

**Memorandum of Agreement
By and Between
King County
And
Washington State Nurses Association
Staff and Supervisor Units**

Subject: COVID Vaccination Mandate

King County (the County) and the Washington State Nurses Association (WSNA) enter into the following Memorandum of Agreement (Agreement) covering WSNA-represented Staff Nurses in Seattle-King County Public Health and Department of Adult and Juvenile Detention, Juvenile Division, and Supervisors and Managers in the Department of Public Health (employees).

Background:

A. Compliance Requirements: Pursuant to King County Executive's Health Emergency Order ACO-8-27-EO, and the Washington State Governor's Proclamation 21-14, as applicable, King County has mandated that all employees in the Executive Branch of King County government must be fully vaccinated for COVID by October 18, 2021 or be exempt and accommodated based on a medical disability or sincerely held religious belief.

B. Non-Compliance Accountability: Pursuant to the Compliance Requirements, employees who are not fully vaccinated by October 18, employees who fail to obtain future COVID vaccinations recommended by the CDC, and those employees who are exempt based on a medical disability or sincerely held religious belief but cannot be reasonably accommodated as provided under Section 2, will be subject to involuntary separation from employment that will not be regarded as misconduct.

Agreement:

1. October 18 Compliance Procedures:

- A. Notice Process.** On October 6, a letter proposing separation will be issued to employees who fail to show acceptable evidence (i.e., vaccine record) that they will be fully vaccinated by October 18 (i.e., the employee must have received their final vaccination by October 4). A copy of the letter will be sent to the employee's union via email. Employees will be kept in pay status, but not allowed to work, after October 18 if the Loudermill process is not completed.
- B. Compliance in Process.** If by October 18 an employee subject to the Governor's proclamation has at least one vaccination by October 18, and shows proof (i.e., vaccine record), and states their intent to be fully vaccinated, the decision to separate them will be conditionally held in abeyance provided they are fully vaccinated by December 2. Beginning

Washington State Nurses Association - Staff Nurses – Departments: Public Health, Adult and Juvenile Detention (Juvenile Division) [310]

*Washington State Nurses Association - Supervisors and Managers – Department of Public Health [320]
310&320U0321*

October 19, the employee will not be allowed to work but can elect to go on paid or unpaid leave and must make their leave election by October 18 and may use any combination of vacation, compensatory time, Executive leave, banked holiday leave or unpaid leave. They cannot use sick leave. The paid and/or unpaid leave ends December 2.

C. Employees Currently on Leave of Absence. An employee scheduled to return to work from a paid or unpaid leave of absence is subject to the terms of this agreement, provided that the County has notified the employee.

2. Exemption and Accommodation: Employee requests for medical and religious exemptions will be evaluated on a case-by-case basis pursuant to law and internal processes. Employees seeking either exemption are encouraged to apply for an exemption by September 17. However, employees seeking a religious exemption are required to submit their request by September 24. Religious exemption requests submitted after September 24 will be considered for processing on a case-by-case basis. Employees determined to be exempt will be considered for a reasonable accommodation, in accordance with law, on a case-by-case basis. Employees will have until December 2 to be vaccinated following denial of an exemption or, if exempt, there is no reasonable accommodation available. Failure to show proof (i.e., vaccine record) that they are beginning the process of becoming fully vaccinated within 14-days of denial of an exemption or accommodation if exempt will result in involuntary separation. For employees who request medical exemptions and accommodations only, additional timelines and eligibility to use of sick leave may be granted on a case-by-case basis.

3. Compensation for Vaccinations: Hourly employees will be paid for the time spent getting the vaccine, whether on or off duty. This includes travel time. Employees are encouraged to get vaccinated during regular work hours. Salaried employees will be provided a reasonable amount of time off during their shift to get vaccinated, including travel time, and will not have their pay reduced or be required to use any accrued vacation, compensatory time, or other contractual leave to get vaccinated provided they are not absent for the entire shift. Employees must follow the leave procedures for their work unit if they want to get vaccinated during their work shift.

4. Compensation for Vaccine Side-effects: Comprehensive leave eligible employees who are unable to work their regular scheduled shift due to side-effects within 48 hours of being vaccinated will be able to use COVID leave for up to one regular shift (e.g., eight (8) hours of COVID leave). Employees can use any amount of sick leave and/or file for Workers' Compensation, if applicable, if they are unable to work due to vaccine side-effects that last more than a shift.

5. Vaccination Costs: The County will pay the cost of vaccinations whether the employee is insured or not.

6. COVID Leave: Comprehensive leave eligible employees (i.e., regular, term-limited temporary, probationary) will be granted up to 80 hours of COVID leave if they are COVID positive or subject to quarantine under County policy and are unable to work under health

Washington State Nurses Association - Staff Nurses – Departments: Public Health, Adult and Juvenile Detention (Juvenile Division) [310]

Washington State Nurses Association - Supervisors and Managers – Department of Public Health [320]

310&320U0321

Page 2

guidance and County policy. Employees may use up to 40 hours of the 80 hours of COVID leave to provide care for an immediate family member who is COVID positive and/or if the employee must stay home because their child cannot attend school or a childcare facility due to COVID and the employee is unable to telecommute. Employees electing to use COVID leave must provide documentation of a COVID positive test to use leave for themselves and documentation that they qualify to use 40 hours of paid leave to care for a family member who is COVID positive and/or if the employee must stay home due to their child's school or childcare facility being closed due to COVID where the employee is unable to telecommute. The maximum of 80 hours of COVID leave is available until December 31, 2022.

7. Paid Parental Leave (PPL): Employees who cannot be accommodated, even though they are determined to be exempt based on a medical disability or sincerely held religious belief and are subsequently separated within six months of returning from the PPL leave, will not be required to repay any PPL funds received.

8. Rehire/Recall:

- A. Employees who are separated and subsequently become fully vaccinated may request to be reinstated within two years following separation if there is a vacant position in the same job classification from which the employee was separated. To be eligible for reinstatement to a vacant position, the employee must possess the necessary knowledge, skills, and abilities to competently perform the duties of the position as determined by the Chief Nurse Officer. And the employee must be able to satisfy licensure, credentialing, and security requirements for the position, if applicable.
- B. If the vacant position is in a different program or division from the employee's former position, the employee will also have to serve a Trial Service Period consistent with Section 34.7 Layoff Recall Scenario of the parties Collective Bargaining Agreement.
- C. In the event there are no vacant positions in the classification, the employee will be placed on the recall list. The employee will be referred to vacant positions in their classification when they become available for two years following the date of separation.
- D. If multiple employees are on the recall list, vacant positions will be awarded to separated employees based on seniority at the time of separation.
- E. Upon reinstatement to a vacant position, a formerly separated employee will have previously accrued seniority restored but shall not accrue seniority during the time-period of employment separation.

9. The County shall maintain the confidentiality of employees' medical information, including vaccination status, as required by law.

10. The County will not require employees to wear anything indicating their vaccination status.

11. **Leave Cash-out:** Employees who are involuntarily separated or resign in lieu of being involuntarily separated shall be eligible for cash-out of leaves in accordance with the terms of their collective bargaining agreement.

12. **Separation/Retirement:** Employees who submit an irrevocable written notice of separation or retirement by October 18, 2021 to separate from employment by December 31, 2021, shall be able to use their paid leaves, except sick leave or ESL, beginning October 19. The employee will be placed on unpaid leave at such time that they have exhausted their paid leave. Employees who retire will be eligible to cash-out their accrued sick leave in accordance with the terms of their collective bargaining agreement.

13. This Agreement shall be effective upon signature and shall continue so long as the Executive’s Order or the Washington State Governor’s Proclamation remain in effect.

14. Unless specifically modified by this Agreement, all other provisions of the Parties’ Collective Bargaining Agreement remain applicable.

15. **Bargaining Obligations Fulfilled:** Both parties acknowledge that they have fulfilled their bargaining obligations in reaching the terms and conditions provided under this MOU.

16. In accordance with Background Sections A and B, the parties agree to meet within thirty (30) days following the CDC’s recommendation for additional COVID vaccinations to bargain in good faith the impacts on affected employees.

For WSNA:

DocuSigned by:

Sydne James

5DCBE959C10E41C...

Sydne James, Nurse Representative, Supervisors Unit

9/21/2021

Date

DocuSigned by:

Michelle Moore, BSN, RN

FF5521904F64420...

Michelle Moore, Nurse Representative, Staff Unit

9/21/2021

Date

For King County:

DocuSigned by:

Bob Railton

23D42B9770C4407...

Bob Railton, Deputy Director
Office of Labor Relations, King County Executive Office

9/21/2021

Date

