

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

RE: COVID-19 Vaccine or Weekly Testing Mandate

On August 24, 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 Board of County Commissioners passed Resolution 16067. This resolution requires all employees to get fully vaccinated against COVID-19 or submit a negative test result every week after October 31, 2021.

The parties met on September 15th, 23rd, 28th, and October 4, 2021, to bargain in good faith over the impacts of the resolution and came to the following agreement:

Agreement

1. **Fully vaccinated.** For the purposes of this agreement, “fully vaccinated” means two (2) weeks have passed since the employee received their final dose of either a two (2) dose vaccination (Pfizer-BioNtech, Moderna) or single dose vaccination (Johnson & Johnson).
2. **Work time for vaccinations.** All employees covered by this agreement who are not fully vaccinated are authorized to use up to 1-hour of paid work time to obtain each dose of their preferred vaccination (Pfizer-BioNtech, Moderna, Johnson & Johnson). Work time includes reasonable travel time to and from the vaccination site when the travel time occurs during the employee’s regular work hours. Employees must arrange use of this time with their supervisor. The employer may require time under this provision be supported by documentation.
3. **Time off for vaccine side effects.** Employees are provided 1-work shift of paid time off after a 2nd dose, if applicable, for recovery from side effects. Employees must request and use this leave within seventy-two (72) hours of receiving the 2nd shot.

4. **Unvaccinated employees must provide a weekly negative test result.**
Unvaccinated employees are required to provide a weekly test result each workweek in which they work any hours. Failure to comply with the weekly testing process may result in not being allowed to continue working (leave-without-pay, accrued vacation/alternative leave, or temporary remote work/telework, at the appointing authority's sole discretion, based on circumstances) and disciplinary action, up to and including termination.
5. **Employer-sponsored testing for unvaccinated employees.** The employer intends to sponsor an on-site testing program for unvaccinated employees, subject to the following conditions:
 - a. **Work time.** To provide the weekly test result, unvaccinated employees may access the employer-sponsored test site on work time, including reasonable travel time. This time must be pre-arranged with the employee's supervisor.
 - b. **Test cost.** The employer will pay one-half (1/2) of the cost of testing through the employer-sponsored program, if any, up to \$20 per test each week.
 - c. Unvaccinated employees will be required to use the employer-sponsored testing program. The appointing authority may grant an exception on a case-by-case basis if, for example, an employee is on leave when the employer-sponsored test site is available. In case of an exception, only test results from a verifiable source such as a pharmacy, community-based test site, or medical provider will be accepted. Out-of-pocket costs for testing performed outside of the employer-sponsored program, if any, will be the employee's sole responsibility.
 - d. The Union understands that the details of the testing program policy, including locations, time/days available, etc. are yet to be determined. The Union may request an ad-hoc labor-management committee meeting be scheduled to discuss the testing program policy details.
6. **Incentives for Full Vaccination by October 31, 2021.** All employees who provide proof of full vaccination status by October 31, 2021 will be provided the following incentives:

- a. **Additional Floating Holiday.** One (1) additional floating holiday for use during calendar year 2022, subject to the rules on the use of a floating holiday.
- b. **COVID-19 Leave.** Up to thirty-two (32) hours of “COVID-19” leave (prorated by FTE) available for use when the employee is unable to work, including unable to telework, for one of the following COVID-19 related reasons:
 - i. the employee is quarantined (pursuant to Federal, State, or local government order or advice of a health care provider) and/or experiencing COVID-19 symptoms and seeking a medical diagnosis;
 - ii. the employee must care for an individual subject to a COVID-19 quarantine (pursuant to Federal, State, or local government order or advice of a health care provider); or
 - iii. the employee’s child’s school or childcare provider is unavailable for reasons related to COVID-19.

Employees must request use of this leave through their supervisor. The supervisor may require the time be supported by documentation. This leave will be available effective December 1, 2021. Any unused portion will expire on December 31, 2022. COVID-19 leave has no cash-out value.

- 7. 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.
- 8. 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 Unions

/S/ via email, 10/5/2021

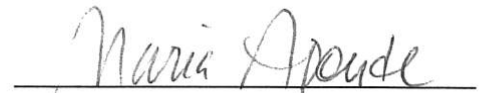
Hannah Hollander, AFSCME/WSCCCE
Staff Representative


Mary Kincy, Local 618-CO
Chapter Chair

/S/ via email, 10/5/2021

Kris Asche, Local 618-T
Chapter Chair

For Thurston County


Maria Aponte, Human Resources
Director

Debbie Brookman 10/4/2021
Debbie Brookman, HR
Labor Relations Negotiator