

1 MOU: COVID-19 Vaccination Mandate Policy

2 As a result of WA Proclamation 21-14 issued on August 9, 2021, which mandates healthcare  
3 workers in the State of Washington to be fully vaccinated against COVID-19 by October 18, 2021  
4 as a condition of employment, Catholic Community Services of WW (Employer) and SEIU  
5 Healthcare 1199NW (Union) have entered into the following non-precedent setting agreements.

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- 7 1. All SEIU Healthcare 1199NW represented employees who work in healthcare sites outlined  
8 in WA State Proclamation 21-14 will comply with the requirement to receive a COVID-19  
9 vaccine and be fully vaccinated by October 18, 2021. Employees will follow the medical  
10 and religious exemption process to be exempted from the vaccination requirement.
- 11 a. In the event a medical or religious exemption is not approved, employees will have  
12 fourteen days to file an appeal for their exemption to be reviewed. Employees will  
13 be entitled to a delegate or union representative at any appeal meeting.
- 14 b. Employees who have submitted an exemption application and have not yet received  
15 a determination, or who are appealing their decision, or who have started the  
16 vaccination process but—and who are not fully vaccinated by October 18, 2021 will  
17 be removed from the schedule until they are approved for exemption or become  
18 fully vaccinated against COVID-19. Employees are able to use any paid time off  
19 hours accrued until their application is processed, or they become fully vaccinated.

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21 ~~3.2.~~ Members will be paid for any missed work related to COVID-19 vaccination side effects.  
22 Represented employees will not be required to provide verification of side effects, and  
23 management understands that side effects differ in severity and specificity.

24 ~~4.3.~~ The Employer will provide ATSM Level 1 or greater masks to all members at each shift,  
25 and ATSM Level 1 or greater masks will be replaced following CDC guidelines for  
26 conventional PPE usage. Adequate PPE in addition to ATSM Level 1 or greater masks will  
27 be made available to any employee who requests it. Any employee who requests will  
28 receive an N-95 as long as the Employer has them available.

29 ~~5.4.~~ Management is committed to proactively communicating COVID-19 related information  
30 to promote evidence-based COVID-19 vaccine competency.

31 a. Management will agree to send a communication to all bargaining unit members  
32 detailing the COVID-19 vaccine policy, the process for requesting a medical or  
33 religious exemption, and the appeals process for a denied exemption request by  
34 [insert date].

35 b. Management will provide all communications in employees' preferred languages,  
36 and comply with any additional translation requests.

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37 6.5. The parties will work jointly in the labor management committee to develop a  
38 communication plan to encourage all bargaining unit members to receive the COVID-19  
39 Vaccine.

40 7.6. At no time will the Employer directly or indirectly tolerate any form of discrimination of  
41 any kind as a result of a member exercising their rights to request an exemption from the  
42 COVID-19 vaccination.

43 8.7. If an employee does not adhere to the vaccine mandate or does not have an approved  
44 exemption and ~~resigns in lieu of termination~~ ~~is terminated~~, the employee will be entitled to  
45 full payment of accrued vacation leave. Employees who ~~resign in lieu of termination~~ ~~are~~  
46 ~~terminated~~ shall be eligible for rehire upon becoming fully vaccinated or upon submitting  
47 an approved exemption. Employees who ~~resign in lieu of termination~~ ~~are terminated~~ due  
48 to the COVID -19 vaccine mandate will be considered laid-off for purposes of seniority  
49 and rehire.

50 9.8. The Employer will immediately post vacated positions upon termination of any employee  
51 as a result of non-adherence to the vaccine mandate in order to ensure that staffing levels  
52 do not fall below what the patient census requires. The Employer commits to make every  
53 effort to staff to agreed-upon staffing levels, staffing plans, and matrices. Every effort  
54 includes but is not limited to offering overtime, incentive shift pay, and utilizing agency  
55 and travelers to fill staffing needs. The Employer may offer at least a \$1000 referral (for  
56 the employee) and another at least \$1000 hiring bonus (for the newly hired employee) in  
57 order to quickly fill vacancies.

58 10.9. If a member is terminated and a grievance is filed, the grievance will be expedited and  
59 prioritized by both parties for hearing and resolution.

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61 For those who receive an exemption from following the vaccine mandate, they will be subject to  
62 any/all employer approved alternative(s) that help ensure the safest employment environment  
63 during the pandemic.

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65 No agreements made within this Memorandum of Understanding are meant to alter any other  
66 term or condition included in the Collective Bargaining Agreement(s) beyond any specific  
67 agreement entered into here. This is a non-precedent setting agreement. Nothing in this agreement  
68 prevents the parties from entering into negotiations about additional and unforeseen impacts of  
69 the COVID-19 pandemic.