

9/7/2021

**AGREEMENT**

**by and between**

**Highline Public Schools**

**and**

**Teamsters Local Union No. 763**

***RE: Resolution to the impacts of the COVID-19 vaccine mandate***

The following are the mutual understandings and agreements related to the impacts of the COVID-19 vaccine mandate between Highline Public Schools, hereinafter referred to as the District and Teamsters Local Union No. 763, hereinafter referred to as the Union concerning the return to schools for the 2021-2022 school year under the guidance provided by Washington State Governor Inslee due to COVID-19, and all related variants, and is subject to the following:

1. The District will follow public health and safety requirements and guidelines including those established by the Department of Health (DOH), Labor and Industry (L&I), and K-12 COVID 19 Requirements for the 2021-2022 School Year. Staff will receive training on these guidelines, requirements, and applicable practices in advance of starting their in-person assignment.
2. The District will provide PPE per CDC guidelines. A face shield may be available upon request. The District will provide all other PPE required by DOH, L&I and/or OSHA for the employee's job responsibilities, working conditions and circumstances. Staff may request additional PPE (goggles, non-surgical N95 masks, Plexiglas, or other appropriate barrier, etc.) through their COVID Supervisor based on their assignment.
3. The District, in accordance with DOH, OSHA, L&I and/or other applicable requirements and guidelines, will limit the number of students and staff that can be safely assigned in a classroom or workspaces of bargaining unit members. Consistent with current Department of Health guidance, district and building leadership will make every reasonable effort to maintain physical distancing requirements for students and staff in classroom settings while allowing for full-time in person learning for all students.
4. Para Educators working in-person will receive a Special Education Standard Personal Protective Equipment (PPE) Kit from the District. This will be provided to Para Educators in accordance with L&I requirements and based on their assigned students and responsibilities. Disposable nitrile gloves and disposable face masks will be supplied to each building program and replenished on a regular basis. KN-95 and a face shield\_masks will be provided in accordance with L&I requirements. Should the District foresee a potential supply issue for any PPE, the District will notify the Union .
5. The District will inform Para Educators of more specialized PPE that staff may be provided depending on the circumstances of their assigned students and responsibilities (including but not limited to nonsurgical N-95 masks, disposable gowns, disposable shoe coverings, and goggles).
6. The parties will continue to follow all current health and safety guidelines in ensuring the health and safety of staff and students, including the use of cafeteria and other areas where food will be consumed. Building custodial and nutritional services staff will not be responsible for managing social distancing of students and adherence to masking guidelines.
7. Except for LPNs, quarantine rooms will not be staffed by bargaining unit members.
8. Information about positive COVID-19 cases, in buildings where bargaining unit members are assigned, will be communicated to the Union through the District COVID dashboard and via

direct email as soon as reasonably practicable.

#### **9. Quarantine/Isolate and Emergency Health Leave**

Staff who test positive for COVID-19, due to close contact at work, qualify for worker's compensation based on Governor Inslee's May 11, 2021, guidance in the Health Emergency Labor Standards Act (HELSA). The employee will have a choice of collecting compensation from the Worker's Compensation Trust one of three ways.

- At a portion of their wages;
- Using the employee's Sick Leave (for full wages) in lieu of worker's compensation pay;
- Or taking a combination of both Worker's Compensation pay and Sick Leave pay;
- Use of sick time due to workplace exposure to COVID 19 will not be counted against a transportation bargaining unit member's attendance incentive.

#### **10. Vaccination Requirements as Determined by Law**

In recognition of the new requirements and conditions of employment that all employees receive the COVID-19 vaccination the parties agree to the following:

- a. Employees are encouraged to make vaccination appointments during non-working hours. If unable to do so, the District will release employees, up to a total of two (2) hours with pay during the 2021-22 school year, who have scheduled vaccination appointments, including booster vaccination, during their normal working hours. Employees must notify their supervisor as soon as reasonably possible. The release time will be granted with permission of the supervisor and pending coverage of employee's duties.
- b. Transportation employees that become ill after receiving the COVID-19 vaccine, including the booster vaccination, will not have use of sick time counted against their attendance incentive. These days must be used up to three days following the vaccination appointment. Documentation may be required.

#### **11. Vaccination Verification Process**

An executive order in the state of Washington requires Employees to have a COVID vaccine as a condition of employment with the District. Human Resources will accept verifications. The district will set a secure place to store the personal vaccination health information of employees and not share the information with any outside entities. The district will accept the following forms of verification.

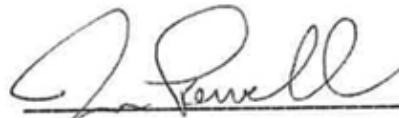
- a. CDC COVID Vaccination Card (Original, photo or copy) or applicable international equivalent
- b. WA State Certificate of Vaccination
- c. WA State Immunization System
- d. Documentation of vaccination from a health care provider or electronic health record

#### **12. Vaccination Exemption Process**

- a. Medical Exemption. Medical Exemptions will be treated through the district established medical accommodation process and the district will determine the level and ability to accommodate per the individual.
- b. Religious Exemptions. An employee who has a sincerely held religious belief that prevents them from being vaccinated against COVID-19 may request an accommodation by notifying Human Resources. The employee must meet with Human Resources or submit the District form to actively initiate the process. The employee must provide all information reasonably needed to evaluate the request. The employer will follow OSPI guidance to evaluate the request.
- c. Documentation of requests: The employer will document the accommodation granted or the denial. The information will be kept in a secure and confidential location.

The parties will continue to monitor the situation and the impact of COVID and reconvene as necessary to discuss during the 2021-22 school year. The parties will use the guidance and directives from local authorities including state government officials, the Department of Health, and the Office of the Superintendent of Public Instruction (OSPI). Subject to changes in working conditions related to the reopening of schools, the Union reserves the right to impact bargain.

Teamsters Local Union No.763

  
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Jason Powell

Highline Public Schools

  
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