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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
PROTEC17

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, to restart the economy, 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, and 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 State employees represented by PROTEC17 will take the necessary steps to be fully vaccinated, as defined by the proclamation referenced above, by **October 18, 2021** or be approved for a medical or religious accommodation, unless otherwise authorized under this agreement. 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.

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 the 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. Management will make a good-faith effort to notify employees who are on leave.
- b. Employees will inform their supervisor and/or HR representative, either verbally or in writing, as soon as possible if they wish to request a medical or religious exemption. Agencies request and the Union encourages

1 employees to submit **completed necessary materials** no later than
2 September 24, 2021 to allow for expedited processing. However,
3 agencies will process all requests received up to October 18, 2021. In the
4 event that an employee is unable to submit all of the documentation by
5 September 24, 2021 due to circumstances beyond their control, the
6 Employer may grant a reasonable extension to this deadline.

- 7 c. If the Employer requires a second medical opinion in the exemption
8 process the Employer will cover all associated costs. The medical
9 appointment, including travel time but not including mileage, will be
10 considered work time.
- 11 d. Employees whose exemption requests are not approved will secure a
12 vaccination appointment and provide verification of being fully
13 vaccinated by October 18, 2021 or will be subject to non-disciplinary
14 separation.
- 15 e. Only HR staff or staff who are bound to protect confidential and sensitive
16 information will handle and process exemption documentation. All
17 information disclosed to the Employer in the exemption process will be
18 kept confidential. This information will only be accessed by the Employer
19 on a need-to-know basis.

21 **2. Accommodations for medical or religious exemptions**

- 22 a. Employees who are approved for a medical or religious exemption will
23 automatically proceed to the accommodation process. The Employer will
24 conduct a diligent interactive review and search for possible
25 accommodations within the agency. Employees requesting
26 accommodation must cooperate with the employer in discussing the
27 need for, and possible form of, an accommodation.
- 28 b. Consistent with current practice, all information disclosed to the
29 Employer during the accommodation process will be kept confidential.
30 This information will only be accessed by the Employer on a need-to-
31 know basis.
- 32 c. Upon request, an employee will be provided a copy of their reasonable
33 accommodation information that is maintained by the Employer.
- 34 d. The Employer will determine whether an employee is eligible for a
35 reasonable accommodation and the final form of any accommodation to
36 be provided. The Employer will attempt to accommodate the employee
37 in their current position prior to looking at accommodations in
38 alternative vacant positions.
- 39 e. In the event that an accommodation is not available for an employee
40 with an approved medical or religious exemption, they will be subject to
41 non-disciplinary separation. All employees separated due to disability will
42 be placed on the General Government Transition Pool Program if they

1 submit a written request to the agency's Human Resources Office for
2 reemployment in accordance with WAC 357-46-909 through 105 and
3 have met the reemployment requirements of WAC 357-19-475.
4

5 **3. Vaccine verification**

- 6 a. If the Employer retains any documentation when verifying vaccination
7 status, such documentation will be kept in confidential medical files only.
8 This information will only be accessed by the Employer only on a need-to-
9 know basis.

10
11 **4. COVID-19 vaccine access and information**

- 12 a. Vaccination information will be provided on work time where and when
13 operationally possible by and with established affinity groups or other
14 venues where possible and as soon as possible. This may include offering
15 vaccination Q&A sessions with medical professionals and providing
16 vaccine information in multiple languages.
- 17 b. Employees who have difficulty accessing vaccinations, due to their
18 remote location or other circumstances, will inform their supervisor or
19 HR representative as soon as possible. The employer will assist in
20 identifying vaccination sites with available appointments upon request.
- 21 c. Time spent traveling to the vaccination site and time spent receiving the
22 vaccine are considered hours worked. The employer may require that
23 the time be supported by documentation.
- 24 d. OFM will provide employee vaccination rate data to the Union no later
25 than September 20, 2021 and will provide updated reports as they are
26 generated, bi-weekly at a minimum. This data will be provided in excel
27 format and be broken down by agency. The Union and the Employer will
28 use this data to partner in targeting locations for vaccination information
29 and access.

30
31 **5. Workplace safety**

- 32 a. In accordance with current mandates, DOH, L&I and CDC guidelines, as
33 well as federal, state, and/or local guidelines:
- 34 i. employee and visitor masking will be required as outlined by the
35 above-referenced guidelines.
- 36 ii. symptom screening will continue for public-facing positions.
- 37 b. If the employer requires an employee to get a Covid-19 test, it shall be
38 done on the Employer's time and expense. Travel to and from the testing
39 site will be considered time worked.
- 40 c. The DOH will track worksite and public health data (such as Covid-19
41 cases, hospitalizations and deaths) and abide by safety protocols
42 established by DOH and the CDC.

1 **6. Paid leave**

- 2 a. When an employee is exposed to COVID-19 at work and is sent home or
3 otherwise directed to isolate, any use of accrued leave during the
4 isolation period will be credited back to the employee’s leave bank.
5 b. If the employee’s accrued sick leave is at risk of falling under forty (40)
6 hours, they may request shared leave from the shared leave bank if they
7 are required to isolate or quarantine and the employer is unable to
8 accommodate an alternative work assignment.
9 c. After October 19, 2021 and no later than December 31, 2021, employees
10 leave accounts will be credited one (1) personal leave day. This personal
11 leave day must be taken within the 2022 calendar year.

12
13 **7. Workplace conditions**

- 14 a. Each agency will establish a contingency plan to address potential staffing
15 crises due to vacancies created by the vaccination mandate. The initial
16 draft will be provided to the Union as soon as possible.
17 b. Due to public and staff safety concerns, the content of these plans will
18 not be made public without mutual agreement by the parties to the
19 MOU. The parties agree to continue to meet to discuss questions
20 regarding contingency plans.
21 c. Any emergency contracting out due to short staffing as a result of this
22 mandate will supplement and not supplant bargaining unit positions.

23
24 **8. Conditions of Employment**

- 25 a. If an employee is not fully vaccinated by October 18, 2021 and has
26 officially submitted retirement paperwork to DRS, the employee may use
27 accrued leave or leave without pay until their retirement date. This
28 provision expires on December 31, 2021. The use of accrued leave shall
29 be subject to the definitions and provisions contained in the collective
30 bargaining agreement.
31 b. If an employee has initiated their exemption request by September 24,
32 2021 and cooperates with the process, and the exemption is still being
33 reviewed on October 18, 2021, the employee will suffer no loss in pay
34 until the exemption and/or accommodation decision is provided. If an
35 employee’s exemption request has been approved but an
36 accommodation has not been identified, the employee may use a
37 combination of annual leave and leave without pay after October 18th. If
38 the exemption request is denied or an accommodation is not granted,
39 the employee may use a combination of accrued leave and leave without
40 pay for up to forty-five (45) days to become fully vaccinated. Failure to
41 provide proof of beginning the process of becoming fully-vaccinated
42 within ten (10) calendar days of denial may result in non-disciplinary

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separation. Failure to provide proof of full vaccination within the 45-day period may 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 class at their 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.

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

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

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

The provisions of this MOU shall take effect upon ratification.

Signed this 21st day of September, 2021.

For the Employer

For the Union



Ron Stormer, Labor Negotiator
OFM/State Human Resources

Sarah Lorenzini, Lead Negotiator
PROTEC17



Karen Estevenin, Executive Director
PROTEC17