

MOU: 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, Klickitat Health (Employer) and SEIU Healthcare 1199NW (Union) have entered into the following non-precedent setting agreements.

1. All SEIU Healthcare 1199NW represented employees will receive full vaccination or be in the active process of religious and/or medical exemption according to KVH policy by October 18th 2021. Employees will follow the medical and/or religious exemption process to be exempted from the vaccination requirement.
 - a. In the event a medical or religious exemption is denied, employees will have fourteen days to file a written letter of appeal for their exemption to be reviewed. Employees will be entitled to a delegate or union representative at any appeal meeting.
 - b. An employee who has a pending medical or religious exemption or appeal before October 17, 2021 will be placed on paid administrative leave until the review process is complete and a determination is made.
 - c. If an employee's direct supervisor is on the exemption review panel, the employee may request that the person be excused from participating in the review of their exemption request.
 - d. An employee who is within two weeks of becoming fully vaccinated on October 18, 2021 and intends to become fully compliant by November 1, 2021 may be placed on unpaid administrative leave for up to two weeks.
2. The Employer will provide on-site COVID-19 vaccinations (Pfizer) for all employees and will be administered to the employee on paid time. If an employee chooses to receive the single dose Johnson & Johnson vaccine, they may contact the Public Health Department to schedule their vaccination and such time will be paid, up to one hour.
3. Employees may use their Paid Sick Leave for any work missed related to COVID-19 vaccination side effects. WA PSL rules will apply.
4. The Employer will provide and pay for all testing and PPE, including N-95 masks, that is required as a reasonable accommodation and/or follows the CDC guidelines for conventional PPE usage.

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 10/17/21.
 - b. Management will provide all communications in employees' preferred languages, and comply with any additional translation requests.
6. At no time will the Employer 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.

If termination occurs:

1. If an employee does not adhere to the vaccine mandate and does not have an approved exemption, they will receive a non-disciplinary termination on October 18, 2021. Employees who are terminated shall be eligible for rehire upon becoming fully vaccinated or upon submitting an approved exemption. Employees who are terminated due to the COVID -19 vaccine mandate will be considered laid-off for purposes of seniority and rehire.
2. Full payment of accrued vacation will be honored if the employee submits an official two week notice by October 11, 2021. The employee may use PTO for the second week of their two week notice (the week of October 18).
3. The Employer will immediately post vacated positions upon termination of any employee as a result of non-adherence to the vaccine mandate. The Employer commits to make every effort to staff to agreed-upon staffing levels, staffing plans, and matrices.
4. If a member is terminated and a grievance is filed, the grievance will be expedited by both parties for hearing and resolution.