Memorandum of Agreement

COVID Vaccine Mandate

Between

Samaritan Health Services

And

Oregon Nurses Association (ONA)

This Memorandum of Agreement (Agreement) is hereby entered into between the Samaritan Health Services (“Hospital”) and the Oregon Nurses Association (“Association”), collectively the “Parties.”

The Oregon Nurses Association (hereinafter “the Association”) and Samaritan Health Services enter into the following Memorandum of Agreement governing the represented nurses at Good Samaritan Regional Medical Center, Samaritan Albany General Hospital, Samaritan Lebanon Community Hospital, Samaritan Pacific Communities Hospital (hereinafter “SHS”). The parties share a mutual interest in assuring the health and safety of patients, clients, families, staff and the community while mitigating potential exposure and illnesses to nursing staff from COVID-19. Due to the increased risk of infection and transmission that members accept by working in healthcare, the parties commit to encouraging members to utilize vaccine clinics, education, and personalized resources for members to become vaccinated. SHS and ONA are committed to providing support, education, and resources for those wishing to submit exceptions to the vaccine mandates.

Therefore, the parties do hereby agree that:

1. **Non-Discrimination Based on Vaccination Status**: No nurse shall be subject to retaliation or discipline, based upon their vaccination status. However, RNs who choose not to meet the mandate requirements may have a change in their employment status.

2. **Post-Vaccination Protection**:
   a. Nurses experiencing significant side effects as a result of the vaccination series (e.g., fever, extreme malaise) that prevent the nurse from working will be instructed to contact their manager to inform their manager 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). Any nurses experiencing side effects from the vaccine should
follow the regular call off procedure for their department. If Samaritan Health Services
provides any vaccine related support and/or benefits to the majority of employees in the
future, ONA represented nurses would also be included.

b. No unscheduled absence from work shall be counted as an “occurrence” under the
Hospital attendance policy if the unscheduled absence occurs due to a side effect from
the administration of any COVID-19 vaccination.

3. **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. This information may be shared with those who need to
      know, including the nurse’s supervisor and/or manager.
   c. Information as to the vaccination status of each nurse shall be maintained in a
      confidential file, separate from their personnel file.

4. **Furlough:** In the event of a department closure or reduction in services, nurses in that department
will be offered work in other departments equivalent to their current FTE. If the hospital is not
able to utilize the nurse in another department to the full FTE, the hospital may offer furloughs, as
outlined in the agreed upon SHS/ONA COVID LOA.

The furlough process shall be as follows:

When SHS determines the need to limit work available in certain areas, SHS will allow members
to volunteer for furlough. If more members volunteer than an SHS facility can feasibly allow to
furlough to maintain operations, SHS shall give preference to those with the most seniority so
long as the member maintains the knowledge, skills and abilities to provide patient care.

a. If the furlough does not begin immediately, when possible, members will be notified
   one-week prior to the beginning of such approved furlough. The member’s last day of
   coverage under the group medical and/or dental plan will be the last day of the month
   following the start of the furlough. Medical, pharmacy, dental and vision benefits will
   continue through Samaritan Choice Plan COBRA continuation coverage until the last
day of the following month. SHS shall pay the employer portion and the members will pay their standard premium contribution directly to Samaritan Choice Plan. The premium contributions will be converted from bi-weekly to a monthly amount. Other continuing coverage options may be available, i.e. the Affordable Care Act and such eligibility would be determined by that plan.

b. As allowed by the insurance carrier, Cigna supplemental insurance coverage (Life, AD&D, Disability, Accidental Injury, and Critical Illness Insurance) will remain active until the last day of the following month for furloughed members. Any missed premiums will be deducted from the member’s paycheck (or paychecks depending on the amount in arrears) following their return to work.

c. During a furlough period there will be no effect to the member’s seniority.

d. The member may not use PTO while out on furlough, however their PTO bank will remain intact and available for use upon their return from furlough so long as the employee is not out for longer than thirty-five (35) days.

e. While out on furlough, members can pick up hours outside of SHS facilities through an agency.

f. Any members that have been approved for furlough and have scheduled call during the furlough period will be relieved of all call during the furlough period. Vacated call shifts (i.e., “Orphan” call) shall continue to be paid as specified in each contract.

5. **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.

6. **Appeal Process:** Appeals shall be reviewed by the SHS Appeals Committee and during this timeframe of review the nurses shall continue to work.

7. **Term:** This Agreement is non-precedent setting and shall begin upon execution and remain in effect until the executive mandate is lifted when it will expire of its own accord unless renewed by mutual agreement. The parties agree to meet for a check-in on or around March 1, 2022. Any modifications to current mandates shall be subject to further impact bargaining which either party may initiate. For the duration of the agreement, the parties are committed to on-going communication in an effort to resolve issues that may arise.
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<th>Name</th>
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<td>Scott Russell, Director of Employee Relations, Samaritan Health Services</td>
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<td>Tizoc Arenas, Labor Relations Representative, Oregon Nurses Association</td>
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<td>Christina Carmichael, GSRMC ONA</td>
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