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Member of the AFL-CIO

The nation's largest  
independent classified  
employee association



November 30, 2020

**Via Electronic**  
[hcortez@hartnell.edu](mailto:hcortez@hartnell.edu)

Herbert Cortez, Chapter President  
Hartnell Chapter 470  
221 Mortimer Ln  
Marina, CA 93933-3037

RE: Memorandum of Understanding – Return to Work Addendum

Dear President Cortez:

I have received the Memorandum of Understanding (MOU) regarding the Return to Work Addendum between the Hartnell Community College and California School Employees Association and its Hartnell Chapter 470.

It has been reviewed in accordance with Policy 610. I have found no apparent violation of law, CSEA's Constitution and Bylaws, or Policy.

Ratification for this MOU is required. Please provide your Labor Relations Representative Patricia Padilla-Salsberg with the ratification date so that we may update our records.

*Please ensure your chapter complies with the Ratification Meeting requirements as identified in your chapter constitution and Policy 610 Ratification Notice. **Should your chapter choose to ratify prior to the "Shelter-in-Place" order and/or limitations on gatherings being lifted, please be sure to follow the October 14, 2020 temporary emergency waiver of Policy 610 (attached).***

I would like to take this opportunity to acknowledge the time and effort spent by you and the Negotiating Committee in negotiations. Your involvement and dedications are truly appreciated.

Please feel free to contact my office if you have any questions or concerns.

Sincerely,

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

Debra Cole  
Field Director

DC/rg

Attachment: MOU – Return to Work Addendum

c: Rebecca Delameter, Regional Representative 70; Machel Kessinger, Area C Director; Patricia Padilla-Salsberg, Labor Relations Representative; Chapter 470 Contract File

(B/D 10/17/20)

**CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION**  
**Board Policy and Procedures Review Committee**

**Date:** October 14, 2020

**To:** Board of Directors

**From:** Adam Weinberger, Chairperson Policy and Procedures Review Committee

**Subject:** Policy 610 - Revised Collective Bargaining Agreement Ratification During  
Coronavirus Pandemic

The CSEA Board of Directors took action in March 2020 to allow chapters to ratify agreements if the scope of the proposed agreement solely concerned school closure due to the pandemic, and took action again in April 2020 to allow chapters to ratify negotiated agreements beyond the scope of the pandemic to avoid a delay in the receipt of pay and the implementation of other negotiated working conditions. Since such time, a replacement modification of these temporary ratification methods is necessary to reflect the use of electronic meetings and electronic polling now commonplace among CSEA chapters. Chapters should not ask members to gather together in person to do union business so long as health officials are discouraging such gatherings due to the coronavirus pandemic.

Therefore, Policy 610 and the provisions of a Chapter's Constitution and Bylaws on formal ratification should be temporarily waived as follows:

1. Distribution of agreement: The tentative agreement shall be distributed by email or text to all bargaining unit members who have provided this contact information at least one day prior to distribution of a ratification notice. A statement shall be included that bargaining unit members are permitted to ask questions or offer debate in favor of approving or denying the tentative agreement at any time until the ratification vote is complete.
2. Ratification: Notice of ratification shall be distributed by email or text to all CSEA members of the bargaining unit. Active CSEA members of the bargaining unit who are in good standing shall be entitled to vote by secret ballot on the ratification or rejection of the agreement. The meeting notice shall include: (1) a statement indicating that the Negotiating Committee recommends ratification of the negotiated agreement; (2) whether the ratification will be conducted via electronic meeting in accordance with paragraph (a) below, or via online poll in accordance with paragraph (b) below; and (3) the information necessary to access the ratification.
  - (a) Ratification by electronic meeting: The meeting notice shall be sent to all bargaining unit members no later than five (5) working days before the scheduled meeting.\* Voting shall occur during the meeting and results announced prior to close of the meeting.

- (b) Ratification by online poll: Notice shall be sent at least five (5) working days in advance of the date set for online balloting to close.\* Voting will occur via online poll or balloting service during such period. Members may also be given the opportunity to vote via email, text, conference call, however, should a member request an anonymous method of voting, the Chapter Executive Board shall accommodate that request pursuant to this requirement of the Association Bylaws.

\* The Executive Director, or designee, may approve a notice period of less than five (5) working days, upon request of the chapter executive board and the concurrence of the Field Director.

- 3. No chapter shall enter into a negotiated agreement or take a formal ratification vote, until it has been reviewed by the Labor Relations Representative and the Field Director.
- 4. Unless specifically set aside by this waiver, the provisions of Policy 610 remain in full force and effect.
- 5. This temporary waiver of Policy 610 henceforth shall be the only waiver utilized to conduct ratification votes until limitations on gatherings are lifted or unless modified by action of the CSEA Board of Directors, and shall supersede all prior Policy 610 waivers.

#### **RECOMMENDATION:**

That the Board of Directors approve the Policy 610 - Revised Collective Bargaining Agreement Ratification During Coronavirus Pandemic as presented.

ADDENDUM TO MEMORANDUM OF UNDERSTANDING  
HARTNELL COMMUNITY COLLEGE DISTRICT AND CSEA CHAPTER 470  
REGARDING IMPACTS AND EFFECTS OF RESUMED DISTRICT OPERATIONS

This Addendum serves to supplement the Memorandum of Understanding between Hartnell Community College District ("District") and CSEA Chapter 470 (collectively, the Parties) regarding the Impacts and Effects of Resumed District Operations in light of COVID-19 to perform duties with direct student contact. The parties recognize that the District determined to open campus for designated programs and services. The parties recognize that the trajectory of COVID-19 remains uncertain and adherence to local and state public health directives applicable such as CAL/OSHA, CDC, and the CDPH Institutions of Higher Education Guidance are critical to safety of all District employees.

**1. Athletics Program and Physical Education Classes**

- A. In the event that indoor activities and outdoor activities (including but not limited to student conditioning) and classes resume in the Athletics Division, the parties anticipate that employees in the Athletic Trainer and Athletic Equipment Attendant classifications will, as part of their job duties, be expected to interface with students on campus.
- B. The District will provide all PPE and sanitizing materials including a receptacle for disposing of used materials and practices outlined in the November 2, 2020 MOU, Section 1.B, for CSEA-represented employees working in the Athletics Division locations, including but not limited to the gym, classroom, or other activity areas in use.
- C. Athletics CSEA staff will have access to staff locker rooms and staff bathrooms in Building H or equivalent areas.
- D. If CSEA-represented employees are assigned to COVID-19 screening and temperature checks for students in the Athletics Division, bargaining unit members assigned to perform these tasks shall be provided District-supplied PPE for use during the screening process; and shall be compensated for all time performing temperature checks at 15 percent above their regular rate of pay, consistent with the terms of the November 2, 2020 MOU, Article 9. In addition, if a CSEA member opts out of performing these health screening tasks the Districts agrees to not pursue penalty and/or retaliation. Employees who opt out from the health screen tasks will be returned to their normal duties
- E. Employees in the Athletic Trainer or Athletic Equipment Attendant classification who are required to engage in COVID-19 testing on a regular basis pursuant to the applicable California Department of Public Health guidance shall comply with such requirements. The costs of all such testing shall be covered by the District.

## **2. Study Hall and In-Person Student Appointments:**

- A. Effective November 30, 2020, the District will offer an Internet Access Study Hall opportunity in the Gym for students who sign-up for the option, subject to State and County protocols regarding social distancing and COVID-19 prevention guidelines. The Study Hall program is expected to run for three weeks, until December 17, 2020. Under the program, students can register for a designated study space in the Gym, in two three-hour shifts. In case additional space is needed the District agrees to identify a new location that meets state and local health requirements and guidance as applicable.
- B. In establishing the Internet Access Study Hall and in-person student appointments, the District will establish and enforce health screening, including agreed upon special Plexiglas protected areas as needed, and safety protocols in accordance with State and County requirements as well as the November 2, 2020 MOU between the Parties.
- C. The District will staff the Internet Access Study Hall periods with two employees in the classified service (and two managers) per three-hour shift. Assignments will be made as follows: First, the District will seek volunteers to fill the allotted times. If multiple CSEA-represented employees volunteer for a particular time slot, the assignment will be made according to the employees' relative seniority, assigning the most senior employee to the first-choice schedule serving at the Internet Access Study Hall.
- D. Represented employees who volunteer and are assigned to work Internet Access Study Hall shifts shall be provided District-supplied PPE for use during their shift at the Internet Access Study Hall.
- E. Represented employees who are assigned to In-Person student appointment shifts shall be provided District-supplied PPE for use during their shift at the In-Person Student Appointment.
- F. Represented employees performing duties in the Internet Study Hall can opt out of performing the Study Hall volunteer assignment. The Districts agrees to not pursue penalty and/or retaliation. Employees who opt out of the assignment will be returned to their normal work assignment.
- G. The District will ensure that students at all times while on campus will comply with the District's COVID-19 policies, practices and procedures. If the represented employee observes a student who fails to adhere to the District's COVID-19 policies, the member will cease providing services, will notify the supervisor, and the campus security if applicable. The District agrees not to pursue penalty and/or retaliation against a represented employee who notifies a supervisor about a student failing to comply with District COVID-19 policies.

## **3. Right to negotiate.**

So long as this MOU remains in effect, pursuant to paragraph 1. the Association reserves the right to negotiate any additional impacts on working conditions associated with the COVID-19-related opening of the campus. This Agreement is non-precedential, and will not bind the Parties in any future action.

Hartnell Community College District

CSEA Chapter 470

LK Bageldinger  
Vice President, HR/ED  
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Harriet Long  
PO, LRR  
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Date 11/25/2020

Date 11/25/20