

## MEMORANDUM OF AGREEMENT

The SEIU 1199NW Healthcare Union, Washington State Nurses Association, 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. This MOA will remain in place through June 28, 2020.

1. In recognition of the Employer's decision to limit hours and opportunities for work, the Employer may offer voluntary furlough (extended low census of pre-planned sets of days) to employees for at least one week and up to four weeks of consecutive days off, as mutually agreed by the Employer and employee. In cases where more employees wish to volunteer for furlough than can take furlough in a given department and shift, furlough shall be offered on a rotating basis starting with the most senior employee, provided that the remaining employees are qualified to do the work in the department. To the extent that low census needs are not met by voluntary furlough, the prevailing low census commitments in the relevant collective bargaining agreement shall continue to apply. Employees on furlough will not be required to perform any work for the Employer while on furlough, including standby shifts. Employees who take furlough may use accrued time off or of take the time unpaid.
2. Nothing in this agreement is intended to prevent employees from applying for other state benefits for which they may qualify, including but not limited to unemployment compensation insurance, paid family and medical leave, or workers compensation.
3. The Employer will not contest their unemployment applications with the Employment Security Department.
4. For employees on Covid-related furlough, Franciscan will pay the full, bi-weekly, employee-paid premium for CHI medical, dental and vision benefits for the relevant pay period from April 5, 2020 and June 28, 2020.
5. For employees experiencing Covid-related low census who receive less than 90% of base pay in a pay period and have less than 60 hours of paid time off accruals banked, , Franciscan will pay the full, bi-weekly, employee-paid premium for CHI medical, dental, and vision benefits for the relevant pay period from April 5, 2020 through June 28, 2020.
6. Additionally, Franciscan will cover full medical, dental, and vision benefits for employees on Covid-related medical leave if the employee's accruals, plus 40 accrual hours in arrears, exhaust during the authorized leave period—through June 28, 2020.
7. Employees on self-quarantine for a non-work exposure who do not have banked accruals, will be allowed accrual arrears up to 40 hours up to 14 days of quarantine.

8. The Employer will track hours worked by employees when employees' PTO/Annual Leave accrual banks are at the maximum between April 5, 2020 and June 28, 2020. On or before December 31, 2020, the additional PTO/Annual Leave hours accrued will be credited to the employee's PTO/Annual Leave bank or paid out.
9. Upon request and no more than monthly, the Employer will send a report to requesting union with the name and department of bargaining unit members who have returned from, or are actively participating on, furlough.

Signed:

Date:

SEIU Healthcare 1199NW           Kliane Soene          

          4/17/20          

WSNA           Christi Matts          

          4/16/20          

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CHI Franciscan           Shan M Gne          

          4-16-2020