

Memorandum of Understanding
By and Between
Thurston County, Thurston County Sheriff's Office
and the
Thurston County Deputy Sheriffs' Association

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 multiple dates in September and October 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.

For employees unable to obtain vaccinations on work time due to lack of vaccination resources during the scheduled workday, e.g. those on graveyard shift, up to one (1) hour of time at the overtime rate may be authorized, per shot.

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.** Beginning November 15, 2021, unvaccinated employees are required to provide a weekly test result each work week 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 or accrued vacation/alternative leave, at the appointing authority's sole discretion, based on the circumstances).
5. **Employer-sponsored testing for unvaccinated employees.** The employer will operate 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 cover all portions of cost of test and facilitation of testing.**
 - c. Unvaccinated employees will be required to use the employer-sponsored testing program, with the following exception: The appointing authority may grant an exception on a case-by-case basis if, for example, an employee is on leave, at the training academy, or otherwise unavailable when the employer-sponsored test site is available. Out-of-pocket costs for testing performed outside of the employer-sponsored program, if any, will be the employee's sole responsibility.
 - d. Any employee who provides proof of "fully vaccinated" status will no longer be subject to the weekly testing requirement.
 - e. The Associations understand that the details of the testing program policy, including locations, time/days available, etc. are yet to be determined. The Associations may request an ad-hoc labor-management committee meeting be scheduled to discuss the testing program policy details.
6. **Failure to Comply with the Vaccination/Testing Requirement.** Employees who are non-compliant with the vaccination/testing requirement may be subject to disciplinary action, up to and including termination. Discipline will be in accordance with the collective bargaining agreement.
7. **Confidentiality.** Records pertaining to an individual employee's vaccination status shall be maintained by the Human Resources Department and kept separate from an employee's personnel file.

The testing third-party company will share an employee's COVID-19 test results with the County and with the employee tested. Testing results will otherwise be held confidential by the County's testing third-party company except as required to be disclosed by law (i.e. with the applicable public health authority). Information about an employee who tests positive for COVID-19 may otherwise only be disclosed to the extent required by applicable law (i.e. ESSB 5115 notifications).

8. The overall percentage of bargaining unit employees who are vaccinated will be provided to the Association, upon request.
9. **Incentives for Full Vaccination by December 15, 2021.** All employees who provide proof of full vaccination status by December 15, 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 *or* hours equal to three (3) full work shifts , whichever is greater, 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 16, 2021. Any unused portion will expire on December 31, 2022. COVID-19 leave has no cash-out value.


- c. Employees under this agreement who are first responders and covered by the "presumption of workplace exposure" provision of ESSB 5115, are subject to working conditions that can create a greater likelihood of COVID-19 exposure. In recognition of this additional impact to first responders, when such an employee

is fully vaccinated and required by a public health official to isolate due to a positive COVID-19 test result, is unable to return to work, and has exhausted their COVID-19 leave benefits (above), will be placed on paid administrative leave. Administrative leave under this provision is limited to scheduled shifts that occur within a period of up to ten (10) calendar days from the start of the isolation period. To receive this benefit, the employee will be required to provide proof of the positive COVID-19 test from a verifiable source, e.g. doctor's office, pharmacist, or community-based test site (at-home tests do not meet the "verifiable" standard). The employee will also be required to apply for and actively pursue worker's compensation benefits. Any LNI timeloss benefits received will be subject to the terms of Article 13.5 of the collective bargaining agreement.

10. 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. This agreement will be reopened if testing is deemed no longer necessary/changes in county/CDC recommended guidelines.
11. 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 Association:



Knute Lehmann
Association President

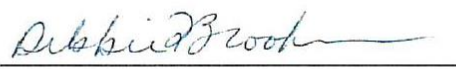


Jim David
Association Attorney

For Thurston County and the
Thurston County Sheriff's Office



Ray Brady, Undersheriff, on behalf of
John Snaza, Sheriff



Debbie Brookman, HR
Labor Relations Negotiator