

**LETTER OF AGREEMENT:
COVID-19 VACCINATION PROGRAM
September 22, 2021**

Recitals:

- Ascension Borgess Hospital (the “Hospital”) and the Michigan Nurses Association (the “Union”) are Parties to a collective bargaining agreement (“CBA”) covering certain associates at the Hospital.
- COVID-19 is a highly contagious respiratory illness that has infected more than 40 million people in the United States alone. The Parties wish to work together to protect the employees, patients, and all others present in the Hospital from COVID-19 by maximizing the receipt of vaccination.
- The Parties have met and discussed questions, information, and concerns on a number of issues and bargained the effects of the Hospital’s COVID-19 vaccination requirement.

It is therefore agreed as follows:

1. The Union agrees that bargaining unit associates will be subject to the Hospital’s mandatory COVID-19 Vaccination requirement.
2. Bargaining unit associates will be provided access to information and education regarding the COVID-19 vaccine, infection control and prevention measures, and the diagnosis, transmission and impact of COVID-19.
3. All associates shall have until November 12, 2021, to comply with the COVID-19 vaccination requirements, unless exempt for medical or religious reasons, or on a leave of absence.
4. All bargaining unit associates shall have the opportunity to apply for medical or religious exemptions pursuant to the Hospital’s procedures. Requests for exemption shall be submitted on or before October 1, 2021, and a determination will be made by the Hospital’s Exemption Review Committee on or before October 12, 2021.
5. Bargaining unit associates shall not be penalized or disciplined for not receiving the vaccination while waiting on a determination regarding their exemption application. However, they may be required to comply with the infection control measures referenced below.
6. Bargaining unit associates that receive an exemption will be required to comply with the Hospital’s accommodation provisions, which may include PPE and other infection control measures. If the Hospital intends to require regular testing, the Hospital agrees to provide the Union with advanced notice of its intent and bargain the effects of a regular testing requirement upon request by the Union.
7. Bargaining unit associates who have not complied by November 12, 2021, with the established and communicated COVID-19 vaccination requirement will be suspended

without pay for two (2) weeks. Non-compliant bargaining unit associates may elect to voluntarily resign. Non-compliant bargaining unit associates that do not elect to voluntarily resign will be separated from employment with the Hospital, but the Union's right to seek redress through the grievance procedure is not waived. The statement in the exemption request form that: "Continued failure to comply will be deemed voluntary resignation" is not itself determinative for bargaining unit associates.

In cases where an Associate elects to voluntarily resign:

- a. Associates who elected to voluntarily resign, will be eligible to receive a payout of all accrued, unused PTO.
 - b. Associates who elected to voluntarily resign, will be eligible for rehire once they are fully vaccinated.
 - c. For associates who elected to voluntarily resign, the Hospital agrees not to contest their application for unemployment compensation benefits, including but not limited to not appealing any adverse rulings, and not appearing at any unemployment hearing unless required by law. The Parties understand and acknowledge that this Agreement does not guarantee and is not contingent or conditioned upon success in obtaining unemployment benefits. This Agreement does not impact the Hospital's ability and/or obligation to provide truthful information to the Unemployment Insurance Agency.
8. Bargaining unit associates that suffer an adverse reaction to the vaccine that requires them to miss work due to illness will be paid their regular base rate of pay for up to forty (40) scheduled hours. If the associate is required to miss work beyond forty (40) scheduled hours due to an adverse reaction to the vaccine, they may submit a worker's compensation claim in accordance with the hospital's procedures.
 9. In the event that any term(s) in this LOA are inconsistent, or in conflict, with any term(s) in the Parties' CBA, the terms of this LOA shall control.
 10. This LOA constitutes the entire understanding of the Parties with respect to the subject matter hereof, supersedes all previous and existing agreements, representations, and understandings, oral and written, between them concerning such subject matter, and may be modified only by a written instrument duly executed by both Parties.
 11. The parties agree that electronic signatures are acceptable and binding on the parties.

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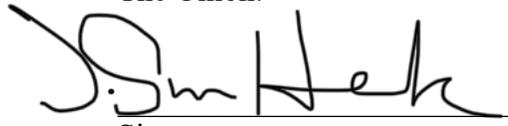
The Hospital:

Signature

Printed

Date

The Union:



Signature

Julia Smith-Heck

Printed

9/23/2021

Date