

**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 (Revised for fall 2021)**

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:

**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.

**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, 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.

**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.

### **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. Additionally, the District may also 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.

The District and CSEA recognize that the Governor of California, Gavin Newsom, has signed Senate Bill 95 to provide supplemental sick leave for COVID 19 related absences. Therefore, the parties agree as follows:

1. The District will provide COVID 19 supplemental paid sick retroactively to January 1, 2021, as specified in the bill and will apply until September 30, 2021
2. The District will provide 80 hours of COVID 19 supplemental paid sick leave for full-time employees (pro-rated for part-time) or were scheduled to work, on average, at least 40 hours per week for the employer in the two weeks preceding the date the covered employee took COVID-19 supplemental paid sick leave if:
  - a. The covered employee is subject to a quarantine or isolation period related to COVID-19 as defined by an order or guidelines of the State Department of Public Health, the federal Centers for Disease Control and Prevention, or a local health officer who has jurisdiction over the workplace. If the covered employee is subject to more than one of the foregoing, the covered employee shall be permitted to use COVID-19 supplemental paid sick leave for the minimum quarantine or isolation period under the order or guidelines that provides for the longest such minimum period.
  - b. The covered employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
  - c. The covered employee is attending an appointment to receive a vaccine for protection against contracting COVID-19.
  - d. The covered employee is experiencing symptoms related to a COVID-19 vaccine that prevent the employee from being able to work or telework.
  - e. The covered employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
  - f. The covered employee is caring for a family member, as defined in California Labor Code Section 245.5, who is subject to an order or guidelines described above or who has been advised to self-quarantine
  - g. The covered employee is caring for a child, as defined in California Labor Code Section 245.5, whose school or place of care is closed or otherwise unavailable for reasons related to COVID-19 on the premises.

## **Quarantine Following Workplace Exposure**

In the absence of State or Federal statutes that provide emergency paid sick leave. In the event a bargaining unit member must quarantine due to a workplace exposure, the affected employee will be permitted to work remotely as assigned by their supervisor during their quarantine period. If remote work is unavailable, the District will place those employees on paid administrative leave during their quarantine period.

## **Quarantine Following a Non-Workplace Exposure**

In the absence of State or Federal statutes that provide emergency paid sick leave. In the event a bargaining unit member must quarantine per California Department of Public Health guidelines due to a non-workplace exposure, the affected employee will be permitted to work remotely as assigned by their supervisor during their quarantine period. If remote work is unavailable, the bargaining unit member may use accrued leave during their quarantine period.

## **Quarantine Following Non-Essential Travel**

Per the travel advisory issued by the California Department of Public Health, Californians should avoid non-essential travel to any part of California more than 120 miles from one's place of residence, or to other states or countries. Employees who engage in non-essential travel must self-quarantine for 10 days. Employees may be permitted to work remotely during self-quarantine as assigned by their supervisor and if available. If remote work is unavailable, employees may use accrued leave during self-quarantine.

## **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 notification, in writing, to CSEA and the bargaining unit member 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.

## **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).

### 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.

### **Compliance with further governmental orders:**

The District shall comply with local, state and federal Executive Orders related to COVID-19.

### **Duration of Agreement:**

This agreement shall remain in effect through December 31, 2021 and shall become effective upon ratification by the parties and subject to CSEA's policy 610, if applicable.

### **Sunset of Prior Agreement:**

The execution of this agreement shall sunset the prior COVID response MOU fully executed on September 25, 2020



Ruben Ramirez (Apr 2, 2021 15:42 PDT)

Director, Human Resources



EOPS Assistant



Carlos Lopez (Apr 6, 2021 15:04 PDT)

Labor Relations Representative, CSEA