

## MEMORANDUM OF AGREEMENT

The Washington State Nurses Association (WSNA) and SEIU 1199NW Healthcare Union (SEIU) (collectively, "Unions"), and PeaceHealth St. Joe's (Employer) hereby enter into the following Memorandum of Agreement ("Agreement") in response to the COVID-19 crisis.

### RECITALS:

- 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 health care workers 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:

1. A caregiver who the Employer does not permit to work due to probable occupational exposure to COVID-19, or experiencing symptoms of COVID-19 or testing positive after probable occupational exposure to COVID-19 shall receive paid administrative leave with no loss of pay or accrued time off until the Employer permits the employee to return to work. See attached, Exhibit 1 PeaceHealth's Novel Coronavirus (COVID 19) Employee Health FAQs.
  - 1.1 All employees will have access to up to 80 hours of COVID-19 paid sick-time, as set forth in Exhibit 2. This leave can be used for all employees experiencing symptoms of COVID-19 regardless of whether it is a result of probable occupational exposure or not.
2. A caregiver who is unable to work as a result of a quarantine status from community or non-occupational exposure or experiencing symptoms of COVID-19 or testing positive from community or non-occupational exposure may also elect to use PTO, EIB (with no waiting period) (if applicable), unpaid time off, or voluntary low census with no loss of health and welfare benefits if they are not experiencing symptoms.
3. The Employer will provide all caregivers who have been exposed to COVID-19 with notice as soon as possible. The notice will include: the date of exposure, assessment of exposure risk and Employer decision on whether the caregiver can return to work or must be placed on quarantine.
4. There may be employees who are not ill, but cannot work for a variety of other reasons related to the COVID outbreak. They may use PTO and EIB (if applicable).
5. Any nurse or health care worker may request testing in accordance with current CDC guidelines. Any employee who within 14 days of developing symptoms has had close

contact with a suspected 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.

6. The Employer will provide the Union with the number of Union caregivers who have been exposed as well as the number placed on quarantine.
7. A caregiver 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, including EIB benefits (if applicable) in accordance with the law. The caregiver may also use their unused and available COVID-19 paid sick-time bank to supplement this time until the Employer's Disaster Response is deactivated
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 or health care workers who are on leave as well as their paid leave accrual balance. It will also provide upon request the number of represented nurses or health care workers 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 provide scrubs to employees in designated units including any unit in which patients who are suspected or positive for COVID-19 are treated. The Employer will provide employees a place to don and doff their uniforms, so they do not have to bring their uniforms home. The Employer will be responsible for laundering Employer-provided scrubs. As resources allow, the Employer will provide scrubs to all employees who desire them.
12. In recognition of the cancellations and closures nationwide as well as the increased demand for nurse and health care worker staffing, any PTO balance limits will be lifted through the end of the pandemic. For approved time off, Caregivers can utilize the unused accrued hours through 1/2/2021. Upon restoration of PTO balance limits, all unused accrued hours over the limits will be cashed out to the caregiver.
13. In light of the financial hardships that many nurses and health care workers and their families are facing as a result of the COVID-19 pandemic, the Employer agrees to expand eligibility for PTO cash out due to financial hardship, including unexpected significant reduction in household income. Cashing out PTO due to financial hardship is limited to once every 30 days and may not reduce PTO balance below 80 hours.

14. The Employer will provide caregivers with pay protection between April 1- May 1, 2020 pursuant to PeaceHealth's Position and Pay Protection program.

## **II. FLOATING**

1. In light of changes in the Employer's operations in response to COVID-19, the parties recognize that nurses and health care workers may need to float from their home department or unit.
2. Prior to implementing low census the caregivers' manager or the staffing office will work with the caregiver to make them available in the labor pool, to be eligible for the pay protection mentioned in section 1, article 14. Prior to implementing low census, a reduction in hours, or a layoff, the Employer will offer impacted nurses or health care workers the option of floating to another unit, department, or facility whenever possible.
3. Training & Experience: The Employer is responsible for providing appropriate orientation and training to a nurse or health care worker necessary to safely care for the assigned patients. Float work assigned will comply with the Washington state standards of nursing practice.
4. Employees will be provided department orientation and training to safely care for the assigned patients. Minimum orientation/training includes: 1) correct use and fitting of personal protective equipment; 2) geography of the work area; 3) location/use of supplies/equipment; 4) healthcare team contact information; 5) shift routines; 6) required documentation; 7) safety procedures; 8) unit/area-specific protocols; 9) partnering with a more experienced nurse as a resource if possible.
5. Except as otherwise explicitly provided in this Agreement, the Float terms of applicable collective bargaining agreements will remain in effect. This includes Article 7.15 of the WSNA contract and the MOUs on Floating in Imaging Modalities and Floating on Nursing Units for CNA, Patient Team Support, and Unit Coordinator in the SEIU 1199NW agreements.
6. Employees will only be required to take a Labor Pool assignment on their regularly scheduled days except by mutual agreement, or if they have accepted an extra shift, or as provided for in the applicable collective bargaining agreement Nothing in this agreement prohibits Employees from volunteering for Float assignments on a more frequent basis than their regularly scheduled days. Employee schedules may be changed by mutual consent. The Employer will make best efforts to schedule Employees on their regularly scheduled shift time (i.e., shift 1, 2 or 3) except as modified by mutual agreement or as necessary to address emergent needs.
7. The parties recognize that it is preferable for floating to occur on a voluntary basis. Accordingly, before resorting to assigning nurses or health care workers to float to another unit or department, the Employer will first seek volunteers.

8. The parties recognize that this is a unique, fast-developing situation, and commit to ongoing dialogue around these issues. If requested, PeaceHealth and WSNA and SEIU 1199NW agree to discuss appropriate measures related to the COVID-19 crisis.
9. Unless earlier terminated in accordance with this section, the term of this Agreement will begin on the date of the last signature below and end on the date the Employer's COVID-19 crisis response is terminated. Either party may terminate or reopen this Agreement at any time upon written notice to the other party.

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WSNA

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PeaceHealth

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04/10/2020

Date

\_\_\_\_\_  
04/13/2020

Date

\_\_\_\_\_  
SEIU 1199NW

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04/14/2020

Date

Exhibit 1

<https://www.thecaregiver.org/wp-content/uploads/200404-Novel-Coronavirus-Employee-Health-FAQs.pdf>

Exhibit 2

<https://www.thecaregiver.org/wp-content/uploads/200326-COVID-19-benefits-and-support-FAQ-v3FINAL.pdf>