

Memorandum of Understanding
By and Between
Thurston County
And
AFCSME/WSCCCE Local 618-CO

RE: Implementing Governor's Proclamation 21-14's COVID-19 Vaccine Mandate for Health Care Employees in Public Health and Social Services

On August 9, 2021, in response to the on-going crisis brought on by the global COVID-19 pandemic and increasing concerns for the safety and health of public health employees and the public they serve, the Governor of Washington State adopted proclamation 21-14, "COVID-19 VACCINATION REQUIREMENT." This proclamation requires some Thurston County employees in the Public Health and Social Services Department to get fully vaccinated against COVID-19 no later than October 18, 2021.

The parties met on September 15th, 23rd, and 28th, 2021, to bargain the proclamations impacts in good faith, coming to the following agreement:

Agreement

1. Employees covered by this agreement are subject to the Governor's proclamation and must be fully vaccinated by October 18, 2021.
2. "Fully vaccinated" means the employee received their final shot at least two (2) weeks prior to the October 18, 2021 deadline.
3. Proof of vaccination must be provided on or by October 18th. Employees provide proof by showing their supervisor or designee one of the acceptable records, as specified by the proclamation.
4. All unvaccinated employees covered by this agreement are authorized to use up to two (2) hour of paid work time to obtain each dose of their preferred vaccination (Pfizer, Moderna, Johnson & Johnson). Employees must arrange use of this time with their supervisor. Work time includes reasonable travel time to and from the vaccination site when the travel time occurs during the employee's assigned work hours. The employer may require the time be supported by documentation.
5. Employees are provided one (1) work day of paid administrative time off following a 2nd dose of a two-dose vaccination for recovery from side effects. Employees must request and use this leave within seventy-two (72) hours of receiving the 2nd shot.

6. If an employee has received the first dose of the vaccination but fails to become fully vaccinated by the October 18th deadline, the employee may request up to fifteen (15) calendar days of leave without pay to achieve fully vaccinated status. The Director of PHSS may, at the Director's sole discretion, authorize:
 - a. leave without pay,
 - b. paid vacation/alternative leave, or
 - c. allow the employee to continue working with appropriate temporary accommodations, if available,

as the employee can achieve fully vaccination status within the fifteen (15) day time frame. The employee will retain the right to return to their previous position or a vacant position in the same job class provided the employee has become fully vaccinated. This provision expires November 2, 2021.

7. Employees may submit a request for a medical or religious accommodation to Human Resources. For employees whose requests are still being reviewed on the vaccination deadline, the employee may use vacation/alternative leave after October 18th until a determination is made.

If the request is denied or an accommodation is not available, the employee has ten (10) days to provide proof they have initiated the vaccination process. The employee may continue to use vacation/alternative leave for an additional 35-days (45 days total from date the request is denied) to meet the "fully vaccinated" requirement. Employees may be authorized to use leave-without-pay if vacation/alternative leave balances are exhausted.

8. Retirement eligible employees who submit an irrevocable written notice of retirement by October 18, 2021 (including submission of an application to DRS to begin receiving retirement benefits to coincide with their separation date) to separate from employment on December 31, 2021, shall use their accrued vacation/alternative leave, beginning October 19. The employee will be placed on leave-without-pay at such time that they have exhausted their paid leave, except employees will be required to hold enough vacation/alternative leave – 8 hours per month - to continue benefits through 12/31/2021. Employees who retire and are eligible will be able to cash-out their remaining accrued leave, including sick leave and Washington Paid Sick Leave (WPSL), in accordance with the terms of their collective bargaining agreement.

9. Separation from employment solely for failure to meet the vaccine mandate will be non-disciplinary. If the vaccine mandate is lifted before July 1, 2022, upon request, the parties agree to reconvene to negotiate potential recall rights for employees separated under this provision.
10. All regular employees who provide proof of full vaccination status by October 18th will be credited with one additional floating holiday for use during calendar year 2022, subject to the rules on the use of a floating holiday.
11. If any Thurston County non-interest arbitration eligible bargaining unit reaches an agreement that provides greater economic incentive (pay and/or leave) for achieving full vaccination status by the vaccine deadline, those benefits will also be extended to employees covered under this agreement.
12. This agreement will be reopened for further negotiation in the event of changes or additional requirements, e.g. booster shots, substantive changes to the definition of "fully vaccinated," conflicts with Department of Labor requirements, etc., that conflict with the terms of this agreement or to mitigate the impacts of the changes.
13. During the term of this agreement, either party may propose an earlier expiration date based on changes of circumstance and the date will be adjusted by mutual agreement. Absent mutual agreement, this MOU will expire on December 31, 2022.


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


For the Union

/S/ via email, 9/27/2021
Hannah Hollander, AFSCME/WSCCCE
Staff Representative

/S/ via email, 9/27/2021
Mary Kincy, Local 618-CO
Chapter Chair

For Thurston County


Maria Aponte, Human Resources
Director

 , 9/27/2021
Debbie Brookman, Human Resources
Labor Relations Negotiator