This memorandum of understanding (the MOU) is agreed between Ohlone Community College District (“District”) and the Service Employees International Union Local 1021 (“SEIU”) concerning the impacts and effects of resumed College operations under the latest surge in COVID-19 cases generated by the Delta Variant.

The District and SEIU recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its faculty and staff.

The District and SEIU agree to temporarily offer a flexible schedule as an option for essential employees. Employees can continue to work their 5/8 schedule.

The District and SEIU agree that temporarily offering a 4/10 schedule for the Fall 2021 Semester will help reduce density and the number of people on campus while still serving students five (5) days a week.

For essential employees who work a10 hours, 4 days per week, the District and SEIU agree to the following:

**4/10 Schedule Provides Services for Students Five Days A Week**

The 4/10 schedule allows employees to work 10 hours, 4 days per week on campus. The days of when work should be conducted on campus and when employees take 1-day off will depend on district’s staffing needs and will be different for each employee and each department as the District will be providing services five (5) days a week.

**Employees Will Not Need to Use Vacation When Holiday Falls on One of Their 4/10 Schedule**

The District and SEIU agree that essential employees who regularly work on campus, and whose schedule have been altered to work 10 hours, 4 days per week will not need to use vacation when a holiday falls on one of their 4/10 workdays. For example: Labor Day falls on a Monday and the employee is normally scheduled to work on Mondays; the employee will receive 10 hours holiday pay (instead of the allotted 8 hours) and will not have to use 2 hours of accrued leave to cover the remaining work hours. If the employee is not normally scheduled to work on Mondays, the employee will earn 8 hours of holiday time to use in-lieu. In-lieu time must be used in the same fiscal year of the holiday, not to be carried over or cashed out. In-lieu time is counted as 8 hours and shall not be eligible for the additional COVID holiday pay.
**Time Record (Absence Reports)**
When a holiday falls within an employee’s 4/10 workweek, the employee will enter 8 hours of holiday pay in the regular column and 2 hours as “other”, so that the district can keep track of the excess holiday pay. Under “explanation” the employee will note “COVID 2 hours Holiday”

**Duration of Agreement**

This MOU is a temporary agreement to address the extraordinary circumstances created by COVID-19 Delta Variant. It does not create any precedents nor establish the status quo for future bargaining purposes. This MOU shall be implemented September 13th, 2021 and remain in effect until the end of the Fall 2021 Semester.

Date: ________________                              Date: ________________

For **Ohlone Community College District** For **Service Employees International Union (SEIU)**

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