Memorandum of Agreement
By and Between
Tuality Community Hospital
And
Oregon Nurses Association

COVID 19

The Oregon Nurses Association (hereafter “Association”) and Tuality Community Hospital ("Hospital") hereby enter into the following Memorandum of Agreement in order to improve staffing, equity, and flexibility.

Background:

The Association and the Hospital recognize our shared interest in mitigating potential exposure and illnesses from the COVID 19 Virus and will continue to work together to enhance patient/community safety, to address increased patient demands, and reduce the prospect of unnecessary transfer of the virus.

Section 1 Patient/Nurse Safety-& Exposure Precautions:

a) 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 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 two (2) business days. Hospital further commits to frequently updating the COVID-19 information on Tualipedia, which shall be a central repository for COVID-19 related information.

b) Notice and Communication: The Hospital will provide all Association represented employees who have cared for a patient who was not confirmed but is later confirmed to have COVID-19 with written or electronic notice as soon as reasonably possible. The written notice will include: the date of exposure, type/risk of exposure, and location of exposure.

c) Quarantine, & Leave Time:

i. Paid Leave: Association represented employees shall receive paid administrative leave for high risk exposures that occur at work per Hospital’s established guidelines. Employees who have a low or medium risk exposure (as determined by Employee Health’s established guidelines and published algorithms) at work and develop
symptoms thereafter requiring them to quarantine at home per Employee Health direction, shall also be eligible for paid administrative leave until they receive a negative COVID-19 test result or are cleared to return to work, whichever comes sooner.

ii. Quarantine: If test results are positive for Covid-19, the represented employee will follow the Hospital’s guidelines in this regard. Once testing results are complete, the Association represented employees shall follow established guidelines for return to work.

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.

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

b) COVID-19 Response Labor Pool: If a labor pool is re-created, ONA represented nurses and the Hospital will commit to a mutually beneficial solution to solicit nurse feedback to improve the Labor Pool.

i. If the labor pool is re-created, either party may request to discuss whether or not Represented employees will be able to elect to use EIH as low census hours during the duration of the MOA.

c) Floating: The Parties wish to avoid causing Resource Nurses to bear a grossly disproportionate burden of caring for COVID-19 detected or Person Under Investigation (“PUI”) patients. Accordingly, the parties enter into the following agreement:

i. When making patient care assignments in in-patient units, the Hospital shall take into account the last date the nurse was assigned to a COVID-19 detected or PUI patient. The Hospital shall make its best efforts to rotate nurses (including but not limited to Resource nurses) who are assigned to COVID-19 detected or PUI patients.

ii. The Hospital reserves the right to make patient care assignments out of rotation when, in the Hospital’s judgment, skills and ability require it.

iii. It is the nurse’s responsibility to ensure the date they last cared for a COVID-19 detected or PUI patient is accurate on the rotation list.

iv. Nurse can elect to remain caring for COVID-19 detected or PUI patients for continuity of care

d) Pre-Scheduled Short Notice Shift Incentive: The Parties acknowledge that the COVID-
Pandemic has currently created exceptional staffing needs and periods of exceptional staffing needs are likely to recur periodically for the duration of this Agreement. Accordingly, the parties agree that the following will apply for the duration of this Agreement:

i. The Hospital, at its discretion, may designate unfilled shifts as eligible for the Short Notice Shift Incentive (hereafter referred to as "Pre-Scheduled Short Notice Shift Incentive") more than 48 hours in advance of the shift.

ii. Shifts designated by the Hospital more than 48 hours in advance as eligible for the Pre-Scheduled Short Notice Shift Incentive shall also be paid at an additional $10.00 per hour worked.

iii. The additional $10/hour is only available for pre-scheduled extra shifts. To be eligible, nurses must sign up for the extra shift more than 48 hours in advance of the shift, unless otherwise designated by the Hospital.

iv. To be eligible for the Pre-Scheduled Short Notice Shift Incentive and the additional $10/hr, nurses (including without limitation per diem nurses) must accept an eligible shift beyond the nurse’s regularly scheduled shifts and assigned FTE and nurses must work or be low censused for all their scheduled regular shifts in the pay period. Nurses who use PLH during the pay period are ineligible.

v. Per diem nurses will be eligible to sign up for Pre-Scheduled Short Notice Shift Incentive shifts if they are scheduled to, and work, at least 24 hours in the same pay period.

vi. The Hospital may place a nurse who has accepted an eligible shift on low census or standby according to the CBA. Nurses working Pre-Scheduled Short Notice Shifts shall be first on the low-census rotation according to Article 16, Paragraph A. Nurses shall only be eligible for the Pre-Scheduled Short Notice Shift Incentive and additional $10/hour based on hours worked.

vii. Unless otherwise noted herein, all rules governing the Short Notice Shift Incentive addressed in Appendix A, Paragraph P of the collective bargaining agreement shall apply.

Section 3 Duration of Agreement: This Agreement shall become effective on the first full pay period after full ratification or as soon as administratively possible, whichever is later. Tuality and ONA are committed to the following agreement until March 31, 2021, at which point the parties shall discuss whether or not to extend this MOA. This agreement, however, will expire immediately if the Oregon State of Emergency is lifted.
Tuality Community Hospital

By: Sarahi Soto-Talavera
(Printed Name)

(Signature)

Date: 12/29/2020

Oregon Nurses Association

By: Kelley Fringle
(Printed Name)

(Signature)

Date: 12/30/2020