

1 MEMORANDUM OF UNDERSTANDING

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4 THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT
5 BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU 1948 OF THE
6 KENNEWICK TRANSPORTATION CHAPTER OF PUBLIC SCHOOL EMPLOYEES, AND THE
7 KENNEWICK SCHOOL DISTRICT PURSUANT TO ARTICLE AND SECTION OF THE
8 CURRENT COLLECTIVE BARGAINING AGREEMENT.

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10 The following *Memorandum of Understanding* is made and entered into agreement between the
11 Kennewick School District and the PSE/SEIU, Local 1948 concerning the mandatory closing of
12 schools by Washington State Governor Inslee due to COVID-19 beginning March 17, 2020 to until
13 school resumes in person and is subject to the following:

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- 15 1) The District is committed to continuing payroll and benefits for contracted time of all
16 employees.
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 - 18 2) Minimize any financial impact towards members as a result of closure-related circumstances. In
19 order to do so, it will be necessary to implement creative ways by which to accomplish that goal.
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 - 21 3) The District shall implement flexible schedules and work assignments for employees as needed
22 during campus closure. In these situations, the District will strive to ensure assigned duties
23 generally fall within scopes and skill sets expected from employees. Current employee
24 compensation rates will not be impacted (e.g. decrease or increased) as a result. Employees will
25 be notified by the District of schedules and assignments. Employees may contact their
26 supervisor should they not have the resources necessary for any of these anticipated duties.
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 - 28 4) Duties may include considering how to ensure equity in the delivery of services (meals for
29 students), providing learning opportunities for students, professional development activities, etc.
30 If transportation employees are asked to deliver food or supplies to the community, employees
31 will work on a rotational basis based on seniority (junior to senior) and availability. The
32 Director of transportation or designee will contact employees to arrange work schedules. Apart
33 from the employees meeting the criteria under #7 below, all other employees will share an equal
34 opportunity to work. Any employee working above and beyond their contracted time will be
35 compensated for all extra hours worked.
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 - 37 5) Employees will be notified weekly as to how anticipated work assignments will be organized.
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 - 39 6) Employees will be required to continue working and following CDC guidelines for social
40 distancing.
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 - 42 7) Employees who request to be released from duties on scheduled workday have the right to
43 request leave as per the current Collective Bargaining Agreement.
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 - 45 8) Bargaining members who meet one (1) or more of the criteria below will not be required to