

Island Hospital – SEIU
Memorandum of Understanding
COVID-19 Vaccination Mandate Policy

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

1. All SEIU Healthcare 1199NW represented employees will comply with the requirement to receive a COVID-19 vaccine and be fully vaccinated by October 18, 2021. Employees may follow the disability and religious exemption process to be exempted from the vaccination requirement.
 - a. The employer will in good faith work to provide accommodations for exempted employees that will not result in a reduction in hours.
 - b. An employee that fails to comply with the terms and conditions of employment by not becoming fully vaccinated or approved for an exemption on or before October 18, 2021 will be considered to have their employment voluntarily terminated. The employee's termination will be considered non-disciplinary and voluntary.
 - c. If an employee voluntarily terminates employment with the Employer for failure to comply with the terms and conditions of employment on or before October 18, 2021 as a result of not meeting the state requirement, that employee may, with requisite proof of a COVID-19 vaccination or an exemption be eligible for rehire without prejudice.
 - d. Upon voluntary termination, the employee will be eligible for pay out of Paid Time Off (PTO) hours in accordance with the collective bargaining agreement and Hospital policy as long as established notice requirements have been met. In accordance with current hospital policy and process, employees who are rehired within 1 year of separation shall begin their PTO accrual rate at the rate they received when employment was terminated.
 - e. Nothing herein shall be construed as requiring a reasonable accommodation in the event such accommodation constitutes an undue hardship to the employer under the ADA, WLAD and Title VII, or such accommodation poses a direct threat to the health or safety of any person.
2. The Employer will make a reasonable effort to provide convenient on-site access to the COVID-19 vaccine at no cost to employees.
3. Members may use accrued sick time for any missed work related to COVID-19 vaccination side effects. Employees are required to report signs and symptoms of side effects to Employee Health.
4. The Employer will ensure access to appropriate PPE for each represented position as necessitated by patient care.

5. Management is committed to proactively communicating COVID-19 related information to promote evidence-based COVID-19 vaccine competency.
 - a. Management will agree to send a communication to all bargaining unit members detailing the COVID-19 vaccine policy, the process for requesting a medical or religious exemption, and the appeals process for a denied exemption request by August 23, 2021.
6. The parties will work jointly in the labor management committee to develop a communication plan to encourage all bargaining unit members to receive the COVID-19 Vaccine.
7. At no time will the Employer directly or indirectly tolerate any form of discrimination of any kind as a result of a member exercising their rights to request an exemption from the COVID-19 vaccination.

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

This agreement shall be effective upon signature and shall continue through the end of the officially declared State of Emergency, however the parties agree to meet, review, and consider any modifications and extensions to this agreement prior, as necessary.

Dated this 24 day of AUGUST, 2021.

For SEIU Healthcare 1199NW

By: Jane Hopkins, Executive Vice President

Signature: _____

Date: 08/25/2021

For Island Hospital

By: _____

Signature: _____

Date: _____