

ESD 113 Sound To Harbor Early Learning – Federation of Head Start Employees
2020 Negotiations
October 5, 2020
Union counter-proposal for flexible schedule MOU

Memorandum of Understanding

1. This Memorandum of Understanding is entered into by and between Capitol Region Educational Service District 113 Sound (ESD113) and the Federation of Head Start Employees, Local 6153, AFT Washington, AFL/CIO ("Federation").
2. The parties are signatories to a collective bargaining agreement (CBA) for the period September 1, 2018 to August 31, 2021, addressing the terms and conditions of employment of ESD113's Head Start employees who are members of the bargaining unit. Article II, Section 1 of the CBA addresses hours of work for bargaining unit employees. It provides that all bargaining unit employees will be provided an individual work calendar at the beginning of each program year. This work calendar specifies the employee's regular schedule of workdays and hours of work. Section 1 also provides that ESD113 may authorize employees to work hours that were not initially scheduled on their work calendar and/or to change an employee's work schedule after consultation with the employee to accommodate evening meetings or other events.
3. The ability of a number of bargaining unit employees to work their assigned schedule has been impacted by childcare and school closures caused by safety concerns presented by COVID-19. These employees will be now afforded the ability to adjust their individual daily work schedule between the hours of 7:00 am and 7:00 pm, to better accommodate the impact of childcare and school closures, conditioned upon the approval of the individual employee's Center Director, which approval must be documented in writing. Within this twelve-hour window, staff may attend to their children's needs in a flexible manner, while still providing their contracted hours of work each day.
4. Because of concerns related to the employee's timely availability to families and their Center Directors that may be caused by this flexible scheduling, approval of this flexible scheduling may be withdrawn at any time.

5. The parties agree to this arrangement until such time as an employee is directed to return to the in-person provision of services, on either a hybrid or full-time basis.
6. Notwithstanding the above, employees must remain available to attend staff meetings, trainings and evening meetings or other events as may be scheduled by ESD113 in accordance with Article II Section 1 of the CBA.
7. This MOU shall be in effect upon signature of both parties and shall remain in place for the duration of the 2020-2021 program year or until such time as normal Center operations resume, whichever comes first. All other provisions of the CBA shall remain in full effect. This MOU is not precedent-setting and is intended to address the specific and unprecedented health emergency presented by COVID-19.

Signed by the Employer:

Signed by the Union:

Tracye Ferguson

Sophia Rydner

Date: 11/6/2020

Date: 11/6/2020