

1 MEMORANDUM OF UNDERSTANDING  
2 BETWEEN  
3 THE STATE OF WASHINGTON  
4 AND  
5 THE WASHINGTON FEDERATION OF STATE EMPLOYEES

6 **WFSE-GG – The Department of Natural Resources**  
7 **COVID-19 Vaccination Requirement**  
8 **(effective through June 30, 2022)**

9 Consistent with the Governor’s proclamation 21-14.3, and as directed by the  
10 Commissioner of Public Lands, including definitions, all employees are now required to  
11 be fully vaccinated or be covered by an exemption with an approved accommodation.

12 By the previous vaccination requirement memorandum of understanding (MOU), dated  
13 September 22, 2021 and effective through December 31, 2021, all employees were required  
14 to take the necessary steps to be fully vaccinated by October 18, 2021 or be approved for  
15 a medical or religious accommodation, unless otherwise authorized under the MOU.

16 The definition of fully vaccinated may include FDA-approved booster shots. The parties  
17 agree to meet within thirty (30) calendar days of any announcement that booster shots  
18 will become a requirement for continued employment and bargain the impacts in good  
19 faith to achieve the health and safety goal.

20 The parties agree to the following:

21 **1. Vaccination Verification**

22 Information disclosed to the Employer during the vaccination verification process  
23 will only be accessed or shared by the Employer on a need-to-know basis.

24 **2. Workplace Safety**

- 25 a. In accordance with current mandates, Agency policy, DOH, L&I, and  
26 CDC as well as federal, state and/or local guidelines:
- 27 i. Employee and visitor masking will be required as outlined by the  
28 above referenced guidelines.
- 29 ii. Symptom screenings will continue in accordance with the above  
30 referenced guidelines.
- 31 b. If the Employer requires an employee to get a COVID-19 test, it shall  
32 be done on the Employer’s time and expense. This does not include the  
33 confirmation of negative tests to return to work under quarantine or  
34 isolation guidelines. Home-test kits are not eligible for reimbursement.

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### **3. Leave for Isolation or Quarantine**

- a. When an employee tests positive using a rapid test at an employer-conducted 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.
- 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 if they are required to isolate or quarantine and the Employer is unable to provide an alternative work assignment.

### **4. Emergency Contracting**

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

### **5. Conditions of Employment and Leave**

- a. The Employer will notify an employee when a previously approved temporary accommodation under the vaccine mandate is no longer feasible.
  - i. If the employee provides written notice that they wish to pursue a reassignment, the Employer may move forward with identifying alternative vacant funded positions.
  - ii. If the employee does not provide a written request for reassignment within the timeframe set by the Employer, 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.
  - iii. If the employee does not provide proof of beginning the vaccination regimen within ten (10) calendar days, the employee will be subject to non-disciplinary separation.
  - iv. 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), the Employer will allow the use of either:
    - (1.) accrued vacation leave, personal leave day, personal holiday, compensatory time or exchange time, leave without pay, or a combination of these; or
    - (2.) telework as a temporary accommodation if it meets the agency's business needs.

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- b. An employee who fails to provide proof of becoming fully vaccinated within the specified time period will be subject to non-disciplinary separation.
- c. Timeline extensions under this MOU will not extend non-permanent, project or seasonal appointment end dates.

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6. If a provision in this MOU conflicts with the CBA, the provision of this MOU will supersede the CBA.

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The provisions contained in this MOU shall take effect upon the date of signature, whichever date is later, and shall expire on June 30, 2022.

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For the State/Employer:



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Valerie Inforzato  
Labor Negotiator

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Date: 3/24/2022

For the Union:



Ariane Takano  
Labor Advocate

Date: 3/23/22