

MEMORANDUM OF UNDERSTANDING
By and Between

Thurston County (County),

AFSCME/WSCCCE Local 618-CO (Courthouse),

AFSCME/WSCCCE Local 618-DC (District Court)

And

AFSCME/WSCCCE Local 618-T (Tilley)

RE: Use of Leave-Without-Pay (LWOP) for COVID-19 Required Absences, Including Impacts to Continuing Health Care Coverage

Due to the COVID-19 pandemic, employees required to be absent due to isolation, quarantine, and childcare requirements need to have flexible options to the extent reasonably possible.

While the use of leave-without-pay (LWOP) is an option once other leave benefits are exhausted, the parties' current collect bargaining agreements limit the use of LWOP in Article 14.1. In addition, the use of LWOP does not guarantee continued payment of the employer's portion of health care for absences not protected by the FMLA, WAPFML, LNI, etc.

To address these concerns, the parties have reached the following agreement on the use of leave-without-pay for COVID-19 related absences:

Agreement

1. Appointing authorities may waive the provisions in Article 14.1, requiring the use of paid leave accruals before the use of LWOP, if all the following criteria are met:
 - a) The absence is due to a COVID-19 related issue such as required isolation, quarantine, or childcare, and meets the requirements for Emergency Paid Sick Leave (EPSL);
 - b) Emergency Paid Sick Leave (EPSL) benefits have been exhausted;
 - c) Public Health Emergency Leave (PHEL) and Worker's Compensation/LNI benefits must also be exhausted or not applicable;
 - d) Compensatory time has been exhausted;
 - e) The employee's combined vacation, sick, and/or alternative leave balances total less than 500 hours; and
 - f) The employee's leave balances for vacation, sick leave, or alternative leave are at least 80-hours less than the maximum accrual limit on the date the LWOP use commences.

2. The allowance of LWOP under this Agreement is limited to no more than 80 hours and may not be used intermittently with other types of paid leave. The LWOP may only be used as a single continuous absence or, with appointing authority approval, intermittently with paid work hours.
3. Employees who request the use of LWOP under this Agreement understand and accept that the use of LWOP may impact their retirement calculation, receipt of retirement credits, and accrual of leave. In addition, the employee understands that they remain responsible for any health care premium deductions and will need to make arrangements to pay any amount due while on LWOP. During periods of COVID-19 related LWOP, Thurston County will continue to pay the employer's portion of the health care premium.
4. The denial or allowance of LWOP under this MOU is not subject to the grievance procedure.
5. Use of additional LWOP may be authorized and used consistent with the terms of the Collective Bargaining Agreement.

Absent mutual agreement to extend the expiration date, this agreement expires on June 30, 2021.

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

Signed this 27th day of October 2020,

For the County:



 Maria Aponte, Director
 Human Resources Department

 /S/ via email
 Debbie Brookman, Labor Relations
 Human Resources Department

For the Union:

 /S/ via email
 Kris Asche
 618-T Chapter Chair

 /S/ via email
 Theresa Garza
 618-DC Chapter Chair

 /S/ via email
 Mary Kincy
 618-CO Chapter Chair

 /S/ via email
 Hannah Hollander
 AFSCME Staff Representative