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.

AGREEMENT:

Effective 3/15/2020, 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 April 30, 2020. If the government mandates and/or state of emergency have not yet been removed at that time, the MOU may be extended by mutual agreement by 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 travel restrictions, lack of childcare, testing for COVID-19 or positive COVID-19 result, including an immediate family member if the nurse qualifies for a OFLA leave of absence to care for their immediate family member and those who meet requirements for a leave as an accommodation due to being in a high-risk population as defined by the CDC.

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.

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 but the maximum per pay period is the same. When the state of emergency is officially declared over, every attempt will be made to allow nurses to take time off. After 3 pay periods, any 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. Vulnerable Employees/ Accommodations for high risk groups

It is agreed that a nurse who is unable to work due to being part of the CDC’s at-risk group (older than 65 or with an underlying medical condition) may request an accommodation through Asante’s defined process through employee health and human resources. The accommodations process will consider potential re-assignments including answering the COVID-19 call line, or other work that does not require direct patient contact. If a workplace accommodation cannot be granted, the employee will be granted a leave as an accommodation and paid ESDP with no waiting period followed by administrative time if ESDP exhausts.

4. Changes to article 8: Layoff and job bidding

It is agreed that the intent of this agreement is to first provide work to every bargaining unit nurse during the COVID-19 crisis. When work outside of their primary department is offered, but the nurse chooses not to take that assignment, then they would be required to use ETO (or go unpaid). For nurses for whom no work is available and therefore would be on “Mandatory Call Off”, administrative time will be provided instead of requiring ETO use.

Provisions of Article 8.1 regarding MCO standby order will be maintained.

5. 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.
6. **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.

7. **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.

8. **Child Care**

It is agreed that Asante will provide options for emergency child care due to school closures including supporting programs like the YMCAs emergency child care for healthcare and public safety workers and instituting Care.com which provides discounts for background-checked in-home care workers.

Nurses who are unable to obtain child care after exhausting all resources shall be entitled to leave as provided under BOLI temporary rules applicable to non-acute health care employers.

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

It is agreed that it is Asante’s right to redeploy staff as needed within the Hospital and potentially to other employer facilities. For the purpose of this response to COVID-19 Asante may modify work schedules and assignments as needed with reasonable notice. Such modification will not be implemented for normal scheduling holes not related to Covid-19 response. Before receiving a patient care assignment, the nurse will be oriented and appropriately trained. Employees floated to other Asante facilities will be provided with travel reimbursement per Asante policy and state law. Any provisions within the collective bargaining agreement (CBA) restricting reassignment are suspended during the term of this agreement. Care Partner Nurse/CRN guidelines will be followed when floating whenever possible to ensure patient safety. Additionally, the parties agree that it is possible that non-ONA nurses from another Asante facility or temporary agencies will 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 Asante facility or temporary agency nurses.

10. Unsafe Assignment/Personal Protective Equipment (PPE):

It is agree that both parties 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. Caregiver safety is of paramount importance to ensure continued delivery of patient care to the greatest number of patients. It is the intent of Asante to follow OHA and CDC guidance on PPE in all cases. Any nurse who believes that the PPE and other precautions that are being provided are not in compliance with OHA guidelines shall follow their chain of command to raise their concern, starting with the charge nurse and following current contract guidelines for grievance/appeal process found in Article 17 summarized below:

1) 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.
2) 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 VPN or their designee and submit an SRDF form.
3) If the VPN/designee still directs the nurse to accept the assignment, and the nurse refuses, the nurse shall be placed on administrative leave. No nurse who in good faith refuses a patient assignment based upon non-compliance with OHA PPE guidelines shall be disciplined.

Additionally, Asante will provide a status of the amount of PPE currently available to all employees and to the ONA on a regular basis. The status will be by PPE type and in a simple spotlight status, green being enough PPE based on current use and re-use guidelines and red being critical shortage of PPE. Status will be provided regularly and specifically when the amount of PPE is deemed to change in status.

11. Credentials and Certificate [OSBN License]:

It is agreed that 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 OSBN licensure, and mandatory and voluntary certifications. Any nurse who has had the certificate, license or credential lapse during the term of this agreement shall have 120 days from the end of this
agreement, including any extensions, to renew that credential or certificate unless specific guidance by the licensing authority requires a different timeline.

12. **Patient/Nurse Safety- & Exposure Precautions**

Asante has provided to the community a drive-thru testing facility which is separate from ARRMC. It is agreed that all nurses who meet the criteria for testing for COVID-19 and receive a provider’s order for testing will be expected to test in that testing facility. All costs for this test will be borne by Asante. If a nurse is found to be positive for COVID-19, and the exposure is likely to be from a work-related exposure, they will be expected to follow the regular workers compensation claims process. Any time loss that is not covered by workers compensation will be covered by administrative pay, including the first three-day waiting period normally associated with workers compensation claims. If the claim is accepted, all costs for treatment, including hospitalization will be covered by workers compensation. If the claim is not accepted and the nurse has the Asante Health Plan, all typical patient responsibility costs will be waived. If the nurse does not have the Asante Health plan, Asante will work with the insurance provider and waive Asante charges. Any remaining non-Asante medical charges that are the patient’s responsibility will be borne by the nurse if not covered by the State insurance mandate for coverage.

13. **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. Regular pay including appropriate differentials for all hours actually worked on the unit;
3. Meal delivery to be arranged by employer;
4. Nurses shall be assigned to said units for specific days, 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 per housing and accommodations section below.
5. Any additional benefits that the employer believes will assist the employee in these circumstances.

14. **Housing and Accommodations**

It is agreed that a nurse who is treating COVID-19 positive patients 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.

15. 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.

Asante will provide notification to all employees and to the ONA of our COVID-19 patient level (green, yellow or red) on a regular basis and specifically any time that the level changes.

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 April 30, 2020. If the government mandates and/or state of emergency is ongoing, both parties will evaluate an extension to the agreement at that time.

Susan Bruce, RN  
Labor Relations Representative  
Oregon Nurses Association

[Signature]  
Date Signed

Robert Begg  
Vice President, Human Resources  
Asante

[Signature]  
Date Signed