Memorandum of Understanding Between Teamsters Union, Local 150 and the Sugramento City Unified School District

This Memorandum of Understanding ("MOU") is entered into between Teamsters Union, Local 150 ("Teamsters" or "Union") and the Sacramento City Unified School District ("District") (collectively "Parties") regarding recognition of duties completed in light of the COVID-19 pandemic, the surge of the omicron variant, and unprecedented shifting shortages across campuses.

WHEREAS, the Parties recognize that Teamsters members have provided invaluable and essential work since March 2020 and addressing the statutory obligations of district initiatives and state mandates.

WHEREAS, Teamsters members have fulfilled all necessary roles and responsibilities, as described above, without additional compensation.

THEREFORE, the Parties agree as follows:

1. COVID-19 Leave for Employee.

This Memorandum of Understanding ("MOU") is entered into between Teamsters and the Sacramento City Unified School District ("District") (collectively "Parties") regarding employee leave and 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 wellheing of students and staff during the COVID-19 pandemic;

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

THEREFORE, the Parties agree as follow:

From January 1, 2022 through the expiration of SB 114 (California's New Supplemental Paid Sick Leave Law), the District will provide a total of up to 80 hours of COVID-19 supplemental paid sick leave subject to the exceptions and requirements under SB 114.

Nothing in this MOU shall supersede or conflict with Article 7 - Leaves of Absence in the parties' Collective Bargaining Agreement and specifically, Section 12.2.10 ("Quarantine") 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 obsence shall be counted against accumulated and current sick leave earnings. If the employee's itlness 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 quammine restrictions shall be required.

For purposes of this MOU, time spent on documented, paid, and approved leaves and documented, paid, and approved sick leaves will be considered time worked.

2. One-time Stipend for Hazard Pay:

The District shall provide a one-time stipend to all bargaining unit employees who are fully vaccinated February 28, 2022, in the amount of \$1,250 and will receive the stipend within 90 days of the parties executing this MOU. The District shall execute this agreement within 7 days of the Union's 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 by February 28, 2022.

Members will be eligible for the stipend in Section 2 if they are part of the bargaining unit as of the date the parties execute this MOU

3. One-time Stipend for 90%-100% Attendance:

The District shall provide a one-time stipend to all fully vaccinated bargaining unit employees who work between 90%-160% of all workdays beginning February 1, 2022 through June 30, 2022 in the amount of \$1,200 and they will receive the stipend by August 31, 2022.

Members will be eligible for the stipend in Section 3 if they are part of the bargaining unit as of June 30, 2022.

The stipends referenced in this MOU will be subject to all applicable State and Federal statutory taxes, unemployment insurance, worker's compensation and STRS or PERS. Members on an unpaid leave of absence will not be eligible for the stipends

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

This MOU applies to the 2021-2022 school year only and is not intended to establish a precedent or past practice. If the State of California or Federal Government institutes COVID-19-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.

Alan Daurie.

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Jorge Aguilar

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