

MEMORANDUM OF UNDERSTANDING
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CHAPTER 535

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‘COVID-19 WINTER/SPRING 2022 ONSITE SAFETY’

This memorandum is agreed between the Riverside Community College District (District) and the California School Employees Association and its Chapter 535 (together “CSEA”) concerning the impacts and effects of the District’s safe return to onsite work.

The District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its faculty and staff.

We recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with COVID-19. Care should 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 should be made for District employees who are impacted by the pandemic.

The District has initiated a local task force comprised of staff, faculty, management, and community stakeholders to assist with developing a recommended COVID-19 safe return plan. Based on the recommendations of the District task force, and in appropriate alignment with the return to face-to-face instruction, classified professionals will provide support services in a remote, hybrid, or on-site modality, including rotating schedules, during the Winter/Spring 2022 term.

To this end, this agreement shall remain in effect from January 1, 2022 through April 1, 2022.

The District and CSEA agree as follows:

1. To maintain meaningful and robust student and academic support services while ensuring worker safety during the Winter/Spring term amidst the ongoing COVID-19 pandemic, the District may offer remote work, or variation thereof, to classified professionals, if available as determined by the immediate supervisor.
 - a. Classified professionals permitted to work remotely must sign a remote work agreement.
 - b. Remote work assignments for classified professionals currently working remote may continue through April 1, 2022.
 - i. For the purpose of reasonable accommodations under the Americans with Disability Act (ADA) and the California Fair Employment and Housing Act (FEHA), remote work may be available.
 - c. Unit members with a verified documented need to provide care for a child due to a school or facility that is closed or otherwise unavailable for reasons related to COVID-19 on the premises, may be offered a remote work assignment, or variation thereof, for the duration of the child’s required quarantine or school/facility closure.
 - d. For employees and/or classifications that are required to work onsite and have more than one comparable incumbent, the District may rotate onsite work days, within the assigned department/unit, in order of seniority and as fairly as possible to maintain required staffing levels and to protect employee’s health.
2. Compliance of Governmental Orders:
 - a. The parties recognize that governmental standards and guidance about workplace safety and health with respect to the novel COVID-19 continues to evolve as scientific understanding increases. The District agrees to adhere to any COVID-19-specific safety standards, orders, regulation, or guidance that apply to any of the types of work or working environments found in the District’s operations as such guidelines may be issued

by the California Department of Public Health (CDPH), the California Department of Industrial Relations Division of Occupational Safety and Health (Cal/OSHA), or the county Health Department.

- b. In case of conflict between different governmental guidelines and/or regulations, the District will adhere to the guidelines that are the most effective of the health and safety of students and staff while at District facilities. The District will notify CSEA if it believes that any such changes in standards, orders, regulation, or guidance requires changes in working conditions beyond those specified in this MOU, and upon the request of either party the parties will meet as soon as possible to negotiate the impacts and effects of those changes.
3. Safety Plans, Information, and Training
 - a. Per Cal/OSHA Emergency Temporary Standards, the District has designated the Director of Risk Management as the District's COVID-19 Coordinator. Unit members with COVID-19 concerns can contact Risk Management or email Covidreporting@rccd.edu.
 - b. The District will provide CSEA with its COVID-19 prevention plan.
 - c. All District COVID-19 prevention plans will be posted on the RCCD COVID-19 website (<https://www.rccd.edu/return/Pages/index.aspx>)
 - d. The District will provide COVID-19 training required by the Cal/OSHA COVID-19 emergency temporary standard to bargaining-unit members.
 4. Infectious Disease Prevention
 - a. The District will follow CDPH and Cal/OSHA guidance regarding face coverings for all individuals at any District facility. The District recognizes its responsibility to ensure the use of face coverings in order to protect the health of students, employees, and the community and will require face coverings indoors, and outdoors where six feet of physical distancing cannot be maintained, regardless of vaccination status, whenever accessing District offices or College facilities. Violations of face-covering requirements shall be reported to the employee's immediate supervisor who will have the responsibility of immediately enforcing those requirements. Face covering exceptions are indicated below.
 - i. alone in a room or vehicle, or
 - ii. eating and drinking, or
 - iii. an approved accommodation is executed, or
 - iv. job duties or student instructional activities make a face covering infeasible or create a hazard.
 - b. The District agrees to adhere to Cal/OSHA COVID-19 ETS, 8 C.C.R. § 3205 in regard to the exclusion of staff due to a positive COVID-19 test or on-site exposure to COVID-19.
 - c. The District will ensure appropriate engineering controls and administrative controls are in place to comply with reopening guidelines as established by CDPH and Cal/OSHA.
 - i. Update and maintain HVAC filters, where possible, to a minimum of MERV 13. Where HVAC systems are unable to be updated with MERV 13 filters, the District agrees to provide the manufacturer's recommended number of portable air filtration machines for the size of the workspace.
 - d. The District will publicly post at building entrance and exit points and break rooms a summary and full copy, and website link, of the current Cal/OSHA COVID-19 Emergency Temporary Standards. Such postings will be updated to always reflect current recommendations.
 - e. The District will adhere to CDPH and Cal/OSHA guidelines and regulations when establishing meetings, events, or gatherings and will utilize virtual meetings to the greatest extent possible.
 - f. The District will ensure that adequate hand-washing stations (whether in restrooms or otherwise) are stocked with soap and hygienic (single-use) towels and/or hand drying machines, provide hand sanitizer (with a minimum of 60 percent alcohol), upon request, and provide staff training pertaining to protection from and mitigation of COVID-19 at work.

- g. The District agrees to provide other protective equipment, as appropriate for work assignments, including but not limited to as follows:
 - i. For custodial staff, provide appropriate PPE for COVID-19 disinfection in addition to PPE as required by product instructions per the SDS guidelines.
 - ii. For all classifications that work in the Child Development Center, the District shall follow the Cal/OSHA and CDPH Guidance for Child Care Programs and Providers.
 - iii. For Certified Athletic Trainers, asked to perform routine disinfecting of their workstation and training equipment or engage infrequently in symptom screening duties for student athletes, including verification of app/online symptom checker (i.e. CLEARED4), visual symptom checks upon arrival at designated District locations, and temperature reading with a no-touch thermometer. Additionally, Certified Athletic Trainers will be responsible for reporting positive COVID-19 cases to the college's Student Health Services and assist in mitigating exposures and contact tracing.
 - iv. Additionally, the District agrees to provide to all unit members, upon request, N95 Masks, Face Coverings, Disposable Gloves, and/or No-touch thermometers for certified athletic trainers.
5. Testing and Tracing
- a. A unit member shall report potential COVID-19 symptoms, positive COVID-19 test, or close contact, to Risk Management by using the online reporting form, email covidreporting@rccd.edu, or by calling the COVID-19 hotline (951) 222-8662.
 - b. In the interest of protecting community and workplace health during the COVID-19 pandemic, any employee may report any COVID-19 related unsafe or unhealthy working condition or act to their immediate supervisor and/or submit an anonymous unsafe condition or unsafe act report (reports can be made at <https://www.rccd.edu/eforms/Pages/AUCUAR.aspx>).
 - c. Employees are reminded of their duty to do assigned work absent reasonable fears for their health or safety (that is, to grieve assignments rather than refuse them absent evidence that the assigned task puts their own health or another's health at risk).
 - d. All employees shall have the right, without retaliation, to refuse to perform work if unsafe, by notifying their supervisor of such refusal and the basis thereof. Employees may be directed to complete alternate work as directed until conditions are made safe for the completion of the original assignment.
 - e. The District shall notify bargaining unit members who have been exposed to COVID-19 at work per Cal/OSHA COVID-19 ETS, 8 C.C.R. § 3205. The District shall identify individuals who have been in close contact of an infected person while on-site and take steps to remove the infected person and close contacts.
 - f. Per Cal/OSHA requirements and Board Resolution, the District shall make COVID testing available at no expense to unit members required to test during their scheduled work hours.
 - g. CSEA agrees to cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals.
 - h. The District will inform CSEA within one business day should it learn of a confirmed COVID-19 infection of District employees or students per AB 685 requirements.
6. Leaves
- a. The District will provide up to 80 hours (prorated for part-time employees), of COVID-19 paid sick leave to unit members, who have complied with the vaccine mandate, for the reasons indicated below. This leave shall not be added to any State and Federal mandated leave and shall not be considered a new allotment of COVID paid sick leave. Unit members will only receive a one-time allotment of COVID leave from October 1, 2021 through the expiration of this MOU.
 - i. The employee is subject to quarantine or isolation period related to COVID-19 as defined by an order or guidelines of the California Department of Public Health,

- Cal/OSHA, the CDC, or a local health officer with jurisdiction over the workplace, has been advised by a healthcare provider to quarantine, is experiencing COVID-19 symptoms and seeking a medical diagnosis.
- ii. The covered employee is caring for a family member who is subject to a COVID-19 quarantine or isolation period or has been advised by a healthcare provider to quarantine due to COVID-19, or is caring for a child whose school or place of care is closed or unavailable due to COVID-19.
 - iii. Vaccine-Related: The covered employee is attending a vaccine appointment or cannot work or telework due to vaccine-related symptoms.
- b. In the event a unit member must be absent from work for more than the time allotted above due to symptoms or illness related to COVID-19, unit member shall be provided with applicable leaves as outlined in established procedures.
 - c. Any unit member that provides a physician's note verifying the unit member can return to work but with restrictions, shall be engaged in the interactive process. Should a unit member need reasonable accommodations due to being at a higher risk for severe illness during the COVID-19 crisis, the unit member shall notify the District's Human Resource and Employee Relations Office of their request for reasonable accommodations in order to initiate the disability interactive process.
 - d. If a unit member is exposed to COVID-19 at work and directed by Risk Management to self-quarantine, or displaying COVID-19 symptoms within 14 days after being exposed to COVID-19 at work and is directed not to return onsite the unit member shall be given paid leave not drawn from any accrued leave banks. This leave shall be applied after leave provided under section 6(a) above is exhausted
 - e. If a unit member tested positive for COVID-19 due to a work-related exposure within 14 days of being onsite, the unit member shall be given paid leave not drawn from any accrued leave bank to isolate. This leave shall be applied after leave provided under section 6(a) above is exhausted.
7. Classified employees working remotely shall answer/return phone calls, emails, and perform all assigned tasks during their established work schedule as if the employee were working onsite. Unless expressly communicated by their supervisor, assigned work should be completed during an employee's established work schedule. Work required to be completed outside the employee's work schedule shall be compensated as outlined in Article XV of the collective bargaining agreement. Classified employees working remotely are not expected to be available and/or on-call outside of their established work schedule without being properly compensated.
 8. Classified employees permitted to work remotely may request a temporary loan of office equipment from their onsite office or workstation. The request must be made to the employee's immediate supervisor and may include such items as laptops, desktops computers, computer monitors, docking stations, office chairs, desktop printers/scanners, hotspot devices, and cellular phones. Every attempt will be made to grant the employee's request; however, the District reserves the right to make determinations as to the necessity of the request and appropriate equipment for each employee. This request procedure should not circumvent the disability interactive process. Should an employee request equipment/setup due to work restrictions or functional limitations based on a physical or mental condition, employee should contact the Human Resources and Employee Relations Office.
 9. Classified employees are responsible for loaned equipment and must sign a "Loaned Equipment Inventory" form for all District owned property received. Employees must agree to take appropriate action to protect the items from damage or theft. Equipment supplied by the District is to be used for District business purposes only and will be maintained by District-authorized personnel. If equipment becomes damaged, lost, stolen, or is in need of repair, employees will immediately notify their supervisor.

10. Upon return to on-site work, all District equipment that has been loaned to an employee will be returned to the District in the same condition as it was loaned so the employee can immediately begin onsite work.

11. For any classified employee working less than twelve (12) months the District may seek to add additional workdays to their work-years impacted by the District's COVID-19 response. The District will offer the assignments in order of seniority within the classification. An employee performing such assignment shall receive, on a pro rata basis, not less than the compensation and benefits which are applicable to the position during the regular work year. Before requiring any employee provide additional service on an involuntary basis, the District will negotiate further with CSEA.


12. In the event the District intends to make changes to classified professionals terms and conditions of employment in response to the COVID-19 pandemic, the District agrees to adhere to AB 1611 by providing written notice directly to CSEA chapter leaders, as well as to the CSEA staff member assigned to the District, with advance notice of any contemplated changes within scope, so that CSEA has a reasonable amount of time, as per AB 1611, to negotiate the proposed changes with the District.

13. All provisions of the Parties' Collective Bargaining Agreement shall remain in full effect during the District's COVID-19 response, including but not limited to, unit member's work hours, overtime pay, and out-of-class pay.

Dated: 12/18/2021

By: 
Tammy Few (Dec 18, 2021 04:41 PST)
 Tammy Few – Vice Chancellor, HRER
 For District


Dated: 12/17/2021


By: 
Elena Santa Cruz (Dec 17, 2021 08:48 PST)
 Elena Santa Cruz – President, Chapter 535
 For California School Employees Association


Dated: 12/17/2021


By: 
Joshua Fleming (Dec 17, 2021 10:10 PST)
 Joshua Fleming - Labor Relations Rep, Chapter 535
 For California School Employees Association


RCCD Employees Chapter 535 Negotiation Team


Julie Taylor (Dec 16, 2021 13:45 PST)
 Julie Taylor


Andrew Graham (Dec 16, 2021 13:35 PST)
 Andrew Graham


William Diehl


Sharlena Segura


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Signature:

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