LETTER OF AGREEMENT

Mercy Medical Center & Oregon Nurses Association
COVID 19

Whereas, Mercy Medical Center (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.

Whereas, the parties recognize decisions should be guided by the Center for Disease Control and/or Oregon Health Authority and other local public health agencies.

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 patients testing positive with the COVID-19 virus will be prioritized for the appropriate 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 consistent with CDC and/or OHA guidelines if the only available employer provided PPE is less safe, based upon rating or fit testing. If the Employer is unable to provide an appropriate mask, an employee may use a non-FDA approved mask. No nurse shall be disciplined for using PPE that is compliant with this paragraph.

**Exposure Quarantine:**
A nurse who the Employer does not permit to work due to a work related exposure to COVID-19 disease shall be placed on paid admin leave for up to fourteen (14) days of any required quarantine period. If the nurse is out longer than 14 days, they will have access to their available time off banks (EIB and/or PTO), employer paid short term disability (STD) or workers’ compensation benefits. The combination of which will ensure the nurse will experience no loss of pay or accrued time off until such time as the nurse tests negative for COVID-19 and the Employer permits the nurse to return to work.

A nurse who is quarantined for a non-work exposure will be allowed to access Extended Illness Bank (EIB)/Paid Time Off (PTO) banks with no waiting period. The STD benefit will be available and nurses will be able to utilize their EIB and/or PTO for compensation during the mandatory waiting period for STD. If the nurse goes into arrears by forty (40) hours of PTO during first 14 days off, they may access emergency paid admin leave for the
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remainder of the 14 day period.

During a quarantine period, the nurse is required to participate in the Employer’s monitoring process. If criteria is met to return the employee to work in accordance with CDC guidelines, and the employee refuses to return to work, the pay guidance noted in this section will no longer apply.

A nurse who requests time off for personal illness, including mental health, related to the COVID-19 pandemic, may have access to EIB without a waiting period or a physician’s certificate through June 30, 2020.

Future Leave Borrowing:
Any nurse who exhausts their accrued PTO for any time off related to the COVID-19 pandemic, shall have the right to go into arrears for up to forty (40) hours.

Vulnerable Employees:
A nurse who is unable to work due to being part of the CDC's at-risk group (older than 60 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 and Human Resources (HR) which may include assignment to the labor pool. Labor pool assignments could include employee and/or patient screening station, phone triage, or assignment to non-COVID 19 patient care. If a workplace accommodation cannot be granted, the nurse will be granted a leave of absence and have access to accrued time off benefits. If nurses’ paid time off accruals exhaust during the leave, Employer will work on a case by case basis with the nurse to ensure appropriate continuation of medical benefits until the employee is able to return to work.

Accommodation requests should be made as soon as possible. A nurse requesting accommodation should make the request at least 72 hours prior to the start of a shift.

Voluntary Furlough:
The Employer may 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 provided that the remaining staff have the appropriate skill mix for safe patient care. 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. Employees who do not access PTO and take the furlough unpaid, will have the employee portion of Medical/Dental/Vision premiums paid by the Employer for every full pay period the nurse is furloughed. 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 to work 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 furlough 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.
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**Staff Reassignment:**
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 of 72 hours. Before receiving a patient care assignment, the nurse must be oriented and appropriately trained. This effectively suspends the following sections of the existing Collective Bargaining Agreement during the term of this Letter of Agreement: Article 8.6, 8.8, 8.17. All other provisions of the Collective Bargaining Agreement remain in-tact and enforceable unless expressly altered herein.

**Notice & Communication:**
The Employer will initiate contact with all nurses who have been exposed, including treating a patient who was not confirmed but is later confirmed to have COVID-19 within twenty-four (24) hours of confirming the exposure. Immediately after initial contact has been made with the nurse, a written notice will be sent to the nurse including 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 who have confirmed exposures at work to COVID-19 as well as the number placed in a leave status.

The employer and union agree to have regular 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 week, or be schedule as close to weekly as possible, 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 regarding 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.

**Non-Exclusive Benefits:**
Nothing in the agreement is intended to prevent nurses 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 nurse who suffers a loss of work as a result of COVID-19.

**Temporary Moratorium of Discipline for Unscheduled Absences:**
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 or disciplinary action. Further, during this period, the employer suspends the required medical verification for use of sick leave, per current guidance by the Oregon Department of Labor.

**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
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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 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 541-580-0062 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.

If the Employer is unable to provide proper PPE, nurses may be allowed to use PPE that they purchased themselves, including disposable surgical masks, N95’s, P100’s, respirators, goggles, coveralls, cloth mask covers and face shields. No nurse utilizing their own PPE due to a shortage of hospital provided PPE will be disciplined.

Credentials and Certificate:
In light of the National and State Declarations of Emergency, the employer will follow the guidance from the appropriate certifying body regarding renewal of required credentials or certificates for any nurse during the term of this emergency including but not limited to ACLS, PALS, TNCC, and BLS. 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, the employer is willing to discuss the possibility of different methods of compensating employees who were impacted by reduction in hours caused by COVID-19.

Termination:
This agreement will remain in effect through June 27, 2020 unless either party serves written notice of its intent to modify or terminate the agreement no less than 14 days prior to the termination of said agreement.

For Employer:  

[Signature]  
Date: 5/12/2020

For the Union:  

[Signature]  
Date: May 7, 2020