

## Memorandum of Understanding

By and Between

Thurston County (County)

and AFSCME/WSCCCE Council 2

Local 618-CO (Courthouse), 618-DC (District Court), and Local 618-T (Tilley)

### RE: COVID-19 Impacts - Maximum Vacation Leave Accrual

Due to the emergency conditions created by the COVID-19 pandemic, a temporary suspension of vacation and alternative leave usage was established. This caused some bargaining unit employees to exceed maximum accruals, resulting in a loss of leave accruals through no fault of their own. To minimize the impact on employees and payroll staff who would otherwise have to address these situations under the "3 month" rule in Articles 11.3 and 12.2 of the parties' collective bargaining agreements, the parties agree to implement the following:

1. Articles 11.2 and 12.4 of the 2020-2022 Collective Bargaining Agreements are modified as follows (changes are underlined/struck through):

#### **11.2 ALTERNATIVE ACCRUAL**

*Regular employees may accrue a maximum of one thousand ~~four hundred eighty five hundred and five~~ (4,480 1,505) hours of alternative leave. During the calendar year, WPSL hours may accrue without regard to the 1,480 hour maximum for alternative leave hours. On January 1 of each year, a maximum of forty (40) WPSL hours can be carried forward. Any WPSL in excess of forty (40) will be transferred into the employee's alternative leave bank, up to the 1,480 hour maximum.*

#### **12.4 VACATION UPON TERMINATION**

*Regular employees may accrue up to a maximum of ~~four hundred (400)~~ four hundred and twenty-five (425) hours of vacation. Upon an employee's retirement or separation from County employment, accrued vacation shall be paid up to a maximum of two hundred eighty (280) hours. If a current regular employee dies, the entire balance of accrued vacation shall be paid to the appropriate beneficiary, but not to exceed four hundred (400) hours.*

2. This modification will be effective **March 16, 2020**. Adjustments to pay periods processed prior to the date this Memorandum is implemented will be made on a retroactive basis.
3. This agreement shall remain in place until December 31, 2020. As of **January 1, 2021**, any employee with a vacation leave accrual in excess of 400 hours or

alternative leave of 1,480 hours will lose the excess accrual, absent mutual agreement to extend this Memorandum.

By their signatures below, the parties acknowledge their understanding of this agreement:

Signed Via Email  
Mary Kincy, Local 618-CO, Chapter Chair

4-27-20  
Date

Signed Via Email  
Kris Asche, Local 618-T, Chapter Chair

4-27-20  
Date

Signed Via Email  
Theresa Garza, Local 618-DC, Chapter Chair

4-28-20  
Date

Signed Via Email  
Pat Miller, AFSCME/WSCCCE Representative

4-28-20  
Date

Maria Aponte  
Maria Aponte, Director, Human Resources

4-28-2020  
Date

Debbie Brook  
Debbie Brookman, Labor Relations Negotiator

4/28/2020  
Date