

MEMORANDUM OF AGREEMENT

The Washington State Nurses Association (WSNA or Association) and Island Hospital (hereafter, Employer) hereby enter into the following Memorandum of Agreement:

RECITALS:

- 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 health care workers 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 Center for Disease Control, World Health Organization, 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. If based upon the recommendations of the CDC guidelines, the Hospital requires a nurse to be quarantined for 14 days due to exposure at the Hospital, the nurse will be placed in a Leave status during this time period. During this Leave period, the nurse may access EIB immediately without meeting the requirement of first utilizing 16 consecutive hours of PTO. Additionally, the nurse may apply for Unemployment and/or L & I benefits based upon the requirements of the statutes that guide benefit eligibility. An Employer representative will be available to assist employees with coordination of federal, state and employer benefits as may be applicable.
- 2. A nurse who self-quarantines based upon the CDC guidelines and the Employee Health Nurse's recommendations related to a nurse's exposure to COVID-19, the nurse shall have immediate access (e.g. no waiting period) to the Extended Illness Bank (EIB) or other time off accruals until the employee is able to return to work based upon the recommendations of the guidelines/recommendations noted above.
- 3. During the quarantine period described in the two scenarios discussed above, the nurse is required to participate in the Employer's monitoring process. If criteria is met to return the employee to work, in accordance with applicable WHO and/or CDC guidelines, and the employee nonetheless refuses to return to work, the rights set forth in the preceding two paragraphs will no longer apply as of the date of the employee's refusal.
- 4. A nurse who is unable to work due to being part of the CDC's high-risk group (older than 65 or with an underlying medical condition) may request an accommodation. If a workplace accommodation cannot be granted, the employee may apply for a Personal Leave of Absence under the terms and conditions of existing leave plans and have access to accrued Paid Time Off (PTO) if granted leave. If the employee's PTO accruals are exhausted during the Leave, the Employer will maintain health insurance until the nurse is deemed eligible to return to work. When possible, telework or alternative assignments may be provided as an accommodation for nurses who are in an at-risk group identified by CDC guidelines.

5. Employees who are not ill but cannot work for a variety of other reasons related to the COVID-19 outbreak (for example, daycare or eldercare needs), the Employee will be placed on a Personal Leave of Absence under the terms and conditions of existing leave plan and may have access to accrued Paid Time Off and Paid Sick Leave. If the employee's paid time off accruals exhaust during the Leave, the Employer will maintain health insurance benefits through the end of the month following the first 30 days of the personal leave in accordance with current hospital policy.
6. The Employer will provide all nurses who have been exposed such as treating a patient who was not confirmed, but later is identified to have COVID-19 with timely notice (within 8 hours of awareness). The notice will include: the date of exposure, assessment of exposure risk and Employer decision on whether it is recommended, based on CDC guidelines, for the nurse to work assigned shifts or be placed in a Leave status. During this Leave period, the nurse may access EIB immediately without meeting the requirement of first utilizing 16 consecutive hours of PTO. Additionally, the nurse may apply for Unemployment and/or L & I benefits based upon the requirements of the statutes that guide benefit eligibility.
7. Any nurse may request testing in accordance with current CDC guidelines. Any employee who within 14 days of developing symptoms has had close contact with a suspect or confirmed case of COVID-19 will be considered a priority for testing. This provision and the availability of employee testing does not mean an employee is ineligible for any of the Leave benefits discussed above without testing.
8. Nothing in this 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.
9. Upon request from the Association, the Employer will provide the number of its represented nurses who are on Leave as well as their current PTO and EIB balance. It will also provide upon request the number of represented nurses who have been exposed, if that information is available.
10. The Employer will exercise best efforts to provide scrubs for nurses to wear when assigned in a patient care area that is considered a risk area for potential exposure to COVID-19, which includes but is not limited to, the ED and the ICU. The Employer will provide employees a place to don and doff their uniforms so they do not have to bring their uniforms home and the Employer will be responsible for laundering the scrubs.
11. In recognition of the cancellations and closures nationwide as well as the increased demand for nurse staffing, the employer will permit continued accrual of PTO beyond one year's accrual, deeming the COVID-19 pandemic to be considered an "unusual circumstance" as referenced in Article 9.6. This will be in effect through December 31, 2020.
12. In light of the financial hardships that many nurses and their families are facing as a result of the COVID-19 pandemic, the Employer will allow employees to cash out any accrued PTO balances in excess of 16 accrued hours each pay period through December 31, 2020.

13. For nurses in all units affected by low-volumes due to the temporary reduction in services mandated as an outcome of the COVID-19 pandemic, the Association and Hospital will agree to temporarily freeze the low-census cap on a non-precedent setting basis effective upon the execution of this Agreement and through June 30, 2020. During the timeframe of April 1 – June 30, 2020, for nurses who are assigned mandatory or voluntarily low-census, the nurse may apply for unemployment benefits under the category defined by Unemployment as “standby” which provides unemployment benefits for eligible employees without obligating the employee to conduct a job search for additional work during this time. The state and federal economic benefits available under current unemployment programs during the COVID-19 pandemic are regulated by guidelines administered through the Employment Security Department (ESD) and this information was provided to nurses working in Surgical Services (OR and Recovery), Interventional Pain and Cardiopulmonary Rehab at the time of the temporary reduction of assigned work hours. A nurse working in Acute Care, ICU, Oncology or the Emergency Department who did not receive a written notification regarding a reduction in assigned work hours in conjunction with information regarding unemployment and who exceeded the mandatory low census cap in Article 11.2.1 prior to the execution of this agreement will receive compensation as defined in the CBA for mandatory low-census hours over the 48 hour cap through April 30th. At that time, the nurse may then apply for Unemployment benefits under the “standby” provision as the Hospital proceeds with the application for the Shared Work program as stated below. The Hospital will provide the required information to facilitate the eligibility determination by the ESD and a Hospital employee will be available to assist employees within the realm of the information available to the Employer.
14. During the first full week of May 2020, the Hospital will meet with WSNA to review our application for the Shared Work program which, if approved through the ESD, would provide unemployment benefits for employees that align with a fluctuating work volume currently experienced in some of our nursing units to expand the pool of nurses eligible to receive unemployment assistance. At this time, the Shared Work program offers enhanced benefits during the COVID-19 pandemic and nurses who would benefit from the Shared Work program would apply under this category instead of the “standby” definition noted above.

DURATION.

This agreement will extend until the Governor of Washington terminates the declared state of emergency.

AGREED this 30th day of April, 2020.

Washington State Nurses Association

By 
Gerard Friesz, Director of Labor Strategies

Island Hospital

By 
Charles T. Hall, CEO