

MEMORANDUM OF UNDERSTANDING

THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING IS TO SET FORTH THE FOLLOWING AGREEMENT(S) BETWEEN PUBLIC SCHOOL EMPLOYEES OF WASHINGTON/SEIU LOCAL 1948 LACONNER CHAPTER #811 AND THE LACONNER SCHOOL DISTRICT #311. THIS AGREEMENT IS ENTERED INTO PURSUANT TO ARTICLE XV, SECTION 15.3 OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT.

Article I, Section 1.6: Temporary Employees:

Current Language: Temporary employees shall be defined as those employees hired for sixty (60) working days or less in any twelve (12) month period; performing bargaining unit work for special needs, unique need projects or grant funding requirements. Temporary employees will be paid in accordance with Schedule A of this Agreement but not subject to any other terms and conditions. Temporary employees will not be substituting for a person on an approved leave. Current employees who are interested, qualified and available will have priority in filling these position assignments. Positions that exceed or are expected to exceed sixty (60) days will be considered “Regular” positions and be posted in accordance with Section 10.9 of this Agreement and will be covered by all terms and conditions of this Agreement.

Proposed Language: It is understood between the association and the district that at times it will be necessary to hire temporary employees for bargaining work. Employees may be hired according to these terms:

1.6.1 Definition of Temporary Employee:

- (A) Employees hired for sixty (60) working days or less in any twelve (12) month period to perform bargaining unit work for special needs, unique needs or grant funded requirements.
- (B) Employees hired for twenty (20) working days or more to replace a regular employee on an approved leave of absence.
- (C) Employees hired for positions determined to be no more than one school year due to pandemic or emergency response, or special grant funding.

1.6.2 Terms of Temporary Employee:

- (A) Temporary employees will not qualify for Article X, Section 10.7 and do not have any preference or rights to available work over current employees.
- (B) Temporary assignments will not exceed the end of the school year in which it was posted. If it is determined the position will be available in the next school year, it should be posted as a regular position.
- (C) Temporary employees will be paid in accordance with Schedule A of this agreement.

1.6.3 Rights of Current Employees for Temporary Work:

Current employees who are interested, qualified and available will have priority in filling a temporary assignment, a temporary leave of absence from their current position can be considered in order for the employee to take the temporary assignment. The employee will return to their previous assignment when the temporary assignment ends.


1.6.4 Notification of Availability of New or Open Positions

- (A) New or open temporary assignments shall be publicized according to Article X, Section 10.9.
- (B) Job postings for temporary assignments will be designated with a status of temporary on the job posting and will include the end date of the assignment.
- (C) In the event that a temporary assignment is deemed to be changed to a regular assignment, the assignment will be publicized in accordance with Article X, Section 10.9. Temporary employees hired for the temporary assignment may apply for the continuing assignment, however, will not be given preference over any current regular employee according to Article X, Section 10.7.


As indicated by the signatures below the parties have executed this agreement on the date noted. This memorandum of understanding shall be attached to the current Collective Bargaining Agreement during the next open bargain.

PUBLIC SCHOOL EMPLOYEES OF
WASHINGTON/SEIU LOCAL 1948

LACONNER CHAPTER #811

BY: 
Randal Wills, Chapter President

LACONNER SCHOOL DISTRICT #311

BY: 
Rich Stewart, Superintendent

DATE: 3/25/2021

DATE: March 26, 2021