

## MEMORANDUM OF AGREEMENT IMPLEMENTATION OF PROCLAMATION 21-14

The International Union of Operating Engineers Local 302, United Food and Commercial Workers 21, and Washington State Nurses Association (“Unions”), and Seattle Children’s Hospital (“Employer”) hereby enter into the following Memorandum of Agreement regarding the implementation of the Governor’s Proclamation 21-14, as amended (“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. Unions and Employer support science-based public health directives on COVID-19 vaccination requirements for frontline health care workers, with medical and religious exemptions as allowed by law.

### I. Agreement.

1. Bargaining unit employees (“employees”) who are covered by the Proclamation and do not have either a medical or religious exemption are required to be fully vaccinated by October 18, 2021.
2. The Employer will provide convenient on-site access at times convenient for employees for all COVID-19 vaccines as available, 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 keep any employee medical information obtained during the vaccination program confidential in accordance with applicable law.
  - b. If the Employer does not provide convenient on-site access for employees on all shifts, the Employer will provide paid release time during the employee’s shift for the employee to obtain vaccination elsewhere.
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.
4. In the event the Employer changes the employment status of an employee who is not fully vaccinated or granted an exemption by the applicable deadline, all terms of the respective collective bargaining agreements shall apply.
5. If an employee has an approved medical or religious exemption by October 18 but Employer cannot accommodate their request to continue working, they will be placed on administrative leave and the decision to change their work status will be conditionally held in abeyance provided

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they are fully vaccinated by November 29,

- a. An employee who meets this condition will be placed on unpaid administrative leave but the employee can elect to go on paid or unpaid leave. The employee must make their leave election by October 18. An employee electing paid leave can use their vacation leave, not sick leave. Regardless of whether the employee chooses to take this leave as paid or unpaid, the Employer will continue their health care benefits during this leave. Employees will accrue vacation/sick leave/PTO or retirement while on leave pursuant to the respective CBA. If the employee does not return to SCH after November 29, 2021, the employee will receive the balance of unused vacation/PTO/annual leave when their employment status changes.
6. If an employee fails to comply with the Proclamation by October 18, they will be placed on administrative leave and the decision to change their work status will be conditionally held in abeyance provided they are fully vaccinated by November 29.
  - a. An employee who meets this condition will be placed on unpaid administrative leave. The employee may not use their annual leave/vacation leave/sick leave. The Employer will continue their health care ~~benefits during the leave~~. If the employee does not return to SCH after November 29, 2021, the employee will receive any unused vacation/PTO balance when their employment status changes.
7. The following provisions apply to employees who resign or quit from employment because they cannot comply with the Proclamation (i.e., unvaccinated, and without a basis for a medical or religious exemption accommodation) on or before October 18, 2021, or to employees who have their work status changed 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. 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, with priority given to current employees. The employee may apply for 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 providing skill, competence and ability of the separated employees/external candidates are considered equal in the opinion of the Employer.

A separated employee shall not accrue benefits or seniority during separation; an employee's seniority at the time of separation, including benefit accrual rates in place at the time they separated, will be restored upon a return to work, provided they return within six (6) months following separation.

8. Employees should contact Workforce Health and Environmental Safety (WEHS) at WEHSClinic@SCH.org with questions or concerns about COVID-19 vaccination.

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9. On a monthly basis 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 percentage of employees who are vaccinated broken down by bargaining unit.
10. The Employer shall comply with all laws regarding confidentiality of vaccination status.
11. This memorandum of agreement is subject to the grievance and arbitration provisions of the parties' collective bargaining agreement.
12. Nothing in this MOU is precedent setting and it shall not be relied on to establish a practice. This MOU does not alter the respective unions' collective bargaining agreements except as specifically delineated herein.

**II. 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. However, the parties may mutually agree to meet to modify the agreement, as necessary.

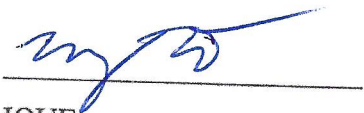
Dated this 15<sup>th</sup> day of October, 2021.



Pamela Chandran, WSNA

10/15/21

Date



IOUE

10-15-21

Date



Seattle Children's Hospital

10/17/2021

Date