Memorandum of Agreement (Agreement)

Between
Columbia Memorial Hospital (CMH)
And
Oregon Nurses Association (ONA)

Whereas, the parties to this Agreement believe that all nurses and other health care workers should be vaccinated against COVID-19 because vaccination is a key method of protecting health care workers from COVID-19 and helping to prevent the spread of COVID-19 among patients and the public; and

Whereas, individual health care facilities have implemented a variety of procedures and policies related to COVID-19 vaccinations for health care workers that have achieved varying degrees of success; and

Whereas, these policies have had a range of implications for employees; and

Whereas, Oregon’s largest group of health care professionals, nurses, are striving to propose an evidence-based, common-sense solution that protects health care workers and the patients they serve; and

Whereas, CMH has proposed implementation of a policy that not only encourages vaccination of nurses, but which also requires that certain actions are taken by nurses who are vaccinated and by those who are not, with the possibility of discipline for those who do not adhere to the policy;

Therefore, the parties do hereby agree that:

1. **Education:** The parties shall endeavor to work together on an educational and informational campaign to raise the COVID-19 vaccination rates of bargaining unit members (“nurses”) at CMH.

2. **Twelve-Hour Incentive:** Nurses who have received or who receives during the term of this agreement one or more doses of a COVID-19 vaccine will receive a total of twelve hours of pay
at the nurse’s regular rate of pay (including regular shift differential, certification differential, etc.) or an equivalent uncapped PTO accrual if the nurse so chooses.

3. **PPE:** All Nurses working in the positions with a high likelihood of contact with the COVID-19 virus (swabbing stations, emergency department, birth center (admitting units), units caring for PUI and designated COVID units and home health) or at the request of a nurse will be prioritized for PPE and that use of N-95 will be used if the nurses chooses to do so.

4. **Non-Discrimination Based on Vaccination Status:** No nurse shall be subject to retaliation, discipline, or any type of adverse action based upon their vaccination status so long as their actions are consistent with the provisions of this agreement and with any applicable rule or law.

5. **Side Effect Protection:**
   a. Nurses experiencing significant side effects as a result of vaccination (e.g., fever, extreme malaise) will be instructed to contact their core leader to inform their leader of the need for time-off, and also contact Employee Health Services to report the side effects (which is required by state and federal regulators).
   b. No unscheduled absence from work shall be counted as an “occurrence” under the CMH attendance policy if:
      i. The unscheduled absence occurs during the week following the administration of any COVID-19 vaccination.
      ii. The nurse receives a positive COVID-19 test.
      iii. This will be applied retroactively going back the last 12 months and moving forward.

6. **Testing:** Employer will provide testing for any nurse who requests it. This will be provided on work time. The employee will not have any out-of-pocket cost for testing.
7. **Protection of Vaccination Information:**

   a. No nurse shall be required to wear and/or carry any indication of their vaccination status in a manner that may be visible to their coworkers, patients or the general public; this includes stickers, badge markers, etc.

   b. No Nurse shall be required to divulge their vaccination status to anyone other than employee health or HR.

   c. Information as to the vaccination status of each nurse shall be maintained in a confidential file, separate from their personnel file. The information therein shall only be accessed by HR or employee health, and in no case shall the information be accessed by anyone else.

8. **Non-Furlough:** No member shall be furloughed or subject to mandatory low census as a result of the closure or partial closure in hospital units (including but not limited to surgical, short stay, ambulatory, cath lab, endo, PACU, IR, Labor and Deliver etc.) any cessation of procedures as a result of a need to allocate staff to address COVID related surges in other units. Employees shall be required to be available for other assignments for which they are appropriately trained, certified and oriented, as determined by the nurse staffing committee for the unit to which they are assigned.

9. **Lay-off.** In the event a nurse is unvaccinated and is therefore not in compliance with the Governors Order Dated August 19, 2021 as of the effective date of required compliance, the employee shall be subject to lay-off as provided in the parties collective bargaining agreement. Upon compliance with any state or federal vaccination requirement, the employee shall be subject to recall to their original position, unit and shift.

10. **Exemption.** Upon approval of a medical or religious exemption for required vaccination, the exempt nurse shall be allowed to continue to provide patient care. In the event a nurse is denied a request for exemption, such a denial shall be subject to an expedited review process through a
mutually selected neutral. The decision of that neutral shall be made following telephonic hearing, shall be based on CDC, OHA, and EEOC guidance on medical and religious exemptions, and shall be final and binding. Denial of exemption shall not be subject to the grievance process and shall not be subject to just cause review.

11. In the event that CMH requires that a booster based upon the law or otherwise, CMH will engage in negotiations with ONA.

12. **Term:** This Agreement shall remain in effect for 90 days and shall be renewed automatically for 90-day periods unless the Association provides notice otherwise within 14 days prior to expiration. In the event that mandatory vaccination requirements are deemed unlawful by a court or administrative agency, the requirements that this MOU places on bargaining unit nurses shall cease.

For CMH,

_________________________________

For ONA,

_________________________________

Jocelyn Pitman, Labor Relations Representative