

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,
4 2021 as a condition of employment, Lincoln Hospital and SEIU Healthcare 1199NW (Union)
5 have entered into the following non-precedent setting agreements.

- 6
7 1. All SEIU Healthcare 1199NW represented employees will comply with the requirement to
8 receive a COVID-19 vaccine and be fully vaccinated by October 18, 2021. Employees
9 will follow the medical or religious/deeply held personal belief exemption process to be
10 exempted from the vaccination requirement.
- 11 a. In the event a medical or religious/deeply held personal belief exemption is not
12 approved, employees will have fourteen days to file an appeal for their exemption
13 to be reviewed. Employees will be entitled to a delegate or union representative at
14 any appeal meeting.
 - 15 b. Employees who are not approved for exemption or who are not fully vaccinated by
16 October 18, 2021 will be removed from the schedule until they are approved for
17 exemption or become fully vaccinated against COVID-19. After 2 weeks from
18 October 18th, 2021 the employer will move forward to fill the position. Employees
19 are able to use any paid time off hours accrued, except for sick time off. Upon
20 exhaustion of any paid time off (non-sick leave), employees will be placed in a
21 furlough subject to recall based on the CBA section 5.5.6 and 5.5.7 based on open
22 and available positions.
- 23 2. The Employer will schedule COVID-19 vaccinations during work time and not the day
24 before an employee's regularly scheduled days off.
- 25 3. Effective on the date of execution of this MOU, members will be paid for (1) one day by
26 the employer for work missed related to COVID-19 vaccination side effects. Represented
27 employees will not be required to provide verification of side effects prior to 3 days, and
28 management understands that side effects differ in severity and specificity.-Employees
29 who miss more than one (1) day of work due to COVID-19 vaccine side-effects may use
30 leave time pursuant to the CBA. Should an employee not have accrued sick leave
31 available (i.e. new hires) employees who miss work due to COVID-19 vaccine may use
32 the employer paid COVID pay.
- 33 4. PPE and N95 masks will be provided as needed per CDC guidelines.
- 34 5. Management is committed to proactively communicating COVID-19 related information
35 to promote evidence-based COVID-19 vaccine competency.
- 36 a. Management will agree to send a communication to all bargaining unit members
37 detailing the COVID-19 vaccine policy, the process for requesting a medical or

38 religious exemption/deeply held personal belief, and the appeals process for a
39 denied exemption request by September 10th, 2021.

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

42 6. The parties will work through the Conference Committee to resolve any mutual problems
43 related to COVID-19

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

47
48 No agreements made within this Memorandum of Understanding are meant to alter any other
49 term or condition included in the Collective Bargaining Agreement(s) beyond any specific
50 agreement entered into here. This is a non-precedent setting agreement. Nothing in this
51 agreement prevents the parties from entering into negotiations about additional and unforeseen
52 impacts of the COVID-19 pandemic.

53

54