

EVERGREENHEALTH
and
WASHINGTON STATE NURSES ASSOCIATION

MEMORANDUM OF UNDERSTANDING
COVID-19 PANDEMIC

RECITALS:

- A. The parties share a mutual interest in ensuring the health and safety of patients, families, staff and the community.
- B. Caregivers, including nurses, are on the front lines in the delivery of essential health services to patients during a state of emergency.
- C. The decisions of all parties should be informed by the Centers for Disease Control and Prevention (CDC), the World Health Organization (WHO), Seattle/King County Public Health, the Washington State Department of Health (DOH), and other public health agencies.
- D. The parties wish to work together to take reasonable steps to protect patients, families and staff from unnecessary exposure to COVID-19.
- E. The parties share a mutual interest in ensuring the financial viability of the organization.

It is mutually agreed that due to COVID-19, the following temporary modifications must be made to the working conditions of nurses, some of which may conflict with the collective bargaining agreement.

AGREEMENT:

I. EMPLOYEE HEALTH & WELL-BEING

- 1. A nurse who tests positive for COVID-19 will receive quarantine pay for time missed from work due to illness. Quarantine pay will not deduct from the nurse's Vacation or Sick leave banks. The nurse may also apply for Workers' Compensation. Questions related to quarantine pay and Workers' Compensation should be directed to Human Resources. The Employer reserves the right to discontinue quarantine pay with one month's notice to WSNA.
- 2. During the quarantine period, the nurse is required to participate in the Employer's monitoring process. If criteria is met to return the nurse to work, in accordance with applicable CDC, WHO and/or Employer guidelines, and the nurse nonetheless refuses to return to work, the rights set forth in the preceding paragraph will no longer apply as of the date of the nurse's refusal.
- 3. The Employer will comply with Governor Jay Inslee's Proclamation #20-46 "High Risk Employees – Workers' Rights," which was effective April 13, 2020. The proclamation defines the rights for "high-risk employees" related to alternative work assignments, use of available employer-granted accrued leave or

unemployment insurance in any sequence at the discretion of the employee, maintenance of employer-related health insurance benefits and protection from adverse employment action. The proclamation will remain in place until 11:59 pm on June 12, 2020, unless changed by Governor Inslee. It is understood that the Employer's obligations in this paragraph shall end when the proclamation ends, even if this MOU is still in place at that time.

4. If a nurse misses work because the school or place of care of the nurse's child is temporarily closed by a public official because of COVID-19, the nurse may use the accrued Washington Paid Sick Leave (WPSL) portion of the nurse's Sick leave. The nurse or department must enter a calendar using Sick-PTO (which will use Sick leave hours) for as many hours as the nurse has accrued "WPSL Hrs Tracking" and enter a note in LaborWorkx that the absence is due to a school/daycare closure. Once the nurse has used the WPSL portion of Sick hours, the calendars for the remainder of the missed time must be entered as Vac-PTO (which will use Vacation hours).
5. If a nurse experiences COVID-related symptoms, the nurse should contact the EvergreenHealth Healthline's dedicated COVID-19 line at (425) 899-3555 and press option 2 to be screened for possible testing.
6. Nothing in this agreement is intended to prevent nurses from accessing other governmental benefits for which they may qualify, including but not limited to, unemployment compensation insurance, Federal Family Medical and Leave Act (FMLA) leave, Washington State Paid Family and Medical Leave (PFML), or Workers' Compensation.
7. Upon request from the Union, the Employer will provide the number of its represented nurses who have received quarantine pay.
8. In any unit with a confirmed positive COVID-19 patient, and elsewhere as determined by the Employer, the Employer will provide scrubs for nurses to wear at work in that unit and will provide a place to don and doff the scrubs so they do not have to bring the scrubs home. The Employer will be responsible for laundering the scrubs.
9. In light of the financial hardships that many nurses and their families are facing as a result of the COVID-19 pandemic, the Employer reminds nurses that per Section 10.5 Direct Cash Payment Option in the WSNA collective bargaining unit, "at the nurse's request, accrued vacation hours may be paid off in cash rather than scheduling and taking paid vacation time off."

II. DURATION

This agreement will extend until the Employer's current disaster event is deactivated.

DATED this 20th day of May, 2020.

EVERGREENHEALTH

By: Jessika Grou
Date: 05/26/2020

WASHINGTON STATE NURSES
ASSOCIATION

By: B. O. BRETT PERCIVAL
Date: 5/20/2020

