

## Memorandum of Understanding

between

*SEIU Local 1021*

and the

*Sacramento City Unified School District*

**COVID-19 Employee Leave, ~~January 28, 31, 2022 Wellness Days~~, and Hazard Pay**

**SEIU 2/2/22 Counter-Proposal (2 pm) to District's 2/2/22 1:30 pm Counter**

This Memorandum of Understanding (“MOU”) is entered into between SEIU Local 1021 (“SEIU” or “Union”) and the Sacramento City Unified School District (“District”) (collectively “Parties”) regarding employee leave, ~~the January 28, 31, 2022 wellness days~~ and hazard pay in light of the COVID-19 pandemic and surge of the omicron variant.

WHEREAS, the Parties are committed to working together to support the safety and wellbeing of students and staff during the COVID-19 pandemic;

WHEREAS, the Parties recognize the invaluable and essential work staff perform daily to keep the District running during the pandemic;

THEREFORE, the Parties agree as follows:

**1. Retroactive SB 95 Sick Leave**

a. ~~In recognition of the expiration of the supplemental COVID-19 paid sick leave provisions of Senate Bill 95 (“SB 95”) on September 30, 2021 and the importance of enabling employees potentially infected with COVID-19 to isolate or quarantine in order to care for themselves and protect District employees, students and parents, for unit members quarantined by the District consistent with Cal/OSHA, Sacramento County Public Health, the ten (10) days of paid COVID leave provided by SB 95 shall be extended through December 31, 2021.~~

b. ~~For employees that took unpaid leave or accrued sick leave for reasons identified in SB 95, between September 30, 2021 and December 31, 2021, the~~

~~District shall retroactively pay those employees for those days or restore sick leave banks with a cap of 10 days pursuant to a. above.~~

2. ~~1.~~ **1. COVID-19 Leave for Employees.** Employees shall be provided a 10-day accrual of

~~COVID-19 leave effective January 1, 2021 through June 30, 2022 (not accumulative, thus employees are capped at a 10-day accrual for this category of leave). Employees shall be eligible for the COVID-19 leave established under this MOU if they fit into either of the following categories:~~

~~a. Employees quarantined by the District. For employees quarantined by the District, the District shall determine the quarantine period.~~

~~b. Employees who test positive for COVID-19 and provide the results of a positive COVID-19 test to the District.~~

For the remainder of the 2021-2022 school year and beginning January 1, 2022, any bargaining unit member who is required to quarantine or isolate for a demonstrated COVID related reason (e.g. COVID exposure and/or illness, caring for a COVID positive family member), ~~may access~~ shall have ~~up to~~ ten (10) days of District-provided COVID Supplemental Leave to use during that time period. This leave does not accrue or accumulate and is not available after the end of the current 2021-2022 school year. If the State of California or Federal Government institutes COVID-related leave legislation, that leave will supersede and replace the ten (10) days offered by the District to employees (and will not be subject to the date limitations within this MOU). If the State or Federal Government institutes a form of COVID leave that applies to any period between January 1, 2022 and the end of the school year, the days of District-provided COVID Supplemental Leave District issued COVID leave that an employee has been provided or has used will be deducted from the amount allotted by the federal government or the state. For example, if the state issues ten days of COVID leave and an employee has used two days of District-provided COVID Supplemental Leave District-issued COVID

leave, the two days used by the employee will be deducted from the ten state allocated days and the employee will have a total of eight days of COVID related leave available. If the State or Federal government institutes COVID-related leave during this same period and it is for less than ten (10) days, employees shall still have at least 10 days of COVID-related leave.

Nothing in this MOU shall supersede or conflict with Article 12 (“Leaves”), Section 12.13 (“Quarantine”) in the parties’ Collective Bargaining Agreement which states:

*Any employee absent from work due to quarantine enforced by public health authorities, but who is not personally sick, gets leave with full pay and the absence shall not be charged against accumulated or current sick leave credit. However, if the employee is sick and is under medical quarantine, the days of absence shall be counted against accumulated and current sick leave earnings. If the employee's illness develops after quarantine restrictions have been established, illness absence shall be charged against accumulated or current sick leave credit. A statement from a qualified physician or the public health authorities relative to the quarantine restrictions shall be required.*

## **2. January 28, 31, 2022 Wellness Days**

~~a. To support the health and wellbeing of staff districtwide, January 28, 31, 2022 shall be Wellness Days for Union members scheduled to be on duty for the day. The Parties strongly encourage Union members to utilize the day to receive vaccinations and/or boosters and engage in self directed learning on COVID 19 safety. The District shall distribute a list of locations to all employees where they may receive vaccination/booster shots.~~

## **3. 2. Hazard Pay**

~~a. The District shall provide a one-time payment stipend to all bargaining unit employees who are fully vaccinated by January 31 February 28, 2022 in the amount of \$3,000 \$750 the pay period \$1,250 and will receive the stipend within 60 days of the parties executing this MOU. The District shall execute this agreement within 7 days of the Union’s execution of this agreement. by June 30, 2022 March 31, 2022.~~

The District shall provide a one-time stipend to all bargaining unit employees who are fully vaccinated by February 28, 2022 in the amount of \$500 and will receive the stipend within 60 days of the parties executing this MOU. The District shall execute this agreement within 7 days of the Union's execution of this agreement. ~~by June 30, 2022~~ March 31, 2022. ~~immediately following the execution of this agreement.~~

For purposes of this MOU, "fully vaccinated" means individuals who have received two doses of Moderna or Pfizer or a single dose of J&J.

#### **4. 3. Friday and Monday Work (or Tuesday Following a Holiday that Falls on a Monday)**

The District shall provide a one-time stipend to all fully-vaccinated bargaining unit employees by February 28, 2022 who work every Friday and Monday (or Tuesday following a holiday that falls on a Monday) beginning February 1, 2022 through June 30, 2022 in the amount of \$750 ~~\$1,000~~ **\$1,214** and will receive the stipend ~~within 60 days of the parties executing this MOU. The District shall execute this agreement within 7 days of the Union's execution of this agreement.~~ by June 30, 2022.

The District shall provide a one-time stipend to all fully-vaccinated bargaining unit employees by February 28, 2022 who work between 50% and 99% of all Fridays and Mondays (or Tuesdays following holidays that fall on a Monday) beginning February 1, 2022 through June 30, 2022 (or through the last date the District assigns the employees work this school year) in the amount of \$250 and will receive the stipend ~~within 60 days of the parties executing this MOU. The District shall execute this agreement within 7 days of the Union's execution of this agreement.~~ by June 30, 2022.

For purposes of this MOU, times spent on documented approved leaves and sick leaves will be considered time worked for purposes of the payment of the above one-time stipend.

~~**If the distribution of the abovementioned stipends does not amount to the District's overall projected cost of its 1/28/22 proposal (\$4,293,950), any excess amount shall be evenly distributed among Transportation Services bus drivers, bus attendants, and Nutrition Services bargaining unit employees in Section 3 item 4 (employees who work every Monday**~~

~~and Friday between February 1 and June 30, 2022) such that the District pays to employees at least the cost of its 1/28/22 proposal.~~

~~**4. Bus Drivers and Attendants and Nutrition Services**~~

~~The District shall provide a one-time stipend to all fully vaccinated bargaining unit employees who serve as bus drivers and bus attendants and those who serve in the nutrition services department through June 30, 2022 in the amount of \$750 and will receive the stipend by June 30, 2022.~~

~~**54. All Bargaining Unit Employees, Excluding Bus Drivers and Nutrition Services**~~

~~The District shall provide a one-time stipend to all fully vaccinated bargaining unit employees, excluding those who serve as bus drivers and who serve in the nutrition services in any department, through June 30, 2022 (or through the last date the District assigns the employees work this school year) in the amount of \$500-\$750 and will receive the stipend by June 30, 2022.~~

The stipends referenced in Sections 3-5 2-4 above will be subject to all applicable State and Federal statutory taxes, unemployment insurance, worker's compensation and STRS or PERS.

All components of all existing agreements, including side letters, between SEIU and the District not addressed by the terms of this MOU shall remain in full effect.

This MOU applies to the 2021-2022 school session only and is not intended to establish a precedent or past practice. If the State of California or Federal Government institutes COVID-related leave legislation, this MOU may be extended to the date provided by the State of California or Federal Government and no later upon a mutual agreement by the parties.

SEIU LOCAL 1021

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT

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