

MEMORANDUM OF AGREEMENT

IMPLEMENTATION OF PROCLAMATION 21-14

The Washington State Nurses Association (WSNA), and Ocean Beach Hospital and Medical Clinics 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 Workers to become fully vaccinated against COVID-19 by October 18, 2021. WSNA and OBHMC 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 on-site 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 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 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. Employees who are exempt from required vaccination may be tested for SARS-COV-2 on an as-needed basis at no cost and will be paid for the time off required to get tested.
4. The following provisions apply to employees who resign or quit from employment on or before October 18, 2021, or to employees who are separated as a result of failing to comply with the Proclamation:

Return to Work. The employee may, with requisite proof of a COVID-19 vaccination or an exemption, 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 and Benefits. Upon returning to work for the Employer under this provision, a separated employee shall have all previously accrued benefits in place at the time of separation and seniority restored. A separated employee shall not accrue any benefits or seniority while on layoff.

5. The Employer is responsible for providing appropriate orientation and training for employees to safely perform their job. The Employer shall designate a program administrator for employees to contact with questions or concerns of COVID-19.
6. If an employee experiences any adverse side effects from receiving the COVID-19 vaccine the employee will be placed in paid leave status during recovery time. The employee will experience no loss of pay or accrued time off benefits during this recovery period.
7. The Hospitals 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.
8. Upon request, the Employer will provide the following to the Union:
 - a. The number of employees who are on leave from contracting COVID-19 or have been exposed.
 - b. The number of 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 not 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 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 9, 2021.



Larry Cohen, CEO
OBHMC



Mara Kieval (Sep 15, 2021 10:33 PDT)

Mara Kieval
WSNA Nurse Representative

WSNA Covid-19 Vaccine MOA OBHMC

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Final Audit Report

2021-09-15

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