

**Memorandum of Agreement
By and Between
King County
and
Washington State Nurses Association - Staff Nurses - Departments: Public Health,
Adult and Juvenile Detention (Juvenile Detention) [310]
and
Washington State Nurses Association - Supervisors and Managers –
Department of Public Health [320]**

Subject: COVID-19 Emergency Nurse Staffing Agreement

Principles:

1. The parties share a mutual interest in assuring the health and safety of patients, clients, families, staff and the community during the COVID-19 pandemic.
2. Nurses and other healthcare workers are on the front lines in the delivery of essential health services to patients in need.
3. King County is committed to advancing employee safety and protecting our healthcare workers during the COVID-19 disease outbreak response effort. The Health Officers of Seattle-King County Public Health will consider safety recommendations and requirements set forth by the Washington State Department of Health, the Center for Disease Control, and the World Health Organization when developing appropriate protocols to safeguard County healthcare workers.
4. The parties wish to work together to take reasonable steps to protect patients, clients, families and staff from unnecessary exposure to communicable diseases, including COVID-19.

Background:

Seattle-King County Public Health and other agencies are rapidly expanding their healthcare response capacities to address the COVID-19 pandemic. The purpose of this Agreement is to establish emergency staffing terms for King County nurse classifications and nurse supervisor classifications (referred to herein as “**Employees**”) to quickly and effectively meet evolving community needs.

To advance the COVID-19 response effort, Public Health has reduced and suspended various non-essential programs to allow staff and resources to be reallocated to fulfill critical emergency functions in the fight against COVID-19. One key component of the response strategy is to outfit, staff, and operationalize multiple new community-based Quarantine/Isolation sites and Assessment Center/Recovery Center sites (“collectively referred to herein as COVID Care Sites”) in vacant motels, modular units, and other suitable locations identified by King County. Thus far, the County has identified COVID Care Site locations in Kent, Aurora, Issaquah, Shoreline, Bellevue, and Sodo. Additional new COVID Care Sites, including within our jail

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facilities, may be designated, and may become operational based on how the pandemic unfolds locally, and the corresponding scale of need.

The COVID Care Sites will serve individuals who have COVID-19 symptoms with pending test results, and those who are COVID-19 positive, and are unable to isolate or quarantine where they normally reside. These sites will serve vulnerable and at-risk members of our community by providing a safe place to receive basic medical treatment, recover from COVID-19 related illness, and minimize further COVID-19 transmission in the community. A large percentage of the patients referred to these sites will be people who have been living homeless, in shelters, or in supported housing, and who may have complex physical and behavioral health conditions. There will be multidisciplinary healthcare teams at COVID Care Sites to support patients and each other.

Public Health has also activated other key organizational structures to help lead the County's COVID-19 response effort, including: the Health Management Area Command (HMAC), King County Novel Coronavirus Call Center, and implementation of Continuity Of Operations Plans (COOP) to ensure essential services are delivered.

The County will strive to identify Employees who are able to voluntarily agree to redeployment for COVID-19 related positions whenever possible, but involuntary redeployments may be necessary in some cases. Employee redeployments may involve temporary changes to an Employee's body of work, workdays, work hours, FTE level, and work location. The parties also understand the County may draw from any and all potential sources of healthcare personnel during the pandemic (e.g., agencies, hospital partners like Kaiser, volunteer networks) to support the response effort.

Agreement:

1. Employee Redeployment Selection Process:

The County will determine which Employees may be subject to *temporary* redeployment during the pandemic response. In most circumstances, the County will rely on Employees who voluntarily accept redeployment assignments or upon external staffing resources. In some circumstances, *temporary* involuntary redeployment of Employees may be necessary.

The County recognizes Employee interests in work schedule predictability and stability, and will incorporate those interests to the extent feasible while developing healthcare staffing plans.

The following *temporary* Employee redeployment selection process will be used during the COVID-19 emergency response:

A. Voluntary Job Redeployment: The County will attempt to solicit Employee volunteers agreeable to meet the needs at COVID Care Sites, HMAC, COOP, when feasible. Additionally, the County may use other qualified healthcare external personnel resources to fulfill staffing needs. The County will, as soon as possible, develop a plan to solicit Employee volunteers using various resources (e.g., text, email).

B. Involuntary Job Redeployment:

(1) COVID Care Sites Involuntary Redeployment. In the event the County is unable to adequately staff COVID Care Sites through voluntary agreement or by other qualified external personnel resources, the County will select Employees for involuntary redeployment.

- Selection shall be based on the least senior, qualified, and available nurse for redeployment as determined by the County.**
- The County will determine the size (i.e., number of Employees) of any involuntary redeployment pools (e.g., worksite, program, or division) of qualified and available Employees at a particular time that could be subject to redeployment by inverse seniority** order to meet the emergency staffing need.
- Employee will receive at least three (3) calendar days advance notice prior to their *first* involuntary deployment effective date to a COVID Care Site, unless there is an immediate need to respond to an emergency patient(s) health need. In a patient health emergency, the County will provide as much notice as possible to the Employee about such change when it is less than (3) calendar days' notice.
- Redeployments that result in a temporary change in FTE level will not trigger any bumping rights.

** No employee will be required to work at a COVID Care Site if they or a household member disclose information that they or their household member are at high risk for developing serious COVID 19 illness in accordance with Seattle-King County Public Health Guidelines.

Additionally, Employees who indicate they cannot competently perform a designated nursing care role at a COVID Care Site with training and orientation will not be subject to involuntary redeployment. If the Employee is unable to be redeployed to a COVID Care Site due to the above restrictions, the nurse may be involuntarily deployed to any HMAC/COOP role as determined appropriate by the County.

(2) HMAC/COOP Involuntary Redeployment. Selection of involuntary redeployment to HMAC or COOP will be based on operational need, and who is qualified and available to fulfill the role expeditiously as determined by the County.

2. Employee Redeployment Notice:

After a selection decision is made concerning an Employee redeployment (voluntary or involuntary), the employee will receive written notice of their new redeployment assignment. The County will provide the Employee with information about the new assignment with as much advance notice as possible to the Employee, and a three (3) calendar day notice minimum for initial involuntary redeployment to a COVID Care Site, unless there is an immediate need to respond to an emergency patient(s) health need. In a patient health emergency, the County will

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provide as much notice as possible to the Employee about such change when it is less than three (3) calendar days' notice. Notice to the employee will consist of the following information:

a. Effective date of new assignment (and potential end date if available)
Work Schedule (days/hours of work if available);

b. Work FTE;

c. Work Location(s);

E. Position description (including qualifications/education requirements, essential job functions) and applicable written protocols and policies. Nurses with questions about COVID Care Site facility-specific orientation and training plans, admission criteria, medication management policies and procedures, infection prevention policies, and emergency response policies should contact the King County Nursing Office;

F. Supervisory report contact (email/phone number); and

G. Rest and meal periods will be provided in accordance with state law.

3. Subsequent Change to Redeployment Assignments (Work Hours, Workdays, FTE, and Work Location(s)):

A. Involuntary change to redeployment assignment. In the event voluntary redeployment is not feasible, the County may involuntarily redeploy an Employee to meet operational needs (i.e., change in work assignment, hours, days, FTE level, and location) with (3) calendar days' notice to the Employee during the declared emergency. If a redeployment change is needed to respond to an emergency patient(s) health need, the County will provide as much notice as possible to the Employee about such change when it is not possible to provide a full (3) calendar days' notice.

4. COVID Care Sites (voluntary and involuntary assignments):

The new community-based Quarantine/Isolation sites and Assessment Center/Recovery Center sites (COVID Care Sites) are a critical component of the County's COVID 19 response strategy.

The *temporary* employment terms for Employees assigned to work at the COVID Care Sites during the pandemic response effort are as follows:

A. ORIENTATION AND TRAINING. An Employee who is redeployed will receive orientation and training to safely care for the assigned patients. Minimum orientation/training includes: 1) correct use and fitting of personal protective equipment; 2) geography of the work area; 3) location/use of supplies/equipment; 4) healthcare team contact information; 5) shift routines; 6) required documentation; 7) safety procedures; 8) unit/area-specific protocols; and 9) partnering with a more experienced nurse as a resource if possible.

B. PERSONAL PROTECTIVE EQUIPMENT (PPE). The County shall provide appropriate PPE to Employees assigned to COVID Care Sites, including triage protocols around scarce resources, at all times.

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C. ASSIGNMENT. The Employee's assignments will conform to the Washington State Nursing Care Quality Assurance Commission guidance and regulations; the standards of nursing practice and all COVID-19 related orders and proclamations executed by the Governor of Washington as they relate to health care workers, including nurses.

D. MANDATORY OVERTIME. Pursuant to RCW 49.28.130 (7), a nurse may be subject to work mandatory overtime during the declared COVID 19 emergency.

E. NURSE SAFETY. Nurses may refuse an assignment consistent with WAC 246-840-710(5)(b) if there is undue risk that he or she, as a nurse, would cause harm to him or herself or other persons due to a mental, physical or emotional condition.

F. SECURITY. Security personnel will be provided at all COVID Care Sites to ensure the safety of Employees on site in the facilities.

G. LABOR-MANAGEMENT. The parties will hold weekly meetings to discuss issues related to the operation of the COVID Care sites, to identify areas of concern and potential improvement, and to discuss potential solutions.

H. COMPENSATION

(1) 25% COVID CARE SITE PREMIUM: All Employees redeployed (voluntary/involuntary) to physically work in a designated King County COVID Care Site with direct patient care responsibilities will be paid a premium of 25% above their *base rate of pay** (see a. below) for only actual hours worked as provided herein. Jail Health Services may designate COVID-19 isolation and quarantine unit(s) within jail facilities, and Employees assigned to provide direct patient care in those units are also eligible for the premium on actual hours worked in COVID-19 IQ Units. The Department of Adult and Juvenile Detention, Juvenile Division may designate COVID-19 isolation and quarantine unit(s) or room(s) within its facilities, and Employees assigned to provide direct patient care in those units or rooms are also eligible for the premium on actual hours worked in the COVID-19 IQ Units or Rooms.

The COVID Care Site premium shall not apply to any paid leave hours while assigned to the COVID Care Sites, including designated COVID isolation and quarantine units within jail facilities.

a. **Base rate of pay* shall mean Employee classification rates of pay for clinic (non-jail) rates at applicable steps. Any Jail Nurse Unit classifications or Jail Nurse Supervisory Unit classifications assigned to a COVID Care Site, including designated COVID Care Site units within jail facilities, will only receive 10% above their normal rate of pay. Jail Health nurses and supervisors will continue to receive their normal 15% JHS premium on paid leave hours per the Collective Bargaining Agreement (CBA).

b. Employees classified as FLSA-exempt will be eligible for the COVID Care Site premium for assigned, regularly scheduled, actual hours at designated COVID Care Sites. King County Executive Leave Pay and Leave Practices for Executive Administration and Professional Employees (Executive Policy PER 8-1-2) will continue to remain in effect for FLSA-exempt employees.

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c. Employees assigned to a COVID Care Site (excluding jail facilities) are eligible to receive Night Shift Differential (\$4.00/hour) and Weekend Premium (\$4/hour) only consistent with the parties CBA, except:

- o “Evening Shift Differential” shall not apply;
- o “Night Shift Differential” shall apply to hours worked between 7:00PM and 7:00AM, except not applicable for hours when Weekend Premium is received;
- o “Weekend Premium” shall apply to hours worked beginning at Night Shift Friday (e.g., 7:00PM) and conclude start of Night Shift Sunday (e.g., 7:00PM).

d. Other applicable premiums pays in the CBA shall also apply (e.g., longevity, charge nurse, preceptor) in conjunction with the COVID Care Site premium.

e. The effective date of the 25% COVID Care Site Premium only for retroactive pay purposes shall be the first calendar day Employees voluntarily worked at the Kent COVID Care Site (approximately March 13, 2020).

5. Temporary Enhanced Worker’s Compensation and Leave Protocols for Nurses:

Enhanced worker’s compensation benefits above those provided in the parties CBA and state law are intended to provide expanded paid leave benefits for nurses for the duration of the pandemic response effort.

Employees are urged to seek direction from their supervisor or Health Officer if they think they need to quarantine based on potential work exposure. Additionally, medical guidance is evolving regarding at what point a front-line worker, particularly first responders and front-line *health care* workers, need to quarantine following exposure or potential exposure to coronavirus. Consult your management for the most up to date information.

If an employee has a probable work-related exposure to and/or contraction of COVID-19 resulting in the employee’s quarantine:

A. The employee will be placed on paid administrative leave (PAL).

B. The employee should file a Workers’ Compensation (WC) within three (3) calendar days of being quarantined. A claim can be filed up to one (1) year after exposure.

(1) The employee will remain on PAL until WC time loss is triggered, provided the employee files a WC claim within three (3) calendar days of being quarantined and is unable to work.

(2) PAL will cease being paid and the employee will be required to use their accrued paid leave and/or Federal Emergency Paid Sick Leave (FEPSL) if the WC claim is not filed within three (3) calendar days of being quarantined and unable to work.

(3) The requirement to file a WC claim shall not prevent an employee from receiving paid leave as set forth in this section where the employee's failure to file a claim is due to the employee's health condition (e.g., if the employee is hospitalized).

(4) If the employee fails to submit a WC claim within three (3) calendar days of being quarantined and unable to work, and PAL is ceased pursuant to section B(2) above, they will become re-eligible for PAL starting on the day a WC claim is filed.

C. PAL will be used to supplement WC time loss for the duration of the COVID-19 related absence.

D. PAL is only paid for absences from the employee's regularly assigned/picked work.

E. If the WC claim is denied, the employee is required to use their personal paid leave and/or FEPSL for the duration of the non-COVID-19 related absence, beginning after the claim is denied.

Notes:

○ For approved WC claims, time loss and/or PAL leave will cover the 72-hour waiting period after being symptom-free and before the employee can return to work.

○ Employees will be eligible for PAL, as provided above, until April 24, 2020, or when the King County Executive ends the emergency, whichever occurs later.

6. Other COVID 19 Leave Related Issues:

A. An Employee who is unable to work due to being part of the CDC's at-risk group for serious COVID illness may request leave as an accommodation that may be approved or denied in accordance with the WLAD and ADA. If a workplace accommodation cannot be granted, the employee will be granted a leave of absence and have access to their own accrued sick and vacation leave as well as executive leave and donated leave. If the employee's paid time off accruals exhaust during the leave, the County will ensure appropriate continuation of medical benefits until the employee is deemed eligible to return to work by the County.

B. Telework or alternative assignments *may* be provided as an accommodation for nurses who are in an at-risk group identified by CDC guidelines.

C. The County will provide all Employees who have been known to be exposed to COVID-19 illness without PPE written notice as soon as practicable, but no later than 24 hours subsequent to County receipt of such notice. WSNA shall receive a copy of such notice. The written notice will include: the date of exposure, assessment of exposure risk, and County decision as to whether or not to permit the nurse to return to work.

D. Nothing in this Agreement is intended to prevent employees from accessing other state or federal benefits for which they may qualify, including but not limited to unemployment compensation insurance, paid family and medical leave, federally provided COVID-19 related leave, and/or workers compensation.

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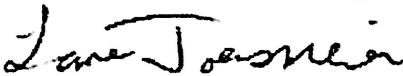
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E. A County representative will be available to assist employees with coordination of federal, state, and employer benefits as may be applicable.

7. Duration of Agreement:

A. **Duration.** This Agreement shall be terminated by the County at any time, in full or in part, after the County's declaration of emergency for COVID-19 has concluded. Notice of such termination shall be provided to the Union.

For the Washington State Nurses Association –
Staff Nurses:



Lane Toensmeier, Labor Council

4-8-2020

Date

For the Washington State Nurses Association –
Supervisors and Managers:



Danielle Franco-Malone, Partner
Barnard Iglitzin & Lavitt LLP

04/09/2020

Date

For King County:



Andre Chevalier
Labor Relations Negotiator
Office of Labor Relations
King County Executive Office

4/9/2020

Date