

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)**

May 8, 2020

COVID-19 PAID SICK LEAVE AND EXPANDED FAMILY AND MEDICAL LEAVE

During the COVID-19 crisis the District wishes to protect the health and welfare of its employees through providing paid sick leave and paid family and medical leave. This leave will be managed in alignment with the Families First Coronavirus Response Act (FFCRA) qualifying reasons related to COVID-19.

TERMS

- a. The period of applicability is March 16, 2020 – December 31, 2020.
- b. This benefit is for the purpose of FFCRA qualifying reasons only.
- c. In the event the FFCRA does not require the District to provide leave at a full rate of pay for a District employee for FFCRA qualifying reasons, the District will supplement the payment under Education Code 88199 to maintain the unit members' full salary/pay during the period of applicability and for qualifying reasons.
- d. Once an employee exhausts his/her FFCRA leave rights, and Section 88199 paid leave, other available employee paid and unpaid leaves will be taken pursuant to the CSEA Agreement.
- e. Employee accrued leaves will not be utilized for the purpose of FFCRA qualifying reasons.
- f. Employee accrued leaves will continue to be used for non-qualifying FFCRA leave purposes in accordance with the CSEA Bargaining Agreement.

ESSENTIAL EMPLOYEES

The District and CSEA recognize that classified employees are working in an unprecedented time. The District and CSEA recognize that essential employees are not sheltered in place and are reporting for duty at District worksites.

TERMS

- 1) The District shall provide unit members that are Essential Employees personal protection equipment (PPE).
- 2) Essential Employees shall be compensated hazard pay at 1.25 times their standard rate of pay for a maximum of 20 hours/week, for scheduled hours worked at a Southwestern Community College District worksite. The District shall do its best effort to limit each unit member's onsite work to 20 hours a week with the remainder of work being done at home.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)**

May 8, 2020

- 3) Hazard pay shall be submitted in alignment with CalPERS regulations.
- 4) Duration: April 13, 2020 – June 30, 2020 or until Essential Employees are no longer the only workers on campus, whichever comes first. Either party may request to negotiate an extension of hazard pay.

ARTICLE XI, VACATION PLAN

The District and CSEA recognize that the COVID-19 crisis has prevented employees from taking vacation and drawing down vacation accruals before June 30, 2020.

TERMS

- 1) In alignment with Article 11.6.1, Vacation Buyout, the District and CSEA agree to extend the effective date of the vacation buy-out from June 30, 2020 to June 30, 2021.
- 2) The District and CSEA agree to create a program for unit members experiencing financial hardship.
 - a. \$75,000 is set to the side to support unit members, allowing unit members to apply for funds based on criteria that prioritizes members experiencing financial hardship due to COVID-19.
 - b. CSEA and District shall collaborate on a process for Members to apply for funds. The District shall provide relevant staff (example: Payroll) with the resources to implement the program.
 - c. Program will be implemented until funds have been exhausted.
 - d. CSEA will inform the District of the personnel selected and amount distributed to each employee.

4/10 SUMMER WORK SCHEDULE

For those operations transitioning to a four-day/ten-hour workweek beginning Tuesday, May 26, 2020 – Thursday, August 13, 2020, employees may choose to work either a 4/10 or a 5/40 work schedule during this period. Scheduling should be coordinated with the supervisor.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTHWESTERN COMMUNITY COLLEGE DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)**

May 8, 2020

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.

2019-2020 REOPENER NEGOTIATIONS

Due to the COVID-19 Pandemic, the District agrees to submit the following signed Tentative Agreements, Article V: CSEA Rights and District Rights, Article XII: Leaves, Article XIV: Classifications, and the yet to be signed Article 9.8, Life Insurance increase from \$25,000 to \$50,000 to Board for approval on the June 2020 docket, to be implemented July 1, 2020. With this action, negotiations are closed for first year reopeners.

For the District:

Rose DelGaudio

Rose DelGaudio,
Executive Asst. Superintendent, Vice President,
Human Resources

For CSEA:

S. Nogales 5/8/20

Silvia Nogales,
President, CSEA

Alfredo Alvarez

Alfredo Alvarez, LRR, CSEA