MEMORANDUM OF AGREEMENT
BETWEEN
OREGON NURSES ASSOCIATION
AND
SAMARITAN HEALTH SERVICES

Work Exclusion Due to COVID-19 and Related Matters and Other Infectious Diseases
November 13, 2020

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 and 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 SHS permits the member to return to work. If deemed a workplace exposure, If excluded from work, the employee may file a Worker’s Compensation claim. SHS shall 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 with PPE guidelines, SHS shall will pay.

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 work exclusion 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 excluded from work quarantined for a suspected or confirmed COVID-19 or other infectious disease exposure.
Upon signature of this agreement, SHS shall deposit one hundred (100) one hundred sixty (160) hours for each benefitted member and fifty (50) eighty (80) hours for each per diem member into the COVID-19 and Other Infectious Disease Leave Bank, which shall be renewed for workplace exclusion as described above.

Members, who are excluded from work because (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.

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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.

No member placed on quarantine due to these conditions shall be required to use their regular PTO or COVID-19 and Other Infectious Disease Leave Bank. If the quarantined member chooses to use the COVID-19 and Other Infectious Disease Leave Bank or regular PTO they shall not be required to use their regular PTO or COVID-19 and Other Infectious Disease Leave Bank beyond their FTE (i.e., extra shifts).

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2. Testing

SHS shall provide and pay for the most rapid COVID-19 test available for any member who is required to take a test for COVID-19 as a result of meeting evidence-based screening criteria, which must be available at the hospital at which the member is employed twenty-four hours a day, seven days a week, year round. Members shall utilize the employee testing protocol available to all SHS employees and use
the most rapid test available. SHS shall pay the full cost of screening and, if selected for testing, shall utilize the most rapid test available.

3. Notice and Communication

Except under rare and extenuating circumstances, 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 notice within 24 hours of possible known exposure, as described herein. SHS shall call (and leave a voicemail, if no answer) and text (if available) to notify each member of possible exposure. SHS shall use additional means to contact the employee about a possible workplace exposure. At the time of the live call with their manager (or designee), SHS shall provide complete information on the exposure. Within 24 hours of possible exposure, SHS shall also provide written notice via work email with complete information on the exposure. Complete information on the exposure includes notice of the date of exposure, assessment of exposure risk and SHS’ decision on whether to exclude the member from work. Within eight (8) hours of as soon as practicably possible of the known exposure but generally not to exceed 24 hours. It is the member’s responsibility to respond to SHS messages ASAP. SHS shall notify each member by phone and/or written notice via work email of the date of exposure, assessment of exposure risk and SHS decision on whether to permit the member to work or placed on paid leave. Exclude the member from work. 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. When possible, all members are required to wear appropriate PPE at all times and all PPE shall be used according to and consistent with SHS policy, Oregon Health Authority (OHA), Oregon Occupational Safety and Health (Oregon OSHA) 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, 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 and other precautions non-compliant with SHS Policy, OHA, Oregon OSHA, and/or CDC guidelines, 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 Care Services (VPPCS) or their designee and submit a Staffing Request and Documentation Form to the appropriate individuals.

e. If the VPPCS or designee directs the member to accept the assignment, and the member refuses, the member shall be placed on unpaid leave pending an investigation. No member, who in good faith refuses a patient assignment based upon lack of proper PPE or other precautions, shall be disciplined. 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 from other work duties to attend.

6. COVID 19/Pandemic Monitoring Task Force PPE Safety Committee

The Two (2) Association representatives who are selected by the Association, shall be full participants in each facility’s pandemic monitoring task force PPE Safety Committee. 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 from 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 in accordance with SHS policy 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 paid time off per the applicable collective bargaining agreement and/or SHS policy and must use accrued paid time off per the applicable collective bargaining agreement and/or SHS policy benefits. If a member’s paid time off accruals exhaust during the leave, SHS shall work on a case by case basis with the member to offer COBRA continuing coverage consistent with the law and SHS policy to ensure appropriate continuation of medical benefits until the member is able to return to work. Vulnerable members placed on leave of absence shall not lose seniority as described in individual 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).

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8.9. **Temporary Moratorium of Discipline/Absence Management**

SHS shall not use any unscheduled absences from work due to exclusion from work by employee health or personal care provider illness for COVID-19 or related symptoms 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 of the current Gubernatorial Emergency Declaration 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.

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9. **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 so long as the hospital maintains the knowledge, skills and abilities to provide patient care. The furlough period will begin immediately upon signature of this agreement.

a. When possible, members will be notified one week prior to the beginning of furlough to the end of each month if their furlough has been approved.

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

c. 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.

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 so long as the employee is not out for longer than thirty-five (35) days.

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. If a member is excluded from work upon returning from a furlough, they shall be able to use their PTO for that period, if they choose.

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. Vacated call shifts (i.e., “Orphan” call) shall continue to be paid as specified in each contract.

10.11. Protected concerted action

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, 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.


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

12.13. Termination/Modification

This agreement will remain in effect until until both parties mutually agree to modify or terminate the current Gubernatorial Emergency Declaration is lifted.