

LETTER OF AGREEMENT

Oregon Health & Science University
&
Oregon Nurses Association

Ebola Response Team provisions

Oregon Health & Science University (OHSU) herein after referred to as the "Employer" and Oregon Nurses Association herein after referred to as the "Association" agree to the establishment of special provisions to be applied when designated employees are engaged in activities related to direct patient care and/or identified support functions associated with OHSU preparing for and/or receiving a suspected or confirmed Ebola patient (Ebola event). These provisions are applicable only to an Ebola event as declared by the Employer. The current contract will govern all other patient care and support functions associated with public health and patient health needs in the ordinary course of business. This agreement is non-precedent setting and reflects the parties' commitment to responding to a critical public health issue, and the safety of the workforce.

The following Letter of Agreement (LOA) outlines the criteria that must be met in order for these special provisions to be activated and in effect. This LOA also addresses other pay and associated issues that may arise as a result of an Ebola event.

1. **Purpose:** OHSU has established an Ebola Response Team (ERT) to ensure that only the most highly trained and prepared employees are called upon in an Ebola event. The Employer and the Association are mutually committed to the safety of employees, patients and our community.
2. **Selection:** Employees are designated to the Ebola Response Team (ERT) on a voluntary basis and are selected based on skills and knowledge necessary for the role they will assume on the team. Selection of team members from the pool of voluntary candidates will be entirely at OHSU's discretion. A list of employees who are designated as ERT members will be provided to the union and kept as an addendum to this LOA. Should team members be added or deleted the union will be provided an updated list as soon as possible after publication.
In case of a lack of volunteers, or an Ebola event that drives projected patient census beyond the current ERT capacity, additional staff will be selected based on the Employer's assessment of individuals' knowledge and skills for the roles needed on the team.
3. **ERT Roles:** Roles currently identified that may be staffed by ONA represented employees are those of ERT Direct Patient Care RN, ERT Monitor and ERT Doffing Assistant. Other roles may be identified in the future as the Center for Disease Control (CDC), county health department and OHSU leadership deem necessary. Such roles may be filled by employees deemed qualified by the Employer.
4. **Compensation:** Special pay differentials will be established for those ERT members deployed in an Ebola event.
 - a. ONA Represented employees will receive additional premium pay as follows:
 1. ERT Direct Patient Care RN - \$16.00 per hour premium while performing the role;
 2. ERT Monitor and ERT Doffing Assistant - \$8.00 per hour premium while performing the role.
 - b. Employees performing ERT functions will be assigned this work on a continuous basis for their entire shift. The premium pay will apply beginning with the donning of required PPE and conclude upon doffing of PPE and completion of any required disinfection protocols.
 - c. Once assigned, employees performing work as an ERT member will be considered working their full FTE for the length of their assignment period. Should an employee not work enough hours to meet their full FTE OHSU will pay the difference at the premium rate of pay.
 - d. ERT members concluding their ERT assignment will be returned to their regular assignment in accordance with the collective bargaining agreement.

- e. If mandated by the employer, CDC or other regulatory entity, an ERT member required to be quarantined as a result of workplace exposure to Ebola will receive full pay and benefits at his/her regular straight time rate during the period of quarantine mandated by the employer, CDC or other regulatory entity. During their assignment period, ERT members may be required to take meal periods in designated areas. When this occurs, meal periods will be considered on-duty time, pursuant to Article 7.4.1 Meal Periods.
 - f. Should an ERT member become infected with Ebola due to workplace exposure, he/she may file a worker's compensation claim, and once accepted, will have the choice of receiving workers compensation benefits or remitting those benefits to OHSU in return for OHSU's continued providence of regular pay and employee benefits, at his/her regular straight time rate, and will not be required to use sick or vacation time for the duration of their time loss from work.
5. **Training:** Required training not conducted during the ERT member's regular shift will be paid in accordance with the collective bargaining agreement.
 6. **Donning, Doffing, and Cleanup Time:** As special clothing and personal protective gear is required, time spent donning and doffing such gear and personal decontamination procedures will be considered Employer paid work time.
 7. **Temporary Accommodations:** Should an RN request, or be required, to stay overnight on the premises, sleeping facilities and meals will be provided.
 8. **ERT On-call:** On-call time will be paid in accordance with the collective bargaining agreement.
 9. **ERT Staff Backfill:** There will be no additional compensation beyond what is provided in our collective bargaining agreements for staff back-filling ERT member's regular shifts in their assigned departments/units.
 10. **Change in circumstances:** OHSU and the Association recognize that Ebola preparedness is an evolving process and that it may be necessary to respond to changing circumstances and reconvene. The parties will continue to cooperate to address possible changes to this agreement in a manner consistent with contractual and legal requirements.
 11. **Expiration:** This agreement will expire on June 30, 2015.


For OHSU:



Derek Carissimi
VP Human Resources
OHSU Healthcare Mission

Date: 1/12/15

For Association:



Clarice Gerlach –AURN President

Date: January 5, 2015



Sam Gierny – Labor Relations Repr.

Date: January 5, 2015