

# **JOINT COMMUNICATION**



**Service Employees International Union, Local 221  
and  
San Diego Housing Commission**



To SDHC Employees Represented by SEIU Local 221:

April 10, 2020

In March of this year, SDHC and SEIU Local 221 proactively initiated bargaining over the effects of COVID-19 on represented employees. The parties recognized from the start of this process that the current emergency poses great danger to the health and safety of SDHC staff and their families, as well as our clients and communities. We entered this process with mutual commitments of good faith and a shared desire to support those who do the work.

We are pleased to announce that SDHC and SEIU Local 221 have successfully reached a Side Letter Agreement addressing health and safety standards, compensation, and working conditions for employees during this challenging period. This is a binding addendum to the contract already in effect between the parties. Working together, we have come to a fair and equitable package to provide support to those who are continuing to do SDHC's important work for our communities.

Best Regards,

Shane Brinton  
Chief of Staff, SEIU Local 221

Jeff Davis  
Executive Vice President and Chief of Staff, SDHC

Maime McCall  
Steward, SEIU Local 221

Michael McKenna  
Vice President of Human Resources, SDHC

Matthew Casas  
Steward, SEIU Local 221

Naima Haji Dhagah  
Steward, SEIU Local 221

Aime Serna  
Team Member, SEIU Local 221

Charles Leon  
Organizer, SEIU Local 221

**SIDE LETTER OF AGREEMENT BETWEEN  
SAN DIEGO HOUSING COMMISSION AND SEIU LOCAL 221  
APRIL 10, 2020**

---

**Impacts of COVID-19 Pandemic**

In the interests of promoting public health and safety, preventing the spread of COVID-19 in workplaces, mitigating financial hardships on employees, and ensuring the sustainability of critical public services for the communities we serve, SEIU Local 221 known in this agreement as “the Union” and the San Diego Housing Commission (SDHC) known in this agreement as “the Employer” enter into this Side Letter and hereby agree to the following conditions:

**1. Workplace Health and Safety Standards**

- A) Any employee required to report to an Employer facility or worksite between the effective date of this Side Letter and its expiration shall be provided with informational materials on how to prevent being infected with and spreading COVID-19, including but not limited to information on hand washing and workplace cleanliness, social distancing, COVID-19 exposure and symptoms, reporting requirements, and how to access COVID-19 testing.
- B) The Employer has a responsibility to provide a safe and healthy working environment. The Employer’s Smart Corner office shall be cleaned throughout the day by professional cleaning staff in a manner that complies with current County public health guidance. The Employer’s other offices will incur increased frequency of cleaning and the Employer will have cleaning supplies on-hand for employee use. Equipment and materials used by multiple employees must be cleaned after each use unless it is practical to dispose of and replace said equipment and materials after each use.
- C) The Employer will require social distancing of six (6) feet of space between people, including but not limited to employees and clients, in all Employer facilities and work environments. The Employer will take steps to facilitate this, including posting reminders about social distancing and temporarily relocating work spaces as necessary.
- D) Any employee required to report to an Employer facility or work environment between the effective date of this Side Letter and its expiration shall receive direction and training necessary to carry out their job while protecting themselves from COVID-19 risk factors. In the event that the Employer intends to modify an employee’s assignment to meet other needs during this period, such

modification will not expand the employee's responsibilities beyond the scope of their job description.

- E) The Employees with job assignments in the field that present higher risk of potential exposure, and are specifically assigned duties with increased risk, shall receive a 20% pay differential for the term of this Side Letter. All employees who are deemed "essential" by the Employer and are required to report to an Employer facility shall receive a 10% pay differential for the term of this Side Letter. In the event an Employee is eligible for both pay differentials, the higher amount shall apply. Pay differentials shall be applied effective the pay period starting March 16, 2020 and eligible employees shall receive pay differentials retroactively to that date. Pay differentials shall continue until the expiration of this Side Letter Agreement.

Examples of employees in classifications who are assigned to tasks that present a higher level of potential exposure and therefore eligible for a 20% pay differential:

- Maintenance technicians who enter occupied units
- Housing Inspectors who enter occupied units
- Program Analysts assigned work at shelters
- Housing Specialists (HHIT) working in close proximity to homeless clients

- F) If the Employer has knowledge that an employee may have been exposed to COVID-19, the employee's direct supervisor or other Employer representative shall notify the employee as soon as possible, but no later than twenty-four (24) hours from the time the Employer gained knowledge of the possible exposure.

## **2. Personal Protective Equipment (PPE)**

- A) The Employer shall take all reasonable steps necessary to provide all employees with Personal Protective Equipment (PPE) consistent with standards and guidelines promulgated by the California Department of Public Health, the California Occupational Health and Safety Administration, the U.S. Centers for Disease Control, the U.S. Occupational Health and Safety Administration, and the World Health Organization.
- B) Subject to the Employer's ability to procure such items, all represented employees who are expected to be present at an Employer facility or worksite at any time during the effective period of this Side Letter, shall be issued an individual bottle of hand sanitizer or a package of sanitizing wipes, which shall be replenished by the Employer on an as-needed basis at the request of the employee. Individual boxes of protective gloves and facemasks/surgical masks shall be made available to employees upon request. In the event the Employer is

unable to procure and provide any of these items, employees who are able to obtain such materials for their work-related assignment at a reasonable cost will be reimbursed by the Employer.

- C) The Employer shall use its best efforts to furnish and maintain hand sanitizer, sanitizing wipes, protective gloves, and facemasks/surgical masks near common areas in all Employer facilities and worksites such that all employees have immediate access to them.
- D) All sink areas in Employer facilities and worksites, including restrooms, breakrooms, and kitchens, shall be fully stocked with hand soap, paper towels, and other materials/equipment necessary for maintaining hygienic work practices.
- E) All necessary PPE, including but not limited to N95 respirators and hazmat suits/equipment, shall be provided to staff who enter the homes of clients and all staff who are expected to interact in-person within six (6) feet of clients. The parties understand that there are significant challenges in obtaining N95 respirators at this time and agree to meet promptly to discuss contingency measures if the Employer determines that it will not have adequate supply.

### **3. Remote Work/Telecommuting**

- A) The Employer will make every effort to grant as many employees as operationally feasible the ability to work remotely from home or another telecommute location.
- B) In those cases where most, but not all, of an employee's work can be performed remotely, the Employer shall modify the employee's work assignment to accommodate an employee's request to work remotely entirely or partially, unless there is a reasonable expectation that doing so will materially harm efforts to appropriately respond to the COVID-19 pandemic. Employees whose request to work remotely is either entirely or partially denied shall receive a written response detailing the Employer's specific reasons for denying the employee's request.
- C) The Employer will make reasonable efforts to provide employees who are designated to work remotely the necessary equipment, materials, services, directions, and training to carry out their assigned duties at no cost to themselves. Remote work will be considered paid work status and employees designated to work remotely shall continue to accrue leaves and service credit at their normal rates.
- D) Notwithstanding the fact that remote workers will save significant costs on transportation, parking and other costs, the Employer will provide remote

workers who are actively working from home a monthly stipend. The stipend is provided to assist remote workers with business-related expenses, including, but not limited to, internet provider fees, usage and maintenance of personal equipment and cell phone expenses. Any amounts exceeding the stipend provided by the Commission for increased telephone or Internet costs incurred as a direct result of Commission business can be submitted to the Commission for consideration and possible reimbursement.

- Remote workers that have been issued any Commission IT equipment will receive a stipend of \$80 per month.
  - Remote workers that have not been provided any Commission IT equipment will receive a monthly stipend of \$100 per month.
- E) The Employer agrees to use reasonable efforts to provide videoconferencing and teleconferencing equipment and options to employees, including employees who are required to continue reporting to work.
- F) The Employer shall ensure employees have the resources and abilities to maintain confidentiality as required by the Employer while working remotely.
- G) If an employee reports to a supervisor or other management-level staff that they are experiencing personal equipment failure, temporary internet provider failure, or other technical issues outside of the employee's control, the following shall apply:
- The employee will promptly communicate with the Employer's IT Department about all remote work issues and endeavor to follow all Employer IT instructions related to resolving any equipment and internet access issue. The employee will endeavor to immediately take all reasonable steps to resolve all issues, including, but not limited to, contacting the employee's internet service provider to remedy the issue(s) and informing the Employer's IT Department of the access issue and any changes thereto.
  - The employee will not suffer negative performance reviews due to the period(s) unable to perform normal job duties as a direct result of remote work hardware or internet access provider failure provided the employee has complied with the requirements of this section.
  - The employee will not be required to use annual leave for the period(s) they are unable to perform job duties as a direct result of remote work hardware or internet access provider failure provided the employee has complied with the requirements of this section.
  - In the event the employee encounters an issue that cannot be timely resolved, the Employer may require temporary remedies including, but not limited to, assignment of any IT equipment the Employer may have

available or assigning work that can be completed notwithstanding the technical issue.

- The employee may be offered overtime as deemed appropriate to complete normal job duties.

#### **4. Absence for Health, Safety or Family Care**

- A) The Employer acknowledges expanded employee rights under the Families First Coronavirus Response Act (FFCRA) and CARES Act. Qualifying employees under the Act(s) are entitled to paid sick leave of up to 80 hours, paid at the employee's regular rate of pay, up to \$511 daily or 2/3 regular rate of pay, up to \$200 daily, depending on qualifying reasons for leave. The Act further provides, among other things, extended family and medical leave of up to 12 weeks for child care reasons. The Employer recognizes these provisions of the Act, has implemented in accordance with the Act's regulations and notified employees of their rights.
- B) The Employer shall not require employees to provide verification from a medical professional of illness, high-risk status, or COVID-19 exposure for the purpose of taking time off. Nothing in this paragraph prohibits the Employer from requiring employees to report possible or confirmed COVID-19 exposures.
- C) If an employee asserts he/she contracted COVID-19 on the job, the Employer shall assist the employee in applying for workers compensation.
- D) If the employee's need for time off continues after paid leave has been exhausted, the employee may use accrued PTO. If an employee does not have sufficient PTO to meet this need, the Employer will allow the employee to use future (not yet earned) PTO for the duration of the absence. The Union acknowledges that the FFCRA and/ or CARES Act may have provisions that limit certain PTO use.
- E) Any employee who has a sick leave deficit will repay the deficit at 50% accrual rate per pay period with the other 50% accrued to be for the employee. This provision shall continue in full force and effect following the expiration of this Side Letter until no employee has a negative leave balance.

#### **5. Union Rights**

- A) The Employer shall make reasonable attempts to notify the Union of the following information at least once a week, and whenever requested by the Union, for the duration of this Side Letter:
- Numbers of employees who have been referred for COVID-19 testing or who have been exposed to coronavirus (either tested positive or

confirmed to have been in contact with a person who has tested positive), if any: department, work location(s), and leave start date.

- Any anticipated closures or cancellation of events/services.

B) Employees hired while this side letter is in effect shall be oriented as follows:

The Employer will hold an online New Employee Orientation (NEO) which, for union represented positions, includes a presentation by the Union. Union employees hired during this period will be required to individually attend an in-person meeting with a union representative at a later date to be agreed upon by the parties.

C) The Union shall have the right to access and use the Employer's facilities and audio-visual equipment to conduct sessions and separate meetings due to the impacts of COVID-19 in Employer facilities, work environments, and greater community. Access to Employer's facility is subject to mutually agreed upon location, date and time.

D) The Employer shall not prohibit Union communications with represented employees concerning COVID-19.

E) The Union retains the right to bargain over COVID-19 and its effects beyond the scope of this Side Letter including, but not limited to, new and updated guidelines and standards from Local, State, and Federal authorities.

**6. Term**

A) This Side Letter is effective upon the date it is fully executed by both parties and expires on July 1, 2020, or upon the cancellation of California Governor Gavin Newsom's Stay at Home Order (Executive Order N-33-20), whichever comes first.

B) If either of the parties believe that a need for this Side Letter as it is related to COVID-19 extends beyond its expiration, the Union and the Employer agree to meet and discuss whether a need exists to extend or renegotiate the terms of this Side Letter.

**FOR SEIU LOCAL 221:**



Shane Brinton  
Chief of Staff, SEIU Local 221

4/10/2020

Date

**FOR SDHC:**



Michael McKenna  
Vice President of Human Resources, SDHC

4/10/2020

Date