

MEMORANDUM OF UNDERSTANDING

Waukegan School District 60, hereinafter referred to as the "District" and the Waukegan Teachers' Council, Waukegan Paraprofessionals, Waukegan Psychologists and Waukegan Professional Support Staff, all of the Lake County Federation of Teachers, Local 504, IFT-AFT/AFL-CIO, and the Custodial and Maintenance Unit and the Cafeteria Workers both of the Service Employees International Union Local 73, hereinafter referred to collectively as the "Unions" jointly enter into this Agreement regarding employee absences and temporary assignment location during the 2020-2021 school year due to the COVID-19 pandemic. The District and the Unions shall hereinafter be referred to as the "parties" and "Employee(s)" is understood to be bargaining unit member.

RECITALS

WHEREAS, the parties wish to create a COVID Sick Leave Bank,

WHEREAS, such COVID Sick Leave Bank would be available for use by all bargaining unit employees for reasons directly related to valid, reasonable and verifiable Covid-19 absences, and

WHEREAS, the parties wish to memorialize their agreement regarding a COVID Sick Leave Bank during the 2020-2021 school year due to Covid-19.

NOW, THEREFORE, it is agreed by the Board and the Unions as follows:

COVID Related Leaves and Remote Work Expectations

The parties acknowledge and agree that the COVID-19 virus can impact employees directly, by way of the employee's own illness, or indirectly, by way of the employee having been in close contact with an individual who has been identified as COVID-19 positive or probable or suspected COVID-19 case, as identified by a treating health care provider. Even when directly impacted, individuals may be able to continue to perform the essential functions of their job for all or part of their period of isolation or quarantine.

In recognition of the above, employees who are subject to an approved period of isolation or quarantine due to a positive COVID-19 test or close contact with an individual who has tested positive for COVID, or who are awaiting confirmation of whether the symptoms are COVID-19 positive, are required to work remotely, if remote work appropriate to the employee's job responsibilities is readily available to the employee and the employee otherwise is reasonably able to do so given the employee's health condition. The parties acknowledge and agree that neither paid administrative leave nor use of the employee's personal sick leave will be necessary as the employee will still be performing the employee's expected job functions.

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Assertions that the employee's health condition prevents working in person or remotely during a covered illness (when remote work appropriate to the employee's job responsibilities otherwise is readily available) are to be supported with one of the following written documents:

- Positive COVID test,
- Written notice to quarantine from a District contact tracer or a public health department, or
- Health care provider notice of need to quarantine for a COVID-19 positive test or close contact status.

Must contain letterhead of the health care provider (including District contact tracer notification) and be signed by the healthcare provider.

Employee will provide consent to contact the healthcare provider if requested as part of problem solving. The District may require its own fit for duty examination if it cannot otherwise resolve concerns arising from the documentation provided by the employee.

COVID Administrative Leave & Use of Personal Sick Leave

The Administration will provide employees with paid administrative leave to support employees consulting a healthcare provider and/or getting tested for COVID, in good faith, regarding a need to isolate or quarantine arising out of COVID-19, as set forth in this Section. The employee's accrued sick leave days will not be charged for this time, based on good faith reports. However, the employee is expected to record absences in AESOP as COVID pending, with the administrative leave being credited upon receipt of verification and confirmation by the Human Resources Department that the employee qualifies for the administrative leave, per the foregoing.

Additionally, any time an employee intends to rely on an oral notification, where set forth below, the employee must agree to provide any consent required for the information to be shared with an authorized representative of the Human Resource Department or participate in a three way call between the healthcare provider/entity holding the necessary health record, the employee and an authorized District representative. **Otherwise, written verification is required. Any oral notification must be followed up with written verification within 2-14 days, absent good cause.**

AESOP Designation. AESOP or personnel records for those not using AESOP will contain four COVID leave designations to be managed by administration:

COVID – Pending – employee requests awaiting HR verification and approval.

COVID – Admin – conversion of pending request upon approval by HR of administrative leave time.

COVID – Remote – conversion of pending request upon approval by HR of eligibility for remote work due to COVID.

COVID – Sick Bank – for employees who are eligible to draw from the COVID sick bank.

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If the employee does not submit documentation to support a COVID leave request within 14 days, absent good cause, the leave request will be converted to a personal sick leave days or dock days, whichever may apply.

1. Close Contact Leave

A. Self Certification:

If any bargaining unit employee:

- (1) has self-certified a close contact, and
- (2) has not already been provided written notice to quarantine from a governmental health department or a District contact tracer or received approval from an authorized representative of the Human Resource Office that they need to quarantine or self-isolate for a certain number of days based on IDPH guidelines, and
- (3) is not symptomatic (aka, is asymptomatic),

then the employee will be granted up to one (1) administrative leave day to see a medical professional and/or get a COVID-19 test. The rest of the quarantine time, in accordance with the then-current IDPH guidelines, will be spent working remotely, when remote work appropriate to the employee's job responsibilities is readily available to the employee and the employee otherwise is reasonably able to do so given the employee's health condition. If the employee tests positive for COVID-19, then go to COVID positive paragraph 3. __

To receive this paid administrative leave, the employee shall contact Human Resources and the employee's direct supervisor about the administrative leave day, on the day the leave is taken. **In addition, within 2 to 14 days, the employee must provide the Human Resource Department with written proof of having visited the medical professional and/or obtained testing for this day to count as the paid administrative leave day. -**

Furthermore, the employee will provide reliable evidence of the close contact. Reliable evidence of a close contact may include: a copy of the positive test of the individual identified as the source for the close contact designation and a qualifying connection to that individual within the contagion period, a copy of the written or oral notice to quarantine by the employee's local health department, a written notice of close contact signed by the District's Health Services Coordinator or other evidence acceptable to the Human Resources Department. The employee will contact Human Resources, who will assist and guide the employee to determine close contact status as such relates to this MOU.

B. Certification from Health Department, Health Care Provider, or School District

If an employee has been confirmed, in writing or over the phone, by a health department, healthcare provider, or District contact tracer to need to quarantine based on a verified close

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contact, then the employee will share the notification with the Human Resources department within three (3) school days. Furthermore, the employee will be granted up to one (1) administrative leave day to see a medical professional and/or get a COVID-19 test, if not already done. The rest of the quarantine time, in accordance with the then-current IDPH guidelines, will be spent working remotely, when remote work appropriate to the employee's job responsibilities is readily available to the employee and the employee otherwise is reasonably able to do so given the employee's health condition. If the employee tests positive for COVID-19, then go to COVID positive Section 3.

Failure to timely provide documentation required in 1(A) and 1(B), absent good cause outside of the employee's control, will result in the employee being charged with the equivalent amount of paid sick leave or a deduction in pay, if in dock days, in lieu of the administrative leave day(s).

2. Symptomatic Leave: If any bargaining unit employee self certifies that the employee has COVID like symptoms, the District will grant up to five (5) days paid administrative leave to determine whether the symptoms are COVID-19, through testing and/or physician appointment. While awaiting test results, the employee will work remotely, when remote work appropriate to the employee's job responsibilities is readily available to the employee and the employee otherwise is reasonably able to do so given the employee's health condition. The employee shall provide a written or oral confirmation of the diagnosis or test results to the Human Resources Department as soon as practicable but no later than 14 days. Any oral report must be followed up with written confirmation.

If the test comes back negative or an alternate diagnosis has been given, the employee must begin to use the employee's own personal sick leave from the date after diagnosis or receipt of test results or as of the 6th day, whichever occurs first, if the employee cannot work in person or remotely. If the test result is positive, then the employee goes to the COVID positive section of this Agreement (Section 3).

Failure to timely provide documentation required in this Section 2, absent good cause outside of the employee's control, will result in the employee being charged with the equivalent amount of paid sick leave or a deduction in pay, if in dock days, in lieu of the administrative leave day(s).

3. COVID Positive Leave: If any bargaining unit member:

- a. Tests positive for COVID-19, or
- b. Is residing with an individual who also regularly resides with them on a day to day basis at the employees permanent address (Immediate Household Member) who has tested positive for COVID-19

then remote work is the expectation, when remote work appropriate to the employee's job responsibilities is readily available to the employee and the employee otherwise is reasonably able to do so given the employee's health condition.

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If the employee is too sick to work remotely or is residing with an Immediate Household Member who tested positive per letter b above, the employee must use four (4) personal sick leave days or their equivalent before the employee may begin to use the COVID Sick Leave Bank days, if they are a member of the Bank.

If not a member of the Bank the employee will use the employee's own sick days.

COVID Sick Leave Bank

Establishment

1. The parties will create a COVID Sick Leave Bank for all bargaining unit employees.
2. Once activated, COVID Sick Leave Bank will be afforded without limit to all employees who wish to join by contributing days from their employee's personal sick leave balance during the "Membership Contribution Period of 14 Calendar Days" and upon an "All Call Notification" by WPS Communication, subject to the rules herein.

Deposit Rules

1. Employee Deposit: Members who wish to be eligible for use of the COVID-19 COVID Sick Leave Bank shall deposit two (2) Sick Leave days from the Employee's personal supply of sick leave days upon initial membership.
2. Board Deposit: The Board shall contribute 1 day for every 3 employee days.
3. Sick Leave Day Advances. Those employees who receive sick leave days and do not have a sick leave reserve to join the sick bank can be advanced the sick days, upon receipt of a written agreement acknowledging the advance and obligation to repay the District as set forth below.
 - A. Any days advanced shall be repaid to the District as soon as the employee has earned additional sick leave days.
 - B. Should the individual resign or be discharged from the District prior to repaying the advance, all remaining leave and benefit days will be analyzed and reconciled. In the event that the employee has been advanced more sick leave days than have been earned, then the balance due to the District will be deducted from their last paycheck.

Part time employees who have access to sick time will only donate an equivalent number of days proportionate to their respective FTE, under the donation rules of this MOU. For example, a 0.25 FTE would donate a half day, a 0.75 FTE would donate 1.5 days. Part time employees who do not otherwise receive sick leave benefits but who are Union members will be granted access to the Bank without donating days.

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4. Timing: All Employee Deposits shall be made within 14 calendar days of the all call communication to join, except that all new hires shall be eligible to join within 14 calendar days of their official hire date with receiving the same email notification above.
5. Mandatory Refunding of Bank: Should the number of days in the COVID-19 Sick Leave Bank fall below one-hundred (100), each participating employee may deposit one (1) additional day to remain eligible for use of the bank, with days advanced if needed consistent with Section 3, Sick Leave Day Advances above. The Board shall again contribute one (1) day for every three (3) such employee days contributed. When the need comes for an employee to make a choice about donating another day, renewal will be automatic unless the employee opts out in writing to Human Resources within 7 calendar days from the notification from the District. Employees who have withdrawn days from the COVID Sick Leave Bank are not eligible to opt out. This Sick Bank deposit renewals can occur on at least 4 occasions.
6. Irrevocable Donation: Any employee who leaves the Bank or the District shall lose all days deposited.
7. District Cap: District days shall be capped at 3,885 days, inclusive of the initial and any mandatory refunding of the bank.
8. Effect of Termination. All days remaining in the Bank upon termination of the Bank shall be voided, with no return to any employee.

Administration and Rules

1. Eligibility. Employees who are too sick with COVID to be able to work remotely or in person or employees residing with an Immediate Household Member who has tested positive for COVID-19 are eligible to access the COVID Sick Leave Bank.
2. Application. An application for use will be developed by HR and Union Leadership prior to announcement of the Bank. The application will include information about the documentation required to be provided by the employee to support the request for use of the COVID Sick Leave Bank. For the individual who is residing with an Immediate Household Member, the documentation will consist of confirmation of the household member having tested positive and verification that the household member regularly resides at the employee's permanent address; a close contact notice will not be required.
3. Employee Request. Employees may apply for use by:
 - A. completing application and
 - B. providing positive test result or other documentation listed on the application.

4. Personal Sick Day Use. Members of the Bank must have previously used four (4) personal sick leave days for their own COVID leave or who reside with an Immediate Household Member with COVID before accessing the COVID Sick Leave Bank.
 - A. Any documented personal COVID sick leave absences from July 1 until the execution of this Agreement that were either due to verified symptoms, close contact, or positive COVID19 tests on file with the Human Resources Office before the date of this Agreement will be changed to the applicable approved COVID leave designation.
 - B. Employees who have less than four (4) personal sick leave days at the time of a COVID leave may access the COVID Sick Leave Bank after the equivalent of four (4) days, combining personal leave and deduct days.
5. Documentation Location. Documentation of all notes and applications shall be maintained by the Human Resource Department.
6. Notice. The Human Resource Office will issue a confirmation, or a denial of the use of COVID Sick Leave Bank days. The confirmation or denial shall be in writing to the employee within three (3) school days of a completed application being submitted, with appropriate supporting documentation, absent good cause. Approval for COVID Sick Leave Bank days would be retroactive to the start of the employee needing to use their own personal sick days above and beyond four (4) days.
7. Bank Record Maintenance & Access. Bank deposits and balances shall be maintained by the Human Resource Department and viewable in the aggregate by Union Leadership if the request is related to resolution of a grievance or possible grievance.

Miscellaneous

1. Falsification of Information. Employees who are found to have falsified information to a healthcare provider or the District shall be denied COVID Sick Leave, including COVID administrative leave days. Personal sick days will be used instead and appropriate disciplinary action imposed.
2. Federal Stimulus. Parties will reconsider the terms of this MOU, upon request of either party, should it pass during the term of the MOU
3. Grievance. This MOU is subject to the respective grievance procedure in each of the respective Collective Bargaining Agreements, except as set forth herein.

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This Memorandum of Understanding shall be non-precedent-setting and terminates when: (a) there are no days left in the Sick Leave Bank or (b) June 30, 2021, whichever occurs first.

For the respective Unions:

Andy Friedlieb Andy Friedlieb, Teachers 3-17-21 Date

Deborah Phelps Deborah Phelps, WPSS 3-17-21 Date

Alexandra Ames Alexandra Ames, Psychologists 3/17/2021 Date

Aml Montalbano Aml Montalbano, Paraprofessionals 3/17/21 Date

Dave Sims Dave Sims, Custodial & Maintenance 3-17-21 Date

Paula Knott Paula Knott, Cafeteria Workers 3.17.21 Date

Chris White Chris White, SEIU Field Representative 3-17-21 Date

For the District:

Theresa Plascencia Theresa Plascencia, Superintendent 3/17/21 Date