MEMORANDUM OF AGREEMENT

The Oregon Nurses Association (ONA) and Asante Rogue Regional Medical Center (Asante) hereby enter into the following Memorandum of Agreement in response to ongoing health concerns presented by the COVID-19 virus.

PRINCIPLES:

A. The parties share a mutual interest in assuring the health and safety of patients, clients, families, staff and the community.
B. Nurses and other healthcare workers are on the front lines in the delivery of essential health services to patients in need.
C. The decisions of all parties should be guided by the Center for Disease Control and other public health agencies.
D. The parties wish to work together to take reasonable steps to protect patients, clients, families and staff from unnecessary exposure to communicable diseases including CODIV-19.
E. The parties to this Agreement believe that all nurses and other health care workers should be vaccinated against COVID-19 because vaccination is a key method of protecting health care workers from COVID-19 and helping to prevent the spread of COVID-19 among patients and the public.

AGREEMENT:

Effective December 5, 2021, Asante and the ONA are allowing temporary changes to the following contract specific items and policies as they relate to the declared state of emergency due to the COVID-19 pandemic. These temporary revisions will be in place until March 26, 2022 unless extended by mutual agreement of both parties. The parties agree to the following CBA revisions and other agreements:

1. Changes to articles 9: Earned Time Off and 11: Employer Sponsored Disability Plan and 16.4: Discipline

It is agreed to waive the requirements found in these sections for use of ETO or ESDP for COVID-19 related absences. While the temporary revisions are in place, Asante has established an Infection Prevention Administrative Pay in lieu of using nurses’ paid time off banks, in which Asante will pay nurses at their hourly rate as defined in the CBA, (including appropriate differentials), for leaves of absence related to testing for COVID-19 or positive COVID-19 results as a result of a presumed and/or confirmed workplace exposure, and adverse reactions to the COVID-19 vaccine.

During the term of this agreement, a nurse who is absent for COVID-19 related reasons, as defined by applicable law or Executive Order, may elect to use ETO, including extended ETO, in accordance with Asante policy, which provides as follows: “Employees on an approved OFLA/FMLA absence may elect to utilize their ETO at a rate below their budgeted hours in order to extend availability of ETO throughout their absence.”.

RN's that have exhausted all available leave banks may apply for the ONA Infectious Disease fund or the Asante Employee Relief Fund.
Additionally, approved absences related to COVID-19 will be exempt from the progressive disciplinary process as outlined in the contract. Flexible (Code 3) nurses may be eligible for Infection Prevention Administration Pay and/or Oregon Paid Time Off (OPTO) up to the maximum allowed by Asante policy.

Disciplinary actions for issues that are not egregious in nature or related to a historical pattern of behavior will be considered as Coaching sessions during the effective dates of this MOU. The Hospital will acknowledge that during this time of crisis nurses are providing the best, and safest care possible based on the patient assignments demanded by the hospital.

2. **Changes to article 9.3.D: Additional ETO Accruals and ETO Policy**

   It is agreed to provide an exemption to the ETO maximum accrual rates. The cap on the maximum accrual rate has been lifted. When the state of emergency is officially declared over, every attempt will be made to allow nurses to take time off. The maximum ETO accrual rates will go back into effect July 30, 2022. Remaining ETO accrual over the max of 1.5 times the annual accrual rate will be paid out along with 2 pay periods of additional time.

3. **PPE:**

   All Nurses working in the positions with a high likelihood of contact with the COVID-19 virus (swabbing stations, emergency department, birth center (admitting units), units caring for PUI and designated COVID units and home health) or at the request of a nurse will be prioritized for PPE and that use of N-95 or higher levels of protection (e.g. Controlled or Powered Air Purifying Respirators (CAPR’s or PAPRs) etc.), will be used. In the event a nurse exercises the opt-out option provided under and State or Federal rule or law to decline vaccination, the nurse may be required as a condition of employment to wear an N-95 mask and a new N-95 mask must be provided daily for that nurse.

4. **Non-Exclusive Benefits:**

   It is agreed that 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, as long as any offer of an appropriate work assignment as determined by nursing management has been accepted by the nurse.

5. **Grievance Timeline Tolling:**

   It is agreed that 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, 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.

6. **Teleconference Attendance for All Union Related Meetings**
It is agreed 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.

7. **Staff Reassignment/Changes to article 7: Work Assignment and Floating**

The parties agree that it is possible that non-ONA nurses from other Asante Departments, or Asante Corporate departments or Asante Physician Partner clinics or temporary agencies may be floated to ARRMC for short-term assignment. The ONA agrees that such nurses will not be subject to the terms of the CBA, and that the ONA will not file a grievance or other claim relating to such assignments during the term of this agreement. It is further agreed that all ONA nurses will be given scheduling priority over all other ARRMC, Asante Corporate or APP or temporary agency nurses.

8. **Unsafe Assignment/Personal Protective Equipment (PPE):**

All Nurses working in the positions with a high likelihood of contact with the COVID-19 virus (swabbing stations, emergency department, birth center (admitting units), units caring for PUI and designated COVID units and home health) or at the request of a nurse will be prioritized for PPE and that use of N-95 or higher levels of protection (e.g. Controlled or Powered Air Purifying Respirators (CAPR’s or PAPRs) etc.), will be used. In the event a nurse exercises the opt-out option provided under and State or Federal rule or law to decline vaccination, the nurse may be required as a condition of employment to wear an N-95 mask and a new N-95 mask must be provided daily for that nurse.

9. **Notice and Communication:**

It is agreed that when a nurse is potentially exposed to a patient or coworker, they will be notified through a contact tracing process that follows guidance from the CDC and OHA. Employee Health, Infection Prevention or the Public Health Department will lead the contact tracing process. It is the intention of those completing the trace that nurses will be notified as soon as possible, in most cases within 48 hours of known possible exposure. Those not notified were not found to be at risk of exposure during the contact tracing process.

10. **COVID-19 testing**

Testing will be provided to any nurse who has been exposed or has symptoms of COVID or is required by State rule to participate in weekly testing, free of charge.

11. **Credentials and Certificate [OSBN License]:**

Asante agrees to consider the emergency and the ability of the nurse to maintain certifications requiring training and testing, such as life support as well as their ability to renew their nursing license based on their specific circumstances and the OSBN’s current ability to process renewals in a timely fashion. If the nurse believes they will not be able to renew a certificate or license prior to expiration, they must notify their manager of that fact. The individual circumstances will be reviewed, and Asante will not discipline a nurse for
circumstances beyond their control. Requirements by the OSBN or DNV, the hospital’s accrediting agency will be considered at the time of the decision.

12. Housing and Accommodations

It is agreed that a nurse who is known to have been exposed to COVID-19 positive patients or coworkers at work and is being actively monitored may request lodging away from their families in order to minimize possible exposure of the family members or other persons who live with the nurse to the disease and for any nurse who acquires COVID-19 during the course of this pandemic, but does not require hospitalization, Asante will provide at a minimum:
- Lodging in the form of at least a bedroom in one of the Asante-owned facilities such as the Cheney family house or a hotel/motel if Asante facilities are full.
- Food or vouchers for food for the time they are not working and staying in the lodging facilities amounting to three meals per day.
- Other benefits provided to all Asante employees in the same circumstances.

Please note that the other provisions of the CBA will remain in force.

Additionally, as Asante continues to evaluate and provide additional benefits to government sponsored changes to medical plans and retirement plans as well as other benefits such as emergency childcare options, programs like Care.com, and the Asante Foundation Employee Emergency Relief Fund, it is Asante’s intention to provide those same plans to all bargaining unit nurses. It is agreed by the ONA to allow these offerings, including any discontinuance thereof, unless expressly prohibited by current CBA language.

This MOU will stay in effect until March 26, 2022. If the government mandates and/or state of emergency is ongoing, both parties will evaluate an extension to the agreement at that time.

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Susan Bruce, RN
Labor Relations Representative
Oregon Nurses Association

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Robert Begg
Vice President, Human Resources
Asante

12/21/2021
Date Signed