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**MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT (DISTRICT)
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, Chapter 586 (CSEA)
CORONAVIRUS/COVID-19 EFFECTS**

April 14, 2020

The South Orange County Community College District ("District") and the California School Employees Association and its Chapter 586 ("CSEA") (collectively "Parties") recognize the importance of maintaining safe facilities and operations for the benefit of the students and communities served by the District, and for the safety of District employees.

We encourage all District employees to practice social distancing for themselves and their families, and we recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with coronavirus. The District and CSEA recognize that significant measures to control the spread of coronavirus have been enacted by Federal, State, County and District officials, and we further recognize that slowing or preventing the spread of coronavirus, and the disease the virus can create, COVID-19, is of the utmost importance.

CSEA and the District further agree to cooperate, now and into the future, on steps to be taken to identify potential exposure to coronavirus, and to prevent the spread of the disease COVID-19. We further agree that essential functions of the District operations should be maintained, and that the below provisions should be made for District employees impacted by the coronavirus pandemic.

Pursuant to negotiations between the Parties, the following Memorandum of Understanding (MOU) is in regards to the effects related to the District's response to the coronavirus/COVID-19 pandemic, notwithstanding those District actions taken in response to legislative, regulatory, and/or executive actions. To these ends, the District and CSEA agree as follows:

1. By this MOU, the District and CSEA notify the District's employees and CSEA bargaining unit members of their duty to perform their assigned work, when required by the District, during the current coronavirus/COVID-19 pandemic absent reasonable fears for their health or safety as per the conditions specified herein; that is, to grieve specific work assignments and seek advocacy through their union at work, CSEA, rather than to outright refuse work assignments absent evidence that the assigned task is illegal or unsafe and/or puts their own health or another's health at risk.
2. During the current State of Emergency period, employees must either: (1) report to work remotely as needed; (2) report to the physical work site, as needed; or (3) be relieved of duty by requesting available leave.
 - a. During normal work hours, all employees working remotely and not on an approved leave must be available to receive calls and/or emails from District administrators regarding work-related matters.
 - b. During this same period, all current sick leave requests may be re-designated from another source at the election of the employee. Any employee who is currently utilizing

sick leave shall be afforded the opportunity to remain on paid/working status within the direct management of the District, shall be afforded the opportunity to take paid leave, and shall be afforded the opportunity to take leave without pay and not be required to use paid sick leave or any other form of paid time off consistent with the terms of the Parties Collective Bargaining Agreement.

- c. Similarly, during the current State of Emergency period, any employee who was previously approved and scheduled for vacation shall be allowed to cancel such vacation leave in order to be available to work during the full extent of the crisis.

3. The District agrees to inform CSEA, within a reasonable time frame, when the District directs significant numbers of unit members to report for work on-site during COVID-19 related closures.
4. The District agrees to provide personal protection equipment (PPE), as required by OSHA and the CDC guidance, to unit members with a heightened exposure (defined as anything above low exposure) risk of exposure to COVID-19, as set forth in the Occupational Safety and Health Administration (OSHA)'s "Guidance on Preparing Workplaces for COVID-19." Specific individual duties requiring enhanced PPE shall be identified by the unit member to their immediate supervisor, and subject to approval and procurement.
5. The parties recognize that the Federal "Families First Coronavirus Response Act," also known as HR 6201, provides most employees with two weeks (80 hours for full-time, or a pro rata share for part-time) of paid leave for coronavirus-related absences, and extends Family Medical Leave Act (FMLA) leave.

The parties recognize that such leave as provided by HR 6201 shall be available to eligible unit members who are unable to work or telework, that the District is entitled to request documentation of the circumstances surrounding the leave request, and that these leaves shall be drawn prior to any other forms of paid or unpaid leave available to an eligible employee in the appropriate circumstances, as follows:

- (1) The unit member is subject to a federal, state, or local quarantine or isolation order related to COVID-19, full-paid leave shall be granted with compensation of not more than \$511 per day (\$5,110 in total);
- (2) The unit member has been advised by a health care provider to self-quarantine because of COVID-19, full-paid leave shall be granted with compensation of not more than \$511 per day (\$5,110 in total);
- (3) The unit member is experiencing symptoms of COVID-19 and is seeking a medical diagnosis, full-paid leave shall be granted with compensation of not more than \$511 per day (\$5,110 in total);
- (4) The unit member is caring for an individual subject to a quarantine or isolation order, or who has been advised to self-isolate, paid leave at two-thirds the regular rate (or state minimum wage, whichever is greater) shall be granted with compensation of not more than \$200 per day (\$2,000 in total);
- (5) The unit member is caring for their own child whose school or place of care is closed or whose childcare provider is unavailable due to COVID-19 precautions, paid leave at two-thirds the regular rate (or state minimum wage, whichever is greater) shall be granted with compensation of not more than \$200 per day (\$2,000 in total); or

- (6) The unit member is experiencing substantially similar conditions as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury (the Parties recognize that these conditions have not been specified yet).

The parties further recognize that HR 6201 extends FMLA leave in various ways, including making it available to any unit member who has been employed for at least 30 days, making it available to employees unable to work or telework due to the need to care for an employee's child if the child's school or place of care has been closed due to a public health emergency and no other suitable person is available to care for their child, and creating a partially paid leave (capped at \$200 per day; \$10,000 aggregate) after the first 10 days.

The parties acknowledge that unit members may use any previously accrued leave balances to supplement the partial wages provided in HR 6201.

6. Sick leave policies will be liberally construed to encourage employees suffering from any *respiratory symptoms or fever* not to infect others by coming to work. Employees who have exhausted accrued sick leave may use extended sick leave or may elect to use accrued vacation leave.
7. Employees at higher risk of serious illness from coronavirus or who are over the age of 65 or immunocompromised through acute or chronic illness, or who have family members in their immediate households over the age of 65 or who are immunocompromised, shall be granted reasonable accommodations for known medical conditions, upon request, for the first opportunity to remain at home during the time the district site or college is closed.
8. If State and Federal directive(s), authorization(s), and/or appropriation(s) for additional paid sick leave are approved, unit members who utilize paid sick leave for the purposes of quarantine, diagnosis, or preventative care shall be entitled to a leave credit in those amounts and at those rates as authorized by law. Unit members may supplement additional leave received with their own accrued leave in order to receive a full rate of pay if the additional leave provides for only partial pay.
9. The District may seek to add additional instructional days or classes to a semester or quarter this year or next year. Unit members that are 12-month employees shall be directed and assigned as needed. Compensation and hours shall be determined by the Collective Bargaining Agreement, including provisions for overtime assignments, as determined on a case-by-case basis due to operational needs. Unit members working less than 12-months may be offered additional assignments based upon programmatic needs, and will be paid compensation on a *pro rata* basis for the additional assignment or service in accordance with Education Code Section 88002. Where required by law, the District will negotiate or consult with CSEA regarding working conditions not presently contemplated in this MOU or the Parties Collective Bargaining Agreement.
10. Unit members working out-of-class assignments during the current State of Emergency period (such as work providing coronavirus mitigation, sanitation work, or service in a designated quarantine facility) shall receive out-of-class as per the CBA and Education Code § 88010. Similarly, unit members performing work in a lower classification (such as due to work providing coronavirus mitigation, sanitation work, or service in a designated quarantine facility) during the current closure of the college shall receive the range and step of their normal and customary classification.

11. The District will inform CSEA as soon as practicable and in compliance with applicable law, including HIPAA, if it learns of a confirmed or presumed positive coronavirus exposure or infection (with or without symptoms) or of COVID-19 disease among any District employee or student occurring in or on District facilities.
12. The District agrees to provide a safe and sanitary work environment for employees per OSHA regulations and guidance from the Centers for Disease Control. The District will inform its employees of currently-prevailing public health recommendations, including hygiene and sanitation, to help prevent the spread of the virus and will ensure that its facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer). The District shall make all reasonable effort to accommodate social distancing protocols (distancing at least six (6) feet), including limiting occupancy by department, room or workspace, and will accommodate "remote" or "telecommute" requests where possible and in alignment with the District's managerial prerogative. CSEA will cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals.
13. The District shall offer telecommuting training to those classified employees, who may practically and logically be able to perform their normal and customary duties through telecommuting, on the same basis as is afforded to other employee groups within the District. The District shall make all reasonable effort to accommodate unit members who request to telecommute during the state of emergency where logical and practical and in alignment with the District's managerial prerogative.
14. In the event that an Employee in the bargaining unit is directed to perform "remote work," including performing administrative tasks, responding to electronic correspondence, and/or participating in audio- or video-conferencing, the Employee will remain available and be compensated for their regular hours of work for the entire period in which they are scheduled to work.
15. CSEA recognizes and supports the District and the education community's efforts to maintain funding to mitigate the current or any future closure of any District facility due to the coronavirus/COVID-19 pandemic.
16. During the COVID-19 pandemic, the Parties agree to suspend ongoing evaluations required by the collective bargaining agreement. For the duration of this MOU, and in the event that a probationary employee is on an approved leave of absence longer than ten (10) working days due to COVID-19, the District intends to extend the probationary period for that employee by the period of time equal to the leave of absence. CSEA will not oppose nor assist any employee in opposing such extension. The Parties agree to meet and negotiate any impacts created when the evaluation cycles resume, and agree that no employee shall receive a negative evaluation solely as a result of the pandemic.
17. The District agrees that the CSEA Executive Board (E-Board) may access the \$30,000 fund set aside for professional growth in Article 8.18 for the purpose and intent of assisting unit members experiencing financial need caused by COVID-19. In order to access these funds, the CSEA E-Board will be required to provide to the Acting Vice Chancellor of HR in writing: 1) the name of the employee receiving a portion of these funds; 2) amount being approved for that employee; and 3) an acknowledgment that the employee has been informed that the monies being provided are an additional form of compensation and therefore taxable earnings. The total aggregate amount that is requested cannot exceed \$30,000. The CSEA E-Board shall exercise its discretion in accepting applications and apportioning these funds in a responsible manner.

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213 18. This MOU is non-precedential, and may not be used to establish a past-practice in any
214 respect. All provisions of the CBA and/or past practices specifically modified as contemplated
215 in this MOU shall automatically revert back to the CBA and to the past practices previously
216 in place prior to this MOU upon expiration of all emergency declarations by District, County,
217 State of Federal directive or fiat or Chancellor Kathleen F. Burke.
218

219 19. The District and CSEA agree to meet to negotiate over further topics and provisions, including
220 an extension of the current provisions contemplated in this MOU, if the coronavirus pandemic
221 or any emergency declaration is extended beyond that which is currently known or
222 contemplated.
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224 20. This District acknowledges that this Memorandum of Understanding (MOU) is subject to
225 review under CSEA's internal policy 610.
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227 The Parties agree and understand that this MOU shall expire after the current public-health crisis
228 has subsided, which shall be determined in relation to any Local, County, State, and Federal order
229 involving quarantine, a declared state of emergency, or similar pronouncements, or on December
230 31, 2020, whichever occurs first.
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232 Agreed to this 14th day of April 2020 at Orange County, California.
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235 **South Orange County Community**
236 **College District**

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240 Joshua Taylor
241 Chief Negotiator
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243 April 14, 2020
244 Date
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248 Kim Widdes
249 Acting Vice Chancellor, Human Resources
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251 April 14, 2020
252 Date

California School Employees
Association and its Chapter 586

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240 Scott Ferguson Greene
241 Scott Ferguson Greene
242 President, CSEA Chapter 586
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244 April 14, 2020
245 Date
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248 Matthew Phutisatayakul
249 Labor Relations Representative, CSEA
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251 04/14/20
252 Date