

**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 16, 2020 through March 29, 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 COVID19 pandemic, the District is, in response to the Governor's order, dated March 15, 2020 at 5pm, Mountain Standard Time, closing all public K-12 Schools for two weeks beginning March 16. This will result in an anticipated return to work, March 30, 2020. This memorandum of agreement confirms that The District will compensate all employees during the two-week closure at their regular rate of pay for their regular hours. Health and other benefits will be paid accordingly.

All time-off will be cancelled and employees will be credited with any pre-approved time off during the closure. Employees shall stay in contact with their administrator during this period of time through email, phone contact and TEAMS and other digital medium as directed by the district.

Employees with significant health issues or who may be ill or caring for a family member, and unable to perform remote or onsite work shall contact their administrator and are asked not to attend any on-site work functions. Conflicts arising from this provision will be resolved through the Director of Personnel.

In the case of hourly employees who are deemed essential to respond to necessary situations such as Custodial and Maintenance Staff, Secretaries, etc., The District will compensate overtime as earned and approved. Facilities and Maintenance will be in a state of response as deemed appropriate by the District. 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 March 29, 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 Memorandum of Agreement.

THIS AGREEMENT is signed and dated this 26th day of March 2020.

FOR THE 16-A SCHOOL DISTRICT:

Alex R. Couch

Board Chair

CPC

Superintendent

FOR THE UNION:

Evin Foley

Secretary Treasurer – Principal Officer