

**MEMORANDUM OF UNDERSTANDING  
HARTNELL COMMUNITY COLLEGE DISTRICT AND CALIFORNIA  
SCHOOL EMPLOYEES ASSOCIATION #470**

**REGARDING IMPACTS AND EFFECTS OF RESUMED DISTRICT  
OPERATIONS BASED ON COVID-19**

This memorandum is agreed between Hartnell Community College District (“District”) and the California School Employees Association and its Chapter Hartnell College #470 (“CSEA”) (collectively, “the parties”) concerning the impacts and effects on CSEA bargaining unit members of resumed District operations in light of current COVID-19-related 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 employees. The parties recognize the importance of prudent measures to attempt to prevent District employees, students, their families, or other people using the District facilities from being exposed to or infected by COVID-19. Care should be taken to identify potential exposure and prevent the spread of the disease, as employees, students, and community members return to campus and District facilities.

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

**1. Safety and Hygiene:**

A. The District shall develop and implement safety protocols regarding the reopening of physical worksites that comply with the most protective of the current orders of the state and Monterey County Public Health Officials, Cal/OSHA, and current Centers for Disease Control (“CDC”) guidance regarding safe practices. Adherence to public health orders and CDC safe practice guidance includes all guidance and directives applicable to worksites including but not limited to:

- 1) Arrangement of worksites to conform to social distancing requirements;
- 2) Regular sanitizing of worksites;
- 3) Worksites closures and sanitizing in response to a possible exposure;
- 4) Health screening of those present in the workplace, including temperature checks;  
and
- 5) Removal of individuals from the workplace due to an exposure or display of symptoms.

B. The District shall provide the following:

- 1) Sufficient protective equipment to comply with California Department of Public Health (“CDPH”) guidance for bargaining unit members and their worksites, and appropriate for each classification or duty, and relevant to Cal/OSHA requirements.
- 2) Sufficient number of no-touch thermal scan thermometers for symptom screenings.
- 3) Sufficient supplies of hand sanitizers, soap, hand washing stations, tissues, no-touch trash cans and paper towels. The District will implement strategies to minimize congregations of large numbers of people, and maximize social distancing protocols while individuals access them. The District will ensure that hand sanitizer will be easily accessible and at clearly marked areas around every campus or other worksite where unit members are assigned to attend work.
- 4) Comprehensive signage at every campus, building, work site, appropriate in size and message, reminding those on campus of social distancing and face covering requirements, location of hand sanitizer, where a mask can be obtained if needed and other information to assist individuals in adhering to safe practices.
- 5) Provide orientations and training as needed to each District employee at a District worksite with regard to District safety protocols related to COVID-19. Employees are encouraged to notify their supervisor about their training needs.

C. The District will also ensure that all District security personnel and supervisors of bargaining unit members are made aware of the terms of this MOU.

D. The District shall maintain adequate cleaning supplies to disinfect the school site in accordance with CDPH guidance, and shall ensure that staff are appropriately trained to maintain hygienic conditions in accordance with Federal, State and County requirements. Necessary cleaning supplies will be available for District employee use and delivered to the worksite by the District.

Specifically, the District agrees to develop and provide staff training or utilize state-provided training regarding the following topics:

- Disinfecting frequency and tools/chemicals used in accordance with CDPR guidance and Cal/OSHA regulations.

- For staff who use hazardous chemicals for cleaning, specialized training is required.
- Physical distancing of staff and students.
- Symptom screening.
- Updates to the Injury and Illness Prevention Plan (IIPP).
- State and local health standards/recommendations in effect at District-controlled facilities.

E. All bargaining unit members shall follow all mandatory federal, state or local laws, regulations, guidance, orders, or enactments relating to COVID-19, including but not limited to any of the following for any day a unit member is scheduled to be at or on one of the District's campuses, facilities or worksites:

- Wearing face coverings while on campus that cover the mouth and nose.
- Engaging in social and/or physical distancing, as defined in the applicable law, regulation, guidance, order, enactment, or protocol.
- Adhering to District health screening protocols.

## **2. Screening of Bargaining Unit Staff**

Bargaining unit members shall not be required to respond to screening questions that are not based on symptoms recognized by the CDC, CDPH, or Monterey County Health Department as related to COVID-19. Currently recognized symptoms include but are not limited to:

- Fever or chills
- Cough
- Shortness of breath or difficulty breathing
- Fatigue
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

The District's health screening protocols shall be conducted in a manner that complies with applicable privacy law in how the screening information is gathered and retained.

### **3. Reporting Unsafe Conditions**

In the interest of protecting community and workplace health, any District employee may report, in writing, without fear of retaliation, any unsafe condition related to COVID-19 in the working environment to their immediate supervisor. The supervisor shall, within two (2) working days, respond in writing to the employee, with simultaneous copy to CSEA, stating the status of the response and, if applicable, the resolution.

These methods of resolving safety concerns shall not displace the right to file Cal/OSHA or other administrative complaints or to bring a grievance for violation of this agreement as outlined below.

### **4. COVID-Related Leave**

Employee leave will be governed by the Families First Coronavirus Response Act, other applicable federal, or state law, and the Collective Bargaining Agreement between the District and CSEA.

- **HR 6201**: The parties recognize that the Federal “Families First Coronavirus Response Act,” also known as HR 6201, took effect April 2, 2020 and is scheduled to expire effective December 31, 2020. The FFCRA includes two main elements: Emergency Paid Sick Leave Act (“EPSLA”), and the Emergency Family and Medical Leave Expansion Act (“EFMLEA”).

Following are some elements of HR 6201 that may apply in whole or in part to a bargaining unit member, depending on factors including, but not limited to the employee’s leave balances, work schedule, length of service with the District, and regular rate of pay.

- 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:
  1. The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19;
  2. The employee has been advised by a health care provider to self-quarantine because of COVID-19; or
  3. 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 up to \$200 per day and \$2,000 total if:
  1. The employee is caring for an individual subject to an order or advised to self-isolate;

2. The employee is caring for their own child whose school or place of care is closed, or childcare provider is unavailable, due to COVID-19 precautions; or
3. 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.

The parties further recognize that HR 6201 extends FMLA leave in various ways specific to addressing COVID-19 related need for leave from April 2, 2020 to December 31, 2020. For example, the Emergency Family and Medical Leave Expansion Act may be available for eligible employees after 30 days of employment, 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 the COVID-19 pandemic, if the employees have not already exhausted FMLA leave. Eligible employees may also be eligible to receive up to 2/3 of their regular rate of pay for their regularly scheduled work hours after a 14-day waiting period.

The parties recognize that if an employee is eligible for leave as provided by HR 6201, that leave shall be drawn prior to any other forms of paid or unpaid leave available to such employees.

If a bargaining unit members believes they are entitled to leave under HR 6201, they should contact the Office of Human Resources to determine their eligibility and how it may apply to their specific situation.

If a bargaining unit member cannot attend work due to a potential exposure to COVID-19 that results in a quarantine order, self-isolation recommendation from a qualified medical professional or District directive not to attend pursuant to the District's health screening protocols, the District will make reasonable efforts to provide the member with telework opportunities consistent with the member's regular job duties and expertise. Where telework is not available, the member shall use available, federal EPSLA leave for which they are eligible. If that leave is exhausted before the member is able to return to work, the member shall use paid leave ducted from the member's sick, or personal, leave banks, or extended illness leave, where applicable.

Where an individual member requires leave due to the employee's own COVID-19 illness, including display of COVID-19 symptoms, the District shall first apply available HR 6201 leave for which the employee is eligible, if any, followed by the employee's available sick leave and extended illness leave.

The parties acknowledge that District employees may use any previously accrued sick leave to fill any gap in pay resulting from receiving less-than-full pay pursuant to the applicable compensation under the EPSLA or EFMLEA.

Notwithstanding the above, any employee who reports to work but is sent home due to COVID-19 screening shall receive one day's reporting pay for that day, prior to any leave being drawn from that employee's leave banks.

## **5. Return Personnel**

The District and CSEA recognize the obligations to comply with federal, State, and County protocols related to employees performing duties at District worksites.

The District and CSEA agree that CSEA bargaining-unit members in the classifications and work sites listed in the "essential workers list" shall be required to report to work, including on-call, at their regularly assigned worksite, unless otherwise directed by their supervisor. The District will attempt whenever feasible to provide two working days' written notice to the employee and to the CSEA before changing a schedule from remote to in-person, or vice versa, to perform essential work duties.

See Appendix A for the current "essential workers list" as of the date the parties signed this Memorandum. This "essential workers list" will be updated weekly, compliant with applicable county and state regulations, and will be made available to the CSEA Chapter President and Labor Relations Representative, or their designees. The appropriate vice president will approve adding the name of a classified bargaining unit member to the "essential worker list."

## **6. Continuing Remote Work**

A. The District and CSEA agree that CSEA bargaining unit members who are not named in the "essential work list" shall work remotely unless otherwise directed by their supervisor, in order to help maintain necessary social distancing requirements. The District will attempt whenever feasible to provide two working days' written notice given before changing a schedule from remote to in-person, or vice versa.

B. The District will provide employees identified in Section 6.A with the following District-owned equipment necessary to perform their assigned duties while working remotely, as follows:

1. District-owned laptop computer, tablet, or equivalent device.
2. Wireless Internet Hotspot, if needed.

CSEA employees shall be responsible for maintaining this District-owned equipment in good working condition, and shall return the District-owned equipment at the expiration of their remote work assignment.

C. Additionally, the District shall reimburse, with pre-approval from the employee's supervisor, out of pocket, required business expenses, including but not limited to personal printing supplies used for District business that the bargaining unit employee directly incurs to perform job duties while working remotely. Bargaining unit members shall use the existing approval process to order supplies to be delivered to the remote worksite. Home printers are not provided or supported by the District including related supplies (ink cartridges).

D. In the event a CSEA bargaining-unit employee who is identified in Section 6.A is expected to report to a District work site at a time other than a regularly-established schedule identified in Section 5, the District shall provide 48 -hours' notice prior to the time the employee is required to report to a District facility, unless the need to assign the employee is determined less than 48 hours in advance. In this case, the District will provide the employee with notice as soon as practicable. The District will make every reasonable effort to provide 48 hours' advance notice to employees as outlined in this section.

E. While working remotely, CSEA bargaining-unit members are expected to be available and performing their work duties during their regularly designated working hours, as per CBA Article 11, unless otherwise agreed to by the District and CSEA. Accordingly, unit members are expected to return telephone calls and respond to emails in the same time frame as expected when the employee is working at a District worksite or facility. If an employee will be unable to respond in a timely manner, the employee shall notify their supervisor immediately.

F. The provisions of Section 6 of this Memorandum of Understanding apply only to employees who are allowed to work remotely in response to the COVID-19 pandemic. Nothing in this section applies to, or shall be used to establish any right to, an employee's eligibility to telecommute/telework pursuant to Article 27 of the Collective Bargaining Agreement between the parties.

## **7. Workload**

The immediate supervisor is responsible for providing “work items” (e.g. a list of tasks to complete, call back schedule, or similar) for the bargaining unit member to complete on a regular basis. A unit member shall not be subject to discipline when a supervisor fails to provide “work items.”

The amount of work (“workload”) a unit member is asked to complete during remote work shall be equivalent to that asked of regular, in-person work. Changing the modality of work shall not be a factor in changing workload.

The District and CSEA acknowledge that the Collective Bargaining Agreement (“CBA”) is the means by which any unit member can address a concern with their supervisor or the District.

## **8. Work Hours**

The District agrees that, except in unusual urgent situations, the District Administrators/Managers/Supervisors shall not contact CSEA bargaining-unit employees outside of their normal designated working hours. Unless otherwise agreed between the District and CSEA, if a District Administrator/Manager/Supervisor directs a CSEA bargaining-unit member to work outside of their normal designated working hours, Article 11, Section 7.5 (Call Back Time) shall apply.

The parties agree bargaining unit members shall report to work, and take their lunch and rest periods, at regularly assigned hours, per Article 11, of the Collective Bargaining Agreement.

The parties agree to meet and further negotiate any proposed changes to bargaining unit work hours.

## **9. Additional Duties Related to Health & Safety Protocols**

The District and CSEA acknowledge that California Education Code §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 relating to “assisting with safety and health screening protocols” not explicitly identified in their current job description.



Additional duties would be restricted to assisting with health and safety screening protocols, and may include but not be limited to:

- Wiping down and disinfecting items within the classroom on a regular basis in order to maintain cleanliness standards.
- Performing temperature checks on staff or visitors.

Bargaining unit members assigned to these specified tasks::

- Shall be provided District-supplied PPE for use during the screening process;
- Shall be compensated for all time performing this duty at 15 percent above their regular rate of pay.

The District expressly states in this MOU that any member assigned to assist with health screening protocols and who performs the assigned duties is acting within the course and scope of the member's employment and as such is fully indemnified by the District as an employee performing work within the course and scope of their duties.

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.

#### **10. CSEA support for full funding**

CSEA will support efforts to maintain funding in the event of a closure of any College facilities due to epidemic.

#### **11. Accommodation**

The District explicitly acknowledges that eligible employees may assert the need for the interactive process in order to explore potential reasonable accommodations for those eligible employees, related to a potential disability due to COVID-19.

The District agrees to continue its protocols for keeping confidential employee communications about non-COVID-19 health conditions, in accordance with applicable privacy and public health laws.

## **12. Information**

The District will share with CSEA all new relevant information it receives from local health authorities about COVID-19's impact on District operations or the community.

## **13. Compliance with further governmental orders**

The parties recognize that the COVID-19 pandemic is evolving and so is governmental response. The District shall continue to implement protocols that comply with all local and state public health orders, and CDC safe practices guidance, as these directives and guidelines may change from time-to-time. Where implementation of a revised public health order requires modification of a current District protocol, the District shall provide notice to CSEA and bargain any additional effects on working conditions that CSEA identifies.

## **14. Duration of Agreement**

This MOU shall remain in effect until the District is not subject to any restrictions pursuant to local, state or federal health orders or other restrictions due to COVID-19, as modified from time-to-time by the parties, but no later than June 30, 2021, unless the parties agree in writing.

## **15. Violations of Agreement**

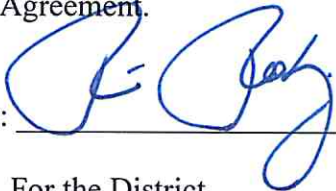
Any alleged violation, misinterpretation, or misapplication of the terms of this MOU shall be subject to the grievance provisions of Article 21, of the CBA, except as follows:

The definition of a grievant: Only CSEA can be the grievant, not an individual unit member.

**16. General Terms**

- a. All other terms and conditions of work shall be in accordance with the current collective bargaining agreement between the District and CSEA. Immediately following return to normal campus operations, unless otherwise negotiated by the parties, all terms, conditions, and agreements stated in this Agreement shall cease and return to that stated in the CBA between the District and CSEA that is in effect at that time.
- b. Entire Agreement: This Agreement constitutes the entire agreement and understanding between the Parties. There are no other oral understandings, terms or conditions and neither party has relied upon any representation, express or implied, not contained in this Agreement. All prior understandings, terms, or conditions are deemed merged into this Agreement.
- c. This Agreement is non-precedential, will not bind the Parties in any future action, whether under similar circumstances or not, and cannot be introduced in any grievance, arbitration, complaint, administrative or legal proceeding as evidence of past practice or intent of the parties or meaning or application of the collective bargaining agreement.
- d. Modification: This Agreement cannot be changed or supplemented orally, and may be modified or superseded only by a written instrument executed by both Parties.
- e. Execution: The Agreement may be executed in several counterparts, and shall be deemed legally effective at such time as the counterparts thereof, duly executed on behalf of both parties, have been furnished and delivered to the parties or attorneys for the parties to this Agreement.

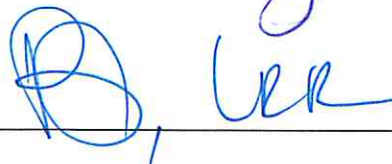
Dated: 11/2/20

By:   
For the District

Dated: 10/30/20

By: 

Dated: 10/30/2020

By: 

For California School Employees  
Association