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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
THE WASHINGTON FEDERATION OF STATE EMPLOYEES
AFSCME COUNCIL 28 AFLCIO**

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

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

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 and by requiring all employees to comply with health and safety measures. As a result of the above noted situation, to help preserve and maintain life, health, property or the public peace, all employees of the State of Washington are now required to become fully vaccinated or covered by an exemption in accordance with the Governor’s proclamation 21-14.1.

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

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 definition of fully vaccinated may include FDA-approved booster shots. The parties agree to meet within thirty (30) days of any announcement that booster shots will become a requirement for continued employment and bargain the impacts in good faith to achieve the health and safety goal.

1. Exemption process:

- a. The Employer will provide employees with instructions and a list of all necessary materials that need to be submitted to process an exemption within three (3) business days of request. Exemption instructions and materials will also be posted immediately to Agency Sharepoint systems or secured network drives with an email notice to all staff.

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- b. Employees will inform their supervisor or HR representative, either orally or in writing, as soon as possible if they wish to request a medical or religious exemption. Agencies request and the union encourages employees to submit completed necessary materials no later than September 13, 2021 to allow for the best chance of their requests being processed in time. However, to the extent that requests are received after that date, agencies will continue with processing requests received up to October 18, 2021.
 - c. If the Employer requires a second medical opinion in the exemption process, the Employer will cover all associated costs. The medical appointment, including travel time, will be considered work time.
 - d. Employees whose exemption requests are not approved will secure a vaccination appointment and provide verification of being fully vaccinated by October 18, 2021 or be subject to non-disciplinary separation.
 - e. Only HR staff or staff who are bound to protect confidential and sensitive information will handle and process exemption documentation. All information disclosed to the Employer in the exemption process will be kept confidential. This information will only be accessed by the Employer on a need-to-know basis.

60 **2. Accommodations for medical or religious exemptions**

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- a. Employees who are approved for a medical or religious exemption will automatically proceed to the accommodation process. The Employer will conduct a diligent review and search for possible accommodations within the agency. Employees requesting accommodation must cooperate with the Employer in discussing the need for and possible form of any accommodation.
 - b. Consistent with current practice, all information disclosed to the Employer during the accommodation process will be kept confidential. This information will only be accessed by the Employer on a need-to-know basis.
 - c. Upon request, an employee will be provided a copy of their accommodation information that is maintained by the Employer.
 - d. The Employer will determine whether an employee is eligible for an accommodation and the final form of any accommodation to be provided. The Employer will attempt to accommodate the employee in their current position prior to looking at accommodations in alternative vacant positions.

80 e. In the event that an accommodation is not available for an employee
81 with an approved medical or religious exemption, they will be subject
82 to non-disciplinary separation. An employee separated due to
83 disability will be placed in the General Government Transition Pool
84 Program if they submit a written request to the agency's Human
85 Resources Office for reemployment in accordance with WAC 357-46-
86 090 through -105 and have met the reemployment requirements of
87 WAC 357-19-475
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89 **3. Vaccine verification**

90 All information disclosed to the Employer during the vaccination verification
91 process will be stored in the employee's confidential medical file only. This
92 information will only be accessed by the Employer on a need-to-know basis.

93 **4. Vaccine access and education**

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- 96 a. Vaccination education may be provided on work time where
97 operationally possible by and with established affinity groups or other
98 venues where possible and as soon as possible. This may include,
99 offering vaccination Q&A sessions with medical professionals and
100 providing vaccine information in multiple languages.
- 101 b. Employees who have difficulty accessing vaccinations, due to their
102 remote location or other circumstance, will inform their supervisor or
103 HR representative as soon as possible. The Employer will assist in
104 identifying vaccination sites with available appointments upon
105 request.
- 106 c. Time spent traveling to the vaccination site and time spent receiving
107 the vaccine are considered hours worked. The employer may require
108 that the time be supported by documentation.
- 109 d. OFM will provide employee vaccination rate data to the Union no
110 later than September 20, 2021 and will provide updated reports as
111 they are generated, bi-weekly at a minimum. This data will be
112 provided in excel format and be broken down by agency and further
113 broken down by institution as applicable. The Union and the
114 Employer will use this data to partner in targeting locations for
115 vaccination education and vaccination access.
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5. Workplace safety

- a. In accordance with current mandates, DOH, L&I, and CDC as well as federal, state and/or local guidelines:
 - i. employee and visitor masking will be required as outlined by the above referenced guidelines
 - ii. symptom screenings will continue in accordance with the above referenced guidelines.
- b. If the employer requires an employee to get a Covid-19 test, it shall be done on the Employer's time and expense.
- c. The DOH will track worksite and public health data (such as Covid-19 cases, hospitalizations and deaths) and abide by safety protocols established by DOH and the CDC.

6. Paid leave

- a. 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.
- b. 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.
- c. 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.

7. Workplace conditions

- a. Each agency 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.

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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. 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 September 13, 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 decision is provided. If an employee's exemption request has been approved but an accommodation has not been identified, the employee may use a combination of annual leave and leave without pay after October 18th. 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. Failure to provide proof of full vaccination within the 45-day period will result in non-disciplinary separation.
- 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 leave without pay for up to thirty (30) calendar 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. This provision expires on November 17, 2021.
- 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. Employees who are subject to non-disciplinary separation shall be eligible for state employment upon becoming fully vaccinated.

