MEMORANDUM OF UNDERSTANDING

BETWEEN

THE STATE OF WASHINGTON

AND

WASHINGTON FEDERATION OF STATE EMPLOYEES

Closure of Naselle Youth Camp – DCYF/Juvenile Rehabilitation

The parties to this Memorandum of Understanding (MOU): the Washington Federation of State Employees (WFSE), the Union; the State of Washington, Office of Financial Management, Labor Relations Section (OFM/LRS), the Employer and the Washington State Department of Children, Youth and Families agree to the following terms to resolve the impacts associated with Closure of Naselle Youth Camp:

1. All Naselle employees in the WFSE bargaining unit who make a domiciliary move thirty (30) miles or more away from Naselle to accept another appointment with DCYF prior to June 30, 2023, will receive a six thousand ($6,000.00) dollar lump sum relocation compensation consistent with Article 42.25 of the parties collective bargaining agreement. The relocation lump sum payment is per household move.

   (a) Naselle employees include: all permanent Naselle employees at risk for layoff, those who accept an appointment as a result of layoff and those on-call and nonpermanent employees who are appointed to another DCYF position as a result of the closure of the Naselle Youth Camp facility.

   (b) Naselle employees who separate from DCYF are not eligible to receive the relocation compensation lump sum above. Naselle employees who have a break in service and are later rehired are not eligible to receive the relocation compensation lump sum above.

   (c) If the employee receiving the relocation payment terminates or causes termination of their employment with DCYF within one (1) year of the date of their new appointment, the state will be entitled to reimbursement of the relocation compensation lump sum which was paid and may withhold such sum as necessary from any amounts due the employee. Extenuating circumstances will be considered if an employee requests an exemption to the repayment of the relocation compensation. Termination as a result of layoff or disability separation will not require the employee to repay the relocation compensation.

2. Naselle employees who currently have campus housing may remain in Naselle housing at their current rent until October 31, 2022 if they continue employment with DCYF after September 15, 2022. If a Naselle employee is not employed with DCYF on September 16, 2022, they may remain in housing until the expiration of their monthly lease agreement on September 30, 2022.
3. The agency agrees to exercise its discretion to participate in the Voluntary Separation & Retirement Incentive Program, if approved by OFM and in accordance with Article 42.32 of the parties collective bargaining agreement. Participation is governed by the DCYF 2021-2023 Voluntary Separation & Retirement Incentive Plan which is attached and incorporated into this agreement. This agreement does not constitute a contractual right to an incentive offered through the 2021-2023 Voluntary Separation & Retirement Incentive Plan.

4. A one-time lump sum of one thousand dollars ($1,000) dollars to all employees at-risk for layoff who accept an appointment within Juvenile Rehabilitation and commute from Naselle more than 30 miles to their new appointment. They must be in the appointment on October 31, 2022 or before and have no break in service. To receive this lump sum amount employees must submit a form to JR payroll by November 30, 2022.

5. The agreements herein do not constitute a practice nor are they precedent setting.

This MOU will expire on June 30, 2023.

For the Employer

[Signature]
Gina L. Comeau,
OFM/SHR Labor Negotiator

For the Union

[Signature]
Ron Heley,
WFSE Labor Advocate