

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 extend the terms and agreements in the September 3, 2020 sideletter as listed in the addendum until such time as the District fully resumes a Hybrid/In-Person Instruction.

At that time:

There will be a Return to Hybrid/In-Person Instruction - Second Semester of the 2020-2021 School Year

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 a need to create a hybrid mode of learning to help prevent the spread of COVID-19.

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 by their site administrator 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 workday.
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 the extent possible.

3. Evaluation During the COVID-19 Pandemic: For the fiscal year 2020-2021 school year, permanent employees may request an exemption from the evaluation process. This request must be made in writing by January 31, 2021 to their supervisor/site administrator.
4. 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.

5. Compensation and Benefits:

- a. There shall be no layoffs, furloughs, or reduction in regularly assigned hours of regular employees.
- b. If salaried, 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
- c. No vacation requests that have been made in advance will be denied.
- d. The District and the Union agree to meet to discuss the vacation cap in March but no later than April 15, 2021.

6. There shall be an amnesty in Average Daily Meals Served (ADMS) for all sites until June 30, 2021.

7. In recognition of the extraordinary efforts of salaried Unit S members in supporting the planning and implementation of the hybrid model for students, the parties agree to provide a \$1,000 stipend for the preparation of school sites for the hybrid model including but not limited to: ensuring the COVID-19 testing of staff or students, making modifications to the physical site to ensure social distancing standards, facilitating professional development for staff, students and the school community on school safety standards.
8. 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.
9. Term of Agreement: This non-precedent setting sideletter shall go into effect upon the start of hybrid/in-person instruction and will expire on June 30, 2021. 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 compensation or benefit over and above what Teamsters has negotiated, 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: 11/20/2020

By: Anthony R. Williams

FOR LAUSD

By: PCM [Signature]

FOR TEAMSTERS, LOCAL 572

ADDENDUM REGARDING INTERIM PERIOD
AFTER DECEMBER 31, 2020 AND PRIOR TO HYBRID/IN-PERSON INSTRUCTION

With the exception of Section 4(d), all terms and conditions of the sideletter signed between the District and Teamsters, Local 572 for employees in Unit S on September 3, 2020 will remain in effect from the period of January 1, 2020 through the day immediately before hybrid/in-person instruction begins at school sites.

Regardless, this addendum will expire no later than June 30, 2021.

Date: 11/20/2020

Anthony R. DiStasio
For the District

RE Middleton
For Teamsters, Local 572