MEMORANDUM OF AGREEMENT

The Oregon Nurses Association and McKenzie-Willamette Medical Center hereby enter into the following Memorandum of Agreement in response to ongoing health concerns presented by the COVID-19 virus. The parties share a mutual interest in assuring the health and safety of patients, clients, families, staff and the community. Nurses and other healthcare workers are on the front lines in the delivery of essential health services to patients in need.

1. Exposure Quarantine:

   A bargaining unit member (hereinafter “member”) who the Medical Center 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 member shall experience no loss of pay or earned leave until such time as the Medical Center permits the member to return to work.

2. COVID-19 Infection Leave

   The Medical Center shall deposit eighty (80) hours of earned leave into all members earned leave accounts no later than July 1, 2020. 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.

3. Future Leave Borrowing

   Any member who exhausts total earned leave, including infection leave provided above, for any reason related to the COVID emergency, shall have the right to continue on leave and borrow from future accruals of earned leave. The Medical Center 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.

4. Leave provisions effective March 23, 2020

   Paragraphs #1, #2, and #3 above shall be applied retroactively to March 23, 2020. By August 1, 2020, the Medical Center shall pay and provide all benefits to qualified nurses as described below, provided the nurse notifies the Medical Center by July 1, 2020 of their eligibility for the provisions below.

5. Non-Exclusive Benefits:

   Nothing in the agreement is intended to prevent members 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. The Medical Center shall not contest unemployment claims for any member who suffers a loss of work as a result of COVID-19.
6. Unsafe Assignment

The Association and the Medical Center recognize caregiver safety is of paramount importance to ensure continued delivery of patient care. Any nurse who believes that the PPE and other precautions are non-compliant with manufacturer’s specifications shall use the following chain of command:

1) All nurses should be familiar with 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 and the nurse believes that the assignment is unsafe to themselves because of lack of PPE, based on well-established evidence, the nurse should identify the issue with their charge nurse.
3) If the charge nurse cannot correct the issue, and the nurse wishes to decline the assignment, then the nurse should do so by identifying the deficiency to the nurse’s supervisor.
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 to the chief nursing officer (CNO) or their designee at the following phone number __________________________ and submit an SRDF form to the appropriate people.
5) If the CNO or 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 of PPE or other precautions shall be disciplined.

7. Personal Protective Equipment

All members working in positions with a likelihood of contact with the COVID-19 virus shall be provided adequate 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. All PPE shall be used according to manufacturer’s specifications.

8. Protected concerted action

The Association recognizes the Medical Center’s responsibility to ensure patient information is not released inappropriately. The Medical Center recognizes members have a right to report concerns about health and safety to third parties, including regulators, media, etc. and shall not face reprisal or discipline. Further, all members have a right to speak out on matters relating to their terms and conditions of employment, including their own and coworker’s health, safety, wages, etc. The Medical Center shall notify employees of the retraction of any policy or statement that tends to create a climate that limits these rights.
9. **Contract still in force**

The Medical Center affirms that our existing collective bargaining agreement is fully and completely in effect. The Medical Center will instruct all managers to retract and refrain from any comments that our collective bargaining agreement is in abeyance, suspended, shelved or set aside during the COVID-19 pandemic.

10. **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 thirty (30) days prior to the termination of said agreement.

__________________________________

DATED this ___ day of June, 2020.

__________________________________  
ONA