

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
PIERCE COUNTY
AND
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES,
AFL-CO, COUNCIL 28, WASHINGTON FEDERATION OF STATE EMPLOYEES**

The parties to this agreement are the American Federation of State, County, and Municipal Employees, AFL-CIO, Council 28, Washington Federation of State Employees, hereafter the “Union,” and Pierce County, hereafter the “County,” collectively referred to as the “Parties.” In accordance with Governor Jay Inslee’s Proclamation 21-14.1 signed on August 20, 2021, the County determined that four (4) positions represented by the Union are required to be fully vaccinated against COVID-19 or covered by an exemption as a condition of employment based upon their assignment to work at Pierce County Juvenile Court (Remann Hall). The Union issued a demand to bargain, and the following captures the Parties’ full and final agreement having concluded negotiations over the impacts:

1. In accordance with the terms and conditions of this Memorandum of Understanding (MOU), impacted employees will take the necessary steps to be fully vaccinated by October 18, 2021, or be approved for a medical or religious accommodation. An employee is fully vaccinated against COVID-19 two weeks after they have received the second dose in a two-dose series (Pfizer-BioNTech or Moderna) or two weeks after they have received a single-dose vaccine (Johnson and Johnson (J&J)/Janssen). Failure to do so will result in separation from County employment. Should an impacted employee separate from County employment solely as a result of their failure to comply with the vaccination mandate, the County agrees not to contest any resulting unemployment claim. The Parties recognize that of the four (4) employees currently impacted, two (2) have complied with this condition as of the date of this MOU and are fully vaccinated.
2. The parties further recognize that, as a result of transfer provisions, the potential exists for unvaccinated employees to be selected for future transfer to assignment at Remann Hall. Should an unvaccinated employee receive notice of their transfer assignment to Remann Hall, the County agrees to allow the employee up to forty-five (45) calendar days to become fully vaccinated prior to the transfer taking effect.
3. Employees who are eligible to accrue vacation time, are fully vaccinated against COVID-19, and have provided visual proof of such vaccination which is documented in Workday by October 15, 2021, will be credited four (4) hours of vacation time. These hours will be credited on October 15, 2021, and may be used in accordance with normal vacation leave procedures. Employees who are new, but are otherwise eligible for this vacation leave credit, will receive the credit upon completion of thirteen (13) accruable pay cycles.
4. As notified on September 3, 2021, impacted employees who are unable to provide proof of full vaccination due to a medical exemption or a sincerely held religious belief were to contact the County’s EEO/ADA Specialist no later than September 17, 2021, to begin the exemption process. There will be no unnecessary delays in the exemption process and

employees will be provided with instructions and necessary exemption documents in a prompt and timely manner. Those with approved exemptions will proceed to the accommodation process. If the County requires a second medical opinion in the exemption process, the County will cover all associated costs. The medical appointment for a second opinion, including travel time, will be considered work time. If an employee has initiated their exemption request by September 24, 2021, and cooperates with the accommodation process, and the exemption is still being reviewed after October 18, 2021, the employee may use accrued leave or unpaid leave in accordance with the Administrative Guidelines, department procedures, and the applicable Collective Bargaining Agreement until a final determination has been made. If the exemption request is denied or an accommodation is not available, the employee may elect to use leave as described above for up to forty-five (45) calendar days to become fully vaccinated. The Parties recognize that the two (2) employees who have not complied with condition one (1) of this MOU have instead complied with this condition. As of the date of this MOU, both employees have approved exemptions and are in the accommodation process.

5. Employees who wish to retire by December 31, 2021, can do so regardless of vaccination status under the following conditions. If an employee is not fully vaccinated by October 18, 2021, and has officially submitted retirement paperwork to the Washington State Department of Retirement Systems (DRS) with the intent to retire by the end of the 2021 calendar year, the employee may use accrued leave or unpaid leave in accordance with the Administrative Guidelines, department procedures, and the applicable Collective Bargaining Agreement until their retirement date. The employee may not return to work after October 18, 2021.
6. Employees who receive at least the first dose of the vaccination, but fail to become fully vaccinated, as defined above, by October 18, 2021, may use accrued leave or unpaid leave in accordance with the Administrative Guidelines, department procedures, and the applicable Collective Bargaining Agreement for a period of up to thirty (30) calendar days to allow for full vaccination prior to their return to work. This provision expires November 17, 2021.
7. The County will continue to send notice to employees via “Our Family” emails, or similar means, informing them of onsite vaccination clinics, such as the one that was held on September 11, 2021, from 11:00 AM to 2:00 PM at the Pierce County Jail Reception area. In addition, employees are encouraged to access educational information about the vaccines and where a vaccination can be obtained using the Pierce County COVID-19 Vaccine Information website at: [Covid-19 Vaccine Information | Pierce County, WA - Official Website \(piercecountywa.gov\)](https://www.piercecountywa.gov/covid-19-vaccine-information). Reasonable time spent during an employee’s scheduled work shift to travel to and from and to obtain the vaccination is considered time worked.
8. The Parties recognize that impacted classification descriptions may be updated to reflect the COVID-19 vaccination requirement.


9. Should staffing shortages occur as a result of employee separations, informational notice will be provided to impacted Unions. The County will adhere to existing Collective Bargaining Agreements and applicable labor law regarding any necessary contracting out that may result. In addition, the County recognizes that any contracting out that may result from these staffing shortages is intended to supplement and not supplant the bargaining unit.

10. Although not protected by the Health Insurance Portability and Accountability Act, the County recognizes employee privacy concerns and agrees to continue to restrict access to information about the vaccination status of an employee to that employee's direct chain of command and representatives of the County's Human Resources Department. This information will be used to ensure compliance with the requirement to be vaccinated, to confirm eligibility for vaccine incentive leave credit, and as otherwise necessary to comply with this MOU and all applicable regulations.


11. In the event that additional doses of a COVID-19 vaccine should be required in accordance with applicable federal, state, or local laws or mandates, the Parties agree to reconvene and bargain the impacts.

The Parties agree that this MOU is non-precedent setting, should not be construed as a waiver of either Parties' rights, and shall not limit, restrict, prevent, or require the County or Union to agree to similar concessions in the future. This MOU takes effect upon full execution.

FOR PIERCE COUNTY:


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 BRUCE F. DAMMEIER
 Pierce County Executive
 10/13/2021

 Date

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DA549DF5D511490...
 MELISSA P. ARNOLD
 Labor Relations Analyst
 10/11/2021

 Date

FOR AFSCME COUNCIL 28:

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BAF5810068824E7...
 JAMES DANNEN
 Labor Advocate
 10/11/2021

 Date