



47  
48  
49  
50  
51  
52  
53  
54  
55  
56  
57  
58  
59  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69  
70  
71  
72  
73  
74  
75  
76  
77  
78  
79  
80  
81  
82  
83  
84  
85  
86  
87  
88  
89  
90  
91  
92

**B. Reporting Unsafe Conditions**

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. The supervisor shall respond in writing to the employee within 5 calendar days unless legally required otherwise, 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.

All employees shall have the right, without retaliation, to refuse to perform work that creates an imminent danger by notifying their supervisor in writing of such refusal and the basis therefor. Employees 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, provided modification sufficiently addresses safety concern(s).

**2. Testing and Tracing:**

The District shall notify bargaining unit employees who have been exposed to COVID-19 at work, including individuals who have been in close contact (within six feet for 15 minutes or more) of an infected person, or a person who is suspected to be infected, and take steps to isolate the infected person and close contacts. The District shall concurrently notify CSEA, including notice of the entity or organization who is performing the contact-tracing investigation.

The District shall provide COVID testing at no expense to bargaining unit employees who were performing services on District premises during an outbreak.

CSEA agrees to cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals.

Temperature taking duties may be offered to bargaining unit members on a voluntary basis. Participating bargaining unit members shall be trained in screening technique prior to screening.

**3. Leave and Workers' Compensation:**

**A. Leave**

If an employee is potentially exposed to coronavirus at work and directed to self-quarantine or is sent home from work due to a screening result or symptoms, the employee shall remain in paid status for the remainder of the workday in which such directive is given. The unit member shall thereafter be given the choice to perform modified duties from home where feasible, or to take a paid or unpaid leave of absence.

93 The Parties agree that employees shall be entitled to applicable current and future State  
94 and/or Federal directive(s), authorization(s), and/or appropriation(s) for additional leaves,  
95 subject to statutory eligibility.  
96

97 Employees who have exhausted all paid leave and must be absent due to coronavirus,  
98 including to care for family or household members or to meet a childcare emergency, shall  
99 be permitted to take unpaid leave.  
100

## 101 **B. Workers' Compensation**

102  
103 The District and CSEA acknowledge that a rebuttable presumption exists that an  
104 employee's illness related to coronavirus is an occupational injury, and therefore  
105 bargaining unit members may be eligible for workers' compensation benefits if specified  
106 criteria are met.  
107

108 Unit members who are exposed or test positive for coronavirus within 14 days after a day  
109 that the employee performed on-site services shall be placed on industrial accident/illness  
110 leave (see Article 15 of the CSEA CBA) and shall submit a worker's compensation claim  
111 to the District. The District will assist unit members who have exhausted industrial illness  
112 leaves in identifying other available leaves, including sick leave, vacation, or extended  
113 illness leave.  
114

## 115 **4. Accommodation:**

### 116 **A. Accommodation of High-Risk Individuals**

117  
118  
119 The parties recognize that some bargaining-unit employees are at higher risk of severe  
120 illness from novel coronavirus due to existing medical conditions or age. The District  
121 agrees to protect and support staff who are at higher risk for severe illness by engaging in  
122 a good-faith interactive process and providing options such as leave, telework or temporary  
123 modifications in classification or duties.  
124

### 125 **B. Accommodation for Dependent Care**

126  
127 Employees may use existing forms of leave to address a childcare provider or school  
128 emergency affecting their children. If bargaining-unit employees do not have access to  
129 their normal childcare due to the coronavirus epidemic and related program and school  
130 closures, then the District may enable employees to work by any of the following:  
131

- 132       ▪ Allowing employees to enroll their children in childcare programs run by the  
133       District, subject to capacity and enrollment restrictions; or
- 134       ▪ Accommodating employees with work-from-home or adjusted schedules.  
135

## 136 **5. Return Personnel:**

137

138 All classified unit members shall be considered “on-site” employees unless directed  
139 otherwise by their Supervisor, or on a District approved leave, or assigned to “remote  
140 work.” In the event that an Employee in the bargaining unit is authorized to perform  
141 “remote work,” including performing administrative tasks, responding to electronic  
142 correspondence, and/or participating in audio- or video-conferencing, the Employee shall  
143 be available for work and compensated for their regular hours of work for the entire period  
144 in which they are regularly scheduled.  
145

146 The attached “Leave Tracking Authorization” form (Attachment B) shall be completed by  
147 the employee and authorized by the designated manager prior to an assignment to perform  
148 “remote work,” including the choice of leave to be used in the event the remote work  
149 assignment ends. In the event the remote work ends due to reasons not related to  
150 performance, the manager must give the employee at least two (2) work days’ notice of the  
151 change in circumstance and the employee’s current leave balance. By the end of the second  
152 work day after the employee has been notified, the employee must submit a new “Leave  
153 Tracking Authorization” form to their immediate Supervisor/Manager.  
154

155 **6. Workload and Staffing Ratios:**  
156

157 Should remote/temporary work assignments end the parties agree to meet and confer as to  
158 the impacts and effects regarding ending remote/temporary work as it relates to matters  
159 within the scope of representation, the parties agree to meet and confer regarding the  
160 impacts and effects of those decisions. Nothing in this Agreement modifies or waives the  
161 District right to reduce or eliminate classified positions for a bona fide lack of work and/or  
162 lack of funds, as provided by the Education Code.  
163

164 **7. Working from Home:**  
165

166 The District agrees that no CSEA bargaining-unit employee shall be unreasonably  
167 disciplined over productivity concerns for the duration of this agreement. However, the  
168 District reserves the right to initiate disciplinary proceedings for cause when deemed  
169 necessary.  
170

171 **8. Compliance with Further Governmental Orders:**  
172

173 In case of conflict between different governmental guidelines, the District will adhere to  
174 the guidelines that are the most protective of the health and safety of unit members while  
175 at District facilities. The District will notify CSEA and the Chapter President if it believes  
176 that any such changes in standards, orders, regulation, or guidance requires changes in  
177 working conditions beyond those specified in this MOU or the District’s COVID-19  
178 prevention plan, and upon the request of either party the parties will meet as soon as  
179 possible to negotiate the impacts and effects of those changes.  
180

181 **9. Duration of Agreement:**  
182

183 This MOU is a temporary agreement to address the extraordinary circumstances created by

184 the novel coronavirus (COVID-19) pandemic, and does not create any precedents nor  
185 establish the status quo for future bargaining purposes. All references to the CSEA CBA  
186 herein shall mean those terms included in the 2018-2021 bargaining agreement. This MOU  
187 shall become effective on January 1, 2021, and remain in effect until either the end of the  
188 day on December 31, 2021, or the lifting of the statewide State of Emergency declared on  
189 March 4, 2020 in response to the coronavirus outbreak, whichever comes first.

190  
191  
192  
193 Dated: May 13, 2021

By:   
Adriana Flores-Church (May 13, 2021 10:12 PDT)  
Dr. Adriana Flores-Church  
For District

194  
195  
196  
197  
198  
199 Dated: May 13, 2021

By:   
Erik Duane (May 13, 2021 10:28 PDT)  
Erik Duane, Lead Negotiator  
For California School Employees Association

200  
201  
202  
203  
204  
205 Dated: May 13, 2021

By:   
Irlanda Lopez (May 13, 2021 09:58 PDT)  
Irlanda Lopez, President  
For California School Employees Association

206  
207  
208  
209  
210  
211 Dated: May 13, 2021

By:   
Heng Lim (May 13, 2021 15:32 PDT)  
Heng Lim, Labor Relations Representative  
For California School Employees Association

212  
213  
214

CONFIDENTIAL

# Signatures Requested - CSEA COVID-19 MOU (Revised)

Final Audit Report

2021-05-13

|                 |  |
|-----------------|--|
| Created:        | 2021-05-13                                   |
| By:             | Joshua Taylor (jtaylor@ericksonlaw.com)      |
| Status:         | Signed                                       |
| Transaction ID: | CBJCHBCAABAAjqyXJ3sTSQwK0YVrIuu3LhTQu7-Llj6J |

## "Signatures Requested - CSEA COVID-19 MOU (Revised)" History

-  Document created by Joshua Taylor (jtaylor@ericksonlaw.com)  
2021-05-13 - 4:48:59 PM GMT- IP address: 98.186.149.84
-  Document emailed to Adriana Flores-Church (achurch@cerritos.edu) for signature  
2021-05-13 - 4:57:20 PM GMT
-  Document emailed to Erik Duane (eduane@cerritos.edu) for signature  
2021-05-13 - 4:57:20 PM GMT
-  Document emailed to Heng Lim (hlim@csea.com) for signature  
2021-05-13 - 4:57:20 PM GMT
-  Document emailed to Irlanda Lopez (ilopez@cerritos.edu) for signature  
2021-05-13 - 4:57:20 PM GMT
-  Email viewed by Irlanda Lopez (ilopez@cerritos.edu)  
2021-05-13 - 4:58:04 PM GMT- IP address: 47.148.66.224
-  Email viewed by Erik Duane (eduane@cerritos.edu)  
2021-05-13 - 4:58:05 PM GMT- IP address: 47.151.9.90
-  Document e-signed by Irlanda Lopez (ilopez@cerritos.edu)  
Signature Date: 2021-05-13 - 4:58:29 PM GMT - Time Source: server- IP address: 47.148.66.224
-  Email viewed by Adriana Flores-Church (achurch@cerritos.edu)  
2021-05-13 - 5:11:56 PM GMT- IP address: 71.223.122.140
-  Document e-signed by Adriana Flores-Church (achurch@cerritos.edu)  
Signature Date: 2021-05-13 - 5:12:18 PM GMT - Time Source: server- IP address: 71.223.122.140

 Document e-signed by Erik Duane (eduane@cerritos.edu)

Signature Date: 2021-05-13 - 5:28:50 PM GMT - Time Source: server- IP address: 47.151.9.90

 Email viewed by Heng Lim (hlim@csea.com)

2021-05-13 - 10:31:45 PM GMT- IP address: 96.41.22.17

 Document e-signed by Heng Lim (hlim@csea.com)

Signature Date: 2021-05-13 - 10:32:10 PM GMT - Time Source: server- IP address: 96.41.22.17

 Agreement completed.

2021-05-13 - 10:32:10 PM GMT