**MEMORANDUM OF AGREEMENT**

UFCW Local 21 (Union), and XXXX (Employer) hereby enter into the following Memorandum of Agreement in response to the COVID-19 Vaccination plan.

1. **Principles.**

1. The parties share a mutual interest in assuring the health and safety of patients, clients, families, staff and the community.
2. Nurses and other health care workers are on the front lines in the delivery of essential health services to patients during a State of Emergency.
3. The decisions of all parties should be informed by the Center for Disease Control (CDC), Advisory Committee on Immunization Practices (ACIP), and other public health agencies.
4. The parties wish to work together to take reasonable steps for a safe, equitable and effective process for administering, distributing and voluntarily receiving the COVID-19 vaccination.

**II. Agreement.**

1. The employer will provide convenient on-site access to the COVID-19 vaccine at no cost to employees.
	1. The employer will pay for the time required to get vaccinated, if it is not scheduled during the employees work time.
2. The employer will provide exemption accommodations due to disability and religious objections, as required by the Americans with Disabilities Act (ADA) and the Civil Rights Act.
	1. When possible, telework, protective equipment such as face masks and face shields and increased social distancing will be provided for an employee who cannot be vaccinated.
3. A committee and resource center will be developed to provide education and information, answer questions and listen to concerns staff may have in order for them to make an informed decision to vaccinate or to report any adverse side effects.
4. 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 during this recovery period.
5. The Hospitals routine infection prevention and source control practices during the COVID-19 pandemic shall continue after vaccination in order to protect patients, staff and communities.
6. The Employer will provide to the Union a copy of the hospitals COVID-19 Vaccination Plans that will include a list of departments and workers who will be included in each roll out phase and/or tier.
7. This memorandum of agreement is subject to the grievance and arbitration provisions of the parties respective collective bargaining agreements.

**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 to this agreement prior as necessary.

Dated this **\_\_\_\_** day of **\_\_\_\_\_\_\_\_\_\_\_,** 2021.

 X

 Union

 X

 Employer