

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
THE WASHINGTON FEDERATION OF STATE EMPLOYEES
AFSCME COUNCIL 28 AFLCIO**

This MOU applies to the Agencies listed in Appendix A except for the following: Office of the Attorney General. ~~Secretary of State and Natural Resources.~~

COVID-19 continues as an ongoing and present threat in Washington State. The measures we have taken together as Washingtonians, have made a difference and have altered the course of the pandemic in fundamental ways.

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 21-14.3.~~

~~As a result of bargaining over Governor Inslee's rescission of Directive 22-13.1, COVID-19 Vaccination Standards for State Employees, which took effect May 11, 2023, the parties agree to the following: In recognition of the above, the parties agree to the following:~~

~~All employees are currently required to be fully vaccinated as of October 18, 2021 or be approved for a medical or religious accommodation. 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. Vaccine verification

All information disclosed to the Employer during the up to date 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.

2. Workplace safety

a. Symptom screenings will continue in accordance with current mandates requirements, Agency policy, DOH, L&I, ~~and CDC,~~ as well as federal, state and/or local requirements guidelines:

i. ~~employee and visitor masking and verification of vaccination status will be required as outlined by the above referenced guidelines~~

~~ii. symptom screenings will continue, in accordance with the above referenced 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.~~

~~b. The COVID-19 vaccination required by CMS Medicaid/Medicare certification standards will continue until rescinded by CMS at which time this MOU will be in full force and affect.~~

3. Leave

~~a. 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.~~ If an employee is exposed to COVID-19 at the workplace, and the employee wishes to be tested, the agency may treat the time to be tested as work time. The agency may require the employee to provide the results of the test in this circumstance. If the agency is requiring the testing, the agency must treat the time as work time.

b. 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 in accordance with RCW 41.04.665 if they are required to isolate or quarantine and the employer is unable to accommodate an alternative work assignment.

4. Workplace conditions

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

5. Conditions of Employment


~~Agencies will notify an employee when a temporary accommodation under the vaccine mandate requirement is no longer feasible. If the employee provides written notice that they wish to pursue a reassignment, the agency may move forward with identifying alternative vacant funded positions. If the employee does not provide a written request for reassignment within the timeframe set by the agency, or the employer has provided written notification to the employee that no reassignment is available, the employee must provide proof of receipt of an initial vaccine dose within ten (10) calendar days in order to remain employed. If the employee does not provide proof of beginning the vaccination regimen within (10) calendar days, the employee will be subject to non-disciplinary separation. Consistent with agency practice and the collective bargaining agreement, and during the time that the employee is becoming fully vaccinated (not to exceed fifty five (55) calendar days from the date of written notice) agencies will allow the use of either a combination of accrued leave and leave without pay or continued temporary telework accommodation if it meets the agency's business needs.~~

~~An employee that fails to provide proof of becoming fully vaccinated within the specified time period will be subject to non-disciplinary separation.~~

The provisions of this MOU shall expire on ~~March 31, 2022~~ June 30, 2023.

Dated on ~~January 5~~ March, 2022 May 24, 2023

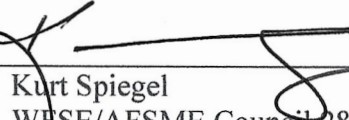
For the Employer:



Scott Lyders, OFM
Senior Labor Negotiator

5/25/2023
Date

For the Union:



Kurt Spiegel
WFSE/AFSME Council 28
Interim Executive Director

5/25/23
Date