

MEMORANDUM OF UNDERSTANDING
by and between
ISSAQUAH SCHOOL DISTRICT
And
UNITED CLASSIFIED WORKERS UNION #4795

The Union and the District agree that continuing to provide meals to Issaquah students is important during remote and hybrid learning. The Union and the District place a high priority for the safety of employees and the community they serve. Therefore, the Union and the District agree to the following:

1. Employees Caring for Someone with COVID-19/Suspected COVID-19. Employees who are caring for a person (1) who is covered by applicable law or contract provision and (2) is subject to quarantine because that person has a confirmed/diagnosed case of COVID-19, or is experiencing symptoms of COVID-19 and is seeking medical confirmation/ diagnosis, may not come to work at a District work site. Employees may access any or all of the following benefits under the terms of the applicable provisions of the CBA or law, as appropriate to their situation, including, specifically, when the person in question is covered by the applicable contract provision and/or law:
 - a. Engage in an interactive interview with the District to discuss a possible alternative assignment and/or alternative work site.
 - b. Illness, Injury, and Emergency Leave.
 - c. Shared Leave.
 - d. Personal Leave.
 - e. Washington Paid Family Medical Leave (PFML).
 - f. Family Medical Leave Act (unpaid leave except for continued health insurance benefits).
 - g. Unpaid leave of absence for the period of time the employee is directed to not come to work at a District work site.
 - h. Unemployment Benefits.

2. Higher/Increased Risk Employees.
 - a. Employees who are or might be at higher risk/increased risk of severe illness or death from COVID-19 as that term is defined by the Governor's proclamation 20-46 may choose to come to work at a District work site when required by the employee's assignment or may access any or all of the

- following benefits under the terms of the applicable provisions of the CBA or law, as appropriate to their situation.
- b. Engage in an interactive interview with the District to discuss a possible alternative assignment and/or alternative work site (see Section 1 above).
 - c. Illness, Injury, and Emergency Leave.
 - d. Personal Leave.
 - e. Leave Without Pay – Long Term for the 2020-2021 School Year.
 - f. Unemployment Benefits.
3. Higher/Increased Risk Individual in the Employee’s Household.
- a. Employees who themselves are not at higher risk/increased risk but have someone in the household who is at higher risk /increased risk of severe illness or death from COVID-19 as that term is defined by the Governor’s proclamation 20-46 may choose to come to work at a District work site when required by the employee’s assignment or may access any or all of the following benefits under the terms of the applicable provisions of the CBA, as appropriate to their situation
 - b. Engage in an interactive interview with the District to discuss a possible alternative assignment and/or alternative work site (see Section 1 above).
 - c. Leave for Illness, Injury or Emergency.
 - d. Personal Leave.
 - e. Leave without Pay – Long Term for the 2020-2021 School Year.
4. Employees with Children Impacted by School or Childcare Closed or Unavailable.
- a. An employee who needs leave because the employee is caring for a child whose school or place of care is closed (or child care provider is unavailable) for reasons related to COVID-19 may access any or all of the following benefits under the terms of the applicable provisions of the CBA or law, as appropriate to their situation.
 - b. Engage in an interactive interview with the District to discuss a possible alternative assignment and/or alternative work site (see Section 1 above).
 - c. Personal Leave.
 - d. Leave for Illness, Injury or Emergency.
 - e. Leave without Pay – Long Term for the 2020-2021 School Year.
 - f. The District will offer placements in its “Before and After School Care (“BASC)” program during the workday to provide childcare options to employees with children enrolled in the District.
5. Quarantine, Isolation and Emergency Health Leave
- For staff members who are directed to isolate and/or quarantine due to close contact in the workplace the District will provide Emergency Health Leave. The use of this leave is limited to the workdays that fall into this quarantine period.
- a) Employees who are confirmed COVID-19 positive due to workplace exposure and are not able to work in person after the end of Emergency Health Leave period, the employee may access a pool of 50 days for bargaining unit members upon providing medical documentation stating a positive case and the inability to work in any capacity.

6. The parties agree the District will assign work based on the following:
 - a. The District reserves the right to engage in a Reduction of Force as approved by the Board of Directors.
 - b. In the event additional staff is needed to cover temporary shifts, work will be offered based on seniority according to the seniority list.
 - c. Members will be offered assignments per seniority. If a member chooses not to work the District will continue down the seniority list until the District fulfilled the open positions. If no qualified member chooses the kitchen manager position, the 3 least senior kitchen managers within the working group will be assigned the kitchen manager positions.
 - d. Members working during remote learning, will be contracted a minimum of 5 hours daily, schedules will be determined by Director of Food Services. If additional hours are needed at a site, they will be assigned by seniority at that specific site.
 - e. The Director of Food Services shall assign extra hours as needed to the Kitchen manager at each site.
 - f. Working members will be compensated the hourly rate per their current job title.
 - g. School Nutrition Association Stipend: Stipends will be maintained for qualifying employees regardless of use of leaves due to COVID-19 health risk status or furlough.
 - h. Once staffing needs change, the Union and District will meet to determine a plan for returning staff from lay-off /furlough status.
 - i. In order to reduce the risk to the members, the District will make every effort to limit the number of employees working in each site and adhere to the physical distancing guidelines as issued by the appropriate governing authorities in Washington State. The District will provide appropriate and necessary PPE to all members working on site.
 - j. A training meeting will occur before the implementation of transitioning employees back into the workplace organized by the Director or Supervisor of Food Services.
 - k. If safety concerns arise, the union may request a meeting with the district to discuss Safety Protocols regarding COVID 19 as needed.
 - l. For the duration of the agreement the joint Labor/Management Committee will meet on a monthly basis to discuss:

March 18, 2021

- a. COVID-19 Positive case protocols
 - b. Food Distribution Program recommendations:
 - i. Increase access to healthy and nutritious food
 - ii. Increase the number of families accessing the free meal program provided by the USDA by focusing on community outreach; and
 - iii. Prioritize financial stewardship of department resources and keeping as many employees as possible employed by the District
 - c. COVID-19 Vaccine status
- m. If receiving the vaccine results in side effects that require use of sick time, up to two days, the use of sick time due to the side effects will not count against the attendance incentive. These days must be used up to three days following the vaccination appointment. Documentation may be required. This clause will be retroactive for all employees who have received vaccinations prior to the signing of this MOU.

This agreement will remain in effect through June 30, 2021. This agreement may also be extended or terminated upon mutual agreement between the parties hereto and pursuant to the terms and conditions of this agreement.

UNITED CLASSIFIED WORKERS UNION

ISSAQUAH SCHOOL DISTRICT

