

**Memorandum of Understanding (“MOU” or “Agreement”)  
By and Between  
Skagit Regional Health and Washington State Nurses Association**

**Response to COVID-19 Pandemic**

Skagit Regional Health (“Employer”) and the Washington State Nurses Association (“WSNA”) acknowledge that due to the COVID-19 (coronavirus) outbreak, the Employer has initiated emergency operations, which include focusing on essential operations and curtailing other activities to focus and conserve resources and reduce potential for COVID-19 exposures. Accordingly, to avoid disputes concerning the proper application of the parties’ collective bargaining agreement (“CBA”) during the COVID-19 state of emergency, the parties agree on the following for the nursing bargaining unit at Skagit Valley Hospital:

**DEFINITIONS**

1. “Layoff” as used herein shall have the definition set forth in Article 14.1 of the CVHNA CBA.
2. “Low census” as used herein shall have the definition set forth in Article 4.14 and 6.21 of the CVHNA CBA.
3. “Standby unemployment” as used herein shall have the same meaning as “standby” as defined by WAC 192-110-015(1)(a)(i), as amended by COVID-19 emergency rule WSR 20-08-032, and any successor regulation.<sup>1</sup>
4. “SharedWork” as used herein shall have the same meaning as the “Shared Work Program” defined by WAC 192-250-005 *et seq.*

1. Personal Protective Equipment. The Employer will use all reasonable efforts to provide Personal Protective Equipment (PPE) to nurses as appropriate for the clinical care setting. Reasonable efforts shall include seeking to obtain PPE that is in accordance with Guidelines established by the Centers for Disease Control (CDC), the World Health Organization, and the Washington State Department of Health.

2. Screening. The Employer may screen nurses for symptoms of COVID-19 consistent with or exceeding existing CDC or State or County Department of Health guidelines and protocols as necessary to ensure the safety of the nurse, co-workers, and patients. Refusal to submit to such screening may result in the nurse being sent home on unpaid administrative leave. In such event, the nurse may not use annual leave and sick leave accruals. To the extent that any protected health information is collected as part of the screening process, the Employer shall treat the identifiable information gathered in the screening process as confidential medical records.

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<sup>1</sup> WSR 20-02-032 defines “Standby” in WAC 192-110-015(1)(a)(i) to mean “you are temporarily unemployed because of a lack of work but: (i) You expect to return to work with your regular employer with-in twelve weeks.

3. COVID-19-Related Absences. If the Employer does not permit a nurse to work due to exposure to COVID-19 disease, or if a nurse is experiencing symptoms of a contagious disease, or if a nurse is out sick with COVID-19, or if a nurse is quarantined for reasons other than self-isolation as a result of exposure or symptoms of COVID-19, the nurse may utilize their sick leave hours, any other contractual accrued paid leave, or any paid time off available under any local, state, or federal law, at the nurse's choice. If such accrued time off exhausts during the period of leave, the employee shall be allowed time off without pay, and the Employer shall fully maintain all employer-related health insurance benefits until the employee is deemed eligible to return to work. Any time off work under this provision shall not count as an absence for disciplinary purposes. The Employer shall treat any protected health information obtained in the course of administering this provision as confidential medical records.
4. At-Risk Nurses. A nurse who has a health condition that the nurse believes would endanger the nurse if the nurse were to work their normal shift due to being part of the CDC's at-risk group (older than 65 or with an underlying medical condition listed by the CDC), may request an accommodation. The Employer shall adhere to the Governor's proclamation 20-46 regarding high-risk employees.
5. Notice of Known Exposure At Work. The Employer will provide all employees 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 exposure by phone call or text as soon as reasonably possible after Employer's notice of the diagnosis. The Employer will include instructions on how to proceed regarding work, depending on symptoms.
6. Testing. Nurses will be offered testing for COVID-19 in accordance with CDC guidelines, based on test availability.
7. Layoffs. Except for a Standby unemployment or SharedWork situation as defined herein, layoffs shall be governed by the WSNA CBA.
8. Standby Unemployment or SharedWork Allowed. Only for the duration of this MOU, if there is a reduction in a department's available work due to COVID-19 and/or the Washington governor's orders or proclamations related to COVID-19 necessitating a temporary reduction in staffing in that department (hereafter, "COVID-19-related lack of work"), the Employer may place employees on standby unemployment or SharedWork in accordance with the provisions of this MOU. The process to place employees on standby unemployment or SharedWork, as outlined in paragraphs below, applies on a department-by-department basis, not an employee-by-employee basis. The mandatory low census cap in Article 11.2 of the parties' CBA applies except as specifically modified by this MOU. The Employer shall use the tools in paragraphs 8 through 12 to address COVID-19-related lack of work rather than placing nurses on mandatory low

Nurses placed on standby unemployment or SharedWork will not receive standby pay provided for under the CBA during the period of standby unemployment or SharedWork. Nurses who are placed on standby unemployment or SharedWork shall remain on Employer-paid health benefits and the Employer shall continue retirement plan benefits for such nurses pursuant to the terms of the Employer's retirement plan. A nurse's placement on standby unemployment or SharedWork shall not trigger cashout of leave or result in loss of seniority.

9. Offers To Be Among Those Placed On Standby/SharedWork. Only for the duration of this MOU, where COVID-19-related lack of work exists in a department, the Employer may invite nurses to volunteer to be among those placed on standby unemployment or SharedWork. A nurse may offer to be placed on standby unemployment or SharedWork at any time during the term of this MOU. The length of the standby unemployment or SharedWork status under this Section will be by mutual agreement between the Employer and the nurse, subject to the notice, return and duration language in Paragraphs 14, 15 and 21, but no less than 2 weeks and no longer than the period of this Agreement. The Employer shall have limited discretion on whether to accept a nurse's offer to be among those placed on standby unemployment or SharedWork, based on need to balance shifts and/or roles in the department. If the Employer accepts a nurse's offer to be among those placed on standby unemployment or SharedWork, and the nurse's application for unemployment benefits is denied by the Employment Security Department, then the nurse shall be immediately returned to their job, shift, schedule, and FTE, and the nurse shall not be allowed to volunteer to be among those placed on standby unemployment or SharedWork. If there are more volunteers than FTE needed to be placed on standby unemployment or SharedWork, the Employer will grant requests for Standby Unemployment or SharedWork in order of seniority, subject to the limited discretion discussed above. Upon return to work, such nurses shall be subject to sections 10-12 with the understanding that such nurses will have already taken a rotation on Standby Unemployment or SharedWork.

10. Floating. For the duration of this Agreement, the Employer may assign nurses on a scheduled or daily basis to work on any unit, department, or clinic to meet patient care needs. The Employer may also allow all represented nurses to volunteer for roles or functions, including across bargaining unit lines, other than those for which the nurse was hired. The Employer will give reasonable notice under the circumstances to nurses of changes to schedules or shifts. The Employer will inform a nurse of the offered assignment and shift in another acute care hospital before the nurse volunteers for the assignment/shift. Nurses will receive orientation appropriate to the assignment/unit/facility/clinic in accordance with the floating and orientation provisions of the CBA (Sections 11.2 and 11.2.1, respectively), and such orientation shall include safety procedures and unit/area specific protocols. Orientation will be dependent upon the nurse's previous experience and familiarity with the unit/facility/clinic/role to which such nurse is assigned. Nurses will be expected to perform all job functions but will not be required to perform tasks or procedures specifically applicable to the unit/facility/clinic/role for which they have not been trained. Nurses will receive the rate of pay to which the nurses are entitled under the collective bargaining agreement regardless of the role or function to which they are assigned, plus any premiums to which the nurses are entitled to under this MOU. Nurses who refuse to

float within their hospital/bargaining unit as offered, or to screening facilities as offered, will not have hours off work apply to their mandatory low census maximum/cap. If a nurse impacted by COVID-19-related lack of work has reached their forty-eight (48) hour limit for mandatory low census and they refuse to float within their hospital/bargaining unit as offered, they will not be paid by the Employer for those hours off work except per paragraphs 3, 4 (as applicable), or 11 of this MOU and any applicable provisions of the CBA. Such nurses are subject to paragraphs 9 and 12 of this MOU.

All work performed by nurses floated to a location that is under a different collective bargaining agreement shall be paid and subject to their home contract, except that nurses who float from one acute care hospital to another, will receive a premium of \$2.00 per hour of floating, and may be eligible for mileage based on Employer's mileage policy.

11. Use of Annual Leave/Sick Leave. If COVID-19-related lack of work still exists in a department after the Employer uses the options described in Sections 9 and 10 of this Agreement, the Employer shall immediately offer that a nurse or nurses in that department may, until May 17, 2020, utilize their sick leave hours to stay home and offset income loss. Nurses in this scenario who use sick leave hours will not have hours off work apply to their mandatory low census maximum/cap. If a nurse chooses not to use their annual leave or sick leave hours, then the Employer may use the options available under Section 12 of this MOU.

12. Additional Standby Unemployment and SharedWork. Only for the duration of this MOU, if COVID-19-related lack of work still exists in a department after the Employer uses, as applicable, the options described in Sections 9, 10, and 11 of this MOU, then the Employer may, without first placing nurses on mandatory low census, place a nurse or nurses in that department on standby unemployment or SharedWork based on reverse seniority within the department. Nurses shall be placed on standby unemployment or SharedWork for a rotation no longer than two weeks; when they are returned to work they will be placed at the end of the seniority list for the purposes of this paragraph of this MOU. Sections 11.3 – 11.12 of the WSNA CBA, including but not limited to bumping, shall not apply to standby unemployment or SharedWork under this Agreement. The Employer shall cease floating all Cascade Valley Hospital nurses to Skagit Valley Hospital before placing any WSNA-represented nurse on standby unemployment or SharedWork under this Section. No nurse will remain on standby unemployment or SharedWork beyond the duration of this MOU.

13. Unemployment Benefits. Nurses on standby unemployment or SharedWork retain the responsibility to apply for unemployment benefits themselves. The Employer will fully support nurses' requests for unemployment benefits caused by the Employer's placement of nurses on standby unemployment or SharedWork, including in responding to the Washington Employment Security Department. The Employer shall take all affirmative steps necessary under the applicable regulations to assist nurses to qualify for standby unemployment and/or SharedWork, including by, within a reasonable time after execution of this MOU, submitting a signed shared work plan application to the commissioner for approval and notifying Employment Security

Department that the Employer authorizes “standby” status for all nurses placed on standby unemployment. Eligibility for unemployment benefits is not controlled by the Employer.

14. Notice. Prior to placing any nurse on standby unemployment or SharedWork, the Employer shall provide WSNA and the nurse notice of its intent to place such nurse on standby unemployment or SharedWork and the anticipated date on which the Employer expects the nurse to return to work. The date on which the Employer actually returns the nurse to work with the Employer, or returns the nurse to regular hours, as applicable, is dependent on the rate of increase in patient census in the nurse’s unit, and the terms of this MOU. In the event the Employer returns a nurse to work from standby unemployment but is unable to immediately restore the nurse’s FTE, the Employer will offer the nurse the opportunity to participate in SharedWork. Except in the event of a patient surge, the Employer shall provide the nurse with at least 72 hours’ notice before returning the nurse to work. Nurses placed on standby unemployment or SharedWork under section 12 shall be called back to work based on seniority within the department, subject to the skills and abilities needed to complete available work.

15. Right to Return to Work. On or before the expiration of this Agreement, any nurse placed on standby unemployment shall have the right to return to work with the Employer in the nurse’s job, shift, schedule, and FTE that the nurse had at the time they were placed on standby unemployment, except that the nurse’s return to a full schedule and FTE will be subject to availability of work, dependent on the rate of increase in patient census in that nurse’s unit.

16. Additional Annual Leave Cashout. In addition to cash out options under the Employer’s policy, nurses may request a hardship exception to such policy to cash out additional Annual Leave hours. Examples of hardship that will qualify shall include but not be limited to unexpected out-of-pocket medical expenses, a substantial drop in household income, uninsured loss, imminent risk of loss of housing, and substantial increase in child care costs. During the term of this Agreement, if, due to work for the Employer, the nurse is unable to take vacation such that the nurse would exceed contractual limits on Annual Leave accrual, the nurse may apply to cash out Annual Leave hours to avoid hitting the contractual limit.

17. Telework. In an effort to reduce the number of staff on site, conserve resources, and limit potential exposures, the Employer may implement temporary telework arrangements with staff whose job duties the Employer concludes are conducive to working from home. Initially, the Employer will seek volunteers from those whose job duties the Employer concludes are conducive to working from home. But the Employer, at its discretion, may make telework mandatory. Expectations regarding telework will be bargained with the Association.

18. Information Re: COVID-19 Response. To maintain a regular and accurate single source of information about the Employer’s evolving response to the COVID-19 crisis, the Employer will provide the Association with copies of documents released by the Employer’s Public Information Officer.

19. Reservation of Rights.

19.1 Nothing herein is intended to diminish nurse rights under COVID-19 related legislation if the nurse is eligible and not exempted.

19.2 Nothing in this MOU shall be construed to modify any rights or obligations under the WSNA Collective Bargaining Agreement, except where expressly provided herein. Except as otherwise explicitly provided in this Agreement, all terms of the current Collective Bargaining Agreement shall remain in effect.

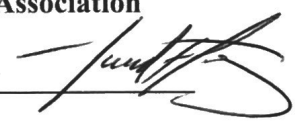
19.3 Nothing in this MOU is, or shall be construed to be, a waiver of any right or obligation to bargain.

19.4 Nothing in this MOU is, or shall be construed to be a waiver of, and shall not alter or diminish, any right a Nurse has under any local, state, or federal law.

20. Dispute resolution. Any disputes regarding the Employer's compliance with this MOU shall be resolved in accordance with the grievance and arbitration provisions of the CBA.

21. Duration. This Agreement shall remain in effect for the sooner of two months (with the Employer's option to extend for 30 more days) or until the Governor of Washington has lifted the currently declared State of Emergency. Unless specifically extended above, no portions of this Agreement shall survive beyond the duration of the Agreement.

**For Washington State Nurses Association**

GERARD FRIESZ 

**Printed Name**

**Date**

5/14/2020

**For Skagit Regional Health**

**Printed Name**

**Date**