

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS  
SANTA BARBARA CITY COLLEGE CHAPTER 289  
WITH SANTA BARBARA COMMUNITY COLLEGE DISTRICT  
REGARDING RETURN IMPACTS AND EFFECTS ON THE CSEA BARGAINING  
UNIT**

This memorandum is agreed between Santa Barbara Community College District (“District”) and the California School Employees Association and its Santa Barbara City College Chapter 289 (together “CSEA”) concerning the impacts and effects of resumed District operations under COVID-19 conditions for Fall 2021 through the end of the calendar year.

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 Coronavirus. Care should be taken to identify potential exposure and prevent the spread of disease. We agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the epidemic.

To these ends, the District and CSEA agree as follows:

<b>SAFETY</b>	<b>3</b>
Guidelines and Orders	3
Physical Distancing	3
Protective Equipment and Cleaning Supplies	4
Handwashing	4
Face Covering	5
Maintaining Facilities	5
Communication	6
Limiting Access	6
Screening	6
Testing and Tracing	10
Training	10
<b>WORKING CONDITIONS</b>	<b>11</b>
Return of Personnel	11
Recognition of Classified Employees	12
Remote Work	12
Workload and Staffing Ratios	13
Work Hours	13
Duties	13

<b>ACCOMMODATION</b>	<b>14</b>
<b>LEAVE</b>	<b>15</b>
COVID-Related Leave for Quarantine, Illness or Medical Vulnerability	15
Leaves due to COVID-Related Events	15
Safety Screening-Related Leave	16
Childcare-Related Leave	16
Dependent Care Leave	16
Partial Closures or Curtailments	16
<b>GENERAL PROVISIONS</b>	<b>17</b>

# SAFETY

## Guidelines and Orders

1. The District shall follow Cal/OSHA guidance for workspaces for all employees.
  - 1.1. The District shall notify CSEA of any new guidelines from OSHA, Cal/OSHA, or local health authorities and shall negotiate the effects of implementing those guidelines.
  - 1.2. The District agrees to modify Food Service operations in accordance with CDC recommendations for restaurants. (<https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/business-employers/bars-restaurants.html>)
    - 1.2.1. The District agrees to develop strategies to limit physical interaction during meal preparation and meal service (e.g. serving meals in classrooms, increasing meal service access points, staggering cafeteria use).
    - 1.2.2. The District agrees to install physical barriers, such as health guards and partitions at POS and other areas where maintaining physical distancing is difficult.

## Physical Distancing

2. The District agrees to maintain appropriate physical distancing standards in campus facilities and vehicles generally, including but not limited to implementing plans incorporating the following components.
  - 2.1. The District will plan to limit the number of people in all campus spaces to the number that can be reasonably accommodated while maintaining appropriate physical distance between individuals, based on current Santa Barbara Public Health Department and Cal/OSHA requirements and recommendations.
  - 2.2. The District will minimize movement of students and educators or staff as much as possible.
  - 2.3. Employees have the right to request any individual within six feet of them outdoors to either put on a mask or show their vaccination sticker if that individual wishes to remain unmasked outdoors. Employees will not face retaliation for such requests.
3. The District agrees to develop a plan that ensures physical distancing among staff in their work environment to reduce the spread of virus which includes the following:
  - 3.1. The District shall minimize staff congregation in work environments, break rooms, staff rooms, and bathrooms without proper distancing.

- 3.2. The District shall avoid grouping staff together for training or staff development. Virtual training and distancing measures shall be considered.
- 3.3. In accordance with Cal/OSHA regulations and guidance, the District shall evaluate all workspaces to ensure that employees can maintain physical distancing to the extent possible.
- 3.4. Where possible, the District shall rearrange workspaces to incorporate a minimum of six feet between employees and students.
- 3.5. If physical distancing between workspaces or between employees and students/visitors is not possible, the District agrees to install physical barriers to separate workspaces to allow for close interaction between employees and others, or to vary work schedules to allow for proper distancing between employees.

### Protective Equipment and Cleaning Supplies

4. The District shall provide sufficient protective equipment to comply with Cal/OSHA guidance for students and staff appropriate for each classification or duty, relevant to Cal/OSHA requirements.
  - 4.1. The District agrees to provide other protective equipment, as appropriate for work assignments, including but not limited to as follows:
    - 4.1.1. For staff engaged in symptom screening: Appropriate PPE, such as masks, face shields and disposable gloves.
    - 4.1.2. For front office and food service staff: Face masks and disposable gloves.
    - 4.1.3. For custodial staff engaged in surface cleaning: Masks, gloves appropriate for all cleaning and disinfecting.
    - 4.1.4. For custodial staff engaged in deep cleaning and disinfecting: Appropriate PPE for COVID-19 disinfection (disposable gown, gloves, eye protection, and mask or respirator) in addition to PPE as required by product instructions.
  - 4.2. The District shall implement a plan for ongoing supply of protective equipment.
  - 4.3. If appropriate protective equipment is not available, employees will not be required to work and they will maintain full pay until it is safe to work.
  - 4.4. The District shall maintain adequate and appropriate cleaning supplies to disinfect the sites in accordance with California Department of Public Health guidance.

### Handwashing

5. The District shall ensure sufficient supplies of resources necessary for hand washing, including hand sanitizers, soap, water, hand washing stations, disposable towels or tissues, and no-touch trash cans.

- 5.1. The District shall ensure adequate break time for employees to wash hands, at least every half hour in active public facing areas.

### Face Covering

6. The District shall require a face covering indoors for every person on site, including students and visitors, in accordance with State health guidelines and orders.
  - 6.1. Any employee finding themselves in the vicinity of an unmasked person in these areas (or who are not complying with applicable distancing requirements) may:
    - 6.1.1. Immediately leave the area to report non-compliance to security personnel or the employee's management. Employees will not be expected to return to the work area until the non-compliance is resolved, or
    - 6.1.2. Staff members may choose to ask for proof of vaccination or to request compliance with masking requirements, but they are not required to do so, nor are they required to attempt to resolve conflicts with non-compliant people.
  - 6.2. No staff member is required to make the determination of individual vaccination status.
  - 6.3. Private office residents may require people to wear masks in their office.

### Maintaining Facilities

7. The District shall maintain its facilities in a manner consistent with the safety of its staff.
  - 7.1. The District shall follow Santa Barbara Public Health Department guidelines for preparation and use of HVAC and public drinking sources, and general safe ventilation practices.
  - 7.2. The District shall appropriately and promptly remedy malfunctioning toilets or prevent their use.
  - 7.3. The District shall establish and maintain routine "deep-cleaning" schedule in accordance with State and County guidelines and orders. "Deep-cleaning schedule" is defined as a plan for keeping facilities at a high level of cleanliness, particularly sanitizing high-touch surfaces.
    - 7.3.1. The District agrees to temporary closure and deep cleaning of any specific site upon learning that infected persons were present at that site.
    - 7.3.2. The District agrees that any such temporary closure of site shall be based on reliable, measurable data, and that the data shall be made available to CSEA upon request.
  - 7.4. If appropriate ventilation or cleaning is not available, employees will not be required to work in the questionable space and they will maintain full pay until it is safe to work.

## Communication

8. The District agrees to maintain an updated Injury and Illness Prevention Plan (IIPP) and agrees to make updates accessible to employees.
9. The District will inform affected staff immediately if a person who has been on Campus for any reason has tested positive for COVID-19, including immediate notice to CSEA. The District will contact individual staff members to inform them about their exposure under adherence to FERPA and privacy guidelines.
10. In the interest of protecting community health, any employee may report, in writing, any unsafe condition in the working environment to their immediate supervisor. The supervisor shall, within five (5) working days, respond in writing to the employee stating what has been or is being done to make the condition safe or, if no action will be taken, the reason(s) why.
  - 10.1. During the five-day response period, all employees shall have the right, without recrimination, to refuse to perform work reasonably considered to be unsafe. Employees may be directed to complete work under modified conditions as directed until conditions are made safe for the completion of the original assignment, provided modification sufficiently addresses safety concern(s).
  - 10.2. All employees have the right to report and non-compliance to their supervisor or the COVID Compliance Officer for Employees.

## Limiting Access

11. The District shall enforce appropriate limitations on access to District sites, including screening of students, employees, and visitors, limits on non-student, non-employee access, and safe arrangements for student access to college sites.
  - 11.1. The District agrees to minimize access to campus, and limit non-essential visitors, facility use permits, and volunteers, pursuant to guidance received from County health.
12. The District agrees that should signs of illness become evident while a person is on campus, the District will follow County Health guidelines, which may include referring students to the Student Health Center or sending them home. Staff will be advised to go home per employee COVID protocols.

## Screening

13. The District agrees to maintain specific plans for health screenings and clear standards in accordance with CDC guidelines. Screening may rely on self-screening or on-campus, in person methods. All persons will be required to complete the HealthyRoster questionnaire every day they come to campus. Everyone entering the Campus, a building, or instructional site (e.g. tent), including but not limited to students, employees, and visitors, must perform a symptom self-check using the “HealthyRoster” application.

- 13.1. Access to buildings will be controlled by staff members of the College. Only persons with “HealthyRoster” proof (the “green screen”) will be allowed into any building or tent/outdoor instructional and business/services area. Staff may decline anyone entry to their personal space if a HealthyRoster green screen is not displayed either digitally or on paper upon entry. Staff should contact a COVID Monitor or the COVID Hot Line regarding non-compliant people.
14. Monitoring and Enforcing: The District will provide sufficient staff for monitoring that mandated physical distancing, mask wearing, and use of the self-check application (HealthyRoster) are adhered to while any person(s) are in the building/tents/workspace areas. The District will also provide increased security personnel who will, as necessary, remove persons from the area who do not wear face coverings or violate the physical distancing rules. The District will consult with CSEA and share their plan on how this is implemented prior to August 12, 2021. Special attention will be given to large capacity rooms and poorly ventilated spaces.
15. Buildings that have monitors outside screening all entrants when the building is open to the public shall include, but will not be limited to, the following:
  - 15.1. Administration Building
  - 15.2. Student Services Building
  - 15.3. Library/Learning Resource Center (LRC)
  - 15.4. Campus Store
  - 15.5. Cafeteria/Campus Center
  - 15.6. Wake/Schott Main Offices
  - 15.7. Additional buildings as needed or requested
16. Any protocol for utilizing self-screening shall direct students, employees, and visitors to take their own temperature before coming to the workplace.
  - 16.1. It shall direct individuals to confirm via questionnaire that their temperature is less than 100.4°F, and confirm that they are not experiencing coughing or shortness of breath.
  - 16.2. It shall direct individuals to stay home if they have symptoms consistent with COVID-19 or if they have had close contact with a person diagnosed with COVID-19.
17. Should on-campus temperature screening be required, in-person methods of screening may protect individuals using a reliance on Barrier/Partition Controls.
  - 17.1. During screening, the screener stands behind a physical barrier, such as a glass or plastic window or partition, that can protect the screener’s face and mucous membranes from respiratory droplets that may be produced when the employee sneezes, coughs, or talks. Upon arrival, the screener should wash hands with soap and water for at least 20 seconds or, if soap and water are not available, use hand sanitizer with at least 60% alcohol. Then:

- 17.1.1. Make a visual inspection of the individual for signs of illness, which could include coughing, flushed cheeks, fatigue, or other obvious signs of illness.
- 17.1.2. Ask all individuals about COVID-19 symptoms within the last 24 hours and whether anyone in their home has had COVID-19 symptoms or a positive test.
  - 17.1.2.1. Conduct temperature and symptom screening using this protocol:
    - 17.1.2.1.1. Put on disposable gloves.
    - 17.1.2.1.2. Check the individual's temperature to ensure temperatures below 100.4°F, reaching around the partition or through the window. Make sure the screener's face stays behind the barrier at all times during the screening.
    - 17.1.2.1.3. If performing a temperature check on multiple individuals, make sure that you use a clean pair of gloves for each individual and that the thermometer has been thoroughly cleaned in between each check. If disposable or non-contact thermometers are used and you did not have physical contact with an individual, you do not need to change gloves before the check. If non-contact thermometers are used, clean and disinfect them according to manufacturer's instructions and facility policies.
    - 17.1.2.1.4. Remove and discard PPE (gloves), and wash hands with soap and water for at least 20 seconds. If soap and water are not available, use hand sanitizer with at least 60% alcohol.
- 17.2. If physical distance or barrier controls cannot be implemented during screening, PPE can be used when the screener is within 6 feet of an individual during screening. However, reliance on PPE alone is a less effective control and more difficult to implement given PPE shortages and training requirements.
  - 17.2.1. Method for Reliance on Personal Protective Equipment (PPE):
    - 17.2.1.1. Upon arrival, the screener should wash their hands with soap and water for at least 20 seconds or use hand sanitizer with at least 60% alcohol, put on a facemask, eye protected (goggles or disposable face shield that fully covers the front and sides of the face), and a single pair of disposable gloves. A gown could be considered if extensive contact with an employee is anticipated. Then:
    - 17.2.1.2. Make a visual inspection of the employee for signs of illness, which could include coughing, flushed cheeks, fatigue, or other obvious signs of illness.



- 17.2.1.3. Ask all staff about COVID-19 symptoms within the last 24 hours and whether anyone in their home has had COVID-19 symptoms or a positive test.
  - 17.2.1.4. Take the employee's temperature to ensure temperatures below 100.4°F.
  - 17.2.1.5. If performing a temperature check on multiple individuals, make sure that you use a clean pair of gloves for each employee and that the thermometer has been thoroughly cleaned in between each check. If disposable or non-contact thermometers are used and you did not have physical contact with an individual, you do not need to change gloves before the next check. If non-contact thermometers are used, you should clean and disinfect them according to manufacturer's instructions and facility policies.
  - 17.2.1.6. After each screening assignment is completed for the day, remove and discard PPE and wash hands with soap and water for at least 20 seconds or use hand sanitizer with at least 60% alcohol.
18. Bargaining unit members shall not be required to respond to screening questionnaire questions that are not based on CDC recognized symptoms. CDC recognized symptoms include, but are not limited to:
- 18.1. Fever or chills
  - 18.2. Cough
  - 18.3. Shortness of breath or difficulty breathing
  - 18.4. Fatigue
  - 18.5. Muscle or body aches
  - 18.6. Headache
  - 18.7. New loss of taste or smell
  - 18.8. Sore throat
  - 18.9. Congestion or runny nose
  - 18.10. Nausea or vomiting
  - 18.11. Diarrhea
19. Temperature checks and questionnaires shall be performed in a confidential manner.
- 19.1. Digital systems are preferred (such as applications and computer based).
  - 19.2. Screening records shall be kept confidential.

- 19.3. Screening records shall be destroyed after 40 days or as recommended by CDC and County Health.
- 19.4. The parties agree no employee discipline may occur related to screenings, except for refusal to comply or misrepresentations, or behavior that violates policy.
- 19.5. The parties agree that nominal tardy reporting due to physical screening requirements shall not be a basis for discipline, unless abuse occurs.
- 19.6. Temperature taking duties shall first be offered to bargaining unit members on a voluntary basis. Participating bargaining unit members shall be trained in screening technique prior to screening.

### Testing and Tracing

20. The District shall follow a policy of appropriate and immediate notice of potential exposure to COVID-19, including to CSEA.
  - 20.1. CSEA agrees to cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals.
  - 20.2. The District agrees to cooperate with the Santa Barbara County Public Health Department in any necessary public health actions, such as contact tracing of infected individuals.
  - 20.3. The District agrees to maintain specific plans for health screenings and clear standards in accordance with Santa Barbara Public Health Department guidelines.
  - 20.4. The District is committed to implement periodic COVID-19 testing of unvaccinated students and staff.

### Training

21. The District agrees to develop and provide staff training or utilize state-provided training regarding the following topics:
  - 21.1. Disinfecting frequency and tools/chemicals used in accordance with the Healthy Schools Act, CDPR guidance and Cal/OSHA regulations.  
<https://www.sbccc.edu/hr/training.php>
  - 21.2. For staff who use hazardous chemicals for cleaning, specialized training is required.
  - 21.3. Symptom screening, including temperature checks.
  - 21.4. COVID-related updates to the Injury and Illness Prevention Plan (IIPP).
  - 21.5. State and local health standards/recommendations.

# WORKING CONDITIONS

## Return of Personnel

22. The District and CSEA agree that, generally, for the Fall 2021 semester, no CSEA member shall be required to work on Campus involuntarily unless the following process has been completed.
  - 22.1. Managers will be asked to develop Fall schedules.
    - 22.1.1. By working collaboratively with staff to designate which on-campus tasks are necessary, and
    - 22.1.2. By asking staff to commit to a voluntary schedule for on-campus time for the semester.
  - 22.2. If there are not enough voluntary workers to cover agreed upon necessary on-campus work, managers will request employees to do necessary on-campus work.
  - 22.3. When a member is required to report to campus, CSEA will be provided with:
    - 22.3.1. Who is reporting
    - 22.3.2. The necessity of the call-in and/or schedule
    - 22.3.3. Call-in schedule
    - 22.3.4. The duties to be performed
    - 22.3.5. PPE/Health and Safety provisions
  - 22.4. Subsequent changes to this plan must follow the above process.
  - 22.5. Unanticipated absences may require temporary changes to the schedule plan without following the full planning process as described above. Any temporary schedule change under this article will require a minimum of two hours' notice to any impacted employee. Consideration will be given for child care concerns, medical conditions, etc.
  - 22.6. We encourage employees to work on campus if they so desire.
23. Telecommuting agreements are required for all employees who wish to remain working remote. The three-day telecommute limit is waived during the term of this MoU.
24. CSEA members who need to be home to care for children as a result of a coronavirus-related child care provider or school closure or to care for other family members as defined in the family leave act due to COVID-related illness or limitations will not be asked to report on Campus, though they may still be expected to work remotely if not ill. CSEA members who need to be home but cannot work remotely will be allowed to take appropriate leaves in accordance with this agreement.

<https://www.nolo.com/legal-encyclopedia/family-medical-leave-california.html>

25. CSEA members performing remote work will not be required to perform these remote work tasks on campus.
26. The District will pay any bargaining unit member forty (\$40) dollars each day they work on campus for at least two hours, up to four days per week, effective beginning June 28, 2021 through the term of this agreement.
  - 26.1. This incentive shall be paid for work done on campus voluntarily or as part of necessary on campus work.
27. Employees who need to be home to care for children as a result of a coronavirus-related child care provider closure or school closure will not be asked to report on campus, though they may still be expected to work at home if not ill.
28. Any unit member called in or called back to work after completion of the unit members regular assignment shall be compensated for at least two (2) hours of work at the rate of one and one-half (1 ½) times the unit members regular rate of pay (cash compensation or compensatory time off).

#### Recognition of Classified Employees

29. The parties recognize classified staff's efforts to steadfastly support the transition to and continuation of both onsite and remote learning and work environments, which focused on student success, safety, and retention throughout the COVID-19 pandemic.
  - 29.1. The District agrees to pay a one-time additional compensation for classified bargaining unit members who reported to a physical-worksites because they were required to do so by their supervisors or other management between September 2020 and June 15, 2021 in the amount of \$2,500. This one-time bonus shall be prorated for those individuals who may have reported for less than the full ten months. For purposes of the calculation of the one-time bonus, 11 days worked in the calendar month is the equivalent of one month of service.

#### Remote Work

30. The District and CSEA agree that, for the term of this agreement, CSEA bargaining unit employees not called in to work on campus shall continue to be allowed to telecommute (work from home).
31. The District will provide those working in the CSEA bargaining unit classifications with sufficient equipment to perform their assigned duties while working remotely.

### Workload and Staffing Ratios

32. The District and CSEA agree to address anticipated or actual increased workload concerns to accommodate CDC guidelines and recommendations (e.g. installation of barriers or partitions, added cleaning schedule, added bus routes, increased extended care enrollment).
33. The District recognizes that remote and hybrid operation may have a negative impact on workload and/or productivity of employees. Supervisor and staff will work together to resolve workload and productivity issues appropriate to circumstances.
34. To address the increased workload to employees, the District agrees to the following:
  - 34.1. Employees will be provided an opportunity to give direct feedback to their supervisor on a daily basis regarding workload concerns.
  - 34.2. CSEA reserves the right to demand negotiation over unresolved workload concerns.

### Work Hours

35. The parties agree bargaining unit employees shall report at regularly assigned hours for the 2021-2022 year, per Article 7 of the collective bargaining agreement.
36. While remote working, CSEA bargaining unit employees are expected to be available during their normal designated working hours, unless the employee and supervisor agree on other arrangements.
37. An employee and supervisor may mutually agree on other schedule arrangements, provided the employee takes their statutory break on time, and regular lunch in the approximate middle of their scheduled day. No alternate workday schedule should exceed eight hours including breaks, unless it is overtime or the employee is on an official alternate work schedule.

### Duties

38. The District shall maintain specific plans on how to follow CDC and County Public Health Department guidelines. These plans shall be shared with CSEA.
39. The District and CSEA acknowledge that California Education Code §88001(a) requires that all classified positions have set duties. However, due to the current unforeseen and unprecedented nature of 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, and/or possibly outside their normal department. Managers and supervisors must coordinate duty changes outside an employee's normal classification with their senior management. Changes outside the normal classification must be coordinated with Human Resources and negotiated with CSEA.
  - 39.1. Examples of additional duties that may be required include:

- 39.1.1. LTA positions being asked to help wipe down and disinfect items within the lab on a regular basis in order to maintain cleanliness standards.
  - 39.1.2. Certain positions being asked to perform temperature checks on staff or visitors.
40. 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 transfer of duties shall be negotiated.

## ACCOMMODATION

41. The District explicitly acknowledges that the interactive process may be required to make work safe for employees with documented health conditions that heighten the risk of severe outcomes with COVID-19.
42. The District agrees to maintain procedures for keeping confidential employee communications about non-COVID health conditions.
43. The District agrees to initiate the interactive process for employees whose physician designated them as "high risk" or "vulnerable" as related to exposure to COVID-19 if an accommodation is requested.
44. The District shall provide reasonable accommodation for employees particularly vulnerable to COVID-19 due to a medical condition, including but not limited to:
- 44.1. Providing additional or enhanced personal protective equipment (PPE);
  - 44.2. Placing physical barriers to separate the vulnerable employee from coworkers or the public;
  - 44.3. Eliminating, reducing, or substituting less critical, non-essential job functions that create more risk of exposure;
  - 44.4. Allowing the employee to work remotely;
  - 44.5. Moving the employee workstations.
45. The District shall utilize "hold-harmless" leave when no reasonable accommodation can be reached. In other words, the employee will be placed on paid leave (not deducted from existing leave banks), or be allowed to work from home.

# LEAVE

## COVID-Related Leave for Quarantine, Illness or Medical Vulnerability

46. The District will accept all workers' compensation claims related to COVID-19, and will process according to regular policy.
47. In the event a CSEA bargaining unit employee:
  - 47.1. Is exposed to COVID-19 and wishes to self-quarantine, or
  - 47.2. Wishes to self-quarantine for COVID-19 related reasonable cause including age or medical vulnerability of the employee or a member of the employee's household, or
  - 47.3. Is individually quarantined due to COVID-19 by official order, and
  - 47.4. The employee reasonably cannot work remotely or from home, the employee will receive full pay for that absence.
48. Employees on sick leave due to COVID-19 will be maintained at full pay during their absence.
  - 48.1. Employees may be required to provide medical documentation of the COVID-19 diagnosis, updated every 2 weeks, depending on federal or state requirements. This section will only apply if tests are available, otherwise a note from a doctor is all that is required.
  - 48.2. Employees will be required to provide medical clearance to return to work.
49. Subject to Executive Orders, current law, regulations and guidance, no employee will have accrued leave deducted for taking time needed to comply with a medical professional's recommendations, including to self-quarantine, secure one's own health, or secure the health of one's household during the COVID-19 crisis.
50. When an employee is potentially exposed to coronavirus, the employee will either be placed on paid leave (not deducted from existing leave banks) or be allowed to work from home for 14 calendar days and will be expected to self-isolate.

## Leaves due to COVID-Related Events

51. In the event a CSEA bargaining unit employee is exposed to coronavirus or is taken ill with coronavirus, or wishes to self-quarantine for reasonable cause (i.e. family members who are uniquely vulnerable), the employee may use available leaves without fear of reprisal.
52. The District agrees to protect and support staff who have medical conditions that will or might put them at increased risk for severe illness (medical conditions that the CDC says will or might pose increased risks of severe illness from COVID-19) or who cannot safely distance from

household contacts at higher risk, by providing options such as telework or negotiated change in classification or duties.

53. Employees belonging to populations deemed by the State as uniquely vulnerable to the effects of the virus shall be allowed to self-quarantine for reasonable cause at no loss to individual leaves or pay.

#### Safety Screening-Related Leave

54. When an employee is not permitted to work due to safety screening (e.g. high temperature or positive report of key symptom), the employee will be placed on remote work status unless not feasible, in which case paid leave status until permitted to return to work; leave shall not be subtracted from their existing leave banks.
55. Any employee who reports to work but is sent home due to coronavirus shall receive one day's reporting pay for that day.

#### Childcare-Related Leave

56. If an employee needs to be home to care for children as a result of a coronavirus-related childcare provider closure or school closure, and the employee determines they cannot work, in conformity with Labor Code §230.8 and consistent with the CSEA agreement, the employee may utilize existing vacation, sick leave, or compensatory time off for purposes of the planned absence authorized by this section. An employee also may utilize time off without pay for this purpose pursuant to the CSEA agreement. Such leaves should be granted as liberally as possible.
57. Employees may use existing forms of leave to address a childcare provider or school emergency affecting their children.

#### Dependent Care Leave

58. The District shall utilize "hold-harmless" leave in the case that an employee is caring for an individual subject to an order or who is advised to self-isolate.

#### Partial Closures or Curtailments

59. No loss of pay during COVID-19 related partial closures or curtailments: In the event any District facility must be closed, or any District operations are curtailed due to the coronavirus epidemic, CSEA bargaining unit employees will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment. Members may be temporarily reassigned duties or relocated in consultation with CSEA. Thus, for example the District will continue to pay bargaining unit employees even if they are unable to work due to coronavirus-related reduction in use of District facilities.
  - 59.1. Employees who are not ill will not be required to use paid sick leave or any other form of paid time off during such an eventuality.



60. CSEA support for full funding: CSEA will support efforts to maintain funding pursuant to the Education Code in the event of a closure of any District facilities due to the epidemic.

## GENERAL PROVISIONS

61. Compliance with further governmental orders: The parties recognize that the COVID-19 epidemic is evolving and so is the governmental response. The parties will comply with further state or federal legislation or 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.
62. Duration of Agreement: This agreement shall remain in effect through December 31, 2021.
63. Grievance Procedure: Any alleged violation, misinterpretation, or misapplication of the terms of this agreement shall be subject to the grievance and arbitration provisions of Article 3 of the CBA, except as follows:
  - 63.1. The definition of a grievant: Only CSEA can be the grievant, not an employee.
    - 63.1.1. The definition of a grievance: A “grievance” does not require CSEA to be “adversely affected” for a grievance to be filed regarding an alleged violation, misapplication or misinterpretation of a provision of this agreement.
  - 63.2. After attempting to resolve the grievance through an informal grievance resolution meeting between CSEA and the District, if the grievance is not resolved, CSEA may move the grievance immediately to the final step of the grievance process.
  - 63.3. CSEA and the District agree that any alleged violation, misinterpretation, or misapplication of the terms of this agreement is time sensitive and therefore shall be resolved in expedited arbitration before an arbitrator mutually agreed upon by CSEA and the District.
  - 63.4. Arbitration shall be scheduled within twenty (20) working days once the request for arbitration has been submitted, unless a different timeline is mutually agreed upon by CSEA and the District.
  - 63.5. The Arbitrator's decision on any grievance filed on an alleged violation, misinterpretation, or misapplication of the terms of this agreement shall be final and binding upon CSEA and the District.
  - 63.6. The parties agree to meet and further negotiate any proposed changes to the terms agreed upon herein.

This tentative agreement is subject to ratification by Chapter 289 and the approval of the CSEA and the Santa Barbara Community College District Board.

FOR THE ASSOCIATION:

*Liz Auchincloss*

---

Elizabeth Auchincloss #289  
President, CSEA Chapter #289

*Mark Moore*

---

Mark Moore  
Labor Relations Representative  
California School Employees Association

FOR THE DISTRICT:

*Michael W. Shanahan*

---

Michael W. Shanahan, Esq.  
Vice President, Human Resources  
Santa Barbara Community College District

*Lyndsay M. Maas*

---

Lyndsay Maas  
Vice President, Business Services  
Santa Barbara Community College District

*Deneatrice Lewis*

---

Deneatrice Lewis  
Director, Human Resources  
Santa Barbara Community College District