

Memorandum of Understanding between Community Health Care (CHC) and SEIU 1199NW

This MOU is entered into by and between CHC and SEIU 1199NW and will become effective on the date signed as provided below.

The parties agree to enter into the following understandings as outlined below:

1. All SEIU bargaining unit represented employees (hereby referred to as members) will comply with the requirement to receive a COVID-19 vaccine.
2. CHC will provide on-site COVID-19 vaccinations and boosters for all members and will be on paid time.
3. Employees are permitted to obtain an appointment to receive their vaccination at any time and CHC location that works best for them on paid time. If employee chooses to receive the vaccine at a location other than CHC, they can use sick, vacation or leave without pay in accordance with CHC standards. Employees are to schedule time in advance with their managers to ensure limited impact to patient care.
4. Employees may use accrued sick leave, vacation time or unpaid leave for days missed related to COVID-19 vaccination side effects. Employees are required to call the employee health hotline if they develop any symptoms of COVID-19.
5. If requested, CHC will provide N-95s to members that have been fit tested at each shift, and N-95s will be replaced following CDC guidelines for conventional PPE usage.
6. CHC is committed to proactively communicating COVID-19 related information to promote understanding amongst the employee population.
7. CHC will agree to send a communication to all bargaining unit members detailing the COVID-19 vaccination standards and the process for requesting an exemption.
8. If a member wishes to request a medical or religious exemption from receiving the COVID-19 vaccine they will adhere to the exemption request process. Members will submit their exemption requests by Friday, September 27, 2021. Failure to submit exemption requests by this date will be considered a waiver of their right to request an exemption. Exemption decisions will be made and communicated to the employee no later than October 4, 2021. Employees who refuse to complete the interactive accommodation process by October 2, 2021, will have their exemption request denied. If an employee is denied exemption and chooses to get vaccinated at that time, the employee will be placed on an unpaid leave of absence until they are fully vaccinated or up until November 17th, 2021. If the employee is fully vaccinated by November 17th, 2021 they will return back to their regular shift and FTE.
9. Employees will stay on their regular schedule during the exemption review process, up until October 18, 2021.
10. Members will not be requested or required to physically wear or display any indication of their vaccination status (i.e. buttons, stickers, etc.). Employees who receive exemptions may be required,

without limitation, to wear additional PPE as an accommodation which may unintentionally make their vaccination status know.

11. 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.
12. Members who are "non-disciplinary dismissed" from employment due to non-vaccination shall be eligible for rehire and all aspects of the layoff language in Article 6.4 of the CBA will apply. For purposes of prior notice referenced in Article 6.4, the initial date of the Governor's proclamation of August 18, 2021 will be acknowledged as the date of notice. Recalled employees must comply with the vaccine mandate at the time of recall to be reinstated. Those members will leave in good standing and will be paid out all of their accrued vacation and sick as per the CHC standards.
13. CHC will not tolerate any form of discrimination based on a protected status.
14. SEIU reserves all rights under to - Employment Practices and - Grievance Procedure.
15. The parties recognize that the Vaccine Mandate proclamation has the full force and effect of law, that it may change at any time, given the state of emergency that exists in the State of Washington, and that CHC must follow the law. As a result, CHC may be required to modify the terms of this MOU where it may conflict with the vaccine mandate.
16. The parties recognize that the State of Washington 1) is in the midst of a global pandemic; 2) is under a series of emergency orders which have been amended from time-to-time and are likely to be amended again; 3) has faced supply shortages have occurred and may recur, and 4) may face future circumstances that cannot be known or prepared for at this time. The parties further recognize that Community Health Care must and will follow the law, manage any shortages and otherwise protect patients and employees, and that CHC reserves the right to take action accordingly and agrees to resume negotiations regarding the effects of the mandate following any changes to the vaccine mandate requirement by state or federal government.

No agreements made via this specific Memorandum of Understanding are meant to alter any other term or condition included in the Collective Bargaining Agreement beyond any specific agreement entered into here.

COMMUNITY HEALTH CARE

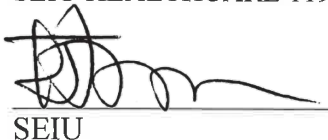


David Flentge, President and CEO

10/19/21

Date

SEIU HEALTHCARE 1199NW



SEIU

10/26/2021

Date