

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS
WESTERN PLACER CHAPTER #741 AND
THE WESTERN PLACER UNIFIED SCHOOL DISTRICT
REGARDING RETURN IMPACTS AND EFFECTS ON THE CSEA BARGAINING
UNIT**

This memorandum is agreed upon between Western Placer Unified School District ("District") and the California School Employees Association and its Western Placer Chapter #741 (together "CSEA") concerning the impacts and effects of resumed District operations under post 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 pandemic.

The District will keep CSEA informed of any changes to its operations due to the emergency adoption of distance education. The District will work with CSEA during distance learning to keep as many employees as possible employed based on District needs.

The District shall follow CDC, CDE, CDPH and local health authority regulations and recommendations for school reopening and shut downs. In the interest of student, staff and community safety, where conflict in recommendation occurs, the County Public Health Department regulation will be followed to the best of our abilities taking our local environments into consideration.

The District shall notify CSEA of any new guidelines from OSHA, Cal/OSHA, or local health authorities and shall negotiate the effects of implementing those guidelines. The District shall provide ongoing health and safety training as health authority regulations and guidance changes.

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

1. **Shut Down:** (If employees are not allowed to report to work sites and school operations cease due to a public health order)
 - Employees reporting to work: The District shall timely inform CSEA about which classifications of employees, and how many, are required to report for work during COVID-19 related shut down. The District shall keep CSEA informed of its current and planned operational needs as they affect bargaining-unit employees working during the pandemic and shall upon request bargain further about the effects of such operations.

2. Safety:

- The District shall provide sufficient protective equipment to comply with CDPH guidance for students and staff appropriate for each classification or duty, relevant to Cal/OSHA requirements.
- Bargaining unit members shall not be required to bring their own PPE, and no bargaining unit member shall be disciplined or evaluated negatively for not bringing their own PPE.
- If the District fails to provide sufficient PPE for the day, individuals without PPE will be provided with alternative safe duties to perform within his/her job description. If alternative safe duties are not available, individuals will be sent home for the day. Bargaining unit members sent home due to lack of PPE will receive their full daily rate of pay.
- The District agrees to follow Article XII as it pertains to reporting unsafe conditions. This includes complying with all health, safety, sanitation requirements imposed by State and Federal authority, unit members alerting the District to unsafe practices or conditions, and the District taking appropriate actions to correct any unsafe conditions.

3. Screening:

- Staff will take a Health Screening questionnaire prior to coming into work each day and will not report to work if health screening criteria is not met. The member will inform their supervisor immediately.
- If a unit member has been identified as coming in contact with someone who has tested positive for COVID-19 or is awaiting testing results, he/she will inform the District prior to reporting to work until he/she receives updated protocol recommendations from the District.

4. Testing and Tracing:

- The District shall provide documented plans for testing and contact tracing as they become available to the District for when any on-site person(s) have tested positive for COVID-19.
- The District shall notify bargaining unit members who have been in contact with COVID-19 at work.
- With the consent of the unit member, the District shall notify CSEA of any employee's contact with COVID-19. If consent is not given, the District will notify CSEA of any employee's contact with COVID-19 at work (if known), or any

employee testing positive, stating location and classification only.

- The District shall reimburse unit members for COVID-19 testing requested by the District at no expense to bargaining unit members where exposure/potential exposure has occurred in the workplace.
- Unit members agree to cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals.

5. Leave:

- The District agrees to comply with HR 6201.
- No employee will have accrued leave deducted for up to 80 hours at appropriate pay plus any additional time allowed by HR6201 to comply with a medical professional's recommendations related to COVID as required by HR 6201.
- The District retains the right to have a second opinion from a doctor of their choosing, at no cost to the unit member, before approving a unit member to self-quarantine.
- When an employee is not permitted to work due to health screening criteria (e.g., high temperature or positive report of key symptom), the employee will remain in paid status until permitted to return to work for up to 80 hours; leave shall not be subtracted from their existing leave banks for up to 80 hours.
- Employees may take paid leave (not deducted from existing leave banks) to care for a household member diagnosed with COVID-19 for up to 80 hours
- If an employee is caring for a child whose school or place of care is closed (or child care provider is unavailable) for reasons related to COVID-19, he or she is eligible for up to 12 weeks of leave at 40 hours a week, and a part-time employee is eligible for leave for the number of hours that the employee is normally scheduled to work over that period. Employees taking leave for this reason shall be paid at 2/3 ~~unpaid~~ for the first two weeks unless supplemented by other leaves and then paid at 2/3 their regular rate up to \$200 per day and \$12,000 in the aggregate.
- The District reserves the right to review all workers' compensation claims and will follow all laws and regulations regarding worker's compensation claims related to COVID-19.
- The District and CSEA agree that the provisions of HR 6201 will be followed if not covered by the above leaves.

6. Accommodation:

- The District explicitly acknowledges that the interactive process may be required to make work safe for employees with disabilities that heighten the risk of severe outcomes with COVID-19.

- The District agrees to maintain procedures for keeping confidential employee communications about non-COVID health conditions.

- The District agrees to initiate the interactive process when applicable for disabled employees whose physician designates them as “high risk” or “vulnerable” as related to exposure to COVID-19.

- The District shall consider and evaluate reasonable accommodation(s) for employees particularly vulnerable to COVID-19 due to a medical condition, including but not limited to:
 - Providing additional or enhanced personal protective equipment (PPE) within reason
 - Placing physical barriers to separate the vulnerable employee from coworkers or the public if the space between co-workers and the public is less than 6 feet;
 - Reducing, or substituting less critical, non-essential job functions that create more risk of exposure;
 - Moving the employee workstations if the space between co-workers and the public is less than 6 feet.

7. Return Personnel:

- The District and CSEA agree that when unit members are working from home due to other circumstances related to COVID-19, the unit member will be given notice at least 48 hours in advance before being required to go back to work onsite. This is to be able to take care of possible issues with childcare or other matters before returning to a site for work, unless it was agreed that the work from home was for a designated amount of time ahead of time.

8. Work Hours:

- The District agrees to follow Article III: Terms and Conditions of Employment.

- There will be no changes to a unit member’s working hours without being negotiated with CSEA unless mutually agreed upon between the employee and the District as per Article III B(2). CSEA realizes with the current situation that working hours may need to be changed to accommodate different scenarios of how our schools will be open, but any changes must be negotiated unless mutually agreed upon between the employee and the District.

- Due to the current pandemic, CSEA will waive the current requirement that non 12 month members receive extra pay (or comp time) when they are required to come into work during an emergency shut down during their regular work hours. If required to report to work, non 12 month employees will only receive their regular amount of pay with no additional pay. Any work done outside of their normal work hours will be

paid at their regular hourly rate and overtime will be paid if working overtime. This will be in effect for the 2020-2021 school year through June 30, 2021.

- In the event any District operations are curtailed due to the coronavirus pandemic, CSEA bargaining unit employees will not suffer a loss of pay or benefits relative to their regular schedules for the period of curtailment. Thus, for example, the District will continue to pay bargaining unit employees even if they are unable to work due to coronavirus related reductions in use of District facilities.
- If bargaining unit members are required to work from home, the District will provide employees with equipment necessary (if needed) to perform their duties as determined by their supervisor while working at home. Both parties agree that internet connectivity issues may not be able to be solved due the location of a unit member's residence. Equipment provided by the District must be returned in a reasonable amount of time.
- During COVID-19, employees who are not working (or who are working from home while in a paid status), will be required to be available during their normal working hours. If called, or e-mailed, they are required to respond the same day. If a unit member is contacted during the last hour of his/her work day, the unit member may respond the following day.
- The District will abide by Article III F(1). in regards to call-back and call-in time.

9. 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. Employees will only be requested to perform out of class duties that are related to COVID-19. If out of class duties are performed, CSEA will be contacted to review these duties within 48 hours. These duties would be found in other CSEA job descriptions and will have similar physical demands as a unit member's current classification. If the out of class duties are performed more for more than 5 consecutive days, the District will contact CSEA to negotiate the continuance of this out of class work.
- While performing out of class work for up to 5 days within a 15 day period, employees will receive the same rate of pay for the 2020-2021 school year as their current classification. Any work actually substituting for another member in a higher classification will be paid the appropriate rate of pay as per contract.
- 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. All temporary transfer of duties shall be negotiated.

10. Information and Further Negotiation:

- The District will negotiate changes and effects on terms and conditions of employment, including occupational health and safety.

11. Compliance with further governmental orders:

- The parties recognize that the COVID-19 pandemic is evolving and so is governmental response. The parties will comply with further state or federal legislation or orders as they affect the terms and conditions of employment of bargaining unit employees and will bargain as needed over the effects of such further directives.

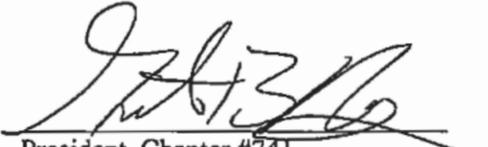
12. Duration of Agreement:

- This agreement shall remain in effect through June 30, 2021, but will be open to modification(s) as necessary due to changing conditions of the pandemic.

13. Grievance Procedure:

- Disagreements arising from the enforcement of this agreement shall be referred to the grievance procedure outlined in the parties' collective bargaining agreement insofar as that procedure provides for final and binding arbitration by a neutral arbitrator.

For CSEA:



President, Chapter #741

8-10-20
Date

Moe Kang

Labor Relations Representative

8/10/2020
Date

For District:



Authorized representative

8/10/20
Date