

**Memorandum of Understanding Between  
The Dieringer School District #343 and  
The International Union of Operating Engineers Local No. 302**

**Regarding COVID 19 School Closure 2020**

The purpose of this Memorandum of Understanding is to commemorate in writing an understanding between the Dieringer School District #343 (District) and The International Union of Operating Engineers Local No. 302 (Union) related to COVID-19 virus outbreak and express our desire to come together as partners during this crisis to protect our employees and serve our students and communities.

Background

On March 12, 2020, Governor Jay Inslee issued a directive for all K-12 public and private schools to close. Dieringer Schools closed at the conclusion of the school day March 13, 2020 and will stay closed at least through Friday, April 24, 2020. In response, the Parties agree to the following during the COVID-19 school closure:

Agreement

1. **COVID-19 Leave.** Employees will be granted up to ten (10) days of paid leave, without deduction from accrued sick or personal leave when unable to physically report to work onsite due to either of the following circumstances:
  - a. The employee is quarantined following exposure to someone with a confirmed case of COVID-19, or the employee has tested positive for COVID-19.
  - b. The employee is in one of the identified "high risk" categories (pregnant, over age 60, receiving chemotherapy or radiation therapy, has underlining health conditions, a weakened immune system, or other risk factors identified by the public health department, or lives with someone in any of the above categories).

The employee may be eligible for additional leave under the Families First Coronavirus Response Act.

The employee may be asked to verify either of the above situations by providing a doctor's note.

2. **Compensation.** Employees will remain in paid status, and will not lose any compensation benefits, or pay as a result of school closures related to COVID-19, through the end of the academic student year. Employees must check their District email for any messages or alerts by the start of their regularly scheduled workday and be available and prepared to actively engage in work on all scheduled workdays as needed by the district throughout the closure while in a paid status (in alignment with #1 above). If the academic year extends beyond June 19, 2020, the parties will meet to discuss the impact, if any, of such days.

3. **Benefits.** Individuals who are eligible for benefits under the provisions of the collective bargaining agreement shall maintain their benefits.
4. **Work Status.** During the COVID-19 school closure, the District will identify employee work assignments as:
  - “not working” (not required to be available for any work assignments—this includes individuals using sick days, personal days, or emergency leave described above)
  - “working” (required to work, physically onsite)
  - “working remotely” (required to work, but not required by the District to be physically onsite), or
  - “on call” (required to be available for supervisor-directed work to be assigned to work remotely or onsite)

In all statuses, employee compensation will remain intact for the 2019-2020 school year (spread through August 31, 2020 as normal).

The District will provide as much reasonable notice as possible of the expected work status for employees.

In the event an employee is unavailable to report to work onsite when required, the employee shall request and be granted use of existing leave entitlements, or request and be granted COVID-19 leave, if appropriate.

Employees will be given direction from their supervisor regarding the window of time that they are in "On-Call" status. While in "On-Call" status, are to remain local and maintain a work readiness status.

Normal daily operations and all subsequent language regarding daily run assignments, trips, etc. are suspended for the duration of modified operations. Transportation needs are fluid and will be updated in response to the daily district operational needs.

The Union and the District agree to assign work based on the following criteria:

- Assign work first to those employees that volunteer.
- In the event that the volunteer pool is insufficient to meet the operational needs of the district, work will be assigned on a rotational basis beginning with the least senior employee.
- Employees who are unable to perform supervisor-directed work in accordance with the assignment criteria will be required to take appropriate leave.
- Employees may be assigned training activities to be completed while in paid "On-Call" status, Telecommuting options will be available for completion of training.

5. **School Closure Make-up Days.**

The district will comply with State/OSPI guidelines regarding school closure make up days. Make up days will be deemed to already be part of the academic year and the annual employee's contractual compensation.

6. **Ongoing Communication.** The parties agree to meet on an as needed basis to resolve any issues that arise from this MOU, the plan for eventually reopening schools, or any other impact from the COVID-19 mandatory school closure. As such, it is agreed that the terms of this MOU sunset upon the transition to normal District operations or September 1, 2020 whichever occurs first.

For the District:



Michael Farmer  
Superintendent

Date: 4/15/2020

For the Union:



Jim Pyette  
Field Representative

Date: 4/15/2020