

**SIDELETTER OF AGREEMENT**

**BETWEEN**

**SEIU LOCAL 1021**

**AND**

**CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT**

**Subject: Impacts of COVID-19 Pandemic**

This Memorandum of Understanding ("MOU") is entered into by and between CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT ("CLPCCD" or "District") and the Service Employees International Union and its Chapter 1021 (together "SEIU") (collectively "Parties") concerning the District's response to the coronavirus (COVID-19) pandemic, and effective upon execution by both Parties (April 27, 2020).

Based upon the District's Emergency Operation Plan, with the Pandemic influenza Appendix, the district moved in advance of the established guidelines from the Governor and County of Alameda to transition as expeditiously and effectively as possible to move as much towards, as possible, employees to work remotely. Beginning March 16<sup>th</sup> these plans went into effect without first reaching agreement with SEIU 1021 over the change in working conditions, but per order of the County Health Officer.

In order to promote the public health and the stability of employees and to reduce the negative financial impacts on Employees, Service Employees International Union (SEIU 1021) and the CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT (CLPCCD) agree to the following:

**PREMIUM PAY** - In the event any District facility must be closed, or any District operations are curtailed by Federal, State or Local agency, including CLPCCD due to the COVID-19 pandemic, CLPCCD will require unit employees to work remotely to the extent possible. Beginning 12:01 a.m. March 17, 2020, Unit employees who have jobs with essential functions requiring on-site performance of any length of time will be compensated for premium pay as noted below in (a) and (b). SEIU bargaining-unit employees will not suffer any loss of pay or benefits as long as they are able to continue working (remotely or otherwise). This paragraph will apply as long as a closure or curtailment exists. Employees who have been identified as "Essential Employees" and are therefore required to work on district premises will receive either:

- a. The ability to accrue "COVID-19" leave at a rate of 15% for every hour required to be worked on District premises. For example, if an employee is required to work on District premises 32 hours during the work week, that employee would be credited 4.8 hours (32 hours X .15%) of COVID-19 leave. This leave will be available for use up until June 30, 2021. If leave is not used by this time, it will be paid out at the employees then current hourly rate.

- b. Alternatively, employee may receive COVID-19 differential pay at 1.15% of their current hourly rate.

PPE - CLPCCD shall provide personal protective equipment ("PPE") of the highest standard available to all Employees performing their duties on-site for the duration of the pandemic; per CBA, Article 20 Safe Working Conditions or according to Federal, State or Local agency recommendations. At all times, the District will maintain the minimum standards required by or recommended by county, state or federal authorities. The District shall continue to take steps to maximize the safety of the workplace and employees during this time including, but not limited to, make accessible N-95 masks upon employee request, provide gloves, repeated deep cleaning of work spaces, supplying hand sanitizer and hand washing supplies in all work locations where staff work, and safety training in light of COVID-19. Employees will not be required to perform functions and duties for which the District does not have the appropriate PPE to provide to the employee. Rather, the employee will either be assigned alternative duties to perform, consistent with their classification and job description, for which the district does have the appropriate PPE to assign or employee may be provided the ability to participate in professional development opportunities from a remote location.

EMPLOYEES AT HIGH-RISK FOR SEVERE ILLNESS - As recommended by the CDC, "those at high-risk for severe illness from COVID-19 are: "People 65 years and older and people of all ages with underlying medical conditions." As such unit employees who are high-risk are not required to work on-site so they can remain sheltered in place in conformity with the Alameda County Board of Health Order of March 16, 2020, whereas "people at high risk of severe illness from COVID-19 and people who are sick are urged to stay in their residence to the extent possible except as necessary to seek medical care." The District will not require unit employees 65 and older to provide a medical certification. While unit employees 65 years of age and older or "high risk" and also identified as "essential" will not be required to work on-site, they will need to request an accommodation so that a process can be initiated to identify work that the employee can perform remotely. These cases will be reviewed on a case-by-case basis.

## 2. LEAVES OF ABSENCE

- a. COVID-19 CASES & REPORTING - The District will comply with federal and state laws intended to provide extra paid and unpaid leave benefits not enumerated in this agreement. Members will be required to use leave granted under the Families First Coronavirus Response Act, if applicable, before using any of their accrued leaves. Any Employee suspected to be exposed to COVID-19 shall follow the advice and guidance of their health care provider or the County Public Health Department. CLPCCD shall report to the County Public Health Department any instances of an employee suspected of being exposed to COVID-19 on the job. CLPCCD, SEIU, and SEIU members will follow the direction of the County's Public Health Department.

- b. CHILD CARE - An employee who is unable to come to work due to a COVID-19 daycare or school closure will first be directed to use Public Health Emergency Leave (PHEL), which they are entitled to under the Families First Coronavirus Relief Act (FFCRA). PHEL provides an employee up to 12 weeks of leave to care for children under 18 years of age due to school closure or unavailability of child care due to the COVID-19 pandemic. Although the first 2 weeks of this leave is unpaid, the new law also allows employees to substitute the two weeks of FFCRA Emergency Paid Sick Leave (EPSL) for which they are entitled to cover this time. An employee may also use available paid leaves to supplement their pay up to 100%. The remaining 10 weeks are paid up to 2/3 of the employee's regular pay, but the employee may use available paid leaves to supplement their pay up to 100%. The District will grant FFCRA leaves up to the amounts specified in law. After exhaustion of PHEL, the employee can use sick leave or any other available leave if the employee does not have sufficient sick leave accruals
  - c. EXTENDED SICK LEAVE – When all of a unit employee's available paid leaves are exhausted, the employee may access their Extended Sick Leave per Article 17.2.4 of the collective bargaining agreement. This will apply to situations where an employee is unable to work due to conditions consistent with "Emergency Paid Sick Leave" as explained in the Families First Coronavirus Response Act. Those conditions include (1) a federal, state, local isolation or quarantine order; (2) being advised by a health care provider to self-quarantine, (3) having symptoms or a diagnosis of COVID-19; (4) having to care for an individual as a result of (1) or (2); (5) caring for a child under 18; or (6) experiencing similar conditions specified by the Secretary of Health and Human Services.
  - d. SICK LEAVE DONATION – Consistent with Article 17.2.7.1 of the collective bargaining agreement, SEIU and the District will work together to establish a bank of sick leave that can be applied to situations where a unit employee has exhausted all of their available paid leaves. [Need to discuss details with SEIU.]
- 3. INFECTIONS - If any employee suffers a workplace-related illness or injury resulting from exposure to coronavirus, their claim will be processed through the regular Worker's Compensation procedures.
  - 4. MEDICAL CERTIFICATION - CLPCCD shall relax normal requirements for Doctor's notes as some people may have long wait-times to see a doctor or access an advice nurse. Each supervisor will assess the requirements for a doctor's note on a case-by-case basis. The District shall not require employees over the age of 65 to provide a medical certificate to demonstrate they are a high-risk employee.


5. DISCIPLINE - No member shall be subject to disciplinary action due to a verified COVID-19 related absence, except for cases of documented abuse.
6. ENFORCEMENT - Any allegation of violation, misinterpretation, or misapplication of this side letter of agreement is subject to the grievance process as defined in the contract between SEIU 1021 and CLPCCD.
7. Hour Tracking – The union agrees that the District can request that employees create logs of work performed while working remotely. The District agrees that any such work logs will not be used after the lifting of the shelter in place to determine layoffs, evaluations, job combinations or other changes in working conditions. The logs will be exclusively used for reporting requirements to the state.

This Agreement expires on the date the District determines the shelter in place order expires for the District. The parties agree to engage in impact bargaining concerning the impact of returning to on-site work after the shelter in place is lifted and before employees return to work. This is a one-time, non-precedent setting agreement.

In the event Federal, State or Local agency establishes legislation that causes the suspension or invalidation of any portion of this agreement, the parties agree to meet and confer within seven (7) working days after such determination for the purpose of arriving at a mutually satisfactory replacement for the invalid section(s).

This agreement has been approved by SEIU Local 1021 and the Chabot-Las Positas Community College District on April 27, 2020.

For SEIU 1021:

  
Stephen Sommers / RTU

For CHABOT-LAS POSITAS COMMUNITY  
COLLEGE DISTRICT:

