

## **Agreed upon language concerning Executive order 13G**

Whereas, the parties have recognized an obligation to bargain the impact of Executive Order 13G regarding the directive to state employees to be vaccinated with respect to COVID-19, subject to religious and medical exemptions, and including a testing opt out for some, but not all covered employees; and

Whereas, the State has indicated an intent to carry out the requirements of the Executive Order due to the public health emergency notwithstanding the parties' failure to reach full agreement as to the impact of such order; and

Whereas, the parties have agreed that it is in their best interest, in light of the emergency and the state's announced executive order deadlines, to implement those aspects of the impact bargaining upon which the two sides have agreed, while they continue to bargain and if need be arbitrate those aspects upon which there is disagreement; and

Whereas the parties have agreed that nothing contained below shall constitute a waiver of any prior right that they have had, or may have had, pursuant to any collective bargaining agreement between the State and any bargaining unit, and/or between the State and SEBAC;

Now Therefore, the parties hereby agree to the following as agreed-upon language in any final agreement or arbitrated award concerning the impact of Executive Order 13G:

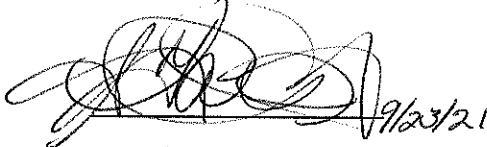
1. In addition to the use of the Wellspark "App" available on the DAS website, employees will have the ability to provide proof of vaccination or test, as applicable, using facsimile or email to a dedicated confidential fax number/email address.
2. Proof of testing for COVID infection is acceptable if the test was performed by, and the result reported by, a state licensed clinical laboratory, pharmacy-based testing provider, or other healthcare provider facility with a current Clinical Laboratory Improvement Amendments (CLIA) waiver, that includes the name and location of the testing laboratory or provider facility performing the test, the name of the person tested, the date the sample was collected, and the test result. Home-based testing and results obtained outside of a facility of the type indicated above are not considered acceptable.
3. Pending the determination of any request for a vaccine exemption for medical or religious reasons that may occur in a state hospital or long-term care facility, the weekly testing option shall apply.
4. In facilities where mandatory testing existed on the date of Executive Order 13G, such testing will continue at least with respect to unvaccinated employees. Notwithstanding the foregoing, management retains the right to determine the frequency and the employees to be tested.
5. Employees outside of state hospitals and long-term care facilities who receive their first injection in a two-dose vaccine regimen but fail to timely receive their second injection within 3 days of the recommended date shall be subject to the weekly testing protocol pending receipt of their second dosage.
6. Employees may receive tests at no cost at least at those State Sponsored Testing sites which provide free COVID testing to the public (shown in the attachment hereto). It shall not be deemed a violation of this provision if such facilities request insurance information, provided that the employee is not held responsible for any unpaid balance of the test.

7. For employees who test at other than State Sponsored Testing Sites, their first four such tests will be covered by the state health insurance plan.
8. Rehired employees, including retirees under the State's 120-day rehire program will be subject to all requirements of new employees with respect to vaccination, as will contractors as set forth in Executive Order 13G.

The parties have agreed to continue to negotiate, and if necessary, arbitrate, their differences with respect to impact issues not reflected above. Examples of such issues include:

1. The exact nature of the consequence, including unpaid leave and/or non-disciplinary separation from State Service on employees for refusal, without exemption, of vaccine or test as may be applicable.
2. Whether employees seeking exemption from a testing requirement should be continued on paid status during the State's determination of such exemption.
3. Whether time lost due to any side effects from the vaccine should count against sick time accruals.
4. Whether there should be a cash incentive associated with being vaccinated.
5. Whether time lost by unvaccinated people due to quarantine from a positive test result should be covered under 5-248a leave time once the individual's original 14-day allotment has been used. There is no dispute that this would apply to vaccinated employees who may test positive.
6. Whether the parties should adopt an expedited procedure to consider transfer requests out of state hospitals or longer-term care facilities connected to the vaccine mandate.
7. Outside of the mandatory testing context, or testing required as a consequence of an exemption from a vaccine requirement in a state long-term care or hospital facility, who shall bear the costs of the tests, and whether they shall be provided on state time/compensatory time. There is no dispute that employees may use personal leave time, vacation time, sick leave or other accruals to cover work time lost to get tested.
8. The specifics of the testing requirements as they may apply to workers on vacation, workers compensation, or other forms of authorized leave.

**FOR THE STATE:**



9/23/21

S. Fae Brown-Brewton

**FOR SEBAC (Covering units affected by EO 13G):**



9/23/21

Daniel E. Livingston, Chief Negotiator