

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU 1948 OF THE _____ CHAPTER OF PUBLIC SCHOOL EMPLOYEES, AND THE _____ SCHOOL DISTRICT PURSUANT TO ARTICLE ____ AND SECTION ____ OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

The following *Memorandum of Understanding* is made and entered into regarding the impact of working conditions due to the current COVID-19 pandemic. In all cases, strict compliance with all relevant District safety and health rules will be an essential function of each employee's job.

1. **Employees Quarantined Due to Possible Exposure to COVID-19:** Employees who have been directed by a public health agency to quarantine at home due to possible exposure to COVID-19 may not come to work at a District work site and may access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:
 - a. Emergency Paid Sick Leave (EPSL) under the federal Families First Coronavirus Response Act (FFCRA), provided such leave is available at the time of the incident (currently scheduled to sunset on 12/31/20) for up to eighty hours over ten (10) work days or fourteen (14) calendar days if the quarantine was due to reported exposure at a District work site; or other paid leaves identified below if the quarantine was due to reported exposure elsewhere;
 - b. Alternative assignment for work/services which may be provided from home, if available (see paragraph 10 below);
 - c. Leave for illness, injury or emergency;
 - d. Personal leave and/or vacation leave once all other leaves become exhausted
 - e. Unpaid leave of absence for the period of the quarantine; and
 - f. Unemployment benefits, provided the employee qualifies for such benefit.

2. **Employees with COVID-19/Suspected COVID-19:** Employees who have been diagnosed with COVID-19, or are experiencing symptoms of COVID-19 and are seeking a medical diagnosis, may not come to work at a District work site and may access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:
 - a. Emergency Paid Sick Leave (EPSL) under the federal Families First Coronavirus Response Act (FFCRA), provided such leave is available at the time of the incident (currently scheduled to sunset on 12/31/20);
 - b. Leave for illness, injury or emergency;
 - c. Shared leave;
 - d. Personal leave and/or vacation leave (after all other such leave has been exhausted).

- e. Washington Paid Family Medical Leave (PFML), up to the employee's regular daily salary by other paid leaves identified herein;
 - f. Worker's compensation (Under certain circumstances, claims from health care providers and first responders involving COVID-19 may be allowed. Other claims that meet certain criteria for exposure will be considered on a case-by-case basis.)
 - g. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
 - h. Unpaid leave of absence for the period of the temporary disabling condition;
 - i. Long-term disability benefits; and
 - j. Unemployment benefits, provided the employee qualifies for such benefit.
3. **Employees Caring for Someone with COVID-19/Suspected COVID-19:** Employees who are caring for an individual who is subject to quarantine because that individual has been diagnosed with COVID-19, or is experiencing symptoms of COVID-19 and is seeking a medical diagnosis, may not come to work at a District work site and may access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:
- a. Alternative assignment for work/services which may be provided from home, if available (see paragraph 10 below);
 - b. EPFML, provided the employee qualifies for such leave.
 - c. Leave for illness, injury or emergency;
 - d. Shared leave;
 - e. Personal leave and/or vacation leave should all other leaves become exhausted
 - f. Washington Paid Family Medical Leave (PFML), up to the employee's regular daily salary by other paid leaves identified herein;
 - g. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
 - h. Unpaid leave of absence
4. **Higher Risk Employees:** Employees who are at higher risk of severe illness or death from COVID-19 [as that term is defined by the Governor's proclamation] may choose to come to work at a District work site when required by the employee's assignment or may choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:
- a. Alternative assignment for work/services which may be provided from home, if available (see paragraph 11, below);
 - b. EPFML, provided the employee qualifies for such leave.
 - c. Leave for illness, injury or emergency;
 - d. Personal leave and/or vacation leave after all other types of leaves have been exhausted
 - e. Unpaid leave of absence; and
 - f. Unemployment benefits.
5. **Higher Risk Individual in the Employee's Household:** Employees who themselves are not at higher risk but have someone in the household who is at

higher risk of severe illness or death from COVID-19 [as that term is defined by the Governor's proclamation] may choose to come to work at a District work site when required by the employee's assignment or may choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

- a. Alternative assignment for work/services which may be provided from home, if available (see paragraph 11 below);
- b. EPFML, provided the employee qualifies for such leave.
- c. Sick Leave
- d. Personal leave and/or vacation leave after all other leaves are exhausted and
- e. Unpaid leave of absence.

6. **Employees with Children Impacted by School Closure:** An employee who must care for the employee's child because of a school closure or unavailability of the care provider due to COVID-19 precautions may choose to come to work at a District work site when required by the employee's assignment or may choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

- a. Alternative assignment for work/services which may be provided from home, if available (see paragraph 11 below);
- b. EPFML, provided the employee qualifies for such leave.
- c. Leave for illness, injury or emergency;
- d. Personal leave and/or vacation leave after all other leaves are exhausted and
- e. Unpaid leave of absence.

7. **Employees Who Cannot Wear a Mask or Other Required PPE:** An employee whose assignment requires work at a District work site and who cannot wear personal protective equipment (PPE) required for the employee's assignment, including but not limited to a face mask, may choose to access any or all of the following benefits upon presentation of appropriate documentation from the employee's health care provider and under the terms of the applicable collective bargaining agreement (CBA) or law:

- a. Alternative assignment for work/services which may be provided from home, if available (see paragraph 11 below);
- b. Leave for illness, injury or emergency;
- c. Personal leave and/or vacation leave after all other leaves are exhausted
- d. Unpaid leave of absence; and
- e. Other accommodations identified through the interactive process of the Americans with Disabilities Act (ADA) and the Washington Law Against Discrimination (WLAD).

8. **Employees Who Choose to Not Wear a Mask or Other Required PPE:** An employee whose assignment requires work at a District work site and who does not have a documented inability to wear PPE required for the employee's assignment, including but not limited to a face mask, but nevertheless does not

wish to do so, may choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

- a. Personal leave and/or vacation leave
- b. Unpaid leave of absence.

9. **Employees Who Otherwise Choose to Not Work at a District Work Site Due to Concern for Safety:** An employee whose assignment requires work at a District work site and who does not fit within the conditions of paragraphs 1-8 above, may choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

- a. Personal leave and/or vacation leave
- b. Unpaid leave of absence.

Employees who allege their workplace is unsafe are encouraged to immediately report their concerns to their supervisor and/or the workplace safety committee. Such employees may in limited circumstances also have recourse through the Department of Labor & Industries under WAC 296-36-150.

10. **Alternative Work Assignments Provision – Temporary:** When an employee's regular 2020-21 assignment requires work/services at a District work site and the employee cannot work at a District work site on a temporary basis due to conditions under paragraphs 1, 2, or 3 above, the District may offer available work that can be provided remotely from home on the condition that the employee is qualified, prepared, and willing to provide such services. When choosing from among multiple employees for the same available assignment, the District will prioritize employees in the following order:

- a. Employees who hold the appropriate training, licensing, endorsement or other qualifications for the position;
- b. Employees with COVID-19/suspected COVID-19;
- c. Employees quarantined due to possible exposure to COVID-19; and
- d. Employees caring for someone with COVID-19/suspected COVID-19.

If two (2) or more employees qualify for a temporary assignment under the priorities above, the District will award the assignment on the basis of seniority.

11. **Alternative Work Assignments Provision – Remote Assignment:** When an employee's regular assignment requires work/services at a District work site and the employee would prefer to not work at a District work site for the 2020-21 school year due to conditions under paragraphs 4-7 above, the District may offer work that can be provided remotely from home on the condition that the employee is qualified, prepared and willing to provide such services. When choosing from among multiple employees for the same available assignment, the District will prioritize employees in the following order:

- a. Employees eligible for remote assignments under paragraphs 1-3.
- b. Higher risk employees;

- c. Employees with a higher risk individual in the employee's household;
- d. Employees with children impacted by school closure;
- e. Employees who cannot wear a mask or other required PPE; and

If two (2) or more employees qualify for an assignment under the priorities above, the District will award the assignment on the basis of seniority. If a remote assignment is created and assigned to an employee with the expectation that it will continue for the entire school year, the District will not be required to reassign employees previously awarded such assignments in order to accommodate remote assignments for other employees whose need for an alternative assignment arises later in the school year.

12. **Alternative Work Assignments Provision – Temporary assignment to different category of work:** To maximize the District's options for meeting the educational, social, and emotional needs of students in the unusual circumstances of the 2020-21 school year, the Association and District agree to the following limited opportunity for temporary reassignment of employees:
- a. An employee may be temporarily assigned to provide services outside the employee's normal job description if work within the employee's job description is unavailable due to the temporary closure of school facilities;
 - b. Such employee may only be assigned to perform work for which the employee is appropriately trained, licensed (if applicable) and prepared to perform;
 - c. Such assignment shall not, without the employee's agreement, exceed the hours normally assigned to such employee;
 - d. Such employee shall be paid the regular salary, wages and benefits the employee would receive from the employee's normal assignment;
 - e. Such employee's temporary assignment may not result in displacing any other employee performing services within their regular job description;
 - f. Such employees shall not be assigned job duties associated with job classifications with a higher rate of pay than the employee's rate of pay;
 - g. The temporarily reassigned employee will return to return to the employee's original assignment upon resumption of normal school operations, subject to existing contract rights of the District to reduce the workforce and/or reassign employees within the same bargaining unit.
13. **Possible Limitations:** All the contractual, insurance and statutory leave benefits referenced above have specific rules or external agencies that govern their application, and the terms of this agreement will be interpreted consistent with those rules and agencies. Some of the leave entitlements may require documentation from a health care provider. The leave entitlements within the FFCRA (both EPSLA and EFMLA) currently expire December 31, 2020, and the parties agree to meet prior to that date to reconsider whether the leave entitlements above will be amended.

14. All employees required to wear face masks will be provided face masks that meet current WA State Department of Health and/or U.S. CDC guidelines. In addition, surgical disposable masks and plastic face shields will be provided if requested by the employee. The employee must notify the District shall they need a special mask accommodation. The District will make every effort to make the mask accommodation.
15. No employee in a high-risk category as indicated by DOH, L&I and CDC shall be required or expected to assist with health screenings or work in an environment where students are not able or willing to wear face masks and to maintain physical distancing of a least six feet.
16. Employees who are required to have daily interactions with humans in school offices and other similar situations e.g., cashiering during lunch time, shall have the option of having plastic partitions added in their workspace.
17. The District will conduct a comprehensive assessment to identify employees that require higher levels of PPE to ensure safety is the priority. The District will advise each employee on how to request additional PPE.
18. Employees assigned to a work environment where students are not able or willing to wear face masks and to maintain physical distancing shall receive medical grade PPE as indicated by DOH, L&I and CDC.
19. **Isolation or Safe Rooms:**
No bargaining unit member, other than RNs and Health Room Assistants will be required to supervise students in isolation or safe rooms where students will be sent that have Covid-19 symptoms until a parent arrives to take their child home. Staff that supervise students in isolation or safe rooms will be provided medical grade PPE as indicated by DOH, L&I and CDC.
20. **Health Screenings:**
The District will provide medical grade PPE and training to all Nursing staff and for other employees assisting with Health Screenings as indicated by DOH, L&I, and CDC.
21. Employees working remotely may request use of a school computer and printer if needed.
22. Employees will be trained in all software applications relevant to their assignment. Such training will take place during the school year and employee's work day.
23. Employees assigned to work primarily in an online learning setting will have the ability to contact tech support during their working hours.

- 24. Employees requested to make calls from home will be provided access to a District mobile phone or District account to call a student.
- 25. Employees who need to take a day off work for non-Covid-related reasons (sick, vacation, personal, etc.) shall follow District procedures in requesting or taking the time.
- 26. Nothing in the Memorandum is intended to create precedence for the current of any future collective bargaining agreement.

This Memorandum Of Understanding shall become effective upon signature of both parties, and shall remain in effect until June 30, 2021.

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU 1948

DISTRICT

BY: _____

BY:

Chapter President

Superintendent/Designee

DATE: _____

DATE: _____