

**MEMORANDUM OF UNDERSTANDING
BETWEEN
EASTERN WASHINGTON UNIVERSITY
AND
WASHINGTON FEDERATION OF STATE EMPLOYEES
BARGAINING UNITS 1 & 2**

COVID-19 continues as an ongoing and present threat in Washington State. The measures we have taken together 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 University 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 Eastern Washington University (hereinafter “University” or “EWU”) and the Washington Federation of State Employees (hereinafter “WFSE” or “Union”), jointly referred to as 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 University will maintain a website which provides information for employees including instructions regarding submission of COVID-19 vaccination records and instructions regarding submission of requests for medical or religious waivers.
- b. The University requests and the union encourages employees to submit completed necessary materials no later than September 15, 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, the University will continue with processing requests received up to October 18, 2021.
- c. Religious waiver requests may be obtained that the following website:
<https://inside.ewu.edu/equalopportunity/office-of-equal-opportunity/religious-accommodation/>. Forms can be completed and submitted online to Equal Opportunity for review and approval.

- d. Medical waiver requests may be obtained at the following website: <https://in.ewu.edu/hr/wp-content/uploads/sites/40/2021/08/Vaccine-Medical-Waiver-8.24.21-fillable.pdf>. Completed medical waiver requests and accompanying medical certification must be submitted to Human Resources at clincoln@ewu.edu or 314 Showalter Hall for review and approval.
- e. If the University requires a second medical opinion in the exemption process, the University will cover all associated costs. The medical appointment, including travel time, will be considered work time.
- f. 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.
- g. Only Human Resources, EWU COVID-Response Team or staff who are bound to protect confidential and sensitive information will handle and process vaccination and/or exemption documentation, whichever is applicable. All information disclosed to the University in the exemption process will be kept confidential. This information will only be accessed by the University on a need-to-know basis.
- h. **Effective upon execution of this Agreement, only the Office of Equal Employment, or designee(s), will handle and process religious exemption documentation submitted to the Office of Equal Opportunity. All information disclosed to the University in the religious exemption process will be kept confidential. This information will only be accessed by the University on a need-to-know basis.**
- i. **Only Human Resources, or designee(s), will handle and process medical exemptions.**

2. Accommodations for medical or religious exemptions

- a. The University will conduct a diligent review and search for possible accommodations within the University for employees who request medical or religious exemptions. Employees requesting accommodation must cooperate with the University in discussing the need for and possible form of any accommodation.
- b. Consistent with current practice, all information disclosed to the University during the accommodation process will be kept confidential. This information will only be accessed by the University 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 University.
- d. The University will determine whether an employee is eligible for an accommodation and the final form of any accommodation to be provided. The University will attempt to accommodate the employee in their current position prior to looking at accommodations in alternative vacant positions
- e. In the event an accommodation is not available for an employee with an approved medical or religious exemption, they will be subject to non-disciplinary separation.

3. Vaccine verification

- a. All information disclosed to the University during the vaccination verification process will be stored in Med + Proctor or the employee's confidential medical file only. This information will only be accessed by the University on a need-to-know basis.

4. Vaccine access and education

- a. Vaccination education may be provided on work time where operationally possible by and with established affinity groups or other venues where possible and as soon as possible. This may include, offering vaccination Q&A sessions with medical professionals.
- b. Employees will be provided up to two hours of time to travel to the vaccination site and to receive the vaccination. If the employee requires two vaccinations, they will receive up to two hours for each vaccination. Such time will be considered hours worked.
- c. Beginning Monday, September 27, 2021, the University will provide the Union with aggregate vaccination and waiver statuses for employees twice a month throughout fall quarter/semester. The Union and the University will use this data to partner in targeting locations for vaccination education and vaccination access.

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 employee's applicable accrued leave, as defined in EWU Policy 403-02, 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 University if unable to accommodate an alternative work assignment.

6. Workplace conditions

- a. 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. 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 22, 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 University has not permanently filled their previous position. This provision expires on November 17, 2021. If the employee does not become fully vaccinated by November 17, 2021, the employee is subject to non-disciplinary separation effective November 18, 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.
- e. Employees who are subject to non-disciplinary separation will be eligible to reapply for state employment upon becoming fully vaccinated.

9. Seniority Dates

- a. Leave without pay taken in accordance with this MOU will not impact seniority dates.

10. Duration of Agreement

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

This Memorandum of Understanding shall take effect as of the date it is fully executed by the parties.

EASTERN WASHINGTON UNIVERSITY

WASHINGTON FEDERATION OF STATE
EMPLOYEES

BY: _____
Spenser Ross, Labor Relations Manager

BY: _____
James Dannen, Labor Advocate



DATE: _____

DATE: _____

