COVID-19 SUPPLEMENTAL AND PANDEMIC LEAVE AUTHORIZATION

Issue Date: March 14, 2020

I. Background and Purpose

A. On February 29, 2020, Washington State Governor Jay Inslee issued Emergency Proclamation 20-05, as follows: "On January 21, 2020, the Washington State Department of Health confirmed the first case of the novel coronavirus (COVID-19) in the United States in Snohomish County, Washington...I, Jay Inslee, Governor of the state of Washington, as a result of the above noted situation, and under Chapters 38.08, 38.52 and 43.06 RCW, do hereby proclaim that a State of Emergency exists in all counties in the state of Washington..."

B. COVID-19 is a respiratory disease caused by a new virus called SARS-CoV-2. The most common symptoms of the disease are fever, cough, and shortness of breath (the "Common Symptoms"). It is expected that most people with COVID-19 will have mild disease symptoms, but some people will get sicker and may need to be hospitalized. COVID-19 may result in death among vulnerable members of the population.

C. The District provides paid time off ("PTO") to all of its employees, to be used for rest and recreation and personal business, as well as for recovery from illness and for the care of ill family members.

D. The purpose of this COVID-19 Supplemental and Pandemic Leave Authorization is to provide all District employees with supplemental leave that is distinct from and in addition to PTO accrued pursuant to District policy. It is in the best interest of all District employees to avoid the spread of COVID-19 in our workplace and in our community. Accordingly, the District's intent in providing this supplemental leave is to reduce the risk of transmission of COVID-19 in the workplace by increasing the likelihood that employees who exhibit any of the
Common Symptoms of COVID-19, or who reside with someone who exhibits any of the Common Symptoms, will remain away from the workplace until they no longer have the potential to infect others. In addition, given the essential service the District provides its customers, preemptive action may be necessary to prevent widespread transmission of COVID-19 amongst District employees by instituting Pandemic Leave as defined in this Authorization.

E. This Authorization does not establish any precedent for how the District may respond to the same or similar such event(s) in the future.

II. Supplemental Leave Authorization

A. Effective immediately, all District employees are eligible for COVID-19 Supplemental Leave ("Supplemental Leave"), subject to terms and conditions set forth herein. Regular full-time employees (regularly scheduled to work at least forty (40) hours per week) are eligible for eighty (80) hours of Supplemental Leave; and regular part-time employees (regularly scheduled to work less than forty (40) hours per week) are eligible for sixty (60) hours of Supplemental Leave. The amount of Supplemental Leave granted under this Authorization may be increased, at the discretion of the General Manager or his designee.

B. An employee is authorized to use Supplemental Leave for the following reasons:

1. An absence resulting from the employee having tested positive for COVID-19, or exhibiting any of the Common Symptoms of COVID-19;
2. An absence resulting from the employee residing with someone who has tested positive from COVID-19 or who exhibits any of the Common Symptoms;
3. When the employee’s child’s school or place of care has been closed for reasons related to COVID-19, in which case Supplemental Leave may be used until alternate care is established.

C. Any employee who experiences any of the Common Symptoms while at work shall inform his or her supervisor immediately and shall leave the workplace. In that event, the employee shall receive paid
administrative leave for the balance of that workday. Any employee who experiences any of the Common Symptoms before reporting to work, or who resides with someone who exhibits any Common Symptoms, shall remain at home and shall contact his or her supervisor as soon as possible.

D. Any employee who reports any of the Common Symptoms or tests positive for COVID-19, or who resides with someone who exhibits any Common Symptoms or tests positive, will be required to remain at home or under prescribed care until 72 hours (or such other timeframe consistent with recommendations of the CDC) after the symptoms get better or, if under medical care, until medically cleared to return to work. For regular full-time employees who are absent from work under these circumstances, the first eighty (80) hours of leave will be charged to Supplemental Leave. For regular part-time employees who are absent from work under these circumstances, the first sixty (60) hours of leave will be charged to Supplemental Leave. Any absence beyond that which is covered by Supplemental Leave will be charged to PTO, Floating Holidays, or EIR before leave without pay is granted. Supplemental Leave will be compensated in the same manner as the District calculates wages for PTO.

E. Supplemental Leave may be used in increments of no less than eight (8) hours for regular full-time employees and six (6) hours for regular part-time employees.

F. If the need for Supplemental Leave is foreseeable, the employee must provide reasonable advance notice to his or her supervisor. If the need is not foreseeable, the employee must notify his or her supervisor as soon as practicable.

G. Supplemental Leave shall be available until the General Manager or his designee, in his or her sole discretion, determines that this Authorization is no longer needed. Any unused Supplemental Leave shall be forfeited and will not be paid out upon termination of this Authorization.

H. Unused Supplemental Leave will not be paid out upon separation from employment.
I. This Authorization addresses absences for reasons associated with preventing or containing the spread of COVID-19 and does not cover absences for any other reason. The terms and conditions set forth herein do not replace, amend, or supplement any terms or conditions of employment stated in any other District policy or in the Collective Bargaining Agreement between the District and Local Union #77 International Brotherhood of Electrical Workers.

J. The District may require an employee who uses Supplemental Leave to provide certification that the Supplemental Leave was used for a proper purpose as set forth in this Authorization. Any absence that is improperly charged to Supplemental Leave will be charged to that employee’s PTO, Floating Holiday or EIR, or, if none, as unpaid leave, and any unused Supplemental Leave will be forfeited.

K. Supplemental Leave is not eligible for donation under the District’s Leave Share program.

III. Pandemic Leave Authorization

A. Effective immediately, all District employees are eligible for COVID-19 Pandemic Leave ("Pandemic Leave"), subject to the terms and conditions set forth herein. Pandemic Leave will place employees in Paid Administrative Leave Status during the time deemed Pandemic Leave. Regular full-time employees (regularly scheduled to work at least forty (40) hours per week) and regular part-time employees (regularly scheduled to work less than forty (40) hours per week) are eligible for Pandemic Leave in the event that the General Manager, Washington State Governor, or the Federal Government directs the District to close to the public and assigns employees to work from home.

B. Pandemic Leave may be used in increments of no less than eight (8) hours for regular full-time employees and six (6) hours for regular part-time employees

C. Pandemic Leave will be subject to the following conditions:

1. All Employees who are able to work from home will conduct business during their normally scheduled work shift.
2. All Employees are required to be on stand-by during their normally scheduled work shift and be ready to accept work assignments from their Director or Supervisor.

3. All Employees must be fit for duty during the time of Pandemic Leave and remain at their primary residence, during their normally scheduled work shift.

4. During the time of Pandemic Leave, there may be a limited number of Employees required to remain at District facilities to maintain core and essential functions.

5. During the time of Pandemic Leave, the District must maintain essential functions for its customers. In the event of outages or other service interruptions, Employees may be called in to maintain or restore service to customers or key business functions, and such work shall be conducted pursuant to the terms and conditions of the Collective Bargaining Agreement and Federal FLSA regulations.

6. Any overtime required by District Employees will be paid pursuant to the terms and conditions set forth in the Collective Bargaining Agreement and following Federal FLSA regulations.

D. Pandemic Leave shall be available until the General Manager or his designee, in his or her sole discretion, determines that this Authorization is no longer needed, or in compliance with State and/or Federal direction.

E. This Authorization addresses absences for reasons associated with preventing or containing the spread of COVID-19 and does not cover absences for any other reason. The terms and conditions set forth herein do not replace, amend, or supplement any terms or conditions of employment stated in any other District policy or in the Collective Bargaining Agreement between the District and Local Union #77 International Brotherhood of Electrical Workers.

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Gary Huhta
General Manager