

MEMORANDUM OF UNDERSTANDING
between
MARYSVILLE SCHOOL DISTRICT
and
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 925

THIS MEMORANDUM OF UNDERSTANDING SETS FORTH THE FOLLOWING AGREEMENT BETWEEN MARYSVILLE SCHOOL DISTRICT AND THE SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 925.

Whereas, the District and Union agree to the following terms regarding the Remote School Start, re-opening, reductions in force (RIF), and the work of 10-month and 12-month employees change in work condition.

Due to remote start to learning for the 2020-2021 school year because of the COVID-19, and the subsequent lack of available work for staff members, the District has implemented a temporary furlough. Because of these circumstances, the District and Union have met and agreed to the following items deemed impactful to their members:

A. Benefits-Medical, Dental, Vision, Life and Long-Term Disability (if applicable)
Employees will continue to be reported as current employees and as eligible for insurance benefits through the School Employees Benefits Board (SEBB), including the employer contribution. It is understood they will be eligible based on hours in February 2020.

B. Shared Work
If the district finds that a “shared work” option is possible, they will bargain with the union to implement.

C. Para Professionals Expectations for Continuous Learning and Hybrid Models for the 2020-2021 School Year

Distance Learning Paras may work from home or from their building, if deemed feasible by the District. Paras deemed feasible to work from home by the District shall have a meaningful work plan created by his/her administrator. Staff are expected to avoid doing personal errands during contracted time (duty-free lunch is an exception). Staff will have access to buildings as long as safety guidelines are followed and the building is not closed to all for any reason. Staff will be notified in advance if their work space is scheduled to be used in their absence. The District will not provide Internet or hot spots for connectivity. Paras working from home will be responsible for phone and internet access.

For health and safety reasons, staff are not allowed to bring their own children to work with them.

D. Recall to Initial 2020-2021 Assignment

When all schools are re-opened Employees will be given at least 15 working days of notice of the expected re-open date and return to 2020-21 initial school-year assignment and hours. If the reopening model requires a change to working conditions, the district and union agree to bargain any changes to working conditions before reopen. If, per the CBA someone has applied for and accepted a different permanent position, they will retain the position. If someone has accepted a temporary assignment, they will return to their initial 2020-21 school-year assignment. In the event the school district re-opens in a shorter timeline, employees will have up to 15 days to return to their 2020-21 initial school-year assignment

E. Partial re-open

Schools may re-open under a hybrid model. Employees will be given at least 15 working days of notice of return or have up to 15 days to return from recall to their 2020-21 initial school year assignment. If the reopening model requires a change to staffing levels and/or working conditions, the district and union agree to bargain any changes to working conditions before reopen. If, per the CBA someone has applied for and accepted a different permanent position, they will retain the position. If someone has accepted a temporary assignment, they will return to their 2020-21 initial school year assignment.

F. Unfilled positions and Vacancies Temporary

Positions not included in the reduction of force list given to the union in the August 2020 MOU Exhibit A, are to be filled within 7 days. If one of these positions is temporarily vacated for any reason the district will immediately fill the position from the recall list based on seniority and current qualifications per the CBA. Employees placed in these positions will be returned to their initial 2020-21 assignment per this agreement.

G. Unfilled positions and Vacancies Permanent

Positions not included in the reduction of force list given the union in the August 2020 MOU Exhibit A, are to be filled within 10 days. If one of these positions is vacated for any reason the district will immediately fill the position from the recall list based on seniority and current qualifications. Positions will be filled temporarily and the employee will be returned to the initial 2020-21 assignment per this agreement.

H. Bargaining Unit Work

Employees will not work beyond their regularly scheduled hours without advance authorization. In the event that an employee is assigned to perform work outside of their regular job classification, the district will provide appropriate training and pay at the higher job classification. If an employee works out of classification for ten (10) or more

hours in a week for two consecutive weeks, the employee will be paid at the higher classification for the entire hours worked those weeks at the higher classification pay.

If a department adds ten (10) or more hours in a week by utilizing recalls/substitutes, adding hours to existing employees, overtime, or assigning out of class work for two consecutive weeks, then the department will post a job and recall list per the CBA. If, department meets this threshold and a special project or circumstance prohibits the creation of a position, the district may award hours to current employees per mutual agreement with the union.

If an increase in hours or workforce is needed, shifts will be filled first by those available from the recall list per the CBA and then by an equal rotation according to seniority.

The District may utilize Food Service employees to ensure there are two SEIU bargaining unit members per bus delivering meals.

Safety will be regularly addressed at Labor Management Committee.

I. Effective Dates

As the COVID-19 crisis evolves and/or new regulations are put into effect, the District and the Union will meet to make any adjustments to this MOU as are deemed necessary. This MOU may be modified only by mutual agreement of the parties. If any part of this MOU is invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable. Disputes relating to this MOU will be subject to the grievance and arbitration provisions of the Collective Bargaining Agreement.

This Agreement shall not be construed to restrict any other rights of the District or Union under the CBA, including but not limited to the District's right to lay off employees should such need arise subsequent to this agreement.

This Memorandum of Understanding will be take effect upon the adoption date of September 1, 2020 and expire on December 31, 2020. If the working conditions and student status are substantially the same on January 1, 2021 as September 1, 2020 this Memorandum of Understanding will automatically be renewed through March 31, 2021. Should the District return again to remote learning anytime during the 2020-2021 school year this Memorandum of Understanding will be in effect.

Due to COVID 19 parties agreed to accept electronic copy as both parties are not available for signature, September 21, 2020.

For the District:

Tracy Souza
Executive Director, Human Resources

Service Employees International Union 925:

Tricia Schroeder
Field Representative

Service Employees International Union 925:

Debbie Harris
Ten Month President

Service Employees International Union 925:

TJ Schmoe
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