MEMORANDUM OF AGREEMENT

The Oregon Nurses Association Sky Lakes Medical Center (Employer) 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:

1. Patient/Nurse Safety-& Exposure Precautions

   I. COVID-19 Testing: Employer has committed to creating and staffing a testing station. Testing will include rule out tests.

      a. There shall be no out of pocket expense for the testing. Insurance may be billed.

      b. Employer shall ensure adequate staffing for the testing stations.

      c. Assigned staff will be provided appropriate training, and orientation prior to their shift.

   II. Personal Protective Equipment: All Nurses working in the positions with a high likelihood of contact with the Covid-19 virus will be provided 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 per OHA and/or CDC guidelines and to the extent that such supplies are available. It is acknowledged that PPE supply chains will impact availability and Employer will make every effort to source them.

2. Exposure Quarantine:

   A nurse covered by the bargaining unit agreement (hereinafter “member”) who the Employer does not permit to work due to exposure to COVID-19 disease, that is not related to travel, shall be able to immediately access their EIB. The employee may elect to file for unemployment and will be uncontested by the employer.
3. **Fourteen Day COVID-19 Infection Leave:**

A member who tests positive for COVID-19 and is quarantined based on the most current CDC guidelines shall have access to EIB immediately. During the quarantine period described in #2 and #3 above, the healthcare worker is required to participate in the Employer’s monitoring process and shall return to work if satisfied.

4. **EIB**

Nurses will have immediate access to their EIB for time missed due to flu like or COVID-19 like illness. If the employer has suspended their current ETO practice, all employees with 10 or more years of service may also use their EIB when the employee is willing to work but there is no available work.

5. **HIV/AIDS Program Access**

HIV / Hepatitis Fund will be able to be accessed by the nurses who are diagnosed with Covid-19 while employed at Sky Lakes Medical Center. The Hospital shall administer such funds for the purposes of paying COBRA health insurance for nurses that have been positively identified as contracting the Covid-19, HIV or hepatitis while employed at Sky Lakes Medical Center. Claims against the fund may be made only while the nurse is employed at Sky Lakes Medical Center.

6. **At Risk Employees:**

A member 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 to their direct supervisor for a low risk assignment. If a workplace accommodation cannot be granted, the employee may request a leave of absence and have access to accrued time off benefits per existing leave of absence policies. If employee’s paid time off accruals exhaust during the leave, Employer will work on a case by case basis with the employee to discuss options for continuation of health insurance until the employee is able to return to work.

7. **Notice and Communication:**

The Employer will provide all nurses who have unprotected exposure, with notification within forty-eight (48) hours of the employer becoming aware of the known exposure. The notice will include: the date of exposure, assessment of exposure risk and Employer decision on whether to permit the nurse or healthcare worker to work.

No less than monthly, the Employer will provide the Union with the number of its represented nurses or healthcare workers who have been exposed and the leave status of the employee.

The Employer and Union agree to have regular teleconferences between Union leadership (including ONA labor representative), CNO or their designee and/or Human Resources
Director or their designee to discuss operational changes relating to emergency response. Meetings may be cancelled with the agreement of both parties. The purpose of this meeting shall be for the Employer to give updates re COVID-19 response by Employer, for the Union to provide information about practice and labor concerns relating to COVID-19 and for the parties to problem solve relating to emergency issues.

8. Non-Exclusive Benefits:

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 made.

9. Temporary Moratorium of Discipline for Sick Time or Unpaid Personal Leave
The Employer will not use any absences from work due to illness for coronavirus or flu-like symptoms that present like coronavirus symptoms, for the period March 1, 2020 through conclusion of this agreement or a date mutually determined, to support any occurrences, disciplinary action, nor any Letter of Expectation. Further, during this period, the Employer suspends the required medical verification for use of sick leave, as outlined in the collective bargaining agreement.

10. Teleconference Attendance for All Union Related Meetings
The parties agree 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 if social distancing cannot be accommodated or by mutual agreement of the parties.

11. Reimbursement for Child Care
Nurses who are unable to obtain child care shall be entitled to leave as provided under BOLI temporary rules applicable to non-acute health care Employers.

12. Staff Reassignment
The Union and the Employer, agrees that during this state of emergency, employees may be reassigned within the Hospital. For the purpose of this response to COVID-19 the Employer may modify work schedules and assignments as needed with only reasonable notice. Before receiving a patient care assignment, the nurse must be oriented and appropriately trained for reassignment. Any provisions within the collective bargaining agreement restricting reassignment are suspended during the terms of this agreement.
13. Objection to Assignment

The Union and Employer 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, and availability of PPE. However, caregiver safety is of paramount importance to ensure continued delivery of patient care to the greatest number of patients. Therefore, any nurse who believes that the PPE and other precautions that are being provided are not in compliance with OHA guidelines shall follow the following chain of command:

1. All nurses should be familiar with current OHA guidelines relating to PPE and COVID-19 precautions

2. If, based on the most current OHA guidelines and availability of PPE, the nurse does not believe there is adequate PPE for them to safely provide care to the patients they are being assigned, the nurse should state their intent to refuse the assignment to their charge nurse, identifying the specific deficiencies.

3. If the deficiencies cannot be resolved by the charge nurse, the Clinical Manager/Director or Hospital Supervisor should be notified. If the identified deficiency in PPE is validated and unable to be resolved, the nurse may choose to refuse the assignment. Based on overall staffing needs, the nurse may be reassigned or released from duty.

4. If the Director believes that adequate PPE was available to the nurse or the nurse is not able to identify the specific risk to their safety and the accompanying non-compliance with OHA guidelines, the Director may conduct an investigation with appropriate follow up.

14. Credentials and Certificate [OSBN License];

In light of the National and State Declarations of Emergency, the Employer shall not require renewal of certifications for any nurse as a condition of employment during the term of this emergency including ACLS and BLS as recognized by certificate issuer. Any nurse who has had the certificate or credential lapse during the terms of this emergency shall have 60 days from the end of the declaration to renew that credential or certificate. Nurses must remain licensed per OSBN requirements.
15. 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 a surge (30 or more) COVID presumed positive/diagnosed patients, Employer will solicit volunteers first to dedicated staff that unit or facility. Employer will provide at a minimum the following:

1. Accommodations Near the Facility;
2. Nurses shall be assigned to said units for specific days and may access COVID testing shall be allowed to reside for any post-assignment period while awaiting test results assuming this does not limit availability to others who are actively working on the unit.
3. Any additional benefits that the Employer believes will assist the employee in these circumstances.

Waiver of any caps on PTO accumulation for all paid hours assigned to a COVID Unit. The PTO above the cap will be retroactively deposited in the nurses PTO bank. The nurse must request this retroactive deposit.

16. The union agrees to waive the current requirement for two weeks’ notice for any mandatory education or mandatory staff meetings. The employer agrees to provide as much notice as possible.

17. Termination

This agreement will remain in effect until June 30, 2020 unless either party serves written notice of its intent to modify or terminate the agreement prior to that date. Such notice shall be given no less than 14 days prior to the termination of said agreement. This agreement may be extended or reinstated by mutual agreement of both parties.

DATED this 30th day of April, 2020.

[Signatures]

For ONA

[Signature]

for Sky Lakes Medical Center