

MEMORANDUM OF AGREEMENT
SEIU 1199NW Healthcare

SEIU 1199NW Healthcare (Union) and Olympic Medical Center (Employer) hereby enter into the following Memorandum of Agreement in response to ongoing health concerns presented by the COVID-19 virus. This agreement will amend the SEIU 1199NW Healthcare Service and Dietary CBA and remain in effect until June 30, 2020 or for the duration of the State of Emergency as declared by the State of Washington, whichever is earlier.

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.
- E. A healthcare worker is defined by “Article 1 – Recognition” of the Collective Bargaining Agreement.

Paid Leave

- 1. A healthcare worker who the Employer does not permit to work due to a confirmed COVID-19 workplace exposure level of “high” as determined by Clallam County Health and Human Services (“County”) shall be placed in paid leave status during the County required quarantine or waiting 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 healthcare worker who 1) is unable to work due to illness which is later confirmed to be COVID-19 and 2) also has a confirmed workplace contact with a COVID-19 patient within the 14 days prior to the onset of the illness, or an eligible worker’s compensation claim, shall be paid as follows:

- a. At the employee's option, an employee may be paid up to eighty (80) hours (pro-rated to FTE) of Emergency Paid Sick Leave Act (EPSLA), in compliance with Families First Coronavirus Response Act (FFCRA).
 - b. An employee who chooses not to receive available EPSLA may be eligible for L&I Workers Compensation, as determined by L&I, and may supplement the L&I pay with the employee's vacation, PTO, floating holiday and/or part time holiday, per Employer's normal procedure.
 - c. An employee who has exhausted available EPSLA due to 1) use for a previous qualifying absence or 2) because the duration of the current absence exceeds eighty (80) hours (pro-rated to FTE), may be eligible for a combination of L&I Workers Compensation, as determined by L&I, 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.
 - d. An employer representative will be available to assist employee with coordination of federal, state and employer benefits as may be applicable.
 - e. Nothing in this section shall prevent the Employer from offering a more generous paid leave benefit to the employee.
3. During the quarantine period, the healthcare worker is required to participate in the County's monitoring process. If criteria is met to return the employee to work in accordance with the County's 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 healthcare worker who travels to a foreign country identified on the CDC's high-risk list, will need to be quarantined for 14 days when they return. The healthcare worker would need to use available vacation, PTO, floating holiday or part time holiday paid leave benefits.

At-risk employees

5. A healthcare worker who is identified as being part of an at-risk group (defined as older than 60 or with an underlying medical condition) may request an accommodation. The Employer will interact with the employee and consider reasonable accommodations following the Employer's normal accommodation and leave procedures. If the employee's paid time off accruals exhaust during the leave, the Employer will continue medical benefits per the eligibility requirements of the insurance plan. An employer representative will be available to assist the employee with coordination of federal, state and employer benefits as may be applicable.
6. When it is operationally feasible and approved by the Employer as a reasonable accommodation, telework or alternative assignments may be provided as an accommodation for healthcare workers who are identified as being part of an at-risk group (defined as older than 60 or with an underlying medical condition).

Workforce Mobilization

7. Given the state of the economy and financial and operational considerations, the Employer will make reasonable and good faith efforts to minimize wage loss due to closures and/or reductions in services as a result of the impact of Covid-19 on the hospital.
8. Employees will be redeployed based on skills and competencies as determined by the Employer in its discretion. Mandatory redeployment will only be used as necessary for patient care and operations, as determined by the Employer in its discretion.
9. When operationally feasible given patient care considerations, Employer will make reasonable efforts to provide training for area to which employee is being redeployed. The float premium detailed in the current CBA would apply per the terms and conditions of the CBA.

Personal Protective Equipment

10. Communication and direction on the use of Personal Protective Equipment (PPE) will continue to be communicated via All User Situation Update emails and policies. PPE communications are also stored and remain available on the infection control COVID-19 SharePoint page. Additional communication options such as daily huddles, team meetings and bulletin board postings may be used at the Employer's discretion to communicate with areas such as EVS, dietary or other areas where computer and email communication is a less common part of work.
11. In instances in which expert or governmental recommendations evolve or are inconsistent, OMC will reasonably adopt the most applicable standards for Personal Protective Equipment (PPE) given the totality of the circumstances. Employer policy may include information such as how re-usable Personal Protective Equipment (PPE) is sanitized and what PPE should be worn by which healthcare worker and when. When operationally feasible, a status update about the Medical Center's supply of PPE will be provided. (*National shortages acknowledged*)
12. The Employer will address emergent PPE concerns through the current Labor Management Committee process. Both parties shall make a good faith effort to convene within two (2) weeks of requesting a meeting. Concerns and issues discussed and addressed in this committee will be communicated with the medical center's Chief Nursing Officer (CNO) and Chief Human Resources Officer (CHRO) who are on the incident command team.
13. Communication and direction on the use of Personal Protective Equipment (PPE) will be available upon request in multiple languages, subject to reasonable availability of interpreter services. The Employer will strive to provide Personal Protective Equipment (PPE) communication and direction in clear, uncomplicated phrasing in order to increase access to essential information. This information shall be communicated consistent with #11 above.

14. In-person and online or other reasonable methods of training will continue to be provided to members of the healthcare delivery team, as identified by the employer, regarding the donning and doffing of Personal Protective Equipment (PPE). Any member who would like refresher or other training may request training via their supervisor.
15. Healthcare workers will have access to Personal Protective Equipment (PPE) per OMC policy. The Employer's goal is to provide healthcare workers with access to PPE to perform patient care as safely as available and in accord with applicable recommendations. PPE shall be provided appropriately and reasonably, subject to changes in Federal, State, and local recommendations, external supply chain, financial, operational and clinical considerations. *(National shortages acknowledged)*
16. Consistent with Employer policy, Olympic Medical Center shall endeavor to provide healthcare workers in direct prolonged close contact with a suspected/confirmed COVID-19 patient with access to fitted N95 masks and/or CAPRs, subject to availability. Healthcare workers working in the following units shall be considered a priority taking into account supply and operational feasibility: Emergency Department, ICU, Med/Surg and Respiratory Units.
 - a. When N95s and CAPRs are not available to healthcare workers, OMC shall recommend confirmed/suspected COVID-19 patients wear a medical mask (as long as supplies permit) when a health care worker is in the room, so long as it is consistent with the provider's assessment and treatment of the patient, and patient can clinically tolerate.
17. The employer will make a good faith effort to share information regarding PPE supply and usage with all healthcare workers.
18. In areas and situations where PPE is not required by OMC Policy and/or PPE is not being provided by the Employer due to national shortages and/or PPE provided does not fit properly, employees may wear PPE they have self-supplied, unless there is a specific risk identified on a case-by-case basis.

Scrubs and Showers

19. The Employer will endeavor to provide scrubs to employees in designated units to be identified by the Employer as appropriate given COVID-19 factors and availability on a one-time, non-precedent setting basis. Employees, on a reasonable basis, will have access to existing changing venues to don and doff their scrubs. The Employer will be responsible for laundering the scrubs provided by the Employer. If feasible, the Employer will endeavor to provide showering facilities and linens to healthcare workers.

Occurrences

20. Any employee who misses work due to illness, exposure, Employer approved quarantine, or Employer approved self-quarantine during the Covid-19 state of emergency shall not

have the time count as an occurrence so long as proper call-in and reporting procedures are followed.

21. Based on availability of equipment and supplies as well as feasibility, all employees will be subject to a forehead scan temperature check or a self-temperature check and self-attestation of a lack of COVID-19 symptoms before entering the workplace. Employees clocking in late as a result of a delay at the employee screening station will not receive an attendance occurrence.

Self-Attestation

22. Any employee unable to work due to temperature or symptoms may choose, but will not be required to use EPSLA, accrued available vacation, PTO, floating holiday, part time holiday and/or disability pay.
23. The Employer will comply with the Families First Coronavirus Response Act (FFCRA) posting requirements. An Employer representative will be available to assist employees with the coordination of federal, state and Employer benefits as may be applicable.

Infection Control

24. Environmental Services will clean patient rooms in accordance with OMC policy.

Covid-19 Testing

25. COVID-19 testing is offered to staff on a voluntary basis at OMC's discretion. The Employer will determine staff eligibility for COVID-19 testing taking into consideration guidance from Clallam County Health and Human Services as well as availability of resources including staffing, COVID-19 test kits and other testing supplies. Any healthcare worker unable to report to work due to COVID-19 symptoms shall be prioritized for testing or re-testing if necessary.
26. When operationally and financially feasible, the Employer shall continue to operate an offsite or outside COVID-19 testing facility for patients (i.e. the Emergency Department triage tent or similar facility).

Communication w/ members and Union(s)

27. The Employer will make a good faith effort based on patient care factors such as the number of suspected COVID-19 patients, to provide all healthcare workers who have been exposed, such as treating a patient who is not confirmed, but later is confirmed to have COVID-19 with a written notice within two (2) business days of learning of the exposure.
28. No less than monthly, the Employer will provide the Union the number of healthcare workers currently on COVID-19 related leave.

State and Federal Benefits

29. Nothing in this agreement is intended to prevent employees from accessing other state and federal benefits for which they may qualify, including but not limited to unemployment compensation insurance, paid family and medical leave, or workers compensation.
30. For the purposes of workers compensation coverage, the Employer will provide factual information to Labor and Industries per normal business practice.
31. Nothing in this Memorandum of Agreement is intended to diminish employee rights under COVID-19 related legislation. In the event such legislation confers greater rights to employees than what is contained in this MOA the legislation shall govern.

DATED this 7 day of May, 2020:



SEIU Healthcare 1199NW



Olympic Medical Center