

**MEMORANDUM OF UNDERSTANDING
BETWEEN
HARTNELL COMMUNITY COLLEGE DISTRICT
AND
HARTNELL CHAPTER NO. 470, CSEA,
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
REGARDING RETURN TO IN-PERSON WORK**

July 1, 2021

The Hartnell Community College District (“District”) and Hartnell Chapter No. 470, CSEA (“CSEA”), collectively enter this Memorandum of Understanding (“MOU”) to address the impacts and effects on working conditions related to the return to in-person work during the continuing COVID-19 pandemic. The intent of this MOU is to establish the negotiated impact of the return to in-person work for CSEA unit members during the academic year, 2021-2022.

The District and CSEA recognize that COVID-19 presents unique challenges to the District’s operations and the safety of its employees. The District and CSEA recognize the need for flexibility to comply with legal mandates, as well as directives/guidance issued by public health officers, including the California Department of Public Health (“CDPH”), California Division of Occupational Safety and Health (“Cal OSHA”) and the County of Monterey Health Department. The Parties are committed to working together to safely transition back to in-person work to all Campuses:

- a. Main Campus
- b. Alisal Campus
- c. Soledad Education Center
- d. King City Education Center
- e. Castroville Center

SAFETY AND HYGIENE:

The District shall:

- A. Enforce requirements for face coverings for all persons on all campus locations according to the most protective requirements issued by the State Department of Health, the Monterey County Health Department, or Cal OSHA. Consistent with current CalOSHA Emergency Temporary Standards:
 1. All unit members shall continue to wear a face covering in public spaces until the District implements a vaccination verification program.
 2. Unit members who are fully vaccinated may stop wearing a face covering after providing proof of their vaccination status to the District in the manner designated by the District.

3. Unit members who are not fully vaccinated, or refuse to provide proof of vaccinated status to the District, shall continue to wear a face covering until such face covering is no longer required by applicable health authorities or CalOSHA.
- B. Provide clear signage reminding those on campus of face covering requirements, location of hand sanitizer, where to go if they need one and other information to assist individuals adhere to safe practices.
 - C. Screen employees and students, who wish to enter any of the District's buildings to conduct business, as follows:
 1. Student Screening: The District will provide all students with in-person classes during the Summer and Fall 2021 terms access to the Titan HST application. As Titan notifies the District of a student entering campus who either did not complete the screening or failed the screening, the District will contact that student to ensure they complete the screening and are cleared to enter, or direct the student to leave the campus.
 2. Employee Screening: During the Summer and Fall 2021 terms, beginning one week after CSEA ratifies this Agreement and ending December 31, 2021, all members of the unit shall use the Titan HST application to self-screen for COVID-19 symptoms. Unit members shall self-screen daily before coming on campus for their shift. The District shall provide the Titan HST application at no cost to each unit member for use on the unit member's own device. Any unit member who does not have a device capable of running the Titan HST application shall use a District computer to access the Titan HST platform and perform the daily self-screening. Any unit member who is displaying symptoms of COVID-19 shall not report to work and shall notify their supervisor.
 - a. The District will not use data collected by the Titan HST application for evaluation or discipline purposes, or to track a unit member's location outside of District owned property.
 - b. The District shall provide the CSEA Chapter President with a list of the District personnel who have access to the data collected by the Titan HST application.
 - c. The District shall provide training on how to use the Titan HST application.
 - d. Any unit member location history collected by the District through the Titan HST application shall be deleted within fifteen (15) calendar days after expiration of this MOU.
 - e. Unit member use of the Titan HST application shall end December 31, 2021 and unit members may delete the application from their device on January 1, 2022.
 - D. Ensure that all workspaces in which bargaining unit members are required to perform their job duties have adequate ventilation to safeguard against the spread of COVID-19.

The District shall make a good faith attempt to upgrade all systems to the highest filtration level possible before the start of each term.

1. Mechanical ventilation systems in buildings must be operated continuously during normal working hours.
 2. All ventilation filtration shall be MERV-13 or the highest level feasible. The District shall provide a List of buildings with MERV-13 ventilation filtration or the highest possible level to CSEA representatives.
 3. Maintenance schedules for the operation of the ventilation system will be made available to CSEA.
 4. The District shall evaluate the fresh air ventilation in the following rooms, and if it does not meet the standard set by CalOSHA in its February 26, 2021 Interim Guidance for Ventilation, Filtration, and Air Quality in Indoor Environments, then portable air cleaners will be supplied to each room:
 - i. Financial Aid – Back Room (B-121)
 - ii. Library Tutorial Center
 - iii. Curriculum and Scheduling Office (D-107)
 - iv. Upward Bound (N-5)
 - v. CCAP Office (N-9)
 - vi. Foster and Kinship Care Office (N-30)
 - vii. Library Back Office
 - viii. ITR Offices (E-113)
 - ix. Institutional Research Office (E-115)
 - x. Athletics Office (H-114)
 - xi. Athletic Training Room
 - xii. Athletic Equipment Room
 - xiii. Ceramics Office (J-102)
 5. Unit members who believe their workspace does not meet applicable air ventilation guidelines in the CalOSHA guidance shall meet with their direct supervisor.
 - i. The District will review the concern and provide a solution compliant with CalOSHA guidance. It is understood that solutions may include, but are not limited to, providing the member with a temporary alternate workspace.
 - ii. Unit members shall not be required to work in areas without the safety measures described above.
 6. If a classroom or a workspace is subject to capacity limitations, the District shall label extra chairs or employee workstations as “unavailable” in a manner that clearly indicates the seating area or workstation is not to be used.
- E. Provide all members access to face masks (including N-95), hand sanitizers, and cleaning products.
- F. Install Plexiglass barriers at high traffic counters with student and public contact at the following sites:

- i. Library Resources Checkout Counter (temporary barriers will be installed pending installation of permanent structure)
- ii. Admission and Records
- iii. Student Center
- iv. Counseling
- v. EOPS
- vi. TRIO
- vii. Alisal Campus Front Office
- viii. Soledad Education Center Front Office

TESTING & CONTACT TRACING:

- A. Testing: The District may conduct periodic COVID-19 exposure testing of unit members with on campus assignments during the duration of this Agreement. Any such testing shall be consistent with CDPH guidelines and will be completed at no cost to the unit member. The District may divide unit members into testing cohorts to stagger testing as needed.
- B. Contact Tracing: When any outbreak of COVID-19 occurs among any part of the campus, the District will comply with Local, state and federal mandates. Unit members shall be notified in accordance with AB 685, where a person with a confirmed positive case of COVID -19 was present at a work location during their infectious period.
- C. Reporting Unsafe Conditions: In the interest of protecting workplace health, any employee may report, in writing, any unsafe condition in the working environment, that is related to the Novel Coronavirus or COVID-19, to their immediate supervisor. The supervisor shall, within two (2) working days, respond in writing to the employee, with simultaneous copy to CSEA, stating what has been done to make the condition safe or, if no action will be taken, the reason(s) why. This method of resolving safety concerns shall not displace the right to file OSHA or other administrative complaints or to bring a grievance for violation of this agreement.
- D. Security assistance will be made available to respond to possible situations of refusals to comply with any applicable mask mandate or other safety measures.

LEAVES & ACCOMMODATIONS:

Emergency Paid Sick Leave under the federal Families First Coronavirus Response Act has expired. Through Senate Bill 95, enacting Labor Code Section 248.2, California has adopted new supplemental paid sick leave provisions specific to COVID-19.

- A. Under the provisions of Section 248.2, unit members may utilize up to 80 hours of paid leave for any of the reasons authorized in the law, including but not limited to: completing a mandatory quarantine or isolation period; self-quarantine upon recommendation of a healthcare provider; experiencing symptoms of COVID-19 and seeking a medical diagnosis; caring for a family member who is subject to a quarantine or isolation order; attending an appointment to receive a COVID-19

vaccination; or, experiencing symptoms from a COVID-19 vaccination that prevent the unit member from working.

- B. Bargaining-unit employees who need to care for a child whose school or place of care is closed or otherwise unavailable for reasons related to COVID-19 on the premises shall notify their supervisor. If feasible, the District may, in the District's discretion, accommodate employees with work-from-home or adjusted schedules. If accommodation is not made, a unit member eligible for paid leave under the terms of Section 248.2 may take supplemental paid sick leave under Section 248.2.
- C. The parties recognize that some bargaining-unit employees are at higher risk of severe illness from novel coronavirus due to existing medical conditions. The District shall follow the interactive process with any employee who requests an accommodation related to a medical condition.

WORK DUTIES AND SCHEDULE:

As part of an incremental return to pre-pandemic operations, during the duration of this agreement, unit members may be assigned 100% in-person work, 100% online work, or a combination of both either on campus and/or off campus, described as Hybrid. *(Hybrid shall mean a combination work week of in-office and remote work.)*

- A. Unit members may be assigned to provide services as determined by the district to meet the needs of students through remote, hybrid, and/or face to face delivery.
- B. Unit members may be assigned by their supervisor to conduct office hours through remote, hybrid, and/or face to face delivery.
- C. Unit members may be assigned by their supervisor to participate virtually in all committee meetings, department meetings and other mandatory meetings.
- D. If face to face delivery is required, unit members may be assigned by their supervisor to work on a rotational schedule that alternates days or times the unit member is on campus or working remotely.
- E. Per Article 27, in the Hartnell & CSEA collective Bargaining agreement, 100% remote work is a permissible use of work schedule and may be applied as needed during this agreement.
- F. Unit members working temporarily in classrooms shall be included towards a maximum of 50% of room capacity for in-person work in the Summer 2021 term and 75% of room capacity for in-person work in the Fall 2021 term.

COMPENSATION:

- A. In recognition of the services provided to support distance learning and providing "front-line" services, which required direct interaction with the public, and in full reimbursement for any and all personal costs borne by bargaining unit members associated with working from home or personal acquisition of any PPE or cleaning supplies, all unit members who were employed and worked from March 17, 2020 to June 30, 2021, shall receive a one-time stipend of One Thousand Five Hundred dollars (\$1,500.00), paid in a separate check no later

than September 30, 2021. Each unit member shall sign an acknowledgement confirming that receipt of this stipend extinguishes all reimbursement obligations for personal expenditures related to the pandemic.

- B. In recognition of working in both an online and in-person campus environment, for use of the Titan HST Application on a personal device, and for performance of the additional duties listed below, all unit members employed July 1, 2021, shall receive a one-time stipend of One Thousand dollars (\$1,000.00), paid in a separate check no later than September 30, 2021.

Unit members may be directed to perform additional duties to include:

1. Unit members may be assigned to perform online and in-person services without delineation during the work day.
2. Unit members may be assigned to assist the District with the health screening of students.
3. Unit members will comply with the District's face covering policy.
4. Unit members will inform students and public on where to access face coverings.
5. Unit members will comply with the District's social distancing policy.
6. Unit members will be responsible for disinfecting counters, writing tools, desks, equipment and other surfaces touched by the public or employees. Disinfectant wipes will be provided by the District in each work area for this purpose.

SPECIFIC WORK AREAS AND LOCATION

Physical Education:

Additional Safety Measures for Athletics Program and related Physical Education activities.

- A. Hand sanitizer will be provided in each gym, classroom, or other activity area.
- B. Appropriate cleaning products will be available for use to launder all district property.
- C. Students engaged in Athletics activities shall comply with applicable CDPH requirements for screening and COVID testing.
- D. All Athletics unit members will be provided with a supply of disposable gloves, and face coverings on request.
- E. Athletic Trainer is the only CSEA unit member permissible to perform the Health screening process on a regular basis pursuant to the applicable CDPH guidance shall comply with such requirements. The costs of all such testing shall be covered by the District.
- F. There shall be no retaliation against a unit member in the event unit member trainers decline to or are not available to perform this work.
- G. The District expressly states that the Athletic Trainer assigned to assist with health screening protocols is acting within the course and scope of the member's employment and as such is fully indemnified by the District with respect to any claim that asserts injury caused by the District's health screening process.

Child Development Center:

Safety measures for the Child Development Center will follow applicable California Department of Public Health guidance, including guidance on:

- i. Face coverings
- ii. Ventilation
- iii. Hand washing and hygiene
- iv. Essential protective equipment and supplies
- v. Food service and meal times
- vi. Response to exposure or outbreaks

External sites:

Unit members who work at external sites not under the control of the District shall follow the COVID-19 mitigation and safety protocols in place at the external work site until such sites return to pre-pandemic operations. These sites include but are not limited to:

- i. Upward Bound
- ii. TRIO
- iii. Rising Scholars/ Inmate Education
- iv. Dual Enrollment /CCAP
- v. Adult Education
- vi. Continuing Education

GENERAL PROVISIONS:

- A. Term. The Parties agree that this MOU shall expire on December 31, 2021 unless extended or modified by mutual written agreement.
- B. Completion of Effects Negotiations. This MOU completes all negotiations over the effects arising from the return to in-person services. The association reserves the right to negotiate any additional impacts of the COVID-19 pandemic not addressed in this agreement including but not limited to future college closures or the effects of additional instructional days for the duration of the agreement.
- C. Not Precedent Setting. The Parties agree that this MOU is not precedent setting, does not constitute a past practice, and does not constitute a waiver of the District's right to refuse to negotiate matters that are not mandatory subjects of bargaining.
- D. Complete Understanding. This MOU represents the full and complete understanding between the Parties. There are no other oral agreements on the topics covered herein and neither party has relied upon any express or implied representation not contained in this MOU.
- E. Violation of Agreement: Any alleged violation, misinterpretation or misapplication of the terms of this MOU shall be subject to the grievance provisions of Article 21, of the CBA.
- F. Training: Provide orientations and training as needed to unit members in regard to, but not limited to, any special safety return to campus procedures.

For the Association:

W. J. S. Edry
PO, ULR 7-2-2021

For the District:

James R. Mawick
Jinda Beam

