



Capital Region ESD 113

Your goals, our reason

Memorandum of Understanding effective September 13, 2021 Between ESD 113 and the Federation of Head Start Employees local 6153 Impacts of changes to workplace regarding COVID-19 and COVID-19 vaccine mandate

The following is agreed to by FHSE and ESD 113 for the 2021-2022 academic school year in order to heighten the safety of the work and learning environment for employees and children during the COVID 19 pandemic. The following also addresses the impacts on employees' working conditions of Governor Inslee's proclamation 21-14.1.

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

The Employer will provide such release time as may be necessary for employees to be vaccinated against COVID-19 during their normal working hours, up to two hours. Employees must notify their supervisor as soon as reasonably possible and cooperate with Early Learning around scheduling any necessary release time to minimize the impacts on Early Learning operations.

Employees who become ill after receiving their final dose of a COVID-19 vaccine or a booster vaccination, will have one day of paid administrative leave (one-time only) and will not have to utilize sick time. This day must be taken within three calendar days following the vaccination appointment and no later than the last day of center operations for the 2021/22 school year. Documentation may be required.

2. **COVID-19 Leave:** Should a center or classroom close due to a COVID-19 outbreak as required by state or local health authorities, employees may have the opportunity to work remotely as determined by the employer if the employer determines staff cannot work at the center and that the day(s) will not be made up.

If the employer requires an employee to get a COVID-19 test, it shall be done on the employer's time and expense.

3. **Remote work:** It is understood, as per Proclamation 21-14.1 that new variants of COVID-19 are leading to great uncertainty about the efficacy of workplace safety protocols currently in existence. When practicable in the determination of the employer, employees may be given remote work options, in particular to fulfill non-teaching duties. Such arrangements may be revoked if employee performance standards differ significantly in a remote setting. Special priority will be given to individuals who qualify as high-risk for experiencing severe complications of COVID-19.

4. **Employees Without Proof of Vaccination:** If an employee has missed the timeline to provide proof they have become fully vaccinated, they will be put on leave without pay for up to 30 days beginning October 19, 2021 in order to complete the vaccination process. Once proof of fully vaccinated status is provided within the 30 day time period, the employee will be able to return to the workplace.

After the 30 day grace period has been provided, if an employee chooses not to be vaccinated and does not qualify for a medical or religious exemption, the employee will go through the process of non-disciplinary termination of employment. If the vaccine mandate is lifted or the employee provides proof of fully vaccinated status before June 30, 2022, they will be given priority consideration for any position openings within the bargaining unit for which they are qualified.

Restoration of Seniority and Benefits. Upon returning to work for the Employer under this provision, a separated employee shall have their sick leave accrual and seniority restored. A separated employee shall not accrue benefits or seniority while on layoff.



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5. **Meet and reassess:** 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 Head Start. This agreement is subject to changes in working conditions, and the Federation reserves the right to bargain impacts of any future changes.

The duration of this MOU expires June 30, 2022.

Signed by the employer:

Dana Anderson

Dr. Dana Anderson

9/14/2021

Date

Signed by the union:

Amanda Lalicker

Amanda Lalicker

9/13/2021

Date