

MEMORANDUM OF UNDERSTANDING
between
SOUTH KITSAP SCHOOL DISTRICT NO. 402
and
PUBLIC SCHOOL EMPLOYEES OF SOUTH KITSAP

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN SOUTH KITSAP SCHOOL DISTRICT NO. 402 AND THE PUBLIC SCHOOL EMPLOYEES OF SOUTH KITSAP (PSE).

Whereas, the District and Union agree to the following terms regarding the implemented furlough.

For purposes of this MOU “a furlough is defined as a mandatory, temporary leave of absence from which the employee is expected to return to work or to be restored from a reduced work schedule.”

Due to remote start to learning for the 2020-2021 school year because of the COVID-19 crisis, and the subsequent lack of available work for staff members, the District has implemented a temporary furlough anticipated to last from September 1, 2020 through October 31, 2020. Because of this established furlough, the District and Union have met and agreed to the following items deemed impactful to their members:

A. Seniority

All employees who have been identified as fully or partially furloughed will retain district seniority and continue to earn seniority without interruption through the estimated temporary furlough period.

B. Union Membership

Furloughed PSE members remain covered by provisions they are eligible for according to the Collective Bargaining Agreement and will resume full membership upon return from a furloughed status.

C. Longevity/Experience

All employees who have been identified as fully or partially furloughed will retain current longevity used for vacation accrual and salary placement. The time period spent on this temporary furlough will not negatively impact either district longevity or experience.

D. Sick Leave

All employees who have been partially furloughed and are working at least a portion of their regular schedule, will receive their sick leave allowance based on their regularly scheduled hours. Employees who have been fully furloughed will not receive their sick leave allowance until they have returned to a paid status with the District.

E. Vacation Leave

All employees who have been partially furloughed and earn vacation, will retain their vacation accrual based on their regularly scheduled hours during this temporary furlough period. Employees recalled from a full furlough will receive vacation accrued as if the employee had continued to work their regular work schedule.

F. Benefits-Medical, Dental, Vision, Life and Long-Term Disability (if applicable)

Employees will continue to be reported as current employees and as eligible for insurance benefits through the School Employees Benefits Board (SEBB), including the employer contribution, at least through December 2020. It is understood they will be required to pay their regular portion of their benefits cost as required by School Employees Benefits Board (SEBB).

G. Benefits- Retirement

Employees who are working at least 70 compensated hours per month during this temporary furlough period will continue to receive retirement service credit on a month to month basis and have regular retirement deductions processed. All employees who work less than 70 compensated hours per month, will not be required to pay the employee portion of the retirement contribution.

H. Unemployment

Employees may apply for unemployment benefits. The District will not contest their application, but it is understood that the District does not control the award of benefits. Due to the special circumstances surrounding the COVID-19 crisis, the Employment Security Department has authorized an exception to the start date of unemployment benefits for staff impacted by a furlough during the 2020-2021 school year. For this school year only, employees who have a 180-day calendar assignment can use June 22, 2020 as the eligibility date for unemployment benefits. Employees who have been identified as being furloughed are considered on stand-by and will be available as meaningful work arises.

I. Additional Work Opportunities

The District agrees to offer at least ten days of occasional, additional work opportunities to employees during the month of September. This work may be offered outside the employee's normal job duties/description but will be at the employee's regular rate of pay. The district will gather a list of employees' that would like to volunteer for the ten-days of occasional work and will communicate work opportunities as they arise to the staff that have expressed interest. Employees' lack of response to the communication regarding the opportunity to volunteer will be taken as a denial of interest.

This Agreement will be construed consistently with any now enacted or later enacted legislation, and it is the intent of the parties that this Agreement shall be construed liberally in favor of employees being granted both unemployment benefits and SEBB benefits. If the temporary

furlough period becomes projected to extend past the anticipated end date of October 31, 2020, the District and the Union will re-convene.

This Agreement shall not be construed to restrict any other rights of the District or Union under the CBA, including but not limited to the District’s right to lay off employees should such need arise subsequent to this agreement.

This Memorandum of Understanding will take effect on September 2, 2020 and expire on October 31, 2020; however, the District will maintain benefits as agreed upon.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948

SOUTH KITSAP SCHOOL DISTRICT
NO. 402

PUBLIC SCHOOL EMPLOYEES
OF SOUTH KITSAP

Jamie Monagle

Jacque Meddles

Jacque Meddles (Sep 2, 2020 18:35 PDT)

Jamie Monagle
Director – Human Resources

Jacque Meddles
PSE Chapter President

Sep 2, 2020

Sep 2, 2020

Date

Date









PSE-016 MOU- Furlough

Final Audit Report

2020-09-03

| | |
|-----------------|--|
| Created: | 2020-09-02 |
| By: | Jamie Monagle (monaglej@skschools.org) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAjTrBhBRr6PfgfoAqrkcMmDK-bO-dG4ep |

"PSE-016 MOU- Furlough" History

-  Document created by Jamie Monagle (monaglej@skschools.org)
2020-09-02 - 9:57:21 PM GMT- IP address: 164.116.47.226
-  Document emailed to Jacque Meddles (meddles@skschools.org) for signature
2020-09-02 - 9:58:23 PM GMT
-  Email viewed by Jacque Meddles (meddles@skschools.org)
2020-09-02 - 10:01:01 PM GMT- IP address: 174.204.73.231
-  Document e-signed by Jacque Meddles (meddles@skschools.org)
Signature Date: 2020-09-03 - 1:35:42 AM GMT - Time Source: server- IP address: 24.113.246.168
-  Document emailed to Jamie Monagle (monaglej@skschools.org) for signature
2020-09-03 - 1:35:43 AM GMT
-  Email viewed by Jamie Monagle (monaglej@skschools.org)
2020-09-03 - 1:46:28 AM GMT- IP address: 75.172.102.234
-  Document e-signed by Jamie Monagle (monaglej@skschools.org)
Signature Date: 2020-09-03 - 1:47:11 AM GMT - Time Source: server- IP address: 75.172.102.234
-  Signed document emailed to Jacque Meddles (meddles@skschools.org) and Jamie Monagle (monaglej@skschools.org)
2020-09-03 - 1:47:11 AM GMT