

MEMORANDUM OF AGREEMENT

IMPLEMENTATION OF PROCLAMATION 21-14, AS AMENDED 21-14.1

PROTEC17 and the Spokane Regional Health District (SRHD) hereby enter into the following Memorandum of Agreement regarding the implementation of the Governor's Proclamations 21-14 and 21-14.1 (Proclamation), which requires certain employees in the State of Washington including Health Care Providers and all employees, contractors, volunteers and providers of goods and services who work in a health care setting to become fully vaccinated against COVID-19 by October 18, 2021.

I. Agreement.

1. Bargaining unit employees (employees) who are covered by the Proclamation and who do not have an approved exemption accommodation are required to be fully vaccinated by October 18, 2021.
2. Employees who have a sincerely held religious belief or disability that prevents them from being vaccinated may request an exemption for a reasonable accommodation under the Americans with Disabilities Act (ADA), Title VII of the Civil Rights Act of 1964, the Washington Law Against Discrimination (WLAD). Under the accommodation dialogue, the District will evaluate whether there are reasonable accommodations that will not impose an undue burden or create a direct threat to the safety and health of the employees and community served. In the context of a religious exemption request, an **undue burden** exists if it will impose more than a minimal impact on the organization. If, in the employer's discretion, the accommodation imposes more than a minimal impact or undue burden, the employee will not be eligible to remain employed by the Agency. The determination of whether an accommodation would cause an undue burden or have more than a minimal impact will be decided on a case-by-case basis..
3. If an employee experiences any adverse side effects from receiving the COVID-19 vaccine the employee may use their accrued leave or leave without pay after exhausting their accrued leave.
4. Employees who have contracted COVID-19 or have been exposed to COVID-19 will be required to adhere to the Department of Health guidelines.
5. 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.
6. Employees who contract COVID-19 may use their accrued leave, leave without pay after exhausting all accrued leave, and apply for Shared Leave, workers compensation, and/or PFML as appropriate.. Employees well enough to work from home may request permission to do so during the quarantine/isolation period. The District may grant such requests based upon the position's job responsibilities, suitable work, and the employee's telework resources.
7. Employees who have a disability or religious belief that prevents them from becoming vaccinated but who cannot be reasonably accommodated in their job of hire or opt not to

become vaccinated may apply for an open position for which they are qualified. If they do not apply or are not selected for an open position, they will be separated from employment. This is not a disciplinary separation and employees may reapply for employment with the District. Employee's rehired by the District will have rights in accordance with Article 11.7 of the parties' Agreement.

8. This Memorandum of Agreement is subject to the grievance and arbitration provisions of the parties' collective bargaining agreement.
9. Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction or superseded by any local, state or federal law, such decision of the court or law shall apply only to the specific portions directly specified in the decision; upon issuance of such decision or enactment of the law, the parties agree immediately to negotiate a substitute for the invalidated portion of the 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 ____ day of _____, 2021.

Suzie Saunders, PROTEC17

Sue Winters, SRHD