine:**
A bargaining unit member determined by the Employer as being exposed to COVID-19 disease in the workplace 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 the Employer permits the employee to return to work.

**Requests not to Participate in Care of COVID-19 Patients:**
A member requesting accommodations to not care for COVID-19 positive patients, must go through the appropriate process. The hospital will determine if it can accommodate the request, in accordance with hospital policy.

**In Person Updates to ONA Members:**
The hospital will agree to provide a forum for CMH nurses to meet with a member of Administration on a weekly basis throughout the remainder of the COVID-19 pandemic. These meetings will occur on Wednesdays at 3 pm as a virtual meeting and will last no more than 30 minutes unless otherwise mutually agreed. The purpose of the meeting will be for the hospital to provide an update on current state of the COVID-19 pandemic at the hospital and in the
community and to answer questions from the nurses. The ONA representative will not be included in these meetings as no bargaining will occur during them. Attendance at these sessions will be voluntary and therefore unpaid.

**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.

**Staff Reassignment:**

The Union acknowledges the Employer’s right to redeploy staff as needed within the Hospital and potentially to other employer facilities, during this state of emergency. 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 will not be for arbitrary or capricious reasons. Before receiving a patient care assignment, the nurse must be oriented and receive appropriate training. Any provisions within the collective bargaining agreement restricting schedule changes or reassignment are suspended during the term 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.

**Complaint Procedure:**

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 process:

1. All nurses should be familiar with current OHA guidelines relating to PPE and COVID-19 precautions.
2. If the patient is a diagnosed COVID-19 patient or person under investigation (PUI) and the nurse believes the assignment is unsafe to themselves because of lack of PPE based on OHA guidelines, the nurse should contact the charge nurse.
3. If the charge nurse agrees with the issue but cannot resolve it, and the nurse wishes to decline the assignment, the Charge Nurse will contact the department manager and identify the deficiency referencing current OHA guidelines.
4. If the department manager also agrees with the issue but cannot resolve it, he/she will contact the Chief Nursing Officer to decide on the best solution for the patient and the nurse. No nurse will be disciplined for refusing a patient assignment in good faith, based on non-compliance with OHA current PPE guidelines.

**Certifications:**
Any nurse who has not had the opportunity to attend a certification/recertification course for a required certification during the COVID-19 pandemic will be allowed a 60-day extension from the certification’s expiration date to complete the course. If the pandemic continues beyond the 60 days, the hospital will reassess the length of the allowed extension using the certifying body’s guidance on further extensions. A nurse will not be granted an extension on renewing his/her RN licensure except as approved by the Oregon State Board of Nursing.

**Termination:**

This agreement will remain in effect until May 31, 2020, unless either party serves seven (7) days’ written notice of its intent to modify or terminate the agreement. The parties may mutually agree, in writing, to extend this agreement.