

MEMORANDUM OF AGREEMENT
BETWEEN THE RIO HONDO COLLEGE DISTRICT
And the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
CHAPTER 477
August 6, 2021

The District and CSEA want to address the safety, employment issues, and concerns as employees return to campus during this third wave of COVID-19. The District has both the responsibility and the authority to direct the return to on campus work while upholding the ongoing requirement to assess workplace hazards and implement controls to prevent transmission of COVID-19 and its variants. This agreement incorporates the most recent standards set out by Cal/OSHA among other updates. Although Cal/OSHA's revisions don't all align with the July 26 guidance from the California Department of Public Health (not currently applicable to Rio Hondo District) – which is based on guidelines issued by the Centers for Disease Control and Prevention--, the urgency of that directive is convincing and important.

The District is now advising CSEA of the District's response to the current COVID-19 escalating crisis resulting from the Delta Variant. The District has determined it necessary to require vaccination. The District believes that based on public health science that vaccinations are the most important way to enhance the safety of all of our employees. The District believes that even with other safety precautions the failure of an individual to be vaccinated poses a direct threat to other employees. More than a year and a half after the pandemic began, Los Angeles County once again is teetering precariously close to 1,000 coronavirus-related hospitalizations. On Thursday, July 29 — the numbers show just how far the region remains from a full-fledged recovery. The county also reported its highest number of daily new COVID-19 cases since February, posting 3,248 new cases and 17 new deaths. LACDPH reports, the virus has claimed 24,675 lives and infected 1,276,137 people.

The District's post-pandemic plan is to gradually return to campus. The plan has all non-essential classified staff back on campus a maximum of three (3) days per week, with two days identified as remote work days, with the goal being to preserve services to students and minimize the number of staff in the office at any given time. Managers/deans/departments heads may determine staffing needs below three days on-site per week, at their discretion. This rotational schedule shall commence starting Monday, August 9th. A full return is required for Monday, January 3, 2022.

Except as specifically modified below, the District and CSEA agree to the continuation of our collective bargaining agreement (CBA):

1) Reporting Unsafe Conditions

- 1.1 In the interest of protecting community and workplace health, any employee may report, in writing, any unsafe condition in the working environment to the immediate supervisor *or department of Human Resources*. The supervisor *or HR designee* shall respond verbally and in writing to the employee, with simultaneous copy to CSEA, stating what has (or will) be done to make the condition safe or, if no action will be taken, the reason(s) why.

2) Safety Protocols

- 2.1 The District will maintain records of unit member's vaccination status as required by Cal/OSHA. The District will keep all records of vaccination in a limited access file accessible only by those responsible for verifying status and enforcing vaccination or mask wear. Acceptable proof of vaccination status includes a vaccine card, a verifying QR code from myvaccinerecord.cdph.ca.gov, or self-attestation on District forms. If a unit member declines to provide proof of vaccination status prior to the six-week deadline for mandatory vaccination, the District will treat the unit member as unvaccinated. Effective six (6) weeks from the date of this agreement, unit members are required to submit-acceptable proof of vaccination status as outlined above. Unit members who have already reported on-site shall furnish an acceptable form of proof of vaccination following the ratification of this agreement, or shall be considered to be "unvaccinated" by the District and considered to be insubordinate. However, the District will comply with all required exemptions to vaccination mandates for unit members with legitimate Medical or Religious objections to the vaccine, and will enter into the Americans with Disabilities Act (ADA) accommodations process for any such unit member upon request.
- 2.2 All personnel protective equipment (PPE) shall be supplied to unit members by the District. During the six-week period for implementation of the vaccine requirement, unvaccinated unit members may request an N95 respirator mask to be provided by the District (even after the six weeks, unit members may request and be provided N95 masks in accordance with Cal/OSHA's ETS). All unit members are expected to wear the masks for their own and others safety at all times when on campus. Unit members will follow the District's guidelines, and all unit members are required to wear face coverings indoors and outdoors when in the presence of others. Vendors, visitors, and other non-bargaining unit persons on District sites/campuses, when in close proximity to campus personnel, defined as six feet or less, shall be required to wear masks at all times. The District pledges to post, in conspicuous areas around sites/campuses, and at all points of entry, signage outlining these conditions for any persons entering District sites/campuses.

- 2.3 Unit members will be required to perform a self-assessment of symptoms associated with COVID-19 every day prior to physically reporting to site/campus. The District agrees to initiate a self-assessment system to monitor COVID-19. The District requires all unit members to evaluate their own symptoms before coming to work. The terms of this self-assessment system will be subject to negotiations, upon the request of CSEA, prior to implementation. The District will use signage at the entrance of the workplace, and reinforcement of the message that employees who have COVID-19 symptoms and those who are under isolation or quarantine orders should not enter the workplace.
- 2.4 The District will mandate and provide COVID-19 testing for employees identified as a “close contact” exposure with an active COVID-19 case on District sites/campuses. The District encourages all staff to utilize COVID-19 testing when displaying symptoms regardless of vaccination status
- 2.5 The District will provide public notice, via the District website, of active COVID-19 cases found on District sites/campuses. This notice will attempt to preserve the anonymity of the infected unit member or other person, while also providing notice to any campus members potentially exposed to the virus, by including details such as date of exposure and area of site/campus where the infection was found.
- 2.6 The District agrees to abide by Cal/OSHA Emergency Temporary Standards (ETS) related to cleaning the workplace.
- 2.7 In accordance with the requirements outlined in Cal/OSHA, until classified staff are equipped with the necessary equipment, hazardous materials stipend, and training to disinfect an area where an active case of COVID-19 was confirmed, an outside agency will be responsible for any deep cleaning.
- 2.8 The District shall offer additional work as needed (Overtime/Compensatory Time/Extra Hours) opportunities to all employees within the Custodial and Utility classification(s), on an ongoing basis, to prepare District campuses and facilities for reopening.

3) Flexible Assignment Patterns

- 3.1 The DISTRICT and CSEA acknowledge that California Education Code §88001 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, provided the work is necessary and reasonably accomplished by the employee. The Parties agree that any necessary training will be provided prior to new duties being assigned. The DISTRICT and CSEA agree this is a temporary solution to a current

need and shall not be considered a waiver of CSEA’s rights to negotiate the transfer of duties as required by law. This also shall not be considered precedent setting for either party. All temporary transfers of duties will end with the expiration of this agreement.

4) **Reimbursement of Expenses**

4.1 Education Code section 87032 provides that “the governing board of any community college district shall provide for the payment of actual and necessary expenses [...] of any employee of the district incurred in the course of performing services for the district.” The District will reimburse employees for authorized expenditures in accordance with established District procedures. Except when exigent circumstances demand immediate action, no expenditures will be approved without prior supervisory approval.

5) **Leaves and COVID Symptoms**

5.1 Leaves are available as set out more completely in the Parties’ CBA.

5.2 Additionally, the District will allow unit members who are eligible to take leave under California Senate Bill 95 through September 30, 2021, **or as extended by law**, when they are unable to work or telework due to any one of the following reasons:

- **Caring for Yourself:** The covered employee is subject to a quarantine or isolation period related to COVID-19, or has been advised by a healthcare provider to quarantine due to COVID-19, or is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
- **Caring for a Family Member:** The covered employee is caring for a family member who is either subject to a quarantine or isolation period related to COVID-19 or has been advised by a healthcare provider to quarantine due to COVID-19, or the employee is caring for a child whose school or place of care is closed or unavailable due to COVID-19 on the premises.
- **Vaccine-Related:** The covered employee is attending a vaccine appointment or cannot work or telework due to vaccine-related side effects.
- **Exposure at Work/COVID-19 Testing:** The covered employee has been identified as a “close contact” to a confirmed case of COVID-19 in the workplace and is seeking a COVID-19 test, regardless of vaccination status; OR, the employee is displaying a symptom associated with COVID-19 and is seeking a COVID-19 test, regardless of vaccination status.

These leaves will also be applied retroactively to any employee who utilized accrued leave, for the above qualifying reasons, between January 1st, 2021 and September 30th, 2021, upon the employees' oral or written request to their supervisor. Retroactive application of SB 95 leave will result in restoration of the employee's utilized accrued leave for the qualifying leave period in question.

6) Unit Members with Enhanced Risk from COVID-19

6.1 The District agrees to address individual concerns for employees with enhanced risk documented by a medical professional through the reasonable accommodations process, by addressing possible options including, but not limited to, transfer, reassignment, or other accommodations.

7) Worker's Compensation

7.1 Unit members who can establish that the COVID-19 virus was contracted at work are entitled to the health benefits of workers' compensation as set out in Governor's Executive Order N-62-20 as set out in California Assembly Bill 1159 (AB 1159). The Parties will comply with all applicable terms of AB 1159.

Workers' compensation insurance provides five basic benefits:

- Medical care: Reasonable and necessary medical treatment paid for by your employer to help you recover from an injury or illness caused by work.
- Temporary disability benefits: Payments if you lose wages because your injury prevents you from doing your usual job while recovering.
- Permanent disability benefits: Payments if you don't recover completely.
- Supplemental job displacement benefits: Vouchers to help pay for retraining or skill enhancement if you don't recover completely and don't return to work for your employer.
- Death benefits: Payments to your spouse, children, or other dependents if you die from a job injury or illness.

8) Interim Guidance for Ventilation

8.1 The District will review the Interim guidance for Ventilation, Filtration, and Air Quality in Indoor Environments and evaluate ventilation systems to maximize outdoor air and increased efficiency. Progress reports will be shared upon request, at regularly scheduled Labor Relations meetings, with CSEA.

9) Written COVID-19 Prevention Program

9.1 The prevention program must:

- Identify and evaluate employee exposure to health hazards.
- Implement appropriate control measures.

- Allow adequate time for handwashing and cleaning frequently touched surfaces.
- Provide effective training on controlling the spread of COVID-19, including but not limited to sharing the efficacy and importance of vaccinations.
- Exclude employees who have COVID-19 symptoms, are not fully vaccinated, and if the employee has a close work-related contact in the workplace, provide information on benefits.
- Follow the requirements for testing and notifying LA County Public Health Department in the event of an outbreak (defined as three or more cases in an exposed workgroup in a 14-day period).
- Follow the revised protocols in the event of a major outbreak (defined as 20 or more cases within a 30-day period). Those protocols include mandatory face coverings regardless of vaccination status indoors and outdoors when employees are less than six feet from another person.
- Notify the local health department immediately but no longer than 48 hours after learning of three or more cases.
- Maintain accurate records and track all COVID-19 cases while taking steps to maintain medical privacy. Records must be made available to CSEA with personal identifying information removed.

10) Trauma Informed Training

- 10.1 All Bargaining Unit members will be provided with options, including training(s), regarding the recognition of trauma, and strategies as to how to incorporate trauma-informed practices in the course of their work.

11) Applicability of Grievance Procedure

- 11.1 This agreement shall be subject to the grievance procedure outlined in Article 16 of the Parties' CBA.

12) Reopening Requirements

- 12.1 The Parties agree to meet and negotiate following any modification to existing Cal/OSHA guidelines, as well as Federal, State, County, or local laws and/or mandates, having any impact to working conditions as contained herein.

13) Duration of this Agreement

This portion of our overall agreement shall expire on June 30, 2022, or as otherwise mutually agreed to by CSEA and the District.

For District:


Jackson Parham (Aug 10, 2021 18:55 PDT)

Jackson Parham, AALRR


Loy Nashua (Aug 10, 2021 20:32 PDT)

Loy Nashua


Eric Dixon-Peters (Aug 11, 2021 15:59 PDT)

Dr. Earic Dixon-Peters



Stephen Kibui



Dr. Don Miller



Cynthia Nuñez

For CSEA:


Sam Sheridan (Aug 11, 2021 11:39 PDT)

Sam Sheridan, CSEA Labor Representative


Sandra A Hernandez (Aug 11, 2021 14:11 PDT)

Sandra Hernandez