

*executed version  
MJV 2-11-21*

JK 2/11/21

*EM 2/11/21*

Letter of Understanding- Pandemic  
Local 1021 SEIU and California College of the Arts  
Unranked Faculty CBA Unit

**1. Effective and Expiration Dates**

The Letter will become effective when mutually executed and expires June 30, 2021.

**2. Health & Safety Policy**

Bargaining unit unranked faculty can be assigned to work on campus to the extent that is allowable by applicable state and local regulatory mandates, with additionally following the highest safety standards in place and other best efforts safety standards as set forth in the College's interim health and safety Covid-19 related policies.

For those functions that are allowed to occur on campus, the College will take steps that applicable occupational health and safety rules prescribe to protect against contagious illness transmission. Each person who is assigned to work on campus must be provided with the following health protection measures:

- The College will not assign work duties under circumstances that would violate County and State regulatory mandates.
- Provide email and paper instructions to staff and faculty to remain at least six feet away from others and not to come into physical contact with others. If handling materials with which others are in contact, to wear gloves and wipe down with cleaners before and after, and thoroughly wash and dry hands at nearby sinks.
- Supervisory staff of areas where unranked faculty will be working on campus must see to it that sinks with running water and hand towels are nearby. Academic Affairs staff will inform unranked faculty members where these are, if not obvious. Supervisory staff must provide cleanser or hand sanitizers in the work areas.
- Faculty will be instructed not to come to campus if they are ill, have suspected exposure, are on self-quarantine, have symptoms, or are tested positive for COVID-19.
- Disinfectant products such as ready to use in labeled spray bottles and/or wipes.
- Hand sanitizer with 60% to 90% alcohol.
- A central supply of the materials mentioned above will be maintained and communicated with workers on campus where to find them.
- The College requires that all persons who enter College property during the pandemic emergency comply with County and State regulatory mandates regarding social distancing, wearing of masks, and the like. Bargaining unit faculty members should inform their program chairs if they observe anyone in non-compliance and will not be expected to come within social distance range of such persons.
- Bargaining unit unranked faculty who do not use a personally-owned mask for work at the College shall request their program chair for disposable masks to be provided cost-free by the College for use on campus.

JK 2/11/21 *MJV*  
EM 2/11/21 *2-11-2021*

### 3. Worker's Compensation Policy

HR will report to the College's worker's compensation policy carrier for anyone who reports on-the-job experience of what they worry is COVID-19 exposure within 24 hours of receiving the report from the employee. All unranked faculty who are assigned to work on campus will be informed by email to immediately notify HR and their program chair (by email if possible) if they have such experience. HR will assist the unranked faculty member with application for workers' compensation benefits. The College does not request waiver of workers' compensation benefits for contracting COVID-19 in the course of work for CCA.

### 4. Policy on Medical Leave of Absence from Work Due to COVID-19 Issues

Eligible unranked faculty who are assigned to work (remotely or on campus) who have a serious health condition that makes them unable to perform the functions of the position due to COVID-19 related conditions and/or to travel to the College to perform work on campus, shall, if eligible, apply for FMLA/CFRA leave to HR as per existing leave from work policies. The College amends its health-related leave of absence policies to define serious health conditions to include COVID-19 health impairments, such as testing positive, presumed positive, or other COVID-19 related isolation and quarantine requirements.

### 5. Employee Health Benefits

For those unranked faculty members with continuing health benefits, current levels will be maintained for the durations of the State of Emergency as declared by County, State, or Federal governments.

### 6. Reimbursement for Work at Home Expenses

Reasonable and verifiable additional costs incurred by employees from working from home will be reimbursed at the end of the January 2021 based on the process and policies stated in the College's interim expense policy. In addition, re: the College will provide an interim Pandemic Stipend to all working bargaining unit unranked faculty in the monthly amount of \$25 (\$100) for the Fall semester for those simultaneously teaching three or more courses and one-half that for those teaching less than three courses; however, the parties will continue to negotiate the amount, retroactive and forward. It will be processed as non-tax and coded as re: internet, cell.

This agreement does not limit either party in making proposals to the other for agreements for pay for unique work arising from Covid-19 circumstances.

### 7. Using Paid Sick Leave Account

Unranked faculty who are:

- Assigned to work (remotely or on campus) during State or Local shelter in place orders, and
- Cannot work due to medical inability that renders them unable to perform the functions of the position, or
- Cannot effectively perform their job remotely, and for whom there are no other duties they can be assigned at CCA

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Will be able to use their annual hours (72) bank of paid sick leave (if any remains) in their account following notification of HR in a manner consistent with Local and State and Federal law. Such unranked faculty may, after exhausting current sick leave, borrow against up to three months (18 hours) of the future year's annual 72 hour allotment in order to maintain their base weekly salary integrated with SDI.

#### 8. Local Laws

In the event that the Cities of San Francisco and Oakland adopt different local laws relating to labor standards related to COVID-19, CCA will implement the stronger law for all employees.

When the Governor's order is lifted or revised, the parties will meet again to bargain the effects of compliance with any such change. In addition, the parties will meet again to bargain the effects of the resumption of on-campus work and any related reassignments.

9. Match to all employees' salary reduction for 403 plan was temporarily suspended as of May 31, 2020 paycheck. Parties will confer in early 2021.

#### 10. Dispute Resolution/Arbitration

The two bargaining teams or their respective designees shall first discuss any disagreement or dispute regarding the application of this Letter of Understanding. If they are unable to resolve, either party may within thirty days refer the matter to final and binding arbitration before John Kagel, Esq.

#### 12. Other Remote Work Terms

(a) If for a reason described in paragraph 4 above, a unit faculty member who accepted a course assignment offer is unable to complete that assignment, if the College offers and another bargaining unit faculty member accepts the assignment to complete the course, each unranked faculty member will be credited for successful completion of the course for all purposes under this Agreement (such as seniority, benefit eligibility, multi-semester teaching contracts, promotion) for the course. Pay for the substitute faculty will be pro-rated by the number of instructional weeks.

(b) When the College wishes to assign a unit faculty member to train others on remote teaching methodology, it will issue an special assignment letter stating the hourly rate of \$66 and the total number of hours allowable to be worked. The faculty member shall not exceed those hours and shall prepare and file hours worked reports each payroll period.

For the College  
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Michael J. Vortan

For the Union

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Julie Kirgis  
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