

ARTICLE XXVII

DISRUPTION OF DISTRICT OPERATIONS

27.1 Purpose and Intent

The parties acknowledge that recent events have resulted in emergency closures and disruptions of District Operations. During such periods, the Parties recognize the need to provide a safe learning and working environment.

27.2 Scope

The closures and/or disruptions anticipated herein, include war, terrorism or threats of terrorism, civil disorder, natural disasters (i.e. fire/smoke, flood), disease or medical epidemics or outbreaks, pandemics or other emergencies.

27.3 The actions authorized herein acknowledge the evolving nature of federal, state, and local orders impacting district operations that arise as a result of emergency closures and disruptions. The District will work closely with the appropriate governmental agencies who may provide guidelines for things like appropriate safety protocols and other legislation that may be enacted.

27.4 In the event of the closure of any district facility or curtailment of operations in response to an emergency, unit members shall not suffer a loss of pay during the period of such evacuation but shall remain available for immediate return to work after clearance for return to the work station for the remainder of work shifts.

27.5 Continued Salary and Benefits

In the event any District facility must be closed, or any District operations are curtailed due to government order or in response to an emergency as ordered by the Superintendent, bargaining unit employees will not suffer any loss of pay or benefits

relative to their regular schedules for the period of closure or curtailment, in alignment with Section 27.6 below regarding alternative duties. This section does not prohibit the district from conducting a reduction in force in accordance with appropriate California laws and timelines.

27.6 Alternative Duties

A bargaining unit member will continue to receive pay and benefits provided the bargaining unit member is ready, able, and willing to perform their duties or alternative duties. In the event it is not possible for a bargaining unit member to continue to perform their regular job duties due to full or modified closure or curtailment, the District may temporarily reassign a classified employee or assign alternative duties not contained within their current job description. In this instance, the District will endeavor to assign alternative duties that are within the bargaining unit member's capability for the bargaining unit member to perform. A bargaining unit member performing alternative duties will be compensated at their regular rate of pay (or in alignment with Article 19.3 out of classification, as relevant). A bargaining unit member who does not wish to perform alternate work may opt for and use available leave.

27.7 Work Hours

The parties agree that the district may change an employee's work hours based on the needs of the District. Should changes in work hours exceed 30 minutes, the District shall consult with CSEA and first seek volunteers whenever possible and give the affected employee at least 48 hours notice, if not more advance notice whenever possible, and make every reasonable attempt to obtain employee confirmation. At the conclusion of the emergency, the District shall return the bargaining unit member to their regular schedule.

27.8 Assignment of Work Location

The District shall have the flexibility to temporarily assign bargaining unit members to report to alternate work locations if deemed necessary due to operational needs. In such cases, the District shall inform CSEA in writing, and the supervisor will, to the extent possible, inform the employee 48 hours prior to the day the employee is to report to the changed location and make every reasonable attempt to obtain employee confirmation. Such change in work location will not be considered a “transfer” as defined in the Collective Bargaining Agreement. Changes in work location will be temporary, based on operational need, and shall not be arbitrary or capricious.

27.9 Communications

During any period of closure or curtailment because of emergency, bargaining unit members shall check their District email and/or other manner of communication established with their supervisor on a daily basis for the most current situational updates. The District shall also use its communication systems to communicate with CSEA employees, and the District shall monitor the systems regularly.

27.10 Essential Workers

In the event that the District facilities are required to close on orders of local, state and/or federal agency, the District shall identify essential operations and corresponding classifications required to report for work. It is understood that the designation of essential services may change based on changing circumstances. The District will inform CSEA of changes in the designation of essential services and the affected employees.

27.11 Duty to Negotiate

The parties recognize that a governmental response to any emergency will be constantly evolving. The parties will comply with state or federal legislation or orders as deemed

appropriate for the district. The parties recognize that the terms and conditions of employment of bargaining unit members may be impacted and agree to bargain any impacts within the scope of negotiations, not addressed in this Article, over the effects of such emergency orders.