

**Frequently Asked Questions and Answers for
Contractual Implications of COVID-19**

If someone tests positive for COVID-19 does the entire District need to close?

If the person has only interacted in one building or location, then only that building is required to close for 24 hours following the positive test in order to conduct comprehensive cleaning. However, out of an abundance of caution, some Districts have decided to close all District sites for the 24-hour period.

Can Buildings and Grounds Employees refuse to participate in cleaning a building where someone tested positive?

Generally, no. Buildings and grounds employees may not refuse to perform cleaning duties. Should a member feel he or she is particularly at-risk for complications if infected, the Association should discuss the situation with the employer on a case-by-case basis.

Can a member insist on wearing a surgical mask to work?

Only if the employer does not object. If the member has a specific, high-risk rationale it should be discussed with the employer on a case-by-case basis.

If I become infected at work, am I covered under Worker's Compensation?

Likely, yes. Last week guidance was issued indicating that as a general rule, an employee who contracts COVID-19 from a co-worker should be able to claim it as a covered event in many circumstances.

Can the District cancel a scheduled vacation break to make up for a school closure?

Generally, yes but provisions a collective bargaining agreement may significantly impact how this applies local-by-local. Locals should consult with their LRS before agreeing to any adjustment in scheduled work year.

A vacation week has been cancelled but members had non-refundable travel plans, can the District force the employee to work?

Yes. However, in the case of Super-storm Sandy many Locals impacted by long-term closures encountered this situation. In those cases, Locals and Districts entered into Memoranda of Agreement in order to allow employees to take their vacation or be reimbursed any non-refundable cost. In such a situation, the Local should consult with their LRS for further guidance as template Memorandum of Agreements have been provided to assist with this scenario.

If a school or District closes are members eligible for Unemployment?

Possibly, depending on the type of employee and the length of the closure. A 10-month, salaried employee hired under education law, such as a teacher cannot have a reduction in salary if school is closed so that employees is not eligible for unemployment.

However, an hourly or daily employee may be eligible for Unemployment compensation if the District is not paying them during the closure, as such action constitutes a furlough, if the cessation of work is at least one week.

Can the District agree to pay hourly employees during a closure even if they aren't working?

Yes, if there is a signed Memorandum of Agreement authorizing payment despite closing. In the aftermath of Super-storm Sandy many Locals impacted by long-term closures encountered this situation and paid employees who were ready to perform duties but could not do so. However, in many of these Agreements, the employees were required to make up at least some of the missed work at intervals. Also, if paid, employees would waive any claim for Unemployment compensation. Impacted Locals should contact their LRS to discuss as template Memorandum of Agreements have been provided.

Can a District pay a member who has been quarantined without making the member use accrued sick leave?

Yes, if the Local and the District enter into a Memorandum of Agreement to provide payment without charge to accruals. Locals should consult with their LRS as a template Memorandum of Agreement has been provided to them.

Members in a building are worried that the District is not taking COVID-19 seriously enough and do not want to come to work out of fear for their safety, is that allowed?

Generally, an action such as this would constitute an illegal strike even for a situation such as this. However, there are some cases where refusal to work when there is an "imminent threat to safety and health" has been found by PERB to be permissible. This is a very fact-specific question and Locals are urged to discuss with their LRS if there is any belief that such a situation may occur.