

HRUSD-CSEA COVID-19 MOU Negotiation Update

Provided by the Hart-Ransom Union School District

September 29, 2020

- **Overview**

- On Thursday, July 30, 2020, CSEA emailed to the District a proposed draft MOU and requested to meet and negotiate.
- On Wednesday, August 19, 2020, the parties met and made substantial progress toward agreement.
- On Thursday, September 10, 2020, the parties met again and reached agreement on the MOU.
- On Friday, September 18, 2020, the CSEA Labor Relations Representative emailed the district and requested the addition or alteration of language regarding two specific topics.
- On Tuesday, September 22, 2020, the District sent the CSEA Labor Relations Representative and the chapter president a revised copy of the agreed MOU addressing the two items requested by the CSEA Labor Relations Representative.
- On Tuesday morning, September 29, 2020, CSEA notified the District that the revised MOU was approved and ready to be signed.
- On Tuesday morning, September 29, 2020, the District and the union chapter president signed off on the revised MOU.

The parties' agreed MOU is attached.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
HART-RANSOM UNION SCHOOL DISTRICT (“DISTRICT”)
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS
HART-RANSOM CHAPTER 699 (“CSEA”)**

This memorandum of understanding (MOU) is agreed between Hart Ransom Union School District and the California School Employees Association and its Hart Ransom Chapter No. 699 (together “CSEA”) concerning the impacts and effects of resumed District operations under COVID-19 conditions.

The District and CSEA recognize the importance of adhering to state and county health orders put forth to support students, staff and community health. In the reopening of schools, the parties agree to the principles of fostering student learning and progress, maintaining positive, healthful learning environments, supporting emotional health of all community members, and caring for most vulnerable populations.

The parties have a collective bargaining agreement (CBA) that does not expire until June 30, 2021. The District is entitled to rely on that bilaterally created document. All provisions of the CBA shall remain in effect throughout the duration of this agreement except as temporarily and specifically modified by this agreement while it remains in effect.

In their commitment to these principles, the parties have worked together and developed the agreement detailed below:

Work Site Entry and Leaves During Pandemic:

1. Classified employees, scheduled to work, will work as scheduled per the employees’ 2020-2021 work year calendars.
2. Each employee will be provided with a self-screening log and are directed to daily monitor their own health. The District will provide infrared thermometers at each school site location.
3. Unit members shall promptly report any confirmed diagnosis or likely exposure of COVID-19, directly to their supervisor and/or the Superintendent.
4. Blatant and consistent patterns of absenteeism may be grounds for discipline. The use of sick leave to secure an individual’s own health, or the health of their family, when authorized by law or in accordance with the CBA shall not be grounds for negative evaluations.

5. When a unit member reports to work and/or during their work shift, demonstrates COVID-19 symptoms, the unit member can be directed to leave District property. In this event, the District will comply with all applicable leaves as provided by the CBA and state, or federal law.
6. Unit members directed to leave District property, after experiencing COVID-19 symptoms in the workplace, are advised to consult with and follow the advice of a medical professional or Physician before returning to work.
1. In the event a CSEA unit member has a bona fide childcare hardship related to COVID-19, upon verification, the District will exercise authorized paid leave in accordance with Families First Coronavirus Response Act ("FFCRA" aka HR 6201), on a case by case basis provided they have not already exhausted this leave. Unit members may utilize leave under this provision on a case by case basis intermittently with the district's approval.
7. Eligible classified employees are afforded all applicable leave rights as established and set forth in the Families First Coronavirus Response Act ("FFCRA" aka HR 6201) provided they have not already exhausted this leave.
2. District agrees to timely respond to workers compensation claims related to COVID-19 exposure at work.
8. The District will work with the County Public Health Office should it learn of a confirmed or likely COVID-19 exposure of District facilities and/or equipment. Prior to any unit members beginning custodial or disinfection duties, the District shall inform all unit members tasked with sanitation. The District shall not be required to disclose any information which is considered private, such as personal, medical or confidential student information.

Safety and Personal Protective Equipment:

1. The utilization of face coverings in the workplace by CSEA unit members, shall be determined by the District. The District strongly recommends unit members wear face coverings over the mouth and nostrils. Unit members may bring their own appropriate face covering. The District will provide face coverings as well. In the absence of an executive order, legislation, or District mandate requiring the wearing of face coverings, unit members are encouraged but not required to wear them. Employees are required to wear face coverings to the extent that it is required by the state.
2. CSEA unit members may also elect the use of a face shield in lieu of a face mask. The District will provide masks and or face shields to unit members upon request. Unit members shall be responsible for maintaining and cleaning District provided face coverings, masks or face shields.
3. The District will continue to inform and train its employees in public health measures, hygiene, and sanitation to help prevent the spread of COVID-19.

4. The District shall provide sufficient protective equipment to comply with CDPH guidance for students and staff appropriate for each classification or duty, relevant to Cal/OSHA requirements. If appropriate protective equipment for assigned work duty is not available, the District may determine an alternative means for the employee to perform the duty or other duties. Protective equipment includes, but is not limited to:
 - a. For custodial:

In the event of a likely COVID-19 exposure within the District, (gloves, eye protection, face covering) in addition to PPE as required by product instructions.
 - b. For instructional aides:

Face coverings, and shields if participating in in-person instruction support and disposable gloves insofar as the aide(s) are sanitizing or disinfecting surfaces.
 - c. For library clerks:

Face coverings, shields if participating in in-person instruction support and plexiglass or plastic partitions, in areas determined by the District as set forth above where social distancing is not practical as determined by the District.
 - d. For bus drivers:

Face coverings, clean rags, disposable gloves for daily sanitizing and/or disinfection.
 - e. For front office and food service:

Physical barriers in the front office or food service point of sale and areas where unit members are required to interact with the public (and social distancing is not practical as determined by the District), face coverings and disposable gloves.
5. The District will ensure, to the best of its ability that bargaining unit members and District facilities are provided with all the necessary supplies and equipment needed to safely perform assigned work, including physical barriers in areas where unit members interact with members of the public and social distancing is not practical as determined by the District.
6. The District shall ensure, to the best of its ability, sufficient supplies of hand sanitizers, soap, hand washing stations, tissues, no-touch trash cans, and paper towels. The District will provide employees with opportunities to meet handwashing frequency guidelines.
7. The District will strive to ensure that all CSEA unit members are provided with a safe working environment where social distancing protocols and practices are a norm. All District employees, students, parents, volunteers, and members of the public will be advised to practice social distancing and wear face coverings when on campus as prescribed by the District.

Duties

1. The District and CSEA acknowledge that California Education Code §45101(a) requires that all classified positions have set duties. However, due to the current unforeseen and unprecedented nature for the current conditions, CSEA and the District recognize that some CSEA bargaining unit positions may be asked to perform duties not currently contained within their current job description. To this end, the parties agree that unit members should be trained and proficient in their assigned tasks and are in agreement as follows:
 - a. Instructional Aide positions being asked to help wipe down and sanitize and/or disinfect surfaces and items within the classroom on a regular basis in order to maintain cleanliness standards.
 - b. Instructional Aide and Yard Duty positions being asked to assist with employee based student supervision services as needed.
 - c. Receptionist; Clerk; Secretary; and other clerical positions being asked to sanitize and/or disinfect their office surfaces including, but not limited to, office doorknobs and equipment.
 - d. Bus Driver positions being asked to deep clean buses, wipe down and sanitize and/or disinfect the interior of vehicles, assist the custodial, maintenance, and grounds staff in areas where they are needed, and being asked to deliver materials or supplies to various locations.
 - e. Any CSEA bargaining unit position being asked to help with distribution of lunch and/or other meals for students.
 - f. Any CSEA bargaining unit position being asked to help with distribution of hand sanitizer to students.
 - g. Any CSEA bargaining unit position, being asked to help with student support services and District operations.

Reporting Unsafe Conditions or Work Issues Related to COVID-19

1. Concerns regarding lack of adherence to social distancing protocols by District staff; parents; volunteers, students or members of public should be directed to the unit member's immediate supervisor or the superintendent whenever appropriate.
2. In the interest of protecting community and workplace health, any employee may report, in writing, any unsafe condition in the working environment, or work issue related to COVID-19 to the 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.

3. In the event a unit-member believes working conditions pose an inherent risk to their own personal health, or safety, he/she may without retaliation, meet with the supervisor to report the risk and may be directed to complete alternate work or work under modified conditions as directed until conditions are made safe for the completion of the original assignment or the employee's concerns are otherwise addressed.

Distance Learning

1. The parties agree a temporary distance learning program during the 2020-2021 school year, mandated by County Public Health Office guidelines, shall not result with the layoff of CSEA unit members for lack of work, provided current State and Federal funding remain as currently projected. This shall not preclude the District from initiating a lawful layoff of CSEA unit members during the 2020-2021 school year.
2. Flexible Work Environment:
 - a. Unit members with children in grades TK-8 will have access to District provided student supervision for their school-age children while the unit member is on duty.
 - b. A unit member, when appropriate to serve the needs of the district, may be assigned flexible work hours and/or days by mutual agreement between the employee and their supervisor.

Workload and Staffing Ratios

The parties agree custodial services are paramount in the effort to protect employees, students and District personnel from exposure to COVID 19 and that carrying out such work will require diligence and coordination between labor and management for the duration of the COVID-19 epidemic. To this end, the District will collaborate with CSEA to create viable plans and schedules for carrying out required custodial duties at each school site location. CSEA retains its rights to formally negotiate effects and impacts of any unilateral change in working conditions concerning the performance of custodial duties for the duration of this agreement.

Violations of Agreement

Any alleged violation, misinterpretation, or misapplication of the terms of this MOU shall be subject to the grievance provisions of the CBA.

Curtailment of Operations

In the event any District facility must be closed, or any District operations are curtailed due to the COVID-19 epidemic, CSEA bargaining-unit employees will not suffer, as a direct result of the closure or curtailment, any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment inasmuch as the District does not suffer a loss of revenue due to the closure or curtailment.

Information and Further Negotiation

The District will share with CSEA all new and pertinent information it receives from local health authorities about the COVID-19 epidemic. The District will inform CSEA, in writing, prior to any changes to the status quo in operations and will negotiate, upon request by either party, effects and impacts on terms and conditions of employment, including occupational health and safety.

Compliance with further Governmental Orders:

The parties recognize that the COVID-19 epidemic is evolving and so is governmental response. The parties will comply with further State or Federal legislation orders as they affect the terms and conditions of employment of bargaining unit employees and will bargain as needed over the effects of such further directives, upon request by either party.

Duration of Agreement:

1. This agreement shall remain in effect from August 1, 2020 through June 30, 2021. Prior to the expiration of this agreement, the parties agree to meet and negotiate regarding any extension or replacement of this agreement as needed.

Severability:

If any provision of this Agreement or any application thereof to any employee is held to be contrary to law by a court of competent jurisdiction, or is superseded by subsequent legislation, then such provision or application shall be deemed invalid, to the extent required by such court decision or subsequent legislation, but all other provisions or applications continue in full force and effect.

In the event of suspension or invalidation of any Article or Section of this Agreement, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

Dated: 9/29/2020

By: M. Stimples

For Hart-Ransom Union District

Dated: 9/29/2020

By: [Signature]

For CSEA Chapter 699