

Memorandum of Understanding

COVID-19 Vaccination Policy

KING CONSERVATION DISTRICT

AND

THE WASHINGTON FEDERATION OF STATE EMPLOYEES

Effective on the Date Ratified by Both Parties through December 31, 2022

The purpose of this MOU is to clearly identify the rules and responsibilities of each party as they relate to King Conservation District's COVID Policy and Guidelines.

In particular this MOU is intended to:

- Align with KCD Policy & Guidelines
- Align with CDC Guidelines
- Align with Washington State COVID Mandate
- Align with King County COVID Guidelines
- Align with Articles 2, 8.9, 18 and 35.1 of the CBA

Background:

COVID-19 continues as an ongoing and present threat in Washington State. COVID-19 vaccines are effective in reducing infection and serious disease, and widespread vaccination is the primary means we have as a state to protect everyone. King Conservation District as an employer and public facing organization has a duty to provide and maintain a workplace that is free of recognized hazards, and to safeguard the health, safety and well-being of District employees and their families, as well as visitors to and customers of the District, and the general public the District serves.

As a result of the above noted situation and consistent with action taken by both Washington State and King County in implementing mandatory vaccination policies for public employees to help combat the infectious spread of COVID-19, all workers of King Conservation District are now required to become fully vaccinated or covered by an exemption in accordance with the District's Vaccination Policy.

In recognition of the above, the parties agree to the following:

All workers will take the necessary steps to be fully vaccinated by March 28th, 2022 or have applied for a medical or religious accommodation, unless otherwise authorized under this agreement. For the purposes of this agreement, a worker will be considered fully vaccinated upon receiving the second dose

of the Pfizer or Moderna vaccine, a combination of two doses of the Pfizer and Moderna vaccines, or upon receiving a single dose of the Johnson and Johnson vaccine. The definition of fully vaccinated may later include FDA-approved booster shots. The parties agree to meet within thirty (30) days of any announcement that booster shots will become a requirement for continued employment, if requested, and bargain the impacts in good faith to achieve the health and safety goal.

1. Exemption Process

- a. The District will provide workers with instructions and a list of all necessary materials that need to be submitted to process an exemption within three (3) business days of request. Exemption instructions and materials will also be posted immediately with an email notice to all staff.
- b. Workers will submit their exemption form, in writing, as soon as possible if they wish to request a medical or religious exemption. The District requests and the union encourages workers to submit completed necessary materials no later than March 7th, 2022 to allow for the best chance of their requests being processed in time. However, to the extent that requests are received after that date, the District will continue to expeditiously process requests received up to March 28th, 2022.
- c. Workers whose exemption requests are not approved will secure any necessary vaccination appointment(s) and provide verification of being fully vaccinated by March 28th, 2022 or be subject to non-disciplinary separation (unless reflected in the extension process below).
- d. Only HR staff or staff who are bound to protect confidential and sensitive information will handle and process exemption documentation. All information disclosed to the District in the exemption process will be kept confidential. This information will only be accessed by the District on a need-to-know basis.

2. Accommodations for medical or religious exemptions

- a. Workers who are approved for a medical or religious exemption will automatically proceed to the accommodation process. The District will conduct a diligent review and search for possible accommodations. Workers requesting accommodation must cooperate in discussing the need for and possible form of any accommodation.
- b. The District agrees to follow all policies and contract language regarding discrimination throughout the process.
- c. Consistent with current practice, all information disclosed to the District during the accommodation process will be kept confidential. This information will only be accessed by the District on a need-to-know basis.
- d. Upon request, a worker will be provided a copy of their accommodation information that is maintained by the District.
- e. The District will determine whether a worker is eligible for an accommodation and the final form of any accommodation to be provided. The District will attempt to accommodate the worker in their current position prior to looking at accommodations in alternative vacant positions.

- f. In the event that an accommodation is not available for a worker with an approved medical or religious exemption, they will be subject to non-disciplinary separation.

3. Paid leave

- a. The District will provide up to 4 hours per worker to become fully vaccinated.
- b. If a worker misses work due to side effects of the COVID-19 vaccine, the District will permit them to take sick time off for the missed hours of work.
- c. If a worker's missed work-time, due to the side effects of the COVID-19 vaccine, is deemed compensable by LNI, Article 35.1 of the CBA applies.

4. Conditions of Employment

- a. If a worker has not initiated an exemption request and fails to provide proof of vaccination by March, 28th 2022, the worker will be subject to non-disciplinary separation.
- b. Workers who are terminated shall be eligible for re-hire upon becoming fully vaccinated within 3 months post termination.

No agreements made within this Memorandum of Understanding are meant to alter any other term or condition included in the Collective Bargaining Agreement beyond any specific agreement entered into here. This is a non-precedent setting agreement. Nothing in this agreement prevents the parties from entering into negotiations about additional and unforeseen impacts of the COVID-19 pandemic.



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King Conservation District

/s/James Dannen

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