

Memorandum of Understanding Between AFSCME Local 444, AFSCME Local 2019, IFPTE Local 21,  
IUOE Local 39 and East Bay Municipal Utility District

**Subject: Impacts of COVID-19 Pandemic**

In order to provide essential services to the public, promote the public health and the stability of employees, and to reduce the exposure of COVID-19 on bargaining unit members and negative financial impacts on employees, AFSCME Local 444, AFSCME Local 2019, IFPTE Local 21 and East Bay Municipal Utility District (EBMUD) agree to the following:

- 1) EBMUD shall provide the highest standard of protection that follow the precautionary principle under the CalOSHA Aerosol Transmittal Disease (ATD) control standards of protection including personal protective equipment (PPE) for workers providing care and/or screening to possible and confirmed COVID-19 cases.
- 2) EBMUD shall cease non-essential work where the above (1) cannot be provided.
- 3) When any bargaining unit member is directed to be absent from their worksite by order of any Federal, State or Local agency, including EBMUD, the employee shall receive full pay and benefits for so long as the Federal, State or Local agency requires the absence. No employee will be charged sick leave, vacation, or docked pay if their work location is closed for health and safety reasons or the employee is required to self-quarantine by order of any Federal, State or Local agency, including EBMUD or is under direction to self-quarantine by their healthcare provider or physician.
- 4) If any bargaining unit member is confirmed to be exposed to COVID-19 due to lack of proper protocols and/or PPE, then the worker must be put on quarantine and be placed on Paid Administrative Leave by the District for 14 days. If the employee is unable to come to work as a result of a required quarantine due to a possible or confirmed exposure to COVID-19, the employee shall receive full pay and benefits and will not be charged sick leave, vacation, or docked pay.
- 5) If any bargaining unit member is unable to come to work due to their own or a family member's COVID-19 illness, the bargaining unit member can use sick leave. EBMUD will grant sick leave for the duration of the absence illness and recovery period without loss of employee leave accruals.
- 6) EBMUD will make every effort to grant as many employees as operationally feasible the ability to work from home. If employees are designated to work from home, it will be considered paid work status.
- 7) Any bargaining unit member in a high-risk group, or who lives with someone in a high-risk group, or who is unable to come to work due to a COVID-19 daycare or school closure can use 2/3 FMLA+, paid by the District, and 1/3 sick leave or other accrued PTO to be absent from work without loss of pay. If the employee does not have sufficient sick leave accruals, EBMUD

will grant additional sick leave at the request of the employee for the duration of the absence. EBMUD will assist employees in recovery of any spent leave accruals through any State or Federal means as it becomes available.

- 8) EBMUD shall develop a list of critical staff and classifications without further delay. The District shall meet with each bargaining unit upon request, to engage in a good faith effort to address how best to support critical staff who must physically report to work due the nature of their jobs and to mitigate burn out/low morale concerns.
- 9) If an employee can reasonably ascertain that contraction of COVID-19 occurred through exposure while on the job, EBMUD shall consider the illness a Job Injury, assist the employee in applying for workers compensation and provide the highest standard of care, without delay.

This agreement shall be applied retroactively to cover the period of the six-county Public Health Order, i.e., March 17, 2020. If the need for this MOU as it is related to COVID-19 extends beyond June 30, 2020, IFPTE Local 21, AFSCME Local 444, AFSCME Local 2019 and EBMUD will renegotiate this agreement. This is a one-time non-precedent setting agreement.

For AFSCME Local 444

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(name)

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(date)

For AFSCME Local 2019

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(name)

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(date)

For IFPTE Local 21

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(name)

\_\_\_\_\_  
(date)

For IUOE Local 39

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(name)

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(date)