

## Memorandum of Agreement

By and Between

King County

and

The King County Coalition of Unions

**Subject: 2021 COVID-19**

### **Background:**

In March 2020, King County (“County”) and the King County Coalition of Unions (“Unions”) engaged in negotiations to mitigate the effects from the COVID-19 pandemic and the resulting state of emergency declared by King County Executive Dow Constantine. On April 7, 2020 the parties reached an agreement that provided for paid leaves and working conditions that mitigated impacts on employees due to COVID. The parties, recognizing that the pandemic and state of emergency will continue into 2021, have agreed to the continuation of some terms and condition of the April 7, 2020 Memorandum of Agreement (MOA) that were scheduled to expire no later than December 31, 2020.

### **Agreement:**

**A.** The terms and conditions of this MOA apply to all units in the Executive Branch of government. Only Sections B, C, D, E and J apply to the District Court, Superior Court, Prosecuting Attorney’s Office, and King County Council branches of county government:

**B.** The parties expressly agree the terms and conditions enumerated below modify the Master Labor Agreement and its Appendices (MLA).

**C. Paid Administrative Leave (PAL).** The County will, subject to supervisor approval,\* allow employees to use PAL, up to a maximum of eighty (80) hours, prorated to reflect their full-time work hours (e.g., 40, 36, 35), only for absences listed below from April 1, 2020, for employees on semi-monthly payroll, and April 4, 2020, for employees on biweekly payroll, to no later than June 30, 2021 for employees on semi-monthly payroll, and June 25 for employees on biweekly payroll. These timelines may be extended at the discretion of the King County Executive with notice to the Unions. Part-time employees are eligible for a prorated amount based on their average biweekly hours. PAL is not available for short-term temporary employees and interns. Partial days for salaried employees are ONLY permitted if for childcare and other FMLA-qualifying reasons. and must be paired with hours worked or other leaves, so that the employee is paid for the entire day.

1. Employees who are sick with COVID-19 or taking care of eligible family members with COVID-19;
2. Employees who are sick with COVID-19 symptoms and must stay home;

3. Employees who fall into CDC high risk categories who cannot telecommute and do not want to come into the workplace;
4. Employees who are not high risk but are directed by a Health Officer or qualified medical professional to quarantine because of potential exposure to COVID-19 and who cannot telecommute; and
5. Employees who are home because their child's school or childcare facility is closed due to COVID-19 and who are unable to work or telecommute.

\*Supervisors will approve the leave if the employee meets the criteria under #1 or #2. Approval for leave under the criteria for #3, #4, and #5 is dependent on factors such as CDC guidelines, operational needs, staffing levels, and designation as first responder or mission critical.

**D. Emergency Donated Leave Program.** The County has created a leave donation program focusing on the COVID-19 emergency that allows employees to donate sick and vacation leave to a bank to support other employees in need. This program will run parallel to, and is not a substitution for, the existing donated leave program, which allows comprehensive leave eligible employees to donate directly to another comprehensive leave eligible employee. (Eligibility requirements and guidelines for the Emergency Donated Leave Program can be found under the *Temporary COVID-19 Personnel Policy*.)

**1. Limitation on Donations:**

**a.** Donors must have at least 100 hours of their accrued sick leave in their sick leave bank following the donation.

**b.** Due to budget and other considerations, the County requires the department director's approval for donations over 80 hours of sick leave and/or 80 hours of vacation leave in a calendar year.

**E. Worker's Compensation.** All employees who test positive for COVID-19 and who believe they contracted the virus on the job should file a worker's compensation claim.

**F. Telecommuting.** The County shall make all reasonable attempts to have employees telecommute. No request from employees to telecommute shall be unreasonably withheld. The County will also endeavor to accommodate employees in high risk categories or who have immediate family in high risk categories to limit their exposure to the general public and co-workers.

**G. Flexibility.** The County shall have flexibility in assigning employees to different job classifications and functions. Employees shall not be required to perform work that would be unsafe due to being unqualified for that job function or classification. At no time shall an employee be paid less while redeployed to another job classification or function.

**H. Short-Term and Term Limited Employees.** If any short-term temporary and term limited employee's service is temporarily suspended due to the operational impacts of COVID-

19, that employee may be reinstated into their previous position when operations re-open, as determined by the appointing authority, and in accordance with applicable policies and procedures.

**I. Personal Protective Equipment (PPE).** The County shall make every effort to ensure that employees are supplied with the proper PPE required for their position. Employees will also be permitted to use their own personal PPE equipment on the job; provided, the PPE equipment does not interfere with their duties and is appropriate for the workplace.

**J. Pandemic Parking Reimbursement Extension.** From January 1, 2021 through July 5, 2021, employees assigned to work in a downtown Seattle county building shall have one daily parking fee reimbursed for each day worked when they park in at the Goat Hill or King Street garages.

The terms and conditions of this Agreement expire at such time the King County Executive rescinds the declared state of emergency or on the dates provided herein, whichever occurs first, unless the parties agree otherwise.

**King County:**

BY *Megan Pedersen*  
**Megan Pedersen – Labor Relations Director**

Jan 8, 2021  
**DATED** \_\_\_\_\_

BY *Robert S. Railton*  
**Robert Railton – Deputy Director, Labor Relations**

Jan 11, 2021  
**DATED** \_\_\_\_\_

**King County Coalition of Unions:**

BY *Denise M Cobden*  
Denise M Cobden (Jan 8, 2021 10:34 PST)  
**Denise Cobden, PROTEC 17**

Jan 8, 2021  
**DATED** \_\_\_\_\_

BY *Michael Gonzales*  
Michael Gonzales (Jan 8, 2021 11:49 PST)  
**Michael Gonzales, Teamsters 174**

Jan 8, 2021  
**DATED** \_\_\_\_\_