Memorandum of Understanding (Agreement)
Between
Oregon Health Sciences University (Employer)
And
Oregon Nurses Association (Union)

Background:
The parties to this Agreement believe that all nurses and other health care workers should be vaccinated against COVID-19 because vaccination is an evidence-based intervention that protects health care workers from COVID-19 and helps to prevent the spread of COVID-19 among patients and the public.

The State of Oregon has mandated COVID-19 vaccination for healthcare workers with limited exceptions.

Therefore, the parties do hereby agree as follows:

1. **Education:** The parties shall work together on an educational and informational campaign to raise the COVID-19 vaccination rates of nurses at OHSU. The parties agree that OHSU’s current education and communications meets this expectation.

2. **PPE:** In the event a direct patient care nurse receives an exception from mandatory COVID-19 vaccination (as provided under Paragraph 7 below) under state and/or federal rule, the nurse shall be required as a condition of employment to wear an N-95 mask and protective eye wear. Per current practice, all nurses may use higher levels of PPE than required.

3. **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.

4. **Side Effect(s) Protection:**
   a. Nurses experiencing significant side effects as a result of vaccination (e.g., fever, extreme malaise) will follow their normal sick call procedures, and contact Occupational Health to report severe side effects as required by state and federal law. Nurses will be eligible to utilize their OHSU COVID Paid Sick Leave hours, if available, due to side effects of vaccination for up to 3 days from onset of symptoms.
   b. No unscheduled absence from work shall be counted as an “occurrence” under OHSU’sAttendance Policy if:
      i. The unscheduled absence occurs within thirty-six hours following the administration of any COVID-19 vaccination; or
      ii. The nurse receives a positive COVID-19 test.

5. **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. Nurses may place a small sticker on their ID badge in the designated location indicating vaccination status.

b. No nurse shall be required to divulge their vaccination status to anyone other than Occupational Health or Human Resources.

c. The vaccination status of each nurse shall be maintained in a confidential employee record system, separate from their personnel file. The information therein shall only be accessed by those with a need to know, including the nurse’s direct supervisor, unit manager, Occupational Health, and Human Resources.

6. **Layoff.** In the event a nurse is unvaccinated without an exception and is unlikely or unwilling to be in compliance with the OAR 333-019-1010 (temporary rule) as of the effective date of required compliance, the nurse shall be given a minimum of 15 calendar days’ notice of pending layoff. Upon the effective date of layoff, the nurse’s position may be filled. Article 20 – Layoff and Recall shall not apply.

   a. Upon the effective date of layoff, all accrued and unused vacation benefits shall be paid to nurses with at least six (6) months of service.

   b. Nurses who are laid off will not be eligible for the Severance Program.

   c. The Employer will not cover the cost of COBRA.

If the nurse meets vaccination compliance within 45 days of layoff, the nurse shall be subject to recall following the requirements below:

   a. If a position is available on the nurse’s former unit, the nurse will be offered the position. There is no guarantee that the nurse will return to their prior position or shift.

   b. Nurses interested in being recalled to positions outside of their former unit will not have priority for filling a vacancy over other nurses.

   c. The recall period following layoff is 45 calendar days. Thereafter, the nurse shall have no recall rights.

   d. Nurses will first be offered employment in the unit they were laid off from, if available. If a position in the unit they were laid off from does not exist, they may apply for positions for which they are qualified (as defined in Article 20.2.6 in the CBA), in other work units. Nurses who refuse the first offer of employment for which they are qualified will forfeit their recall rights.

7. **Partially Vaccinated employees.**
Employees who have received at least one dose of a COVID-19 vaccine and have communicated to their supervisor a clear intent to become fully vaccinated but who are not compliant with the requirements of (OAR 333-019-1010) and OHSU policy 03-30-150 on October 18, 2021 will be placed on unpaid leave and may use
vacation accruals or compensatory time for up to 45 days. Thereafter, non-compliant employees will be laid off per #6 above but without recall rights.

8. **Protected Leave.** Employees on protected leave who are not compliant with the requirements of (OAR 333-019-1010) and OHSU policy 03-30-150 will be notified by mail to their home regarding these requirements. Employees who are not compliant with OHSU policy effective their return-to-work from protected leave date will be placed on unpaid leave and may use vacation accruals or compensatory time for up to 45 days from return-to-work date. Thereafter, non-compliant employees will be laid off per #6 above but without recall rights.

9. **Exceptions.** Nurses may request and be approved for a medical or religious exception as provided under OAR 333-019-1010 (temporary rule). Requests will be evaluated pursuant to the Americans with Disabilities Act and Title VII of the Civil Rights Act, and state law equivalents which may result in reassignment of the nurse to a different position and/or department, or if no reassignment is available, termination of employment.

If the exception is not approved by October 18, 2021, either because the request is denied or is still in review, the employee will be placed on unpaid leave and may use vacation accruals or compensatory time. The employee will have up to 45 days from notice of denied exception or October 18, 2021, whichever is later, to become compliant. Thereafter, the non-compliant employee will be laid off per #6 above but without recall rights.

10. **Grievance Process:** Grievances of denied exceptions will be heard directly at Step 2.

11. **Term:** This Agreement shall remain in effect through December 31, 2021 subject to the right of the Employer or Association to terminate upon providing fourteen (14) calendar days advance notice. For the duration of this Agreement both Employer and Association are committed to maintain open communication to problem solve as issues arise.

For **EMPLOYER**

Magda Leo, Interim Director of Labor Relations  
09/29/21

Date

For **UNION**

Amber Cooper, Labor Relations Representative  
9/29/21

Date