

Tentative Agreement
Between the Chabot-Las Positas Community College District and the
Service Employees International Union, Local 1021
August 3, 2021

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 ("SEIU" or "Union") (collectively "Parties") concerning the transition of members back onto the campuses and District sites.

1. General Safety Protections

A. Reopening:

The District agrees to provide Employees represented by SEIU Local 1021 the safety protections and improvements recommended by the California Department of Public Health (CDPH), Alameda County Public Health Department (ACPH), Centers for Disease Control (CDC) and Cal/OSHA. Those recommendations are referred to herein as "guidelines", which include, but are not limited to, all revisions and updates, including any legal updates, that provide additional improvements to the CDPH, ACPH, CDC and/or Cal/OSHA guidelines.

B. Self-check:

Members are required to perform a daily self-check before reporting to work each day. Members who are unable to report to work will follow leaves in compliance with the collective bargaining agreement and any other applicable leaves. Members are required to physically distance and wear face coverings while required in compliance with guidelines. A daily self-check shall remain in place until Alameda County has eliminated all shelter in place orders, and/or the State removes COVID-19 Tier System Restrictions. CLPCCD shall continue to follow ACPH, CDPH, CDC, and Cal/OSHA standards of Protection including PPE.

C. Ventilation:

The District shall follow and implement the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) guidance on ventilation as indicated by CDPH "COVID-19 and Reopening In-Person Instruction Framework & Public Health Guidance for Schools and Universities". All revisions and updates that provide additional improvements to these guidelines, best practices, recommendations and considerations shall automatically apply.

D. PPE:

CLPCCD shall provide personal protective equipment ("PPE") 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, 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.

- E. The District will follow the normal process for employee accommodations where needed.

2. Vaccinations

- A. All SEIU/CLPCCD staff are eligible to receive the COVID-19 vaccine;
 - i. The District shall communicate with District personnel electronically about the availability of the COVID-19 vaccine to them;
 - ii. The District shall provide links to educational materials about the vaccine;
 - iii. Retroactive to January 1, 2021, and per SB 95, full-time members are entitled to up to 80 hours of Supplemental Paid Sick Leave (SPSL). Part-time members will be entitled to a prorated amount of SPSL based on their normally scheduled work hours over a two-week period. Qualifying reasons shall include:
 - 1. The employee is subject to a quarantine or isolation period related to COVID-19 by an order or guidelines of the State Department of Public Health (CDPH), the federal Centers for Disease Control and Prevention (CDC), or a local health officer who has jurisdiction over the workplace.
 - 2. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
 - 3. The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
 - 4. The employee is caring for a family member who is subject to a quarantine or isolation order or guidelines described

above, or who has been advised to self-quarantine by a health care provider.

5. The employee is caring for a child whose school or place of care is closed or otherwise unavailable for reasons related to COVID-19.
6. The employee is attending an appointment to receive a vaccine for protection against contracting COVID-19.
7. The employee is experiencing symptoms related to a COVID-19 vaccine that prevent the employee from being able to work or telework.

B. SPSL, as described in section iv, may be used through September 30, 2021. The District shall retroactively reimburse to January 1, 2021 any personal or other non-COVID leave taken by any SEIU represented employee who has taken leave since January 1, 2021 for any of the reasons enumerated in section iv above. The district shall create a process for employees to apply for leave reimbursement before June 15, 2021.

3. Summer 2021 Student Repopulation and ongoing Fall 2021 Planning

- A. The District plans for the fall 2021 term to serve as a transition period. Within this transition period, the District plans to return to its campuses and other locations, classes and services that have been required to be conducted remotely pursuant to state and county COVID-19 orders. As these orders and requirements are relaxed or removed, the District will continue to return more classes and services to a face-to-face modality, similar to what had been offered/provided prior to COVID-19.
- B. During this Summer and throughout the Fall transition period and student repopulation, the District shall promote a hybrid workplace model. This model allows employees the ability to work remotely from home or another telecommute location. It also includes staggered work schedules which serve to reduce overlapping work schedules of individuals who work in the same physical work spaces. Application of this workplace model 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.

As the District's plans are implemented starting this Summer throughout the Fall 2021 transition period, SEIU members will be required to return to their primary work location. The exact date and time of SEIU members' return will

be identified by their immediate supervisor/manager, as they are responsible for planning, organizing and facilitating their respective department's transition to meet the needs of students. 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. Nothing herein relinquishes management's right of assignment.

C. When a telecommute option cannot be implemented the District shall continue to promote safe work practices consistent with Cal/OSHA and CDC guidelines. As previously noted in Section B, above, the District will promote a hybrid workplace model.

D. All safety and precautionary measures will be provided to SEIU members during the summer & fall 2021 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, as described in section 5),
- Requiring SEIU members as well as students and other employees to strictly adhere to applicable state and county COVID-19 requirements, and
- Providing SEIU members the ability to request of their immediate supervisor the option to telecommute, as student and department needs allow.
- Providing SEIU members with the appropriate training on how to deal with servicing students/community; regarding recommendations referred to as "guidelines".

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

4. Testing

All unit members will have access to campus COVID-19 testing on designated days for "response testing" (identified as a close contact within the workplace; exhibit symptoms while in the workplace; or as required by a medical professional, public health authority in response to symptomatic individuals)

during their regular working hours without loss in compensation through the on-campus student health clinic or offsite via other testing resources.

5. Leaves of Absence

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. 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, SEIU, and SEIU members will follow the direction of the County's Public Health Department.

6. General Provisions

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

Stipends Regular and Probationary members of the SEIU bargaining unit shall receive a fifteen-hundred dollar (\$1,500) stipend in consideration, recognition and appreciation for the continued effort to instruct and serve students during the COVID-19 pandemic. Such recognized efforts include, but are not limited to, transition of instruction and student services from fact-to-face to online or virtual, technology and office needs for remote workplace, child or dependent care expense, COVID-19 related expenses, and now cost associated with the transition back.

Criteria: Eligible SEIU unit members must have been in either regular or probationary status as of 07/31/2021 and be an active employee in the November 2021 payroll run.

Stipends will be paid by November 30, 2021 and represent the final remuneration and consideration for return to work and/or payments related to the COVID-19 pandemic through Fall 2021.

- B. This MOU is a non-precedent setting document. This MOU is intended to consider staff, student, and community safety. If any provision contained in this MOU conflicts with a provision in any other MOU(s) between the District and with SEIU, the higher standard shall prevail.

For SEIU LOCAL 1021:



Ryan Fettes (Aug 18, 2021 17:44 PDT)

For CHABOT-LAS POSITAS
COMMUNITY COLLEGE DISTRICT:









RTW TA

Final Audit Report

2021-08-19

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