

37 determined by the Employer, the employee must use
38 applicable vacation leave, personal leave day, personal
39 holiday, leave without pay, or a combination of these, after
40 October 18, 2021, until an accommodation determination is
41 made.

42 iii. If an employee's exemption request is denied or an
43 accommodation is not available, the employee will have fifty-five
44 (55) calendar days to become fully vaccinated.

45 (1.) The employee must provide proof of receiving their
46 first dose within ten (10) calendar days of the determination
47 notification. Failure to provide this proof will result in
48 separation.

49 (2.) The employee must use applicable vacation leave,
50 personal leave day, personal holiday, leave without pay, or
51 a combination of these, during the fifty-five (55) calendar
52 days.

53 (3.) The employee must provide proof of being fully
54 vaccinated within the fifty-five (55) calendar days. Failure
55 to provide proof of being fully vaccinated within the fifty-
56 five (55) calendar day period will result in separation.

57 c. If an employee has received their first dose by October 18, 2021, but
58 will not be fully vaccinated by October 18, 2021, the employee will
59 have up to forty-five (45) calendar days, from the date they received
60 their first dose, to become fully vaccinated.

61 i. Prior to October 18, 2021, the employee must provide proof of
62 receiving their first dose. Failure to provide this proof will result in
63 separation with the last day of employment on October 18, 2021.

64 ii. After October 18, 2021, the employee must use applicable
65 vacation leave, personal leave day, personal holiday, leave without
66 pay, or a combination of these, until they become fully vaccinated.

67 iii. The employee must provide proof of being fully vaccinated
68 within the forty-five (45) calendar days. Failure to provide proof of
69 being fully vaccinated within the forty-five (45) calendar day period
70 will result in separation.

71 d. Timeline extensions under Subsections 1b and 1c will not extend non-
72 permanent, project or seasonal appointment end dates.

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- e. Separation Process:
 - i. Notice of pre-separation for non-vaccination status will be sent to impacted employees by October 1, 2021, via U.S. Mail and work e-mail, if a work e-mail address is available. The notice will include: an opportunity to respond to the pre-separation notice, either at a virtual meeting scheduled by the Employer or in writing if the employee prefers and that the employee is entitled to Union representation.
 - ii. The Employer will provide to the Union a list of these employees by October 8, 2021.
 - iii. If the foregoing provisions in Subsection 1b or 1c do not apply or are not met, and an employee fails to provide proof of being fully vaccinated, notice of separation will be sent to the employee.
 - iv. This process is not precedent setting.

2. Medical or Religious Exemptions and Accommodation Process

- a. Employees will inform their supervisor or HR representative, either verbally or in writing, to request a medical or religious exemption and accommodation.
 - i. Accommodation request forms will be posted to the agency’s SharePoint site and will be provided to employees upon request.
 - ii. Employees are strongly encouraged to submit completed necessary materials no later than September 30, 2021 to better ensure their requests are processed timely. However, to the extent that requests are received after that date, the Employer will continue processing requests received through October 18, 2021.
- b. Based on the information submitted, the Employer will determine whether a medical or religious exemption is approved.
 - i. The employee will be notified in writing of the exemption determination.
 - ii. 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.

- 107 iii. If the employee’s request for an exemption is approved, their
108 request will proceed to the accommodation process.
- 109 c. If an employee’s request for a medical or religious exemption is approved,
110 the Employer will determine, through the interactive accommodation
111 process, whether an accommodation can be provided, the form of the
112 accommodation, and the duration of the accommodation.
- 113 i. The Employer will conduct a diligent review and search for
114 possible accommodations within the agency. The Employer will
115 attempt to accommodate the employee in their current position prior
116 to looking at accommodations in alternative vacant positions. The
117 Employer will consider telework in its determination.
- 118 ii. An employee requesting accommodation must cooperate with the
119 Employer in the interactive process and discuss the need for and
120 possible form of any accommodation, timely engaging in the
121 interactive process until the completion of the accommodation
122 process and an accommodation determination is made by the
123 Employer of whether an accommodation can or cannot be provided.
- 124 iii. The employee will be notified in writing of the accommodation
125 determination.
- 126 iv. If an accommodation is not available, the employee will be
127 provided information on how to request a reassignment.
- 128 v. If the employee declines the accommodation offered by the
129 Employer, the employee will be subject to separation, except as
130 provided under Subsections 1b and 1c.
- 131 d. Consistent with current practice, all information disclosed to the Employer
132 during the accommodation process will be kept confidential. This
133 information will only be accessed or shared by the Employer on a need-to-
134 know basis.
- 135 e. Upon request, an employee will be provided a copy of the information they
136 submitted for their accommodation request.
- 137 f. An employee separated due to disability will be placed in the General
138 Government Transition Pool Program if they submit a written request to the
139 agency’s HR Office in accordance with WAC 357-46-090 through -105.
140 Following a disability separation, individuals may request reemployment in
141 accordance with the requirements of WAC 357-19-475.

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144 **3. Vaccination Verification**

145 Information disclosed to the Employer during the vaccination verification
146 process will only be accessed or shared by the Employer on a need-to-know
147 basis.

148 **4. Vaccine Access and Education**

149 a. Employees who have difficulty accessing vaccinations, due to their
150 remote location or other circumstance, will inform their supervisor or
151 HR representative as soon as possible. The Employer will assist in
152 identifying vaccination sites upon request.

153 b. Time spent traveling to the vaccination site and time spent receiving the
154 vaccine are considered hours worked, not to exceed one (1) day per
155 vaccination dose, except in extraordinary circumstances, such as when
156 the vaccination is not available locally, and subject to supervisor
157 approval. The Employer may require that the time be supported by
158 documentation.

159 c. OFM will provide employee vaccination rate data to the Union no later
160 than two weeks following the parties' signing of this MOU and will
161 provide updated reports as they are generated, bi-weekly at a minimum.
162 This data will be provided in Excel format and will be broken down by
163 agency as applicable and further broken down by institution as
164 applicable.

165 **5. Workplace Safety**

166 a. The Employer will develop protocols regarding masking and screening
167 requirements using DOH, L&I, and CDC guidance as well as state
168 mandates.

169 b. If the Employer requires an employee to get a COVID-19 test, it shall
170 be done on the Employer's time and expense.

171 **6. Personal Leave Day**

172 After October 19, 2021, and no later than December 31, 2021, employees'
173 leave accounts will be credited one (1) additional personal leave day. This
174 personal leave day has no cash value and must be taken by December 31,
175 2022.

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177 **7. Agency Plan and Emergency Contracting**

178 Any formalized agency plan developed by the Employer regarding staffing
179 impacts due to vacancies created by the vaccination directive will be provided
180 to the Union as soon as administratively feasible. The Employer will satisfy its
181 collective bargaining obligations on a matter that is a mandatory subject not
182 covered in the CBA in accordance with Article 49 - Mandatory Subjects.

183 Any emergency contracting out due to short staffing as result of this mandate
184 will supplement and not supplant bargaining unit positions.

185 **8. Retirement**

186 If an employee is not fully vaccinated by October 18, 2021 and has provided
187 verification from the Department of Retirement Systems (DRS) that they have
188 submitted retirement paperwork, the employee may use accrued leave or leave
189 without pay until their retirement date. This provision expires on December
190 31, 2021. The use of accrued leave shall be subject to the definitions and
191 provisions contained in the Collective Bargaining Agreement.

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

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

196 **11.** If a provision in this MOU conflicts with the CBA, the provision of this MOU
197 will supersede the CBA.

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

200 **The provisions contained in this MOU shall take effect upon the parties' signing this**
201 **MOU.**

202 For the State/Employer:

Valerie Inforzato

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206 Valerie Inforzato

207 Labor Negotiator

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209 Date: October 1, 2021

For the Union:

A Hacker

Amanda Hacker

Contract Administration Director

Date: 10/1/2021