

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 MAINTENANCE AND OPERATIONS** CHAPTER OF PUBLIC SCHOOL
7 EMPLOYEES, AND THE KENNEWICK SCHOOL DISTRICT PURSUANT TO THE CURRENT
8 COLLECTIVE BARGAINING AGREEMENT.
9

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 June
13 19th or as soon as the “stay home order” has been lifted 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.
17
- 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.
20
- 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 supervisors should they not have the resources necessary for any of these anticipated duties.
27
- 28 4) Duties for Warehouse employees may include helping with the delivery of services (meals for
29 students). Apart from the employees meeting the criteria under #7 below, all other employees
30 will share an equal opportunity to work. Any employee working above and beyond their
31 contracted time will be compensated for all extra hours worked.
32
- 33 5) Employees will be notified weekly as to how anticipated work assignments will be organized.
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- 35 6) Employees will be required to continue working and following CDC guidelines for social
36 distancing.
37
- 38 7) Bargaining members who meet one or more of the criteria below will not be required to report to
39 their worksite, but may still participate in activities done from home as appropriate:
40
 - 41 • Employees who are 60 years of age or older
 - 42 • pregnant employees
 - 43 • those deemed at risk by a medical professional due to COVID-19
 - 44 • are taking care of a dependent who are deemed at risk or has contracted COVID-19
 - 45 • or if the District preventively sends them home over COVID-19 concerns and their risk.

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2 Pay and benefits for this leave time will be as if the employee had worked the regular work
3 schedule.

4 In addition, if an employee has childcare concerns, they may make arrangements with their
5 immediate supervisor.

6 The employee will be asked to complete an electronic form for tracking purposes.

7 The District reserves the right to request a physician's statement understanding that the request
8 may take longer than usual to supply given the COVID-19 situation.
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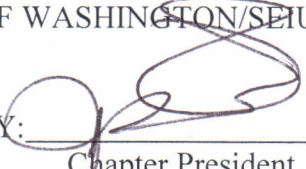
- 10 8) Employees may elect to work a modified work schedule with supervisor approval.
11
12 9) The District shall provide employees the necessary training and protective equipment and
13 supplies to ensure those working at school facilities are at minimal risk of potential infections.
14 PPE such as gloves, masks, etc. The district will make every effort to provide hand-sanitizer
15 and/or some other disinfectant to use for employees working in remote areas that do not have
16 hand-washing capabilities before providing them to employees with handwashing capabilities,
17 should there be a shortage of supplies
18
19 10) If an employee is suspected/confirmed to have COVID-19, the employee should notify their
20 supervisor and the District will follow the guidelines from local, state and federal authorities for
21 the cleaning and the disinfection of rooms/areas.
22
23 11) Employees who have previously requested to use personal, sick or vacation leave for the
24 remainder of the school year shall have the opportunity to rescind the request due to the
25 pandemic situation, if such plans changed, and will now be available to work.
26
27 12) Employees who may have previously scheduled travel arrangements after the original last day of
28 school (June 11th) will be allowed to keep such plans and may elect to either take the day as
29 unpaid or paid leave.
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31 13) 260-day employees whose anniversary date fell during the "Stay Home Stay Healthy" order
32 will be able to have the amount of calendar days the "Stay Home Stay Healthy" order lasts
33 added onto their current ninety (90) day maximum.
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35 14) Employees who elect to be released from duties on a workday shall take leave as per the current
36 Collective Bargaining Agreement.
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38 15) Employees shall be allowed to cash out three (3) personal leave days in lieu of two (2) for this
39 year only.
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41 This Memorandum of Understanding shall become effective upon signature of both parties and
42 shall remain in effect until June 19th or as soon as the "stay home order" has been lifted. Any

1 work expectations, changes or modifications from local, state or federal authorities that affect
2 this agreement will cause the parties to meet and re-bargain the impacts.

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4 PUBLIC SCHOOL EMPLOYEES
5 OF WASHINGTON/SEIU 1948

DISTRICT

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7
8 BY:  _____
9 Chapter President

BY:  _____
Superintendent/Designee

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11
12 DATE: 4/30/20

DATE: 4/30/19