

PROPOSED SIDE AGREEMENT BETWEEN
SEIU LOCAL 1021 AND THE
PERALTA COMMUNITY COLLEGE DISTRICT

This Side Agreement is entered into by and between Peralta Community College District (“PCCD” or “District”) and the Service Employees International Union 1021 and its Chapter (together “SEIU”) concerning the District’s response to the coronavirus (COVID-19) pandemic, and effective upon execution by both parties (April____, 2020).

The District and SEIU 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, community members or other people using District facilities from being exposed to or infected with the coronavirus. Proactive measures shall 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 shall be made for District employees who are impacted by the pandemic.

To these ends, and in order to reduce the negative impacts to classified professionals, SEIU and the District acknowledge and agree to the following:

SHELTER-IN-PLACE DUE TO COVID-19

1. If it is possible for a unit employee to perform their duties from home, the District shall require them to work from home pursuant to any Federal, State or Local Health Order, and they shall receive full pay and benefits for the duration of this agreement. No employee will be charged sick leave, vacation, or docked pay if their work location is closed for health and safety reasons, as long as the employee continues to work remotely. The employee shall utilize vacation or sick leave, whenever time is taken away from performing work duties.
2. The District will make every reasonable effort to provide training to all employees and information to all students in public health measures, hygiene, and sanitation to help prevent the spread of the virus. The District will ensure all facilities, where staff have been called to provide essential functions, will have the highest standard Personal Protection Equipment (“PPE”) available for preventive sanitation measures (such as soap and water, disinfectants, disposable towels, tissues, hand sanitizer, and any other appropriate personal protective equipment, especially for workers providing services that may expose them to COVID-19). SEIU will not in any way be responsible for the safety of the workplace.
3. The District shall comply with the Alameda County Health Organization Order requiring all personnel to wear face coverings. In the event there is a shortage of required PPE, Employees shall be not be required to work onsite.

4. Pursuant to health orders and CDC recommendations, where possible, employees are required to work remotely from home. The District shall take all reasonable steps to facilitate remote work to encourage social distancing as a measure intended to minimize the spread of COVID-19. All workers assigned to work remotely shall be considered on paid work status for the duration of this agreement.
 - In the event an Employee is unable to fully transition to a telecommuting schedule, the District shall require the Employee to perform Professional Development, or a project within the scope of the Employee's current job classification, during work time.
5. If changes to "essential functions" are made by the District that require additional staff to report to a worksite during the shelter in place order, the District shall notify SEIU within a reasonable time before requiring an "essential" employee to physically be present at job location away from home. In such instances the District will identify for SEIU the worksite, department, specific tasks that cannot be completed remotely, reporting hours, and end date. Within a reasonable time of Employees being required to report to the District or Colleges, Human Resources will report to SEIU, which members are reporting to each site, and whether or not face to face public contact is required. Human Resources will also report to SEIU any members who have refused to report to a worksite due to COVID-19 related concerns.
6. EMPLOYEES AT HIGH-RISK FOR SEVERE ILLNESS - As recommended by the CDC, "those at high-risk for severe illness from COVID-19 are: People 65 years and older and people of all ages with underlying medical conditions." As such, unit employees who are high-risk are not required to work on-site so they can remain sheltered in place in conformity with the Alameda County Board of Health Order of March 16, 2020, whereas "people at high risk of severe illness from COVID-19 and people who are sick are urged to stay in their residence to the extent possible except as necessary to seek medical care." The District will not require unit employees older than 65 years old and/or other high-risk employees, with or without a medical certification, from working on-site, and will receive their regular salary and benefits as if they are working on-site. To the extent the District is able to provide training or remote work, the District may require the high-risk employee work remotely.
7. Any Employee who is unable to work remotely or deliver "essential functions" onsite because they have daycare or school closures due to COVID-19, that require them to care for their children, shall be entitled to utilize sick leave provided by the Families First Coronavirus Response Act. The Employee may also utilize any other accrued leave.

EXPOSURE TO AND CLOSURE DUE TO COVID- 19

8. If an employee states that they have been exposed to COVID-19, the following will apply:
 - a. Manager, staff, faculty receiving the information will obtain preliminary background information on the following questions:
 - i. How was the positive diagnosis confirmed?
 - ii. What areas have you been on the campus?
 - iii. Who specifically have you been in contact with since the exposure?
 - b. Employee shall notify the Vice Chancellor of Human Resources and/or Director of Health Services
 - c. Employee will be contacted to obtain additional information or asked to contact their primary care physician for further evaluation.
 - d. Employee may be asked to self-quarantine for 14 days, pursuant to Article 13.6.8 of the SEIU Collective Bargaining Agreement, in order to monitor for symptoms of cough, fever, shortness of breath
9. The District shall comply with the Families First Corona Virus Response Act.
10. Upon learning of a confirmed case of COVID-19, the District shall inform public health authorities, SEIU, and any Employee(s) who may have been exposed. This agreement does not supersede the District's HIPAA privacy obligations.
11. Should the District close any campus or facility to address COVID-19, the District shall comply with requirements of California Executive Department Executive Order N-26-20.

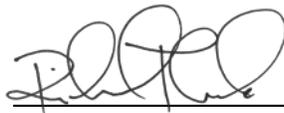
RETURN TO SITES AFTER SHELTER IN PLACE

12. Prior to reopening, the District shall ensure that all facilities are properly cleaned and sanitized.
13. California Labor Code section 230.8 shall apply to any Employee who is a parent, if unable to return to work due to a daycare or school closure caused by a coronavirus-related response.

GENERAL MOU CONDITIONS

14. The District agrees on a case-by-case basis, to consider relaxing normal requirements for Doctor's notes, for Employees that may have extenuating circumstances.
15. No Employee shall be subject to disciplinary action due to a COVID-19 related absence from work as described herein, as long as such Employee is adhering to procedures established by the District.
16. This side letter of agreement is subject to the grievance process as defined in the contract between SEIU 1021 and PCCD.
17. To the extent Federal, State and Local laws provide more stringent worker protections, those laws will supersede this Agreement.
18. This side letter of agreement shall automatically sunset on June 30, 2020 or when the county or state shelter-in place order is lifted, whichever occurs later. The parties shall Meet and Confer to renegotiate the extension or changes to of any provision herein.

For SEIU 1021:

 May 15, 2020

Chapter President

Jamille Teer
[Jamille Teer \(May 13, 2020 20:31 PDT\)](#)

Chapter Vice President

Ian Velasquez
[Ian Velasquez \(May 13, 2020\)](#)

Field Staff

Kaden Kratzer
[Kaden Kratzer \(May 14, 2020 07:33 PDT\)](#)

Education Team Field Director

For PERALTA COMMUNITY

COLLEGE DISTRICT:

Chanelle Whittaker 5-8-2020

(Title)

Carla Walter 08/14/2020
[Carla Walter \(Aug 14, 2020 07:31 PDT\)](#)

(Title)

 (Title)

 (Title)