

MEMORANDUM OF UNDERSTANDING
between the
SERVICE EMPLOYEES INTERNATIONAL UNION 925
Representing Transportation Employees
and the
BELLEVUE SCHOOL DISTRICT
Regarding
Impact of the Pandemic of Coronavirus, Extension of Furlough, Expansion of Routes and
Additional Work, Winter 2021

While the pandemic continues, work opportunities for employees continue to be well below our normal/typical availability of work. The Union and District commit to working creatively to provide as many work opportunities as possible during this time period.

The Union and District agree to the following related to the school year:

1. January 14th, 2021, the District implemented a bid in accordance with provisions of the contract to return Drivers from furlough. Drivers who bid routes will be considered employees and will maintain all privileges of the contract as employees.
2. In the event an employee is directed to quarantine by the District, a medical provider, or Public Health official, the District will create an Emergency Health Leave which will operate as follows:
 - a. First, the District will reasonably provide any remote bargaining unit work to the affected employee if available.
 - b. If the employee is not able to perform the work due to sickness or there is no remote work available The District will provide an Emergency Health Leave equal to the pay and hours of an employee. The use of this leave is limited to the workdays that fall into this quarantine period.
 - c. At the end of the quarantine period, the employee will return to their assignment or continue to use their sick leave in accordance with all policies and procedures of the District.
 - d. Staff who are confirmed COVID-19 positive and are not able to work in person or remotely may access a pool of 500 hours allocated to the bargaining unit upon providing medical documentation stating a positive case and attestation.
 - e. The District and the Union will review the balance of the pool monthly.
3. Per Article 2, Management Rights, the District will continue a furlough for those drivers who did not receive a route on the January 14, 2021. This furlough shall extend through March 31, 2021. Furloughed employees will be placed in the following categories according to employee preference:
 - a. Seniority category – this category ensures work is assigned by seniority between January 4, 2021 and March 31, 2021.

- i. Drivers assigned routes shall be considered as employed but may qualify for unemployment due to hours worked being less than normal hours worked.
 - ii. Drivers not assigned routes who are available and willing to work shall be eligible for routes that become available on a seniority basis. Drivers may qualify for unemployment due to being willing and available for work.
 - b. **Higher/Increased Risk Employees:** Employees who are or might be at higher/increased risk of severe illness or death from COVID-19 as that term is defined by the [Centers for Disease Control guidance](#) may choose to come to work at a District work site when required by the employee's assignment or may choose to access any or all of the following benefits under the terms of the applicable CBA or law:
 - i. Alternative assignment for work/services which may be provided from home, if available;
 - ii. General Leave if in paid status;
 - iii. Unpaid leave of absence.
 - c. **Higher/Increased Risk Individual in the Employee's Household:** Employees who themselves are not at higher/increased risk but have someone in the household who is at higher/increased risk of severe illness or death from COVID-19 as that term is defined by the Governor's proclamation may choose to come to work at a District work site when required by the employee's assignment or may choose to access any or all of the following benefits under the terms of the applicable CBA or law:
 - i. Alternative assignment for work/services which may be provided remotely, if available;
 - ii. General Leave if in paid status;
 - iii. Unpaid Leave of absence.
 - d. Employees are reminded that any reduction in hours or loss of regular wages may continue to make employees eligible for unemployment benefits.
4. For all employees identified above in 1. b. and 1. c, the District may request verification of the condition with medical documentation.
5. Accommodations may include but are not limited to:
 - i. Specific assignment to perform duties in a mutually agreed upon remote setting – if available
 - ii. In-person workplace modifications
 - iii. Specific mitigation measures responding to an employee's individual situation

Examples: Higher grade PPE provided for the employee such as face-shields or N-95 mask, specific limits to potential exposures in the workplace such as limiting interactions with other adults and/or children, preferential workspace location, etc.

6. Employees shall receive holiday pay for normal hours for the following holidays as delineated in Article 7. Employees working less than four (4) hours will be compensated a minimum of four (4) hours:
 - a. Martin Luther King Jr. Birthday (Jan. 18).
 - b. President's (February 15th)
7. Employees shall not be compensated for days designated as furlough days.
8. Employees may not use general leave instead of unpaid furlough days.
9. During the furlough period, no bargaining unit work will be performed by non-bargaining unit employees.
10. During the furlough period, the District will not hire any new employees into the bargaining unit without consultation and approval by the Union.
11. Employees shall continue to accrue seniority (Article 6, Section 1), and earn general leave (Article 8, Section 1) as stipulated in the Collective Bargaining Agreement (CBA).
12. Employee Performance Evaluations as stipulated in Article 11 shall be suspended through March 31, 2021.
13. Employees shall be assigned work by position by seniority as delineated in Article 5.2.
14. The District will work on a plan to utilize bus attendants to support safety and behavioral needs on buses. The District will present this information to the Union no later than February 2, 2021. Should a bus attendant be assigned, said assignment shall consist of a minimum of four (4) hours per day.
15. Drivers who have not completed Inservice, mandatory training or have expired credentials will not be eligible for work until completed.
16. Employees receiving benefits as determined by SEBB shall maintain the District paid premiums. Furloughed employees will maintain benefits through March 31, 2021 (end of the month of the furlough period). Employees are responsible for any additional employee deductions.
17. The Union and District recognize that many employees began in-person services for students and the public as early as September in order to provide a Free and Appropriate Public Education to students and support families. These employees implemented and carried the responsibility as essential workers to report in person prior to January 1, 2021 by providing transportation services and support, including meal delivery and delivery of supplies and materials. Additionally, levels of PPE and distance restrictions were in constant flux with the DOH and LNI guidelines. Further development of MOU guardrails and preparedness timelines were put in place as the Union and District learned from our employees and their experiences. As a philosophy for the bargaining unit, a collective belief in sharing the difficulty of this time and helping each other is the driving force behind this stipend. For this reason, a recognition stipend will be granted to staff who began in-person services prior to January 1, 2021 or eligible to work but were not able to due to furloughs. The Union and District acknowledge that this token of recognition does not account for sacrifices our employees have made:

- \$1000 for employees who have provided services for more than fifteen (15) days
- \$800 for employees who have provided services for more than ten (10) days
- \$650 for employees who have provided services for more than five (5) days
- \$500 for all employees in the bargaining unit from Sept. 1, 2020 through Dec. 31, 2020.

18. The parties agree to adjust the perfect attendance bonus as outlined in Article 13.7 as follows as recognition for employees for the first semester of the 2020-2021 school year. The individual amount per each employee identified as employed by the district within the bargaining unit as of January 1, 2021 shall be \$400 per individual, paid as a one-time stipend on the next regularly scheduled pay upon execution of this agreement. The parties will reconvene prior to June 1, 2021 to determine if any modifications to Article 13.7 for the second semester for the 2020-2021 would be considered.

19. All other terms and conditions of the contract not modified in this agreement will be in full force and effect for the duration of this MOU.

Date: 3/8/2021


For the District

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Jeffrey J. Thomas Ed. D.
Assistant Superintendent of Human Resources

For SEIU 925

DocuSigned by:

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Aaron Horton
Organizer