

**Memorandum of Understanding
To the Agreement by and between
City of Kirkland and
AFSCME Local #1837**

Revised COVID Vaccination Incentive Program

July 15, 2021

This Memorandum of Understanding (MOU) is supplemental to the Collective Bargaining Agreement (CBA) by and between the City of Kirkland, Washington, hereafter referred to as the "Employer", and AFSCME Local #1837.

Recognizing the Center for Disease Control (CDC) approved vaccines are the best defense against contracting the COVID-19 virus and that they also protect vaccinated individuals from becoming severely ill if they become infected with the virus, the City is offering the following COVID Vaccination Incentive Program to members of the Union to encourage employees to be vaccinated as well as to thank those who chose to receive the vaccination(s): **The deadline to apply for the COVID Vaccination Incentive Program is being extended to August 2, 2021 with the following criteria needing to be met:**

- Employee(s) provide verification of vaccination. Vaccination is defined as having had two shots of either the Moderna or Pfizer vaccine or one shot of the Johnson and Johnson vaccine.
 - Any employee who provides proof of at least one shot prior to August 2nd, may apply for the incentive. The incentive will not be awarded until the employee has provided proof of the second shot to HR.
 - Employees that have applied for and been awarded the incentive, will not have to re-apply.
 - Employees currently assigned ten (10) hour shifts will be afforded ten (10) hours of leave time. Employees currently assigned eight (8) hour shifts will be afforded eight (8) hours of leave time.
1. Employees who present proof of vaccination to the City's Human Resources (HR) Department by July 15, 2021 will have the choice to receive either a \$300 contribution to their HRA VEBA or an additional eight (8) hours of vacation leave. The additional HRA VEBA contribution or vacation hours will be added to the second paycheck following proof of vaccination and the employee conveying their incentive selection to HR in writing*. Employees who have already been vaccinated and have already provided proof of vaccination, will also be eligible for the incentive.
 2. COVID safety rules and precautions, to include but are not limited to social distancing, mask protocol and other work rules will continue to be determined by the Employer. Changes are announced by the Employer as they occur.

The parties agree that nothing contained in this MOU creates a past practice and that the MOU is not precedent setting in any way.

Signature in Counterpart and Facsimile Procedures: This MOU may be executed in counterparts and, when signed by all parties, shall be binding upon the parties. Transmission of this MOU by facsimile machine or email showing the original signature of a party shall be considered an original signature and shall be binding upon the signatory party.

This MOU is effective immediately upon signature by all representatives and the parties acknowledge and agree to the terms and conditions set forth in this MOU as evidenced by the signatures of the applicable parties below.

Signed this 29 day of July, 2021.

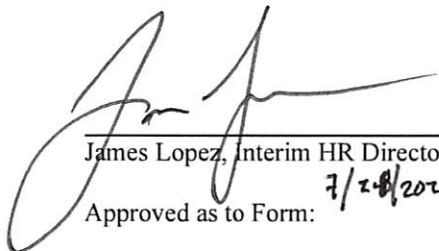
FOR THE CITY:

FOR THE UNION:


Kurt Triplett, City Manager, COK

DocuSigned by:

ES132779F48742F
Shannon Sedlacek, Pres, AFSCME local 1837


James Lopez, Interim HR Director, COK
Approved as to Form: 7/28/2021


Bill Keenan, Council 2


Kevin Raymond
City Attorney