

1 **LETTER OF AGREEMENT**

2
3 THE PURPOSE OF THIS LETTER OF AGREEMENT IS TO SET FORTH THE FOLLOWING
4 AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF SOUTH WHIDBEY, AN
5 AFFILIATE OF PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948, AND
6 THE SOUTH WHIDBEY SCHOOL DISTRICT. THIS AGREEMENT IS ENTERED INTO
7 PURSUANT TO ARTICLE 19, SECTION 19.3 OF THE CURRENT COLLECTIVE BARGAINING
8 AGREEMENT.

9
10 **COVID-19 (Nova Coronavirus)**

11
12 The parties enter into the following agreement in response to ongoing health concerns presented by the
13 COVID-19 virus. Coronavirus disease 2019 (COVID-19) is a respiratory illness that can spread from
14 person to person. Education Workers are at a higher risk of exposure and infection with COVID-19.

15
16 **RECITALS**

- 17
18 A) The parties share a mutual interest in assuring the health and safety of students, families, staff
19 and the community.
20 B) Education workers are on the front lines in the delivery of a safe and supported learning
21 environment.
22 C) The decisions of the parties should be guided by the Centers for Disease Control and other
23 public health agencies.
24 D) The parties wish to work together to take reasonable steps to protect students, families and staff
25 from unnecessary exposure to communicable diseases including COVID-19.
26

27 **AGREEMENT**

28
29 **1. Communication:**

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31 Robust communication is absolutely necessary to insure the public safety and health of all
32 concerned. Good communication supports the collaborative relationship between stakeholder
33 groups necessary to insure we are successfully supporting our community.
34

35 The Employer and the Union will communicate updated policies within each organization as
36 they are developed and/or any updates or further information provided by or through their
37 organizational affiliations or associations (ie: OSPI, ESD, HUD, SEIU International, SEIU
38 State Council, etc) that contribute to the shared knowledge of the community.
39

40 The Employer will communicate to employees and union leaders the potential risk of exposure
41 or direct exposure by students or other employees when known by the Employer.
42

43 The Employer will notify the Union of any temporary changes in work location and/or work
44 hours of bargaining unit employees that may result from item 2 (below).
45

46 **2. Bargained Changes in Delivery of Service and Other Working Conditions:**



1 The Employer and the Union understand that a collaborative approach is necessary to ensure
2 the best continuity of service to the community during this time of public health emergency.

3
4 The Employer and the Union shall negotiate over the required changes to best support our staff
5 and community.

6
7 In order to effect timely adaptation to an ever evolving situation, the Employer and the Union
8 agree to be responsive and adaptable in scheduling dates, times, and locations to meet with
9 short notice and work, to the best of their ability, to streamline any approval or ratification
10 processes as necessary to implement agreements.

11
12 **3. Employer Directed Quarantine:**

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14 The Employer may require an employee to quarantine if, (1) the employee has recently traveled
15 to a highly affected area (*within the acknowledged infection period*), (2) the Employer has a
16 reasonable belief the employee has been recently exposed to the virus, or (3) a public health
17 official or other governmental authority of competent jurisdiction so orders the Employer to
18 quarantine the employee.

19
20 If an employee is sent home by the Employer for potential risk of exposure to COVID-19, the
21 Employer shall compensate the employee with paid administrative leave. Such paid leave will
22 be for all scheduled hours from the time/date the employee is sent home until such time the
23 employee has been authorized to return to work by the Employer. Hours spent on paid
24 administrative leave shall still count towards employee benefits such as healthcare, PTO, etc.

25
26 If the length of the quarantine period designated by the Employer exceeds three (3) days, the
27 Employer may require a doctor's clearance to be reinstated.

28
29 **4. Employee Notification of Exposure, Employee Directed Quarantine, and Emergency**
30 **Health Leave:**

31
32 Employee Notification: Employees are required to provide notice to Employers if they believe
33 they have potentially been exposed to the virus, without any negative repercussions to their
34 employment or benefits. If an employee reports to the Employer that they've been potentially
35 exposed outside of the worksite the following conditions will apply:

36
37 Work From Home Quarantine: Employees may be approved by the Employer for home
38 quarantine if they meet the guidelines provided by the CDC as high risk, or are directed by the
39 CDC, health department for other health professional(s) to isolate from others. If an employee
40 is determined to need to self-quarantine, the Employer may schedule the employee for home
41 assignment during the quarantine period of fourteen (14) calendar days. During such period of
42 home assignment, the employee shall be available for assigned work to be completed at home
43 during normal working hours. This option shall be available either (1) when the Employer has
44 available work to be completed at home or (2) while other employees of the District are also in
45 home assignment (either fully or partially).

46
47 **Emergency Health Leave:** If Work from Home Quarantine (above) is not an option,
48 Emergency Health leave is available to employees that are directed by the CDC, health

1 department or other health professional(s) to be quarantined for 14 days because of close
2 contact with a COVID 19 infected person or recent travel from Level 3 countries. Emergency
3 Health leave will be paid through a combination of Federal Emergency Paid Sick Leave Act
4 (EPSLA) leave and the employees' availability of sick, personal, or vacation leave. The leave
5 granted by the EPSLA shall be first utilized and other combinations of paid leaves used at the
6 employee's option if EPSLA leave has been exhausted.

7
8 **Accessing Emergency Health Leave:** Use of Emergency Health leave shall be authorized for
9 employees with verification from a health care professional directing them to stay home or
10 quarantine. Employees will make a good faith effort to provide health care verification as soon
11 as possible.

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13
14 **5. Working During Site Closure Periods:**

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16 During the period in which a site is designated as closed, employees, who are not on leave,
17 shall continue in pay and benefit status and be available to work at the direction of the
18 Employer, consistent with current practice or modified practice as mutually agreed between the
19 Employer and the Union. Office Personnel shall continue with their normal hours/days that are
20 worked in June, July and August.

21
22 **Modified Work Schedules and Employee Availability:** Employees shall maintain availability to
23 work during their normal work hours. The Employer may request the availability of employees
24 to work outside of their normal work hours. Should the Employer make such a request,
25 employees shall provide the Employer with their daily availability.

26
27 **Out of Class Work:** Work typically outside of typical job titles or classifications shall be
28 discussed and mutually agreed between the Employer and the Union prior to assignment. Any
29 work that may not only be out-of-class, but within another bargaining unit, shall require mutual
30 agreement with the Union that represents that bargaining unit. Any employee working out-of-
31 class shall be adequately trained.

32
33 **Childcare (1:10):** Should the Employer offer childcare to first responders and health care
34 professionals, the Employer shall also offer childcare to employees during their regular
35 working hours. Such childcare shall be offered at a ratio of one childcare professional to every
36 ten children (of school age).

37
38
39 **6. Employee Safety:**

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41 **High Risk Employees:** Bargaining unit employees that meet one or more of the higher risk
42 criterion may request to be placed on either (1) paid administrative leave or (2) work from
43 home assignment, for the duration of the mandatory school closure. The Employer and the
44 Union recognize the higher risk category as defined by the public health officials.

45
46 **Personal Protective Equipment:** Personal Protective Equipment will be provided by the
47 Employer at an employee's request. Employees will be advised at that time of updated policies



1 and procedures, recommendations and may be asked to sign an acknowledgement of such
2 guidelines.

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4 Safety Data Sheets (SDS): The Employer will train and provide refresher training to all
5 employees who are using hazardous products to disinfect, clean, or otherwise accomplish work
6 during working hours.

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8 **7. Compliance:**

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10 The parties will comply with all rules, regulations and recommendations by local, state and
11 federal agencies.
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17 This Letter of Agreement shall be effective upon signature of both parties and shall remain in effect
18 until August 31, 2020 and shall be attached to the current Collective Bargaining Agreement.
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21

22 PUBLIC SCHOOL EMPLOYEES
23 OF WASHINGTON/SEIU Local 1948
24

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27 PUBLIC SCHOOL EMPLOYEES OF
28 SOUTH WHIDBEY
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SOUTH WHIDBEY SCHOOL DISTRICT

30
31 BY: _____
32 Janice Powell, Chapter President
33

BY: _____
Jo Moccia, Superintendent

34
35
36 DATE: _____
37

DATE: _____

38
39 BY: _____
40 Karlie Hutson, Chapter President
41

42 DATE: _____
43

