MEMORANDUM OF AGREEMENT
BETWEEN
OREGON NURSES ASSOCIATION
AND
SAMARITAN HEALTH SERVICES
COVID-19 and Other Infectious Diseases

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 and Other Infectious Disease Leave Bank

A bargaining unit member (hereinafter “member”) who SHS does not permit to work due to a suspected or confirmed exposure to COVID-19 disease or other infectious disease shall be placed in paid leave status during any required quarantine period. Paid leave status may be a combination of Workers Compensation as well as the COVID-19 and Other Infectious Disease Leave Bank. The combination of which will ensure the member shall experience no loss of pay or earned leave until such time as the SHS permits the member to return to work.

For each member, SHS shall create a COVID-19 and Other Infectious Disease Leave Bank separate from PTO. The COVID-19 and Other Infectious Disease Leave Bank is in recognition of the risk posed to members as a result of exposure and the likely need for this leave by members working to provide care. This COVID-19 and Other Infectious Disease Leave Bank shall renew for members each time they are quarantined for a suspected or confirmed COVID-19 or other infectious disease exposures.

Upon signature of this agreement, SHS shall deposit one hundred sixty (160) hours for each benefitted member and eighty (80) hours for each per diem member into the COVID-19 and Other Infectious Disease Leave Bank.

Members who (1) SHS quarantines due to infection of COVID-19 and other infectious diseases, (2) SHS quarantines due to potential COVID-19 and other infectious disease exposures at work or outside work (i.e., no symptoms and awaiting test results) or (3) self-quarantines under advice from the member’s healthcare provider, shall use hours from the COVID-19 and Other Infectious Disease Leave Bank, until they are cleared to return to work.
These leave provisions shall be applied retroactively to March 08, 2020 upon the gubernatorial emergency declaration. By December 31, 2020, SHS shall pay and provide all benefits to qualified members, provided the member notifies SHS by December 1, 2020 of their eligibility.

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 pay the full cost of screening and, if selected for testing, shall utilize the most rapid test available.

3. Notice and Communication

SHS shall provide all members who have been exposed, including caring for a patient who was not confirmed but is later tested positive 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 SHS decision on whether to permit the member to work or placed on paid leave. No less than weekly, SHS will provide the Association—for each facility—the number of its members who have been exposed and the leave status of the member.

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. All PPE shall be used according to and consistent with SHS policy, Oregon Health Authority (OHA), and Center for Disease Control and Prevention (CDC) guidelines.

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, and 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, 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.
   d. 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
Services (VPPS) or their designee and submit a Staffing Request and Documentation Form to the appropriate individuals.
e. If the VPPS or designee directs the member to accept the assignment, and the member refuses, the member shall be placed on paid leave. No member, who in good faith refuses a patient assignment based upon lack of proper PPE or other precautions, shall be disciplined.

6. COVID 19/Pandemic Monitoring Task Force

Two (2) Association representatives, selected by the Association, shall be full participants in each facility’s pandemic monitoring task force. Four (4) Association representatives, selected by the Association, shall be full participants in the systemwide pandemic monitoring task force. These representatives will be paid their regular base wage to attend the meetings. Members must be able to attend the meetings remotely via online technology. SHS shall ensure that these representatives are released for other work duties to attend.

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 (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 member shall be granted a leave of absence and have access to accrued time off benefits. If a member’s paid time off accruals exhaust during the leave, SHS will work on a case by case basis with the member to ensure appropriate continuation of medical benefits until the member is able to return to work.

8. Extra Shift

No member placed on leave due to the conditions described in section #1 shall not be required to use their regular PTO for extra shifts (i.e., beyond their contracted FTE). However, they may use their PTO for COVID-19 and Other Infectious Disease Leave Bank for those extra shifts.

9. Temporary Moratorium of Discipline

SHS shall not use any unscheduled absences from work due to illness for COVID-19 and Other Infectious Diseases symptoms, for the period from March 8, 2020 through the duration of this agreement, to support any occurrences or disciplinary action. Further, during this period, SHS reserves the right to
require medical verification for use of sick leave, as outlined in the collective bargaining agreement. SHS will be judicious in these requirements to decrease exposure and use of clinics.

10. Furlough

When COVID-19 and other infectious diseases limit work available in certain areas, SHS shall 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. The furlough period will begin immediately upon signature of this agreement.

a. Members will be notified one week prior to the end of each month if their furlough has been approved.

b. 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.

c. 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.

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

e. 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.

f. 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.

g. 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.

11. Protected concerted action

The Association recognizes SHS’s responsibility to ensure patient information is not released inappropriately. SHS recognizes members have a right to report concerns about health and safety to third parties, including regulators, media, etc. and shall not face reprisal or discipline. Further, all members have a right to speak out on matters relating to their terms and conditions of employment, including their own and coworker’s health, safety, wages, etc. SHS shall notify members of the retraction of any policy or statement that tends to create a climate that limits these rights.

12. Contract still in force
SHS affirms that our existing collective bargaining agreement is fully and completely in effect. SHS shall instruct all managers to retract and refrain from any comments that our collective bargaining agreement is in abeyance, suspended, shelved or set aside during the COVID-19 pandemic.

13. Termination/Modification

This agreement will remain in effect until both parties mutually agree to modify or terminate the agreement.