MEMORANDUM OF AGREEMENT

BETWEEN

OREGON NURSES ASSOCIATION

AND

SAMARITAN HEALTH SERVICES

COVID-19 and Related Matters

February 19, 2021

The Oregon Nurses Association (hereinafter “the Association”) and Samaritan Health Services enter into the following Memorandum of Agreement governing the represented nurses at Good Samaritan Regional Medical Center, Samaritan Albany General Hospital, Samaritan Lebanon Community Hospital, Samaritan Pacific Communities Hospital (hereinafter “SHS”). The parties share a mutual interest in assuring the health and safety of patients, clients, families, staff and the community while mitigating potential exposure and illnesses to nursing staff from the COVID-19 and other infectious diseases. Due to the increased risk of infection and transmission that members accept by working in healthcare, the parties commit to encouraging sick bargaining unit members to stay home from work. (Refer to Work Restriction and Disease Surveillance for Employees and Others with Infectious Diseases Policy - GSMRC, SAGH, SLCH, SPCH, SMG, Version 17 Appendix A- Return-to-work Considerations for COVID-19)

1. COVID-19

A bargaining unit member (hereinafter “member”) who SHS does not permit to work due to a suspected or confirmed exposure to COVID-19 disease shall be excluded from work during any required quarantine period. If deemed a workplace exposure, the employee may file a Worker’s Compensation claim. SHS will ensure compensation for time missed in the first three (3) calendar days. If Worker’s Compensation does not compensate for those first three (3) calendar days, and the member was compliant or was making a good faith effort to comply with PPE guidelines, SHS will agree to pay the aforementioned three (3) days. Any Paid Time Off improvements regarding the replenishment of PTO that are granted to all SHS employees shall include ONA members.

2. Testing

For any member who is required to take a test for COVID-19 as a result of meeting evidence-based screening criteria, SHS shall provide and pay for the test. Members shall utilize the employee testing protocol available to all SHS employees including the most rapid test available as directed by the task force policy on testing. SHS recognizes the importance of continuing improvement related to COVID-19 testing. As part of this commitment, SHS is working to make testing available 24/7 at Samaritan Pacific Communities Hospital and in at least one hospital in the valley. SHS reserves the right to switch hospitals as needed. SHS will notify ONA as soon as possible if a change is to occur.

3. Notice and Communication

Except under rare and extenuating circumstances, SHS shall provide all members who have been exposed by patients, including caring for a patient who was not confirmed but is later tested positive to
have COVID-19, with notice within twenty-four (24) hours of known exposure. SHS shall call the member
and if no answer, leave a voicemail asking for a return call. Specific exposure information will not be left
on a voicemail. Additional means to reach the member may also be used including, but not limited to,
text messaging, email, manager calling, etc. It is the goal of SHS to discuss possible workplace exposure
with employees. It is the member’s responsibility to respond to SHS messages. If requested,
documentation of exposure by email may be obtained from Employee Health.

4. Personal Protective Equipment

All members working in positions with a likelihood of contact with the COVID-19 virus shall be provided
adequate PPE against aerosol transmission of the COVID-19 virus, including Powered Air Purifying
Respirators (PAPRs), half-mask or full-facepiece elastomeric respirators, N95 facemasks, gloves, gowns,
and facial shields and/or goggles. Members are required to wear appropriate PPE at all times when
caring for a patient, in patient care areas, in public areas, etc. (This does not include rest or meal periods
when eating where socially distancing needs to be observed. SHS recognizes at times PPE may slip or
dislodge in certain patient care situations. The member must be making a good faith effort to abide by
PPE requirements.) All PPE shall be used according to and consistent with SHS policy, Oregon Health
Authority (OHA), Oregon Safety and Health (Oregon OSHA) and Center for Disease Control and
Prevention (CDC) guidelines. If information is contradictory from these agencies, SHS reserves the right
to evaluate and decide which to follow.

5. Unsafe Assignment

The Association and SHS recognize caregiver safety are of paramount importance to ensure continued
delivery of patient care. Any nurse who believes that the PPE and other precautions are non-compliant
with SHS Policy, OHA, Oregon OSHA and/or CDC guidelines shall use the following chain of command:
a. All members should be familiar with guidelines relating to PPE and COVID-19 precautions.
b. If the member believes that the assignment is unsafe to themselves because of lack of PPE as
   outlined in section 4 of this agreement, the member should identify the issue with their charge
   nurse (or immediate supervisor).
c. If the charge nurse cannot correct the issue, and the member wishes to decline the assignment,
   then the member should identify the deficiency to the nursing supervisor.
   a. If the member is ordered to accept the assignment by the nursing supervisor, and the
      member declines, the member should identify the non-compliance to the Vice President
      of Patient Care Services (VPPCS) or their designee and submit a Staffing Request and
      Documentation Form to the appropriate individuals.

If the VPPCS or designee directs the member to accept the assignment, and the member refuses, the
member may be placed on unpaid leave pending an investigation. This application of unpaid leave will
not affect any other practices of paid or unpaid leave throughout SHS and is only meant to be applied to
this article.
6. **COVID 19/Pandemic Monitoring Task Force**

SHS will allow and select an ONA represented nurse to be a part of the SHS Coronavirus Task Force. ONA may recommend a list of nurses for consideration. SHS reserves the right to select one of the ONA recommended nurses or another ONA represented nurse not on the list. This nurse will be paid their regular base rate of pay to attend the meetings. Meetings may take place in-person or via online technology. SHS will make a good faith effort to release the nurse from other work duties so long as the nurse is communicating ahead of meeting dates and times with their manager.

7. **Vulnerable Members**

A member who has a health condition they believe would endanger them if they were to work their normal rotation, or a member who is unable to work due to being part of the Centers for Disease Control and Prevention (CDC) at-risk group, or has a family member in their residence in those categories may request an accommodation in accordance with SHS policy. If a workplace accommodation cannot be granted, the member may be granted a leave of absence and must use paid time off per the applicable collective bargaining agreement and/or SHS policy. If a member’s paid time off accruals exhaust during the leave, SHS will offer continuing coverage consistent with SHS policy and applicable state/federal laws to ensure appropriate continuation of medical benefits until the member is able to return to work. The seniority of vulnerable members placed on leave of absence will be addressed according to the individual’s contract.

8. **Extra Shifts**

No member excluded from work shall be required to use their regular PTO for extra shifts (i.e., beyond their contracted FTE).

9. **Absence Management**

SHS shall not use any unscheduled absences from work due to exclusion from work for COVID-19 or related symptoms for the period from March 8, 2020 through the duration of this agreement, for attendance related discipline. Further, during this period, SHS reserves the right to require medical verification for use of sick leave, as outlined in each of the collective bargaining agreements. SHS will be judicious in these requirements to decrease exposure and use of clinics.

10. **Furlough**

When SHS determines the need to limit work available in certain areas, SHS will allow members to volunteer for furlough. If more members volunteer than an SHS facility can feasibly allow to furlough to maintain operations, SHS shall give preference to those with the most seniority so long as the member maintains the knowledge, skills and abilities to provide patient care.

a. If the furlough does not begin immediately, when possible, members will be notified one-week prior to the beginning of such approved furlough. The member’s last day of coverage under the group medical and/or dental plan will be the last day of the month following the start of the
furlough. Medical, pharmacy, dental and vision benefits will continue through Samaritan Choice Plan COBRA continuation coverage until the last day of the following month. SHS shall pay the employer portion and the members will pay their standard premium contribution directly to Samaritan Choice Plan. The premium contributions will be converted from bi-weekly to a monthly amount. Other continuing coverage options may be available, i.e. the Affordable Care Act and such eligibility would be determined by that plan.

b. As allowed by the insurance carrier, Cigna supplemental insurance coverage (Life, AD&D, Disability, Accidental Injury, and Critical Illness Insurance) will remain active until the last day of the following month for furloughed members. Any missed premiums will be deducted from the member’s paycheck (or paychecks depending on the amount in arrears) following their return to work.

c. During a furlough period there will be no effect to the member’s seniority.

d. The member may not use PTO while out on furlough, however their PTO bank will remain intact and available for use upon their return from furlough so long as the employee is not out for longer than thirty-five (35) days.

e. While out on furlough, members can pick up hours outside of SHS facilities through an agency. However, if a member works in an area that is considered a hotspot, there may be a required self-isolation period that would not be covered under voluntary furlough. If a member is excluded from work upon returning from a furlough, they can choose to use accrued PTO for that period.

f. Any members that have been approved for furlough and have scheduled call during the furlough period will be relieved of all call during the furlough period. Vacated call shifts (i.e., “Orphan” call) shall continue to be paid as specified in each contract.

11. Protected concerted activity

The Association recognizes SHS’s responsibility to ensure patient information is not released inappropriately. SHS in turn recognizes members have rights as outlined in the National Labor Relations Act regarding Protected Concerted Activity.

12. Contract still in force

SHS affirms that our existing collective bargaining agreements are currently in effect but exact dates should be confirmed in the individual agreements.

13. Termination/Modification

This agreement will remain in effect until the current Gubernatorial Emergency Declaration is lifted and OHA recommendations have been met.