

MEMORANDUM OF UNDERSTANDING
between the
SERVICE EMPLOYEES INTERNATIONAL UNION 925
Representing Nutrition Services Employees
and the
BELLEVUE SCHOOL DISTRICT
Regarding
Impact of the Pandemic of Coronavirus and Reduction in Force, Fall 2020

The Union and District agree to the following related to the beginning of the school year:

1. Per Article 2, Management Rights, the District will extend the furlough began September 3, 2020 and concluded October 9, 2020, with an extension to Oct. 31, 2020 as we negotiated this successor MOU. This furlough shall be extended through Dec. 31, 2020. The furlough will apply to 25 identified employees.
 - a. If, by Dec. 31, 2020, no anticipated work for January 2021 is available for furloughed employees, said employees are subject to Reduction in Force.
2. All other employees who are not staffed into a position shall be notified of a Reduction in Force (Layoff), per Article 5.5. The condition of the layoff is as follows, modifying Article 5.5.
 - a. Employees with current assignments will keep those assignments.
 - b. Staff currently on furlough will be selected for reduction in force (layoff) and enter the recall pool
 - c. Employees in the recall pool who meet the qualifications of open positions will be recalled to positions in seniority order
 - d. Employees will remain in the recall pool for one year and retain leave balances, seniority, and pay scale placement if they return to employment with the Nutrition Services Department.
 - e. At the end of one (1) year, the Union and District will review to determine if an extension to the recall period is warranted.
3. Employees shall not be compensated for days designated as furlough days.
4. Employees may not use general leave instead of unpaid furlough days.
5. During the furlough period, no bargaining unit work will be performed by non-bargaining unit employees.
6. During the furlough period, the District will not hire any new employees into the bargaining unit without consultation and approval by the Union.
7. During the furlough period, the District may temporarily modify work schedules to accommodate the need to provide meals as delineated by the District. Any modifications shall be done in consultation with the Union.
8. Employees shall continue to accrue seniority (Article 5, Section 1), and earn general leave (Article 6, Section 1) as stipulated in the Collective Bargaining Agreement (CBA).

9. Employee Performance Evaluations as stipulated in Article 9 shall be suspended during the furlough period.
10. Employees shall be assigned work by position by seniority as delineated in Article 5, Section 1 and Section 5.4.2.
11. Employees receiving benefits as determined by SEBB (630 hours) and identified for layoff shall maintain the District paid premiums through November 30, 2020. Employees are responsible for any additional employee deductions.
12. Employees receiving benefits as determined by SEEB (630 hours) and identified for extended furlough shall maintain the District paid premiums through December 31, 2020. Employees are responsible for any additional employee deductions.
13. Employees receiving benefits as determined by the current CBA above 12 hours per week and below the SEBB delineated threshold and identified for extended furlough shall maintain benefits during the furlough period per Article 7, Section 1 through December 31, 2020. Employees are responsible for any additional employee deductions.
14. Employees receiving benefits as determined by the current CBA above 12 hours per week and below the SEBB delineated threshold and identified for layoff shall maintain benefits during the furlough period per Article 7, Section 1 through November 30, 2020. Employees are responsible for any additional employee deductions. The parties acknowledge they did not agree to a solution required in the MOU, "The parties commit to establish benefit levels for employees for the remainder of the collective bargaining agreement no later than August 31, 2020," as stated in the Transition to SEBB MOU entered into on Oct. 24, 2019. Instead, the parties are interpreting SB 6189 to override any decision to change benefit levels while still under a state of emergency by as declared by the Governor. The parties agree that within two weeks of the expiration of the Governor's proclamation, the parties must either reach agreement on a solution to benefits or that benefits for employees shall remain in effect for the remainder of the Collective Bargaining Agreement.
15. All other terms and conditions of the contract not modified in this agreement will be in full force and effect during the furlough period.

Date: 11/04/2020

For the District



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For SEIU 925



Aaron Horton
Organizer