

MEMORANDUM OF AGREEMENT

The Oregon Nurses Association and Providence Newberg Medical Center hereby enter into the following Memorandum of Agreement in response to ongoing health concerns presented by the COVID-19 virus.

PRINCIPLES:

1. The parties share a mutual interest in assuring the health and safety of patients, clients, families, staff and the community.
2. Nurses and other healthcare workers are on the front lines in the delivery of essential health services to patients in need.
3. The decisions of all parties should be guided by the Oregon Health Authority, Center for Disease Control and other public health agencies.
4. The parties wish to work together to take steps to protect patients, clients, families and staff from unnecessary exposure to communicable diseases including COVID-19.

AGREEMENT:

1. Patient/Nurse Safety-& Exposure Precautions

- I. Drive Through COVID-19 Testing and Exam: Employer has committed to creating and staffing a drive through testing/examination station separated from the main hospital. Testing will include rule out tests.
 - a. The station will be open 7 days a week from 0700-1900
 - b. The employer shall absorb the cost of tests/exams for ONA Represented Employees.
 - c. Employer shall ensure adequate staffing for the testing stations.
 - d. Assigned staff will be provided appropriate training, and orientation prior to their shift.
 - e. Compensation will equal double their rate of pay.
- II. Personal Protective Equipment: All Nurses working in the positions with a high likelihood of contact with the Covid-19 virus will be prioritized for PPE. This includes appropriate masks, gowns and gloves for routine patient care. Controlled Air Purifying Respirators (CAPRs), 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.

2. Exposure Quarantine:

A bargaining unit member (hereinafter "member") who the Employer 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 employee will experience no loss of pay or accrued time off until such time as the Employer permits the employee to return to work.

3. Fourteen Day COVID-19 Infection Leave:

A member who self-quarantines based upon COVID-19 consistent symptoms for themselves shall have access to a fourteen-day emergency leave. In order to access this leave, the member should report the need to [employee health]. At which time, the employee shall have the equivalent of two weeks (80 hours) of PTO deposited in their PTO account. During the quarantine period described in both situations above, the healthcare worker is required to participate in the Employer's monitoring process and shall return to work if satisfied.

4. PTO Accrual

The employer shall deposit 160 hours of PTO leave into all nurses PTO accounts no later than April 1, 2020. This PTO 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.

5. Future Leave Borrowing

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

6. Vulnerable Employees:

A member 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 which may include assignment to telemedicine. If a workplace accommodation cannot be granted, the employee will be granted a leave of absence and have access to accrued time off benefits. If employee's paid time off accruals exhaust during the leave, Employer will work on a case by case basis with the employee to ensure appropriate continuation of medical benefits until the employee is able to return to work.

7. Non-Furlough of Nurses:

No member shall be furloughed or subject to low census as a result of the closure or reduced patient census caused by State or Federal orders in hospital units, including any order related to cessation of non-elective, urgent, surgeries.

8. Notice and Communication:

The Employer will provide all nurses or healthcare workers who have been exposed, including treating a patient who was not confirmed but is later confirmed to have COVID-19, with written notice within eight (8) hours of known exposure. The written notice will include: the date of exposure, assessment of exposure risk and Employer decision on whether to permit the nurse or healthcare worker to work or placed on paid leave.

No less than weekly, the Employer will provide the Union with the number of its represented nurses or healthcare workers who have been exposed and the leave status of the employee.

The employer and union agree to have twice weekly teleconferences between union leadership (including ONA labor representative), CNO and Human Resources to discuss operational changes relating to emergency response. These conferences shall occur every _____ at _____ a.m. and shall last no longer than 45 minutes, unless mutually agreed otherwise. The purpose of this meeting shall be for the employer to give updates re 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.

9. Non-Exclusive Benefits:

Nothing in the agreement is intended to prevent employees 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 employee who suffers a loss of work as a result of COVID-19.

10. Temporary Moratorium of Discipline for Sick Time or LWOP

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, disciplinary action, nor any Letter of Expectation. Further, during this period, the employer suspends the require medical verification for use of sick leave, as outlined in the collective bargaining agreement.

11. Grievance Timeline Tolling:

For purposes of calculating "days" under this agreement for grievance filing and processing, a day shall not include the period of time during the state of emergency. However, for purposes of a grievance challenging discipline of a member, or in other contract interpretation matters, the Association may waive this clause by specifically referencing this agreement and waiver of this tolling provision in communication to the employer. Where the Association has waived this tolling period, the contractual grievance processing timelines shall control and commence from the day following notice of waiver.

12. 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.

13. Reimbursement for Child Care

The employer shall provide reimbursement in any amount no greater than \$200/per day, for any nurse who has to arrange childcare as a result of school closures, including care provided at no cost to the nurse, unless employer provides that childcare. To utilize this reimbursement, the employee should submit notice of need for childcare to _____ and that reimbursement will be made through the payroll system no later than 90 days following submission of the request for reimbursement. No additional proof of eligibility shall be required other than the member's attestation. Nurses who are unable to obtain childcare shall be entitled to leave as provided under BOLI temporary rules applicable to non-acute health care employers.

14. Staff Reassignment

The Union grants the Employer's, during this state of emergency, right to redeploy staff as needed within the Hospital and potentially to other employer facilities. For the purpose of this response to COVID-19 the Employer may modify work schedules and assignments as needed with reasonable notice. Before receiving a patient care assignment, the nurse must be oriented and appropriately trained. For reassignment outside of the facility, the nurse must agree to that reassignment. Any provisions within the collective bargaining agreement restricting reassignment are suspended during the terms of this agreement.

15. 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 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 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 _____ 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.

16. Credentials and Certificate (OSBN License):

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 including ACLS and BLS. Any nurse who has had the certificate, license 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.

17. COVID Specific Unit/Facility Staffing

In the event employer utilizes a specific unit/facility or enters into an agreement to utilize a non-employer owned facility exclusively for COVID suspected/diagnosed patients, employer will solicit volunteers to staff that unit or facility. Employer will provide at a minimum the following:

1. Private Room Hotel/Motel Accommodations Near the facility;
2. Straight-Time pay for all hours the nurse is assigned to work in the unit and double time for all hours actually worked on the unit;
3. Per Diem of ____ for meal delivery to be arranged by employer;
4. In home childcare and assistance with daily activities, groceries, sundry purchasing.
5. Nurses shall be assigned to said units for specific days, no less than _____ and shall receive COVID testing prior to end of tour of duty and shall be allowed to reside for any post-assignment period at the nurses' discretion.
6. Any additional benefits that the employer believes will assist the employee in these circumstances.
7. Waiver of any caps on PTO accumulation for all paid hours assigned to a COVID Unit.

18. Employee Supplied Masking/PPE

Nurses shall be allowed to use their own FDA approved PPE if the only available employer provided PPE is less safe, based upon rating (non-N-95), fit testing or other criteria. If no mask is provided, an employee may use a non-FDA approved mask if there is no mask alternative. No nurse shall be disciplined for using PPE that is compliant with this paragraph.

19. Aggravated Risk Compensation (ARC)

In recognition of the significantly increased risk posed to nurses' health and safety posed by the COVID-19 virus, employer agrees to credit one shift equivalent of PTO for each shift worked for any assignment to a unit that regularly treats COVID diagnosed patients. This ARC PTO shall be applied retroactively to March 12, 2020. Employee shall have the option of cash-out of that PTO upon the expiration of this agreement. In addition, any nurse assigned to COVID treating units shall receive

- a.** Private Room Hotel/Motel Accommodations Near the Facility;
- b.** Coverage of out of pocket medical costs relating to COVID-19 treatment;
- c.** Testing priority as provided in Section 1 of this MOU.

20. 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 14 days prior to the termination of said agreement.

DATED this ____ day of March 2020.

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