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LETTER OF AGREEMENT

THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, CWU CHAPTER AND CENTRAL WASHINGTON UNIVERSITY PURSUANT TO ARTICLE 49, SECTION 1 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

1. The parties agree to the following for employees in compliance with the COVID-19 Vaccination Policy (CWUP 2-40-143):
 - A. Fully Vaccinated employees will provide verification of vaccination, the employer will record acknowledgement of vaccination in a file separate from employees' personnel file. Vaccine cards will not be photocopied, and no other medical information will be collected.
 - B. Per CWUP 2-40-143, A person is fully vaccinated against COVID-19 two weeks after they have received the second dose in a two-dose series of a COVID-19 vaccine (Pfizer-BioNTech or Moderna) or a single dose COVID-19 vaccine (Johnson & Johnson (J&J)) authorized for emergency use, licensed, or otherwise approved by the FDA.
 - C. Employees who qualify for a medical or religious accommodation will provide documentation to the employer which will be recorded in a file separate from their personnel file.
 - D. Employees who receive a medical or religious accommodation will adhere to the provisions of the workplace accommodation plan that is agreed to by the employee and employer. Employees who are unable to come onto campus during a workplace outbreak event, as defined by the Kittitas County Department of Public Health in conjunction with Central Washington University (CWU), and are unable to work from home based on the accommodation plan on file, will be allowed to use paid time off as allowed for in the PSE Collective Bargaining Agreement (CBA) or leave without pay. Employees will not face termination as a result of their absence during the outbreak event time period.
2. In the event members are not in compliance with the COVID-19 Vaccination Policy (CWUP 2-40-143), the parties agree to the following:
 - A. Unvaccinated employees will have until October 18, 2021, to be fully vaccinated. (Information will be recorded in a file separate from their personnel file.)
 - B. Employees who choose separation due to the vaccine condition of employment will receive a neutral reference (dates of employment) and should they choose can file for unemployment. CWU will not contest such filing and will provide the Employment Security Department (ESD) with the reason for separation. Conditions of unemployment are determined by ESD and not CWU.
 - C. If an employee has started the vaccination process prior to October 18, 2021 but is not considered fully vaccinated by that date, the employee will be allowed to use paid time off as allowed for in the PSE Collective Bargaining Agreement (CBA) or leave without pay for up to forty-five (45) calendar days to become fully vaccinated by December 2, 2021. Employees must provide proof of initiating their vaccination process by October 18, 2021. Failure to provide proof of full vaccination by December 2, 2021, may result in non-



1 disciplinary separation as determined by the employer. Employees may return to work as
2 soon as they have provided proof of being fully vaccinated as defined in 1.B.

3
4 D. Employees awaiting approval or denial of an accommodation request submitted by October
5 18, 2021 will be allowed to use paid time off as allowed for in the PSE CBA or leave
6 without pay while awaiting the accommodation decision. Employees denied an
7 accommodation and who choose to become vaccinated will provide proof of beginning the
8 vaccination process within ten (10) calendar days of denial of the accommodation. From
9 date of denial the employee will be allowed to use paid time off as allowed for in the PSE
10 CBA or leave without pay for up to forty-five (45) calendar days to become fully
11 vaccinated. Failure to provide proof of full vaccination may result in non-disciplinary
12 separation as determined by the employer. Employees may return to work as soon as they
13 have provided proof of being fully vaccinated, as defined in 1.B.

14
15 E. If an employee has not initiated an accommodation request, fails to provide proof of
16 vaccination, and/or does not begin the vaccination process as defined by section 2.C. above
17 by October 18, 2021, the employee will be subject to non-disciplinary separation.
18 Employees who are subject to non-disciplinary separation shall be eligible to apply for
19 future CWU employment upon becoming fully vaccinated.

20
21 F. Employees who choose not to be vaccinated will be placed on a re-employment list for up
22 to six months. The re-employment list will be active through April 17, 2022. During this
23 time, should the employee choose to be vaccinated, they may apply to comparable, open
24 PSE represented positions. Comparable positions will be defined by CWU Procedure 3-40-
25 060 Layoff. By applying to PSE open, comparable positions, the applicant pool will be
26 limited to internal CWU employees, PSE employees on applicable layoff lists, and
27 employees on the re-employment list who have applied. Employees on the re-employment
28 list will not accrue seniority, however their seniority will not be lost while on the re-
29 employment list.

30
31 3. COVID-19 vaccines will continue to be a condition of employment and will be required as long as
32 the mandate exists, as defined by the Governor's Office and/or CWU. Due to the changing nature
33 of the COVID-19 pandemic, either party may reopen this agreement in the event of any changes to
34 CWU's COVID-19 Vaccination Policy (CWUP 2-40-143).

35
36 This Letter of Agreement will be effective upon signatures, shall remain in effect through December
37 31, 2021 and shall be attached to the current Collective Bargaining Agreement.

38
39 PUBLIC SCHOOL EMPLOYEES OF
40 WASHINGTON/SEIU LOCAL 1948

41
42 CWU CHAPTER

43
44 BY: 
45 Mark Young, Chapter President

46
47 DATE: 9-27-2021

48
CENTRAL WASHINGTON UNIVERSITY #411

BY: 
JoAnn Hundtoft, Employee Relations Director

DATE: 9-24-2021

