

# ATTACHMENT A

**Memorandum of Agreement**  
**By and Between**  
**King County**  
**and**  
**Washington State Nurses Association - Supervisors and Managers –**  
**Department of Public Health**

**Subject: COVID-19 Testing**

**Background:**

Seattle-King County Public Health and other agencies are rapidly expanding their healthcare response capacities to address the COVID-19 pandemic. One key component of the response strategy is to conduct COVID-19 nasal and blood testing, otherwise known as nasopharyngeal culture swabbing or serology antibody blood testing, on individuals in the community and in the workplace.

The purpose of this Agreement between King County (the County) and the Washington State Nurses Association (the Union) is to establish terms for County employees (FLSA exempt and non-exempt) represented by the Union, who are referred to herein as “**Employees**” and who are performing COVID-19 testing during the pandemic.

**Agreement:**

**1. COVID-19 Testing Premium.** Employees responsible for conducting nasopharyngeal culture swabbing and/or serology antibody blood testing, or similar medical procedures used to test individuals for COVID-19 or COVID-19 antibodies, will be paid a premium of 5% above their base rate of pay for actual hours worked as provided herein. Employees are only eligible to receive the COVID-19 Testing Premium while assigned to do testing work, which assignments may include full or partial workdays. In addition, the COVID-19 Testing premium shall not apply to any paid leave hours and shall not apply if the employee is eligible to receive a different COVID Premium (i.e., no stacking of COVID premiums).

**A.** Any applicable premium pays in the collective bargaining agreement (CBA) shall also apply in conjunction with the COVID-19 Testing premium, except as noted herein.

**2. Duration of Agreement:**

**A. Duration.** This Agreement shall be effective retroactive to the first calendar day that Employees began administering COVID-19 testing (approximately March 16, 2020) and

may be terminated by the County at any time it decides to cease testing as provided for under this Agreement. Notice of such termination shall be provided to the Union. This Agreement is subject to full and final ratification by each of the parties.

For the Washington State Nurses Association –  
Supervisors and Managers:



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Danielle Franco-Malone  
Partner, Barnard Iglitzin & Lavitt LLP

June 2, 2020

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Date

For King County:



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Andre Chevalier  
Labor Relations Negotiator  
Office of Labor Relations  
King County Executive Office

June 2, 2020

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Date