

**Memorandum of Understanding A**  
to the Agreement by and between  
Lake Washington Institute of Technology  
District No. 26  
and the  
Lake Washington Federation of Teachers  
Local 3533  
*Effective September 20, 2021*

The following is agreed to by the Lake Washington Institute of Technology and the Federation of Teachers for the 2021-2022 academic school year in order to provide the safest work and learning environment for employees and students during the COVID 19 pandemic.

**1. Public Health and Safety Requirements**

The College will follow public health and safety requirements and guidelines including those established by the CDC, Department of Health (DOH) and Labor and Industry (L&I) COVID 19 Requirements for the 2021-2022 Academic Year.

**2. Personal Protective Equipment**

The College will provide PPE per CDC guidelines. A face shield is available upon request. The College will provide all other PPE required by DOH, L&I and/or OSHA for the employee's job responsibilities, working conditions and circumstances. Staff may request additional PPE (goggles, non-surgical N95 masks, Plexiglass, or other appropriate barrier, etc.) through their Dean of Instruction based on their assignment. The college will continue to enforce masking wearing in all college facilities in accordance with the August 23, 2021 indoor mask mandate.

**4. Accessing Vaccinations**

In recognition of the new requirements and conditions of employment that all employees receive the COVID-19 vaccination the parties agree to the following:

The College will release employees for a half workday with pay who have scheduled vaccination appointments during their normal working hours. Employees must notify their supervisor as soon as reasonably possible. The release time will be granted with permission of the supervisor and pending coverage of employee's duties.

Employees that become ill after receiving the COVID-19 vaccine, including the booster vaccination, will have up to two days of paid administrative leave and will not have to utilize sick time. These days must be used up to three days following the vaccination appointment. Documentation may be required.

**5. Vaccination Verification Process**

An executive order in the state of Washington requires employees to have a COVID vaccine as a condition of employment with the College. Human Resources will accept verifications. The College will set a secure place to store the personal vaccination health information of employees

and not share the information with any outside entities. The College will accept the following forms of verification noted on the Human Resources Memo dated September 1, 2021.

#### Proof of vaccination

- a. CDC COVID-19 Vaccination Card or photo of the card; or
- b. Documentation of vaccination from a health care provider or electronic health card; or
- c. State immunization information record; or
- d. Employees vaccinated outside the U.S. may show a reasonable equivalent of these documents

### **6. Vaccination Exemption Process**

**Medical Exemption.** If approved, medical exemptions will be treated through the College established medical accommodation process and the College will determine whether an effective reasonable accommodation exists to allow the employee to perform the essential functions of their job.

**Religious Exemptions.** An employee who has a sincerely held religious belief that prevents them from being vaccinated against COVID-19 must request an exemption by submitting the Religious Exemption form to Human Resources. The employee must provide all information reasonably needed to evaluate the request. The employer will follow the AG guidance to evaluate the request. If approved, religious exemptions will be treated through the College established religious accommodation process and the College will determine whether an effective reasonable accommodation exists to allow the employee to perform the essential functions of their job.

**Documentation of requests.** Approvals or denials of the exemption and/or accommodations will be issued in writing and cannot be appealed. The information will be kept in a secure and confidential location.

### **7. Approval to Work Remotely**

Teaching and working remotely will be considered as a possible accommodation for a non-vaccinated faculty member with a qualifying exemption. The accommodation must be sustainable for the college and the instructional program. The college retains right of course and work assignment. Factors to be weighed in determining the college's ability to support a faculty member working remotely:

- Is there capacity in the program for online classes that meets student demand?
- Is the faculty member the most experienced in teaching online in the program as determined by the Dean of Instruction?
- If those answers are yes, and there is limited capacity to support online teaching, the selection of online instructors is based on seniority.
- Vaccinated faculty get first right of refusal to teach online if they have extensive online teaching experience.

The college reserves the right to rescind the accommodation should working conditions and/or program demand change, including an increase in on-campus classes and college activities that

require on-campus participation. The accommodation will be reviewed every quarter. Should the accommodation be rescinded due to changing college decisions, if the faculty member gets vaccinated, the faculty member would retain reversion rights to their original or a similar teaching assignment on campus.

## **8. Labor and Industry claims**

No Member will be denied their right to Labor and Industry claims by Lake Washington Institute of Technology for vaccination issues.

## **9. Employees Without Proof of Vaccination**

If an employee is not fully vaccinated by October 18, 2021, they will be placed on Leave Without Pay until the start of Winter Quarter. A status change ending the Fall quarter contract will be submitted to Payroll by October 18, 2021. Benefits coverage will end effective November 1, 2021. However, they may choose COBRA to self-pay for benefits through the Health Care Authority. Once proof of full vaccination status is provided to the College by December 10, 2021 the faculty member will be eligible to teach Winter Quarter. Adjunct and annual renewable faculty who fail to meet the December 10<sup>th</sup> deadline will be subject to non-disciplinary termination.

If the vaccine mandate is lifted or the employee has proof of vaccination, they will have access to recall per Article 31.5 of the CBA if positions are available. The layoff pool for purposes of this MOU will expire August 1, 2023.

Restoration of Seniority and Benefits. Upon returning to work for the Employer under this provision, a separated employee shall have all previously accrued benefits in place at the time of separation and seniority restored. A separated employee shall not accrue benefits or seniority while on layoff.

Tenured and Tenure Track faculty: For faculty that choose not to get vaccinated and do not qualify for exemptions and/or accommodations, the College will follow the following RCWs 28B.50.861, 28B.50.863 and 28B.50.864. Including, but not limited to, dismissal review by a review committee and provide for an appeal process.

## **10. Workload Increases**

No employee will be required to cover for faculty on leave. If an existing faculty member agrees to cover for an employee on leave, they will be compensated per the CBA. The unions and the college will meet following the October 18<sup>th</sup> deadline to review where workload increases have occurred due to employees not meeting the vaccine mandate timeline.

## **11. Vaccine Incentive**

After October 19, 2021 and no later than December 31, 2021, eligible employees' leave accounts will be credited one (1) personal leave day. This personal leave day must be taken within the 2022 calendar year.

## 12. Retirement-Eligible Faculty

If an employee is not fully vaccinated by October 18, 2021 and they are qualified to retire based on state requirements, and they have officially submitted retirement paperwork to LWTech by October 18, 2021, with the intent to retire by the end of December 31, 2021, the employee may use accrued leave or leave without pay until their retirement date.


The parties will continue to monitor the situation and the impact of COVID and reconvene as necessary to discuss. The parties will use the guidance and directives from local authorities including state government officials, the Department of Health, and the State Board of Community and Technical Colleges. Subject to changes in working conditions related to the reopening of the College, the Union reserves the right to impact bargain.


Lake Washington Federation of Teachers,  
Local 3533

Lake Washington Institute of Technology  
District No. 26

Dated: 09/20/2021

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By:   
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SignNow e-signature ID: c249481aec...  
Greg Ben, Vice President

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Dr. Amy Morrison, President