

## LETTER OF AGREEMENT

The Oregon Nurses Association and St. Charles Health System (Employer) hereby enter into the following Letter 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 COVID-19.

### AGREEMENT:

#### 1. Patient/Nurse Safety-& Exposure Precautions

- I. **Drive Through COVID-19 Testing and Exam:** Employer has committed to creating and staffing a drive through testing/examination station separated from the main hospital. Testing will include rule out tests.
  - a. The station will be open 7 days a week from 0700-1900
  - b. The employer shall absorb the cost of tests/exams for ONA Represented Employees.
  - a. Employer shall ensure adequate staffing for the testing stations.
- II. Assigned staff administering tests in the “tent” and the other departments will be provided appropriate training, and orientation prior to their shift Compensation will equal double their rate of pay for all caregivers administering tests.
- III. **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 facemasks, 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.

- IV. Family Birthing Center:** While the COVID 19 state of emergency is in effect, the FBC will be prioritized for PPE on the same level as the Emergency Department.
- V. All caregivers wear masks:** All caregivers in a non-high priority area, including EVS will wear a mask to protect patients, other caregivers, and themselves as much as possible. These masks may include homemade cloth re-usable masks as needed \
- VI. The Hospital will provide scrubs** for Nurses who chose not to wear their personal scrubs during the COVID 19 state of Emergency. The scrubs will be issued in the same process as currently practiced in the peri-operative department.

## **2. PTO/PSL (Relief Nurses) Accrual**

The employer shall deposit 160 hours of PTO/PSL leave into all nurses PTO accounts no later than April 1, 2020. This PTO/PSL deposit is in recognition of risk posed to nurses as a result of workplace exposure and the likely need for use of this leave as a result of the nurses work in providing critical care.

### **Notice and Communication:**

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 once weekly teleconferences between the Union LMC/JLRC team (including ONA labor representative), CNO and Human Resources to discuss operational changes relating to emergency response. These conferences shall occur every Wednesday at 9a.m (Bend), Tuesday 14:30 pm (Redmond) 11am (Prineville) and shall last no longer than 45 minutes, unless mutually agreed otherwise. 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.

## **3. Grievance Timeline Tolling:**

For purposes of calculating “days” under this agreement for grievance filing and processing, a day shall not include the period of time during the state of emergency. However, for purposes of a grievance challenging discipline of a member, the Association may waive this clause by specifically referencing this agreement and waiver of this tolling provision in communication to the employer. Where the Association has waived this tolling period, the

contractual grievance processing timelines shall control and commence from the day following notice of waiver.

#### **4. 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.

#### **5. Reimbursement for Child Care**

The employer shall provide reimbursement in any amount no greater than \$200/per day, for any nurse who has to arrange child care as a result of school closures, including care provided at no cost to the nurse, unless employer provides that child care. To utilize this reimbursement, the employee should submit notice of need for childcare to Human Resources and that reimbursement will be made through the payroll system no later than 90 days following submission of the request for reimbursement. No additional proof of eligibility for eligibility shall be required other than the member's attestation. 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.

#### **6. Staff Reassignment**

The Union grants the Employer's, during this state of emergency, right to redeploy staff as needed within the Hospital and potentially to other employer facilities. For the purpose of this response to COVID-19 the Employer may modify work schedules and assignments as needed with only reasonable notice, and with consideration to nurses regular shift hours.(Day shift or Night shift) Before receiving a patient care assignment, the nurse must be oriented and appropriately trained or reassignment outside of the facility, the nurse must agree to that reassignment. Compensation for reassignment outside of facility will include mileage at the current IRS rate and time of travel from home to assignment at base wage, plus differential and overtime, if applicable. Any provisions within the collective bargaining agreement restricting reassignment are suspended during the terms of this agreement.

#### **7. 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 following chain of command:

- 1) All nurses should be familiar with current OHA guidelines relating to PPE and COVID-19 precautions,
- 2) Before taking an assignment, the nurse should determine whether adequate PPE is available for the patient being assigned. If the patient is a diagnosed COVID-19 patient or person under investigation (PUI) and the nurses believe that the assignment is unsafe to themselves because of lack of PPE, based on OHA guidelines, the nurse should identify the issue with their charge nurse.
- 3) If charge nurse cannot correct the issue, and the nurse wishes to decline the assignment, then they should do so by identifying the deficiency to the nurse's supervisor by reference to OHA guidelines.
- 4) If they are ordered to accept the assignment by a supervisor, and the nurse again wishes to decline, the nurse should identify the non-compliance with OHA guidelines to the CNO or their designee at the following phone number\_\_\_\_\_ and submit an SRDF form to the Union and employer.
- 5) If the CNO/designee still directs the nurse to accept the assignment, and the nurse refuses, the nurse shall be placed on leave. No nurse who in good faith refuses a patient assignment based upon non-compliance with OHA PPE guidelines shall be disciplined.

## **8. 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 COVID suspected/diagnosed patients, employer will solicit volunteers to staff that unit or facility. Employer will provide at a minimum the following:

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 and double time for all hours actually worked on the unit;
3. Per Diem of \$60 for meal delivery to be arranged by employer;
4. In home childcare and assistance with daily activities, groceries, sundry purchasing.
5. Nurses shall be assigned to said units for specific days, no less than 3 twelve hour shifts and shall receive COVID testing prior to end of tour of duty and shall be allowed to reside for any post-assignment period at the nurses' discretion.
6. Any additional benefits that the employer believes will assist the employee in these circumstances.

7. Waiver of any caps on PTO accumulation for all paid hours assigned to a COVID Unit.

### **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 \_\_\_\_ day of\_\_\_\_\_, 2020.

---

ONA

---

St. Charles Medical Center