

Interim Memorandum of Understanding
Re: COVID-19 Temporary Pay Coverage

Providence Milwaukie Hospital (“the Hospital”) and Oregon Nurses Association (“the Union”) are parties to a collective bargaining agreement (“Agreement”) which expires May 31, 2022.

It is hereby agreed by and between the parties that a public health crisis has created a very special circumstance affecting the operations of the Hospital. As such, the parties agree that temporary modification must be made to the working conditions of our caregivers, some of which may conflict with the language of our Agreement.

In order to ensure the Hospital is staffed in a manner that keeps caregivers, patients and our community safe, the Parties agree to the following:

- The Hospital will make 80-hours of Paid Emergency Time Off available for benefits-eligible caregivers that will remain in place for use by or before May 31, 2020;
- Benefits-eligible caregivers who have either already utilized all of their PTO/EIT/grandfathered vacation/sick leave (hereafter “accruals”), or have not been employed long enough to have accrued enough to cover a long-term illness, may use, through May 31, 2020, up to 80 hours of Paid Emergency Time Off to be utilized to cover additional time off necessary for recovery from the illness or injury;
- Benefits-eligible caregivers who have either already utilized all of their accruals, or have not been employed long enough to have accrued enough to cover their own COVID-19 illness or self-exclusion, may use, through May 31, 2020, up to 80 hours of Paid Emergency Time Off to be utilized for their own COVID-19 related illness and recovery (ministry specific rules regarding time off apply) or self-exclusion. After all paid time is exhausted for these caregivers, if there is a need for continuing leave and the caregiver does not have access to Providence-provided short-term disability benefits, Providence Milwaukie Hospital will provide caregivers with income replacement in an amount equal to 65% of pay until they can return to work;
- Benefits-eligible caregiver who are not ill, but cannot work for a variety of other reasons related to the COVID outbreak (ministry specific rules regarding time off apply), for example, daycare or eldercare needs, may use accruals, should the caregiver have this time in his or her bank. The caregiver may also use their Paid Emergency Time Off to supplement this time, through May 31, 2020.
- If a part-time or full-time caregiver works in a department which has been shut down due to the COVID-19 crisis, and that caregiver cannot do their job from home, the Hospital is committed to paying paid administrative leave from the date of this Agreement until April 30, 2020, when we cannot redeploy the caregiver during that time; provided that the caregiver stays available to work for us and with appropriate training and orientation as determined by the Hospital, can be reassigned to another department or role for purposes of this COVID-19 emergency. The Hospital will prioritize redeployment within the facility, but may reassign to other facilities or remote work (e.g., telehealth/home monitoring) that offer opportunities to utilize the skills and

experience of the nurse to meet the needs created by the COVID-19 emergency. This paid administrative leave may be extended for additional periods of time at the sole discretion by the Employer.

- For a caregiver working extra shifts (part time caregivers) and overtime (full time caregivers), the Hospital will consider additional incentive and/or extra shift pay, as necessary, beyond incentive pay or extra shift bonuses already provided for in the collective bargaining agreement.
- The parties recognize that this is a unique, fast-developing situation, and commit to ongoing dialogue around these issues. Specifically, the Hospital and ONA agree to discuss, on or before May 15, 2020, the usage of the additional PTO/EIB hours specified herein and to discuss the possibility of adding additional hours or extending the period in which the hours specified above may be used.

This agreement shall be effective upon signature and shall continue through May 31, 2020, with the option to extend upon mutual agreement should the declared State of Emergency (local or state) continue, or the public health guidance remain the same.

Signed and effective this _____ day of March, 2020

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Lisa Donoho
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Lisa Donoho, ONA

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Elizabeth Lagler, CHRO