

1 MEMORANDUM OF UNDERSTANDING

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

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9 The following *Memorandum of Understanding* is made and entered into agreement between the
10 Kennewick School District and the PSE/SEIU, Local 1948 concerning the mandatory closing of
11 schools by Washington State Governor Inslee due to COVID-19 beginning March 17, 2020 until
12 August 31, 2020 and is subject to the following:

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14 1) The District is committed to continuing payroll and benefits for all employees.
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16 2) The school year was to end on June 12, 2020 and has been extended tentatively to June 19,
17 2020.
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19 3) Minimize any financial impact towards its members as a result of closure-related circumstances.
20 In order to do so, it will be necessary to implement creative ways by which to accomplish that
21 goal.
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23 4) Nutrition Service workers will continue to work in order to supply students with needed
24 nutrition. The Director of Nutrition Services or Designee will contact employees to arrange
25 work schedules. Apart from the employees meeting the criteria under item 6 below, all other
26 employees will be required to work. Any employee working above and beyond their contracted
27 time will be compensated for all extra hours worked. Extra time will not be paid without prior
28 approval from management.
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30 5) Employees will be required to continue working and following CDC guidelines for social
31 distancing.
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33 6) Bargaining members who are over the age of 60, pregnant employees, those deemed at risk by a
34 medical professional due to COVID-19, are taking care of a dependent who are deemed at risk
35 or has contracted COVID-19, or if the District preventively sends them home over COVID-19
36 concerns and their risk, will not be required to report to their worksite. Pay and benefits for this
37 leave time will be as if the employee had worked the regular work schedule. The District
38 reserves the right to request a physician's statement, understanding that the request may take
39 longer than usual to supply given the COVID-19 situation. In addition, if an employee has
40 childcare concerns, they may make arrangements with the Director of Nutrition Services. The
41 employee will be asked to complete an electronic form for tracking purposes.
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43 7) Employees on probation at the point of school closure will resume probationary time when
44 school resumes if they were unable to work during school closure.
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