

**Memorandum of Understanding Between
Capistrano Unified School District
and
Teamsters Local 952
April 23, 2020**

CORONAVIRUS (COVID-19) PANDEMIC

This Memorandum of Understanding is entered into between the Capistrano Unified School District ("District") and the Teamsters Local 954 ("Teamsters") concerning the District's response to the coronavirus (COVID-19) pandemic. On March 5, 2020, Governor Newsome declared a California State of Emergency due to the COVID-19 outbreak and on March 11, 2020, the World Health Organization officially declared the COVID-19 outbreak a pandemic.

The District and Teamsters recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its teachers 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. We agree that reasonable continuity of District operations should be maintained, and reasonable accommodation should be made for District employees who are impacted by the pandemic.

To these ends, for the term of this MOU, the District and Teamsters agree as follows:

- 1) The District will inform Teamsters as soon as practicable should it learn of a confirmed or likely coronavirus infection of District employees or students utilizing District facilities. It is understood that privacy rights under HIPPA and CMIA will be maintained.
- 2) The District will provide information on public hygiene and sanitation to help minimize the spread of the virus and will ensure that its facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, disinfectant, and hand sanitizer) to the extent such supplies are available. Personal protection equipment (such as gloves, masks, and eye wear) will be provided to employees performing essential duties based on the needs of the tasks being performed, to the extent such equipment is available. This includes any supplies mandated by state and local agencies.
 - Where practicable, employees may be allowed to perform work duties from home.
 - Supervisors will collaborate with unit members to adjust their workspace and/or work environment to comply to the greatest extent possible with government agency directives minimizing the impacts of Covid-19.
 - Teamsters will cooperate with the District in any necessary public health actions recommended by federal, state, and local departments of public health
- 3) Spring Vacation Day paid holiday will be March 20, 2020, instead of April 10, 2020, as previously calendared. Unpaid days originally scheduled for April and moved to March due to the calendar change will be deducted from the May 31st or June 10th paychecks in 2020.

- 4) In the event a Teamsters bargaining-unit employee is exposed to coronavirus or is taken ill with coronavirus, leave policies will be liberally construed to encourage the unit member not to infect others by coming to work. CUSD will also comply with HR 6201, Families First Coronavirus Response Act.

HR 6201: The parties recognize that the Federal “Families First Coronavirus Response Act,” also known as HR 6201, provides most employees with two weeks of paid leave for coronavirus-related absences, and extends Family Medical Leave Act (FMLA) leave. Specifically, HR 6201 provides as follows, effective 4/2/20:

- 80 hours of paid sick leave for full-time employees (pro rata for part-time) at the employee’s regular rate of pay (up to \$511 per day and \$5,110 in total) if:
 - The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19;
 - The employee has been advised by a health care provider to self-quarantine because of COVID-19; or
 - The employee is experiencing symptoms of COVID-19 and is seeking a medical diagnosis.
- 80 hours of paid leave for full-time employees (pro rata for part-time) at two-thirds the regular rate of pay (or state minimum wage, whichever is greater) up to \$200 per day and \$2,000 total if:
 - The employee is caring for an individual subject to an order or advised to self-isolate;
 - The employee is caring for their own child whose school or place of care is closed, or child care provider is unavailable, due to COVID-19 precautions; or
 - The employee is experiencing substantially similar conditions as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury (these have not been specified yet).

The parties recognize that such leave as provided by HR 6201 shall be available to all District employees in the appropriate circumstances, and shall be drawn prior to any other forms of paid or unpaid leave available to such employees.

The parties further recognize that HR 6201 extends FMLA leave in various ways, including making it available to any employee who has been employed for at least 30 days, making it available to employees unable to work due to the need to care for an employee’s minor child if the child’s school or place of care has been closed due to a public health emergency, and making it a paid leave at 2/3 pay after the first 10 days.

The parties acknowledge that these changes may apply to District employees and that they may use any previously-accrued sick leave to fill any gap in pay resulting from the 2/3 formula in HR 6201.

- In the event a unit member wishes to self-quarantine, but does not qualify for leave under HR6201, the employee may use other available accrued leaves without fear of reprisal.
- Employees who have exhausted accrued sick leave may use extended sick leave.

- Employees belonging to populations deemed by the State as uniquely vulnerable to the effects of the virus shall be allowed to self-quarantine and utilize available paid leaves.
 - Said employees may be assigned work to be completed remotely during the period of self-quarantine, when practicable. In these cases, the use of leave is not required.
 - Similarly, those unit members with medical proof of susceptibility to the virus should it be detected within district boundaries will be granted leave as liberally as lawfully possible.
 - Teamsters shall not encourage its members to take leave unless there is actually a medical reason.
- 5) If county or state officials recommend a change to the status of school operations, the parties agree the District shall have the sole and exclusive right to determine whether a school is closed, maintained as open, or reopened after closure.
- In the event any District facility is closed, or any District operations are curtailed due to the coronavirus pandemic, unit members available to work but assigned to home will not suffer any loss of pay or benefits relative to their regular schedules (excluding overtime and extra-duty assignments) for the period of closure or curtailment.
 - Unit members who are not ill, but available to work and assigned to home, will not be required to use paid sick leave or any other form of paid time off during such an eventuality.
 - This paragraph will apply for as long as any such closure or curtailment related to Covid-19.

During any District closure or curtailment of operations, the District may require some unit members determined by the District to be essential to its continued operations to remain onsite and perform their regular work assignment or work outside of their regular work assignment pursuant to Government Code § 3100. Should a Teamsters bargaining-unit employee be worked in a higher class, all provisions of the CBA governing temporary promotions (7.9) shall apply.

“Essential services” during school closures should be developed in consultation with the exclusive representative and following operative public health directives.


The District and Teamsters agree that providing essential service to the public may result in the need to take significant and time-sensitive actions, and while those essential services may trigger the obligation to bargain, that bargaining should happen as soon as practicable, but not in place of or impeding the provision of the essential services to the public.

- 6) The parties agree that nothing herein limits the District’s authority to exercise its emergency powers as established by law, the applicable collective bargaining contract, board policies, and administrative regulations.
- 7) Should the District close any schools to address COVID-19, the District shall comply with requirements of state executive orders. Teamsters will support efforts to maintain funding pursuant to Education Code §§ 41422 and 46392 in connection with the closure of any District facilities due to COVID-19 pandemic.

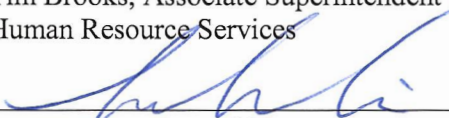
- 8) The District may need to add additional school days to this school year or next year. Should additional work days or other measures be sought by the District, the parties agree to meet and negotiate concerning the implementation.
- 9) The District shall make reasonable efforts to accommodate requests by employees who are parents to deal with a childcare provider or school emergency caused by the COVID-19-related closure consistent with Labor Code § 230.8. Employees caring for a son or daughter whose school or place of care is closed, or child care provider is unavailable, due to COVID-19 precautions shall be given an option to work remotely, when practicable.
- 10) This Memorandum of Understanding shall not be precedent setting nor form any basis for a past practice.
- 11) The parties agree to reopen this MOU to negotiate evolving situations or other conditions not addressed in this MOU related to effects on unit members because of COVID-19.
- 12) This Memorandum of Understanding is effective March 18, 2020, through June 30th, 2020.
- 13) Nothing in this MOU supersedes federal and state law, directives from local and state agencies, and Emergency Resolution 1920-46.

Dated: 4/27/2020

Dated: 4-23-20

By: 

For District
Tim Brooks, Associate Superintendent
Human Resource Services

By: 

For Teamsters Local 952
Sam Carlin, Business Agent
Teamsters Local 952