

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS ALLAN HANCOCK CHAPTER 251
AND
ALLAN HANCOCK JOINT COMMUNITY COLLEGE DISTRICT**

RE: CORONAVIRUS RESPONSE/RETURN TO CAMPUS

This memorandum is agreed between Allan Hancock Joint Community College District (District) and the California School Employees Association and its Allan Hancock Chapter 251 (together "CSEA") concerning the impacts and effects of resumed District operations under COVID 19 conditions.

The District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers and staff. 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. Care should be taken to identify potential exposure and prevent the spread of the disease. We agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the epidemic.

To these ends, the District and CSEA agree as follows:

1. Safety and Training:

The District shall follow the Allan Hancock College Pandemic Response Plan related to safety and training, with the understanding the plan is a living document subject to change with or without notice as state, federal, and county guidance evolves for the duration of the COVID-19 pandemic. The District will alert CSEA to changes in the Response Plan when they occur. If the changes are within the scope of bargaining as defined by government code 3543.2, the District and CSEA shall meet to bargain the impact on bargaining unit member. Should the District develop a policy or procedure related to COVID-19 that does not exist in the Pandemic Response Plan, the District shall provide that information to CSEA. The plan, and all updates will be posted on the Districts COVID resources website at <https://www.hancockcollege.edu/covid/>.

The District will continue to provide training to bargaining-unit employees on COVID-19 information and prevention.

2. Campus/Facility Closures:

As a public institution of higher education, the District is an essential employer and will continue to provide services remotely even if physical locations are closed to the public. In the event a District facility, or portion thereof, must temporarily close to employees for reasons related to the COVID-19 pandemic, employees will be permitted to work

remotely or at another assigned location, as assigned by their supervisor, for the duration of the closure. If remote work or alternate location is unavailable during the closure, employees eligible for emergency paid sick leave shall utilize said leave; if ineligible the District will place those employees on paid administrative leave for a period not to exceed 10 working days (longest period a facility would be closed following a workplace exposure); should a closure be expected to continue for a period longer than 10 working days, CSEA and the District will meet and negotiate the impact on affected bargaining unit members.

3. **Leaves and Accommodations**

The district shall follow state and federal obligations regarding accommodating employees with disabilities. The parties recognize that some bargaining-unit employees are at higher risk of severe illness from novel coronavirus due to existing medical conditions or age. The District agrees to accommodate staff who are at higher risk for severe illness (medical conditions that the CDC says may have increased risks) or who cannot safely distance from household contacts at higher risk, by providing options such as remote work, modified schedules or negotiated change in classification or duties. Additionally, high risk employees may be eligible for leave under FFCRA.

Accommodations for Dependent Care:

The District shall follow state and federal obligations regarding dependent care. Employees may use existing forms of leave to address a childcare provider or school emergency affecting their children. Bargaining unit members whose child/children's school or place of care is closed (or child care provider is unavailable) for reasons related to COVID-19 may be eligible for leave under FFCRA. Additionally, the District may permit remote work or modified schedules if available.

Leaves for Reasons Related to COVID-19:

The district shall follow state and federal obligations regarding leaves of absence for reasons related to COVID-19, to include employee rights under the Families First Coronavirus Response Act (FFCRA).

HR 6201: The parties recognize that the Federal "Families First Coronavirus Response Act," also known as HR 6201, provides most employees with two weeks of paid leave for coronavirus-related absences, and extends Family Medical Leave Act (FMLA) leave. Specifically, HR 6201 provides as follows, effective 4/2/20:

- a. 80 hours of paid sick leave for full-time employees (pro rata for part-time) at the employee's regular rate of pay (up to \$511 per day and \$5,110 in total) if:
 - The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19;
 - The employee has been advised by a health care provider to self-quarantine because of COVID-19; or

- The employee is experiencing symptoms of COVID-19 and is seeking a medical diagnosis.
- b. 80 hours of paid leave for full-time employees (pro rata for part-time) at two-thirds the regular rate of pay (or state minimum wage, whichever is greater) up to \$200 per day and \$2,000 total if:
- The employee is caring for an individual subject to an order or advised to self-isolate;
 - The employee is caring for their own child whose school or place of care is closed, or child care provider is unavailable, due to COVID-19 precautions; or
 - The employee is experiencing substantially similar conditions as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury (these have not been specified yet).

The parties recognize that such leave as provided by HR 6201 shall be available to eligible employees, and shall be drawn prior to any other forms of paid or unpaid leave available to such employees, except it shall not be available to school police officers due to an exemption in the new law.

The parties further recognize that HR 6201 extends FMLA leave in various ways, including making it available to any employee who has been employed for at least 30 days, making it available to employees unable to work due to the need to care for an employee's minor child if the child's school or place of care has been closed due to a public health emergency, and making it a paid leave at 2/3 pay after the first 10 days. (Those first 10 days would be covered by the 80 hours of paid leave outlined above.)

The parties acknowledge that this extension apply to eligible employees and that they may use any previously accrued sick leave to fill any gap in pay resulting from the 2/3 formula in HR 6201.

The parties will construe HR 6201 as permitting intermittent extended FMLA leave absent a binding judicial decision to the contrary.

Employees who have exhausted all paid leave and must be absent due to coronavirus, including to care for family or household members or to meet a childcare emergency, shall be permitted to take unpaid leave.

The Families First Coronavirus Response Act (FFCRA) or HR 6201 expires on December 31, 2020, therefore leave provisions under the law will not be available after that date unless extended under federal law. If not extended, bargaining unit members may qualify for other regulatory leaves and or have the ability to utilize accrued balances, and if eligible, leave under articles 14.3.7 (50% pay) and 14.13 (catastrophic leave).

4. **Temporary Duties**

The District and CSEA acknowledge that California Education Code §45101(a) and §88001(a) requires that all classified positions have set duties. However, due to the current unforeseen and unprecedented nature for the current conditions CSEA and the District recognize that some CSEA bargaining unit positions may be asked to perform duties not currently contained within their current job description. This may be as a result of a need to supplement a lack of work in their current role, or to assist in general tasks not typically performed. The District shall provide proper notice to CSEA of the temporary change to or addition of duties as to allow CSEA to Demand to Bargain.

The District and CSEA agree this is a temporary solution to a current need and shall not be considered a waiver of CSEA's rights to negotiate the transfer of duties as required by law. This also shall not be considered precedent setting for either party.

5. Reporting Unsafe Conditions

In the interest of protecting community and workplace health, any employee shall report, in writing, any unsafe condition in the working environment to their immediate supervisor.

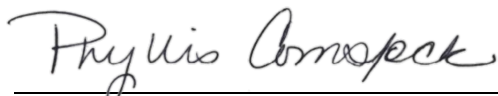
All employees shall have the right, without retaliation, to request reasonable workplace accommodations should working conditions be considered unsafe. Employees shall notify their supervisor in writing of such request, and the basis therefore in accordance with the Collective Bargaining Agreement Article 20. Employees may be assigned to complete alternate work if available, or work under modified conditions as directed until conditions are made safe for the completion of the original assignment, provided modification reasonably addresses safety concern(s).

6. Information and Further Negotiation: The parties acknowledge that the guidance from Public Health and other government agencies has been and continues to be fluid. The District will inform CSEA to any changes in operations that reasonably affect terms and conditions of employment, including occupational health and safety.

7. Compliance with further governmental orders: The District shall comply with local, state and federal Executive Orders related to COVID-19.

8. Duration of Agreement: This agreement shall remain in effect through June 30, 2021 and shall become effective upon ratification by the parties and subject to CSEA's policy 610, if applicable.

9. Sunset of Prior Agreement: The execution of this agreement shall sunset the prior COVID response MOU fully executed on March 18, 2020.



Phyllis Comstock
Regional CSEA Representative

Ruben C Ramirez

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Veronica L. Reyes

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