

Issaquah School District #411

and

AFSCME local 21-I

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 Issaquah School District #411, hereinafter referred to as the District and AFSCME Local Union No. 21-I, 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 is 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 to a bus or workspaces of bargaining unit members.
4. The District will inform all bargaining unit members who the COVID Supervisor(s) is/are. If applicable, the District will also inform all bargaining unit member who the backup(s) is/are for the COVID Supervisor(s). Upon request to the COVID Supervisor(s) or their designee(s), bargaining unit members will be provided access their worksite's building Mitigation Plan.
5. 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.
6. Information about positive COVID-19 cases in transportation areas buildings where bargaining unit members are assigned, will be communicated to the union representative by the District as soon as reasonably practicable.

7. 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 (HELSEA). SB 5115 has waived the three (3) day waiting period for time loss payments. 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 bargaining unit member's attendance incentive.

8. 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. The District will release employees up to 2 hours with pay who have scheduled vaccination appointments 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. 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.

9. 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

10. 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 attached 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.

11. Suspension of Probationary Pay Rate for the attraction and retention of staff:

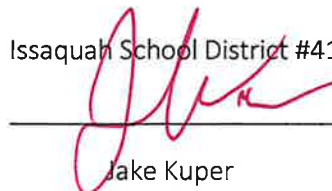
- a. Effective 11-1-2021 and expiring June 30th, 2022 the Probationary Driver and Substitute rate of pay will be suspended.
- b. All probationary drivers and substitute drivers will be paid at the same rate as "non-probationary drivers."
- c. The rate of pay for probationary and substitute drivers will be \$32.13

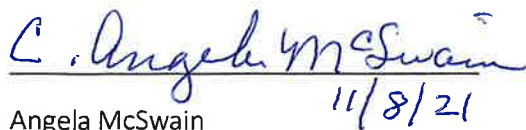
The parties will continue to monitor the situation and the impact of COVID and reconvene as necessary to discuss. The parties will use the guidance and directives from local authorities including state government officials, the Department of Health, and the Office of the Superintendent of Public Instruction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

AFSCME local 21-I

 11-8-2021
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Issaquah School District #411

 11/17/21
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 11/8/21
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