MEMORANDUM OF UNDERSTANDING

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

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

1) The District is committed to continuing payroll and benefits for contracted time of all employees.

2) Minimize any financial impact towards members as a result of closure-related circumstances. In order to do so, it will be necessary to implement creative ways by which to accomplish that goal.

3) The District shall implement flexible schedules and work assignments for employees as needed during campus closure. In these situations, the District will strive to ensure assigned duties generally fall within scopes and skill sets expected from employees. Current employee compensation rates will not be impacted (e.g. decrease or increased) as a result. Employees will be notified by the District of schedules and assignments. Employees may contact their supervisor should they not have the resources necessary for any of these anticipated duties.

4) Duties may include considering how to ensure equity in the delivery of services (meals for students), providing learning opportunities for students, professional development activities, etc. If transportation employees are asked to deliver food or supplies to the community, employees will work on a rotational basis based on seniority (junior to senior) and availability. The Director of transportation or designee will contact employees to arrange work schedules. Apart from the employees meeting the criteria under #7 below, all other employees will share an equal opportunity to work. Any employee working above and beyond their contracted time will be compensated for all extra hours worked.

5) Employees will be notified weekly as to how anticipated work assignments will be organized.

6) Employees will be required to continue working and following CDC guidelines for social distancing.

7) Employees who request to be released from duties on scheduled workday have the right to request leave as per the current Collective Bargaining Agreement.

8) Bargaining members who meet one (1) or more of the criteria below will not be required to
report to their worksite, but may still participate in activities done from home as appropriate:

- Employees who are 60 years of age or older
- pregnant employees
- those deemed at risk by a medical professional due to COVID-19
- are taking care of a dependent who are deemed at risk or has contracted COVID-19
- or if the District preventively sends them home over COVID-19 concerns and their risk.

Pay and benefits for this leave time will be as if the employee had worked the regular work schedule.
The employee will be asked to complete an electronic form for tracking purposes.
In addition, if an employee has childcare concerns, they may make arrangements with their immediate supervisor (Director or Assistant Director).
The District reserves the right to request a physician’s statement understanding that the request may take longer than usual to supply given the COVID-19 situation.

9) Employees may elect to work a modified work schedule with supervisor approval.

10) The District shall provide employees the necessary training and protective equipment and supplies to ensure those working on campuses are at minimal risk of potential infections.

11) If a person is suspected/confirmed to have COVID-19, the district will follow CDC guidelines for cleaning and disinfection of rooms/areas.

12) August Bid Fair:
The District and the Association shall meet to bargain the impact of the bid fair and make any necessary changes due to changes in school start date. The District will notify the Association as soon as the District is aware of such start date.

13) Employee evaluations for the 2019-2020 school year will be modified based on what the evaluation would have been at the school closure due to COVID-19 pandemic. The drive along portion of the evaluation will be exempt due to school closure and inability to complete that portion of the evaluation process.

14) Employees on probation at the point of school closure will resume probationary time when school resumes.

15) Employees who may have previously scheduled travel arrangements after the original last day of school (June 11th) will be allowed to keep such plans and may elect to either take the day as unpaid or paid leave.

16) Employees who had previously requested to use personal, sick or vacation leave for the remainder of the school year shall have the opportunity to rescind the request due to the

Memorandum Of Understanding
pandemic situation, if such plans changed, as long as they remain available to work.

17) Insurance deductions for summer months will be completed in May and June (double deductions) for those on a 10 month contract. Employees will receive an email confirming those deductions.

18) The district will provide an electronic form for personal leave cash out.

19) Employees who fall into one (1) or more of the categories in #8 who are not required to work, will still be eligible for the perfect attendance incentive.

20) Since May 22nd was a paid a no-work day, those that support lunch distribution on that day will be determined by seniority and will receive additional time for hours worked on top of their regular contracted time.

This Memorandum of Understanding shall become effective upon signature of both parties, and shall remain in effect until in-person school resumes. Any work expectations, changes or modifications from local, state or federal authorities that affect this agreement will cause the parties to meet and re-bargain the impacts.

PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU 1948

BY: Pam Kirby, Chapter President
DATE: 4-30-2020

DISTRICT

BY: Toni Neidhold, HR Director
DATE: 4/30/2020