Memorandum of Agreement

COVID 19

The Oregon Nurses Association (hereafter “Association”) and Tuality Community Hospital ("Hospital") hereby enter into the following Memorandum of Agreement in response to ongoing health concerns presented by the COVID-19 virus.

Background:

The Association and the Hospital recognize our shared interest in mitigating potential exposure and illnesses from the COVID 19 Virus. As a result, both parties are entering into an agreement that will enhance patient/community safety, improve staffing and flexibility to address increased patient demands, and reduce the prospect of unnecessary transfer of the virus.

Section 1 Patient/Nurse Safety & Exposure Precautions

1. COVID 19/Pandemic Nurse Feedback: The Hospital values nurse feedback regarding the most current COVID-19 information, policies and procedures, and to raise substantiated issues regarding transparency, protection of patients and staff, and stewardship of resources. Nurses may make agreed recommendations to the EOC to take appropriate actions to safeguard patients and staff. Nurses are encouraged to send feedback, commentary, suggestions, etc. to EOC.Communications@Tuality.Org. Hospital commits to responding to nurse emails within 48 hours. Hospital further commits to frequently updating the COVID-19 folder on the MCN Homepage, which shall be a central repository for COVID-19 related information.

Quarantine, & Leave Time: Association Represented employees shall receive paid administrative leave under the following conditions:

a. Quarantine: Association represented employees who Hospital quarantines due to potential-COVID 19 exposures (either to positive patients or fellow positive co-worker), shall receive paid administrative leave until they are cleared to return to work.

b. Illness: If a nurse becomes ill due to a workplace exposure of a confirmed case of COVID-19, they may apply for workers' compensation benefits.

c. High Risk Employees: An Association Represented Employee who has a health condition that the member believes would endanger the member if the member were to work their normal rotation, the member should follow Tuality’s process for high risk
employees. Employees should email AskHR@Tuality.org for questions or clarification of Hospital's process for high risk employees.

e. **Moratorium on Maximum Annual PLH Accrued:** If an employee is needed for the response to the coronavirus or treatment of COVID-19, and as a result would exceed contractual limits on PLH accrual, the limits to PLH accrual will be temporarily waived for the duration of this MOA. Upon expiration of this MOA, the contractual cap on PLH accrual (360 hours) shall be reinstated. If, upon expiration of this MOA, an employee has a over 360 hours in their PLH bank, no further PLH shall accrue until the employee's PLH bank drops below 360 hours.-

**Section 2 Staffing**

Tuality and ONA recognize the need to increase flexibility for patient care and to ensure every reasonable precautionary measure is taken to mitigate risks associated with the spread of COVID 19. The following commitments will enhance our ability to ensure patient safety related to staffing and filling of vacant shifts during COVID 19 outbreak.

I. **Staffing Levels:** The Hospital shall take into consideration patients diagnosed with or presumptive COVID 19 when determining patient acuity and making patient care assignments.

II. **ED Staffing/Prescreening:** The Hospital commits to taking prescreening precautions and, maintaining nurse staffing levels, to the extent possible to support the emergency department which are is the entry point for patients into Tuality.

III. **COVID-19 Response Labor Pool:** If an employee is displaced from their home department, they shall submit a request for reassignment to the COVID-19 Response Labor Pool (CRLP). Nurses in the CRLP who are not in overtime status can accept hours. Nurses who are in overtime status can accept hours if they have critical skills that are not met by others in the CRLP or there is an emergent need. All shifts, with the exception of emergent needs, will be listed in the Sign-Up Genius (SG). Low census language in Article 16 of the ONA/Tuality Collective Bargaining Agreement still applies. For the puposes of this section, “emergent need” is within two hours of start of unfilled shift.

Hospital is committed to listening to and seriously considering nurse feedback regarding CRLP processes. With that in mind, nurses are encouraged to send questions, comments, or suggestions to EOC.communications@Tuality.org. Hospital commits to responding to such emails within 48 hours.

IV. **Low Census:**
a. If an employee is low censused from their home department, no reassignment is available, and the employee has over 80 hours (pro-rated by FTE) in their PLH bank a they may draw from PLH for part or all of the hours for which they were low censused, or take low census hours unpaid.

b. If an employee is low censused from their home department, no reassignment is available, the employee has 80 or less hours (pro-rated by FTE) in their PLH bank, and the employee has accrued EIH hours, EIH hours shall be used for low census hours unless the employee opts to take some or all low census hours as unpaid leave.

c. If an employee is low censused from their home department, no reassignment is available, the employee has 80 or less hours (pro-rated by FTE) in their PLH bank, and the employee has no hours in their EIH bank, the employee shall be placed on paid COVID-19 leave. Employees shall not be eligible for paid COVID-19 leave unless all of the conditions in the previous sentence are met. No employee shall be eligible for paid COVID-19 pay if they voluntarily turned down work that could have been performed during the shift in question. Employees on paid COVID-19 leave must remain available for and accept work that becomes available in their home department or the COVID-19 Response Labor Pool by monitoring communications from the COVID-19 Response Labor Pool and actively accepting all openings for which they are qualified on a daily basis. Employees on paid COVID-19 leave shall not be eligible for standby or callback pay if called into work from paid COVID-19 leave.

Section 3 Education: During the term of this MOA, the Hospital’s travel restriction on all business-related travel shall be honored; and therefore, any travel-related funding from the education pool (Article 13 Section 2) shall be on hold. Requests for virtual courses/conferences, and/or other educational purchases shall continue to be processed. Nurses will be allowed an additional 60 days beyond the traditional deadline of the calendar year to apply for educational funds, should processing of requests be delayed due to modified operations.

Section 4 Childcare: Any Association represented employee facing a hardship related to child care shall be eligible to apply for the Tuality hardship fund for a subsidization to offset or partially offset any child care expenses. All claims shall be processed expeditiously.

Hospital is committed to keeping employees informed of childcare resources so employees are not prevented from providing patient care. There are currently several childcare options being offered at no cost to healthcare providers in the Hillsboro, OR area. Hospital commits to maintaining an updated list of childcare resources which employees may access at:
http://www.tuality.net/TualiPedia/index.php/Childcare_Resources

Section 6 Union Meetings: The parties agree that to ensure social distancing, for any meeting in which a Association representative may attend, including disciplinary investigations, the Association 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.
Section 7 Credentials and Certificate: In light of the National and State Declarations of Emergency, the Hospital shall follow guidelines of appropriate certifying bodies such as the American Heart Association ("AHA") regarding renewal of credentials or certificates for any nurse during the term of this emergency, for example ACLS and BLS. Any nurse who has had the certificate or credential lapse during the terms of this emergency shall have the amount of time recommended by the appropriate certifying body such as the AHA to renew that credential or certificate.

Section 8 Duration of Agreement: Tuality and ONA are committed to the following agreement, retroactive to March 29, 2020 for 60 days, which point the parties shall discuss whether or not to extend this MOA.

Tuality Community Hospital

By: Andrew G. Lukes
(Printed Name)

(Signature)

Date: 4/10/20

Oregon Nurses Association

By: 
(Printed Name)

(Signature)

Date: 