Bargaining Update

Your St. Charles Redmond ONA Executive team met with St. Charles management to present a proposal to mediate impacts of COVID-19 vaccination mandates and offer incentive staffing solutions.

Staffing Incentives:

Based on feedback from the incentive survey and recognizing the severe staffing shortage and ongoing mental and physical strain of working during this prolonged pandemic, the union proposed the following incentives and benefits:

- **For extra shifts picked up above and beyond the nurse’s normal FTE:** $200 reimbursement for childcare. Unlimited access to Professional Mental Health Support Services.

- **A retention incentive for nurses not already eligible for a sign-on bonus:** a bonus in the amount of $5,000 for 0.9 FTE or greater, a pro-rated bonus based on FTE and $1,500 bonus for per diem.

- **For nurses voluntarily taking a temporary reassignment and a change in schedule** (e.g. from relief to PT/FT, PT to FT, days to nights, etc.) **at the request of the employer:** $5,000 for a 12-week assignment and $2,500 for a 6-week assignment.

- **Float Differential:** All nurses that take a float assignment out of their home department will receive a $3/hour differential. All extra shifts above a nurse’s normal schedule will be compensated at CNS, plus $10/hr.

- **Critical Needs Pay:** the CNS will be two times the hourly rate: plus $10/hr. All nurses, regardless of status, will be eligible for CNS. The union proposed this as a 6 month rolling agreement.

The proposal covered the following COVID-19 vaccine mandate issues:

- **Education:** Proposed that the union and St. Charles would work together on vaccine education with the hope to increase vaccination rates among nurses.

- **PPE:** Proposed that N-95 or higher levels of PPE will be available for high risk groups. Also proposed that N-95 masking could be required as a condition of employment for an accommodation of an exception.

- **Non-Discrimination Based on Vaccination Status:** Proposed non-discrimination language.

- **Side Effect Protection:** Proposed paid leave of up to seven consecutive days post vaccination administration for side effects. Additionally, no unscheduled absence from work shall be counted as an “occurrence” under the attendance policy during the seven consecutive days following the administration of any COVID-19 vaccination or if the nurse receives a positive COVID-19 test.

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Bargaining Update (Continued)

- **Protection of Vaccination Information:** Protection from a requirement to wear and/or carry any indication of vaccination status in a manner that may be visible to their coworkers, patients, or the general public; this includes stickers, badge markers, etc. No nurse shall be required to divulge their vaccination status to anyone other than their employee health or HR and the vaccination status should be separate from their personnel file and only accessed by direct supervisors and employee health on a need-to-know basis.

- **Exemption:** Nurses with an exemption will be allowed to continue to provide patient care with testing and masking requirements as otherwise provided in this MOU.

- **Expedited Grievance Process:** In order to expeditiously obtain a final decision on grievance of a denied exemption or of an insufficient exemption accommodation, the union proposed an expedited grievance process.

  Management’s response was the following counter proposal, included here in its entirety. Note that all incentive requests were removed, and their explanation was that St. Charles had already met incentives with $1000 bonus (pro-rated based on FTE) and thought the St. Charles plan was more equitable than providing the requested incentives to its nursing staff.

Develop Your Skills to Build a Stronger Union

ONA stewards are the lifeblood of what makes our union strong. A strong union has at least one steward for every unit and shift. Stewards are there to answer colleague’s questions and discuss concerns and help keep every nurse up to date on important union activities.

We will offer three, rotating trainings in 2021. Introductory steward training focuses on representing your coworkers and problem-solving workplace issues. Grievance handling covers identifying, filing and following up on contract grievance. Building worksite power stresses how to build your union and create an environment that results in improvements for nurses.

Find the training that works best for you!

Space is limited so register today at:

Letter of Agreement (Agreement)

Between
St. Charles Healthcare System, Redmond
And
Oregon Nurses Association (ONA)

The parties to this Agreement believe all nurses 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, the State of Oregon has mandated COVID-19 Vaccination for healthcare workers with limited exceptions.

Therefore, the parties do hereby agree:

1. **No Retaliation Based on Vaccination Status:**
   No nurse shall be subject to unlawful retaliation based upon their vaccination status.

2. **Side Effect Protection:**
   Nurses experiencing significant side effects because of vaccination (e.g., fever, extreme malaise) will be instructed to contact their leader to inform their leader of the need for time off and contact Caregiver Health to report side effects. Caregiver Health may authorize up to one shift of paid furlough for vaccine related side effects. Nurses will be permitted to use accrued ETO in accordance with policy during the period they are unable to work due to these side effects following their furlough day.

3. **Protection of Vaccine Information:**
   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 public. Nurse are encouraged to sign up for a badge sticker to make entering facilities more seamless. The sticker also serves as proof of vaccination and allows the nurse to show participation and support for the COVID vaccination efforts at St. Charles.

4. **Confidentiality:**
   Information as to the vaccination status of each nurse shall be maintained in a confidential file, separate from their personnel file. The information shall only be accessed by those with a need to know.

5. **Exceptions:**
   Requests for authorized exceptions (religious or medical) to the vaccine mandate will be decided by the medical and religious panels selected by the employer. Upon approval of a medical or religious exception for required vaccination, the nurse shall be required to engage in the interactive process to assess reasonable accommodations.

6. **Termination of Employment:**
   Nurses must be fully vaccinated for COVID-19 or have applied for and been granted a medical or religious exception that can be reasonably accommodated by St. Charles by October 18, 2021. If they do not comply with this requirement, they will be separated from employment effective October 18, 2021. They are eligible for rehire if they comply with the Governor’s mandate or the mandate ceases to be in effect.

**Term:**
This LOA is a non-precedent setting Agreement separate and independent from the parties’ CBA. Alleged violations of this Agreement are not subject to the grievance/arbitration process. The Agreement shall remain in effect so long as the Governor’s vaccine mandate remains in effect, or the parties reach a mutually agreed written successor Agreement.

SCHS-Redmond

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ONA Representative