

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**THE STATE OF WASHINGTON**  
**AND**  
**WASHINGTON PUBLIC EMPLOYEES ASSOCIATION**  
**HIGHER EDUCATION**  
**COMMUNITY COLLEGES COALITION (WPEA – HE)**

It is the duty of every employer to protect the health and safety of employees by establishing and maintaining a healthy and safe work environment. All employees of the State of Washington are now required to become fully vaccinated or covered by an exemption and accommodation in accordance with the Governor's proclamation 21-14.1.

All employees will take the necessary steps to be fully vaccinated by **October 18, 2021** or be approved for a medical or religious accommodation, unless otherwise authorized under this agreement.

The parties agree to the following:

**1. Exemption process:**

- a. The Employer will provide employees instructions and a list of all necessary materials that need to be submitted to process an exemption.
- b. Employees will inform their supervisor or HR representative, either verbally or in writing, as soon as possible if they wish to request a medical or religious exemption.
- c. Employees whose exemption requests are not approved will secure a vaccination appointment and provide verification of being fully vaccinated as soon as possible.

- d. Only HR staff or staff who are bound to protect confidential and sensitive information will handle and process exemption documentation. The employer will follow all necessary legal and contractual provisions to maintain vaccination information in a confidential manner.
- e. The employee will be notified in writing of the exemption determination.

**2. Reasonable Accommodations for medical/disability or religious exemptions**

- a. Employees who are approved for a medical/disability or religious exemption will proceed to the interactive reasonable accommodation process consistent with the Employer's practice and the CBA. The Employer will conduct a diligent review and search for possible reasonable accommodations within the agency. Employees requesting accommodations will cooperate with the Employer in the interactive process. Failure to comply with the interactive process will require the Employer to make a decision on the requested accommodations based on what was provided.
- b. Consistent with current practice, all information disclosed to the Employer during the accommodation process will be kept confidential. This information will be accessed by the Employer on a need-to-know basis.
- c. The Employer will determine whether an employee is eligible for an accommodation and the form of any accommodation, consistent with the CBA. The Employer will attempt to accommodate the employee in their current position prior to looking at accommodations in alternative vacant positions.
- d. If the Employer cannot provide an accommodation, the employee will be subject to the mandated vaccination requirement and may be separated if they are not vaccinated. Employees with an approved medical exemption without an available medical reasonable accommodation will be subject to the provisions of Article 34 (disability separation).

**3. Vaccine verification**

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

**4. Vaccine access**

- a. Time spent traveling to the vaccination site and time spent receiving the vaccine are considered hours worked.
- b. The Employer will provide current vaccine data information to the Union bi-weekly.

**5. Paid leave**

- a. If the Employer requires an employee to get a Covid-19 test, it shall be done on the Employer's time and at their expense.
- b. When an employee tests positive using a rapid test at screening and is sent home to isolate and the confirmation test comes back negative, any use of accrued leave during the isolation period will be credited back to the employee's leave bank.
- c. If the employee's accrued sick leave is at risk of falling under forty (40) hours, they may request shared leave from the shared leave bank if they are required to isolate or quarantine and the employer is unable to accommodate an alternative work assignment.
- d. After October 19, 2021, and no later than December 31, 2021, employee's leave accounts will be credited one (1) personal leave day. This personal leave day must be taken within the 2022 calendar year.

**6. Workplace conditions**

- a. Each college will establish a generalized contingency plan to address potential staffing crises due to vacancies created by the vaccination mandate. The initial draft will be provided to the Union no later than October 11, 2021, and a broad-based plan will meet this condition. Plans are subject to change as conditions change. Updated plans will be provided to and discussed with the Union. Updated plans will be sent to the assigned Staff Representative.
- 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 and bargain impacts 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.

## **7. 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.
- b. If an employee has initiated their exemption request, 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 decision is provided. If an employee's exemption request has been approved but an accommodation has not been identified, the employee will suffer no loss in pay until the completion of the accommodation process.
- c. If the exemption request is denied or an accommodation is not available, the employee may use a combination of accrued leave and leave without pay for up to 60 days to become fully vaccinated. Failure to provide proof of beginning the process of becoming fully vaccinated within ten (10) calendar days of denial may result in separation/dismissal. If the 10<sup>th</sup> day

falls on a Saturday, Sunday, or holiday, the last day will be the next day that is not a Saturday, Sunday, or holiday.

- d. 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 accrued leave or leave without pay for up to 60 days to become fully vaccinated and retains the right to return to their previous position or a vacant position in the same job class at their work location provided the employee has become fully vaccinated and the employer has not permanently filled their previous position. An employee whose position has been filled and who provides proof to the Employer of being fully vaccinated pursuant to the Proclamation may be placed on the layoff list upon request and must comply with the provisions of Article 36.13.
  - e. If an employee has not initiated an exemption request and fails to provide proof of vaccination by October 18, 2021, they may be subject to separation/dismissal.
8. Leave without pay taken in accordance with this MOU will not impact seniority dates.
9. By mutual agreement, any grievance pertaining to provisions in this MOU, or discipline resulting from the vaccine mandate, will be expedited. Per Article 30.1.M, this MOU constitutes an agreement to bypass Steps 1 and 2 and to modify Step 3 of the grievance procedure. Step 3 will be a Pre-Arbitration Review Meeting for all disciplinary action taken because of the vaccine mandate. Impacted employees will be allowed to attend the PARM related to their grievance. Step 4 will remain in effect as written.

10. Nothing in this MOU is intended to waive language or rights under the CBA or law unless the language in this agreement conflicts with the CBA, in which case this language will be given precedence.

The provisions of this MOU shall expire on December 31, 2021 and may be renewed upon mutual agreement.

For the Employer

For the Union

 09/27/2021

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Janetta Sheehan, Senior Labor  
Negotiator  
OFM/State Human Resources

 9/28/2021

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Amanda Hacker, Contract Administrati  
Director  
WPEA