

MEMORANDUM OF AGREEMENT
Terms Related to COVID-19 Emergency
August 13, 2020

The SEIU 1199NW Healthcare Union (SEIU), (hereafter, "Union"), and Kalispell Regional Health (hereafter, Employer) hereby enter into the following Memorandum of Agreement:

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:

I. PAID TIME OFF RELATED TO COVID-19

1. Full-time and part-time nurses who the Employer does not permit to work due to documented COVID-19 illness required by KRH Employee Health Services will be allowed to utilize Continued Illness Bank (CIB) time without any waiting period. If it can be determined that a nurse was exposed to COVID-19 due to a workplace exposure to a patient because the nurse was taking care of a patient or had a patient on the unit who tested positive for COVID-19; or a coworker, the resulting quarantine period will not require the use of CIB and the nurse will be paid at the nurse's regular pay rate (base rate plus certification pay) up to regular assigned weekly hours. PRNs will be paid the hours they were scheduled to work during the quarantine period. If a nurses is quarantined due to non-workplace exposure by KRH Employee Health Services, the employee may cover missed scheduled work time with Earned Time Bank Time.
2. Nurses who are not ill or quarantined, but believe that they are more susceptible to COVID-19 , including those defined by the CDC as part of an at-risk group, may request leaves of absence and ETB. When possible, telework or alternative assignments may be provided as an accommodation for nurses or health care workers who are in an at-risk group identified by CDC guidelines.
3. During the quarantine period, nurses are expected the follow Employee Health Services guidance. Failure to follow guidance will result in ineligibility to utilize CIB for related absences.
4. The Employer, in conjunction with local health department authorities, will provide nurses who have been exposed (such as treating a patient who was not confirmed, but later is identified to have COVID-19) with notice within twenty four (24) hours of Employer notice of the patient or co-worker's diagnosis. The written notice will include: the date of exposure, assessment of exposure risk and Employer decision on whether to require the nurse to be quarantined. If given electronically, the Union will be provided a copy of the written communication.

5. 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 or workers compensation.
6. Upon request from the Union, the Employer will provide the number of its represented nurses who are on leave as well as their paid leave accrual balance. It will also provide upon request the number of represented nurses who have been exposed, if that information is available.
7. KRH agrees that all RNs will have access to PPE as warranted by the procedures being performed, per KRH policy and Incident Command directives.

III. PLAN COMMUNICATION AND UPDATE.

In interest of cooperation and clear communication between nurses and KRH leaders regarding COVID-19 plans and preparations, KRH commits to holding a monthly meeting with up to eight nurses selected by the Union for up to one hour to:

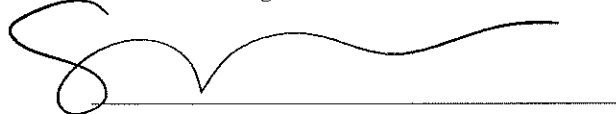
- 1) Review PPE levels
- 2) Discuss workflows and patient flow changes
- 3) Provide forum for nurses to concerns and suggestions

Employer and Union both acknowledge that this meeting is not a forum to bargain, rather opportunity to clarify and update. To minimize risk the health risk of all participants, the meeting may be conducted virtually.

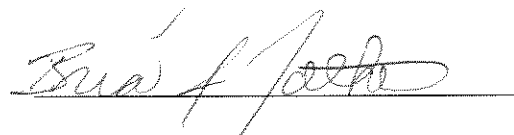
IV. DURATION.

This agreement will extend until the KRH Disaster Response is deactivated.

DATED this August 13, 2020



Service Employees International Union 1199NW



Director, Labor and Employee Relations
Kalispell Regional Health