

**Memorandum of Understanding
Between
The Evergreen State College (Evergreen)
And
The Washington Federation of State Employees (Union)
Student Support Services Staff Union**

COVID-19 Vaccination Requirement – Proclamation 21-14.1

COVID-19 continues as an ongoing and present threat in Washington State. The measures 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 Evergreen State College 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 employees will take the necessary steps to be fully vaccinated by **October 18, 2021** or be approved for a medical or religious accommodation, unless otherwise authorized under this agreement. 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. Exemption process:

- a. Instructions for applying for exemption are found in Evergreen's Vaccination Requirement Policy dated July 1, 2021 (attached).
- b. Employees will inform Human Resource Services, via an encrypted online web form, as soon as possible if they wish to request a medical or religious exemption. Evergreen requests and the Union encourages employees to submit completed necessary materials no later than **September 24, 2021** to allow for the best chance of their requests being processed in time. However, to the extent that requests are received after that date, Evergreen will continue with processing requests received up to October 18, 2021.
- c. If Evergreen requires a second medical opinion in the exemption request process, Evergreen 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 Human Resource Services staff or staff who are bound to protect confidential and sensitive information will handle and process exemption documentation. All information disclosed to the Evergreen in the exemption process will be kept confidential. This information will only be accessed by the employer on a need-to-know basis.

2. Accommodations for medical or religious exemptions

- a. Employees who are approved for a medical or religious exemption will automatically proceed to the accommodation process. Evergreen will conduct a diligent review and search for possible accommodations within the college. Employees requesting accommodation must interact and cooperate with Evergreen in discussing the need for and possible form of any accommodation.
- b. Consistent with current practice, all information disclosed to Evergreen 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 accommodation information that is maintained by Evergreen.
- d. Evergreen will determine whether an employee is eligible for an accommodation and the final form of any accommodation to be provided. Evergreen 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 non-disciplinary separation.

3. Vaccine verification

All information disclosed to Evergreen during the vaccination verification process will be stored in the employee's confidential medical file only and/or other legally required file. This information will only be accessed by the employer on a need-to-know basis.

4. Vaccine access

Employees obtaining the vaccination are eligible to use up to two (2) hours of paid "COVID-19 Vaccination Leave" to travel and receive each does of the vaccine in accordance with the COVID-19 Vaccination Leave MOU (attached).

5. Workplace safety

- a. In accordance with current mandates, DOH, L&I, and CDC as well as federal, state and/or local guidelines:
 - i. employee and visitor masking will be required as outlined by the above referenced guidelines and Evergreen's COVID-19 Face Covering Policy (attached)
 - 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 College's time and expense.

6. Paid leave

- a. When required by Evergreen and 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 their accrued leave during the isolation period will be credited back to the employee's leave bank at their request.
- b. If an employees is required to isolate or quarantine and the supervisor is unable to accommodate them with an alternative work assignment or telework, they may use paid leave or leave without pay.
- c. After October 19, 2021 and no later than December 31, 2021, employee's leave accounts will be credited one (1) additional personal leave day and under the provisions of Article 16.3 B through Article 16.3 E. This personal leave day must be taken by June 30, 2022.

7. Workplace conditions

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

8. Conditions of Employment

- a. If an employee is not fully vaccinated by October 18, 2021 and has officially submitted retirement paperwork to DRS or TIAA, the employee may use their accrued 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 24, 2021, and interacts with Human Resource Services and their supervisor(s) and cooperates with the process, and the exemption 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 vacation leave, compensatory time, and/or leave without pay after October 18, 2021. If the exemption request is denied or an accommodation is not available, the employee may use a combination of vacation leave, compensatory time, and/or leave without pay for up to forty-five (45) calendar days immediately after October 18, 2021, to become fully vaccinated. Failure to provide proof of beginning 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 forty-five (45) calendar day period will result in non-disciplinary separation.

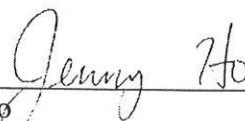
- c. If an employee receives the first dose of the vaccination late and fails to become fully vaccinated by October 18, 2021, the employee may use leave without pay for up to thirty (30) calendar days to become fully vaccinated and retains the right to return to their previous position or a vacant position in the same job class provided the employee has become fully vaccinated within thirty (30) calendar days after October 18, 2021, and Evergreen 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 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 provisions in this MOU will be expedited.

The provisions of the memorandum of understanding will not be duplicative of benefits under state or federal law. The Parties understand and agree that Evergreen and its employees will comply with any new state or federal regulations and/or interpretations in effect during the term of this agreement.

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

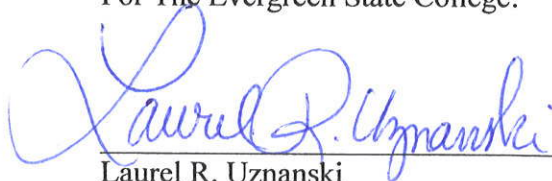
For the WFSE:

For The Evergreen State College:



Jenny Ho
WFSE Director of Advocacy

9/28/21
Date



Laurel R. Uznanski
AVP for Human Resource Services

9/28/2021
Date

Attachment: Vaccination Requirement Policy
COVID-19 Face Covering Policy
COVID-19 Vaccination Leave MOU