

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF WASHINGTON
AND
THE WASHINGTON FEDERATION OF STATE EMPLOYEES

The Department of Natural Resources – COVID-19 Vaccination Requirement

COVID-19 continues as an ongoing and present threat in Washington State. The measures we have 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, and consistent with the Governor's proclamation 21-14.1, all employees of the Department of Natural Resources are now required to become fully vaccinated or have an approved accommodation, as provided in this Memorandum of Understanding (MOU).

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 MOU. Wildland firefighters and members of incident management teams who are deployed to fires and, due to fire activity, are unable to be fully vaccinated by October 18 will be granted a two week extension to November 1, 2021.

The definition of fully vaccinated may include FDA-approved booster shots. The parties agree to meet within thirty (30) calendar 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. Conditions of Employment and Leave

- a. If the provisions in the following Subsection 1b or 1c do not apply or are not met, and an employee fails to provide proof of being fully vaccinated by October 18, 2021, the employee will be subject to non-disciplinary separation with the last day of employment on October 18, 2021.

b. If an employee has submitted an exemption request by September 27, 2021, and cooperates with the process, the following will apply:

i. If an employee's accommodation request, at the exemption step, is still being reviewed on October 18, 2021, the employee will suffer no loss in pay until the exemption decision is provided.

ii. If an employee's exemption request has been approved but an accommodation has not been identified by October 18, 2021, the employee must use applicable vacation leave, personal leave day, personal holiday, leave without pay, or a combination of these, after October 18, 2021, until an accommodation determination is made.

iii. If an employee's exemption request is denied or an accommodation is not available, the employee will have fifty-five (55) calendar days to become fully vaccinated.

(1.) The employee must provide proof of receiving their first dose within ten (10) calendar days of the determination notification. Failure to provide this proof will result in non-disciplinary separation.

(2.) The employee must use applicable vacation leave, personal leave day, personal holiday, leave without pay, or a combination of these, during the fifty-five (55) calendar days.

(3.) The employee must provide proof of being fully vaccinated within the fifty-five (55) calendar days. Failure to provide proof of being fully vaccinated within the fifty-five (55) calendar day period will result in non-disciplinary separation.

c. If an employee has received their first dose by October 18, 2021, but will not be fully vaccinated by October 18, 2021, the employee will have up to forty-five (45) calendar days, from the date they received their first dose, to become fully vaccinated.

i. Prior to October 18, 2021, the employee must provide proof of receiving their first dose. Failure to provide this proof will result in non-disciplinary separation with the last day of employment on October 18, 2021.

ii. After October 18, 2021, the employee must use applicable vacation leave, personal leave day, personal holiday, leave without pay, or a combination of these, until they become fully vaccinated.

- iii. The employee must provide proof of being fully vaccinated within the forty-five (45) calendar days. Failure to provide proof of being fully vaccinated within the forty-five (45) calendar day period will result in non-disciplinary separation.
- d. Timeline extensions under Subsections 1b and 1c will not extend non-permanent, project or seasonal appointment end dates.
- e. Employees who are subject to non-disciplinary separation shall be eligible to apply for state employment upon becoming fully vaccinated.
- f. Separation Process:
 - i. A pre-separation notice for non-vaccination status will be sent to impacted employees by October 1, 2021, via U.S. Mail and work e-mail, if a work e-mail address is available. The notice will include the reason for the intended separation and an opportunity to respond to the pre-separation notice, either at a virtual meeting scheduled by the Employer or in writing if the employee prefers; and that the employee is entitled to Union representation at a pre-separation meeting.
 - ii. The Employer will provide to the Union a list of these employees by October 15, 2021.
 - iii. If the foregoing provisions in Subsection 1b or 1c do not apply or are not met, and an employee fails to provide proof of being fully vaccinated, notice of non-disciplinary separation will be sent to the employee.
 - iv. This process is not precedent-setting.

2. Medical or Religious Exemptions and Accommodation Process

- a. Employees will inform their supervisor or HR representative, either verbally or in writing, to request a medical or religious exemption and accommodation.
 - i. Accommodation request forms will be posted to the agency's SharePoint site and will be provided to employees upon request.
 - ii. When an employee requests a form, the Employer will provide the form within three (3) business days of the request.
 - iii. Employees are strongly encouraged to submit completed necessary materials no later than September 27, 2021 to better ensure their

requests are processed timely. However, to the extent that requests are received after that date, the Employer will continue processing requests received through October 18, 2021.

- b. Based on the information submitted, the Employer will determine whether a medical or religious exemption is approved.
 - i. The employee will be notified in writing of the exemption determination.
 - ii. If the Employer requires a second medical opinion in the exemption process, the Employer will cover all associated costs. The medical appointment, including travel time, will be considered work time.
 - iii. If the employee's request for an exemption is approved, their request will proceed to the accommodation process.
- c. If an employee's request for a medical or religious exemption is approved, the Employer will determine whether an accommodation can be provided, the form of the accommodation, and the duration of the accommodation.
 - i. The Employer will conduct a diligent review and search for possible accommodations within the agency. The Employer will attempt to accommodate the employee in their current position prior to looking at accommodations in alternative vacant positions. The Employer will consider telework in its determination.
 - ii. An employee requesting accommodation must cooperate with the Employer in the interactive process and discuss the need for and possible form of any accommodation.
 - iii. The employee will be notified in writing of the accommodation determination.
 - iv. If an accommodation is not available, the employee will be provided information on how to request a reassignment.
 - v. If the employee declines the accommodation offered by the Employer, the employee will be subject to non-disciplinary separation, except as provided under Subsections 1b and 1c.
- d. Consistent with current practice, all information disclosed to the Employer during the accommodation process will be kept confidential. This information will only be accessed or shared by the Employer on a need-to-know basis.

- e. Upon request, an employee will be provided a copy of the information they submitted for their accommodation request.
- f. An employee separated due to disability will be placed in the General Government Transition Pool Program if they submit a written request to the agency's HR Office in accordance with WAC 357-46-090 through -105. Following a disability separation, individuals may request reemployment in accordance with the requirements of WAC 357-19-475.

3. Vaccination Verification

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

4. Vaccine Access and Education

- a. Vaccination education may be provided on work time where operationally possible by and with established affinity groups or other venues where possible and as soon as possible.
- b. Employees who have difficulty accessing vaccinations, due to their remote location or other circumstance, will inform their supervisor or HR representative as soon as possible. The Employer will assist in identifying vaccination sites upon request.
- c. Time spent traveling to the vaccination site and time spent receiving the vaccine are considered hours worked, not to exceed one (1) day per vaccination dose, except in extraordinary circumstances, such as when the vaccination is not available locally, and subject to supervisor approval. The Employer may require that the time be supported by documentation.
- d. OFM will provide employee vaccination rate data to the Union no later than two weeks following the Union's ratification of this MOU and will provide updated reports as they are generated, bi-weekly at a minimum. This data will be provided in Excel format and will be broken down by agency as applicable and further broken down by institution as applicable. The Union and the Employer will use this data to partner in targeting locations for vaccination education and vaccination access.

5. Workplace Safety

- a. The Employer will develop protocols regarding masking and screening requirements using DOH, L&I, and CDC guidance as well as state mandates.

b. If the Employer requires an employee to get a COVID-19 test, it shall be done on the Employer's time and expense.

c. If an employee is required to isolate or self-quarantine, and there is no telework option available, and the employee's accrued sick leave is at risk of falling under forty (40) hours, they may request shared leave.

6. Personal Leave Day

After October 19, 2021, and no later than December 31, 2021, employees' leave accounts will be credited one (1) additional personal leave day. This personal leave day has no cash value and must be taken by December 31, 2022.

7. Agency Plan and Emergency Contracting

Any formalized agency plan developed by the Employer regarding staffing impacts due to vacancies created by the vaccination directive will be provided to the Union as soon as administratively feasible. The Union may request to meet to discuss questions regarding the provided formalized agency plan.

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

8. Retirement

If an employee is not fully vaccinated by October 18, 2021 and has provided verification from the Department of Retirement Systems (DRS) that they have submitted retirement paperwork, the employee may use 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.


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


The provisions contained in this MOU shall take effect upon Union ratification of a Tentative Agreement.

For the State/Employer:


Valerie Inforzato
Labor Negotiator

Date: 9/22/2021

For the Union:


Ariane Takano
Labor Advocate

Date: 9/22/21