



Side Letter of Agreement
Between SEIU Local 1021 and San Francisco Community College District
June 19, 2020

Impacts of COVID-19 Pandemic

In the interests of promoting public health and safety, preventing the spread of COVID-19 in workplaces, minimizing financial hardships on employees, and ensuring the sustainability of critical community services, SEIU Local 1021 (the Union) and San Francisco Community College District (the District) enter into this Side Letter and hereby agree to the following conditions:

1. Remote Work/Teleworking

- A) The District will make every effort to grant as many employees as operationally feasible the ability to work remotely from home or another telework location. An employee whose scope of work can be performed outside of a District facility or worksite, shall have a right to work remotely. Employees designated to work from home, shall be in paid work status and available during work hours as coordinated with their supervisor per article 44.

- B) In those cases where most, but not all, of an employee's work can be performed remotely, the District shall modify the employee's work assignment to accommodate an employee's request either to work remotely either entirely or partially, unless there is a reasonable expectation that doing so will materially harm efforts to appropriately respond to the COVID-19 pandemic. Employees whose request to work remotely is either entirely or partially denied shall receive a written response detailing the District's specific reasons for denying the employee's request.

- C) Employees who are designated to work remotely shall be provided with the necessary equipment, materials, services, directions, and training to carry out their assigned duties at no cost to themselves. Remote work will be considered paid work status and employees designated to work remotely shall continue to accrue leaves and service credit at their normal rates.

- D) The District shall provide to SEIU a list of employees and classifications whose work cannot be done remotely (onsite). The District shall provide to SEIU a list of employees and classifications working remotely (offsite).

- A) Employees who are working onsite shall receive paid leave at the rate of 1.5 or time and one half for each hour worked. The District shall create a new leave bank for the accrued time called "Covid Bank" that is non-cashable.



2. Workplace Health and Safety Standards

- A) Any employee required to report to a District facility or worksite between the effective date of this Side Letter and its expiration shall be provided with informational materials on how to prevent being infected with and spreading COVID-19, including but not limited to information on hand washing and workplace cleanliness, social distancing, COVID-19 exposure and symptoms, reporting requirements, and how to access COVID-19 testing.
- B) The District has a responsibility to provide a safe and healthy working environment. Bargaining unit custodial employees shall clean and disinfect all areas such as common offices, bathrooms, and common areas, , focusing on frequently touched surfaces using Cal/OSHA and CDC recommendations. Employees shall be responsible for sanitizing their own work stations. Equipment and materials used by multiple employees shall be disinfected by the user after each use unless it is practical to dispose of and replace said equipment and materials after each use.
- C) The District shall ensure that the social distancing standard of at least six (6) feet of space between people is observed in all District facilities and work environments. The District will take steps to facilitate this, including posting reminders about social distancing and temporary relocating work spaces if necessary.
- D) All employees required to report to a District facility or work environment between the effective date of this Side Letter and its expiration shall participate in in training necessary to carry out their job while protecting themselves from COVID-19 risk factors prior to returning. In the event that the District intends to modify an employee's assignment to meet other needs during this period, such modification will not expand the employee's responsibilities beyond the scope of their job description without prior notification to SEIU Local 1021.
- E) The District will make every effort to provide videoconferencing and teleconferencing equipment and options to employees, including employees who are required to continue reporting to work.



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3. Personal Protective Equipment (PPE)

- A) The District shall provide all employees with Personal Protective Equipment (PPE) consistent with standards and guidelines promulgated by the California Department of Public Health, the California Occupational Health and Safety Administration, the U.S. Centers for Disease Control, the U.S. Occupational Health and Safety Administration, and the World Health Organization. In the event that the standards and guidelines of these agencies conflict or are contradictory, the District shall implement the most protective/stringent standards.
- B) All represented employees who are expected to be present at a District facility or worksite at any time during the effective period of this Side Letter, shall be issued hand sanitizers, sanitizing wipes, gloves and facial coverings which shall be replenished by the District on an as-needed basis at the request of the employee. In the event the District is unable to procure and provide any of these items, employees shall be sent home with pay until such time that the District is able to safely provide the above described items.
- C) In addition to the PPEs described above, first responders and employees required to interact with students and/or the public, including but not limited to custodians, shall be provided additional protection such as face shields or other protective equipment. Employees requiring specialized protective equipment, such as N95 respirators, gowns or other equipment shall coordinate with their supervisor who shall provide additional protective equipment.
- D) If the District Administrator has knowledge that an employee, student or visitor may have been exposed or tested positive for COVID-19, a District representative shall follow the proper CDC and City and County of San Francisco Department of Public Health guidelines.
- E) Testing will be provided in the event of any suspected contamination, exposure or symptomatic. The District shall request the employee be tested for COVID-19 and shall be responsible for cost of test(s).



4. Absence for Health and Safety

- A) When any bargaining unit member is directed to be absent from their worksite by the District and/or by order of any Federal, State or Local agency, the employee shall receive full pay and benefits for so long as the District and/or the Federal, State or Local agency requires the absence. For the purposes of this Side Letter, an absence includes workplace closures as well as quarantines that affect one or more employees. No employee will be charged sick leave, vacation, or docked pay if their work location is closed and/or they are quarantined for health and safety reasons.

- B) If a bargaining unit member is unable to come to work due to their status as a member of a high-risk group, the District may assign alternative work to be done remotely and the employee shall be fully compensated. The District shall work with the bargaining unit member, and the Union to identify alternative work that can be done remotely that may outside the scope of their regular assignment position. If a bargaining unit member is unable to come to work due to their status of a high risk group and cannot be assigned alternative work to be done remotely, or if an employee had possible or confirmed exposure to COVID-19, the employee shall be eligible for paid sick leave, in accordance with Article 11.A. Eligible bargaining unit members who exhaust their paid sick leave may apply for benefits provided by the CVSLB. Bargaining unit members who are not currently in the Classified Voluntary Sick Leave Bank (CVSLB) shall receive a letter from the District to enroll and be eligible for the Classified Voluntary Sick Leave Bank as described in Section 6.10 of the Classified Employee Handbook Article 40.2/40.3 of the collective bargaining agreement. The District shall match the CVSLB time approval made by the committee, up to a maximum of sixty (60) days per employee.

- C) If an employee contracts COVID-19 on the job, the District shall assist the employee in applying for workers compensation.

5. Absence for Family Care

- A) If a bargaining unit member is unable to come to work due to their family member's illness, the bargaining unit member may use their own paid sick leave to care for their family member. Bargaining unit members who exhaust their paid sick leave due to their family member's COVID-19 illness may apply for benefits provided by the CVSLB. The District shall match the CVSLB time approval made by the committee, up to a maximum of sixty (60) days per employee.



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- B) A bargaining unit member who lives with someone in a high-risk group, or who is unable to come to work due to a COVID-19 daycare (including programs for children, seniors, and adults with disabilities) or school closure shall receive paid leave at 2/3 of their regular rate of pay, not to exceed \$200 per day for a period of two weeks, and the full salary difference shall come from CVSLB. After the two weeks period ends, the employee shall apply for full salary payment from CVSLB and upon approval from the committee the District shall provide a matching contribution. Documentation of dependent children and school closure shall be submitted to Human Resources.

6. Union Rights

- A) The District shall notify the Union of the following information at least once a week, and whenever requested by the Union, for the duration of this Side Letter:
- a. Numbers of employees thought to have been exposed to coronavirus (either tested positive or believed to have been in contact), if any: department, classification, status (on paid administrative leave, etc.), start date and anticipated end date of paid admin leave, whether tested; results of test.
 - b. Any anticipated closures or cancellation of events/services
 - c. Any changes to plans or protocols the District intends on making
- B) For the purpose of employees hired while this side letter is in effect all existing Collective Bargaining Agreement provisions concerning AB119 and New Employee Orientations (NEO's) shall remain in effect.
- a. Should the District conduct online group NEOs on a platform that supports video (e.g. Zoom, Skype or others) the Union shall be granted the opportunity to speak to new staff at such online NEOs in the manner similar to what has been bargained for in the Collective Bargaining Agreement between the parties and/or is the established past practice for in-person NEOs.
 - b. The District agrees that it shall resume conducting in-person NEOs as soon as it is feasible and the Union's access to such in-person NEOs shall resume as has been bargained for and/or is the established past practice once in-person NEOs are reinstated. Such Union access will extend to "make up" in-person NEOs that were delayed during the pendency of the COVID-19 emergency and that are rescheduled once the emergency subsides.



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- C) The Union shall have the right to access and use the District’s facilities and audio-visual, computers, and any electronic equipment to conduct sessions and separate meetings due to the impacts of COVID-19 in District facilities, work environments, and greater community.

- D) The District shall not prohibit Union communications with represented employees concerning COVID-19.

The District and the Union agree that this agreement shall be a side-letter to the Contract/MOU. The parties further agree that this this side-letter to the Contract/MOU must be subject to all relevant sections of the Contract/MOU, including, but not limited to, the grievance process.

The Union retains the right to bargain over COVID-19 and its effects beyond the scope of this Side Letter including, but not limited to, new and updated guidelines and standards from Local, State, and Federal authorities, as well as designation of employees as “essential workers” and “disaster workers” in the event that the District determines this designation to be necessary.

SEIU Local 1021 and the District acknowledge this agreement with an effective date of May 1, 2020 shall remain in effect until CCSF has resumed full in-person operations, but not prior to the end of Shelter in place. The Union reserves the right to negotiate any future changes in working conditions.

* Employees are covered by workers’ compensation laws when performing work duties at their designated alternate locations during regular work hours. Employees who suffer a work-related injury or illness while telecommuting must be reported immediately pursuant to Administrative Procedures as provided in Employee Handbooks. The District is not liable for damages to an employee’s personal or real property while the employee is working at an alternate worksite.

FOR SEIU LOCAL 1021:

Athena L Steff
Athena L Steff (Jun 19, 2020 15:57 PDT)

Athena L. Steff

Jun 19, 2020

Date

FOR San Francisco Community College District:

Dianna R. Gonzales
Dianna R. Gonzales (Jun 19, 2020 15:58 PDT)

Dianna R. Gonzales

Jun 19, 2020

Date











SEIU Side-Letter Agreement

Final Audit Report

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