MEMORANDUM OF UNDERSTANDING

BETWEEN

THE STATE OF WASHINGTON

AND

THE WASHINGTON FEDERATION OF STATE EMPLOYEES

HIGHER EDUCATION COMMUNITY COLLEGES COALITION (WFSE HE CCC)

AFSCME COUNCIL 28 AFL-CIO

COVID-19 continues as an ongoing and present threat in Washington State. The measures we have taken together as Washingtonians 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 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 21-14.1.

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, 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 Employer will provide employees with instructions and a list of all necessary materials that need to be submitted to process an exemption within five (5) business days of request. Exemption
instructions will also be posted immediately to College/district shared systems or secured network drives with an email notice to all staff. Supervisors will immediately provide the information in an accessible format for employees.

b. Employees will inform their supervisor or HR representative, either orally or in writing, as soon as possible if they wish to request a medical or religious exemption. The colleges/districts request and the union encourages employees to submit completed necessary materials to HR no later than the date established by the individual college/district, which will be no earlier than September 24, 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, colleges/districts HR will continue with processing requests received up to October 18, 2021. The exemption is determined by HR departments.

c. If the Employer requires a second medical opinion in the exemption process, the Employer will cover all associated costs. The medical appointment, including travel time, will be considered work time.

d. Only HR staff or staff who are bound to protect confidential and sensitive information will handle and process exemption documentation. All information disclosed to the Employer in the exemption process will be kept confidential. This information will only be accessed by the Employer for the administration of this vaccination mandate or as otherwise required by law.

2. Reasonable Accommodations for medical or religious exemptions

a. Employees who are approved for a medical or religious exemption will proceed to the reasonable accommodation interactive process. The Employer will conduct a diligent review and search for possible reasonable accommodations within the college/district. Employees requesting reasonable accommodation must cooperate with the Employer in discussing the need for and possible form of any accommodation.

b. Consistent with current practice, all information disclosed to the Employer during the reasonable accommodation process will be kept
confidential. This information will only be accessed by the Employer 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 Employer.

d. The Employer will determine whether an employee is eligible for a reasonable accommodation and the final form of any accommodation to be provided. The Employer will attempt to accommodate the employee in their current position prior to looking at accommodations in alternative vacant positions.

e. In the event that an accommodation is not available for an employee with an approved medical or religious exemption, they will be subject to non-disciplinary separation. Employees with an approved exemption without an available medical reasonable accommodation will be subject to the provisions of Article 34.

3. 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.

4. Vaccine access and education

a. Vaccination education will be provided on work time where operationally possible. This may include, offering vaccination Q&A sessions with medical professionals and providing vaccine information in multiple languages.

b. Employees who have difficulty accessing vaccinations, due to their remote location or other circumstance, will inform their supervisor or HR representative as soon as possible. The Employer will assist in identifying vaccination sites with available appointments upon request.

c. Time spent traveling to the vaccination site and time spent receiving the vaccine are considered hours worked. The employer may require that the time be supported by documentation.
d. OFM will provide employee vaccination rate data to the Union no later than September 20, 2021 and will provide updated reports as they are generated, bi-weekly at a minimum. This data will be provided in excel format and be broken down by college/district. The Union and the Employer will use this data to partner in targeting locations for vaccination education and vaccination access.

5. Workplace safety

a. The college/districts recognize the duty to protect the health and safety of employees by establishing and maintaining a healthy and safe work environment and to require employees to comply with required health and safety measures. The employer will take all feasible and reasonable precautions to protect the safety and health of its employees. As such, the colleges/districts will follow the provisions of Proclamation 20-12.5 regarding others on campus, including any modifications to that proclamation.

b. In accordance with the latest 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.

c. If the employer requires an employee to get a Covid-19 test, it shall be done on the Employer’s time and expense.

d. The colleges/districts will track positive Covid-19 cases and known exposures at the workplace and follow all notice requirements.

e. Effective and appropriately sized physical barriers, such as clear plastic sneeze guards, will be installed in public-facing service counters and/or desks, including but not limited to active student services counters, public safety offices, libraries, computer labs and other labs as instructionally viable as determine by the Employer, to be initiated by October 18, 2021.
f. HVAC systems will be reviewed for possible updates with a minimum
of MERV-13 filtration and/or UVC sterilization and increased
ventilation pressure per OSHA and American Society of Heating,
Refrigerating and Air-conditioning Engineers (ASHRAE) guidelines.
Improvements will be made when possible as determined by the
Employer. The Employer will provide updates on facility
improvements and any plans for facility improvements consistent
with its obligation to provide notice on mandatory subjects per Article
37.

g. Any facility improvements for COVID-19 safety will be completed by
bargaining unit members for which they have the qualifications and
experience to engage in and is consistent with their current job duties
and responsibilities, unless otherwise agreed to.

h. Colleges/districts unable to comply with the above safety
requirements will pay 2.5x the hourly rate to all employees required
to report in person to their worksites until full compliance has been
met.

6. Paid leave

a. If the Employer requires an employee to quarantine due to DOH, L&I
or CDC guidelines and a remote alternative assignment is not
available, the employee will be granted paid administrative leave.

b. If the Employee is required to isolate due to testing positive for Covid-
19 as a result of exposure in the workplace and a remote alternative
assignment is not available, the employee will be granted three (3)
days of paid administrative leave, during the 3-day L&I waiting period.

c. When an employee tests positive using a rapid test at screening and is
sent home to isolate and the confirmation test comes back negative,
yany use of accrued leave during the isolation period will be credited
back to the employee’s leave bank.

d. After October 19, 2021 and no later than December 31, 2021, all
employees’ leave accounts will be credited one (1) personal leave
day. This personal leave day must be taken within the 2022 calendar
year.
7. Workplace conditions
   
a. Each College/district will establish a contingency plan to address potential staffing crisis due to vacancies created by the vaccination mandate. The initial draft will be provided to the Union as soon as possible.

b. Due to public and staff safety concerns the content of these plans will not be made public without mutual written agreement by the parties to this MOU. The parties agree to continue to meet to discuss questions regarding contingency plans.

c. Any emergency contracting out due to short staffing as result of this mandate will supplement and not supplant bargaining unit positions. Emergency contracting will be limited to sixty (60) days unless otherwise agreed to.

8. 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 and will not be in the workplace. 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 the date established by the individual college/district, which will be no earlier than September 24, 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 and/or accommodation decision is provided. 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. The employee has the responsibility to make sure they are complying with the timelines. Failure to provide proof of full vaccination within the 45-day period will result in non-disciplinary
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 any combination of accrued leave and leave without pay for up to thirty (30) calendar days to become fully vaccinated and retains the right to return to their previous position at their work location provided the employee has become fully vaccinated.

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 shall be eligible for state employment upon becoming fully vaccinated as a condition of employment.

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

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

In order to maintain a healthy and safe work environment, the parties agree to meet before December 13, 2021 to discuss the ongoing and present threat of COVID-19 and the possibility of extension and/or modifications to this MOU.

The provisions of this MOU shall expire on December 31, 2021 unless extended upon mutual agreement.

For the Employer

[Signature]
Janetta Sheehan, Senior Labor Negotiator
OFM/State Human Resources

For the Union

[Signature]
Jenny Ho, Director of Advocacy
WFSE/AFSCME Council 28