

1 **LETTER OF AGREEMENT**

2
3 THIS LETTER OF AGREEMENT SETS FORTH THE FOLLOWING AGREEMENT BETWEEN
4 THE PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948, GRANGER
5 CHAPTER AND THE GRANGER SCHOOL DISTRICT #204 PURSUANT TO ARTICLE XVIII,
6 SECTION 18.3. OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.
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8
9 The parties agree to the following:

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11 In the event employees are not in compliance with the COVID vaccination condition of employment
12 by October 18, 2021, the parties agree to the following:

13
14 **The below chart shows timeline expectations to be in compliance with the vaccine mandate:**

Vaccine	Series Dose Requirement	First Dose no Later Than	Second Dose	Completed Series	Fully Vaccinated
Pfizer	2 doses, 21 days apart	09/13/21	10/04/21	10/04/21	10/18/21
Moderna	2 doses, 28 days apart	09/06/21	10/04/21	10/04/21	10/18/21
Johnson & Johnson	Single dose	10/04/21	N/A	10/04/21	10/18/21

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27 Unvaccinated employees will have until October 18, 2021, to be fully vaccinated. This information
28 will be stored in the employee’s medical file, separate from their personnel file.

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30 **Incentivization:**

31 The GSD has added two additional personal days to be used this school year.

32
33 **Retirement:**

34 Employees who elect to separate from employment with the district due to the vaccine mandate *will*
35 *work directly with DRS.*

36
37 **Vaccination Exemption Process:**

38 Employees who qualify for exemptions will provide documentation and the employer will record
39 documentation provided for exemption in a file separate from their personnel file.

40
41 • **Medical Exemption**

42 Medical Exemptions will be treated through the district established medical accommodation
43 process and the district will determine the level and ability to accommodate per the individual.
44

45 • **Religious Exemption**

46 An employee who has a sincerely held religious belief that prevents them from being
47 vaccinated against COVID-19 may request an accommodation by notifying Human Resources.
48 The employee must meet with Human Resources to actively initiate the process. The employee



1 must provide all information reasonably needed to evaluate the request. The employer will
2 follow OSPI guidance to evaluate the request.

3
4 • **Documentation of requests**

5 The employer will document the accommodation granted or the denial. The information will be
6 kept in a secure and confidential location.

7
8 **Exemptions:**

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

- 11
12 • If an employee can attend work in-person, they will be required to wear Personal Protective
13 Equipment (PPE), CDC and DOH will set all requirements for PPE and social distancing.

14
15 The only statutory limitation on an employer's obligation to provide "reasonable accommodation" is
16 that no such change or modification is required if it would cause "undue hardship" to the
17 employer. "Undue hardship" means significant difficulty or expense and focuses on the resources and
18 circumstances of the particular employer in relationship to the cost or difficulty of providing a specific
19 accommodation. Undue hardship refers not only to financial difficulty, but to reasonable
20 accommodations that are unduly extensive, substantial, or disruptive, or those that would
21 fundamentally alter the nature or operation of the business. An employer must assess on a case-by-case
22 basis whether a particular reasonable accommodation would cause undue hardship. The ADA's "undue
23 hardship" standard is different from that applied by courts under Title VII of the Civil Rights Act of
24 1964 for religious accommodation.

25
26 **Health, Safety, and Personal Protective Equipment (PPE):**

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28 • The District will implement District-wide health and safety protocols that are designed to comply
29 with applicable guidance of all relevant public health agencies, which will include at least the
30 following: the federal Centers for Disease Control and Prevention ("CDC"); Proclamations by the
31 Governor; DOH; OSPI; the Washington State Department of Labor and Industries ("L&I");
32 Occupational Safety and Health Administration, and Yakima County Health District. Health and
33 safety protocols will be consistent with the District's Learning Plan. Strict compliance with all
34 relevant District safety and health rules will be an essential function of each employee's position.
35 The parties recognize that the District may revise such rules as guidance from federal, state, and
36 local authorities' changes and may need to bargain the impacts of future changes.
- 37
38 • The District will provide Personal Protective Equipment ("PPE") to employees above the
39 requirement to meet state health and safety standards. Employee requests for additional PPE
40 (KN95 masks, additional hand sanitizer, smocks, etc.) will be made to the employee's supervisor
41 and will not be denied if available. The District will respond to PPE requests in a timely manner.
- 42
43 • The District will provide training opportunities for all employees on health and safety protocols
44 through safe school training at the beginning of the 2021-2022 school year.
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46 • The building principal is designated at the COVID-19 lead for each building. The building
47 principal monitors the health of employees, with the assistance of the nurse, and enforces the
48 COVID-19 safety plan.

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- 2 ● Employees will report any issues regarding compliance with the COVID-19 safety requirements to
- 3 their supervisor.
- 4
- 5 ● Employees that experience or witness harassment, intimidation, or bullying will make a formal
- 6 complaint to their supervisor. The GSD will follow the Policy 5270 The Resolution of Staff
- 7 Complaints.
- 8
- 9 ● No employee shall be bullied or intimidated based on vaccination status. Such complaints will be
- 10 reported to the supervisor immediately.

11
12 **COVID Leaves:**

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- 14 1. Beginning September 1, 2021, the District will provide employees a one-time benefit of up to five
- 15 (5) days of special paid sick leave for vaccinated employees who are unable to work if the
- 16 employee is subject to a quarantine or isolation order due to a documented exposure to a COVID-
- 17 19 while at work in the District. In order to be eligible for this paid leave, the employee must
- 18 follow the directives of the District and local health department regarding prompt testing following
- 19 the exposure or the development of COVID-19 Symptoms.

20
21 Unvaccinated employees are not eligible for this COVID leave. COVID leave will begin for

22 vaccinated employees starting from the date of ratification.

- 23
- 24 2. If an unvaccinated employee is determined to be a close contact by the nurse or designee, they will
- 25 quarantine for ten (10) days. If the employee is fully vaccinated, they do not need to quarantine
- 26 unless they have COVID symptoms. If they have COVID symptoms, they should quarantine until
- 27 cleared by a medical professional. All employees that have COVID symptoms or a potential close
- 28 contact will work directly with the school nurse. The school nurse will follow DOH guidelines and
- 29 work with the employee on a return-to-work date.
- 30
- 31 3. Employees who have a bona fide need to care for an individual who is subject to quarantine
- 32 because that individual has been diagnosed with COVID-19 or is experiencing symptoms of
- 33 COVID-19 and is seeking a medical diagnosis, may not come to work at a District work site. All
- 34 employees may access any or all of the following benefits under the terms of the applicable law,
- 35 District policy, or collective bargaining agreement (CBA):
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- 37 A. Accrued or donated leave for illness, injury, or emergency.
- 38 B. Personal leave and/or vacation leave (as available under the CBA and District policies).
- 39 C. Washington Paid Family Medical Leave (PFML) (eligibility determined by the state).
- 40 D. Worker's compensation (Claims that meet certain criteria for exposure will be considered
- 41 on a case-by-case basis and eligibility will be determined by the state.)
- 42 E. Family Medical Leave Act (unpaid leave except for continued health insurance benefits).
- 43 F. Unpaid leave of absence for the period of the temporary disabling condition.
- 44 G. Long-term disability benefits (eligibility under SEBB to be determined by the state).
- 45 H. Unemployment benefits (eligibility determined by the state).
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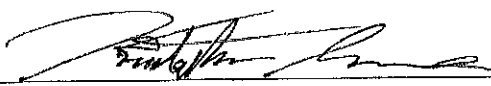
- 4. Due to the hardship of COVID on an employee's leave balance, employees may not be disciplined if their leave balance falls into a "deduct" balance due to taking any COVID related leave. Should such leave have occurred due to COVID.
- 5. Employees will not be required to exhaust personal, sick or vacation leave before taking leave without pay for COVID related issues.

This Letter of Agreement will be effective September 1, 2021, shall remain in effect until August 31, 2022 and shall be attached to the current Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON / SEIU LOCAL 1948

GRANGER CHAPTER

GRANGER SCHOOL DISTRICT #204

BY: 
Kristopher Guerra, Chapter President

BY: Brian P. Hart
Brian Hart, Superintendent

DATE: 11-16-2021

DATE: 11/16/2021

