

36 holiday, compensatory time, exchange time, leave without pay
37 or a combination of these, after October 18, 2021, until an
38 accommodation determination is made.

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

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

46 (2.) The employee must use applicable vacation leave,
47 personal leave day, personal holiday, compensatory time,
48 exchange time, leave without pay or a combination of
49 these, during the fifty-five (55) calendar days.

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

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

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

61 ii. After October 18, 2021, the employee must use applicable vacation
62 leave, personal leave day, personal holiday, compensatory time,
63 exchange time, leave without pay or a combination of these, until they
64 become fully vaccinated.

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

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

71 e. Separation Process:

- 72 i. A pre-separation notice for non-vaccination status will be sent
73 to impacted employees by October 1, 2021, via U.S. Mail or
74 work e-mail, if a work e-mail address is available. The notice
75 will include the reason for the intended separation and an
76 opportunity for the employee to respond to the pre-separation
77 notice, either in a written response or at a pre-separation virtual
78 meeting scheduled by the Employer, at the employee's
79 preference; and the employee is entitled to Union representation
80 at a pre-separation meeting.
- 81 ii. The Employer will provide to the Union a list of these
82 employees or a copy of the notice, at the Employer's option, by
83 October 8, 2021.
- 84 iii. If the foregoing provisions in Subsection 1b or 1c do not apply
85 or are not met, and an employee fails to provide proof of being
86 fully vaccinated, notice of separation will be sent to the
87 employee.
- 88 iv. This process is not precedent setting.

89 **2. Medical or Religious Exemptions and Accommodation Process**

- 90 a. Employees will inform their supervisor or HR representative, either
91 verbally or in writing, to request a medical or religious exemption and
92 accommodation.
- 93 i. Exemption request forms are provided to employees.
- 94 ii. Employees are strongly encouraged to submit completed
95 necessary materials no later than September 30, 2021 to better ensure
96 their requests are processed timely. However, to the extent that
97 requests are received after that date, the Employer will continue
98 processing requests received through October 18, 2021.
- 99 b. Based on the information submitted, the Employer will determine whether
100 a medical or religious exemption is approved.
- 101 i. The employee will be notified in writing of the exemption
102 determination.
- 103 ii. If the Employer requires a second medical opinion in the
104 exemption process, the Employer will cover all associated costs. The

105 medical appointment, including travel time, will be considered work
106 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 a medical disability will be placed in the
138 General Government Transition Pool Program if they submit a written
139 request to the agency's HR Office in accordance with WAC 357-46-090

140 through -105. Following a disability separation, individuals may request
141 reemployment in accordance with the requirements of WAC 357-19-475.

142 **3. Vaccination Verification**

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

146 **4. Vaccine Access and Education**

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

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

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

163 **5. Workplace Safety**

164 a. In accordance with current mandates, DOH, L&I, and CDC as well as
165 federal, state and/or local guidelines:

166 i. Employee and visitor masking will be required as outlined by the
167 above referenced guidelines.

168 ii. Symptom screenings will continue in accordance with the above
169 referenced guidelines.

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

172

173 **6. Paid leave**

174

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

179 b. If the employee's accrued sick leave is at risk of falling under forty (40)
180 hours, they may request shared leave from the shared leave bank if they
181 are required to isolate or quarantine and the employer if unable to
182 accommodate an alternative work assignment.

183 **7. Personal Leave Day**

184 After October 19, 2021, and no later than December 31, 2021, employees'
185 leave accounts will be credited one (1) additional personal leave day. This
186 personal leave day has no cash value and must be taken by December 31,
187 2022.

188 **8. Agency Plan and Emergency Contracting**

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

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

196

197 **9. Retirement**

198 If an employee is not fully vaccinated by October 18, 2021 and has provided
199 verification from the Department of Retirement Systems (DRS) that they have
200 submitted retirement paperwork, the employee may use accrued leave or leave
201 without pay until their retirement date. This provision expires on December
202 31, 2021. The use of accrued leave shall be subject to the definitions and
203 provisions contained in the Collective Bargaining Agreement.

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

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

208 **12.** If a provision in this MOU conflicts with the CBA, the provision of this MOU
209 will supersede the CBA.

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

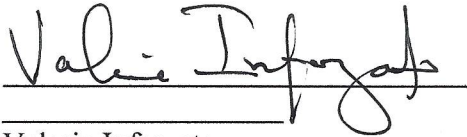
212 **The provisions contained in this MOU shall take effect upon the parties' signing this**
213 **MOU.**

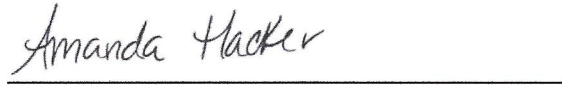
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215 For the State/Employer:

For the Union:

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220 Valerie Inforzato
221 Labor Negotiator

Amanda Hacker
Contract Administration Director

222
223

Date: October 1, 2021

Date: October 1, 2021