

## **UNDERSTANDING SCENARIOS FOR LEAVE DURING COVID-19 PANDEMIC**

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 all cases, strict compliance with all relevant District safety and health rules will be an essential function of each employee's job.

1. **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 the following benefits under the terms of the applicable collective bargaining agreement (CBA), District procedures or law:
  - a. 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;
  - b. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
  - c. Leave for illness/injury/disability;
  - d. Shared leave;
  - e. Personal leave and/or vacation leave (only available under the terms of some CBAs);
  - f. Washington Paid Family Medical Leave (PFML);
  - g. 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.)
  - h. Unpaid leave of absence for the period of the temporary disabling condition;
  - i. Long-term disability benefits; and
  - j. Unemployment benefits.
  
2. **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 access the following benefits under the terms of the applicable collective bargaining agreement (CBA), District procedures or law:
  - a. Alternative assignment for work/services which may be provided from home, if available and feasible (see paragraph 10 below);
  - b. EPSL with supplementation up to the employee's regular daily salary if the employee's salary exceeds the statutory EPSL cap (\$511/day) by (a) paid administrative leave if the quarantine was due to reported exposure at a District work site; or (b) other paid leaves identified below if the quarantine was due to reported exposure elsewhere;
  - c. Leave for illness/injury/disability;

- d. Personal leave and/or vacation leave (only available under the terms of some CBAs);
  - e. 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.)
  - f. Unpaid leave of absence for the period of the quarantine; and
  - g. Unemployment benefits.
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 the following benefits under the terms of the applicable collective bargaining agreement (CBA), District procedure or law:
- a. Alternative assignment for work/services which may be provided from home, if available and feasible (see paragraph 10 below);
  - b. 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;
  - c. Leave for illness/injury/disability or emergency;
  - d. Shared leave;
  - e. Personal leave and/or vacation leave (only available under the terms of some CBAs);
  - f. Washington Paid Family Medical Leave (PFML);
  - g. Family Medical Leave Act (unpaid leave except for continued health insurance benefits);
  - h. Unpaid leave of absence for the period of time the employee is unable to come to work at a District work site; and
  - i. Unemployment benefits.
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 access the following benefits under the terms of the applicable collective bargaining agreement (CBA), District procedure or law:
- a. Appropriate accommodations to meet the employee's needs at the assigned worksite, or if such accommodations are not feasible, an alternative assignment for work/services which may be provided from home, if available and feasible (see paragraph 10 below);
  - b. 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;
  - c. Leave for illness/injury/disability or emergency;
  - d. Personal leave and/or vacation leave (only available under the terms of some CBAs);
  - e. Unpaid leave of absence for the 2020-21 school year; 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 access the following benefits under the terms of the applicable collective bargaining agreement (CBA), District procedure or law:
- a. Alternative assignment for work/services which may be provided from home, if available and feasible (see paragraph 10 below);
  - b. 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;
  - c. Leave for illness/injury/disability or emergency;
  - d. Personal leave and/or vacation leave (only available under the terms of some CBAs); and
  - e. Unpaid leave of absence for the 2020-21 school year.
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 the following benefits under the terms of the applicable collective bargaining agreement (CBA), District procedure or law:
- a. Alternative assignment for work/services which may be provided from home, if available and feasible (see paragraph 10 below);
  - b. 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;
  - c. 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;
  - d. Personal leave and/or vacation leave (only available under the terms of some CBAs); and
  - e. Unpaid leave of absence for the 2020-21 school year.
7. **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 upon presentation of appropriate documentation from the employee's health care provider access the following benefits under the terms of the applicable collective bargaining agreement (CBA), District procedure or law:
- a. Accommodations identified through the interactive process of the Americans with Disabilities Act (ADA) and the Washington Law Against Discrimination (WLAD).

- b. Alternative assignment for work/services which may be provided from home, if available and feasible (see paragraph 10 below);
  - c. Leave for illness/injury/disability;
  - d. Personal leave and/or vacation leave (only available under the terms of some CBAs); and
  - e. Unpaid leave of absence for the 2020-21 school year.
8. **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 the following benefits under the terms of the applicable collective bargaining agreement (CBA), District procedure or law:
- a. Alternative assignment for work/services which may be provided from home, if available and feasible (see paragraph 10 below);
  - b. Personal leave and/or vacation leave (only available under the terms of some CBAs); and
  - c. Unpaid leave for the 2020-21 school year, if an acceptable replacement can be found within sixty (60) calendar days.

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 296-360-150.

9. **Employees Who Choose to Not Wear a Face Covering 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 covering, but nevertheless does not wish to do so, may choose to access the following benefits under the terms of the applicable collective bargaining agreement (CBA), District procedure or law:
- a. Alternative assignment for work/services which may be provided from home, if available and feasible (see paragraph 10 below); and
  - b. Personal leave and/or vacation leave (only available under the terms of some CBAs).
10. **Alternative Work Assignments Provision One:** When an employee's assignment requires work/services at a District work site and the employee cannot, or chooses to not, work at a District work site, the District will attempt to accommodate these circumstances by assigning the employee different job responsibilities or 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 quarantined due to possible exposure to COVID-19;

- c. Employees caring for someone with COVID-19/suspected COVID-19;
- d. Higher risk employees or employees with a higher risk individual in the employee's household;
- e. Employees with children impacted by school closure;
- f. Employees who cannot wear a mask or other required PPE;
- g. Employees who fall within a group identified by the CDC as needing extra precautions;
- h. Employees who choose to not work at a district work site due to concern for safety; and
- i. Employees who choose to not wear a mask or other required PPE.

If two or more employees have equal priority under the conditions above, the District will use District 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 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.

11. **Alternative Work Assignments Provision Two:** 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 without appropriate compensation be assigned job duties associated with job classifications with a higher rate of pay than the employee's rate of pay;
  - g. Such temporary assignments may, with advance notice to the Association, include a reassignment of employees (a) to work within the jurisdiction of another bargaining unit, or (b) from other bargaining units to work residing within the jurisdiction of this bargaining unit; provided, the other bargaining unit agrees to similar provisions, and further provided that union dues, if any, paid by the employee will continue to be paid to the representative of the employee's original bargaining unit;
  - h. The temporarily reassigned employee retains a right 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; and

- i. This provision applies exclusively to the assignments and job duties of HEArepresented employees, unless agreed to by other bargaining units. HEArepresented employees will not be assigned job duties performed by job classifications in other bargaining units without the agreement of any affected bargaining unit(s).
12. **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 under the terms of the CBA, District procedure or law. 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. The parties also agree to meet and review any necessary changes to this agreement if or when legally-applicable definitions of “high risk employees” change or expire.