

**Memorandum of Understanding
Between
The Evergreen State College (Evergreen)
And
The Washington Federation of State Employees (Union)
Uniformed Personnel**

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

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 Evergreen State College 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 will take the necessary steps to be fully vaccinated by **October 18, 2021** or be approved for a medical or religious accommodation. 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 Evergreen during the vaccination verification process will be stored in the employee's confidential medical file only and/or other legally required file. This information will only be accessed by the Employer on a need-to-know basis.

2. 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 and Evergreen's COVID-19 Face Covering Policy
 - 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 College's time and expense.

3. Vaccine access and paid COVID-19 vaccination leave

Employees obtaining the vaccination, including the booster shot, are eligible to use up to two (2) hours of paid "COVID-19 Vaccination Leave" to travel and receive each does of the vaccine and/or booster.

- a. COVID-19 Vaccination Leave will be requested in advance unless there is mutual agreement between the employee and their supervisor to do otherwise.
- b. COVID-19 Vaccination Leave will be provided to employees only during the employee's scheduled work time.
- c. Employees using COVID-19 Vaccination Leave will not be reimbursed for mileage or other expenses.
- d. Evergreen may require that the request for COVID-19 Vaccination Leave be supported by documentation from the employee, which may include proof of the vaccination and/or booster.
- e. Employees are encouraged to update their employee vaccination record with their booster information/documentation.
- f. COVID-19 Vaccination Leave will be available to eligible employees retroactive to January 1, 2022 through the expiration date of this agreement.

4. 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 their accrued leave during the isolation period will be credited back to the employee's leave bank at their request, if Evergreen is unable to accommodate an alternative work assignment.
- b. If an employee is required to isolate or quarantine and the supervisor is unable to accommodate them with an alternative work assignment or telework, they may use paid leave or leave without pay.
- c. If an employee is exposed to COVID-19 at the workplace, and the employee wishes to be tested, Evergreen may treat the time to be tested as work time. Evergreen may require the employee to provide the results of the test. If Evergreen is requiring the testing, Evergreen will treat the time as work time.
- d. If the employee's accrued sick leave is at risk of falling under forty (40) hours or is currently under forty (40) hours, and they have no other available paid leave, they may request shared leave, in accordance with Article 13.6, if the college is unable to accommodate an alternative work assignment.

5. Workplace conditions

Any emergency contracting out due to short staffing as result of this mandate will supplement and not supplant bargaining unit positions.

6. Conditions of Employment

Evergreen will notify an employee when a temporary accommodation under the vaccine proclamation is no longer feasible. If the employee provides written notice that they wish to pursue a reassignment, Evergreen may move forward with identifying available alternative vacant funded position(s) that are at the same or lower salary level and for which the employee has the skills and abilities. If the employee does not provide a written request for reassignment within the time period set by Evergreen, or Evergreen 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 regime within ten (10) calendar days, the employee will be subject to non-disciplinary separation. During the time the employee is becoming fully vaccinated (not to exceed fifty-five (55) calendar days from the date of written notice), the employee may use either a combination of accrued leave and leave without pay, or engage in a temporary telework accommodation if it meets Evergreen’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.

The provisions of the memorandum of understanding will not be duplicative of benefits under state or federal law. The Parties understand and agree that Evergreen and its employees will comply with any new state or federal regulations and/or interpretations in effect during the term of this agreement.

The provisions of this MOU shall expire on March 31, 2022.

For the WFSE:

For The Evergreen State College:

Ton Johnson 01-24-22
WFSE Labor Advocate Date

Laurel R. Uznanski 4/25/2022
AVP for Human Resource Services Date