

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
TEAMSTERS UNION LOCAL NO. 252
AND
THE OLYMPIA SCHOOL DISTRICT**

1. **WHEREAS**, Teamsters Union Local No. 252 and the Olympia School District are parties to a Collective Bargaining Agreement.
2. **WHEREAS**, The Collective bargaining agreement term is from August 31, 2018 through August 31, 2020.
3. **WHEREAS**, The parties have negotiated mid-term changes to the Current Collective Bargaining Agreement.
4. **WHEREAS**, The Union membership and the School District have approved the negotiated changes.

NOW THEREFORE IT IS AGREED

- A. Effective the date of signing, the following sections to MOU dated May 29, 2020 whether modified or new shall amend the current MOU as well as the current Collective Bargaining Agreement.

1. **Work Assignments:** During periods when the Stay Home/Stay Healthy order remains in effect, The District shall identify essential work that must be performed on site and, where feasible, shall provide reasonable opportunities for remote work/telecommuting for other employees. More specifically, until the current Stay Home/Stay Healthy order expires, only employees performing work designated essential by the District will be required to work on site. Beginning May 11, 2020, the District may require any employee to work on-site, provided (a) the assignment is consistent with any modified or updated Stay Home/Stay Healthy order in effect at the time, (b) assigned on-site workspaces shall be in compliance with applicable CDC, DOH and OSHA guidelines, and (c) employees who per CDC guidance are at high risk for severe illness from COVID-19 will be provided alternate assignments or be permitted to take available leave. Employees who exhibit symptoms consistent with, or have been diagnosed as having COVID-19 must remain off site until medically cleared.

Throughout the closure, all employees are expected to remain ready and available for work during scheduled work hours, whether remotely or on site as applicable. Schedules may, however, be modified to accommodate social distancing and other requirements.

Assigned duties (including remote and on-site work) may include training and tasks outside the scope of normal work assignments, consistent with the employee's training and qualifications. For example (and without limitations), where an employee performing an essential duty is not able to complete his or her regular duties due to illness or illness of a family member, another unit member may complete those essential duties. Those duties will be paid at the current rate of those duties unless the employee's normal scope of work is paid at a higher rate, than the highest rate

shall be applied. If no other unit member is available, then a supervisor may complete those essential duties. In such cases, the District shall notify the Union prior to moving work from the bargaining unit and the temporary work assignment shall be non-precedent setting.

Through May 10, 2020, (a) employees required to perform essential work on site shall be paid at a rate of one and a half time (1.5) their normal hourly wage for that work, and (b) employees provided essential work remotely shall accrue vacation time at double the accrual rate. This additional compensation and vacation accrual will end effective May 11, 2020. Additional vacation leave is not subject to cash out and shall not be subject to accrual limits. Employees shall coordinate use of the vacation leave with their supervisors.

Supervisors will communicate electronically with employees at least weekly regarding work expectations, and more so when those expectations change during the closure. Employees who are not on leave status are expected to check their work email accounts regularly throughout their current work schedules and respond to any emails as needed.

2. **Compensation and Benefits:** If (as currently the parties' expectation) state apportionment funding continues uninterrupted to the District through the 2019-2020 school year, bargaining unit employees with regular assignments for the 2019-2020 school year will continue to receive their regular compensation during District closure(s) related to COVID-19 provided they (a) remain available for on-site or remote work during their regularly scheduled hours or (b) have and use available paid leave. The parties will revisit this understanding if their current expectations as to state funding are incorrect.

The parties acknowledge that the District may be required to reduce positions or hours in advance of the 2020-2021 school year and in the event of further COVID-19 closures, may be required to implement furloughs or layoffs for non-essential positions during the course of the school year. In the event this occurs, the District and the Union will meet to negotiate the terms of such. Subject to this understanding, bargaining unit employees will continue to receive their regular compensation during 2019-2020 closure related to COVID-19 provided they (remain available to work on-site or remotely during their regularly scheduled hours or (b) have and use available paid leave.

3. **Leaves:** No employees leave account shall be deducted for sick, emergency, personal or any other leave, paid or unpaid, during the 2019-2020 school year closure period when they remain able and available to work. Any employee who was scheduled to use sick, personal, or FMLA leave during the initial closure period (through April 24, 2020) when those employees were directed not to report to work but before they were given opportunities to work remotely, shall have those leave balances for that period restored, and those leave days shall be converted to COVID-19 emergency leave. COVID-19 emergency leave shall be paid at the same rate as sick leave.

Any employee who is not able to work (including remote work) for reasons that qualify for paid leave under the Family First Coronavirus Response Act (FFCRA) may use available FFCRA authorized paid leave before accrued paid leave available

under the Collectible Bargaining Agreement. COVID-19 emergency leave authorized and used prior to the effected date of this Amended MOU shall not count toward FFCRA leave entitlements.

4. **Substitutes:** For 2019-2020, Teamster substitutes will be paid based on a weekly average of the base hours worked between the start of the school year and March 13, 2020. For 2020-2021, substitutes shall only be paid for work actually performed.
5. **Employees in Temporary Assignments:** For 2019-2020, any employee working in a temporary assignment as of March 13, 2020 will be paid for the assignments they accepted through the duration of the temporary assignment. For 2020-2021, pay for temporary assignments will not be applicable for periods when the additional duties for the assignment are not being performed.
6. **Legal Indemnification:** Nothing in this MOU supersedes state or federal law or executive orders. The parties will revisit this understanding and meet to negotiate any necessary changes if either party concludes that its terms are contrary to or inconsistent with any law or guidance from the Governor, Attorney General, Superintendent of Public Instruction, State Auditor or any other state or Federal authority.

- B. This MOU will continue in full force and effect without modification for the duration of the 2019-2020 school year and, if the current school closure is extended beyond the 2019-2020 school year, for the duration of the closure, but in no event past the 2020-2021 school year.

Executed this _____ day of May, 2020.

Teamsters Union Local No. 252

Olympia School District

Shandi Cardin, Business Agent

Patrick Murphy, Superintendent