

MEMORANDUM OF AGREEMENT

The Washington State Nurses Association (WSNA or Union) and Ocean Beach 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 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:

I. EMPLOYEE HEALTH & WELL-BEING

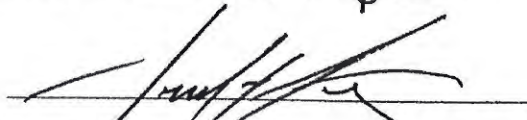
1. A nurse who the Employer does not permit to work due to exposure to COVID-19 disease shall be placed in paid leave status during any quarantine period required by the Employer. Paid leave status may be a combination of L&I Workers Compensation and Employer-paid FFCRA leave. An Employer representative will be available to assist employee with coordination of federal, state and employer benefits as may be applicable.
2. A nurse who self-quarantines based on concern of social exposure to COVID-19 shall have immediate access (e.g. no waiting period) to Employer-paid FFCRA leave or other time off accruals until the employee is able to return to work (if the nurse has paid time off benefits).
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 at-risk group (older than 60 or with an underlying medical condition) may request an accommodation. If a 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. If the employee's paid time off accruals exhaust during the leave, the Employer will maintain health insurance benefits until the employee is deemed eligible to return to work by the Employer. When possible, alternative assignments may be provided as an accommodation for nurses who are in an at-risk group identified by CDC guidelines.
5. 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, may use PTO and Employer-paid FFCRA leave.

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 notice within eight (8) hours of Employer notice of the diagnosis. The written notice will include: the date of exposure, assessment of exposure risk and Employer decision on whether to permit the nurse to work or placed on paid leave. If given electronically, the Union will be provided a copy of the written communication. The Union will treat this information in a confidential manner.
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 could not be eligible for any of the paid 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 Union, the Employer will provide the number of its represented nurses who are on leave as well as their paid leave accrual balance. It will also provide upon request the number of represented nurses who have been exposed, if that information is available.
10. Except as otherwise explicitly provided in this Agreement, the terms of applicable collective bargaining agreements will remain in effect.
11. The Employer will encourage nurses to bring a change of clothes to work and will provide employees a place to don and doff their scrubs.
12. In recognition of the cancellations and closures nationwide as well as the increased demand for nurse staffing, any caps on PTO accrual that would otherwise exist will be lifted until December 31, 2020 or as mandated by state and federal regulations.
13. 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 once a month until December 31, 2020, as long as this does not cause a financial hardship to the employer.

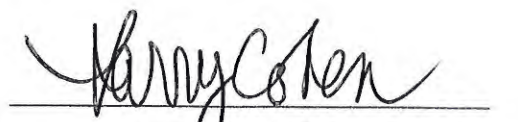
II. DURATION.

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

DATED this 13th day of Apr, 2020.



For Washington State Nurses Association



Employer
CEO
OBAMC
4/14/2020