

## MEMORANDUM OF UNDERSTANDING

The Washington State Nurses Association (“Union”) and Seattle Children’s Hospital (“Employer”) hereby enter into the following Memorandum of Understanding in response to ongoing health concerns presented by the COVID-19 virus.

### PRINCIPLES:

- 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 in need.
- C. The parties wish to work together, to the degree feasible, to take reasonable steps to protect patients, clients, families and staff from unnecessary exposure to COVID-19 during this global pandemic.

### UNDERSTANDING:

- 1. The Employer commits best efforts under the circumstances to adhere to applicable public health guidelines, including the Center for Disease Control guidelines, State of Washington Department of Health guidelines, King County Public Health guidelines on COVID-19 virus related to the health and safety of patients, clients, families and staff. This language does not prevent the Employer from exceeding the guidance referenced here.
- 2. Article 13.16 – *Exposure to communicable disease* in the current Collective Bargaining Agreement remains in effect.
- 3. A nurse who the Employer does not permit to work due to the nurse being symptomatic or testing positive for COVID-19, and the exposure being traced back to a patient who tested positive for COVID-19 shall be placed in paid leave status with no loss of pay or accrued time off (after reimbursements) until the Employer permits the employee to return to work. Departments may request that such nurses complete tasks that can reasonably be completed from home during paid leave.
- 4. 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. Nothing in this paragraph is intended to broaden the Employer’s legal obligations under the Americans with Disabilities Act, as amended. 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. The employee will remain responsible for paying their portion of health insurance premiums while out on leave, as is the past practice by the Employer.
- 5. 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 notice of the diagnosis. The written notice (including email) will include: the date of exposure and Employer decision on whether the nurse may continue working despite the exposure or will be placed on paid leave.

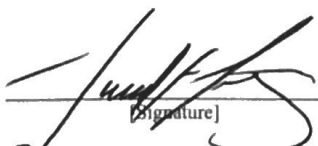
6. Nurses will be offered testing for COVID-19 in accordance with Employer's policy, based on test availability.
7. Nothing in this Understanding is intended to prevent employees from accessing other state benefits for which they may qualify, including but not limited to unemployment compensation insurance, paid family and medical leave, or workers compensation.
8. Cancellation of services and redeployment – the employer will attempt to provide alternative work to meet the employee's FTE. The Employer may assign nurses to work assignments in units, departments, the labor pool, and functions other than the nurse's current unit, department, or function that the nurse is deemed qualified to perform, including roles outside of the nursing bargaining unit. Nurses will not be assigned to perform tasks or procedures specifically applicable to the nursing unit for which they are not qualified or trained to perform. If there is no work available, a nurse may elect to not be paid, may utilize the no-pay bank provisions if eligible, or may use annual leave (or sick leave until June 21, 2020) to meet their FTE. If a nurse refuses work, the nurse may use annual leave only. Nurses will receive their existing rate of pay regardless of the role or function to which they are assigned. Additionally, a nurse will accrue benefits such as annual leave, sick leave, applicable shift premiums, or any other contractual benefits for all hours worked.
  - A. All such work described above shall be provided in accordance to the CBA such as in 5.6 Floating, with the exception of the order of floating or other applicable contract provisions. The employer may deviate from the order of floating in Section 5.6 when management deems necessary to ensure the necessary skills, competencies or certifications are preserved in a unit. Nurses will not receive a premium for floating other than if they are in the Float Pool.
  - B. A nurse experiencing reduced hours during the COVID 19 crisis will receive a work schedule and location/unit, where reasonably possible, three (3) days in advance of the work to be completed. A nurse who is unable to respond to a shift scheduled with less than three (3) days' notice will not receive an "occurrence" under the Employer's attendance policy. However, such nurse will report to work as soon as reasonably possible.
  - C. If there is a reduction in a nurse's available work and alternate work is not available per Paragraph 8, then the Employer may offer the affected nurse a temporary "standby unemployment" layoff or reduction of hours through the SharedWork Program, for the purpose of collecting unemployment benefits for a period not to exceed 60 days, without going through the reduction of hours/furlough/layoff procedure/requirements under the collective bargaining agreement. Nurses offered this type of reduction of hours/furlough/layoff must apply for unemployment benefits themselves, and the Employer will support their request for "standby unemployment" or SharedWork in responding to the Washington Employment Security Department. Eligibility for "standby unemployment" or SharedWork and the grant of unemployment benefits is not controlled by the Employer. Nurses

placed on this status will not receive standby pay. Nurses who are given reduced hours, will remain on Employer-paid health benefits and receive Employer retirement contributions. Nurses who are on standby unemployment layoff will remain on Employer-paid health benefits, basic life and long-term disability insurance, and receive Employer retirement contributions through August 31, 2020. If a nurse has elected benefits that are partially or fully paid by the nurse, the cost of these benefits will be deducted from the nurse's pay as normal if the nurse recorded paid hours during the same pay period as on standby unemployment layoff or SharedWork. If a nurse has elected benefits that are partially or fully paid by the nurse and the nurse has not recorded paid hours, then the nurse will be responsible for paying for their portion of benefit costs upon their return to work. Nurses are advised to consult with the Washington Employment Security Department regarding how the use of accrued leave might affect the nurse's eligibility for unemployment benefits. "Standby unemployment" layoffs shall not trigger cashout of leave or loss of seniority.

9. In light of the financial hardships that nurses and their families may be facing as a result of the COVID-19 pandemic, the Employer will allow employees to cash out any accrued annual leave balances as long as the nurse applies for cash out pursuant to the Employer's program, and the nurse's circumstances qualify as an "unforeseeable emergency" under IRS regulations. These payouts are consistent with benefits offered to other non-represented employees.
10. The employer shall permit parking in the on-campus parking garage at a reduced cost to nurses until the employer resumes shuttle service to off-site parking locations. This benefit is consistent with benefits offered to other non-represented employees, and is temporary due to COVID-19. Nurses will be notified when this temporary benefit will end.
11. Any disputes regarding this Understanding will be resolved through the grievance process under the parties' collective bargaining agreement.
12. This Understanding will extend until the Governor of Washington terminates the declared state of emergency. If the Governor declares another State of Emergency related to COVID-19 before December 31, 2020, the provisions of this LOA shall become effective again at that point, assuming the same issues are relevant during subsequent state of emergency declarations and shall sunset when that State of Emergency is lifted.

WASHINGTON STATE NURSES ASSOCIATION

SEATTLE CHILDREN'S HOSPITAL

By:   
[Signature]  
GERARD FRIESZ  
[Print Name]

By: \_\_\_\_\_  
[Signature]  
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[Print Name]

5-20-2020  
Date

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Date