

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
SERVICE EMPLOYEES INTERNATIONAL UNION 1199NW**

COVID-19 continues as an ongoing and present threat in Washington State. The measures we have taken together as Washingtonians over the past 18 months, have made a difference and have altered the course of the pandemic in fundamental ways.

COVID-19 vaccines are effective in reducing infection and serious disease, and widespread vaccination is the primary means we have as a state to protect everyone. Widespread vaccination is also the primary means we have as a state to protect our health care system, to avoid the return of stringent public health measures, and to put the pandemic behind us.

It is the duty of every employer to protect the health and safety of employees by establishing and maintaining a healthy and safe work environment and by requiring all employees to comply with health and safety measures. As a result of the above noted situation, to help preserve and maintain life, health, property or the public peace, all employees of the State of Washington are now required to become fully vaccinated or covered by an exemption in accordance with the Governor's proclamation 21-14.1.

In recognition of the above, the parties enter into the following non-precedent setting agreement:

1. All nurses will take the necessary steps to be fully vaccinated by **October 18, 2021** or be approved for a medical or religious accommodation, unless otherwise authorized under this agreement. The definition of fully vaccinated may include FDA-approved booster shots. The parties agree to meet within thirty (30) days of any announcement that booster shots will become a requirement for continued employment and bargain the impacts in good faith to achieve the health and safety goal.
2. **Exemption process:**
 - a) The Employer will provide nurses with instructions and a list of all necessary materials that need to be submitted to process an exemption within three (3) business days of request. Exemption instructions and materials will also be posted immediately to Agency Sharepoint systems or secured network drives with an email notice to all staff.

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- b) Nurses will follow the agency designated process for seeking a religious or medical exemption, as soon as possible. Nurses shall be required to submit the request no later than **Monday, September 13, 2021**. Requests received after this date will not be subject to the provisions contained in Section 9b.
- c) In the event that a nurse is unable to submit all the documentation by September 13, 2021 due to circumstances beyond their control, the Employer may grant a reasonable extension to this deadline.
- d) Nurses whose exemption requests are not approved will secure a vaccination appointment and provide verification of being fully vaccinated by October 18, 2021.
- e) Only HR staff or staff who are bound to protect confidential and sensitive information will handle and process exemption documentation.

3. Accommodations for medical or religious exemptions

- a) Nurses with approved medical and religious exemptions will automatically proceed to the accommodation process. The Employer will conduct a diligent review and search for possible accommodations within the agency. Nurses requesting accommodation must cooperate with the Employer in discussing the need for and possible form of any accommodation.
- b) Consistent with current practice, all information disclosed to the Employer during the accommodation process will be kept confidential. This information will only be accessed by the Employer on a need-to-know basis.
- c) Upon request, a nurse will be provided a copy of their reasonable accommodation information that is maintained by the Employer.
- d) The Employer will determine whether a nurse is eligible for an accommodation and the final form of any accommodation to be provided. The Employer will attempt to accommodate the nurse in their current position prior to looking at accommodations in alternative vacant positions.
- e) In the event that an accommodation is not available for a nurse with an approved medical or religious exemption, they will be subject to non-

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disciplinary separation. A nurse separated due to disability will be placed in the General Government Transition Pool Program if they submit a written request to the agency's Human Resource Office for reemployment in accordance with WAC 357-46-090 through-105 and have met the reemployment requirements of WAC 357-19-475.

4. Vaccine verification

- a) All information disclosed to the Employer during the vaccination verification process will be stored in the employee's confidential medical files only. This information will only be accessed on a need-to-know basis.

5. Vaccine access and education

- a) Vaccination education may be provided on work time where operationally possible by and with established affinity groups or other venues where possible and as soon as possible. This may include, offering vaccination Q&A sessions with medical professionals and providing vaccine information in multiple languages.
- b) Nurses who have difficulty accessing vaccinations, due their remote location or other circumstance, will inform their supervisor or HR representative as soon as possible. The Employer will assist in identifying vaccination sites with available appointments.
- c) Time spent traveling to the vaccination site and time spent receiving the vaccine are considered hours worked. The employer may require that the time be supported by documentation, which may include proof of vaccination.
- d) OFM will provide nurse vaccination rate data to the Union no later than September 20, 2021 and will provided updated reports as they are generated, bi-weekly at a minimum. This data will be provided in excel format and be broken down by agency and further broken down by institution as applicable. The Union and the Employer will use this data to partner in targeting locations for vaccination education and vaccination access.
- e) The employer will provide the number of exemptions and accommodations requested and the number of exemptions and accommodations approved from the bargaining unit of SEIU Healthcare 1199NW on a semi-monthly basis beginning October 1, 2021 through November 30, 2021. Upon request, the parties (the vaccine mandate

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bargaining team) will meet to discuss the information up to two times between October 15 and November 30, 2021. SEIU will provide topics of discussion in advance of the meetings to allow the Employer to prepare.

6. Workplace safety

- a) In accordance with current mandates, DOH, L&I and CDC as well as federal, state and/or local guidelines:
 - i. employee and visitor masking will be required as outlined by the above referenced guidelines.
 - ii. symptom screenings will continue in accordance with the above referenced guidelines.

- b) If the employer requires a nurse to get a Covid-19 test, it shall be done on the Employer's time and expense.

- c) The DOH will track worksite and public health data (such as Covid-19 cases, hospitalizations, and deaths) and abide by safety protocols established by CDC and DOH.

- d) The employer will provide the recommended PPE to include N95 and PAPR for use per CDC, DOH and L&I guidelines. Training on donning and doffing PPE will be provided upon request.

- e) The employer will not tolerate discrimination. Nurses who believe they have witnessed or are the subject of discrimination are encouraged to report those concerns as outline in Article 1.4 of the CBA.

7. Paid leave

- a) When a nurse tests positive using a rapid test at screening, and is sent home to isolate and the confirmation test comes back negative, any use of accrued leave during the isolation period will be credited back to the nurse's leave bank.

- b) If the nurse's accrued sick leave is at risk of falling under forty (40) hours, they may request shared leave as outlined in the CBA if they are required to isolate or quarantine and the employer is unable to accommodate an alternative work assignment.

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- c) After October 19, 2021 and no later than December 31, 2021, employee's leave accounts will be credited one (1) personal leave day in addition to the current personal leave day per CBA. This personal leave day must be taken within the 2022 calendar year.

8. Workplace conditions

- a) Each agency will establish a contingency plan to address potential staffing crisis due to vacancies created by the vaccination mandate. The initial draft will be provided to the Union as soon as possible.
- b) Due to public and staff safety concerns the content of these plans will not be made public without mutual written agreement by the parties to this MOU. The parties agree to continue to meet to discuss questions regarding contingency plans.
- c) Any emergency contracting out due to short staffing as a result of this mandate will supplement and not supplant bargaining unit positions.
- d) The employer will post vacated positions as soon as practical to fill vacant positions as a result of non-adherence to the vaccine mandate in order to ensure that staffing levels do not fall below the minimum staffing levels required. For those direct care ward based and float pool positions at CSTC, ESH, and WSH covered by Bid Process MOU, Section 4 of the existing Bid Process MOU does not apply. Nurses who are offered a bid transfer must respond within 72 hours or the bid will be offered to the next eligible senior nurse. These provisions will be in effect through December 31, 2021. The Employer commits to make every effort to staff to staffing levels, staffing plans, and matrices minimizing the use of mandatory overtime and utilizing on-call, volunteer, agency and travel nurses to fill staffing needs.
- e) If staffing levels cannot be maintained within DSHS facilities with established JNSC, the union and the employer will convene an emergency meeting of the JNSC to discuss and create solutions to maximize patient and staff safety. For all other areas within DSHS, DCYF and DOH, the Union may request an emergency meeting with the appointing authority of the affected area to discuss staffing concerns and to seek solutions.

9. Conditions of Employment

- a) If a nurse is not fully vaccinated by October 18, 2021 and has officially submitted retirement paperwork to DRS, the nurse may use accrued

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leave or leave without pay until their retirement date. This provision expires on December 31, 2021. The use of accrued leave shall be subject to the definitions and provisions in the collective bargaining agreement.

- b) If a nurse has initiated their exemption request by September 13, 2021 and cooperates with the process, and the exemptions it is still being reviewed on October 18, 2021, the nurse will suffer no loss in pay until the exemption decision is provided. If a nurse's exemption request has been approved but an accommodation has not been identified, the employee may use a combination of annual leave and leave without pay after October 18th. If the exemption request is identified or an accommodation is not available, the employee may use a combination of annual leave or leave without pay for up to 45 days to become fully vaccinated. Failure to provide proof of beginning the process of becoming fully vaccinated within ten (10) calendar days of denial will result in non-disciplinary separation. Failure to provide proof of full vaccination within the 45-day period will result in non-disciplinary separation.
- c) If a nurse receives the first dose of the vaccination late and fails to become fully vaccinated by October 18, 2021, the nurse may use leave without pay for up to thirty (30) days and retains the right to return to their previous position or a vacant position in the same job class at their work location provided the nurse has become fully vaccinated and the employer has not permanently filled their previous position. This provision expires on November 17, 2021.
- d) If a nurse has not initiated an exemption request and fails to provide proof of vaccination by October 18, 2021, the employee will be subject to non-disciplinary separation. Nurses who are subject to non-disciplinary separation shall be eligible for state employment upon becoming fully vaccinated.
- e) Leave without pay taken in accordance with this MOU will not impact seniority dates.
- f) By mutual agreement, any grievance pertaining to provisions in this MOU will be expedited.

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The provisions of this MOU shall expire on December 31, 2021 and may be renewed upon mutual agreement.

For the Employer

Brenda Moen

Brenda Moen, Labor Negotiator
OFM/State Human Resources

For the Union



Jane Hopkins, Exec. Vice President
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