

COVID-19 MEMORANDUM OF AGREEMENT

The Washington State Nurses Association (WSNA or Union) and Arbor Health (hereafter, Employer) hereby enter into the following Memorandum of Agreement regarding the COVID-19 global pandemic:

RECITALS:

- A. The parties share a mutual interest in assuring the health and safety of patients, clients, families, staff and the community to the degree feasible during this global pandemic.
- B. Nurses are on the front lines in the delivery of essential health services to patients during a State of Emergency.
- C. The parties wish to work together, to the degree feasible, to take reasonable steps to protect nurses from unnecessary exposure to COVID-19.

AGREEMENT:

I. EMPLOYEE HEALTH & WELL-BEING

1. A nurse who the Employer does not permit to work due to exposure to COVID-19 disease shall have access to accrued sick leave, if they are eligible for such leave, during any quarantine period required by the Employer. Paid leave status may be a combination of L&I Workers Compensation and accrued sick leave.
2. A nurse who has a health condition that the nurse believes would endanger the nurse if the nurse were to work their normal shift may request an accommodation. The Employer's standard accommodation process will apply. If a reasonable workplace accommodation cannot be granted, the employee may apply for a leave of absence under the terms and conditions of existing leave plans and have access to accrued time off benefits if granted leave.
3. There may be employees who are not ill but cannot work for a variety of other reasons related to the COVID outbreak, for example, daycare or eldercare needs. Such nurses, if approved for leave, may use PTO and sick leave.
4. The Employer will provide all nurses who have been exposed to COVID-19 (such as treating a patient who was not confirmed, but later is identified to have COVID-19) with notice of a patient who has tested positive for COVID-19 as soon as reasonably possible after Employer's notice of the diagnosis. The written notice will include: the date of exposure and the Employer's decision on whether to permit the nurse to work.
5. Nurses will be offered testing for COVID-19 in accordance with Employer's procedure, based on test availability.
6. 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. The Employer will apply the Families First Coronavirus Response Act to nurses in the same manner as for all other Arbor Health employees

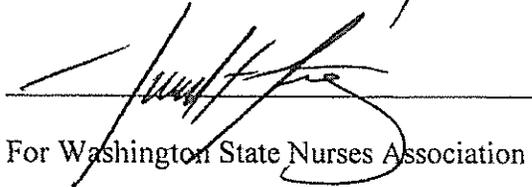
(i.e., if Employer exempts nurses from the FFCRA, it will do so for all other Arbor Health employees as well).

7. Upon request from the Union, the Employer will provide the number of its represented nurses who are on leave as well as their paid leave accrual balance.
8. Except as otherwise explicitly provided in this Agreement, the terms of applicable collective bargaining agreements will remain in effect.
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 will allow employees to cash out any accrued PTO balances in 2020 pursuant to the language of Article 11.6..

II. DURATION.

This agreement will extend until the Employer's Disaster Response is deactivated.

DATED this 7th day of May 2020.


For Washington State Nurses Association


Employer