

December 21, 2020

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE PALOMAR COMMUNITY COLLEGE DISTRICT
AND THE COUNCIL OF CLASSIFIED EMPLOYEES (CCE/AFT LOCAL #4522)**

This Memorandum of Understanding (“MOU”) is entered into by and between the PALOMAR COMMUNITY COLLEGE DISTRICT (“District”) and the COUNCIL OF CLASSIFIED EMPLOYEES (“CCE”), collectively “the parties” and temporarily amends certain provisions of the District/CCE Agreement (the “Agreement”) in an effort to mitigate the impacts of the COVID-19 Pandemic.

WHEREAS, The District and CCE recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its personnel, the parties also recognize the importance of prudent measures to prevent District employees, students, their families or other people using District facilities from being exposed to or infected by COVID-19. The parties acknowledge that all members of the campus community are responsible for mitigating the spread of infectious diseases, and that care should be taken by all to identify potential exposure and prevent the spread of the disease. The parties further agree that continuity of the District operations should be maintained, and provisions should be made for District employees who are impacted by the pandemic;

WHEREAS, on March 4, 2020, the Governor of California, Gavin Newsom, declared a California State of Emergency over the COVID-19 Pandemic;

WHEREAS, on March 13, 2020, the President of the United States, Donald Trump, declared a State of National Emergency over the COVID-19 Pandemic;

WHEREAS, on March 15, 2020, the Governor of California, Gavin Newsom, advised all persons sixty-five (65) years of age or older to participate in-home isolation to reduce elevated risks to seniors associated with contracting COVID-19;

WHEREAS, on March 19, 2020, the Governor of California, Gavin Newsom, ordered all individuals living in the State of California to stay at home or at their place of residence except as needed to maintain continuity of operations of the federal critical infrastructure sectors;

WHEREAS, in response to COVID-19 the District has put in place many measures to ensure the safety and welfare of its students, faculty and staff;

WHEREAS, the parties have discussed the global pandemic impacting the nation and state, COVID-19 Pandemic;

WHEREAS, the District’s commencement ceremony was virtual for 2020 graduates;

WHEREAS, the District offered instruction mainly on-line for Summer 2020 and Fall 2020;

WHEREAS, the parties are mindful of Article 7, Section 7.3 and the District's rights in times of national and state emergency;

WHEREAS, the parties have decided it is in their mutual interest to negotiate and reach an agreement that memorializes the parties' commitment to mitigate the impacts of the COVID-19 Pandemic while still supporting the District's educational mission;

WHEREAS, the parties further desire that the salary, benefits and pension contributions of Classified Employees not be negatively impacted by COVID-19;

WHEREAS, on March 20, 2020, the parties entered into a MOU to mitigate the impacts of the COVID-19 Pandemic on the District and its employees (hereinafter the "remote work plan MOU");

WHEREAS, on June 19, 2020, the parties entered into a second remote work plan MOU extending and supplementing the terms of the remote work plan MOU to December 31, 2020 (hereinafter the "2nd remote work plan MOU");

WHEREAS, on September 17, 2020, Governor Newsome signed Senate Bill 1159, which creates a rebuttable presumption for workers on any worksite that has an outbreak of COVID-19 that an employee's illness related to COVID -19 is an occupational injury and therefore eligible for Workers' Compensation benefits and AB 685, effective January 1, 2021, requires appropriate exclusive representative notice

WHEREAS, on November 30, 2020, Cal/OSHA adopted the Emergency Temporary Standard, creating mandatory and enforceable requirements for employers to reduce transmission of COVID-19 in workplaces (the "Emergency Regulations to Protect Workers from COVID-19");

WHEREAS, Governor Newsom announced a Regional Stay at Home Order on December 3, 2020, upon the assessment of the unprecedented rise in COVID-19 cases, hospitalizations, and test positivity rates across California;

WHEREAS, the parties find it necessary to enter into a third remote work plan MOU (hereinafter the "3rd remote work plan MOU") in order to further mitigate the impacts of the COVID-19 Pandemic on the District and its employees;

WHEREAS, due to the impending 2020 Winter Break, the parties are unable to complete their negotiations before the expiration of the 2nd remote work plan MOU and agree to a short extension of the terms of the 2nd remote work plan MOU until January 31, 2021, while the parties continue negotiations; and

WHEREAS, the District may have to move to more restrictive measures including complete closure if the COVID-19 Pandemic becomes worse.

NOW, THEREFORE, the parties hereby agree that the following provisions shall be in effect immediately:

1. Since March 30, 2020, most student instruction/courses have been taught via remote formats, unless otherwise notified by local, state or federal government. Some District functions cannot be moved to a remote format and will continue to provide on-campus support unless otherwise notified by local, state or federal government.
2. Employees will be given proper notice in accordance with article 11.3, for a change in the employee's regular workday. Employees who are currently working remotely and are asked to return to on-site work will be given up to 10 working days to allow to make arrangements for child/adult care if needed.
3. A minimum of six-feet of distance will be maintained to the greatest extent possible during scheduled work; this can include working in different shifts, days, and alternate work spaces. Should employees require working in close proximity with other individuals the employees will be provided appropriate PPE.
4. The District will endeavor to provide information and, if possible, within the anticipated timeframe, provide training to its employees in public health measures, hygiene, and sanitation to help prevent the spread of the virus and will ensure that its facilities have the necessary supplies for preventative sanitation measures (soap and water, disposable towels or tissues, hand sanitizer, etc.)
 1. The District will take reasonable efforts to educate and require employees to ensure that all equipment that is used by more than one employee will be disinfected daily.
 2. The District shall provide all proper PPE equipment to employees returning to campus in accordance with the District's COVID-19 Campus Safety Guidance Plan. (Masks, gloves, sanitizer, etc.). Employees shall follow the safety protocols and wear PPE in accordance with the plan.
 3. The District agrees to reasonable steps to provide a safe and sanitary work environment for employees per Cal/OSHA regulations (including, but in no way limited to, the Emergency Regulations to Protect Workers from COVID-19) and guidance from the Centers for Disease Control and County Health Orders.
 4. The District will further educate, direct, and continue to ensure that employees are practicing social distancing (at a minimum 6 feet distance) in meetings, assignments, and any duties the District may assign. CCE will cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals and immediate redirection of work efforts to address instances in which the spread of the virus may be heightened.
5. To ensure employee and student safety under Cal/OSHA regulations, Centers for Disease Control (CDC) guidance and County Health Orders, the District may ask employees if they are experiencing COVID-19 symptoms or if they have been absent from work. The District

will maintain records related to the above inquires in a confidential manner. Employees will be expected to abide by the following while working on-site:

1. Remain away from work if they are ill, including exhibiting any symptoms of COVID-19 as indicated by Centers for Disease Control (CDC) guidance and County Health Orders.
 2. Employees will need to check their temperature prior to reporting to work and/or when reporting to work if required.
 3. Provide relevant information to assist in the process of contact tracing if necessary.
 4. Follow all District safety protocols while working.
6. To the extent permitted by law, the District will inform CCE as soon as practicable should it learn of a confirmed or likely COVID-19 infection of District employees or students.
 7. Telecommuting will be approved on a temporary case-by-case basis consistent with the mission of the District and the Classified Employee's respective department. Classified employees' schedules may be modified and/or rotated from remote to on-campus presence depending on the employee's department's and/or District needs.
 8. Telecommuting employees are expected to abide by all District and departmental policies and procedures and as identified in the District's Telecommunication agreement (see attached) signed by each employee, Collective Bargaining Agreements, and rules/regulations. Employees will be required to perform their "assigned work duties" and be accessible as if they are working at their District worksite during the established work schedule, by regularly and consistently checking District-related email, telephone, or other designated communication methods. Assigned work duties shall consist of work that can be performed based on the materials and equipment provided by the District and conform to employee's class specification. The District will work in good faith with telecommuting employees to ensure that these employees have materials required for employees to perform their assigned work duties.
 9. Management will work with Classified Employees to determine the form of technology necessary for telecommuting employees to provide support to students and perform District functions, including, but not limited to, the following:
 1. Zoom;
 2. District Email;
 3. Canvas;
 4. Other District supported remote formats after discussion with Management.
 10. The parties agree to continue negotiating matters associated with employee reimbursement for work-related expenses and potential compensation consideration resulting from the COVID-19 Pandemic. The parties agree to memorialize the outcome of those negotiations in a 4th remote work plan MOU on or before January 31, 2021.

11. The District will abide by Senate Bill 1159 which deems an employee's illness related to COVID-19 an occupational injury and therefore eligible for Workers' Compensation benefits when specified criteria are met.
12. If the District requires a Classified Employee to provide on-campus, in-person service, then the District will follow all Cal/OSHA's requirements, guidance and recommendations (including, but in no way limited to, the Emergency Regulations to Protect Workers from COVID-19), as well as any reasonable steps necessary to protect workers from COVID-19 exposure and infection. and will take all other reasonable steps necessary to protect the safety of all Classified Employees required to provide on-campus, in-person service during the COVID-19 Pandemic or until further instruction by either the California or federal government.
13. All Classified Employees who are sixty-five (65) years of age or older and/or have preexisting health conditions that cause them to be at higher risk for serious illness from COVID-19, will be permitted to self-isolate in-home and telecommute commencing on the date this agreement and continuing for fifteen (15) days or until further instruction by either the California or federal government. In the event a Classified Employees needs to care for an ill family member due to COVID-19, the member may use any applicable and available leave type.

Documentation verifying sick or leave approval shall be suspended pursuant to the San Diego County Health Officer's correspondence dated March 17, 2020.

If State or Federal authorization and appropriations for additional paid sick are approved, such as set forth in HR 6201 (Families First Coronavirus Response Act), unit members' leave for the purposes of quarantine, diagnosis, or preventative care shall be covered under FFCRA.

14. If a Classified Employee is legally responsible for the care of a minor child whose K-12 school has been closed due to COVID-19, the employee may request to telecommute and will provide the District sufficient information identifying such need. For employees experiencing this situation, the option to telecommute will be at the District's discretion and provided to the greatest extent possible based on District need(s). The District will make available all accrued leaves to be used if the employee is unable to perform work.

If State or Federal authorization and appropriations for child care needs due to coronavirus are approved, such as set forth in HR 6201 (Families First Coronavirus Response Act), unit members' leave for the purposes of child care, shall be covered under FFCRA as well as Labor Code Section 233 and 245.

15. If a Classified Employee has been advised by their medical provider or County Official to self-isolate, regardless of symptoms from possible exposure to COVID-19, then the employee will be allowed to self-isolate in-home until the employee is cleared to return

to work. To the extent possible, these employees will be required to telecommute. However, if the employee is unable to telecommute, the employee will have no loss in sick leave, vacation or other entitled benefits for up to four (4) weeks during the period of self- isolation.

If State or Federal authorization and appropriations for additional paid sick are approved, such as set forth in HR 6201 (Families First Coronavirus Response Act), unit members' leave for the purposes of quarantine, diagnosis, or preventative care shall be covered under FFCRA.

16. If a Classified Employee is prevented from leaving the employee's place of residence because of a quarantine issued by a California, local, or federal government, or has tested positive or is diagnosed with COVID-19, then, Article 14.2.13 shall apply, which states as follows: "An employee whose place of residence is quarantined by County Health Officers shall receive full salary during the period of enforced quarantine. If the employee is not ill, no deduction will be made from his/her accrued sick leave."
17. If a Classified Employee is unable to work (in-person or remotely) and the Classified Employee's inability to work is caused by the COVID-19 Pandemic, then the employee will be permitted to borrow from any leave the employee is expected to accrue and/or have available in the 2020/2021 academic year if the employee does not have any accrued leave available or has exhausted all available leaves.
18. If the operations of the District substantially change due to COVID-19, then the parties will agree to renegotiate based on this circumstance.
19. If a Classified Employee is unable to work (in-person or remotely) and the Classified Employee's inability to work is not caused by circumstances contemplated in Paragraphs 7 through 11, then normal leave procedures will apply.
20. The regular business of the College, such as committee meetings, will be planned, to the extent possible using District supported remote formats, as determined by the District. Access to the meetings will be broadly disseminated to those who wish to attend.
21. If a supervisor has identified the Classified Employee is critical/essential to the operations of the District during this period of time and is unable to take vacation that may accrue past the maximum resulting from COVID-19, the employee will not lose the earned time.

This MOU is set to expire effective January 31, 2021..

CCE/AFT, Local #4522

By: _____



Anel Gonzalez, CCE/AFT #4522 President

Dated: December 21, 2020

PCCD

By:  _____ Linda Beam, Vice President, Human Resources

District Chief Negotiator

Dated: December 21, 2020

COVID MOU UPDATE CCE_3rd Remote Work Plan Extension

Final Audit Report

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