

1 **Memorandum of Agreement**

2 The following Memorandum of Agreement (MOA) is entered into by and between Western Washington  
3 University (Western) and the Washington Federation of State Employees (WFSE).

4 On August 20, 2021, Governor Jay Inslee amended proclamations 20-05 and 20-14 and issued proclamation [21-  
5 14.1 COVID-19 Vaccination Requirement](#) and is applicable to Western Washington University.

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7 WFSE and Western agree to the following:

- 8 1. Beginning September 27, 2021, Western and WFSE will follow [POL-U1300.02 Requiring Proof of COVID  
9 Vaccination Status](#), which requires documentation of COVID-19 vaccination status or an exemption based on  
10 medical or religious reasons.  
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- 12 2. As of October 18, 2021, employees who are not in compliance with the policy will be subject to the  
13 following:  
14 2.1. Employees who have received the first dose of a vaccine, but who have failed to become fully  
15 vaccinated by October 18, 2021, may use appropriate paid leave or leave without pay for up to thirty  
16 (30) calendar days to become fully vaccinated.  
17 2.2. Employees who have initiated their exemption request before September 27, 2021 and who engage in  
18 the interactive process in a good-faith manner, and whose exemption is still being reviewed after  
19 October 18, 2021, may use appropriate paid leave or leave without pay until the exemption decision is  
20 provided. If the exemption request is denied or an accommodation is not available, the employee may  
21 use appropriate paid leave or leave without pay for up to forty-five (45) days to become fully  
22 vaccinated. Employees must provide proof of beginning the process of becoming fully vaccinated  
23 within ten (10) calendar days of denial.  
24 2.3. Employees who have not provided proof of vaccination and have not initiated an exemption request by  
25 October 18, 2021 will be subject to non-disciplinary separation. Employees subject to section 2.1 or 2.2  
26 above who fail to meet the stated timelines will be subject to non-disciplinary separation.  
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- 28 3. Employees who receive a COVID-19 vaccination, are scheduled to work onsite, experience adverse side  
29 effects impacting their ability to work onsite, and are able to work remotely, will work with their supervisor  
30 on a remote work plan for the hours needed, not to exceed eight (8) hours in total. This provision is  
31 applicable when the employee receives an initial COVID-19 vaccination shot or shot series only.  
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- 33 4. COVID-19 vaccination and exemption records will be maintained by HR and treated as confidential.  
34 Supervisors will be informed of employees with an exemption to ensure those employees are supported in  
35 complying with Western's safety requirements.  
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- 37 5. Employees with an exemption must comply with all of the following safety requirements:  
38 5.1. Complete Western's COVID-19 vaccination education online course  
39 5.2. Submit to a weekly COVID-19 test  
40 5.2.1. Testing costs will be covered by Western.  
41 5.2.2. Time spent testing and travelling to and from the testing site will be considered work time.  
42 5.3. Wear a mask as required by Western  
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1 5.5. Physically distance from others in accordance with local health department and university guidelines

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3 Employees failing to comply with the above safety requirements may be subject to progressive discipline.

4 6. COVID Leave

5 6.1. As of October 1, 2021, Western will provide forty (40) hours of COVID leave to permanent and  
6 probationary employees. Part-time employees will be entitled to a pro-rated number of COVID leave  
7 hours based on their appointment percentage.

8 6.2. COVID leave may be used for the following reasons:

9 6.2.1. An employee's own COVID-related illness

10 6.2.2. An employee's experience of COVID-type symptoms

11 6.2.3. An employee's recovery from adverse side effects of COVID vaccination, including booster shots

12 6.2.4. An employee's COVID-related isolation/quarantine period

13 6.2.5. Care for a family member requiring care for the reasons identified in subsections 1-4 above

14 6.2.6. To accompany a family member to obtain a vaccination shot

15 6.2.7. To provide COVID-related child or elder care

16 6.2.8. In the event of an outbreak as defined in POL – U1300.02 Requiring Proof of COVID Vaccination  
17 Status, if an employee is prohibited from on-site work and is not approved to work remotely.

18 6.3. COVID Leave is not eligible for donation to other employees through any shared leave program.

19 6.4. This provision expires when the State of Emergency declared as a result of the COVID-19 outbreak in  
20 Governor Inslee's Proclamation 20-05 has ended.

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22 7. WWU COVID Leave Donation Program

23 7.1. By October 1, 2021, Western will create a leave donation program allowing employees to donate leave  
24 to employees in need of COVID leave support.

25 7.2. Employees may use leave from the WWU COVID Leave Donation Program for the same purposes as  
26 identified in 6.2.1 through 6.2.7 above under COVID Leave.

27 7.3. Employees receiving leave under this program must follow general leave use provisions under the  
28 collective bargaining agreement, however employees may maintain up to 80 hours of sick and 80 hours  
29 of vacation leave in reserve and be eligible for leave under this program.

30 7.4. Western will determine the amount of donated leave an employee may receive.

31 7.5. Employees may donate vacation leave, sick leave, or personal holiday to another employee meeting the  
32 qualifications identified in 7.2 above, following the same requirements as outlined in Article 14, Shared  
33 Leave.

34 7.6. This provision expires when the State of Emergency declared as a result of the COVID-19 outbreak in  
35 Governor Inslee's Proclamation 20-05 has ended.

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37 8. COVID Voluntary Testing Program Transportation

38 8.1. As of October 1, 2021, Western will provide transportation to the voluntary testing site as necessary.  
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40 Due to the changing nature of the COVID-19 pandemic, either party may reopen this agreement under any of  
41 the following circumstances:

- 42 • A change to the emergency-use authorization status of COVID-19 vaccinations,
- 43 • Medical approval of COVID-19 antibody (serology) testing that confirms immunity or protection from  
44 COVID-19 similar to that obtained through a vaccination,
- 45 • A requirement to obtain booster shots to maintain fully vaccinated status, or

- 1       • A material change to COVID-19 safety guidance from local, state, or federal agencies.

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3 **For the Union:**

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Jenny Ho

10/1/2021

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Jenny Ho, Director of Advocacy  
Washington Federation of State Employees

Date

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10 **For the Employer:**

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Chyerl Wolfe-Lee

10/1/2021

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Chyerl Wolfe-Lee, Assistant Vice President for HR  
Western Washington University

Date

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