

**Memorandum of Agreement  
By and Between  
King County  
and  
The King County Coalition of Unions  
and  
International Brotherhood of Electrical Workers, Local 77  
Representing Employees in the Department of Metro Transit  
and  
Technical Employees' Association  
Representing Staff in the  
Wastewater Treatment Division, Department of Natural Resources and Parks**

**Subject: COVID Vaccination Mandate**

This Memorandum of Agreement (the Agreement) is entered into by King County (the County) and the King County Coalition of Unions, International Brotherhood of Electrical Workers, Local 77, representing employees in the Department of Metro Transit, and Technical Employees' Association, representing staff in the Wastewater Treatment Division, Department of Natural Resources and Parks.

**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:** The County has determined that 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 4, will be subject to involuntary separation from employment that will not be regarded as misconduct. The Unions party to this Memorandum of Agreement (MOA) reserve and do not waive any contractual or legal rights to challenge any separation from employment or the Emergency Order and/or Proclamation in general.

**Agreement:**

**1. Compliance Procedures:**

**A. Notice Process for Employees Covered by Governor's Proclamation.** On October 6, a letter proposing separation will be issued to employees subject to

the Governor's proclamation 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 paid status after October 18 if the Loudermill process is not completed.

- B. Compliance in Process for Employees Covered by Governor's Proclamation.** If by October 18 an employee subject to the Governor's proclamation has at least one vaccination, 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 October 19, the employee is not permitted to work unless they have a reasonable accommodation per Section 2 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, BT time or unpaid leave. They cannot use sick leave. The paid and/or unpaid leave ends December 2.
- C. Notice and Compliance Process for Employees Not Subject to the Governor's Proclamation.** On October 20, a letter proposing separation will be issued to employees who are not subject to the Governor's proclamation who fail to show acceptable evidence (i.e., vaccine record) that they were fully vaccinated by October 18. However, if the employee provides proof (i.e., vaccine record) that they received the first dose of a two-dose vaccine by October 18 and states their intent to be fully vaccinated by December 2 (i.e., the employee must have received their final dose of a two-dose vaccine or the only dose of a one-dose vaccine by November 18), the decision to separate them will be conditionally held in abeyance. The employee will be permitted to work during the compliance period. A copy of the letter will be sent to the employee's union via email.
- D. 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. An employee scheduled to return to work before December 2, and who is not subject to the Governor's proclamation, will be allowed to work during the compliance period. An employee scheduled to return to work after December 2 must be fully vaccinated prior to their return and show evidence (i.e., vaccine record), unless they have a reasonable accommodation due to a medical or religious exemption.

**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. Employees who are not subject to the Governor's proclamation will be allowed to work during the compliance period. For employees who request medical exemptions and accommodations only, additional timelines 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. 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:** 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 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 that can be used under Section 4 and this Section 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.

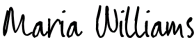
**8. Rehire:** Employees who are separated and subsequently become fully vaccinated may request to be reinstated within two (2) years following separation. The employee will be reinstated into their prior position, if available; provided, the employee meets the requirements for the position (e.g., license, certification). If the employee’s prior position is not available, the employee will be considered for reinstatement in their former department for a vacant position in their classification provided they are qualified to perform the duties and responsibilities of the position. The employee will be placed on a recall list if there is no vacant position in their classification they are qualified for. The employee will be referred to vacant positions in their classification when they become available in their former department for up to two years following separation.

**9. 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.

**10. 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.

**11. Bargaining Obligations Fulfilled:** Both parties acknowledge that they have fulfilled their bargaining obligations with respect to Background Section A of this MOA in reaching the terms and conditions provided under this MOA.

For the Unions:

<small>DocuSigned by:</small>  <small>AA962E#CF190496...</small>	9/17/2021
Maria Williams, Union Representative Teamsters Local Union #117	Date

For the Unions:

<small>DocuSigned by:</small>  <small>E164A910E22944A...</small>	9/17/2021
Michael Gonzales, Senior Business Agent General Teamsters Union, Local #174	Date

For King County:

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*Megan Pedersen*  
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Megan Pedersen, Director  
Office of Labor Relations, King County Executive Office

9/17/2021

Date

For King County:

DocuSigned by:  
*Bob Railton*  
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Bob Railton, Deputy Director  
Office of Labor Relations, King County Executive Office

9/17/2021

Date