

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 of the utmost importance during the COVID-19 pandemic. In order to continue to meet the needs of these students and keep our members safe, the parties agree to the following:

1. Any member that meets one or more of the higher risk criterion will be placed on *Paid Administrative Leave* effective immediately and for the duration of the Stay Home, Stay Safe order. Higher risk criterion as defined by Public Health and CDC:
 - People 65 years and older
 - People with chronic lung disease or moderate to severe asthma
 - People who have serious heart conditions
 - People who are immunocompromised
 - Many conditions can cause a person to be immunocompromised, including cancer treatment, smoking, bone marrow or organ transplantation, immune deficiencies, poorly controlled HIV or AIDS, and prolonged use of corticosteroids and other immune weakening medications
 - People with severe obesity (body mass index [BMI] of 40 or higher)
 - People with diabetes
 - People with chronic kidney disease undergoing dialysis
 - People with liver disease
 - People with other underlying chronic health conditions as outlined by the above agencies
2. In order to protect the safety of the members, the District will make every effort to limit the number of employees in each site and adhere to the social distancing recommendations governed by the CDC. The District will work with individual site managers to arrange for the least disruption of the worksite while bringing back any employee previously on Paid Administrative Leave. A joint Labor Management meeting will occur before the implementation of transitioning employees back into the workplace who have previously been on Paid Administrative Leave.
3. During Paid Administrative Leave, bargaining unit members will continue to accrue all contractual benefits at the same rate as regular working hours and will not have negative impacts on their contractual Attendance Incentive and stipends.
4. All members not on *Paid Administrative Leave* will be assigned work on a shift basis. Although an assigned shift may be less in duration than a members contracted hours, they will be paid their full contracted hours. Shift hours may be adjusted based on need (start/end times).

5. If more bargaining unit members agree to come to work than work is available, priority dismissal will be ranked by highest seniority by rotation.
6. Bargaining unit members will only be required to work their regular FTE. Bargaining unit members may volunteer for working extra hours, and these hours will be assigned by seniority. If overtime hours are available, overtime hours will be made available by seniority. Employees last day of work will align with the calendars published on the District website as of March 2020. Any work completed beyond their calendar will be compensated through a request for compensation form and will be voluntary and determined by seniority.
7. If a member refuses assigned work due to being a care-taker of someone in one of the high risk categories, or other personal reasons, they shall access accrued leave including Personal/Illness/Injury/Emergency Leave or leaves guaranteed under the Family First Act (FFCRA). The parties will continue to discuss FFCRA implementation and will follow any and all regulations and laws related to the implementation. If all leave has been exhausted, Shared Leave may be accessed depending on eligibility. Unpaid Leave may also be used upon authorization from Human Resources.
8. Members will be offered free childcare at one of our childcare sites for their own kindergarten to fifth grade aged dependent/s while working their assigned shift.
9. The District will provide face coverings to all members working on site. Members also have the option of bringing their own face coverings which meet CDC and Washington State Department of Health guidelines. Members are responsible for laundering their face coverings. The district will reimburse staff for personal PPE for face coverings up to \$25 per employee.
10. Any bargaining unit member quarantined by the King County Public Health Department, the ISD or healthcare provider will be put on Paid Administrative leave until which time their quarantine has ended and will not have negative impacts on their Attendance Incentive.
11. If safety concerns arise, the union may request a meeting with the district to discuss Safety Protocols regarding COVID 19 as needed.

This agreement is nonprecedential and will remain in effect through May 5, 2020 to June 23, 2020. 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
#4795

ISSAQUAH SCHOOL DISTRICT

By Barbara Kraupis

By 

Date 5/4/2020

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