

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "MOU") is made by and between the Watertown Board of Education (hereinafter the "BOARD") and the Local #1303 of Council #4, American Federation of State, County & Municipal Employees (AFSCME), AFL-CIO, Watertown Educational Secretaries (hereinafter the "UNION"), both of which are sometimes hereinafter referred to as "the parties."

WHEREAS, the BOARD and the UNION are parties to a collective bargaining agreement covering the period July 1, 2018 to June 30, 2021 (the "Agreement"); and

WHEREAS, in light of the growing concerns regarding the coronavirus (COVID-19) and the State of Connecticut's suggestion that school districts close their schools in order to mitigate the COVID-19 outbreak; and

WHEREAS, the Watertown Public Schools are now closed (hereinafter referred to as the "emergency closure"); and

WHEREAS, the parties seek to ensure that employees will receive paychecks during this school closure;

WHEREAS, the parties seek to ensure compliance with Governor Ned Lamont's Executive Order No. 7 issued on March 12, 2020;

The parties agree as follows for the remainder of the 2019-2020 school year:

1. The employees in the bargaining unit are hourly employees and the parties' Agreement does not provide for annualized pay.
2. The parties agree that the work year definitions set forth in Article V, Section 5.0 of the collective bargaining agreement are replaced by the terms of this Agreement for the 2019-20 school year.
3. The parties recognize that in light of the spread of COVID-19, Governor Ned Lamont signed Executive Order No. 7, which waives the 180-day school day requirement for school districts so long as the Board successfully petitions the Commissioner of Education to implement a distance learning plan.
4. Effective as of execution of this Agreement, the parties agree that employee pay for the remainder of the 2019-2020 school year will be annualized through and including June 30, 2020, the last scheduled work day of the 2019-2020 fiscal year.
5. The annualization shall occur on the following schedule. All paychecks will be computed by dividing remaining compensation equally over remaining pay periods, so that by the close of the fiscal year, June 30<sup>th</sup>, each employee will have earned his/her anticipated annual base compensation.

6. The parties acknowledge and agree that employees may receive a greater number of paychecks between March 13, 2020 and June 30, 2020, with each paycheck being less in dollar amount than the paychecks received prior to this Agreement by such employees. The Union recognizes and agrees that in order to receive the same total base compensation as they anticipated, employees are required to work all scheduled hours and work days, through and including June 30, 2020, the last scheduled work day of the 2019-2020 fiscal year. The Union recognizes and agrees that once the schools reopen or if employees are required to work because the State approves a distance learning plan for the Watertown Public Schools, if an employee does not work such scheduled hours and/or is not on an approved paid leave, the employee's pay will be adjusted to reflect payment based on the actual hours worked during the applicable pay period. If an employee works overtime during a pay period once the schools reopen (with approval as applicable), the employee's pay will be adjusted to reflect payment for such overtime during the applicable pay period.
  
7. This Memorandum of Agreement shall not be used as precedent or cited as practice by either the Board or the Union in any proceeding whatsoever except to enforce the terms of this Memorandum of Agreement.



Watertown Board of Education



Local #1303 of Council #4, AFSCME,  
AFL-CIO, Watertown Educational  
Secretaries

3/24/20  
Date

3/24/20  
Date