

28 may be required to telework during the quarantine period. The employee is not
29 permitted to report to the worksite during the time they are in quarantine. If the
30 employee is directed to telework and declines to do so, the employee must use their
31 own accrued leave or be in a leave without pay status for the time in quarantine.

32 If at any time during the recommended quarantine period the employee becomes
33 symptomatic or tests positive for COVID-19 or other contagious disease, they will
34 be no longer considered in quarantine and would move to an isolation period.
35 Employees in the isolation period would be required to use accrued leave in
36 accordance with the collective bargaining agreement or may telework, if they feel
37 well enough to work and are approved to do so, until such time as they are no longer
38 deemed contagious.

39 If the employee's accrued sick leave is at risk of falling under forty (40) hours, they
40 may request shared leave from the shared leave bank if they are required to isolate
41 or quarantine and the employer is unable to accommodate an alternative work
42 assignment.

43 Testing

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45 If the employer requires an employee to get a Covid-19 or other test, it shall be
46 done on the Employer's time and expense, including any needed travel time.

47 When an employee tests positive and is sent home to isolate and the confirmation
48 test comes back negative, any use of accrued leave during the isolation period will
49 be credited back to the employee's leave bank.

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52 **AD. One-Time Lump Sum Payment for Providing Proof of up to date**
53 **COVID-19 Booster(s)**

54 Employees who provide proof of up-to-date COVID-19 vaccination, to include
55 boosters, will receive a one-time lump sum payment. All information disclosed to
56 the Employer during the vaccination verification process will be stored in the
57 employee's confidential medical file only. This information will only be accessed
58 by the Employer on a need-to-know basis.
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60 **a. Effective July 1, 2023, bargaining unit employees will be eligible to receive**
61 **a one-time lump sum payment if they meet the following conditions:**

62 Employees who choose to be boosted, at a location of their choosing, and
63 voluntarily provide their employer with proof of up-to-date COVID-19
64 booster vaccination, which must include any boosters recommended by the
65 U.S. Centers for Disease Control (CDC) at the time proof is provided to the
66 employer, between January 1, 2023, and December 31, 2023, shall receive
67 a one thousand dollar (\$1000.00) one-time lump sum payment to be paid no
68 earlier than July 25, 2023. The Employer will provide the employee with
69 written acknowledgement of receipt of proof, which shall include the date
70 when the documentation of up to date COVID-19 boosters was provided.

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72 **b. The lump sum payment will be reflected in the employee's paycheck subject**
73 **to all required state and federal withholdings and be provided as soon as**
74 **practicable based upon their agency's Human Resources and/or payroll**
75 **processes. The lump sum payment shall not be considered salary or base**
76 **pay and therefore is exempt from union dues.**

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- 1. Bargaining unit employees will only receive one lump sum payment regardless, if they occupy more than one position within State government or higher education. Eligibility for the lump sum payment will be:
 - a. Based upon the position in which work was performed on the date the up-to-date status is verified; or
 - b. If no work was performed on the date the up-to-date status is verified, then based on the position from which the employee receives the majority of compensation.

- 3. Employees will receive the lump sum payment only once during their employment with the State, regardless of whether they hold multiple positions or are employed by multiple agencies between January 1, 2023 and December 31, 2023.

The provisions contained in this MOU become effective on ~~July 1~~ January 1, 2023.
~~This MOU shall expire June 30, 2025~~ December 31, 2023.

TENTATIVE AGREEMENT REACHED


For the Employer:

For the Union:



 Scott Lyders, OFM
 Labor Negotiator

09/21/2022
Date



 Chris Fox
 WFSE/AFSME Council 28
 Chief Negotiator

9/21/22
Date