

June 2, 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, 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 District shall be closed for students during the week of March 16 – March 20, 2020, with no instruction provided during this week;

WHEREAS, commencement activities will be determined upon further notice by the District and will be dependent on the seriousness or mitigation of the conditions surrounding the spread of the virus that exist at that time;

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

WHEREAS, the parties are mindful of Article 7, Section 7.3 and the District’s rights regarding 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; 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. As of March 30, 2020, most student instruction/courses will be 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. Monday, March 16th and Tuesday, March 17th are designated as transition days to evaluate positions, services, and preparation for remote instruction and/or administrative support for campus functions/student support. All district personnel will work with their managers to evaluate the positions, services, and effects of providing support in-person or via an alternative method.
3. 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.
4. 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.
5. 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:
 - Zoom
 - District Email

- Canvas
 - Other District supported remote formats after discussion with Management.
6. 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, 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.
 7. 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.

8. 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.
9. 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.
10. 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."
11. 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.

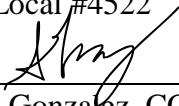
12. If the operations of the campus substantially change due to COVID-19, then the parties will agree to renegotiate based on this circumstance.
13. If a Classified Employee is unable to work (in-person or remotely) and the Classified Employee's inability to work is not caused by circumstances contemplated in Paragraphs 7 through 11, then normal leave procedures will apply.
14. 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.
15. 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. Every reasonable effort will be made to encourage and approve Classified Employees' requests to use accumulated compensatory (comp) time and vacation during this period of remote work.

This MOU is set to expire effective June 30, 2020, or sooner if the current health situation changes, and requires the approval and ratification by the Governing Board of Trustees.

Dated: June 2, 2020

CCE/AFT, Local #4522

By:


Anel Gonzalez, CCE/AFT #4522
President

Dated: June 2, 2020

PCCD

By:

Lisa Norman

Lisa Norman, Ed.D., J.D.
District Chief Negotiator

CCE-District MOU updated expiration-June

Final Audit Report


2020-06-03

Created:	2020-06-02
By:	Maria Zapien Rangel (mzapienrangel@palomar.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAApBZBPOJqR18Me9J7ekAD0_ZjdT5yzW


"CCE-District MOU updated expiration-June" History

 Document created by Maria Zapien Rangel (mzapienrangel@palomar.edu)


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2020-06-02 - 11:02:53 PM GMT - IP address: 72.197.14.129

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Signature Date: 2020-06-03 - 2:09:16 AM GMT - Time Source: server - IP address: 72.197.14.129

 Signed document emailed to Lisa Norman (lnorman@universalpps.com), Linda Beam (lbeam@palomar.edu) and Maria Zapien Rangel (mzapienrangel@palomar.edu)

2020-06-03 - 2:09:16 AM GMT