

SETTLEMENT AGREEMENT
SPP No. SPP 34250: Influenza Vaccination Policy
March 9, 2021

WHEREAS, UConn Health and the University Health Professionals (“UHP”) are Parties to a Collective Bargaining Agreement (“CBA”) in effect from July 1, 2016 through June 30, 2021; and

WHEREAS, on January 4, 2021 UHP filed a Prohibited Practices complaint (“SPP”) charge with the Connecticut State Board of Relations, SPP No. 34250, claiming that UConn Health unilaterally implemented a mandatory flu vaccine policy without bargaining with UHP over the decision itself which UHP claims UConn Health is obligated to do; and

WHEREAS, UConn Health takes the position that it is not obligated to bargain over the decision to implement the mandatory flu vaccine policy under the management’s rights clause in the current bargaining agreement; and

WHEREAS, UHP challenges UConn Health’s position; and

WHEREAS, UConn Health denies and does not hereby admit that it has engaged in any State Prohibited Practices or in any other unlawful or improper act or practice pursuant to any state or federal statute or constitution, union contract, or policy; and

WHEREAS, the Parties agree that the immediate resolution of all issues concerning SPP No. 34250 would best serve the Parties and the public interest, but wish to preserve and retain their rights to assert their respective positions should another dispute with another vaccine policy or changes to the 2020-07 Influenza Vaccination Policy, or a violation of the terms of this Settlement Agreement arise in the future; and

NOW, THEREFORE, with the foregoing background deemed incorporated by reference, the Parties, agree as follows:

1. UHP shall withdraw SPP No. 34250 with prejudice and agrees that it will not file any grievance(s) and/or SPP(s), and/or complaint(s) and/or claim(s) and/or request(s) for arbitration regarding UConn Health’s 2020-07 Influenza Vaccination Policy for Healthcare Workers issued on or about October 27, 2020, provided nothing herein prohibits UHP from taking actions as may be necessary to enforce the provisions of this Agreement.

2. The Parties retain their respective rights and positions regarding any future changes to the Influenza Vaccination Policy, including without limitation UConn Health's right to contest whether it is obligated to bargain over said changes and/or whether it has to entertain any grievances filed concerning said changes to said policy.

3. UConn Health agrees to make the following changes to the policy:

- Effective upon the signing of this Agreement, the annual influenza vaccine will be strictly mandatory for any new employees. For purposes of this Agreement new employees will be defined as anyone hired after the signing of this Agreement.
- As is currently the case, current and new employees may apply for a medical or religious exemption from the influenza vaccine under procedures currently in place.
- Current employees who do not qualify for a medical or religious exemption from the vaccine and who decline the influenza vaccine as well as any individuals who are approved for a medical or religious exemption from the mandatory flu vaccine shall be required to wear a face mask or other personal protective equipment as may be indicated by UConn Health's infectious disease experts while in a building (excluding (1) when the employee is engaged in eating in the cafeteria or other areas where it is appropriate to eat, and (2) while the employee is alone in a room or cubicle) during the period between November 30 and March 31. The requirement to wear a face mask or other personal protective equipment as may be indicated by UConn Health's infectious disease experts shall not be grievable or arbitrable. Consistent with its management rights, nothing herein shall prevent UConn Health from giving a clinical employee who does not get the flu vaccine different patient assignment(s) as may be required by patient(s)' care needs. In such a case in which a clinical employee is given a different patient assignment(s), UHP reserves the right to file a grievance if it believes the bargaining agreement is being violated. Nothing herein changes UConn Health's ability to float employees in accordance with the collective bargaining agreement.
- In addition, employees who are required to receive the influenza vaccine by December 31, will be also be required to wear a face mask or other personal protective equipment as may be indicated by UConn Health infectious disease experts beginning November 30 until they are vaccinated.
- If and when a federal or state regulatory body implements a legal requirement that all health care employees are vaccinated against influenza the policy will become mandatory for all employees without further negotiation, except as to the impact of the decision, if such impact bargaining is necessitated or mandatory under the pertinent labor laws. If the Joint Commission implements a requirement that all health care employees are vaccinated against the influenza the Parties agree to


renegotiate this Agreement, and both sides retain their respective positions as to whether bargaining is required.

4. Nothing herein shall be construed as expanding or diminishing management's rights contained in the bargaining agreement. The Parties maintain their respective position as to management's right to unilaterally amend and modify policies and procedures.

5. This Agreement shall be effective upon it being signed by all the Parties below, and will remain in effect indefinitely or until the Parties negotiate its termination and/or a superseding agreement.


6. The Parties agree that this Agreement is unique to these particular circumstances, and it will not be used as evidence of custom, practice or precedent in any other proceeding, except as may be necessary to enforce the provisions of this Agreement.

FOR THE UNION



William Garrity, RN Date
President, UHP 3/16/21

FOR UCONN HEALTH



Karen K. Buffkin, Esq. Date
Interim Associate V.P. for H.R. 3/23/2021
Exec. Dir. of Employee Relations