

## LETTER OF UNDERSTANDING BETWEEN HAVRE PUBLIC SCHOOL DISTRICT AND THE TEAMSTER LOCAL #2

This agreement is between the Havre Public Schools (The District) and Teamster Local #2 (The Union) for the period of March 29, 2020 through April 10, 2020. If the crisis continues, the parties agree to determine next steps including but not limited to negotiation of a successor memorandum. Each collective bargaining agreement identifies hours of work and in some cases work location.

Due to the COVID-19 pandemic, the District is, in response to the Governor's directive, dated March 24, 2020 at 3:30pm, Mountain Standard Time, extending the closure of all public K-12 Schools through April 10, 2020.

This memorandum of agreement confirms that The District will compensate all employees at their regular rate of pay for their hours worked. Health and other benefits will be paid accordingly.

Based on currently available information and clinical expertise, older adults and people of any age who have serious underlying medical conditions might be at higher risk for severe illness from COVID-19. Those at high-risk for severe illness from COVID-19 include

- People aged 65 years and older
- The CDC identifies the following as individuals who may possess high-risk medical conditions
  - People with chronic lung disease or moderate to severe asthma
  - People who have serious heart conditions
  - People who are immunocompromised including cancer treatment
  - People of any age with severe obesity (body mass index [BMI] >40) or certain underlying medical conditions, particularly if not well controlled, such as those with diabetes, renal failure, or liver disease.

Employees who possess these risk factors are authorized to coordinate teleworking duties, if possible, with their supervisor. The District agrees to compensate these individuals at their regular rate of pay for normally scheduled work or telework.

Employees with diagnosed with COVID-19, experiencing symptoms of COVID-19, quarantined for reasons related to COVID-19 or caring a family member for reasons related to COVID-19, and unable to perform remote or onsite work shall contact their administrator and are asked not to attend any on-site work functions. In these cases, regular sick leave or federal Emergency Paid Sick Leave must be used. Conflicts arising from this provision will be resolved through the Director of Personnel.

Individuals who choose to remain at home who are not identified as high-risk, ill for reasons unrelated to COVID-19, or who do not exhibit the symptoms of COVID-19 will need to use sick leave or vacation leave in order to receive regular compensation. All other provisions of the Collective Bargaining Agreement will be adhered to.

All overtime must be pre-approved and directed by Administration. Employee call out procedures will apply for all contracts where this is present. Employees may be asked to perform functions that are outside their normal job duties to facilitate District operations, consideration will be made within the unit.

Secretaries may be asked to support administration remotely or on site. Any overtime pre-approved will be compensated accordingly. All state and federal laws apply during this time unless specifically waived by the governing authority.

This Agreement shall expire effective end of day April 10, 2020 and shall not alter the terms of the Master Agreement or be used as precedent or cited as practice by either the Board or the Unit in any proceeding whatsoever except to enforce the terms of this Letter of Agreement.

THIS AGREEMENT is signed and dated this 26<sup>th</sup> day of March 2020.

FOR THE 16-A SCHOOL DISTRICT:

Alden R. Couch

Board Chair

[Signature]

Superintendent

FOR THE TEAMSTERS UNION:

[Signature]

Secretary Treasurer – Principal Officer