

1 **MEMORANDUM OF UNDERSTANDING**

2 THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT
3 BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU 1948, RICHLAND
4 MAINTENANCE, OPERATIONS, TRANSPORTATION CHAPTER AND THE RICHLAND
5 SCHOOL DISTRICT #400 PURSUANT TO ARTICLE XX SECTION 20.3 OF THE CURRENT
6 COLLECTIVE BARGAINING AGREEMENT.
7

8 The district is subject to closure of in-person education for the remainder of the 2019-2020 school year
9 of K-12 schools in Washington State due to an Emergency order of the Governor as a result of the
10 Coronavirus (COVID-19). The parties agree to the following:
11

- 12 1. No bargaining unit member shall suffer a loss of wages and benefits during this in-person
13 school closure. If school apportionment is impacted, PSE and the District will reconvene to
14 bargain the impact. Employee leave banks will be charged for leave taken from work as defined
15 by the Collective Bargaining Agreement and additions within this Memorandum of
16 Understanding. The District is committed to maintaining salaries so long as apportionment is
17 continued.
18
- 19 2. Employees sick for non-COVID-19 related illnesses or needing to take leave shall have one of
20 the following options:
21 a. Per Section 10.1. of the CBA, the employee may request debiting his/her sick leave;
22 b. Per Section 10.10. of the CBA, the employee may request debiting his/her personal
23 leave;
24 c. Per Section 10.6. of the CBA, the employee may request debiting his/her emergency
25 leave;
26 d. The supervisor and the employee will mutually schedule time to make up the unworked
27 hours to the extent feasible; or
28 e. The employee may accept a deduction of pay (e.g. unpaid leave) for the unworked
29 hours.
30
- 31 3. Making Up Lost Days:
32 It is currently anticipated that long distance learning will be in session through at least June 19,
33 2020. The District will follow OSPI guidelines for waivers related to COVID-19. Both parties
34 agree to meet to negotiate the impact of any days that need to be made up.
35
- 36 4. Shift Change (Bus Drivers):
37 If a driver needs to change a scheduled day of driving with another driver, the driver shall make
38 the arrangement with another driver and notify the administration. If the driver does not fulfill
39 the change, the driver shall be charged leave for the average driving time of two and a half
40 hours (2 ½). It is understood that seniority interruptions based on driver swaps are considered
41 *de minimis* and not subject to contract grievance.
42
- 43 5. Personal Leave:
44 Unused personal days from the 2019-2020 school year may be carried into 2020-21 school year



1 as March 13, 2020 for a maximum of eight (8) days. Any unused personal days in excess of
2 five (5) at the end of the 2020-21 school year shall be made available for a one-time cash out
3 prior to August 31, 2021. Personal leave in excess of five (5) days not used or requested for
4 cash out by that time will be forfeited.
5

6 6. Probationary Employees:

7 Evaluations shall only be provided to employees hired prior to January 1, 2020.
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9 7. Emergency Leave/Essential Staff:

10 The District will follow the Emergency Paid Sick Leave Act (EPSLA) and Emergency Family
11 & Medical Leave Expansion Act (EFMLA) for employees who meet the following criteria:
12

13 a. The employee has been advised by a health care provider to self-quarantine.

14 b. The employee is experiencing symptoms of COVID-19 and is seeking medical
15 diagnosis.

16 c. The employee is caring for an individual subject to a quarantine order or advice.

17 d. The employee is caring for a son or daughter if the child's school or place of care is
18 closed/unavailable due to COVID-19.
19

20 8. NORA letters:

21 Letters of Notice of Reasonable Assurance along with contracts shall be sent out electronically
22 using District email.
23

24 9. Bus Driver Bid Fair:

25 Both parties agree to revisit once there is guidance on any changes to the fall school year.
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27 This MOU is not precedent-setting and is intended to address the specific and unprecedented health
28 emergency presented by COVID-19. In the event that significant changes are made or last longer than
29 the timeframe of this agreement the impact shall be reopened for bargaining.
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31 This Memorandum of Understanding shall become effective upon signature of both parties and shall
32 remain in effect until August 31, 2020.
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35 PUBLIC SCHOOL EMPLOYEES
36 OF WASHINGTON/SEIU 1948
37

38 RICHLAND MOT CHAPTER

RICHLAND SCHOOL DISTRICT #400

39
40
41 BY: Tim Henderson (Electronic Signature)
42 Tim Henderson, Chapter President

BY: Tony Howard (Electronic signature)
Tony Howard, Assistant Superintendent of HR

43
44
45 DATE: April 28, 2020

DATE: April 27, 2020

