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 to April 24, 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 employees will work on a rotational basis based on seniority and availability. 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 have 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 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 child care concerns, they may make arrangements with the Director of Nutrition Services.

7) Spring break will remain as scheduled for April 6th through the 10th. Any work done over spring break will be compensated as extra pay.

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.

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

This Memorandum of Understanding shall become effective upon signature of both parties, and shall remain in effect until April 25, 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.

PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU 1948

BY: Stephanie Wright, Chapter President

DATE: 3/18/2020

DISTRICT

BY: [Signature]
Superintendent/Designee

DATE: 3/18/2020

Memorandum Of Understanding