

****** This is a draft proposal outlining potential solutions to the healthcare crisis that COVID-19 presents to all health care workers, including MNA represented nurses. There may be other terms that become relevant during this bargaining process that are not outlined in the following proposal. ******

MEMORANDUM OF UNDERSTANDING

between

UPHS

and

MICHIGAN NURSES ASSOCIATION

Re: COVID-19 PREPAREDNESS BEGINNING MARCH 19, 2020

The Upper Peninsula Health System and the Michigan Nurses Association are committed to providing care for patients suspected of or with confirmed COVID-19 virus. Uniquely, UPHS Marquette will be serving all of the COVID-19 patients in Michigan's Upper Peninsula. Safety of staff will remain the highest priority. In order to meet these mutual interests and objectives, the parties agree that:

1. Patients suspected of being infected with the COVID-19 virus will be treated in identified areas with staff properly and adequately trained to their special care needs.
2. RN assignment to patients confirmed with COVID-19 shall first be assigned on a voluntary basis before being assigned to the broader RN workforce. RNs caring for COVID-19 patients will perform their assignments within their scope of practice as a registered nurse. After discussion with the nurse manager or designee to address the issue, an RN has the right to refuse to care for a COVID-19 patient if in the RN's judgment the conditions are unsafe, not within their scope of practice, or not in accordance with *WHO Rational Use of Personal Protective Equipment for Coronavirus Disease 2019 (COVID-19) – Interim Guidance* or subsequent revisions or amendments to this Guidance.
3. All equipment must meet the most current requirements for caring for patients suspected of or with confirmed COVID-19, as defined in *WHO Rational Use of Personal Protective Equipment for Coronavirus Disease 2019 (COVID-19) – Interim Guidance* or subsequent revisions or amendments to this Guidance.
4. Nursing care is expected to be in negative pressure isolation rooms by specially trained nurses working in the hospital system as based upon patient assessment and condition. The provision of nursing care is available 24 hours a day, 7 days a week. Nurses need to anticipate doffing PPE, with a maximum of every 4 hours continuous PPE wear, to allow

for personal needs and a break. Staffing required for COVID-19 positive patients will be determined by the acuity of the patient and the patient's level of care status. If the number of patients diagnosed with COVID-19 outnumbers the number of negative pressure rooms, the employer shall have a discussion with the Association leadership and provide the association with written notice of the employer's plan to care for those patients.

6. Any RN caring for a COVID-19 patient must meet the institutional guidelines which includes in part:
 - a) Be able to demonstrate appropriate Personal Protective Equipment (PPE) don and doff technique.
 - b) Must be able to enter self-isolation for 14 days if a contamination occurs or if otherwise recommended by governmental (Public health department, CDC, etc.) agencies.
 - c) May not be pregnant, breastfeeding, or have a medical condition that results in immunosuppression, or have any other condition that reduces the RN's safety or the ability of the RN to safely provide care for the patient under necessary isolation condition.

If the employer must inquire into which employees are fit to care for a COVID-19 patient, the employer will do so in a manner that is compliant with the Americans with Disabilities Act and other applicable federal, state, and local law. (See the attached guidance document entitled EEOC Pandemic Preparedness in the Workplace and The Americans with Disabilities Act, Section III.)

8. Employees. Employees who have recently cared for a patient who has or is suspected of having COVID-19 and who experience symptoms of an acute infectious disease (e.g., fever, cough) will be immediately directed to the Emergency Department or other designated location for these evaluations if needed.
9. Any COVID-19 test required by a member employee, regardless of whether they elect to take the hospital's insurance, will be covered. The parties acknowledge that the Hospital's provider, Blue Cross Blue Shield of Tennessee is waiving all testing costs for those members who elect to insure themselves through the hospital.

Concerning pay and benefits:

10. Workers Compensation.

(1)How Members Will Qualify for Workers' Compensation: In cases where a bargaining unit member tests positive for COVID-19 and becomes ill from the disease, it will be presumed that the disease was contracted in the course of and arising out of his or her employment in the following cases:

- (a) the bargaining unit member provided direct care for a patient who tested positive for COVID-19; and

(b) the onset of the disease occurred within fourteen (14) days of a confirmed workplace exposure by a patient with COVID-19 that resulted in the employer directing the employee to self-quarantine.

(c) In all other cases where the employee believes his or her COVID-19 infection was contracted in the workplace, his or her case will be processed expeditiously in accordance with the Michigan Workers' Compensation Act.

(d) If the bargaining unit member suffers a COVID-19 infection in the course of and arising out of his or her employment as provided in this paragraph, UPHS will provide all medical and psychological treatment as deemed reasonable and necessary under the Michigan Workers' Compensation Act and any other applicable federal, state or local law or executive order directive.

11. Bargaining unit members will receive a one-time amount of eight (80) hours of Special Use PTO related to the COVID-19 pandemic which will be awarded on April ____, 2020.
12. Additionally, one-hundred twenty (120) hours of Special Use PTO related to the COVID-19 Pandemic (one-time amount, prorated to appointment fraction) will be available to bargaining unit members for their own personal use to deal with the COVID-19 pandemic, this includes such things as having to provide and prepare and employee and their family for a pandemic. This additional PTO will be awarded on April ____, 2020.
13. Where applicable, Worker's Compensation benefits will be utilized to compensate employees. UPHS will supplement any Worker's Compensation benefits in order to ensure that the Employee suffers no loss of straight time pay, pro-rated pursuant to appointment fraction. UPHS intends through this agreement to keep all employees whole.
14. Hazard Pay – Nurses who continue to work during this pandemic are entitled to hazard pay as a result of the direct harm they are exposing themselves to. All nurses will receive a \$10 per hour incentive during all hours worked in the hospital. The parties acknowledge that this is a difficult and dangerous time for those providing care at a large hospital, especially in that Marquette will be receiving all COVID-19 patients from Michigan's Upper Peninsula.
15. An employee who contracts COVID-19 as the result of an exposure at work will be subject to existing Workers Compensation protections and processes. The **Hospital will provide "quarantine pay"** to offset the loss of earnings associated with the Workers Compensation "elimination period" or "waiting period," at the employee's base rate for hours the employee was scheduled to work (up to 40 hours) during this period. Additionally, whereas the statutory Workers Compensation benefit is limited to 66.67% of weekly earnings, the **Hospital will supplement** that amount by contributing the remaining 33.33% directly into the employee's pay, for a total of 100% of weekly earnings.

16. PTO Donation Program: The parties recognize that there are MNA bargaining unit members who will test positive for COVID-19, but who may not receive relief from other provisions of this Agreement. Individual employees whose income will be specifically impacted by the COVID-19 outbreak due to the fact that they do not qualify for extended sick time, do not qualify for workers' compensation benefits, or otherwise would not receive relief through other provisions of this Agreement will be expeditiously approved for the PTO Donation Program.
 - a. If PTO donation bank is depleted, employees who do not qualify for workers comp or extended sick time, will qualify for and receive up to a total of four (4) months full pay and four (4) months half pay, less any PTO received from the PTO donation bank.
17. Return to Work. RNs that are required to miss scheduled shifts as a result of a work-place exposure to the COVID-19 virus or infected in the work-place with the COVID-19 virus as provided in paragraph 10 will have the option of returning to their previous position, hours of work, and shift upon being declared COVID-19 free and able to perform the duties of the position by the competent infectious disease professionals.
18. COVID-19 preparedness is an evolving process. The parties recognize it may be necessary to respond to changing circumstances and reconvene. The parties will continue to cooperate to address possible changes to this document in a manner consistent with contractual and legal requirements.
19. Additional provisions for Employees who have volunteered to provide care to COVID-19 patients:
 - a) Onsite accommodations will be provided based on availability (i.e., call rooms),
 - b) Will be provided food/meals in near proximity to the unit, including all meals and breaks,
 - c) Will be provided scrubs,
 - d) May request a COVID-19 test, this will be provided for them based on availability with no cost to the member,
 - e) Will be provided with a locker room or area for these nurses with a shower and toiletries will be provided; an ability for nurses to secure their personal belongings.
 - f) Will be provided with at least 14 days of hotel overnights or other suitable housing to limit exposure to family members of employees providing care to COVID patients
20. The UPHS absence policy will be suspended to allow for nurses to adequately protect themselves, their patients, and the general public. No absences during the duration of the MOU will be punitive for nurses responding to COVID-19. This includes, but is not limited to, such things as absences to provide childcare, family medical appointments, and other instances in which the nurse must attend to as a result of COVID-19.

21. It is further agreed that this agreement is without prejudice to the future interpretation and application of the terms of the collective bargaining agreement, or actions UPHS or MNA may or may not have taken in the past, or may or may not take in the future in cases of similar circumstance.
22. MNA and the UPHS acknowledge that this is a difficult time for both parties and collaboration is essential in a fast changing pandemic environment and each party will make every effort to collaborate during this time.

For the Staff Council of RNs:

For UPHS:

For MNA:

Dated: _____

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