

Memorandum of Understanding  
By and Between  
Thurston County, Thurston County Prosecuting Attorney's Office  
And the  
Thurston County Deputy Prosecuting Attorneys' 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.

Prior to any negotiation of the vaccination and testing requirements or potential incentives, 100% of the Deputy Prosecuting Attorneys' Association membership achieved fully vaccinated status. The following represents the good faith effort of the parties to reach an agreement that recognizes the Deputy Prosecuting Attorneys for their commitment to the health and safety of their workplace and community:

**Amended May 2022:** Thurston County revised the Mandatory COVID-19 Vaccination or Testing Policy to extend the COVID leave incentives to all employees who are fully vaccinated. The incentives listed in section 1 will now apply to new hires and existing employees regardless of when they achieved their vaccination status, until such time that Resolution 16067 is modified or rescinded. This MOU will replace any previous versions with references to Resolution 16067.

**Agreement**

1. **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.

- c. In recognition of the Association's unique status as 100% vaccinated prior to negotiation of any vaccination incentives, Association members may individually request retroactive application of the 32 hours of COVID-19 leave back to September 15, 2021. Requests should be received by Human Resources no later than December 15, 2021.
2. If an employee is hired into an Association covered position and the employee is not fully vaccinated, e.g. as the result of an accommodation, the parties agree that the provisions in the Thurston County personnel policy implementing the vaccine and testing requirement will apply.
  3. If any Thurston County non-interest arbitration eligible bargaining unit reaches an agreement that provides access to the employer-sponsored testing for vaccinated employees and/or 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.
  4. 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.

5. 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:

For Thurston County and the  
Thurston County Prosecuting Attorney's Office

Wayne Graham, via email, 6/1/2022

Wayne Graham  
Association President

Christen Peters, via email, 6/1/2022

Christen Peters, on behalf of Jon  
Tunheim, Prosecuting Attorney

Joe Jackson, via email, 6/1/2022

Joe Jackson  
Association Vice-President



Debbie Brookman, HR  
Labor Relations Negotiator