

Memorandum of Understanding Between
Tacoma Education Association
and Tacoma School District

The language in this document has conceptually been agreed to by both parties; more language will follow as it is agreed upon.

Section IV – Leaves

COVID-19 presents unique health, family, disability and staffing challenges for the District and its employees. The following provisions are included to provide clear, objective, and practical options for the District and the employees facing those challenges, in accordance with applicable law.

- A. **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 as legally applicable under the terms of the collective bargaining agreement (CBA) or law:
1. Emergency Paid Sick Leave (EPSL) under the federal Families First Coronavirus Response Act (FFCRA), with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$511/day) by other paid leaves identified below;
 2. Washington Paid Family Medical Leave (PFML);
 3. 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.)
 4. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
 5. long-term disability benefits; and
 6. Unemployment benefits.

Human Resources will provide a weekly update of members who are on leave that includes a reduction in pay. The District and the Association will work in partnership to ensure members are using appropriate leave as necessary.

- B. **Employees Quarantined Due to Possible Exposure to COVID-19:** Employees who have been advised 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 as legally applicable under the terms of the collective bargaining agreement (CBA) or law:
1. If you were exposed on a district site, access to the benefits will be in the order listed below:

- a. An accommodation to work remotely shall be provided if the essential functions in the job description for the employee are able to be performed remotely;
 - b. Paid Pandemic leave will be provided for the number of days the public health agency identifies to quarantine per occurrence; or
 - c. 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.
2. If you were exposed away from a district site
 - a. Emergency Paid Sick Leave (EPSL) with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$511/day);
 - b. Washington Paid Family Medical Leave (PFML); or
 - c. Family Medical Leave Act (unpaid leave except for continued health insurance benefits)
 - d. Personal leave and/or vacation leave (only available under the terms of some CBAs)

Human Resources will provide a weekly update of members who are on leave that includes a reduction in pay. The District and the Association will work in partnership to ensure members are using appropriate leave as necessary.

C. 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 as legally applicable under the terms of the applicable collective bargaining agreement (CBA) or law:

1. An accommodation to work remotely shall be provided if the essential functions in the job description for the employee are able to be performed remotely;
2. EPSL with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$200/day) by other paid leaves identified below;
3. Washington Paid Family Medical Leave (PFML);
4. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);

Human Resources will provide a weekly update of members who are on leave that includes a reduction in pay. The District and the Association will work in partnership to ensure members are using appropriate leave as necessary.

D. 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 as legally applicable under the terms of the collective bargaining agreement (CBA) or law:

1. An accommodation to work remotely shall be provided if the essential functions in the job description for the employee are able to be performed remotely (see paragraph I below);
2. EPSL with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$511/day) by other paid leaves identified below;

Human Resources will provide a weekly update of members who are on leave that includes a reduction in pay. The District and the Association will work in partnership to ensure members are using appropriate leave as necessary.

- E. **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 apply for any or all of the following benefits as legally applicable under the terms of the applicable collective bargaining agreement (CBA) or law:

1. An accommodation to work remotely shall be provided if the essential functions in the job description for the employee are able to be performed remotely (see paragraph I below);
2. EPSL with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$200/day) by other paid leaves identified below;

Human Resources will provide a weekly update of members who are on leave that includes a reduction in pay. The District and the Association will work in partnership to ensure members are using appropriate leave as necessary.

- F. **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 as legally applicable under the terms of the collective bargaining agreement (CBA) or law:

1. An accommodation to work remotely shall be provided if the essential functions in the job description for the employee are able to be performed remotely (see paragraph I below);
2. EPSL with possible supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$200/day) by other paid leaves identified below;
3. Emergency Family and Medical Leave (EFML) under the FFCRA (partially unpaid, and partially paid at 2/3 regular wages up to a maximum

of \$200/day) with possible supplementation up to the employee's regular daily salary by other paid leaves identified below;

Human Resources will provide a weekly update of members who are on leave that includes a reduction in pay. The District and the Association will work in partnership to ensure members are using appropriate leave as necessary.

G. Employees Who Cannot Wear a Face Covering 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 covering, may choose to apply for any or all of the following benefits upon presentation of appropriate medical documentation from the employee's health care provider and under the terms of the collective bargaining agreement (CBA) or law:

1. An accommodation to work remotely shall be provided if the essential functions in the job description for the employee are able to be performed remotely (see paragraph I below); and
2. Other accommodations identified through the interactive process of the Americans with Disabilities Act (ADA) and the Washington Law Against Discrimination (WLAD).

H. 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 a-h above, may choose to access any or all of the following benefits under the terms of the applicable collective bargaining agreement (CBA) or law:

1. Personal leave and/or vacation leave (only available under the terms of some CBAs); and
2. Unpaid leave of absence for the 2020-21 school year.

Employees who allege their workplace is unsafe are encouraged to immediately report their concerns to their supervisor and/or the COVID site manager. Such employees may also have recourse through the Department of Labor & Industries under WAC 296-360-150.

I. Accommodated Work Assignments: When an employee's assignment requires work/services at a District work site and the employee cannot work at a District work site due to an employee's 1) own High Risk status, 2) the high risk status of someone in the household, 3) must care for their own child because of a school closure or unavailability of the child care provider due to COVID-19, 4) an employee that cannot wear PPE with a substantiated medical providers recommendation on file, the District may accommodate these circumstances by assigning the employee to an alternate work assignment that can be provided remotely from home. When choosing from among multiple employees for the same available assignment, the District will prioritize employees in the following order:

1. Employees who hold the appropriate training, licensing, endorsement or other qualifications for the position;

2. Higher risk employees; or
3. Employees with a higher risk individual in the employee's household;
4. Employees with children impacted by school closure;
5. Employees who cannot wear a mask or other required PPE

If two or more employees have equal priority under the conditions above, the District will use seniority to make the assignment. If a remote assignment is created and assigned to an employee with the expectation that it will continue for the duration of the COVID-19 crisis, 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.

Placements will be re-evaluated when instructional models shift.

J. Redeployment of Employees during COVID-19: The Association and District agree to the following limited opportunity for temporary redeployment of employees should the need arise within the District:

1. 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;
2. Such employee may only be assigned to perform work for which the employee is appropriately trained, licensed (if applicable), and prepared to perform;
3. Such assignment shall not, without the employee's agreement, exceed the hours normally assigned to such employee;
4. Such employee shall be paid the regular salary, wages and benefits the employee would receive from the employee's regular assignment;
5. Such employee's temporary assignment may not result in displacing any other employee performing services within their regular job description;
6. 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; and
7. The temporarily reassigned employee retains a right to return to the employee's original assignment upon resumption of normal school operations.

K. 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. The parties agree to meet prior to that date to update the leave provisions.

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