

1. Placement into a classification-specific Laborer position for targeted training, based on District need and the aptitude of the employee.
2. Extension of their qualification period for further evaluation for permanent placement, not to exceed an additional thirty (30) calendar days.
3. Return to their original classification as a substitute with the employee's previous wage in the position until the employee secures a permanent position.
4. Apply for available positions for which they are qualified within the original classification.
5. Remain in the General Laborer status as a permanent position, the District will compensate the General Laborer employee at the wage indicated on Schedule A (including any applicable differentials) or the wage (including any applicable differentials) the employee is currently compensated at, whichever is greater. No more than two (2) General Laborer positions may remain permanent at any one (1) time.

Maintenance and Operations managers and/or supervisors will make the determination on whether an employee has developed sufficient skills and ability to work independently as a laborer within the classification to which he/she is assigned and may elect to move the employee to "worker" status within the classification. This decision is independent of whether or not a vacancy exists within the classification. The Maintenance and Operations managers and/or supervisors shall notify the PSE President of this determination.

The General Laborer, or PSE on their behalf, can request a move to a "Worker" status following the provisions and requirements of the Classification Committee language in the CBA as per Section 13.5.

The General Laborer ranks cannot exceed five (5) positions without further corroboration between the parties. KSD is under no obligation to retain that number when determining and maintaining staffing levels.

Once the classification-specific laborer has been effectively moved to "Worker" status in either Structural, Mechanical, Grounds, or Warehouse, the Maintenance and Operations managers and/or supervisors, based on current staffing and needs of the KSD, at their sole discretion, may advertise for another General Laborer vacancy and start this process anew.

This Memorandum of Understanding shall become effect upon signatures, shall remain in effect until August 31, 2025, and shall be attached to the Collective Bargaining Agreement.

PUBLIC SCHOOL EMPLOYEES OF  
WASHINGTON/SEIU LOCAL 1948

KENNEWICK M&O CHAPTER

BY: [Signature]  
Mike Coffey, Chapter President

DATE: 1/16/24

KENNEWICK SCHOOL DISTRICT #17

BY: [Signature]  
Toni Neidhold, Director of Human Resources

DATE: 1/16/24



1 MEMORANDUM OF UNDERSTANDING

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3 THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT  
4 BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON / SEIU LOCAL 1948,  
5 KENNEWICK MAINTENANCE AND OPERATIONS CHAPTER AND THE KENNEWICK SCHOOL  
6 DISTRICT #17 PURSUANT TO ARTICLE XVIII, SECTION 18.3. OF THE CURRENT  
7 COLLECTIVE BARGAINING AGREEMENT.

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9 Both parties agree to amend Section 13.2. to read as follows:

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11 **Section 13.2. Cross Training.**

12 In an ongoing and collaborative effort between KSD and PSE to reflect growth and opportunity for  
13 M&O members within individual classifications, as well as lateral movement across classifications, the  
14 General Laborer and classification-specific Laborer positions were created as a cross training  
15 mechanism.

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17 When the District determines that there are enough skilled Journeymen and Workers throughout  
18 General Job Classifications to support a new General Laborer pool, one (1) or more General Laborer  
19 positions will be posted.

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21 The Maintenance and Operations managers and/or supervisors will select candidates to be interviewed  
22 for the General Laborer position and follow Section 10.7. The position of general laborer applies to in-  
23 house applicants only of the Collective Bargaining Agreement when hiring. The successful  
24 applicant(s) will be given the opportunity to work within different job classifications to determine  
25 basic aptitude and ability. The term of this qualification period will not exceed six (6) months. During  
26 this qualification period, the District will compensate the General Laborer employee at the wage  
27 indicated on Schedule A (including any applicable differentials).

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29 As per Section 10.7.1. the General Laborer or Maintenance and Operations managers and/or  
30 supervisors may elect to return the employee to their previously held position.

31  
32 Employees who apply for and are awarded the General Laborer position will only have sixty (60)  
33 workdays to return to their former position, regardless of the six (6) month qualification period per  
34 Section 13.2. Return rights after the sixty (60) workdays will be adhered to as per Section 13.2.  
35 Maintenance and Operations managers and/or supervisors will meet with the General Laborer to  
36 discuss overall performance and observations and receive the General Laborer's feedback on  
37 their experience at the conclusion of the forty-fifth (45th) workday in the General Laborer's position,  
38 allowing time for the General Laborer employee to return to their former position before the sixty (60)  
39 workday return window closes.

40  
41 At the end of the six (6) month period, the Maintenance and Operations managers and/or supervisors  
42 will meet with the General Laborer to discuss overall performance and observations and receive the  
43 General Laborer's feedback on their experience. The General Laborer may request to have a PSE  
44 representative present at the meeting. At the conclusion of this meeting and at the sole discretion of the  
45 Maintenance and Operations managers and/or supervisors, the General Laborer will have their status  
46 changed to one (1) of the following:

