

AGREEMENT TO EXTEND SPECIFIC TERMS OF MEMORANDUM OF UNDERSTANDING

REGARDING RETURN TO CAMPUS

Between Chabot-Las Positas Community College District ("District") and
Service Employees International Union, Local 1021 ("SEIU")

January 13, 2022

The parties agree that the opportunity for unit members to have a hybrid workplace agreement due to Covid-19 will be extended through June 5, 2022. Therefore, members who are eligible for telecommute arrangements will remain eligible for those telecommute arrangements, subject to supervisor approval, through June 5, 2022. Unit members must work a minimum of 3 days on-site per week during this extension period, through June 5, 2022. Members are expected to fully return to on-campus assignments on June 6, 2022, unless they have been approved for a reasonable accommodation through Human Resources.

Application of this hybrid workplace agreement will be applied if possible and preferably with mutual agreement of employee and manager. Furthermore, managers will use their discretion to permit employees to attend meetings via video conference and complete assignments from home. In the event that the District does not agree to an employee's requested hybrid schedule, the District shall provide the employee with the reason for the rejection. The District will continue to encourage managers to be as flexible as possible. Employees with concerns about their work schedule may bring them to the attention of the next level manager.

When a telecommute option cannot be implemented the District shall continue to promote safe work practices consistent with college and district guidelines.

All safety and precautionary measures will be provided to SEIU members the spring 2022 term. This includes, but is not limited to:

- Providing SEIU Leadership/members the opportunity to participate in walkthroughs with the members' immediate supervisor/manager,
- SEIU members that are required to return to their primary work location, shall be given the chance to raise any concerns prior to their return to campus date,
- Providing SEIU members with access to all relevant and appropriate PPE,
- Providing SEIU members access to on campus COVID-19 testing,
- Providing SEIU members with access to COVID-19 vaccines (this also includes leave in order to access COVID-19 vaccines)
- Requiring SEIU members to strictly adhere to applicable state and county COVID-19 requirements,
- Providing SEIU members the ability to request of their immediate supervisor the option to telecommute, as student and department needs allow, and
- Providing SEIU members with the appropriate training on how to deal with servicing students/community; regarding recommendations referred to as "guidelines".

Nothing in this MOU shall be construed to reduce or change management rights including the existing management right of assignment.

The parties agree to meet at least one month prior to June 5, 2022 in order to discuss the extension established in this Memorandum of Understanding. The parties may modify this Extension in writing by mutual agreement of the parties.

Covid Test Kits

The district shall make every effort to provide unit members with timely access to COVID test kits at no cost to the unit member. In the event of test kit shortages, those employees who cannot work remotely will get priority access.

Alternate Schedule

The parties agree to continue discussions in support of alternate work schedules for employees who cannot work remotely.

This agreement is subject to the grievance process as defined in the collective bargaining agreement between SEIU 1021 and CLPCCD.

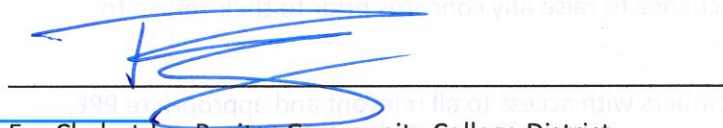
SIGNED:

Kaden Kratzer
Kaden Kratzer (Jan 14, 2022 12:25 PST)
Rachel Ugnol

DATE: 01/14/2022

For SEIU, Local 1021

DATE: 1/14/22



For Chabot-Las Positas Community College District