

CAPISTRANO UNIFIED SCHOOL DISTRICT  
San Juan Capistrano, California

MEMORANDUM OF UNDERSTANDING

BETWEEN  
CAPISTRANO UNIFIED SCHOOL DISTRICT  
AND  
THE GENERAL TRUCK DRIVERS, OFFICE, FOOD & WAREHOUSE UNION  
TEAMSTERS LOCAL 952

COVID-19 Paid Administrative Leave

**WHEREAS**, expanded family leave and emergency paid sick leave under the Families First Coronavirus Response Act (“FFCRA”) expired on December 31, 2020;

**WHEREAS**, Orange County continues to face challenges with coronavirus cases;

**WHEREAS**, the District desires to provide paid leave to employees who are subject to quarantine due to COVID-19, whether the exposure occurred in or outside of work, in order to prevent workplace transmission;

To these ends and in the interest of employee health and safety, the District and Teamsters agree as follows:

1. All members who began using 10 days of emergency paid sick leave under the Families First Coronavirus Response Act (FFCRA) on/or prior to December 31, 2020, for reasons listed in Paragraph (2) may continue using the 10 days of leave, notwithstanding the expiration of the FFCRA, until the 10 days are exhausted. Beginning January 1, 2021, employees are no longer eligible to use 10 days of emergency paid sick leave to care for an ill family member or to care for a child whose school or day care is closed due to COVID-19.

Part-time employees are entitled to a prorated amount of leave. For example, an employee working 50% of a full-time schedule is entitled to 40 hours of leave.

2. All members who have NOT used and/or exhausted their 10 days of emergency paid sick leave under the FFCRA on or before December 31, 2020, shall be eligible to utilize 10 days of COVID-19 paid administrative leave (including any remaining balance of 10 days) until June 4, 2021 under the following circumstances: (a) the employee has a confirmed positive COVID-19 test; (b) the employee has had close contact with a person who has tested positive for COVID-19; (c) the employee is experiencing symptoms related to COVID-19 and is awaiting testing, or (d) the employee is under a quarantine order issued by federal, State, or local public health officials.

3. **Verification of Need for Leave:** In order to receive COVID-19 paid administrative leave pursuant to paragraph (2), employees must provide one of the following verification:
  - a. An employee with a confirmed positive COVID-19 test must provide Human Resources a copy of the positive test result.
  - b. An employee in close contact with a person who has tested positive for COVID-19 outside of work must provide Human Resources an explanation of the relationship with the person and a copy of that person's test results. For an employee in close contact with a person who has tested positive for COVID-19 while at work, Human Resources will verify the close contact with Risk Management.
  - c. An employee experiencing COVID-19 symptoms must provide a doctor's note.
  - d. An employee subject to a quarantine order must provide the name of the government entity that issued the order.
4. This COVID-19 paid administrative leave does not accumulate and employees do not accrue this leave.
5. **Non-workplace exposure:** All members who are required to self-quarantine under federal, state, and local health official quarantine guidance, due to a non-workplace related exposure, shall be entitled to use 10 days of COVID-19 paid administrative leave under Paragraph (2) if not already exhausted, and then any available sick leave, and then quarantine leave as documented in the collective bargaining agreement.
6. This MOU shall apply concurrently with any and all other MOUs that pertain directly or indirectly to this subject matter, and shall supersede prior MOUs to the extent they conflict.
7. **Duration of Agreement:** This MOU is a temporary agreement to address the extraordinary circumstances created by the novel Coronavirus (COVID-19) pandemic. It does not create any precedents, nor form any basis for past practice, nor establish the status quo for future bargaining purposes.

This MOU shall remain in full effect until June 4, 2021 unless extended by mutual written agreement of the parties, or until Federal, State, and/or Local Agency regulations provide an equivalent or extra benefit.



Tim Brooks  
Associate Superintendent  
Human Resource Services  
Capistrano Unified School District



Sam Carlin  
Teamsters 952 Business Representative