

MEMORANDUM OF AGREEMENT IMPLEMENTATION OF PROCLAMATION 21-14

The Washington State Nurses Association (WSNA), and Kittitas Valley Healthcare (KVH) hereby enter into the following Memorandum of Agreement regarding the implementation of the Governor's Proclamation 21-14 and 21-14.1 (Proclamations), 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 KVH 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 provide convenient access for all COVID-19 vaccines authorized for emergency use, licensed, or otherwise approved by the FDA at no cost to employees in time for employees to become fully vaccinated by October 18, 2021.
 - a. The Employer will provide reasonable paid time off for employees to get vaccinated if it is scheduled outside the employee's work time.
 - b. The Employer will keep any employee medical information, beyond 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. The Employer shall engage in the interactive accommodation process with each individual who requests accommodation to determine what accommodation, if any, may be available.
4. The following provisions apply to employees who go through the interactive accommodation process, but nonetheless choose to resign from employment with KVH after September 3, 2021 and before October 18, 2021:

Rehired WSNA Employees. The employee may, with requisite proof of a COVID-19 vaccination or documentation establishing the need for an exemption based on disability or religious belief accommodation, return to work with the Employer within 6 months following separation without prejudice, after an open position has been offered to an employee. 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 any posted positions based on seniority at the time of termination.

Restoration of Seniority and Benefits. A separated employee shall not accrue benefits or seniority while separated.

Notice Period. If an employee has not been vaccinated and has not communicated their plan to get vaccinated or seek exemption according to KVH guidelines as of October 4, 2021, KVH will consider that the employee is resigning their position. As long as employee works their notice period through October 18, 2021, KVH agrees to waive the remaining notice period required by contract and will provide cash out of accrued leave according to policy.

5. The Employer is responsible for providing appropriate orientation and training for employees to safely perform their job. The Employer provides resources, such as Employee Health and Infection Control for employees to contact with questions or concerns over COVID-19.
6. If an employee experiences any adverse side effects from receiving the COVID-19 vaccine the employee may access their paid leave bank during recovery time. Washington state PFML and Worker's Compensation may be options in some situations.
7. Employees who are required to isolate because they have contracted COVID-19 and/or employees who must quarantine because they have been exposed to COVID-19 may access their paid leave during this isolation/quarantine period.
8. The Employer's routine infection prevention and source control practices during the duration of 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 all employees.
9. Bi-weekly the Employer will provide the following to the Union,
 - a. The number of WSNA employees who are on leave from contracting COVID-19 or have been exposed.
 - b. The number of WSNA employees who are vaccinated.
10. The Employer shall not require employees to wear any article of clothing or equipment, including buttons, stickers, etc., indicating their vaccination status.
11. This Memorandum of Agreement is subject to the grievance and arbitration provisions of the parties' collective bargaining agreement.

II. Duration.

This agreement shall be effective upon signature and shall continue for 6 months post October 18, 2021. However, the parties may mutually agree to meet to modify or extend the agreement, as necessary.

Dated this 10th day of September, 2021.



Carmen S. Garrison, BSN, RN
WSNA Nurse Representative



Julie Petersen, CEO, KVH