Memorandum of Understanding

COVID 19

The Oregon Nurses Association (hereafter “Association”) and the Employer (hereafter “Employer”) hereby enter into the following Memorandum of Agreement in response to ongoing health concerns presented by the COVID-19 virus.

Background:

The Employer and the Association recognize our shared interest in maintaining safe, high quality care to patients while mitigating potential exposure and illnesses to nursing staff from the COVID-19 Virus. As a result, both parties are entering into an agreement that will maximize patient/community safety, address increased patient demands, and reduce the prospect of unnecessary transfer of the virus.

Section 1 Patient/Nurse Safety & Exposure Precautions

I. Screening and Drive Through Testing: The Employer has created a drive through screening and testing for COVID 19, wherein Association Represented Employees are screened based on evidence-based criteria and, if meet criteria for testing, tested for COVID-19. The screening and testing program will be available Monday-Friday. The Employer shall absorb the cost of screening and, if selected for testing, tests for Association Represented Employees.

II. Notice and Communication: The Employer will provide all Association Represented Employees who have cared for a patient who was not confirmed but is later confirmed to have COVID-19 with written notice as soon as reasonably possible. The written notice will include: the date of exposure.

III. COVID 19/Pandemic Monitoring Task Force: The Employer will establish a task force that includes 4 Association representatives, the Employer’s Chief Nursing Executive or designee and 3 other Employer representatives. The task force will meet regularly to assess the most current COVID-19 information, policies and procedures, and to raise substantiated issues regarding transparency, protection of patients and staff, individual liberty, and stewardship of resources. Thereafter, the task force may make agreed recommendations to the EOC to take appropriate actions to safeguard patients and staff.

IV. Monitoring Task Force’s Functions: The Monitoring Task Force shall include the following functions:

a. Meetings: Meetings will be scheduled as mutually agreed by the AURN President or designee and the Chief Nursing Executive or designee and shall be of a duration to share bi-directional information, input, and feedback.

b. Scope: The task force shall monitor safety related to COVID 19, review and assess policies/protocols and safety equipment/resources, address staffing concerns, and to issue dual communications to Association represented RNs and Nurse Practitioners.
V. **Personal Protective Equipment (PPE):** OHSU make every effort to ensure that appropriate PPE under the circumstances will be readily accessible, available, and provided to all nurses to maintain maximum safety for nurses and patients.

VI. **Quarantine, & Leave Time:** Due to the increased risk of infection and transmission that Association members take on by working in healthcare, the parties commit to encouraging sick employees to stay home from work. If nurses have fever or respiratory symptoms, they should follow the Illness Among OHSU Healthcare Workforce Members Policy.

   a. **Quarantine:** Association represented employees who the employer quarantines due to potential COVID-19 exposures (i.e., no symptoms and awaiting test results), shall receive paid administrative leave until they are cleared to return to work.

   b. **Illness:** If a nurse becomes ill due to a workplace exposure of a potential case of COVID-19, then they may apply for workers’ compensation benefits. Nurses may also apply for the OHSU COVID-19 Hardship Fund.

   c. **High Risk Employees:** An Association Represented Employee who has a health condition that the member believes would endanger the member if the member were to work their normal rotation, the member should follow OHSU’s process and Guidance for High Risk Employees.

   d. **Moratorium on Discipline for Unscheduled Absences:** The Employer will not use any unscheduled absences from work due to illness for coronavirus or flu-like symptoms that present like coronavirus symptoms, for the period from March 1, 2020 through the duration of this agreement, to support any occurrences or disciplinary action. Further, during this period, the Employer reserves the right to require medical verification for use of sick leave, as outlined in the collective bargaining agreement. The employer will be judicious in these requirements in an effort to decrease exposure and use of clinics.

   e. **Moratorium on Maximum Annual Vacation Accrued:** If an employee is needed for the response to the coronavirus or treatment of COVID-19, and as a result would exceed contractual limits on vacation accrual, the limits to vacation accrual will be waived. To make administration of this simple, OHSU will review the balances of all nurses who are in active work status and working from March 25 through the duration of this agreement. Those who reach 340 hours of vacation accruals during that time will have accrued vacation hours beyond 340 added to the hold bank referenced in CBA Article 11.4. The ceiling for the hold bank referenced in CBA article 11.4 will increase from 70 hours to 124 hours for the one (1) year period after the duration of this MOU. Vacation accruals from this period shall remain in the hold bank and be available to use for up to one (1) year after the end of this agreement. Within six (6) months after the end of this agreement (or longer if required to comply with IRS rules regarding constructive receipt), employees can
cash out up to 100 hours from the hold bank in accordance with IRS rules regarding constructive receipt, in addition to what they can already cash out per the CBA. Any remaining hours at the end of one (1) year will be moved from the hold bank into the regular vacation bank. Any hours over the vacation bank cap will be lost.

**f. Additional Sick Leave Benefits:** ONA Represented employees shall receive up to an additional one hundred and twelve (112) hours of sick leave (pro-rated by FTE) if they (1) have a contagious illness or symptoms of a contagious illness or (2) are scheduled to work and are at higher risk for serious illness if exposed, and there is no work available through a temporary work adjustment or reasonable accommodation. Up to 80 of the 112 hours (both pro-rated by FTE) may be used prior to the employee exhausting their accrued sick leave, with the remainder of the 112 hours (pro-rated by FTE) used to offset negative sick leave accruals.

### Section 2 Staffing and Shift Pick Up/Incentives

The Employer and Association recognize the need for adequate personnel to maintain patient care and to mitigate risks associated with the spread of COVID-19. The following commitments will enhance our ability to ensure patient safety related to staffing and filling of vacant shifts during COVID-19 outbreak.

**I. Staffing Levels:** The Employer will consider patients diagnosed with COVID-19 virus in a nurse’s department when making patient care assignments for that department.

**II. ED Staffing/Prescreening:** The Employer commits to taking prescreening precautions and to the extent possible, maintaining nurse staffing levels to support emergency departments which are the entry point for patients into OHSU.

**III. Schedule Vacancies:** Through the duration of this agreement, the Employer will attempt to fill schedule vacancy through first utilizing the incentives in the parties’ Collective Bargaining Agreement (e.g., voluntary oncall, CNI, voluntary mandatory overtime). In the event of an emergency where these incentives do not fulfill staffing needs, the Association will commit to meet and bargain as soon as possible any new incentives the Employer wishes to propose.

**Staff Redeployment.** Association acknowledges the Employer’s right to redeploy staff as needed as operational need indicates. For the purpose of this response to COVID-19 the Employer may modify work schedules and assignments as needed with only reasonable notice. Nurses may be redeployed to units, departments, and/or functions other than their current unit, department, or function that they are deemed qualified to perform. Employees who are curtailed or cancelled and receiving leave with pay are expected to be
available to work by their next scheduled shift, but may volunteer to come in sooner and are encouraged to do so.

V. Non-bargaining unit nurses. Nurses not represented by Association may perform work traditionally performed by Association-represented nurses for the duration of this Agreement, as long as such non-bargaining unit nurses do not replace or cause the curtailment/cancellation of bargaining unit nurses. Posted shift vacancies that have not been filled by bargaining unit nurses within 24 hours of the shift start time may then be offered to non-bargaining unit nurses. Immediate shift needs shall be offered first to bargaining unit nurses before soliciting others.

Section 3: Education: During the term of this MOA, the Employer’s travel restriction on all business-related travel shall be honored; and therefore, any travel-related funding from the Staff Development Fund shall be on hold. Requests for virtual courses/conferences, and/or other educational purchases shall continue to be processed. Nurses will be reimbursed for any out-of-pocket funds incurred for education which the nurse cannot attend pursuant to the Employer’s policy. Nurses will be allowed an additional 60 days beyond the traditional deadline of June 1, 2020 to apply for educational funds available in the current fiscal year, should processing of requests be delayed due to modified operations. The original date of application shall be considered valid in calculation of pre-tax status in payment of the request.

Section 4: Childcare. Any Association represented employee facing a hardship related to child care shall be eligible to apply for the OHSU hardship fund under the rules established for that fund, to help offset any child care expenses. All claims shall be processed as expeditiously as reasonably possible to prevent impediment of the employee’s ability to return to work.

Section 5: Grievance Timeline All of the grievance timelines under the parties’ Collective Bargaining Agreement shall be extended by 14 days during the duration of this agreement.

Section 6: Union Meetings The parties agree that to ensure social distancing, for any meeting in which a Association representative may attend, including disciplinary investigations, the Association 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.

Section 7: 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, for example 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.

Section 8: Moratorium on Transfers There shall be a moratorium on Transfers under Articles 19.6-19.10 for the duration of this Agreement.
**Section 9: Duration of Agreement**  The Employer and Association are committed to the following agreement through June 30, 2020, and will communicate by June 15 to discuss whether this MOA shall remain in effect beyond June 30, 2020. Section 1(VI)(e) will remain in effect for up to one year after the sunsetting of the rest of this agreement. For the duration of this agreement the Association wishes to maintain open communication as previously agreed to problem solve as issues arise.