

**Memorandum of Agreement
By and Between
King County
and
King County Sheriff's Office Marshals' Guild**

Subject: COVID Vaccination Mandate

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 4, will be subject to involuntary separation from employment that will not be regarded as misconduct.

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, banked holiday

leave 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 returning 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, and employees subject to the Governor's proclamation may be eligible to use sick leave.

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: 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 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, 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. Reservation: Except as expressly provide herein, all other terms and conditions of the collective bargaining agreement remain in full force and effect.

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

For the King County Sheriff's Office Marshals' Guild:

DocuSigned by:	10/5/2021
<i>David Scontrino</i>	
E4FDEA1D894E41C... David Scontrino, President	Date

For King County:

DocuSigned by:	10/5/2021
<i>Megan Pedersen</i>	
9063C72E4F6348F... Megan Pedersen, Director Office of Labor Relations, King County Executive Office	Date

Certificate Of Completion

Envelope Id: 12CF6B63D04B48C082232C7FA9BB71C9	Status: Completed
Subject: Please Re-DocuSign: 226U0321.docx	
Source Envelope:	
Document Pages: 4	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Enabled	Andrea Larson
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	11943 Sunset Hills Rd
	Reston, VA 20190
	andlarson@kingcounty.gov
	IP Address: 198.49.222.20

Record Tracking

Status: Original 10/4/2021 9:16:19 AM	Holder: Andrea Larson andlarson@kingcounty.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: FedRamp	
Storage Appliance Status: Connected	Pool: King County-King County Executive Office-Office of Labor Relations	Location: DocuSign

Signer Events

David Scontrino
david.scontrino@kingcounty.gov
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
David Scontrino
E4FDEA1D894E41C...

Signature Adoption: Pre-selected Style
Using IP Address: 146.129.66.139

Timestamp

Sent: 10/4/2021 9:20:38 AM
Viewed: 10/5/2021 5:38:59 AM
Signed: 10/5/2021 5:39:14 AM

Electronic Record and Signature Disclosure:

Accepted: 10/5/2021 5:38:59 AM
ID: 69c06d9a-cfa1-46f8-a9b3-b985c7cfb893

Megan Pedersen
megan.pedersen@kingcounty.gov
Labor Relations Director
King County Executive Department-OLR
Security Level: Email, Account Authentication (None)

DocuSigned by:
Megan Pedersen
9063C72F4F6348F...

Signature Adoption: Pre-selected Style
Using IP Address: 97.113.200.98

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Viewed: 10/5/2021 10:52:00 AM
Signed: 10/5/2021 10:52:17 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	10/5/2021 10:52:00 AM
Signing Complete	Security Checked	10/5/2021 10:52:17 AM
Completed	Security Checked	10/5/2021 10:52:17 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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To advise King County Sub Account - Office of Labor Relations of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at bmconnaughey@kingcounty.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to bmconnaughey@kingcounty.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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- Until or unless you notify King County Sub Account - Office of Labor Relations as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by King County Sub Account - Office of Labor Relations during the course of your relationship with King County Sub Account - Office of Labor Relations.