

MEMORANDUM OF AGREEMENT IMPLEMENTATION OF PROCLAMATION 21-14.1

The Washington State Nurses Association (WSNA), and Central Washington Hospital (CWH) 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 to become fully vaccinated against COVID-19 by October 18, 2021. WSNA and CWH support science-based public health directives on COVID-19 vaccination requirements for frontline health care workers, with medical and religious exemptions. We stand firmly behind vaccination as the best way to save the lives of patients, family members and members of our communities.

I. Agreement.

1. Bargaining unit employees (employees) who are covered by the Proclamation and are not exempted are required to be fully vaccinated by October 18, 2021.
2. The Employer will make a good faith effort to provide access for all COVID-19 vaccines authorized for emergency use, licensed, or otherwise approved by the FDA at no cost to employees.
 - a. The Employer will keep employee vaccination status obtained during the vaccination program confidential.
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.
 - a. The Employer must work with individuals who have been granted an exemption to determine if an accommodation can be made, or if the accommodation would result in an undue hardship or present a direct threat to the safety of the employee or others. Where no such hardship or threat to safety can be identified, the employer will grant the accommodation..
4. The following provisions apply to employees who resign or quit from employment on or before October 18, 2021, specifically due to the Proclamation:

Return to Work. The employee may, with requisite proof of a COVID-19 vaccination, return to work with the Employer within twelve (12) months following separation without prejudice. When an opening in the bargaining unit occurs, it shall be posted in accordance with the Job Posting requirements of the applicable collective bargaining agreement. The employee may bid on the posted position once it is offered to external

candidates; the position will be awarded to separated employees on the basis of seniority at the time of separation before it is awarded to a non-separated employee/outside applicant.

Restoration of Seniority. Upon returning to work for the Employer under this provision, a separated employee shall have all seniority restored.

5. The Employer is responsible for providing appropriate orientation and training for employees to safely perform their job. The Employer, at its discretion, may designate a program administrator for employees to contact with questions or concerns related to COVID-19.
6. The Employer will place employees who have contracted COVID-19 in isolation and/or quarantine employees who have been exposed to COVID-19 in a paid leave status via accrued time off benefits during this isolation/quarantine period so long as, the employee is (a) fully vaccinated by October 18 or the date of hire, whichever is later, or (b) has been approved for a medical or religious accommodation by October 18 or the date of hire, whichever is later.
7. The Employer's routine infection prevention and source control practices during the duration of the COVID-19 pandemic shall continue after vaccination to protect patients, staff, and communities. Screenings, protective equipment such as face masks and face shields and SARS-COV-2 testing, will be provided at no cost to employees.
8. On a monthly basis the Employer will provide the following to the Union,
 - a. The number of WSNA represented employees who are on leave from contracting COVID-19 or have been exposed.
 - b. The number of WSNA represented employees who are vaccinated.
9. The Employer shall not require employees to wear any article of clothing or equipment, including buttons, stickers, etc., indicating their vaccination status.
10. This Memorandum of Agreement is subject to the grievance and arbitration provisions of the parties' collective bargaining agreement.

Covid Personal Leave of Absence:

- A. **Definition:** Confluence Health (CH) will authorize paid and/or unpaid leaves of absence to employees with approved religious or medical exemptions who cannot otherwise be accommodated because it would present an undue hardship or direct threat; for those whose applications for religious or medical exemption and accommodation were not processed by October 18; and for those who chose not to be vaccinated by October 18, 2021. The administration of these leaves shall be conducted in accordance with related procedures, CH policies and State and Federal regulations.

B. Eligibility: Regular Full Time and Part Time employees.

C. Amount of Leave:

1. PLOAs will be granted for 12 weeks for those with an approved religious or medical exemption but who cannot otherwise be accommodated because it would present an undue hardship or direct threat; for those whose applications for religious or medical exemption and accommodation were not processed by October 18; and for those who chose not to be vaccinated by October 18, 2021.
2. There will be no extensions granted beyond the initial 12 weeks.
3. Leaves are granted for all current employees that do not meet the criteria established by CH in relation to the Governor's COVID 19 Vaccination Requirement.

D. Use:

1. For employees who request religious or medical exemptions, if a reasonable accommodation cannot be provided because it would present an undue hardship or direct threat, or if the request for exemption and accommodation is not processed by October 18, employees may request a PLOA. Employees not seeking an accommodation should request a PLOA by submitting the *Personal Leave Request Form* as far in advance as possible.

E. Pay:

1. A personal leave of absence will be paid through an employee's PTO bank account. If an employee does not have PTO, then the leave will be unpaid.
2. The employee will retain the same life and health insurance (medical and dental) coverage received prior to the start of the leave. In order to maintain coverage, if in an unpaid status, the employee must pay the employee contribution toward the insurance premiums throughout the leave. The employee must arrange to make payments to the Accounting Department during the leave since payroll deductions will not be possible.
3. In the event an employee does not return to work from PLOA, group health insurance coverage will be discontinued, and the employee will become eligible for coverage under COBRA.
4. Employees will NOT accrue PTO while using PTO on a COVID leave of absence.

F. Job Reinstatement:

1. An employee who returns from an PLOA will be eligible to return to the same or equivalent position held at the start of the leave. However, this is not guaranteed and may not be possible based on changing business conditions and/or departmental staffing requirements.

An employee who does not return to work at the end of a PLOA will be terminated.

II. Duration.

This agreement shall be effective upon signature and shall continue through the end of the officially declared State of Emergency. However, the parties may mutually agree to meet to modify the agreement, as necessary.

Dated this 15th day of October, 2021.

Carmen S. Garrison

Carmen S. Garrison, BSN, RN
WSNA Nurse Representative

Tom Christensen

Tom Christensen, VP of Human Resources
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