

EVERGREENHEALTH MONROE (EHM)
And
SEIU 1199NW HEALTHCARE UNION (Union)
MEMORANDUM OF UNDERSTANDING
COVID-19 PANDEMIC

It is mutually agreed that due to COVID-19, the following temporary modifications must be made to the working conditions of our healthcare workers, some of which may conflict with the collective bargaining agreements.

PRINCIPLES:

- A. The parties share a mutual interest in assuring the health and safety of patients, families, staff and the community.
- B. 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 Prevention (CDC) and other public health agencies' guidelines.
- D. The parties wish to work together to take reasonable steps to protect patients, families and staff from unnecessary exposure to COVID-19.

AGREEMENT:

1. PPE. The Employer will provide to bargaining unit employees PPE consistent with, at minimum, CDC and Department of Health guidelines. The employer will provide to employees a report on PPE in the daily safety briefing.
2. Labor/Management Committee. For the duration of this agreement, the Labor/Management Committee will maintain, at minimum, the following on its agenda: support for employees with childcare issues, PPE, training, and Labor Pool practices.
3. Quarantine Time. An employee who is required by the Employer to complete a quarantine period due to possible COVID-19 exposure, will be placed on leave status for the period of the mandated quarantine period, during which time the employee may use PFML (if approved), PTO, or sick time. During the quarantine period, the employee may be eligible for workers compensation benefits through the Washington Department of Labor and Industries. If the employee does qualify for workers compensation, the employer will pay the difference between the amount provided by workers compensation and the employee's base rate of pay, less lawful withholdings, until the Employer permits the employee to return to work or a maximum of twenty-eight (28) days from the date of COVID-19 exposure. This payment will be made within one pay period after the Department of Labor and Industries provides the Employer with notice of the amount provided to the employee by workers compensation. Departments may request that employees out on quarantine complete tasks that can reasonably be completed from home during paid leave. The quarantine payment described here is agreed to under the extraordinary circumstances presented by a global pandemic and shall not be precedent-setting for future negotiations or any other purpose.
4. Accommodation. An employee who is unable to work due to high risk categorization for COVID-19 based on provider information may request an accommodation. If a reasonable 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, the Employer will continue medical benefits until the employee is able to return to work in accordance with the Governor's proclamation for high risk employees (20-46), including any extensions of that proclamation.
5. Reassignment (Labor Pool). The Parties agree that the Employer may reassign bargaining unit employees to work in a unit, department or work area of the hospital as set forth in this MOU. Assignments may be for a scheduled period of time, whole shifts, partial shifts, or for specific work assignments, but there is no guarantee of hours. The Employer will make a good faith effort to schedule employees as equitably as possible.

a. Volunteer Assignment. The Employer will make a good faith effort to request volunteers from the bargaining unit, department(s)/unit(s)/work area(s) based on skill, competencies and experience to accept an assignment. The Employer may maintain a standing volunteer database and make assignments from that database without additional notification. The Employer may decline a volunteer assignment that would place or continue an employee in an overtime, or double time status.

b. Mandatory Assignment. If no volunteer assignment is made, the Employer may make mandatory assignments from the bargaining unit, department(s)/unit(s)/work area(s), provided that in the Employer's determination, the employee has sufficient skill, competencies, and experience to fulfill the duties of the assignment.

c. Duties. Bargaining unit employees who have been assigned will perform work as assigned by the Employer, regardless of whether such work is a normal element of the employees' duties or job description, provided that no non-clinical employee will be required to perform a clinical duty and provided that no clinical employee will be required to perform patient care that is outside of his or her lawful scope of practice or for which the employee does not have sufficient skill or competency.

d. Orientation. Employees who have been reassigned will receive appropriate orientation to any new facility or department/unit/work area appropriate to the duties of the assignment.

6. Utilization of Federal and State Funding. Should the Employer receive additional funds allocated by the State or Federal government to pay bargaining unit employees, the Employer will notify the Union within seven (7) business days of receipt about the Employer's use of these funds. The parties will first meet within fourteen (14) days to bargain over the effects.

7. Paid Time Off. If the cancelation of PTO time becomes necessary due to a surge of COVID-19 patients, the Employer will seek voluntary cancelation of scheduled PTO time first. If there is a need to cancel more PTO than bargaining unit employees have volunteered, the Employer may rescind previously scheduled PTO time, starting with the most-recently approved PTO time, and going in reverse chronological order.

8. Nothing in this agreement is intended to prevent bargaining unit employees from accessing other governmental benefits for which they may qualify, including but not limited to unemployment compensation insurance, Federal Family Medical and Leave Act (FMLA), Washington State Paid Family and Medical Leave (PFML), or Workers' Compensation.

9. Upon request, the Employer will provide the Union with the number of its represented members who have tested positive for COVID-19.

10. This agreement is subject to the deadlines set forth in applicable proclamations and regulations, but the portions of this agreement that are not tied to such proclamations and regulations will stay in effect until December 31, 2020 unless extended by mutual agreement.

DATED this 2nd day of September, 2020:

EVERGREENHEALTH MONROE

By: Lisa M. Laplanche

Date: 10/24/2020

SEIU 1199NW HEALTHCARE

Jane Hopkins
Jane Hopkins, Executive Vice President

September 2, 2020