

MEMORANDUM OF AGREEMENT IMPLEMENTATION OF PROCLAMATION 21-14

UFCW Local 21, The Washington State Nurses Association (The Unions), and Grays Harbor Community Hospital d/b/a Harbor Regional Health Community Hospital (Employer) hereby enter into the following Memorandum of Agreement in response to the COVID-19 Vaccination plan.

I. Principles.

- A. Given the magnitude and accelerating numbers of individuals with COVID-19 and the highly infectious Delta variant, the parties share a mutual interest in assuring that we all do everything possible to protect patients, workers and the community.
- B. Health Care workers are on the front lines in the delivery of essential health services to patients during a State of Emergency.
- C. The decisions of all parties should be informed by the Center for Disease Control (CDC), Occupational Safety and Health Administration (OSHA), and other public health agencies.
- D. The parties wish to work together to take reasonable steps for a safe, equitable and effective process for administering, distributing, and receiving the SARS-COV-2 vaccination.
- E. The parties support science-based public health directives on COVID-19 vaccination requirements for frontline health care workers, with medical and religious exemptions.

II. Agreement.

- 1.
 - a. The employer will keep any employee medical information obtained during the vaccination program confidential. Employee vaccination status will be shared on a need-to-know basis in order to comply with this MOU and with Proclamation 21-14.
 - b. The employer will provide exemption accommodations due to disability and religious objections, as required by the Americans with Disabilities Act (ADA), the Civil Rights Act, the Washington Law Against Discrimination (WLAD), or any other applicable law. Nothing herein shall be construed as requiring a reasonable accommodation in the event such accommodation constitutes an undue hardship to the employer under the ADA, WLAD and Title VII, or such accommodation poses a direct threat to the health or safety of any person. The Employer will follow all state and federal laws and applicable CBA language with regard to reasonable accommodations.
 - c. Screenings and personal protective equipment such as face masks and face shields, will be provided at no cost to an employee who is exempted from receiving the SARS-COV-2 vaccine.

2. The employer is responsible for providing appropriate orientation and training for employees to safely perform their job.
 - a. A Hospital program administrator will be designated for employees to contact with questions or concerns of SARS-CoV-2.
3. The Hospital will maintain its routine infection prevention and source control practices during and after the Governor's Declaration of Emergency as set forth in Proclamation 21-14.
4. On a monthly basis the Employer will provide the following to the Union:
 - a. The number of its represented health care workers who are on leave from contracting SARS-COV-2 or have been exposed.
 - b. The percent of workers who are vaccinated
 - c. The percent unvaccinated with an exemption
5. Employees who are not vaccinated in compliance with Proclamation 21-14 on or by October 18, 2021, and who do not have a religious or health-based exemption will be placed on unpaid leave for thirty (30) calendar days beginning October 18, 2021. Should the employee submit a request for a religious-based or health-based exemption that is accepted and accommodated by the Hospital within this thirty (30) calendar day leave period, the employee may return to the employee's former position. Should the employee provide proof that the employee has begun the vaccination process by receiving at least the first dose of Pfizer-BioNtech/Moderna vaccine, or the single Janssen (Johnson & Johnson) vaccine, within this thirty (30) calendar day unpaid leave period, the employee will be placed on extended unpaid leave and will be returned to the employee's former position upon attaining full vaccination status under the particular vaccine requirement. An employee who is not granted a religious-based or health-based exemption during this thirty (30) calendar day unpaid leave period, or an employee who does not provide proof of full vaccination status at the end of particular vaccine's full vaccination period beginning with the date of the first shot will be considered to have voluntarily left their employment and may cash out of any and all accrued benefits as outlined in the parties' collective bargaining agreement.
6. The following provisions apply to employees who resign or quit from employment on or before October 18, 2021, or to employees who are separated because they fail to comply with paragraph 5, above, or with the Proclamation:
 - a. Return to Work. The employee may, with requisite proof of a COVID-19 vaccination or an exemption, or if Proclamation 21.14 is lifted, return to work with the Employer on or by October 18, 2022 as follows. 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 apply for a 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 an outside applicant, provided merit, skill and ability are equal in the opinion of the Employer. Employees who are offered reemployment to a comparable position under this provision and who declines such offer waives any future rights under this MOU.

- b. Restoration of Seniority and Benefits. Upon returning to work for the Employer under this provision, a separated employee shall have seniority restored. A separated employee shall not accrue benefits or seniority while separated.

7. The Employer shall not require employees to wear any article of clothing or equipment, identifiers, etc., indicating their vaccination status.
8. This memorandum of agreement is subject to the grievance and arbitration provisions of the parties respective collective bargaining agreements. Nothing herein shall be considered a waiver of a party's rights under the collective bargaining agreement, to the extent those rights exist.

III. Duration.

This agreement shall be effective upon signature and shall continue through the end of the officially declared State of Emergency, however the parties agree to meet, review, and consider any modifications and extensions to this agreement prior, as necessary.

UFCW 21

Date: _____

WSNA

Date: 10/14/21

Employer

Date: 10/13/2021