

Memorandum of Understanding
By and Between
Thurston County, Thurston County Superior Court
And
AFSCME/WSCCCE Local 618-Court Security

RE: Thurston County Superior Court Employee COVID-19 Policy - Vaccine Mandate

On September 7, 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 county employees and the public it is our mission to serve, the Thurston County Superior Court adopted the "Thurston County Superior Court Employee COVID-19 Policy." This policy requires all employees to get fully vaccinated against COVID-19 no later than November 15, 2021.

The parties met on September 9th, 22nd, and 27th of 2021, to bargain the policy's impacts in good faith, coming to the following agreement:

Agreement

1. Employees covered by this agreement are subject to Court's policy of September 7, 2021 and must be fully vaccinated by November 15, 2021.
2. "Fully vaccinated" means the employee received their final shot at least two (2) weeks prior to the November 15, 2021 deadline.
3. Proof of vaccination must be provided on or by November 15th. Employees provide proof by showing the Superior Court Administrator or their designee one of the acceptable records, as specified by the policy directive.
4. All unvaccinated employees covered by this agreement are authorized to use up to two (2) hours 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 Court 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 November 15th deadline, the employee may request up to fifteen (15) calendar days of leave without pay to achieve fully vaccinated status. The Superior Court Administrator shall authorize leave without pay (or, at the employee's request and at the sole discretion of the Superior Court Administrator, paid vacation or alternative leave) under this provision as long 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 30, 2021.
7. Employees may submit a request for a medical or religious accommodation to the Superior Court Administrator or designee or to Human Resources. For employees who in good faith request an accommodation or exemption before **October 4, 2021** and fully cooperate with the process, if the request is still being reviewed on the vaccination deadline, the employee will be kept on paid administrative leave from November 15th until a determination is made on the employee's request.

Employees who submit a request after October 4, 2021, and fully cooperate with the process may use vacation/alternative leave after November 15th 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. The Court agrees to provide assistance to employees who may be at risk of separation due to the vaccine mandate to apply for vacant positions in the county for which they are qualified.
9. Termination from employment solely for failure to meet the vaccine mandate will be non-disciplinary. If the vaccine mandate is lifted within 14 months of the vaccination mandate effective date, upon request, the parties agree to follow the recall rights under Article 7.9 for employees separated under this provision. Separated employees who wish to be recalled are required to keep their contact information up-to-date with Human Resources.

10. All regular employees who provide proof of full vaccination status by November 15th 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 the 618-Court Security bargaining unit.
12. This agreement will be reopened for further negotiation in the event of changes to Superior Court Policy or Washington State Supreme Court General Rule guidance that impacts the terms of this agreement.
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.

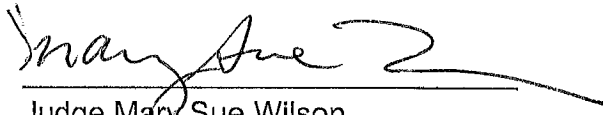
By their signatures below, the parties acknowledge their understanding and acceptance of this agreement:


For the Union


DocuSigned by:


CAA1FC05ED304AF
Aaron Cole, AFSCME/WSCCCE
Staff Representative

For Thurston County and
Thurston County Superior Court


Judge Mary Sue Wilson
Presiding Judge, Superior Court


Ted Bryan
Acting Court Administrator


Debbie Brookman, HR
Labor Relations Negotiator