

**Memorandum of Agreement
By and Between
King County
And
Professional and Technical Employees, Local 17 (PROTEC17)
Departments: Public Health, Community and Human Services
[060]**

Subject: COVID-19 Emergency - COVID Care Sites Staffing Agreement

Principles:

1. The parties share a mutual interest in assuring the health and safety of patients, clients, families, staff and the community during the COVID-19 pandemic.
2. Medical Assistants and other healthcare workers are on the front lines in the delivery of essential health services to patients in need.
3. King County (the County) is committed to advancing employee safety and protecting its healthcare workers during the COVID-19 disease outbreak response effort. The Health Officers of Seattle-King County Public Health will consider safety recommendations and requirements set forth by the Washington State Department of Health, the Center for Disease Control, and the World Health Organization when developing appropriate protocols to safeguard County healthcare workers.
4. The parties wish to work together to take reasonable steps to protect patients, clients, families and staff from unnecessary exposure to communicable diseases, including COVID-19.

Background:

Seattle-King County Public Health and other agencies are rapidly expanding their healthcare response capacities to address the COVID-19 pandemic. To advance the COVID-19 response effort, Public Health has reduced and suspended various non-essential programs to allow staff and resources to be reallocated to fulfill critical emergency functions in the fight against COVID-19. One key component of the response strategy is to outfit, staff, and operationalize multiple new community-based Quarantine/Isolation sites and Assessment Center/Recovery Center sites (collectively referred to herein as COVID Care Sites) in vacant motels, modular units, and other suitable locations identified by King County. Thus far, the County has identified COVID Care Site locations in Kent, Aurora, Issaquah, Shoreline, Bellevue, and Sodo. Additional new COVID Care Sites, including within the County's jail facilities, may be designated, and may become operational based on how the pandemic unfolds locally, and the corresponding scale of need.

The purpose of this Agreement is to establish emergency staffing terms for County employees represented by the Professional and Technical Employees, Local 17 (referred to herein as “**Employees**”) who are redeployed to quickly and effectively meet evolving community needs during the pandemic.

The COVID Care Sites will serve individuals who have COVID-19 symptoms with pending test results, and those who are COVID-19 positive, and are unable to isolate or quarantine where they normally reside. These sites will serve vulnerable and at-risk members of our community by providing a safe place to receive basic medical treatment, recover from COVID-19 related illness, and minimize further COVID-19 transmission in the community. A large percentage of the patients referred to these sites will be people who have been living homeless, in shelters, or in supported housing, and who may have complex physical and behavioral health conditions. There will be multidisciplinary healthcare teams at COVID Care Sites to support patients and each other.

Public Health has also activated other key organizational structures to help lead the County's COVID-19 response effort, including: the Health Management Area Command (HMAC), King County Novel Coronavirus Call Center, and implementation of Continuity Of Operations Plans (COOP) to ensure essential services are delivered.

The County will strive to identify Employees who are able to voluntarily agree to redeployment for COVID-19 related positions whenever possible, but involuntary redeployments may be necessary in some cases. Employee redeployments may involve temporary changes to an Employee's body of work, workdays, work hours, FTE level, and work location. The parties also understand the County may draw from any and all potential sources of healthcare personnel during the pandemic (e.g., agencies, hospital partners like Kaiser, volunteer networks) to support the response effort.

Agreement:

1. Employee Redeployment Selection Process:

The County will determine which Employees may be subject to *temporary* redeployment during the pandemic response. In most circumstances, the County will rely upon Employees who voluntarily accept redeployment assignments or upon external staffing resources. In some circumstances, *temporary* involuntary redeployment of Employees may be necessary.

The County recognizes Employee interests in work schedule predictability and stability, and will incorporate those interests to the extent feasible while developing healthcare staffing plans.

The following *temporary* Employee redeployment selection process will be used during the COVID-19 emergency response:

A. Voluntary Job Redeployment: The County will attempt to solicit Employee volunteers agreeable to meeting the needs at COVID Care Sites, HMAC, COOP, when feasible. Additionally, the County may use other qualified healthcare external personnel resources to fulfill staffing needs. The County will, as soon as possible, develop a plan to solicit Employee volunteers using various resources (e.g., text, email).

B. Involuntary Job Redeployment:

(1) COVID Care Sites Involuntary Redeployment. In the event the County is unable to adequately staff COVID Care Sites through voluntary agreement or by other qualified external personnel resources, the County will select Employees for involuntary redeployment.

a. Selection shall be based on the least senior, qualified, and available Employees in the bargaining unit among needed classifications for redeployment as determined by the County.**

b. The County will determine the size (i.e., number of Employees) of any involuntary redeployment pools (e.g., worksite, program, or division) of qualified Employees who could be available at a particular time and who could be subject to redeployment by inverse seniority,** in order to meet the emergency staffing need.

c. The County will make every effort to provide as much notice as possible to employees who are selected for involuntary redeployment. Employees will receive at least three (3) calendar days advance notice prior to the effective date of their *first* involuntary deployment to a COVID Care Site, unless there is an immediate need to respond to an emergency patient(s) health need. In a patient health emergency, the County will provide as much notice as possible to the Employee about such change when it is less than three (3) calendar days' notice.

d. Redeployments that result in a temporary change in FTE level will not trigger any bumping rights.

** No employee will be required to work at a COVID Care Site if they or a household member disclose information that they or their household member are at high risk for developing serious COVID 19 illness, as determined by CDC Guidelines.

If the Employee is unable to be redeployed to a COVID Care Site due to the above restrictions, the employee may be involuntarily deployed to any HMAC/COOP role as determined appropriate by the County.

(2) HMAC/COOP Involuntary Redeployment. Selection of involuntary redeployment to HMAC or COOP will be based on operational need, and on who is qualified and available to fulfill the role expeditiously as determined by the County.

2. Employee Redeployment Notice:

After a selection decision is made concerning an Employee redeployment (voluntary or involuntary), the employee will receive written notice of their new redeployment assignment. The County will provide the Employee with information about the new assignment with as much advance notice as possible to the Employee, and a three (3) calendar day notice minimum for initial involuntary redeployment to a COVID Care Site, unless there is an immediate need to respond to an emergency patient(s) health need. In a patient health emergency, the County will provide as much notice as possible to the Employee about such change when it is less than three (3) calendar days' notice. Notice to the employee will consist of the following information:

A. Effective date of new assignment (and potential end date if available)
Work Schedule (days/hours of work if available);

B. Work FTE;

C. Work Location(s);

D. Position description (including qualifications/education requirements and essential job functions) and applicable written protocols and policies. Employees with questions about COVID Care Site facility-specific orientation and training plans or job-related questions should contact the site supervisor.

E. Supervisory report contact (email/phone number); and

F. Rest and meal periods will be provided in accordance with state law.

3. Subsequent Change to Redeployment Assignments (Work Hours, Workdays, FTE, and Work Location(s)):

A. Involuntary change to redeployment assignment. In the event voluntary redeployment is not feasible, the County may involuntarily redeploy an Employee to meet operational needs (i.e., change in work assignment, hours, days, FTE level, and location). The County will make every effort to provide as much notice as possible to employees who are selected for involuntary redeployment. A minimum of three (3) calendar days' notice will be provided to the Employee during the declared emergency. If a redeployment change is needed to respond to an emergency patient(s) health need, the County will provide as much notice as possible to the Employee about such change when it is not possible to provide a full (3) calendar days' notice.

4. COVID Care Sites (voluntary and involuntary assignments):

The new community-based Quarantine/Isolation sites and Assessment Center/Recovery Center sites (COVID Care Sites) are a critical component of the County's COVID-19 response strategy.

The *temporary* employment terms for Employees assigned to work at the COVID Care Sites during the pandemic response effort are as follows:

A. ORIENTATION AND TRAINING. The County will provide all necessary orientation and training to employees assigned to work at COVID Care Sites. Medical Assistants, among others, are responsible for direct patient care and, as such, all Medical Assistants who are redeployed will receive orientation and training to safely care for the assigned patients. Minimum orientation/training includes: 1) correct use and fitting of personal protective equipment; 2) geography of the work area; 3) location/use of supplies/equipment; 4) healthcare team contact information; 5) shift routines; 6) required documentation; 7) safety procedures; 8) unit/area-specific protocols; and 9) partnering with a more experienced medical assistant as a resource, if possible.

B. PERSONAL PROTECTIVE EQUIPMENT (PPE). The County shall provide appropriate PPE to Employees assigned to COVID Care Sites, including triage protocols around scarce resources, at all times.

C. SECURITY. Security personnel will be provided at all COVID Care Sites to ensure the safety of Employees on site in the facilities.

D. COMPENSATION

(1) 25% COVID CARE SITE DIRECT PATIENT CARE PREMIUM: All Medical Assistants redeployed (voluntary/involuntary) to assignments where they are required to physically work in a designated King County COVID Care Site with direct patient care responsibilities will be paid a premium of 25% above their base rate of pay for only actual hours worked as provided herein. For purposes of this Agreement, “direct patient care” shall be defined as direct administering of bedside care to COVID-19 patients and treating the bodies of COVID-19 patients. Only Medical Assistants with direct patient care responsibilities whose assigned work location is a COVID care site, as formally identified by the County, are eligible for the COVID Care Site Direct Patient Care premium. Jail Health Services may designate COVID-19 isolation and quarantine unit(s) within jail facilities, and Medical Assistants assigned to provide direct patient care in those units are also eligible for the premium on actual hours worked in COVID-19 IQ Units.

The COVID Care Site Direct Patient Care premium shall not apply to any paid leave hours while assigned to the COVID Care Sites, including designated COVID isolation and quarantine units within jail facilities.

The parties may add classifications, if mutually agreed, that would be eligible for COVID Care Site Direct Patient Care premium.

a. Any applicable premium pays in the CBA shall also apply in conjunction with the COVID Care Site Direct Patient Care premium, except the limitation in the parties CBA of 17.4(C) shall not apply for the duration of COVID Care Site redeployments, and 17.4(E) shall apply such that when weekend(s) hours are worked, affected employees will be awarded the (1) hours of compensatory time for each weekend worked.

b. The effective date of the 25% COVID Care Site Direct Patient Care Premium for retroactive pay purposes only shall be the first calendar day that Medical Assistants voluntarily worked at the Kent COVID Care Site (approximately March 13, 2020).

(2) 5% COVID CARE SITE PREMIUM: With the exception of Medical Assistants, all Employees redeployed (voluntary/involuntary) to physically work in a designated King County COVID Care Site will be paid a premium of 5% above their base rate of pay for only actual hours worked as provided herein. Only employees whose assigned work location is a COVID care site, as formally identified by the County, are eligible for the COVID Care Site premium. The COVID Care Site premium shall not apply to any paid leave hours while assigned to the COVID Care Sites.

a. Any applicable premium pays in the CBA shall also apply in conjunction with the COVID Care Site premium.

b. The effective date of the 5% COVID Care Site Premium for retroactive pay purposes only shall be the first calendar day Employees voluntarily worked at the Kent COVID Care Site (approximately March 13, 2020).

E. MANDATORY OVERTIME. Bargaining unit employees covered by this agreement may be subject to work mandatory overtime during the declared COVID 19 emergency.

F. LABOR-MANAGEMENT. The parties will hold weekly meetings to discuss issues related to the operation of the COVID Care sites, to identify areas of concern and potential improvement, and to discuss potential solutions.

5. No article of this Memorandum of Agreement will supersede the Memorandum of Agreement covering COVID-19 between King County and the King County Coalition of Unions, except for the provisions described and agreed to above.

6. Duration of Agreement:

A. Duration. This Agreement shall be effective upon signature of all parties and may be terminated by the County at any time, in full or in part, after the County's declaration of emergency for COVID-19 has concluded. Notice of such termination shall be provided to the Union. The COVID Care Site Direct Patient Care Premium and COVID Care Site Premium provided in this Agreement are subject to full and final ratification by each of the parties. Following ratification and as soon as administratively possible, the premiums shall be applied retroactively as provided in this Agreement.

For Professional and Technical Employees, Local 17:



Lorelei Walker
Union Representative

4/27/2020

Date

For Professional and Technical Employees, Local 17:



Karen Estevenin
Executive Director

04/27/2020

Date

For King County:



Angela Marshall
Labor Relations Negotiator - Senior
Office of Labor Relations
King County Executive Office

4/27/2020

Date