

Memorandum of Understanding
Between the Olympia School District
And
Teamsters
Custodial, Maintenance, Grounds & Transportation
Food Service
Technology

Whereas President Donald Trump declared a national state of emergency to address the spread of Covid-19 on March 13, 2020; and the World Health Organization declared Covid-19 a global pandemic on March 11, 2020; and Governor Jay Inslee declared a state of emergency to address the spread of Covid-19 on February 29, 2020, and then ordered the closure of all public and private schools through at least April 24, 2020 in order to protect the health and safety of students, staff, and the public;

And whereas these mandatory closures will undoubtedly impact the wages, hours, and working conditions of bargaining employee and all Teamsters bargaining units, the Olympia School District (the District) and the Teamsters agree as follows:

Reasonableness Standard

Given the unprecedented scope of the disruption of the COVID19 emergency, the parties agree to apply a reasonableness standard to all dealings, and to make a good faith attempt to cooperate in this regard.

Work Assignments

Given that the COVID-emergency, especially in these early stages, warrants a need for the District to provide immediate, essential services to families and employees that does not necessitate work from all employees, the district shall determine what work is essential and work that is non-essential, regular work during the closure. Employees providing essential work remotely during the closure shall accrue vacation time at double the accrual rate. This additional vacation leave shall not be subject to cash out, and shall not be subject to accrual limits. Employees shall coordinate use of this vacation leave with their supervisors.

The District shall identify work that is deemed essential and must be performed an onsite work location. Only those employees required to perform essential work at an onsite location shall be paid at a rate of one and a half times (1.5) their normal hourly wage.

Where feasible, the District shall provide reasonable opportunities for remote work/ telecommuting for all positions. Remote work shall be consistent with the employee's job description and may include training.

For all employees, the District shall provide unique paid emergency Covid-19 leave to cover all days and hours not worked when no meaningful work can be performed during the closure.

Employees who are at high-risk shall initially be placed on special paid emergency Covid-19 leave. High risk shall be defined as people over 60, those with underlying health conditions, those with weakened immune systems, or those who are pregnant. If the Center for Disease Control and Prevention or county health department expands the definition of high-risk, those individuals shall automatically be included in this section. These employees should stay in the local

area and remain available if at a later date both parties agree that work is available remotely that they could undertake, unless they are medically unable to do so.

To that point, given the fast pace of change around this situation, all employees are expected to stay in the local area so as to be available for work remotely and/or on site if both parties mutually agree to the site being appropriate for work and in alignment with recommendations from health authorities. Staff shall be available unless medically excused.

Compensation and Benefits

If (as is currently the parties' expectation) state apportionment funding will continue uninterrupted to each district throughout the mandated closure, all bargaining unit employees with regular assignments for the 2019-2020 school year will continue to receive their regular compensation during any district closure(s) related to COVID-19 provided they (a) remain available for remote work during their regularly scheduled hours or (b) are medically unable to work. The parties will revisit this understanding if their current expectations as to state funding are incorrect.

Leaves

No employee leave account shall be deducted for sick, emergency, personal, or any other leave, paid or unpaid, during the closure during periods when they remain able and available to work, including remotely. Any employee who was scheduled to use sick, personal, or FMLA leave during the initial closure period, when 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) during the closure because they have contracted Covid-19 or developed Covid-19 symptoms or are providing care to a household employee who has contracted Covid-19 or has developed Covid-19 symptoms employee as defined in the Collective Bargaining Agreement, shall be awarded Covid-19 emergency leave. In order to reduce the burden on the healthcare system during the pandemic, a doctors' note shall not be required. Employees shall communicate with their direct supervisors if they need to use Covid-19 emergency leave and the reason for same.

Substitutes

Teamster substitutes will be paid based on a weekly average of base hours worked between the start of the school year and March 13, 2020.

Employees in Temporary Assignments

Any employee working in a temporary assignment as of March 13, 2020 will be paid for the assignment they accepted through the duration of the temporary assignment.

Legal Indemnification

Nothing in this MOU supersedes state or federal law or executive orders. The parties will revisit this understanding and will 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.

Duration

This MOU shall remain in effect until the current emergency closure ends or April 24, 2020, whichever occurs first. If the current school closure is extended beyond April 24, 2020, the parties will meet to discuss the possible further extension, with or without modification, of this MOU.

For the Association

Date

For the District

Date