

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
THE WASHINGTON FEDERATION OF STATE EMPLOYEES
AFSCME COUNCIL 28 AFL-CIO (OAH – ALJ)**

COVID-19 continues as an ongoing and present threat in Washington State. The measures we have taken together as Washingtonians 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 21-14.3.

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

All employees are required 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. Vaccine Verification

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

2. Workplace Safety

The agency will follow Department of Health, L & I and CDC guidelines, as well as federal, state and local guidelines and agency policy with regard to safety protocols in the workplace.

3. Leave

Employees will be allowed to continue to work from home during any period of quarantine. If the employee has to use sick leave and accrued sick leave is at risk of falling under forty (40) hours, they may seek shared leave as consistent with OAH policy.

4. Conditions of Employment

OAH will notify an employee when a temporary accommodation under the vaccine mandate is no longer feasible. If the employee provides written notice that they wish to pursue a reassignment, the OAH may move forward with identifying alternative vacant funded positions. If the employee does not provide a written request for reassignment within the timeframe set by the agency, or the employer has provided written notification to the employee that no reassignment is available, the employee must provide proof of receipt of an initial vaccine dose within ten (10) calendar days in order to remain employed. If the employee does not provide proof of beginning the vaccination regimen within (10) calendar days, the employee will be subject to non-disciplinary separation. Consistent with agency practice and the collective bargaining agreement, and during the time that the employee is becoming fully vaccinated (not to exceed fifty-five (55) calendar days from the date of written notice) agencies will allow the use of either a combination of accrued leave and leave without pay or continued temporary telework accommodation if it meets the agency's business needs. An employee that fails to provide proof of becoming fully vaccinated within the specified time period will be subject to non-disciplinary separation.

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

The provisions of this MOU shall expire on March 31, 2022 and may be renewed upon mutual agreement.

Dated January 13, 2022

For the Employer:



Ron Stormer, OFM
Labor Negotiator

For the Union:



Ariane Takano
WFSE Labor Advocate

