

MEMORANDUM OF AGREEMENT

The Washington State Nurses Association, SEIU 1199NW Healthcare Union, and United Food and Commercial Workers Union (Unions) and CHI Franciscan (Employer) hereby enter into the following Memorandum of Agreement 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.
- B. Nurses and other healthcare workers 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 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:

- 1. A nurse or healthcare worker who the Employer does not permit to work due to exposure to Covid -19 disease while at work shall be placed in paid leave status during any required quarantine period. Paid leave status may be a combination of L&I Workers Compensation and employer paid administrative leave. The combination of which will ensure the employee will experience no loss of pay or accrued time off until such time as the Employer permits the employee to return to work. An employer representative will be available to assist employee with coordination of federal, state and employer benefits as may be applicable.
- 2. A nurse or healthcare worker who self-quarantines based on concern of social exposure to COVID-19 shall have access to extended illness bank on day 1 until the employee is able to return to work.
- 3. During the quarantine period described in both situations above, the healthcare worker is required to participate in the Employer's monitoring process. If criteria is met to return the employee to work, in accordance with CDC guidelines, and the employee nonetheless refuses to return to work, the rights set forth in paragraphs 1 and 2 will no longer apply.
- 4. A nurse or healthcare worker who travels to a foreign country on the CDC's high risk list, will need to be quarantined for 14 days when they return. EIB would not be applicable and the nurse or healthcare worker would need to use PTO or other benefits available under statutory rights.
- 5. A nurse or healthcare worker 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 will be granted a leave of absence and have access to accrued time off benefits. If the employee's paid time off accruals exhaust during the leave, Employer will work on a case by case basis with the employee to ensure

appropriate continuation of medical benefits until the employee is deemed eligible to return to work by the Employer.

6. When possible, telework or alternative assignments may be provided as an accommodation for nurses or healthcare workers who are in an at-risk group identified by CDC guidelines.
7. The Employer will provide all nurses or healthcare workers who have been exposed, such as treating a patient who was not confirmed, but later is to have COVID-19 with written notice within eight (8) hours of known exposure. The written notice will include: the date of exposure, assessment of exposure risk and Employer decision on whether to permit the nurse or healthcare worker to work or placed on paid leave.
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. No less than weekly, the Employer will provide the Union with the number of its represented nurses or healthcare workers who have been exposed and the leave status of the employee.
10. Duration of this agreement is no later than when the Franciscan Regional Disaster Plan is inactivated.

DATED this 15th day of March, 2020:

WSNA

CHI FRANCISCAN

SEIU

UFCW

