

1 **MEMORANDUM OF UNDERSTANDING**
2 **BETWEEN**
3 **THE STATE OF WASHINGTON**
4 **AND**
5 **THE WASHINGTON FEDERATION OF STATE EMPLOYEES**

6 **HIGHER EDUCATION COMMUNITY COLLEGES COALITION (WFSE HE**
7 **CCC)**
8 **AFSCME COUNCIL 28 AFLCIO**

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10 COVID-19 continues as an ongoing and present threat in Washington State. The
11 measures we have taken together as Washingtonians over the past 18 months, have
12 made a difference and have altered the course of the pandemic in fundamental ways.

13 COVID-19 vaccines are effective in reducing infection and serious disease, and
14 widespread vaccination is the primary means we have as a state to protect everyone.
15 Widespread vaccination is also the primary means we have as a state to protect our
16 health care system, to avoid the return of stringent public health measures, and to put
17 the pandemic behind us.

18 It is the duty of every employer to protect the health and safety of employees by
19 establishing and maintaining a healthy and safe work environment and by requiring all
20 employees to comply with health and safety measures. As a result of the above noted
21 situation, to help preserve and maintain life, health, property or the public peace, all
22 employees of the State of Washington are now required to become fully vaccinated or
23 covered by an exemption in accordance with the Governor's proclamation 21-14.1.

24 In recognition of the above, the parties agree to the following:

25 All employees will take the necessary steps to be fully vaccinated by **October 18, 2021**
26 or be approved for a medical or religious accommodation, unless otherwise authorized
27 under this agreement. The definition of fully vaccinated may include FDA-approved
28 booster shots. The parties agree to meet within thirty (30) days of any announcement
29 that booster shots will become a requirement for continued employment and bargain
30 the impacts in good faith to achieve the health and safety goal.

31 **1. Exemption process:**

- 32 a. The Employer will provide employees with instructions and a list of all
33 necessary materials that need to be submitted to process an
34 exemption within five (5) business days of request. Exemption

35 instructions will also be posted immediately to College/district shared
36 systems or secured network drives with an email notice to all staff.
37 Supervisors will immediately provide the information in an accessible
38 format for employees.

- 39
- 40 b. Employees will inform their supervisor or HR representative, either
41 orally or in writing, as soon as possible if they wish to request a
42 medical or religious exemption. The colleges/districts request and the
43 union encourages employees to submit completed necessary
44 materials to HR no later than the date established by the individual
45 college/district, which will be no earlier than September 24, 2021, to
46 allow for the best chance of their requests being processed in time.
47 However, to the extent that requests are received after that date,
48 colleges/districts HR will continue with processing requests received
49 up to October 18, 2021. The exemption is determined by HR
50 departments.
- 51 c. If the Employer requires a second medical opinion in the exemption
52 process, the Employer will cover all associated costs. The medical
53 appointment, including travel time, will be considered work time.
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- 55 d. Only HR staff or staff who are bound to protect confidential and
56 sensitive information will handle and process exemption
57 documentation. All information disclosed to the Employer in the
58 exemption process will be kept confidential. This information will only
59 be accessed by the Employer for the administration of this
60 vaccination mandate or as otherwise required by law.

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62 **2. Reasonable Accommodations for medical or religious exemptions**

- 63 a. Employees who are approved for a medical or religious exemption
64 will proceed to the reasonable accommodation interactive process.
65 The Employer will conduct a diligent review and search for possible
66 reasonable accommodations within the college/district. Employees
67 requesting reasonable accommodation must cooperate with the
68 Employer in discussing the need for and possible form of any
69 accommodation.
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- 71 b. Consistent with current practice, all information disclosed to the
72 Employer during the reasonable accommodation process will be kept

73 confidential. This information will only be accessed by the Employer
74 on a need-to-know basis.

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- 77 c. Upon request, an employee will be provided a copy of their
78 accommodation information that is maintained by the Employer.
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80 d. The Employer will determine whether an employee is eligible for a
81 reasonable accommodation and the final form of any accommodation
82 to be provided. The Employer will attempt to accommodate the
83 employee in their current position prior to looking at
84 accommodations in alternative vacant positions.
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86 e. In the event that an accommodation is not available for an employee
87 with an approved medical or religious exemption, they will be subject
88 to non-disciplinary separation. Employees with an approved
89 exemption without an available medical reasonable accommodation
90 will be subject to the provisions of Article 34.

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92 **3. Vaccine verification**

93 All information disclosed to the Employer during the vaccination verification
94 process will only be accessible by authorized individuals for the purpose of
95 administering the vaccination mandate or as required by law.

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97 **4. Vaccine access and education**

- 98 a. Vaccination education will be provided on work time where
99 operationally possible. This may include, offering vaccination Q&A
100 sessions with medical professionals and providing vaccine
101 information in multiple languages.
- 102 b. Employees who have difficulty accessing vaccinations, due to their
103 remote location or other circumstance, will inform their supervisor or
104 HR representative as soon as possible. The Employer will assist in
105 identifying vaccination sites with available appointments upon
106 request.
- 107 c. Time spent traveling to the vaccination site and time spent receiving
108 the vaccine are considered hours worked. The employer may require
109 that the time be supported by documentation.

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- 111 d. OFM will provide employee vaccination rate data to the Union no
112 later than September 20, 2021 and will provide updated reports as
113 they are generated, bi-weekly at a minimum. This data will be
114 provided in excel format and be broken down by college/district. The
115 Union and the Employer will use this data to partner in targeting
116 locations for vaccination education and vaccination access.
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119 **5. Workplace safety**

- 120 a. The college/districts recognize the duty to protect the health and
121 safety of employees by establishing and maintaining a healthy and
122 safe work environment and to require employees to comply with
123 required health and safety measures. The employer will take all
124 feasible and reasonable precautions to protect the safety and health
125 of its employees. As such, the colleges/districts will follow the
126 provisions of Proclamation 20-12.5 regarding others on campus,
127 including any modifications to that proclamation.
128
129 b. In accordance with the latest mandates, DOH, L&I, and CDC as well as
130 federal, state and/or local guidelines:
131 i. employee and visitor masking will be required as outlined by the
132 above referenced guidelines
133 ii. symptom screenings will continue in accordance with the above
134 referenced guidelines.
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136 c. If the employer requires an employee to get a Covid-19 test, it shall
137 be done on the Employer's time and expense.
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139 d. The colleges/districts will track positive Covid-19 cases and known
140 exposures at the workplace and follow all notice requirements.
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142 e. Effective and appropriately sized physical barriers, such as clear
143 plastic sneeze guards, will be installed in public-facing service
144 counters and/or desks, including but not limited to active student
145 services counters, public safety offices, libraries, computer labs and
146 other labs as instructionally viable as determine by the Employer, to
147 be initiated by October 18, 2021.
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- 149 f. HVAC systems will be reviewed for possible updates with a minimum
150 of MERV-13 filtration and/or UVC sterilization and increased
151 ventilation pressure per OSHA and American Society of Heating,
152 Refrigerating and Air-conditioning Engineers (ASHRAE) guidelines.
153 Improvements will be made when possible as determined by the
154 Employer. The Employer will provide updates on facility
155 improvements and any plans for facility improvements consistent
156 with its obligation to provide notice on mandatory subjects per Article
157 37.
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- 159 g. Any facility improvements for COVID-19 safety will be completed by
160 bargaining unit members for which they have the qualifications and
161 experience to engage in and is consistent with their current job duties
162 and responsibilities, unless otherwise agreed to.
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- 164 h. Colleges/districts unable to comply with the above safety
165 requirements will pay 2.5x the hourly rate to all employees required
166 to report in person to their worksites until full compliance has been
167 met.
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169 **6. Paid leave**

- 170 a. If the Employer requires an employee to quarantine due to DOH, L&I
171 or CDC guidelines and a remote alternative assignment is not
172 available, the employee will be granted paid administrative leave.
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- 174 b. If the Employee is required to isolate due to testing positive for Covid-
175 19 as a result of exposure in the workplace and a remote alternative
176 assignment is not available, the employee will be granted three (3)
177 days of paid administrative leave, during the 3-day L&I waiting period.
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- 179 c. When an employee tests positive using a rapid test at screening and is
180 sent home to isolate and the confirmation test comes back negative,
181 any use of accrued leave during the isolation period will be credited
182 back to the employee's leave bank.
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- 184 d. After October 19, 2021 and no later than December 31, 2021, all
185 employees' leave accounts will be credited one (1) personal leave
186 day. This personal leave day must be taken within the 2022 calendar
187 year.

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7. Workplace conditions

- a. Each College/district will establish a contingency plan to address potential staffing crisis due to vacancies created by the vaccination mandate. The initial draft will be provided to the Union as soon as possible.
- b. Due to public and staff safety concerns the content of these plans will not be made public without mutual written agreement by the parties to this MOU. The parties agree to continue to meet to discuss questions regarding contingency plans.
- c. Any emergency contracting out due to short staffing as result of this mandate will supplement and not supplant bargaining unit positions. Emergency contracting will be limited to sixty (60) days unless otherwise agreed to.

8. Conditions of Employment

- a. If an employee is not fully vaccinated by October 18, 2021 and has officially submitted retirement paperwork to DRS, the employee may use accrued leave or leave without pay until their retirement date and will not be in the workplace. This provision expires on December 31, 2021. The use of accrued leave shall be subject to the definitions and provisions contained in the collective bargaining agreement.
- b. If an employee has initiated their exemption request by the date established by the individual college/district, which will be no earlier than September 24, 2021, and cooperates with the process, and the exemption is still being reviewed on October 18, 2021, the employee will suffer no loss in pay until the exemption and/or accommodation decision is provided. If the exemption request is denied or an accommodation is not available, the employee may use a combination of annual leave and leave without pay for up to 45 days to become fully vaccinated. Failure to provide proof of beginning the process of becoming fully vaccinated within ten (10) calendar days of denial will result in non-disciplinary separation. The employee has the responsibility to make sure they are complying with the timelines. Failure to provide proof of full vaccination within the 45-day period will result in non-disciplinary

227 separation.

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c. If an employee receives the first dose of the vaccination late and fails to become fully vaccinated by October 18, 2021, the employee may use any combination of accrued leave and leave without pay for up to thirty (30) calendar days to become fully vaccinated and retains the right to return to their previous position at their work location provided the employee has become fully vaccinated.

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d. If an employee has not initiated an exemption request and fails to provide proof of vaccination by October 18, 2021, the employee will be subject to non-disciplinary separation.

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e. Employees who are subject to non-disciplinary separation shall be eligible for state employment upon becoming fully vaccinated as a condition of employment.

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9. Leave without pay taken in accordance with this MOU will not impact seniority dates.

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10. By mutual agreement, any grievance pertaining to provisions in this MOU will be expedited.

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In order to maintain a healthy and safe work environment, the parties agree to meet before December 13, 2021 to discuss the ongoing and present threat of COVID-19 and the possibility of extension and/or modifications to this MOU.

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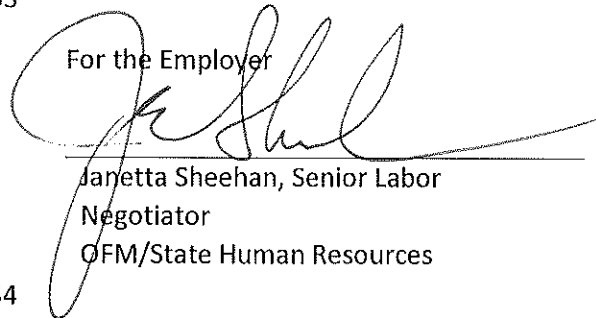
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The provisions of this MOU shall expire on December 31, 2021 unless extended upon mutual agreement.

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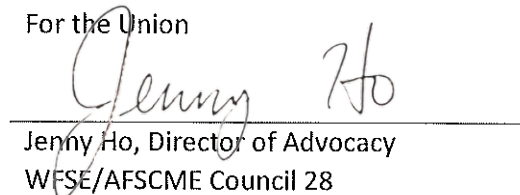
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For the Employer



Janetta Sheehan, Senior Labor
Negotiator
OFM/State Human Resources

For the Union



Jenny Ho, Director of Advocacy
WFSE/AFSCME Council 28

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