Memorandum Of Agreement
COVID-19 Vaccine

I. Parties to the Agreement

The parties to this Memorandum of Agreement (hereafter referred to as “MoA”) are Multnomah County, Oregon, (hereinafter referred to as “County”), and the Oregon Nurses Association (ONA) of the American Federation of State, County and Municipal Employees, AFL-CIO, (hereinafter referred to as “Union”).

II. Background

The County and Union have a mutual desire to keep our workforce, our clients and customers, and the entire community as safe and healthy as possible. The Governor of Oregon has ordered that all healthcare personnel and school staff in K-12 schools be fully vaccinated. She has set a deadline for both groups of October 18, 2021 or six weeks after the U.S. Food and Drug Administration grants full approval for one of the vaccines, whichever is later. The County intends to implement and meet this requirement by the deadline set by the Governor and apply it to all County employees.

THEREFORE, the parties have reached the following Agreement:

III. Agreement

A. Employees are required to report their COVID-19 vaccination status for their initial doses from August 26, 2021 to September 10, 2021 and provide updates to vaccination status as needed if their status changes. Employees are required to receive and report any recommended boosters for the vaccine as directed by the County. Failure to provide vaccine status as requested will be considered insubordination by the County and subject to disciplinary action. Employees may submit their vaccination status by written, or electronic notice or through Workday. Only Central and Department Human Resources Staff and managers with a need to know, will be privy to this information. Once proof of vaccination is provided, the employee shall receive a two hundred dollars ($200) bonus unless they have already received $200 in gift cards from a County sponsored vaccine clinic. The County will provide regular updates to employees who have not submitted proof of vaccination regarding vaccination clinics and locations available in the Multnomah County area.

B. Employees that do not become fully vaccinated by October 18, 2021 for COVID-19 will be deemed to no longer meet the minimum requirements for employment at the County and will be laid off. Employees that do not submit their vaccine status by October 15, 2021 will be assumed to be unvaccinated and will be laid off effective October 18, 2021.
C. Employees that are laid off will be placed on recall lists for two years from the date they notify the County that they are fully vaccinated. If they subsequently become fully vaccinated, they can contact Human Resources to submit vaccine verification and indicate their ability to meet minimum requirements for County employment. Employees will be recalled according to the ONA collective bargaining agreement.

D. The County agrees not to contest unemployment benefits and treat employees’ separations as layoffs, but there is mutual understanding that the County is not responsible for the determination of unemployment benefits and cannot make any commitments on eligibility.

E. Employees who are on a leave of absence, or have other extenuating circumstances, may provide their vaccine status by a time determined by Human Resources after considering individual needs within fifteen (15) days after returning from leave unless other extenuating circumstances exist. Employees on a leave of absence must contact Human Resources five days prior to their scheduled return date to discuss requirements, timelines, and options. Employees with other extenuating circumstances shall report their vaccine status as soon as possible but no later than October 15, 2021.

F. By September 10, 2021, employees may apply for an exemption from the vaccine due to medical/disability or sincerely held religious/spiritual beliefs. Human Resources will assess exemption requests and issue approvals or denials. An employee seeking an exemption is encouraged to submit this request by September 10, 2021 or as soon as possible. If an exemption is denied, and something changes that could lead to a different decision, employees can resubmit an exemption request for a new review. An employee has additional or clarifying information to provide or they have had a change in circumstances, they may resubmit the exemption request. By way of examples, and not an exclusive set of reasons for medical exemption may include potential allergic reactions to vaccination or having not completed an isolation period following a COVID-19 infection.

G. If an employee receives an exemption from getting the vaccine, the County will engage in an interactive process to determine what reasonable accommodations may be offered. Depending upon the duties performed, an employee may be required to wear specific masks, engage in social distancing, undergo COVID-19 testing, be reassigned, or other accommodations consistent with OSHA safety requirements and the current guidance from public health officials. The cost of any accommodations including testing requirements shall be paid by the County, deemed appropriate as advised by public health officials.

H. If an employee submits an exemption request, but the exemption review process has not been completed, and no decision has been made by October 15, 2021, then the employee will be deemed provisionally approved until the exemption process has been finalized. By way of an example, and not an exclusive reason for an exemption review request not reaching completion by October 15, includes not having received a timely response from the employee’s health care provider.
I. Employees who have reported that they are partially vaccinated by October 15, 2021, meaning they have reported they have taken at least one vaccine dose, will have their layoff rescinded and be allowed to use their sick, vacation, comp time, and holiday banks or go on an unpaid leave of absence until they are fully vaccinated. Leaves of absence will only be approved until through November 30, 2021 unless the leave qualifies under FMLA/OFLA or an ADA leave of absence. If the employee has not reported that they are fully vaccinated by this date, a layoff notice will be issued that is effective on November 30, 2021. It is understood that employees are receiving more than fifteen days’ notice of layoff for failure to comply with the County’s COVID-19 Vaccine policy mandate.

J. Employees who have submitted a medical or religious exemption but are denied at any time after September 6 and are unable to complete vaccination by October 18 will be allowed to use their sick, vacation, comp time, and holiday banks or go on an unpaid leave of absence until they are fully vaccinated. Leaves of absence will only be approved through November 30, 2021 unless the leave qualifies under FMLA/OFLA or an ADA leave of absence. If the employee has not reported that they are fully vaccinated by this date, a layoff notice will be issued that is effective on November 30, 2021. It is understood that employees are receiving more than fifteen days’ notice of layoff for failure to comply with the County’s COVID-19 Vaccine mandate.

JK. Currently the vaccine is free to employees. If this changes and the employee receives any charge not covered by insurance, the County will reimburse the employee.

KL. Employees may use county paid time to receive the vaccination and code the time as Administrative Leave. Employees must notify their supervisor in advance and receive approval for time away from work to receive a COVID-19 vaccination.

LM. Employees will be granted an accrual bank equaling two shifts of leave to use if an employee experiences a medical side effect from taking a COVID-19 vaccine, including a booster, that prevents the employee from performing their job duties. Unused accruals will expire March 31, 2022. Employees may also use any EPSL hours in their bank through September 30, 2021.

M. The parties agree to extend the terms of their Memorandum of Agreement regarding Emergency Protected Sick Leave and Expanded Family Medical Leave through March 31, 2022.

M. The County agrees to create a Personnel Rule codifying the COVID-19 vaccine policy.

N. Any dispute related to enforcement of terms of this agreement is subject to the grievance procedure as described in the ONA collective bargaining agreement.

P. If the County enters into an agreement with another bargaining unit or provides unrepresented employees with conditions or compensation that is substantively better than what
is contained in this Agreement, it shall also extend those terms to ONA represented employees.

| AGREED to this date, September, 2021. |

For the Union: For the County:

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Jocelyn Pitman                  Shelly Kent
Labor Relations Representative  Labor Relations Director
Oregon Nurses Association      Multnomah County