

MEMORANDUM OF UNDERSTANDING
Between
MERCED COMMUNITY COLLEGE DISTRICT
And
Merced College Faculty Association, Chapter 770 CTA/NEA

COVID-19 Leave Extension for Spring 2021

This memorandum is agreed between Merced Community College District (“District”) and the Merced College Faculty Association (“Association”) concerning the District’s voluntary extension of COVID-19 leave previously provided under The Families First Coronavirus Response Act.

WHEREAS, COVID-19 leave provided under The Families First Coronavirus Response Act (“FFCRA”) expired on December 31, 2020; and

WHEREAS, the Department of Labor’s FAQs published upon the expiration of FFCRA’s COVID-19 leave allow for the employer to choose whether or not to extend the protections previously provided by the FFCRA; and

WHEREAS, The District recognizes that employees are more likely to report COVID-19 exposure and/or positive test results to their employer if they will not be required to take their own leave for the purposes of quarantine or isolation; and

WHEREAS, the District has determined that it will voluntarily extend COVID-19 leave provisions as previously provided under the FFCRA for employees through June 30, 2021;

THEREFORE, the parties agree to the following:

- 1) The District will provide 80 hours of COVID-19 leave as previously provided under FFCRA, as follows:
 - a. **PAID LEAVE ENTITLEMENTS**

Generally, employers covered under the Act must provide employees: Up to two weeks (80 hours, or a part-time employee’s two-week equivalent) of paid sick leave based on the higher of their regular rate of pay, or the applicable state or Federal minimum wage, paid at:

 - 100% for qualifying reasons #1-3 below, up to \$511 daily and \$5,110 total;
 - 2/3 for qualifying reasons #4 and 6 below, up to \$200 daily and \$2,000 total;
 - Up to 12 weeks of paid sick leave and expanded family and medical leave paid at 2/3 for qualifying reason #5 below for up to \$200 daily and \$12,000 total.

A part-time employee is eligible for leave for the number of hours that the employee is normally scheduled to work over that period.
 - b. **ELIGIBLE EMPLOYEES**

Employees who have been employed for at least 30 days prior to their leave request may be eligible for up to an additional 10 weeks of partially paid expanded family and medical leave for reason #5 below.

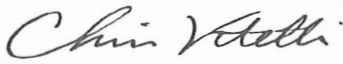
c. QUALIFYING REASONS FOR LEAVE RELATED TO COVID-19

An employee is entitled to take leave related to COVID-19 if the employee is unable to work, including unable to telework, because the employee:

1. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
 2. has been advised by a health care provider to self-quarantine related to COVID-19;
 3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis;
 4. is caring for an individual subject to an order described in (1) or self-quarantine as described in (2);
 5. is caring for his or her child whose school or place of care is closed (or child care provider is unavailable) due to COVID-19 related reasons; or
 6. is experiencing any other substantially-similar condition specified by the U.S. Department of Health and Human Services.
- 2) The Association agrees to reinforce that use of this leave is only for true COVID-19 related reasons as provided above.
- 3) The Association agrees that any abuse, misuse of this leave, or dishonesty in representation of COVID-19 status is subject to employee discipline up-to-and-including termination, as appropriate based on the severity of the misuse and/or dishonesty.

This agreement is effective upon adoption by the Merced College Board of Trustees and will apply to COVID-19 related leave from January 1, 2021 through June 30, 2021.

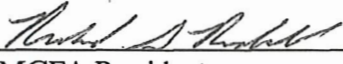
FOR THE DISTRICT:



Superintendent/President

January 8, 2021
Date

FOR MCFA:



MCFA President

January 8, 2021
Date

Pursuant to California's adoption of 2021 COVID-19 Supplemental Paid Sick Leave law effective March 29, 2021 and applicable from January 1, 2021 through September 30, 2021, the District and the Association agree to sunset this COVID-19 Leave Extension for Spring 2021 MOU effective upon approval indicated below.

FOR THE DISTRICT:



Superintendent/President

Date

FOR MCFA:



Faculty Association President

Date 4-8-2021