

TEAMSTERS LOCAL 572 UNIT S COVID-19 SIDELETTER

The Los Angeles Unified School District ("District") and Teamsters Local 572 ("Teamsters"), for employees in Unit S hereby agree to the terms of this sideletter regarding school closures during the 2020-2021 school year in response to the novel Coronavirus (COVID-19) pandemic.

The parties recognize there is a need to reduce occupancy at school sites to allow for social distancing as recommended by public health officials in order to prevent the spread of illness arising from COVID-19 during the 2020-2021 school year.

Therefore, the District and Teamsters agree as follows:

1. **Special Duties and Assignments:** Under these unprecedented circumstances the Union and the District agree that during the life of this sideletter, Unit S employees may be performing special duties and assignments that are not contained in their current job descriptions and that may be outside of the scope of work in their regular classification as permitted under Education Code 45110, while continuing to receive their regular pay. These special duties and assignments are temporary and shall only be effective until the expiration of this sideletter.

It is understood that any special duties and assignments to be performed by Unit S employees shall be as closely matched as possible to their current job classification. No member shall be asked to perform duties that are related to another classification if there is insufficient reason for those in this job classification not to perform the duty.

- a. All Unit S employees will be available for their regular schedule as previously assigned unless changed through a mutual agreement with their site administrator.
- b. Employees approved to work from home are expected to be available during their normal designated working hours. This includes being available to receive phone calls from the site supervisor, and regularly monitoring their LAUSD email within each work day.
 - i.) During the period when students are not on site for instruction and after approval from their administrator, SAAs and SSEAs will be permitted to work remotely whenever possible after development of a plan to ensure coverage. In the event work needs to be performed on site, SAAs and SSEAs employees will need to report in person at their assigned work location.

- c. Employees with documented chronic health conditions as per COVID-19 public health guidelines may request alternative shifts from their supervisors with minimal interaction with other employees.
 - d. Transportation employees who have been assigned work that can be performed from home shall be allowed to do so. In the event work needs to be performed on site, Transportation employees need to report in person at the assigned location.
2. Professional Development and Technology: The District shall ensure all Unit S employees receive the training necessary to perform any special duties and assignments. Any training or classes offered by the District shall be in a virtual platform to every extent possible. Unit members who do not have personal equipment that can be used for Distance Learning or contacting parents and students shall make a request to their site administrator or supervisor.
 3. Employee Safety and PPE: The District will follow safety guidelines as determined by the Los Angeles County Department of Public Health to prevent the spread of illness arising from COVID-19. The District believes in a best in class approach to ensure the health and safety of its employees and therefore commits to the following:
 - Symptom checks and screening
 - Modified office layouts (where possible)
 - Plexiglass partitions
 - Physically distancing of 6+ feet
 - Requiring and enforcement of face coverings
 - Hand washing signs/instructions at all sites
 - Electrostatic cleaning and training
 - Disinfecting of desks, tables, and chairs at regular intervals
 - Upgrading air filtration systems to MERV 13
 - Disinfecting of high-touch surfaces at regular intervals
 - Modifying of air circulation systems
 - Increasing of custodial staff
 - Posting of required signage

- PPE kits that include face coverings for all staff at all sites
 - Provide appropriate PPE to staff as required by the Los Angeles County Department of Public Health
 - Soap, paper towels, and hand sanitizer readily available in office areas
 - Published health protocols
- a. Teamsters shall be invited and included to participate in any committee that pertains to the safe re-opening of schools, the utilization of staff, and or any training needs for Classified members that impact Unit S employees.
 - b. The District shall provide all Unit S members with clear and concise procedures to follow when there is an exposure at their work site, or if they themselves are exposed. Furthermore, districtwide training and protocols will be provided and enforced for all employees.
 - c. Unsafe Conditions: All employees shall have the right, without retaliation, to refuse to perform work which they reasonably believe to be unsafe or unhealthful, if all of the following conditions are met:
 - i) Where possible, the employee has asked the supervisor to eliminate the danger, and the supervisor failed to do so; and
 - ii) The employee must genuinely believe that a danger exists related to COVID 19; and
 - iii) A reasonable person would agree that there is a real danger or risk of illness;

Employees who refuse work shall remain available for reassignment at their scheduled worksite and during their scheduled work hours and may be directed to complete alternate work or work under modified conditions as directed until conditions are made safe for the completion of the original assignment as determined by the District. The parties encourage all employees to take this step only as a last resort to ensure their health and safety.

4. Compensation and Benefits:

- a. Differential - The District agrees to pay employees whose work cannot be completed remotely and are physically required to report to a work site by an administrator an additional \$3.50/hour for all hours worked at the site during their regular assignment. This differential shall begin on August 17, 2020 and end on December 31, 2020 or when students return on site for a hybrid or regular instruction format, whichever occurs first.

- b. Recognizing the tireless efforts of salaried Teamster members to support students and their families during the COVID-19 pandemic, LAUSD will pay each salaried bargaining unit member employed as of August 18th a one-time \$1,000 stipend. For any member who retired or resigned from June 30th through August 17th, this amount will be pro-rated to \$500.
 - c. There shall be an amnesty in Average Daily Meals Served (ADMS) for all sites until all school sites are fully open for instruction.
 - d. Employees that have been exposed to and/or have tested positive for COVID 19 will be eligible for 100% pay for ten (10) workdays under the Emergency Paid Sick Leave Act (EPSL). Other eligible benefits remain accessible to employees under the Families First Coronavirus Response Act (FFCRA) and/or the Family Medical Leave Act. Employees who have exhausted their FFCRA benefits, and who so request, shall be allowed their benefit time for compensation.
 - e. There shall be no layoffs, furloughs, or reduction in regularly assigned hours of regular employees.
 - f. All Classified Supervisors who are required to work on a day recognized as a holiday shall receive an alternative day off without use of benefit time, if salaried. This is to be retroactive July 1, 2020.
 - g. No vacation requests that have been made in advance will be denied.
5. Future Ready Certification (FRC): All Unit S members who were working on or otherwise unable to attain all required courses in the FRC shall be provided one week from the signing of this document to complete the Future Ready Certification.
6. Retaliation: No Unit S member shall be subjected to retaliation or punitive measures for requesting overtime, alternative work schedules or refusing to work in unsafe conditions.
7. Term of Agreement: This non-precedent setting sideletter shall be valid from the date it is executed until December 31, 2020 or when students return on site for a hybrid or regular instruction format, whichever occurs first. Upon request, by either the District or Teamsters, the parties agree to meet to review progress. Unless otherwise stated, the parties current Collective Bargaining Agreement shall remain in full effect.

If any other LAUSD bargaining unit agrees to a differential higher than \$3.50/hour, such terms shall be offered to Teamsters, and shall be implemented upon agreement by Teamsters.

Recognizing that as the pandemic evolves, policies, procedures and practices will need to be created or modified as it relates to COVID 19, Teamsters and the District both agree to return to the table as soon as necessary to address these needs as it relates to Unit S members.

Date of agreement: 09/03/2020

By: 

By: 