Memorandum of Agreement

The following Memorandum of Agreement (MOA) is entered into by and between Washington State University (WSU) and the Washington Federation of State Employees (WFSE).

WFSE and WSU agree to the following:

1. All employees must be fully vaccinated by October 18, 2021 or obtain a medical or religious accommodation, unless otherwise authorized under this agreement.
2. Employees will request an exemption following WSU protocols, as soon as possible if they wish to request a medical or religious exemption. Employees must submit completed necessary exemption materials no later than October 4, 2021.
3. If an employee has initiated their exemption request and is subsequently denied, the employee can use accrued leave (excluding sick leave) or leave without pay in accordance with collective bargaining agreement provisions, while demonstrating compliance to becoming fully vaccinated. Failure to provide proof following WSU protocols, of receiving the first dose towards becoming fully vaccinated within seven (7) calendar days of denial may result in non-disciplinary separation.
4. If an employee has obtained a religious exemption but an accommodation has not been identified, the employee may use any combination of accrued leave (excluding sick leave) and leave without pay after October 18, 2021, until the exemption and/or accommodation process is complete.
5. If an employee has obtained a medical exemption but an accommodation has not been identified, the employee may use a combination of accrued leave (including sick leave) and leave without pay after October 18, 2021, until the exemption and/or accommodation process is complete.
6. If an employee has submitted their completed necessary exemption request materials by October 4, 2021 and it is still being reviewed on October 18, 2021, the employee can use accrued leave (including up to 3 days of sick leave) or leave without pay in accordance with collective bargaining agreement provisions, until the exemption and/or accommodation process is complete.
7. 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 WSU. WSU will determine whether an employee is eligible for an accommodation and the final form of any allowed accommodation.
8. 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 to administer this mandate, unless otherwise authorized in writing by the Employee.
9. All information disclosed to the Employer during the vaccination verification process will be stored in accordance with applicable rules and laws. This information will only be accessed by the Employer on a need-to-know basis to administer this mandate unless otherwise authorized in writing by the Employee.
10. If an employee is not fully-vaccinated by October 18, 2021 and has officially submitted retirement paperwork to DRS and notice of retirement to WSU, prior to October 4, 2021, the

employee may use accrued leave (excluding sick leave) or leave without pay in accordance with the collective bargaining agreement provisions, after October 18, 2021, until their retirement date. This provision expires on October 31, 2021 for a November 1, 2021 retirement date.

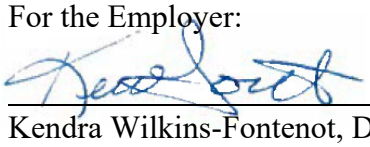
11. If an employee has provided proof of starting a two-dose vaccination series prior to September 20, 2021, and subsequently is in need of a medical exemption prior to second dose, the employee will immediately follow the WSU protocols for identifying their vaccination status and requesting a medical exemption. The employee may use accrued leave (including 5 days sick leave) or leave without pay, in accordance with the collective bargaining agreement provisions after October 18, 2021, until the exemption and accommodation process is complete.
12. If an employee has not submitted the completed necessary exemption materials by October 4, 2021, or has failed to provide proof of full vaccination status by October 18, 2021, unless otherwise authorized under this agreement, the employee will be subject to non-disciplinary separation.
13. Leave as required or needed under this MOU will be approved when requested. Employees will not be subject to discipline for the appropriate use of leave as needed within this MOU.

For the Union:

_____

Brandon Crawford, Labor Advocate
Washington Federation of State Employees

For the Employer:



9/23/2021

Kendra Wilkins-Fontenot, Director | Disability Services and Labor Relations Officer
Washington State University