

**Memorandum of Agreement
Between
Skagit County, Washington
and
PROTEC17**

- A In accordance with Governor Inslee’s Proclamation 21-14.1 announced on August 9, 2021, and including Policies promulgated from various Government Agencies, Skagit County Officials have adopted several policies that require that all personnel employed who are working under state contracts on-site at state agencies, all health care providers and employees working in a health care setting, and childcare programs to be fully vaccinated against COVID-19.
- B Additionally, employees working in a County Department or Office that requires employees be fully vaccinated are also impacted by such vaccination requirements.
- C In furtherance of the County’s commitment to laws requiring reasonable accommodation for employees in their employment with Skagit County, the County has promulgated self-reporting forms regarding vaccination and Forms for employees seeking Medical Accommodation and Religious Exemption Accommodation.
- D PROTEC17 has requested to bargain regarding the vaccination requirements.
- E The Parties have met and bargained.

NOW THEREFORE IT IS AGREED:

I. Reasonable Accommodation and Exemption Process:

- a. All requests for reasonable accommodation and religious exemptions will be processed according to Skagit County Human Resources Policies and applicable Federal and State laws. The Employer, through Human Resources shall maintain the confidentiality of employees’ medical information, including vaccination status, as required by all applicable laws.
- b. Employees seeking a religious or medical exemption can submit the request for exemption to their Human Resources Representative at any time but are encouraged to submit it no later than five (5) days prior to the deadline. To the extent a request is received after that date, Human Resources will continue processing eligible requests.
- c. The Employer will issue a final determination on all exemption requests within five (5) business days of receipt of a completed request. In the case the processing of a reasonable accommodation request will exceed five (5) business days, the employee will be notified with an estimated completion date. If the Employer cannot temporarily reasonably accommodate an employee and the completion date is past the deadline, then the affected employee may use their available and appropriate leaves if the timeline extends past the deadline for vaccination.” Only Human Resources staff who are bound to protect confidential and

sensitive information will handle and process reasonable accommodation and exemption documentation.

- d. Employees who request a medical or religious exemption will be afforded the County's reasonable accommodation process. The Employer and the employee will engage in an interactive process and the Employer will attempt to accommodate the employee in their current position.
- e. If an employee's exemption request is denied or a reasonable accommodation is not available, the employee shall be provided up to forty-five (45) business days to become fully vaccinated. The employee could take leave without pay or utilize available leave banks, according to leave policy, during this time.

II. Compliance, Impacts, and Incentives:

- a. Employees suffering from side-effects within forty-eight (48) hours of receiving a COVID-19 vaccine will be able to use accrued leave time or leave without pay for any additional time needed for this purpose.
- b. Employees who are fully vaccinated as of the deadline or exempt from receiving the vaccination under law and who subsequently are diagnosed with any variant of COVID-19 shall receive up to eighty (80) hours of paid administrative leave for the period of required isolation.
- c. If the employee's accrued sick leave is at risk of falling under forty (40) hours, they may qualify for shared leave in accordance with article 9.8 of the Collective Bargaining Agreement if they are required to isolate or quarantine and the employer is unable to accommodate an alternative work assignment
- d. Any employee that has received at least one vaccination by the deadline, may use leave without pay or accrued leave according to leave policy, for up to thirty (30) calendar days to become fully vaccinated.
- e. Leave without pay taken in accordance with this section will not impact seniority dates
- f. The employer shall continue to provide appropriate PPE to employees, including any ADA reasonable accommodation, at no cost to employees.
- g. Employees that provide documentation establishing that they are not eligible for the vaccine will be subject to a temporary reasonable accommodation.

- h. In the event the County shall adopt any COVID-19 related incentives or considerations in addition to what is contained herein, such incentives or considerations shall apply to all PROTEC Bargaining Units
- i. Nothing shall be retroactive.

III. Conditions of Employment

- a. As an alternative to separation due to the employee's inability or unwillingness to fulfill a vaccine mandate, any employee may elect to retire or resign employment. The employee may use accrued appropriate leave according to leave policy, as allowable until their retirement date.
- b. If an employee has not initiated an accommodation or exemption request and fails to provide proof of vaccination by the deadline will be subject to separation.
- c. Any employee who is separated due to the employee's inability or unwillingness to fulfill a vaccine mandate shall qualify for recall rights with proof of vaccination and notification to HR, as modified by this agreement but in line with any Collective Bargaining Agreement that applies.
- d. Any employee who is separated due to the employee's inability or unwillingness to fulfill a vaccine mandate shall suffer no loss of leave entitlements including any entitlement to cash out such benefits. Affected employees may use any paid leave benefits, according to policy, prior to the date of separation.
- e. Employees on approved leaves of absence beginning on or before the deadline, who are not scheduled to return to work until after the deadline, will have to become fully vaccinated or acquire an exemption before returning to work.
- f. The County agrees to meet as soon as practicable should it appear that any modification is required, including booster shots, that will become a requirement of continued employment.

IV. Grievance Procedure

- a. Any grievance pertaining to provisions in the Memorandum of Understanding will start at Step 2 of the grievance process contained in the parties' Collective Bargaining Agreement as modified by this agreement.

V. Duration

- a. This agreement shall be effective upon signature and shall continue through the end of any legally applied mandate and/or declaration. However, the parties may mutually agree to meet to modify the agreement, as necessary.

EXECUTED THIS _____ DAY OF October 2021

FOR PROTEC17

Skagit County, Washington
Board of County Commissioners

Alexis Young
PROTEC17 Representative

Ron Wesen, Commissioner

Peter Browning, Commissioner

Karen Estevenin,
PROTEC17 Executive Director

Lisa Janicki, Commissioner

ATTEST:

Clerk of the Board
Skagit County Board of Commissioners