



# BERKELEY COUNCIL OF CLASSIFIED EMPLOYEES

*Local 6192 of the American Federation of Teachers, AFL-CIO*

## **2020-2021 School Year and Distance Learning**

The BCCE and the BUSD reached a Tentative Agreement on issues and working condition's related to the COVID-19 pandemic and the opening of schools during the 2020-21 school year.

BCCE and BUSD met several times during the months of July and August.

### **The BCCE Negotiation team recommends approval of this MOU**

**Negotiations Team:** Rodney Lewis, Frank Hernandez, Margretha Chacona-Johnson, Roderick Carraway, Carlos Cil, Mildred Scherr, Steve Hopkins, Marie Ferguson, Barbara Mellion, Johnny Billups (retired), and Sue Pak.

This MOU addresses:

- safety concerns for our members who have been working on-site
- concerns and issues related to distance learning
- types of leave available to our members

### **1.0 RISK REDUCTION**

The focus is on risk reduction thru physical distancing in accordance with the City of Berkeley, County of Alameda, CDC and Cal/OSHA. The use of face covering and other Essential Protective Equipment (EPE). All provided by BUSD. The District agrees to develop a plan that ensures physical distancing among staff in the work environment to reduce the spread of the virus.

### **2.0 REPORTING UNSAFE CONDITIONS**

Guidelines to reporting unsafe conditions.

### **3.0 OUTSIDE VISITORS AND GROUPS**

The District agrees to develop a plan to minimize access to campus and limit non-essential visitors and volunteers.

### **4.0 TRANSPORTATION**

The District agrees to meet with the union to discuss the specifics for the transportation department prior to implementation of any plan.

### **5.0 CHILD NUTRITION**

The District agrees to develop strategies, in coordination with the union, to limit physical interaction during meal preparation and meal service.

### **6.0 TRAINING**

The District will provide training to staff on proper EPE usage, social distancing protocols, and handwashing procedures within the first workday of the employees return to on-site work.

## **7.0 EMPLOYEE SCREENING**

The District agrees to engage in "Self-Attestation" of staff prior to starting their shift.

## **8.0 TESTING AND TRACING**

The District shall provide documented plans for testing and contact tracing when any on-site person(s) have tested positive for COVID-19.

## **9.0 LEAVE**

No loss of pay during COVID-19 related closures or restriction. In the event any District facility must be closed, or any District operations are curtailed due to the coronavirus epidemic, BCCE members will not suffer any loss of pay or benefits relative to their regular schedules during the closure or restriction. Thus, for example the District will continue to pay BCCE members even if they are unable to work due to coronavirus-related reduction in use of District facilities. If there is a District closure, members will be expected to perform duties remotely. Members will not be required to use paid sick leave or any other form of paid time off during such an eventuality, unless the member is ill or chooses to not work remotely at which time they will need to use available leave.

To support members with child care responsibilities, BUSD will make every effort to provide child care on each BUSD campus for the members with children between TK and 5<sup>th</sup> grade, including consultation with Public Health and Community Licensing, and will consult with BCCE on implementation. Members who elect to use District-sponsored child care will comply with all terms and conditions created by the district.

## **10.0 ACCOMMODATION**

The District explicitly acknowledges that the interactive process shall be required to make work safe for members with health conditions that heighten the risk of severe outcomes with COVID-19.

## **11.0 RETURN OF PERSONNEL**

In the event of a COVID related closure, the District agrees to give 24-hour notice of their return date prior to requesting any member report back to their site unless it is an emergency.

## **12.0 DUTIES**

The District and BCCE acknowledge that all classified positions have set duties. However, due to the current unforeseen and unprecedented nature of the current conditions, BCCE and the District recognize that some BCCE positions may be asked to perform duties not currently contained within their current job description. However, the provisions of Article 8.4 of the Collective Bargaining Agreement, Employees Working Out of Classification, will apply.

If new work duties are requested, the district shall strive to ensure that these new duties still fall within the members job classification.

If the requested duties are outside of their classification, members should be compensated based on the salary schedule of that classification, at the appropriate range and steps, at a minimum of a 5% increase in salary. **(Article 8.4)**

**12.2** Members may provide feedback to their supervisor regarding workload concerns at any time. Members and Supervisors shall work collaboratively to resolve workload concerns. If the concerns are not resolved, the member, with BCCE representation, may appeal to the Director of Human Resources.

**12.3** Technology and Supplies Stipend: BUSD will provide all members working remotely a \$200.00 stipend to cover the cost of expenses related to the provision of distance learning from home. This stipend covers instructional positions and office staff. This stipend will resolve any needed technology supplies and materials. No additional reimbursements will be provided. Staff is encouraged to borrow equipment from their classrooms/offices as practicable. These purchases do not require the pre-approval of an administrator.

### **13.0 GRIEVANCE**

Any alleged violation, misinterpretation, or misapplication of the terms of this MOU shall be subject to the Grievance provisions of Article 16 of the BCCE Collective Bargaining Agreement.

### **14.0 DURATION**

This MOU expires June 30, 2021 unless extended by mutual written agreement by BCCE and BUSD. This agreement is non-precedent setting.

### **15.0 DISTANCE LEARNING MODEL**

**15.1** During a distance learning model where members are required to shelter in place at home, members shall be issued a Chromebook, printer, and headsets and microphones upon request. This shall apply to BCCE members who directly support student learning and/or the office and have been approved by an administrator.

**15.5** All IAPP members will participate in a maximum of four hours (4) per school day or twenty hours (20) per school week of direct student interaction online through tools such as Zoom and Google Meet. This does not include any professional development opportunities or meetings such as staff/classroom/team/IEP. Any member holding more than one IAPP position will split the four hours in the same ratio as their total number of hours per position per workday:

#### **For Example:**

A member who holds a .80 FTE SpEd IA position **and** a .20 FTE Inst. Tech. position will spend a combined time on Zoom or Google meet daily as follows:

- 3 hours and 15 minutes (maximum) in the SpEd IA position
- 45 minutes in the Inst. Tech. position