

1 MEMORANDUM OF UNDERSTANDING

2  
3  
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 ARTICLE AND  
8 SECTION OF THE CURRENT 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 April  
13 24, 2020 and is subject to the following:  
14

- 15 1) The District is committed to continuing payroll and benefits for contracted time of all employees.
- 16  
17 2) Minimize any financial impact towards members as a result of closure-related circumstances. In order to  
18 do so, it will be necessary to implement creative ways by which to accomplish that goal.
- 19  
20 3) The District shall implement flexible schedules and work assignments for employees as needed during  
21 campus closure. In these situations, the District will strive to ensure assigned duties generally fall within  
22 scopes and skill sets expected from employees. Current employee compensation rates will not be  
23 impacted (e.g. decrease or increased) as a result. Employees will be notified by the District of schedules  
24 and assignments. Employees may contact their supervisors should they not have the resources necessary  
25 for any of these anticipated duties.
- 26  
27 4) Duties for Warehouse employees may include helping with the delivery of services (meals for students).  
28 Apart from the employees meeting the criteria under #7 below, all other employees will share an equal  
29 opportunity to work. Any employee working above and beyond their contracted time will be  
30 compensated for all extra hours worked.
- 31  
32 5) Employees will be notified weekly as to how anticipated work assignments will be organized.
- 33  
34 6) Employees will be required to continue working and following CDC guidelines for social distancing.
- 35  
36 7) Bargaining members who meet one or more of the criteria below will not be required to report to their  
37 worksite, but may still participate in activities done from home as appropriate:  
38
  - 39 • Employees who are 60 years of age or older
  - 40 • pregnant employees
  - 41 • those deemed at risk by a medical professional due to COVID-19
  - 42 • are taking care of a dependent who are deemed at risk or has contracted COVID-19
  - 43 • or if the District preventively sends them home over COVID-19 concerns and their risk.
- 44

45 Pay and benefits for this leave time will be as if the employee had worked the regular work schedule.  
46 In addition, if an employee has child care concerns, they may make arrangements with their immediate  
47 supervisor.

1 The District reserves the right to request a physician's statement understanding that the request may take  
2 longer than usual to supply given the COVID-19 situation.  
3

- 4 8) Spring break will remain as scheduled for April 6<sup>th</sup> through the 10<sup>th</sup>. Employees on a contract that is less  
5 than 260 days and work over spring break will be compensated as extra pay.  
6  
7 9) Employees may elect to work a modified work schedule with supervisor approval.  
8  
9 10) The District shall provide employees the necessary training and protective equipment and supplies to  
10 ensure those working at school facilities are at minimal risk of potential infections.  
11  
12 11) If an employee is suspected/confirmed to have COVID-19, the employee should notify their supervisor  
13 and the District will follow the guidelines from local, state and federal authorities for the cleaning and the  
14 disinfection of rooms/areas.  
15

16 This Memorandum of Understanding shall become effective upon signature of both parties, and shall  
17 remain in effect until April 25, 2020. Any work expectations, changes or modifications from local, state  
18 or federal authorities that affect this agreement will cause the parties to meet and re-bargain the impacts.

19  
20 PUBLIC SCHOOL EMPLOYEES  
21 OF WASHINGTON/SEIU 1948

DISTRICT

22  
23  
24 BY:  \_\_\_\_\_

Chapter President

BY:  \_\_\_\_\_

Superintendent/Designee

25  
26  
27  
28 DATE: 3/19/20 \_\_\_\_\_

DATE: 3/19/2020 \_\_\_\_\_