

Memorandum of Understanding
Between the
Coast Community College District and the
Coast Federation of Classified Employees, Local 4794

Families First Coronavirus Response Act

June 25, 2020

The Coast Community College District ("District") and the Coast Federation of Classified Employees ("CFCE"), herein collectively referred to as the "Parties," temporarily amend certain provisions of the District/CFCE Collective Bargaining Agreement (the "Agreement") in an effort to comply with the provisions of the "Families First Coronavirus Response Act" ("FFCRA") signed into law March 18, 2020. Except as otherwise provided in this MOU, the Parties reserve their rights under the law and as set forth in the Agreement.

WHEREAS, on March 18, 2020, the FFCRA was signed into law; and

WHEREAS, on April 1, 2020, the FFCRA became effective; and

WHEREAS, the FFCRA establishes Emergency Paid Sick Leave ("EPSL") and establishes Public Health Emergency Leave ("PHEL") under the Family Medical Leave Act ("FMLA") for employees under certain and specific conditions; and

WHEREAS, the Parties wish to temporarily modify the Agreement so that the District will be in compliance with the FFCRA; and

WHEREAS, the Parties have decided that it is in their mutual interest to negotiate and reach an agreement regarding the implementation of EPSL and PHEL for employees within the District.

NOW, THEREFORE, the Parties agree that the following provisions shall be effective during the period from April 2, 2020 through December 31, 2020:

EPSL

The District shall provide, in addition to the sick leave entitlements set forth in Article 17, "Leaves of Absence", of the Agreement, 80 hours of EPSL to full-time employees who are unable to work on-site or remotely due to a need for leave as specified herein. Part-time employees shall receive a pro-rated amount of EPSL based on their percentage of full-time equivalence.

Employees shall be eligible for EPSL under the following conditions:

- a. The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19.
- b. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
- c. The employee is experiencing COVID-19 symptoms and is seeking a medical diagnosis.

- d. The employee is caring for an individual subject to a federal, state, or local quarantine or isolation order related to COVID-19, or has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
 - e. The employee is caring for the employee's son or daughter whose school or place of care is closed, or because the child care provider is unavailable, due to COVID-19 related reasons;
 - f. The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.
2. Employees shall receive their regular rate of pay while on EPSL, but compensation for EPSL for reasons set forth in items "a" through "c" above shall not exceed \$511 per day and \$5,110 in total. For reasons set forth in items "d" through "f" above EPSL compensation shall not exceed \$200 per day and \$2000 in total.
 3. EPSL must be used in eight-hour increments (or in a prorated amount for part-time employees).
 4. Employees may elect to supplement EPSL benefits with other available paid leaves to receive full pay while on EPSL. The Parties agree that employees who elect to supplement EPSL benefits for this purpose will have eight hours reduced from their EPSL balance for each day that the employee is absent along with the number of hours necessary to achieve full pay from an available paid leave balance, as identified by the employee (part-time employees will have pro-rated amounts of leave deducted from their EPSL and District leave entitlements).

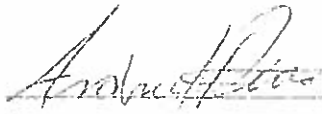
PHEL

1. Once an employee has been employed by the District for at least 30 days they shall be eligible for up to 12-weeks of PHEL, within FMLA regulations, and as set forth herein.
2. Eligible employees must apply for PHEL using the established FMLA application, and will be subject to existing FMLA certification requirements in order to use PHEL. Employees applying for PHEL due to child care needs will be required to furnish a notice or email from the child's school or place of day care regarding its closure.
3. PHEL allows eligible employees to apply for FMLA benefits due to "a qualifying need related to a public health emergency". "A qualifying need related to a public health emergency" is defined as:
 - a. The employee is unable to work on-site or remotely due to a need to care for the employee's son or daughter because the son or daughter's elementary or secondary school or place of care has been closed due to this public health emergency;
 - b. The employee is unable to work on-site or remotely due to a need to care for the employee's son or daughter because their child care provider is unavailable, due to this public health emergency.
4. The first ten days of PHEL is unpaid; however, employees may concurrently apply available paid leave benefits during this unpaid 10-day period, including EPSLA for those eligible, as outlined herein.
5. After the first ten days, employees shall be paid at 2/3 of their regular rate of pay based on the number of hours that the employee is regularly scheduled to work; however, compensation for PHEL may not exceed \$200 per day or \$10,000 total.
6. Employees may elect to supplement PHEL benefits with other available paid leaves to receive full pay while on PHEL. The Parties agree that employees who elect to supplement PHEL benefits for this purpose will have eight hours reduced from their PHEL balance for each day that the employee is absent as well as the number of hours necessary to achieve full pay from an available paid leave balance, as identified by the employee

(part-time employees will have pro-rated amounts of leave deducted from their PHEL and District leave entitlements).

7. PHEL-eligible employees will be permitted to use PHEL on an intermittent basis or consecutively. Employees taking intermittent PHEL will be required to submit a leave schedule to their immediate supervisor.
8. PHEL may not be used in increments of less than one hour.
9. Eligible employees shall be entitled to a maximum of 12 weeks of leave under both FMLA and PHEL during the 2020 calendar year.

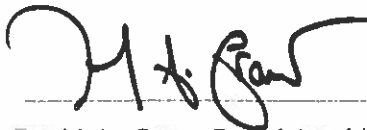
This MOU is non-precedential and shall not be deemed to establish a practice or policy by either Party.

 7/6/2020

Andrew Deaso, CFCE President/Date

 7/6/20

Dr. Marco Baeza, VC of HR/Date

 7/16/20

David A. Grant, Board President/Date

 7/16/20

Dr. John Weispfenning Chancellor/Date

