

**MEMORANDUM OF UNDERSTANDING**  
**Between Dieringer School District and the International Union of**  
**Operating Engineers, Local 302 (Transportation).**

The purpose of this memorandum of Understanding is to commemorate in writing an agreement between Dieringer School District and the International Union of Operating Engineers Local 302 (Union) regarding:

**Furloughs under Covid-19**

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**RECITAL:**

1. Due to the requirement that the District reopen for the 2020-2021 school year not in a traditional, in-person instruction model but rather in a distant learning model because of COVID-19, the District may Furlough employees.
2. With the continuing pandemic of the COVID-19, the District is projecting financial hardship including low enrollment estimations which will negatively impact funding for transportation.
3. Temporary reductions including furloughs may be necessary during these unprecedented times.
4. The current collective bargaining agreement between the parties regarding Transportation, requires some additional language for the Layoff procedure under Covid-19.
5. The current collective bargaining agreement between the parties regarding Transportation, contains no language in regards to furloughs which may be necessary during COVID-19.

**AGREEMENT**

The parties to this MOU agree to the following:

1. All bus drivers and the assistant bus mechanic will be paid the hours they worked last year at least through September 30, 2020. (Contracted hours as of the date school closed in the 2019-20 school year.)
2. While in Phase 2 of the district reopening plan, employees will be allowed to bid on work up to the maximum work hours they had during the 2019-2020 school year. Other language in the current contract applies when accepting work through the bid process.

3. Employees who are subject to furlough as of October 1, 2020 will have the employer portion of their SEBB benefits paid by the district. Furloughed employees will be responsible for the employee portion(s) of any benefits. Employees should contact the district office at the time of furlough to discuss and ensure that the employee portion of benefits. Employees have the option of paying the district or paying SEBB directly.
4. Employees who are subject to furlough as of October 1, 2020 will have the opportunity to collect unemployment compensation for any hours not worked.
5. The District has the right to call employees back to work at any time during the term of this MOU. This will be done by seniority order, greatest to least. The employee called back shall be given at least 2 work days notice before he/she is skipped over.
6. Furloughed employees will be offered work based on seniority through the bid process. No employee will be required to work more hours than their normal shift unless they agree to the additional hours.
7. Placement in a furlough status is not a guarantee of hours to work, and employees must remain in an on-call status (be available to receive and respond to email, phone, or text message) during the work day. Employees unable to report to work when called in must use appropriate leave.
8. The District will provide all Employees a copy of this MOU.
9. Employees may call the Transportation Department to learn how close they are to being recalled for work.
10. The terms of this MOU shall become effective upon signature by all parties below.
11. All other terms of the current collective bargaining agreement between the parties shall remain in full force and effect.
12. This MOU is intended to respond to the unique circumstances of the current global pandemic. Nothing in this MOU shall set any precedent or past practice.
13. This MOU expires at the end of the 2020-21 instructional year, or if the District enters Phase 3 of its reopening plan, whichever comes first. It is assumed that further negotiations will need to be bargained after the expiration of this MOU.

Dieringer School District

International Union of Operating  
Engineers, Local 302



Michael Farmer                      Date  
Superintendent  
For: Dieringer School District



Jim Pyette                              Date  
Business Representative  
For: The Union Local 302