Memorandum of Agreement (Agreement)
COVID Vaccine Mandate
Between
Tuality Community Hospital
And
Oregon Nurses Association (ONA)

This Memorandum of Agreement (Agreement) is hereby entered into between Tuality Community Hospital ("Hospital") and the Oregon Nurses Association ("Association"), collectively the "Parties."

Whereas, the Parties 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, the Parties to this Agreement are committed to complying with State and Federal mandates related to COVID vaccination requirements; and

Whereas, Hospital has implemented a variety of procedures and policies related to COVID-19 vaccinations for health care workers that have resulted in the full vaccination of many, but not all, Hospital employees; and

Whereas, the Parties agree that COVID vaccination requirements should be implemented through evidence-based, common-sense solutions that protect health care workers and the patients they serve; and

Whereas, Hospital has proposed implementation of a policy that not only requires vaccination of nurses, in compliance with State law, 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 Hospital.
2. **PPE**: In the event a direct patient care nurse receives an exception from mandatory COVID-19 vaccination (as provided under Section 7 below) under state and/or federal rule, in addition to any other protective measures required by the Hospital as part of the exception accommodation, the nurse shall be required to wear an N-95 mask and protective eye wear. Per current practice, all nurses may use higher levels of PPE than required, or as allowed by the Hospital's PPE Committee.

3. **Non-Discrimination Based on Vaccination Status**: No nurse shall be subject to retaliation, discipline, or adverse employment 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, including state or federal law requirements that all nurses become fully vaccinated or obtain an approved exception from the vaccination requirement, and provided that nurses comply with the requirements of any approved exception.

4. **Side Effect Protection**:
   a. Nurses experiencing significant side effects as a result of vaccination (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). Nurses will be eligible to utilize their available PLH hours to cover missed shifts due to the side effects. If nurse exhausts PLH accruals, nurses will be allowed to use EIH accruals without a waiting period, for up to three days from onset of symptoms.
   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, up to thirty-six (36) hours following the vaccination.

5. **Protection of Vaccination Information**:
   a. While it is encouraged, 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 those with a need to know, and in no case shall the information be accessed by anyone who is not the nurse’s direct supervisor, Unit Manager, HR, or Employee Health personnel, or someone working under the direction of Employee Health or HR.

6. **Vaccination Layoff and Recall Rights.** In the event a nurse is not in compliance with OAR 333-019-1010 (temporary rule), other applicable law or policy, the nurse shall be given a minimum of 15 calendar days’ notice of pending vaccination layoff due to non-compliance. During this notice period the nurse will not be permitted to work and will be on an unpaid leave of absence. If the nurse has not become compliant upon the effective date of the layoff, the nurse will be dismissed from employment and the nurse’s position may be filled, subject to the recall rights specified in this Agreement. Article 16.B - Layoff of the Parties collective bargaining agreement shall not apply to temporary vaccination layoffs under this Agreement.

If the nurse becomes compliant with all state or federal vaccination requirements within 45 days of layoff, the employee 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 be able to return to their prior position, FTE, 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 internal 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 in other work units. Nurses who refuse the first offer of employment for which they are qualified will forfeit their recall rights.

7. **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.

8. **Grievance Process:** Grievances of denied exceptions will be heard directly by the CNO or their designee in accordance with Step 2 of Article 12 of the current CBA. The decision made at Step 2 shall be based on CDC, OHA, and EEOC guidance on medical and religious exceptions, and shall not be subject to just cause review. The Step 2 decision shall be final and binding and shall not be subject to further grievance or arbitration. All other terms contained in this agreement are subject to the grievance procedure outlined in the contract.

9. **Term:** This Agreement is non-precedent setting and shall begin upon execution and remain in effect until June 30, 2022 when it will expire of its own accord unless renewed by mutual agreement. In the event that all applicable mandatory vaccination requirements are deemed unlawful by a court or administrative agency, the requirements that this MOU places on Parties shall cease.

For Tuality Community Hospital,

[Signature]
Kelley Frengle, VP of Human Resources

For ONA,

[Signature]
Jocelyn Pitman, Labor Relations Representative