MEMORANDUM OF AGREEMENT

The Oregon Nurses Association (ONA or Association) and St Anthony Hospital (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, i.e. Oregon Health Authority (OHA).
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 COVID-19.

AGREEMENT:

1. Exposure Quarantine:

A bargaining unit member (hereinafter “member”) who the Employer does not permit to work due to exposure to a work-related COVID-19 disease shall be placed in paid admin leave status for the first 14 days of any required quarantine period. If employee is ill, they may file for Short Term Disability and/or Worker’s Compensation without any waiting period. Paid leave status may be a combination of Workers Compensation and employer paid administrative leave. The combination of which will ensure the employee will experience no loss of pay or accrued time off until such time as the Employer permits the employee to return to work.

A bargaining unit member who is quarantined for a non-work exposure will be allowed to access EIB/PTO banks and apply for STD with no waiting period. If the employee goes into arrears by 40 hours of PTO during quarantine, they may access emergency paid admin leave for the remainder of the 14 day quarantine period.

A bargaining unit member who requests time off for mental health issues related to the COVID-19 pandemic, may have access to EIB without a waiting period. Per current guidance by Oregon Dept of Labor, they may access this benefit without a physician’s certificate during the pandemic period only.

2. Future Leave
Any member who exhausts total accrued leave, including emergency leave provided above, for any reason related to the COVID emergency, shall have the right to continue on leave and go into arrears for up to 40 hours during the first 14 days off.

3. Vulnerable Employees:

A member who is unable to work due to being part of the CDC’s 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 and Human Resources (HR) which may include assignment to the labor pool. Labor pool assignments may be to screening desk, phone triage, or assignment to non-COVID 19 patient care. If a workplace accommodation cannot be granted, the employee will be granted a leave of absence and have access to accrued time off benefits. If employee paid time off accruals exhaust during the leave, Employer will work on a case by case basis with the employee to ensure appropriate continuation of medical benefits until the employee is able to return to work. The labor pool will maintain information regarding the employee’s orientation and training so that department competency can be tracked post emergency and the labor pool program can be evaluated for future emergency use.

Accommodation requests should be made as soon as possible. RN’s are expected to give at least 72 hours notice prior to the affected shift if they have an accommodation request.

4. Time Off:

No member shall be subject to mandatory low census over the 25% cap established in the Collective Bargaining Agreement as a result of the closure or reduced patient census caused by State or Federal orders in hospital units, including any order related to cessation of non-elective, urgent, surgeries, unless the nurse has been offered work in other units or other facilities for which they are trained and oriented and the nurse has refused that work.

Nurses taking time off work due to low census will be allowed to access PTO/or EIB banks without a waiting period at their discretion.

5. Notice and Communication:

The Employer will provide all nurses or healthcare workers who have been exposed, including treating a patient who was not confirmed but is later confirmed to have COVID-19, with both verbal and written notice that positive test results have been received. Written notice will be made within five (5) business days and will include: the date of exposure, assessment of exposure risk and Employer decision on whether to permit the nurse or healthcare worker to work or placed on paid leave. Verbal notice will be made within 24 hours and will be a phone call to the phone number the nurse has on file with the hospital. If a voicemail has to be left, a general message will be left and nurse will be responsible to call back. Notice will be made based on tracking sheets posted outside patient rooms for patients
who were under rule out status. These sheets are collected daily and placed in a folder for Infection Control nurse.

No less than weekly, 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 communication about operational changes relating to emergency response via email. Should either party wish to meet, a phone/video conference will be arranged as soon as possible. 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. The employer agrees to allow front-line staff to attend daily safety huddles and have time on agenda to bring concerns as necessary to Incident Command. Changes to the declared disaster phase will be communicated to the Union.

6. 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.

7. Time Off for Caregiving

The employer will not use any absences from work due to childcare issues that arise due to the Covid 19 pandemic, for the period March 1, 2020 through at least June 30, 2020 or a date mutually determined, to support any occurrences, disciplinary action, nor any Letter of Expectation.

8. 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.

9. Reimbursement for Child Care

The employer has arranged for employees to access child care through the Pioneer Relief nursery. Costs are covered by the employer. 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.
10. Staff Reassignment

The Union grants the Employer, during this state of emergency, the right to redeploy staff as needed within the Hospital. For the purpose of this response to COVID-19 the Employer may modify work schedules and assignments as needed with a reasonable notice of 72 hours. If circumstances prevent a nurse from such assignment, the hospital will work with the nurse to remove any barriers preventing the acceptance of the assignment (Child care, elder care, caregiving) If barriers cannot be removed, the nurses regular schedule shall be maintained. Before receiving a patient care assignment, the nurse must be oriented and appropriately trained. For reassignment outside of the facility, the nurse must agree to that reassignment. Any provisions within the collective bargaining agreement restricting reassignment are suspended during the terms of this agreement.

11. Unsafe 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. 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 chain of command. No nurse who in good faith refuses a patient assignment based upon non-compliance with CDC/OHA PPE guidelines shall be disciplined.

If the Hospital is lacking proper PPE, nurses may be allowed to use PPE that they purchased themselves, including disposable surgical masks, N95’s, P100’s, respirators, goggles, coveralls and cloth mask covers. No nurse utilizing their own PPE due to a shortage of hospital provided PPE shall be disciplined.

12. Credentials and Certificate [OSBN License];

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 ACLS and BLS. Any nurse who has had the certificate, license 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.

13. Patient/Nurse Safety-& Exposure Precautions

1. **COVID-19 Testing:** Employer has committed to provide access to testing at the hospital via the following mechanisms. Testing will include rule out tests.
a. Worker’s compensation if exposed at work. An employee who has developed symptoms will report to Employee Health RN for evaluation. If testing is indicated, it will be done at no cost to employee through the hospital or the Worker’s Compensation system.

b. For employees who are covered under employer sponsored health plan, the employer shall absorb the cost of tests/exams for ONA Represented Employees and family members living in their households.

c. Employer shall ensure adequate staffing for testing.

d. 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 prioritized for PPE against aerosol transmission of the COVID-19 virus, including Powered Air Purifying Respirators (PAPRs), half-mask or full-facepiece elastomeric respirators, N95 face masks, gloves, gowns, and facial shields and/or goggles. It is acknowledged that PPE supply chains will impact availability and Employer will make every effort to source them.

14. COVID Specific Unit/Facility Staffing

In the event the employer activates their emergency plan at Phase 3, employer will provide at a minimum the following for nurses during their work assignment:

1. Private Room Hotel/Motel Accommodations Near the Facility;
2. Straight-Time pay for all hours the nurse is assigned to work in the unit. Nurses whose PTO is cancelled and are subsequently working will be paid Difficult to Fill premium and be allowed to either cash out or bank their PTO.
3. Childcare

4. Any additional benefits that the employer believes will assist the employee in these circumstances.
5. Waiver of any caps on PTO accumulation for all paid hours assigned to a COVID Unit.

15. Termination
This agreement will remain in effect unless either party serves written notice of its intent to modify or terminate the agreement. Such notice shall be given no less than 14 days prior to the termination of said agreement.

DATED this 30th day of April, 2020.

ONA-
Ateusa Salemi, RN Labor Representative

Sarah Austin, RN BU Chair Person

St Anthony Hospital-
Harry Geller- President

Tameen Redding, VP Human Resources