

MEMORANDUM OF UNDERSTANDING
between
SOUTH KITSAP SCHOOL DISTRICT NO. 402
and
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 925

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN SOUTH KITSAP SCHOOL DISTRICT NO. 402 AND THE SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 925.

In response to the recognized impact that the COVID-19 pandemic has had on our staff, specifically School Bus Drivers, the District and Union came together to discuss potential work opportunities and incentives to recruit and retain our transportation staff during these continually trying times.

This Memorandum of Understanding (MOU) applies to all SEIU-represented School Bus Drivers. All other provisions of the Collective Bargaining Agreement (CBA) which are not modified by the terms below remain in full effect.

This MOU is not precedent-setting and is intended to address the specific impact to our School Bus Drivers that has been caused by the unprecedented COVID-19 crisis. All matters arising under this MOU shall be governed by and construed under and in accordance with the laws of the State of Washington. As the COVID-19 crisis evolves and/or new regulations are put into effect, the District and the Union will meet to make any adjustments to this MOU as are deemed necessary. This MOU may be modified only by mutual agreement of the parties. If any part of this MOU is invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.

The District and the Union agree to the following terms regarding School Bus Driver work opportunities and incentives.

A. Guaranteed minimum number of hours.

The District will provide a guaranteed minimum level of hours for all regularly employed School Bus Drivers who are willing and able to work outside of their classification. SEIU will not object to any out of classification work or work that may be required to fulfill these duties. School Bus Drivers will be compensated for a minimum of 28 hours per week for work performed. If there is not enough driving time to reach the minimum limit, work will be offered outside the employee's normal job duties/description but will be at the employee's regular rate of pay. Staff may elect to deny offered work and would therefore be agreeing to bypass the guaranteed minimum level of hours. Although it is understood that the District does not determine eligibility for unemployment benefits, it is the mutual understanding and intent of the District and Union that any denial of work outside of a Drivers' job classification will not have an impact on their unemployment claim, which will continue until the end of the furlough period, February 28, 2021.

B. Additional work opportunities.

The District will offer an additional five (5) hours per week for all School Bus Drivers who are willing and able to work on Wednesdays. This work may be offered outside the employee's normal job duties/description but will be at the employee's regular rate of pay. In a situation where additional driving opportunities arise (i.e. athletics or field trips), School Bus Drivers will be offered those opportunities in seniority order. It is the expectation that

these driving assignments be filled prior to any additional out of classification work opportunities being offered. Any/all outside of classification work that once assigned would cause a School Bus Driver to exceed 40 hours for that week, will not be offered.

C. Personal leave cash out incentive.

The District will offer the option of a personal leave cash out incentive for all School Bus Drivers during the 2020-2021 school year. To qualify for this personal leave cash out incentive, School Bus Drivers must be in a paid status, waive the use of their personal leave days, and work the remainder of the school calendar. Any authorized unpaid leave of absence will disqualify the employee from this incentive. Because the District recognizes that Bus Drivers will be waiving their entitlement to use personal leave, any days in which the employee would otherwise lose at the end of the 2020-2021 school year will be cashed out to the employee as a part of their August 2021 paycheck.

For example, if a Bus Driver concludes their 2020-2021 assignment with three (3) personal leave days on the books, that eligible employee will receive compensation for two (2) personal leave days on their August 2021 paycheck and the remaining day will carry over into the 2021-2022 school year.

D. Summer work opportunities.

Although it is too early to determine summer hours, the District and Union will stay in communication regarding work opportunities and will collaborate to expand those opportunities later if financially feasible.

E. Ongoing collaboration.

Upon mutual agreement, the District and Union will come together to discuss other concerns/incentives as deemed necessary. Topics may include, but not be limited to, summer pay and hiring bonus structures.

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 upon the adoption date and will sunset on August 31, 2021.

A facsimile or emailed copy of a signature on this document will substitute for original signatures.

SOUTH KITSAP SCHOOL DISTRICT
NO. 402

Jamie Monagle

Jamie Monagle
Director – Human Resources

Feb 10, 2021

Date

SERVICE EMPLOYEES INTERNATIONAL
UNION LOCAL 925

Linda Wright

Linda Wright (Feb 10, 2021 18:51 PST)

Linda M Wright
SEIU Local 925 Organizer

Feb 10, 2021

Date









SEIU-006 - Transportation Work and Incentives

Final Audit Report

2021-02-11

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