MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU 1948 OF THE KENNEWICK NUTRITION SERVICES 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 until August 31, 2020 and is subject to the following:

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

2) The school year was to end on June 12, 2020 and has been extended tentatively to June 19, 2020.

3) Minimize any financial impact towards its 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.

4) Nutrition Service workers will continue to work in order to supply students with needed nutrition. The Director of Nutrition Services or Designee will contact employees to arrange work schedules. Apart from the employees meeting the criteria under item 6 below, all other employees will be required to work. Any employee working above and beyond their contracted time will be compensated for all extra hours worked. Extra time will not be paid without prior approval from management.

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

6) Bargaining members who are over the age of 60, 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, will not be required to report to their worksite. Pay and benefits for this leave time will be as if the employee had worked the regular work schedule. 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. In addition, if an employee has childcare concerns, they may make arrangements with the Director of Nutrition Services. The employee will be asked to complete an electronic form for tracking purposes.

7) Employees on probation at the point of school closure will resume probationary time when school resumes if they were unable to work during school closure.
8) Employees may elect to work a modified work schedule with supervisor approval.

9) 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. Each school will be provided masks and safety vests for all employees.

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

11) 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.

12) 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 take paid leave upon proof the arrangements were made prior to March 16, 2020.

13) Employees who have 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 pandemic situation if such plans changed, as long as they remain available to work.

14) Serve Safe requirements shall be extended until in-person training can be conducted.

15) Deep cleaning of kitchens will take place over time rather than on May 22nd or the day after school.

This Memorandum of Understanding shall become effective upon signature of both parties and shall remain in effect until August 31, 2020. 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.

BY: Stephanie Wright, Chapter President

DATE: 4/29/2020

DISTRICT

BY: Toni Neidhold, HR Director

DATE: 4/29/2020

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