SIDELETTER BETWEEN THE SAN DIEGO COMMUNITY COLLEGE DISTRICT AND AFT GUILD, LOCAL 1931 FACULTY AFT GUILD, LOCAL 1931 CLASSIFIED PROFESSIONALS AFT GUILD, LOCAL 1931 NON-ACADEMIC, NON-CLASSIFIED EMPLOYEES

The parties agree to make the following temporary modification to the applicable collective bargaining agreements, effective October 1, 2021 through June 30, 2022, after which this temporary modification shall sunset and the status quo language will resume in full force and effect.

On September 30, 2021, the COVID-19 related supplemental sick leave benefits provided by Senate Bill 95 expired. In the interest of ensuring all employees have access to paid leave for reasons related to COVID-19 and to protect the health and safety of employees, students, and all individuals present at District facilities, during the term of this agreement, the District shall extend the supplemental paid leave provisions of Senate Bill 95 until June 30, 2022.

As provided in the bill, employees are eligible for up to eighty (80) hours of supplemental paid sick leave, or the proportion of 80 hours equal to the employee's proportion of a 1.0 FTE assignment, as follows:

- 1. The employee is unable to work or telework while subject to quarantine or isolation related to COVID-19 as defined by an order or guidelines of the California Department of Public Health, the federal Centers for Disease Control and Prevention, or a local health officer who has jurisdiction over the workplace.
- 2. A health care provider has advised the employee to self-quarantine for reasons related to COVID-19.
- 3. The employee is attending an appointment to receive a vaccine for protection against COVID-19.
- 4. The employee is experiencing symptoms related to a COVID-19 vaccine that prevent the employee from being able to work or telework.
- 5. The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
- 6. The employee is caring for a family member, as defined in subdivision (c) of Labor Code Section 245.5, who is subject to an order or guidelines described in subparagraph (A) or who has been advised to self-quarantine, as described in subparagraph (B).
- 7. The employee is caring for a child, as defined in subdivision (c) of Labor Code Section 245.5, whose school or place of care is unavailable for reasons related to COVID-19.

The maximum leave benefit provided by this agreement shall be cumulative of any COVID supplemental leave benefits used between January 1, 2021 and September 30, 2021. The agreement does not create an additional leave entitlement beyond the maximum leave benefit under Senate Bill 95. This leave benefit shall not be available for use for any other purpose, shall not be available for use after June 30, 2022, and shall not be reimbursable. In the event an employee has used other accrued leaves for eligible reasons between October 1, 2021, and the signing of the sideletter, the accrued leave will be restored and replaced by the supplemental leave provided under this sideletter.

Gregory Smith, Vice Chancellor Human Resources

Jim Mahler, President AFT Guild, Local 1931

Data: 10/8/2021

Date: 10/8/2021