

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF WASHINGTON  
AND  
COALITION OF UNIONS**

**Vaccine Mandate**

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:

1. All employees will take the necessary steps to be fully vaccinated by **October 18, 2021**, or be approved for an accommodation, unless otherwise authorized under this agreement. Therefore, vaccinations must be completed by **October 4, 2021**. 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.
2. 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.
3. **Exemption process:**
  - a. The Employer will provide employees instructions and a list of all necessary materials that need to be submitted to process an exemption within three (3) business days of request. Exemption instructions and materials will also be

posted immediately to Agency Sharepoint systems or secured network drives with an email notice to all staff.

- b. Employees will inform their supervisor or HR representative, either verbally or in writing, as soon as possible if they wish to request a medical or religious exemption. Employees are encouraged to submit completed necessary materials no later than **Monday, September 13, 2021**. However to the extent requests are received after that date, agencies will continue with processing requests received up to October 18, 2021. Requests received after this date will not be subject to the provisions contained in Section 9b.
- 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. 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.
- e. 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 on a need-to-know basis.

#### **4. Accommodations for medical or religious exemptions**

- a. Employees with approved medical and religious exemption will automatically proceed to the accommodation process. The Employer will acknowledge receipt of the request for reasonable accommodation. Employees requesting accommodation must cooperate with the Employer in discussing the need for and possible form of any accommodation. The Employer will conduct a diligent review and search for possible accommodations within the Agency.
- b. 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.
- c. Upon request, an employee will be provided a copy of their reasonable 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 the non-disciplinary separation as stated in 3(d).

**5. Vaccine verification**

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

**6. Workplace safety**

- a. In accordance with current mandates, DOH and CDC guidelines:
  - i. employee and visitor masking will be required in all indoor public areas.
  - ii. symptom screenings will continue in accordance with DOH and CDC guidelines.
- b. If the employer requires an employee to get a Covid-19 test, it shall be done on the Employer's time and expense.
- c. The DOH will track worksite and public health data (such as Covid-19 cases, hospitalizations and deaths) and abide by safety protocols established by DOH and the CDC.

**7. Paid leave**

- a. Employees will receive a reasonable amount of paid time for the employee to travel and receive each dose of COVID-19 immunization. The employer may require that the request for leave be supported by documentation, which may include proof of the vaccination. If the Employer is offering vaccine at the workplace, the Employer will allow employees to receive the vaccine on work time.
- b. 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

accrued leave during the isolation period will be credited back to the employee's leave bank.

- c. If the employee's accrued sick leave 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 employer is unable to accommodate an alternative work assignment.
- d. After October 19, 2021 and no later than December 31, 2021, employees' leave accounts will be credited one (1) personal leave day. This personal leave day must be taken within the 2022 calendar year.

#### **8. Workplace conditions**

- a. Each agency will establish a contingency plan to address potential staffing crisis due to vacancies created by the vaccination mandate.
- b. Due to public and staff safety concerns the content of these plans will not be made public without mutual agreement by the parties to this MOU. The parties agree to continue to meet to discuss questions regarding contingency plans.
- c. The assignment of overtime due to staffing shortages will be assigned in accordance with the collective bargaining agreement.

#### **9. 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 vacation 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 13, 2021 and cooperates with the process, and it 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 18, 2021. If the exemption request is denied or an accommodation not available, the employee may use a combination of annual leave and leave without pay for up to forty-five (45) days to become fully vaccinated. Failure to provide proof of 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.

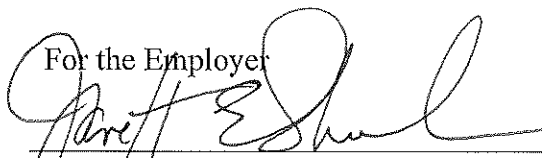
- c. If an employee receives the first dose of the vaccination late and fails to become fully vaccinated by October 18, 2021, the employee may use leave without pay for up to thirty (30) calendar days to become fully vaccinated and retains the right to return to their previous position or a vacant position in the same job class at their work location or another work location provided the employee has become fully vaccinated and the Employer has not permanently filled their previous position. This provision expires on November 17, 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. Employees who are subject to non-disciplinary separation shall be eligible for state employment upon becoming fully vaccinated.


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

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

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

Signed September 13, 2021

For the Employer  
  
Janetta Sheehan, Senior Labor  
Negotiator  
OFM/State Human Resources

For the Unions  
  
Rhonda Fenrich, Lead Negotiator  
Coalition of Unions

