

## MEMORANDUM OF AGREEMENT

UFCW Local 21 (“UFCW”) and SEIU 1199NW (“SEIU”) (collectively, “Unions”), and Skagit Regional Health (Employer) (collectively, “the Parties”) hereby enter into the following Memorandum of Agreement regarding the implementation of the Governor’s Proclamation 21-14 (“Proclamation”), which requires certain employees in the State of Washington, including Health Care Providers as defined by the Proclamation, to become fully vaccinated against COVID-19 by October 18, 2021.

### I. Principles.

- A. Health care workers are on the front lines in the delivery of essential health services to patients during a State of Emergency.
- B. The decisions of all parties should be informed by the Centers for Disease Control and Prevention (CDC), Occupational Safety and Health Administration (OSHA), and other public health agencies.
- C. The parties wish to work together to take reasonable steps for a safe, equitable and effective process for administering, distributing, and receiving the COVID-19 vaccination.

### II. Agreement.

1. Health Care Providers working for the Employer and represented for collective bargaining purposes by the Unions who are covered by the Proclamation and are not exempted are required to be fully vaccinated by October 18, 2021.
2. The Employer, if vaccines are reasonably available, will provide convenient on-site access to the COVID-19 vaccine at no cost to employees.
  - a. The Employer will provide up to an hour of paid time off for employees to get vaccinated, if the vaccination is scheduled outside the employees’ work time. Paid time off will be at the employee’s base rate, and will not count toward overtime. Employees will attempt to get vaccinated on work time.
  - b. The Employer will keep any employee medical information obtained during the vaccination program confidential in accordance with applicable law.
3. Employees are not required to get vaccinated against COVID-19 if they are entitled under the Americans with Disabilities Act (ADA), Title VII of the Civil Rights Act of 1964 (Title VII), the Washington Law Against Discrimination (WLAD), or any other applicable law to a disability-related reasonable accommodation, or a sincerely held religious belief accommodation. The employer will consider and respond to requests for

exemption accommodations as promptly as reasonably possible under the circumstances. Employees who qualify for an exemption may receive a reasonable accommodation, on a case-by-case basis, that does not require them to become vaccinated (an “exemption accommodation.”) The accommodation may include, but is not limited to:

- a. COVID-19 testing. If testing is part of a reasonable accommodation, employees will attempt to get tested on work time. If the employee is tested on non-work time, they will be paid for the time required to be tested, up to thirty (30) minutes, and such paid time shall not be counted for purposes of overtime.
- b. Screenings, personal protective equipment such as face masks (including, for example, and as available, CAPR/PAPR, N-95s, and/or face shields);.

Any exemption accommodations shall not result in a reduction in work hours unless the reasonable accommodation (such as a leave of absence) involves a reduction in work hours. Any reduction in work hours shall be a mutually agreed upon accommodation by the employer and the employee.

4. An employee who cannot comply with the Proclamation (i.e., unvaccinated, and without a basis for a medical or religious exemption accommodation) and who will therefore be subject to non-disciplinary separation from employment on October 18, 2021, may request a Leave of Absence under the terms of their applicable collective bargaining agreement or, if there is no Leave of Absence provision in such agreement, under Employer policy. Such Leaves of Absence must be requested by October 4, 2021 and may not exceed one year in duration. Under no circumstances will employees who are not fully vaccinated and who have not received an approved reasonable accommodation exemption be allowed to return to work from a leave status after October 18, until they either receive an exemption or are fully vaccinated. An employee on a leave of absence pursuant to this paragraph shall not accrue benefits or seniority while on a Leave of Absence.
5. A Hospital program administrator will be designated for employees to contact with questions or concerns regarding the COVID-19 vaccine.
6. If an employee experiences any adverse side effects from receiving the COVID-19 vaccine that make them unable to work, the employee may use annual leave, sick leave, or PTO, as applicable, during recovery time. If the employee uses leave, the employee will experience no loss of pay during this recovery period. An employee who does not have sufficient accrued leave to cover time they are unable to work due to adverse side effects from receiving the COVID-19 vaccine shall have immediate access to EIB and/or an assurance that if the employee does not have enough accrued earned time (e.g. a newer employee) shall be able to take unpaid time without penalty for up to three (3) days.
7. The Hospital’s routine infection prevention and source control practices in place during the duration of the COVID-19 pandemic (including testing if appropriate) shall nonetheless continue after October 18, 2021, in order to

protect patients, staff, and communities.

8. On a monthly basis the Employer will provide the following to the Unions,
  - a. The number of its represented health care workers who are on leave from contracting COVID-19 or who have been exposed.
  - b. The percent of workers who are vaccinated.
  
9. Employees who have not complied with the Proclamation by October 18, 2021 will be subject to non-disciplinary dismissal from employment or other change in employment status. The employer may, however, provide a reasonable grace period for compliance beyond October 18, during which time the employee could be placed on a leave of absence.
  
10. Employees who are currently on a leave of absence through October 18, 2021 must comply with the Proclamation by their return-to-work date.
  
11. Nothing in this MOU is precedent setting and it shall not be relied on to establish a practice.
12. This memorandum of agreement is subject to the collective bargaining agreement, including just cause. Alleged violations of this memorandum of agreement are subject to the grievance and arbitration provisions of the parties' respective collective bargaining agreements. Employer's decisions regarding requested accommodations are not subject to grievance and arbitration unless as part of a grievance regarding discipline that stems from denial of a requested accommodation.
  
13. Reservation of rights.
  - a. Nothing in this MOU shall be construed to modify any rights or obligations under the Collective Bargaining Agreements between SRH and the Unions. All terms of the current Collective Bargaining Agreements remain in effect.
  - b. Nothing in this MOU is, or shall be construed to be, a waiver of any right or obligation to bargain.
  - c. Nothing in this MOU is, or shall be construed to be, a waiver of any right an employee or any of the Unions have under any local, state or federal law.

### **III. Duration.**

This agreement shall be effective upon signature and shall continue through the end of the officially declared State of Emergency by the Governor of Washington State, or until the Proclamation is revoked.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

For SEIU 1199NW

For Skagit Regional Health

By: \_\_\_\_\_

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

For UFCW 21

By: Faye Guenther, President

Signature:  \_\_\_\_\_

Date: 10/05/2021 \_\_\_\_\_