

MEMORANDUM OF AGREEMENT

The WSNA and Overlake Hospital Medical Center (“Overlake”) enter the following Memorandum of Agreement in response to ongoing health concerns presented by the COVID-19 virus.

RECITALS:

- A. The parties share a mutual interest in assuring the health and safety of patients, visitors, staff and the community.
- B. Nurses are on the front lines in the delivery of essential health services to patients in need.
- C. The decisions of all parties should be guided by the Center for Disease Control, the King County Public Health Department and other public health agencies.
- D. The parties wish to work together to take reasonable steps to protect patients, visitors and staff.
- E. Overlake is willing to enter this agreement, which Overlake views as describing actions it has already taken and further committing to continuing action within its management rights consistent with the collective bargaining agreement between Overlake and WSNA (“CBA”)

AGREEMENT:

- 1. Overlake commits to considering the guidance provided by the Center for Disease Control, the King County Public Health Department and other public health agencies.
- 2. WSNA agrees to work with Overlake as Overlake determines the necessary steps to protect patients, visitors and staff. WSNA shall not direct nurses to act inconsistently with Overlake’s directions and policies to assure the health and safety of patients, visitors and staff. Nothing in this Memorandum of Agreement is intended to detract from rights nurses have under federal, state and local laws or the collective bargaining agreement.
- 3. A nurse who is unable to work as a result of Overlake’s determination that they are on quarantine status due to a documented Overlake patient care exposure shall be placed on paid administrative leave status until the employee is able to return to work. Once illness or injury is established and the employee becomes covered by or is eligible for State workers’ compensation, employee may use EIB and other available benefits for ill or injured employees. Nurses may request leave consistent with Overlake policy or collective bargaining agreement.

4. Overlake will provide reasonably prompt notice to nurses who have been determined to have been exposed to a COVID-19 positive patient at Overlake. The notice will include, where feasible: the date of exposure, assessment of exposure risk and Overlake decision on whether to permit the nurse to work or be placed on paid administrative leave.
5. Overlake shall provide WSNA information about the number of nurses who have been determined to have been exposed to COVID-19 at Overlake and the number of nurses who are unable to work as a result of Overlake's determination that they are on quarantine status. WSNA shall, in requesting any other information, take into account the changing nature of the ongoing health concerns and the demands on Overlake staff presented by the COVID-19 virus.
6. 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. The request shall be evaluated by Overlake. The nurse shall cooperate in Overlake's evaluation of the request. If a workplace accommodation cannot be granted, the employee may apply for a leave under the terms and conditions of existing leave plans and have access to accrued time off benefits if granted leave. If the employee's PTO 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 feasible, telework or alternative assignments may be provided as an accommodation for nurses or health care workers who are in an at-risk group identified by CDC guidelines.
7. Nurses in units that have significant reductions in services and are designated by Overlake may elect to apply for furlough status. Furlough status is a voluntary, temporary layoff status utilized by Overlake that is intended to permit an employee whose services are not needed to apply for and receive unemployment compensation. While on furlough status, a nurse is not working and is, accordingly, not earning wages. Nurses shall maintain their seniority while on furlough. A nurses' accrual of PTO and EIB is suspended while on furlough. Overlake will maintain other employer-paid benefits for employees on furlough. Overlake will determine in its discretion whose applications for furlough status are accepted. Priority will be given to applications for furlough status on a first-come basis. Overlake will determine the number of employees on furlough status and the timing of the return of employees from furlough status. Employees will be returned to the FTE status held and shift worked before going on furlough status. Employees who do not timely return shall be considered a quit. If permanent or prolonged reductions in staffing occur, Overlake will implement the layoffs in accordance with Article 9 of the CBA. Nothing in this Memorandum of Understanding is intended to limit Overlake's right to use furloughs, including without limitation on a non-voluntary basis, after this Memorandum of Agreement expires.

8. In light of the financial hardships that many nurses are facing as a result of the COVID-19 pandemic, during 2020 Overlake will allow nurses to apply for a hardship cash out of their accrued PTO balance on a one-time only basis.
9. This Memorandum of Agreement is not intended to modify or displace the collective bargaining agreement. Accordingly, disputes arising about the application of the Memorandum of Agreement are not subject to the grievance and arbitration terms of the collective bargaining agreement. The parties agree that the dispute resolution procedure for the Memorandum of Agreement is described in this section. Employees having concerns about the application of the Memorandum of Agreement may meet with their manager or Overlake HR to discuss the issue. If WSNA has concerns about the application of the Memorandum of Agreement it should meet with the Overlake HR. The final resolution of concerns arising under the Memorandum of Understanding shall be at Overlake's sole discretion.
10. Nothing herein is intended to diminish employee rights under COVID-19-related legislation. In the event such legislation confers greater rights to employees than what is contained in this Memorandum of Agreement, the legislation shall govern.
11. 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.
12. This Memorandum of Agreement expires when Overlake declares that its emergency response to the current COVID-19 condition has ended. In all events, this Memorandum of Agreement shall not continue for more than six (6) months.

For WSNA

For Overlake Hospital Medical
Center

Date

Date