

1 MEMORANDUM OF UNDERSTANDING

2
3 THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT
4 BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU 1948 OF BREMERTON
5 PROFESSIONAL EDUCATION ASSOCIATION (BPEA) CHAPTER OF PUBLIC SCHOOL
6 EMPLOYEES AND THE BREMERTON SCHOOL DISTRICT PURSUANT TO ARTICLE XVIII
7 SECTION 18.2 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.
8

9 **The parties agree to the following:**

10 **The parties agree that employees must be in in compliance with the COVID-19 vaccination**
11 **condition of employment by October 18, 2021, as established by Proclamation 21-14.1 or any**
12 **subsequent Proclamation.**
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14 **Vaccine Leave:**

15 In an effort to encourage vaccination amongst District employees, the District agrees to the following:
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- 17 • The District shall provide paid administrative leave necessary for employees to get the
18 COVID vaccine or booster shot(s) (if mandated) during working hours, if needed during
19 working hours. The District may require documentation proving that a vaccine was
20 received by the employee. Employees requesting said time off shall coordinate this time
21 with their supervisors. If coverage cannot be scheduled by the supervisor, the employee and
22 supervisor will work to reschedule the vaccination for a mutually agreeable time. This paid
23 administrative leave is limited to the actual time necessary to receive a COVID-19
24 vaccination. This time will be deducted from the bank addressed in the COVID-19 Leave
25 paragraph, below.
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27 **Re-employment List:**

28 Employees that are not fully vaccinated and do not otherwise qualify for an allowable exemption (as
29 determined by the District) by the deadline established by Proclamation 21-14.1 (currently October 18,
30 2021) may elect to be placed on a re-employment list for up to three (3) months. Employees on the re-
31 employment list will not accrue seniority, however their seniority will not be lost while on the re-
32 employment list. Employees wishing to be on this list will provide Human Resources with current and
33 correct contact information, including the employee's physical address, phone number, and a personal
34 email address. It is an employee's responsibility to promptly inform Human Resources should any
35 change occur in this contact information.
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38 If the requirement changes and employees are no longer required to provide proof of vaccination as a
39 condition of employment or if employee becomes fully vaccinated, employees on the re-employment
40 list will be recalled to open and comparable positions in order of their seniority date as per the CBA. If
41 there is not an open or comparable position for the person to return to, that employee may work as a
42 substitute, if available, until an open or comparable position becomes available. Comparable means the
43 same RIF category as defined by CBA section 9.7 provided that the employee meets the qualifications
44 of the position. Should an employee become fully vaccinated, it is the employee's responsibility to
45 inform Human Resources of their vaccination status. If an open comparable position is offered to a
46 qualified member of the reemployment pool, the employee must respond within five (5) days.
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1 **References:**

2 For purposes of reference checks, the District will not consider an employee’s decision not to be fully
3 vaccinated by October 18, 2021, to be misconduct. However, the parties agree that an employee’s
4 failure to fully vaccinate by October 18, 2021, necessitates a separation from employment.

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6 **Exemptions:**

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8 An exemption whether it be medical or religious is an ask for a reasonable accommodation. If the
9 accommodation is granted the following may be required:

- 10 • A regular testing protocol may be implemented for employees with a valid exemption.

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12 **Temporary Observation Room/Student Testing:**

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14 If a bargaining unit employee provides supervision to the Temporary Observation Room (TOR), acts
15 in the same capacity of someone who supervises the TOR, or advises/assists students with COVID
16 Testing, the employee will be compensated at their regular hourly rate, plus \$3.00 for the time these
17 duties are performed.

18
19 **COVID-19 Leaves**

20 The District will provide up to a total of seven (7) days of paid administrative leave, which will not be
21 deducted from an employee’s accrued leave banks for specific COVID-19 related reasons outlined
22 below. In order to qualify for this leave, the employee must follow District and/or Kitsap County
23 Public Health directives/guidance regarding COVID-19 testing, distancing and masking/PPE
24 requirements. This leave is being provided to incentivize employees to be up front in their reporting of
25 COVID-19 exposure and symptoms and keep safety at the forefront during this time. Such leave is
26 available for employees that are unable to work-due to the following:

- 27
28 ■ Quarantining and unable to work when required by the District or state/local health
29 department due to close contact at a District work site with someone with a positive
30 COVID-19 test result.
- 31 ■ Isolating after a positive COVID-19 test result due to a close contact at a District work site
32 with someone with a positive COVID-19 test result;
- 33 ■ Up to a day for recovery after receipt of a COVID vaccine shot, if necessary;
- 34 ■ Vaccine Leave subject to the additional restrictions, addressed above.

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36 To qualify for this leave, the employee will provide appropriate documentation as required by the
37 District including documentation from a physician, testing site, or local health district official.

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39 The Parties agree that this Memorandum of Understanding is limited to the unique circumstances of
40 the COVID-19 pandemic and is not precedent setting. Neither party may cite this Memorandum of
41 Understanding in any future arbitration or other legal proceeding except to interpret or enforce the
42 terms of this Agreement. This Memorandum of Understanding will be effective upon signature of both
43 parties and shall remain in effect through August 31, 2022 and shall be attached to the current
44 Collective Bargaining Agreement. The parties may agree to terminate this agreement sooner upon
45 mutual consent.



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WASHINGTON/SEIU LOCAL 1948

BY: Ed Angelbeck
Ed Angelbeck, Chapter Co-President

DATE: 9/27/2021

BY: Aaron Leavell
Aaron Leavell, Superintendent

DATE: 9/29/2021

PUBLIC SCHOOL EMPLOYEES
OF WASHINGTON/SEIU 1948

BY: Baylee Knight
Baylee Knight, Chapter Co-President

DATE: 9/27/21

