

1 **MEMORANDUM OF UNDERSTANDING**

2
3 THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE
4 FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF
5 WASHINGTON/SEIU LOCAL 1948 PENINSULA - BUS DRIVERS CHAPTER #607 AND THE
6 PENINSULA SCHOOL DISTRICT #401. THIS AGREEMENT IS ENTERED INTO PURSUANT TO
7 ARTICLE XVIII, SECTION 18.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.
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9 Staff and student safety remain a top priority of both the District and the Union in the reopening of schools
10 for the 2020-2021 academic year, whether staff and students return into school buildings/departments for
11 an in-person educational model or whether staff return into school buildings/departments to perform the
12 essential responsibilities of their position. District-wide health and safety protocols will be designed to
13 comply with requirements and guidance from all applicable public health agencies, OSPI and the
14 Department of Labor and Industries and are outlined in the Reopening Peninsula Schools Guidebook. The
15 District recognizes its obligation to maintain a safe and healthy workplace in compliance with state and
16 federal laws and regulations. The District will provide employees with all required PPE. Strict compliance
17 with all relevant District safety and health rules will be an essential function of the District and of each
18 employee's job.
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20 Meetings of employees, including professional development, may be held remotely or in-person during
21 remote or hybrid instruction, provided that the number of employees present, and physical setup of the
22 meeting is consistent with then-existing state requirements. Staff with an accommodation for remote work
23 may attend such meetings remotely.
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25 All other provisions of the Collective Bargaining Agreement (CBA) which are not modified by the terms
26 below remain in full effect.
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28 This MOU is not precedent-setting and is intended to address the specific and unprecedented COVID-19
29 crisis. All matters arising under this MOU shall be governed by and construed under and in accordance
30 with the laws of the State of Washington. As the COVID-19 crisis evolves and/or new regulations are put
31 into effect, the District and the Union will meet to make any adjustments to this MOU as are deemed
32 necessary. This MOU may be modified only by mutual agreement of the parties. If any part of this MOU
33 is invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable. Disputes
34 relating to this MOU will be subject to the grievance and arbitration provisions outlined in the CBA.
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36 Due to the remote start to learning for the 2020-2021 school year because of the COVID-19 crisis, and the
37 subsequent transition to hybrid learning models, the District and Union have met and agreed to the
38 following items deemed impactful to their members:
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40 **A. Posting of Temporary Routes:**

41 The temporary routes for elementary school and secondary activity hub transportation will be
42 offered for bid in October 2020. Midday routes or other extra work will be offered as
43 separate work opportunities. Employees may bid on a single work opportunity (to-from
44 route or midday work) on seniority basis. If the District determines to return to more
45 students in remote learning and if the District is transporting only special education/activity
46 runs and elementary school students, section 7.11 shall not apply.
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1 At the initial bid held, if there are work opportunities that are left unfilled from that initial
2 bid, those work opportunities will be re-offered for bid by seniority to employees wanting to
3 add additional hours to their initial temporary route award.
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5 After the initial award of work is fully assigned, additional opportunities that arise after this
6 will be offered to drivers by seniority up to forty-hours per week. Extra work opportunities of
7 this nature will be submitted on a timesheet.
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9 **B. SEBB Eligibility:**

10 Employees who remain in an employment relationship with the District will remain
11 eligible for SEBB benefits according to the rules and regulations of SEBB. Employees
12 will remain responsible for the employee share of benefit costs.
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14 **C. Unemployment:**

15 Employees may apply for unemployment benefits. The District will not contest their
16 application so long as the employee remains available to work, but it is understood that the
17 District does not control the award of benefits.
18

19 **D. Leaves:** COVID-19 presents unique health, family, disability and staffing challenges for the
20 District and its employees. The following provisions are included to provide clear, objective,
21 and practical options for the District and the employees facing those challenges. In all cases,
22 strict compliance with all relevant District safety and health rules will be an essential function
23 of each employee's job.
24

25 **a. Employees with COVID-19/Suspected COVID-19:** Employees who have been
26 diagnosed with COVID-19, or are experiencing symptoms of COVID-19 and are
27 seeking a medical diagnosis, may not come to work at a District work site and may
28 access any or all of the following benefits under the terms of the applicable collective
29 bargaining agreement (CBA) or law:

- 30 • Emergency Paid Sick Leave (EPSL) under the federal Families First Coronavirus
31 Response Act (FFCRA), with supplementation up to the employee's regular daily
32 salary if the employee's salary exceeds the statutory EPSL cap (\$511/day) by
33 other paid leaves identified below;
- 34 • Leave for illness, injury or emergency;
- 35 • Shared leave;
- 36 • Personal leave;
- 37 • Washington Paid Family Medical Leave (PFML);
- 38 • Worker's compensation (Under certain circumstances, claims from health care
39 providers and first responders involving COVID-19 may be allowed. Other claims
40 that meet certain criteria for exposure will be considered on a case-by-case basis.)
- 41 • Family Medical Leave Act (unpaid leave except for continued health insurance
42 benefits);
- 43 • Unpaid leave of absence for the period of the temporary disabling condition;
- 44 • Long-term disability benefits;
- 45 • Unemployment benefits.
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1 **b. Employees Quarantined Due to Possible Exposure to COVID-19:** Employees who
2 have been advised by a public health agency to quarantine at home due to possible
3 exposure to COVID-19 may not come to work at a District work site and may access
4 any or all of the following benefits under the terms of the applicable collective
5 bargaining agreement (CBA) or law:

- 6 • Alternative assignment for work/services which may be provided from home, if
7 available;
- 8 • EPSL with supplementation up to the employee's regular daily salary if the
9 employee's salary exceeds the statutory EPSL cap (\$511/day) by (a) paid
10 administrative leave if the quarantine was due to reported exposure at a District
11 work site; or (b) other paid leaves identified below if the quarantine was due to
12 reported exposure elsewhere;
- 13 • Paid administrative leave if the employee has exhausted EPSL, an alternative
14 work assignment for work/services provided at home is unavailable, and the
15 quarantine was due to reported exposure at a District work site;
- 16 • Leave for illness, injury or emergency;
- 17 • Personal leave;
- 18 • Worker's compensation (Under certain circumstances, claims from health care
19 providers and first responders involving COVID-19 may be allowed. Other claims
20 that meet certain criteria for exposure will be considered on a case-by-case basis.)
- 21 • Unpaid leave of absence for the period of the quarantine; and
- 22 • Unemployment benefits.

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24 **c. Employees Caring for Someone with COVID-19/Suspected COVID-19:** Employees
25 who are caring for an individual who is subject to quarantine because that individual
26 has been diagnosed with COVID-19, or is experiencing symptoms of COVID-19 and
27 is seeking a medical diagnosis, may not come to work at a District work site and may
28 access any or all of the following benefits under the terms of the applicable collective
29 bargaining agreement (CBA) or law:

- 30 • Alternative assignment for work/services which may be provided from home, if
31 available;
- 32 • EPSL with supplementation up to the employee's regular daily salary if the
33 employee's salary exceeds the statutory EPSL cap (\$200/day) by other paid leaves
34 identified below;
- 35 • Leave for illness, injury or emergency;
- 36 • Shared leave;
- 37 • Personal leave;
- 38 • Washington Paid Family Medical Leave (PFML);
- 39 • Family Medical Leave Act (unpaid leave except for continued health insurance
40 benefits);
- 41 • Unpaid leave of absence for the period of time the employee is unable to come to
42 work at a District work site; and
- 43 • Unemployment benefits.

44
45 **d. Higher Risk Employees:** Employees who are at higher risk of severe illness or death
46 from COVID-19 as that term is defined by the Governor's proclamation may choose to
47 come to work at a District work site when required by the employee's assignment or



1 may choose to access any or all of the following benefits under the terms of the
2 applicable collective bargaining agreement (CBA) or law:

- 3 • Alternative assignment for work/services which may be provided from home, if
4 available;
- 5 • EPSL with supplementation up to the employee's regular daily salary if the
6 employee's salary exceeds the statutory EPSL cap (\$511/day) by other paid leaves
7 identified below;
- 8 • Leave for illness, injury or emergency;
- 9 • Personal leave;
- 10 • Unpaid leave of absence for the 2020-21 school year; and
- 11 • Unemployment benefits.

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13 e. **Higher Risk Individual in the Employee's Household:** Employees who themselves
14 are not at higher risk but have someone in the household who is at higher risk of
15 severe illness or death from COVID-19 as that term is defined by the Governor's
16 proclamation may choose to come to work at a District work site when required by
17 the employee's assignment or may choose to access any or all of the following
18 benefits under the terms of the applicable collective bargaining agreement (CBA) or
19 law:

- 20 • Alternative assignment for work/services which may be provided from home, if
21 available;
- 22 • EPSL with supplementation up to the employee's regular daily salary if the
23 employee's salary exceeds the statutory EPSL cap (\$200/day) by other paid leaves
24 identified below;
- 25 • Leave for illness, injury or emergency;
- 26 • Personal leave;
- 27 • A furlough option that maintains health coverage
- 28 • Leave of absence for the 2020-21 school year.

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30 f. **Employees with Children Impacted by School Closure:** An employee who must
31 care for the employee's child because of a school closure or unavailability of the care
32 provider due to COVID-19 precautions may choose to come to work at a District
33 work site when required by the employee's assignment or may choose to access any
34 or all of the following benefits under the terms of the applicable collective bargaining
35 agreement (CBA) or law:

- 36 • Alternative assignment for work/services which may be provided from home, if
37 available and so long as the employee is not needed to provide onsite instruction;
- 38 • EPSL with possible supplementation up to the employee's regular daily salary if
39 the employee's salary exceeds the statutory EPSL cap (\$200/day) by other paid
40 leaves identified below;
- 41 • Emergency Family and Medical Leave (EFML) under the FFCRA (partially
42 unpaid, and partially paid at 2/3 regular wages up to a maximum of \$200/day)
43 with possible supplementation up to the employee's regular daily salary by other
44 paid leaves identified below;
- 45 • Leave for illness, injury or emergency;
- 46 • Personal leave; and,
- 47 • Unpaid leave of absence for the 2020-21 school year.



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2 The District will seek to provide childcare options to employees either internally,
3 through community partnerships, or consider other creative solutions generated by
4 impacted employees.
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- 6 **g. Employees Who Cannot Wear a Face Covering or Other Required PPE:** An
7 employee whose assignment requires work at a District work site and who cannot
8 wear personal protective equipment (PPE) required for the employee's assignment,
9 including but not limited to a face covering, may choose to access any or all of the
10 following benefits upon presentation of appropriate documentation from the
11 employee's health care provider and under the terms of the applicable collective
12 bargaining agreement (CBA) or law:
- 13 • Alternative assignment for work/services which may be provided from home, if
14 available;
 - 15 • Leave for illness, injury or emergency;
 - 16 • Personal leave; and,
 - 17 • Unpaid leave of absence for the 2020-21 school year; and
 - 18 • Other accommodations identified through the interactive process of the
19 Americans with Disabilities Act (ADA) and the Washington Law Against
20 Discrimination (WLAD).
21
- 22 **h. Employees Who Choose to Not Wear a Face Covering or Other Required PPE:**
23 An employee whose assignment requires work at a District work site and who does
24 not have a documented inability to wear PPE required for the employee's assignment,
25 including but not limited to a face covering, but nevertheless does not wish to do so,
26 may choose to access any or all of the following benefits under the terms of the
27 applicable collective bargaining agreement (CBA) or law:
- 28 • Alternative assignment for work/services which may be provided from home, if
29 available;
 - 30 • Personal leave; and,
 - 31 • Unpaid leave of absence for the 2020-21 school year.
32
- 33 **i. An Employee Whose Assignment Requires On-Site Work But Doesn't Feel Safe
34 To Report:** and who does not fit within the conditions of paragraphs above, may
35 choose to access any or all of the following benefits under the terms of the applicable
36 collective bargaining agreement (CBA) or law:
- 37 • Alternative assignment for work/services which may be provided from home, if
38 available;
 - 39 • Personal leave; and
 - 40 • Unpaid leave of absence for the 2020-21 school year.
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42 *Possible Limitations:* All statutory leave benefits referenced above have specific rules or external
43 agencies that govern their application, and the terms of this agreement will be interpreted consistent with
44 those rules and agencies. Some of the leave entitlements may require documentation from a health care
45 provider. The leave entitlements within the FFCRA (both EPSLA and EFMLA) currently expire
46 December 31, 2020, and the parties agree to meet prior to that date to reconsider whether the leave
47 entitlements above will be amended.

1 This Agreement will be construed consistently with any now enacted or later enacted legislation.

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3 This Agreement shall not be construed to restrict any other rights of the District or Union under the
4 CBA, including but not limited to the District's right to lay off employees should such need arise
5 subsequent to this Agreement.
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8 In addition, prior to the return of secondary school students to in person learning beyond small groups,
9 the parties agree to meet and revisit the terms and conditions of this Agreement.
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11 This Memorandum of Understanding will take effect on execution and will remain in effect until the last
12 day of the instructional year or the District returns to normal in person learning operations, whichever
13 occurs first.
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15 A facsimile or emailed copy of a signature on this document will substitute for original signatures.
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23 PUBLIC SCHOOL EMPLOYEES OF
24 WASHINGTON/SEIU LOCAL 1948

25
26 PENINSULA BUS DRIVERS CHAPTER #607

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28
29 BY: 
30 Candy White, Chapter President

PENINSULA SCHOOL DISTRICT #401

31
32
33 BY: 
34 Karen Andersen, Chief Financial Officer

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DATE: 11-10-2020

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