

*Michael V. Vanden
for CCA
11/27/2021*

Final Agreement

**Updated Letter of Understanding- Pandemic
Local 1021 SEIU and California College of the Arts**

1. **Effective and Expiration Dates:** The Letter will become effective January 1, 2021 and expires June 30, 2021.

2. **Health & Safety Policy--**

Bargaining unit employees, including payroll, and other back office operations staff, and residence life personnel and other personnel that support students and faculty can be assigned to work on campus to the extent that is allowable by applicable state and local regulatory mandates, with additionally following the highest safety standards in place and other best efforts safety standards as set forth in the College's interim health and safety Covid-19 related policies.

For those functions that are allowed to occur on campus, the College will take steps that applicable occupational health and safety rules prescribe to protect against contagious illness transmission. Each person who is assigned to work on campus must be provided with the following health protection measures:

- The College will not assign work duties under circumstances that would violate County and State regulatory mandates.
- Provide email and paper instructions to staff to remain at least six feet away from others and not to come into physical contact with others. If handling materials with which others are in contact, to wear gloves and wipe down with cleaners before and after, and thoroughly wash and dry hands at nearby sinks.
- Supervisors of on-campus workers must see to it that sinks with running water and hand towels are nearby and tell their staff members where these are, if not obvious. They must provide cleanser or hand sanitizers in the office.
- Workers will be instructed not to come to campus if they are ill, have suspected exposure, are on self-quarantine, have symptoms, or are tested positive for COVID-19.
- Custodial workers, facility techs, and any employees or contractors who may be entering students' personal living quarters (rooms, suites, apartments), need access to PPE (personal and protective equipment):
 - Gloves, masks for barrier controls from cleaning chemicals (not infection control masks).
 - Goggles/safety glasses for protection of skin and eyes during major cleaning.
 - Protective clothing that can be thrown away or washed.
- Disinfectant products such as ready to use in labeled spray bottles and/or wipes.
- Hand sanitizer with 60% to 90% alcohol.
- A central supply of the materials mentioned above will be maintained and communicated with workers on campus where to find them.
- The College requires that all persons who enter College property during the pandemic emergency comply with County and State regulatory mandates regarding social

distancing, wearing of masks, and the like. Bargaining unit staff members should inform their supervisors if they observe anyone in non-compliance and will not be expected to come within social distance range of such persons.

- Bargaining unit staff members who do not use a personally-owned mask for work at the College shall request their supervisor for disposable masks to be provided cost-free by the College for use on campus.

5. Worker's Compensation Policy

HR will report to the College's worker's compensation policy carrier for anyone who reports on-the-job experience of what they worry is COVID-19 exposure within 24 hours of receiving the report from the employee. All staff who are assigned to work on campus will be informed by email to immediately notify HR and their supervisor (by email if possible) if they have such experience.

6. Policy on Medical Leave of Absence from Work Due to COVID-19 Issues

Eligible staff who are assigned to work (remotely or on campus) who have a serious health condition that makes them unable to perform the functions of the position due to COVID-19 related conditions and/or to travel to the College to perform work on campus, shall apply for FMLA/CFRA leave to HR as per existing leave from work policies. The College amends its health-related leave of absence policies to define serious health condition to include COVID-19 health impairments, such as testing positive, presumed positive, or other COVID-19 related isolation and quarantine requirements.

7. **Employee Health Benefits-** the parties agree to incorporate and update their side letter language into this Letter as follows:

Health benefits will be maintained at their current levels for eligible employees for the durations of the State of Emergency as declared by County, State, or Federal governments.

8. Reimbursement for Work at Home Expenses

Reasonable and verifiable additional costs incurred by employees from working from home will be reimbursed at the end of the 2020 calendar year, based on the process and policies stated in the College's interim expense policy. In addition, re: the College will provide an interim Pandemic Stipend to all working bargaining unit staff in the monthly amount of \$25 (~~\$100~~) for the Fall semester however, the parties will continue to negotiate the amount, retroactive and forward. It will be processed as non-taxable income and coded on the pay stub as re: internet, cell.

9. **Using Paid Sick Leave Account-** the parties agree to incorporate and update their preexisting agreement into this Letter as follows:

Staff who are:

- Assigned to work (remotely or on campus) during State or Local shelter in place orders, and
- Cannot work due to medical inability that renders them unable to perform the functions of the position, or

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6/27/2021

- Cannot effectively perform their job remotely, and for whom there are no other duties they can be assigned at CCA

Will be able to use their paid sick leave following notification of HR in a manner consistent with Local and State and Federal law. Such staff may, after exhausting current sick leave, borrow against up to three months of future sick leave accruals in order to maintain their base weekly salary integrated with SDI.

10. **Local Laws** - the parties agree to incorporate and update their preexisting side letter language into this Letter as follows:

In the event that the Cities of San Francisco and Oakland adopt different local laws relating to labor standards related to COVID-19, CCA will implement the stronger law for all employees.

When the Governor's order is lifted or revised, the parties will meet again to bargain the effects of compliance with any such change. In addition, the parties will meet again to bargain the effects of the resumption of on-campus work and any related reassignments.

11. **Furloughs**-- the parties agree to incorporate and update their preexisting side letter language into this Letter as follows:

Assignment to perform work during the period of an employee's furlough status will be for a minimum full CCA workday, 7.5 hours of work/pay. Assignments will come from HR email with two days' notice except for unforeseen situations.

There remain some unit staff who are currently in furlough status. If the College determines that circumstances warrant an extension, the College will first give advance notice of the possibility to the Union and the parties will reconvene negotiations as part of their continuing CBA bargaining.

During furlough, an individual staff member may present HR with a request to cash out accrued vacation. If there are unique personal hardships that are presented, the College will approve the request. The request to cash out accrued vacation time of any staff member currently on furlough as of January 1, 2021 will be approved.

EAP and tuition remission will be continued during furlough status. CCA will also continue access to CCA online training for any staff member who wishes to do so as a voluntary non-paid activity that is not work.

Health benefits coverage will be continued during furlough period. Payment of the employee share of the premium will be deferred until return to work paycheck deductions resume.

During furlough status, staff will add time toward earning the next level of vacation and sick leave, but not accrue more vacation or sick hours.

12. Match to employee salary reduction for 403 plan is temporarily suspended as of May 31 paycheck. Parties will confer in the Fall after enrollment and finances are updated.

M. J. V. [Signature]
1/27/2021

13. Dispute Resolution/Arbitration: The two bargaining teams or their respective designees shall first discuss any disagreement or dispute regarding the application of this Letter of Understanding. If they are unable to resolve, either party may within thirty days refer the matter to final and binding arbitration before John Kagel, Esq.

Union Signatures

Andrew Bales 1/29/21

2/3/2021

MyWade
1/23/2021