

MEMORANDUM OF UNDERSTANDING

Between

Coast Community College District and Coast Federation of Classified Employees, Local 4794

June 9, 2020

Classified Employee Reorganization and Work Experience Program Supporting District Operations Impacted by COVID-19

The Coast Community College District and the Coast Federation of Classified Employees, Local 4794, herein collectively referred to as the "Parties," hereby confirm that they have negotiated, in good-faith, the impacts and effects of the District's emergency response to the Novel Coronavirus ("COVID-19") outbreak.

The Parties hereby agree that this MOU will remain in effect until June 30, 2021 when this MOU and its terms will expire in their entirety.

It is the intent of the Parties that this MOU shall involve a reorganization within the meaning of Title 5, Section 53021(c)(1) and shall permit classified bargaining Unit Members the flexibility to receive training and cross-training in aspects of District operations that may not be currently within an approved job description. The Parties agree as follows:

- 1. For the effective period of this MOU, the "Job Training Program" and "Job Training Committee" enumerated under Article 18 (Professional Growth) and Article 24 (Job Training) of the Agreement are suspended.
- 2. Unit Members may volunteer for training and cross-training opportunities via the Work Experience Program outlined herein. The District also may assign employees to work experience opportunities where critical needs exist in order to sustain the business of the District. The District may require Unit Members to report to different departments or work sites, or to be assigned to a Remote Work Plan in order to facilitate training. If multiple Unit Members volunteer for work experience in the same job classification, then the Impacted Employees at Coastline, as defined in CFCE MOU #20-1, will be given priority.
- 3. Unit Members who receive training, and perform work experience, as outlined herein, shall be awarded a Work Experience Certificate. Unit Members in possession of a Work Experience Certificate, who submit a complete application for any vacancy of the same classification in which the work experience occurred, and who meet minimum qualifications for that vacancy shall be granted an interview during the internal-only search process for the vacancy.
- 4. Unit Members who are assigned to receive training and perform duties outside of their job description shall continue to be entitled to their regular compensation, including overtime and/or out-of-class pay, where applicable, in accordance with Education Code Section 88010 and Government Code Sections 3100, 3101, and 3107.
- 5. If multiple Unit Members wish to have work experience in the same job classification, and it is not feasible to train multiple Unit Members, and an Impacted Employee is not in consideration, the Unit Member who meets the minimum qualifications shall be selected

 to receive the training. In the event where more than one Unit Member meets the minimum qualifications, seniority shall determine which Unit Member shall receive the training.

6. Classified employees participating in this Work Experience Program shall be limited to a total of 960 hours in each fiscal year.

The District and CFCE acknowledge that, except as provided for in this MOU, the Parties otherwise retain their respective rights under the Agreement and applicable law.

This MOU is non-precedential, and shall not be deemed to establish a practice or policy by either Party. The Parties agree and understand that this MOU shall expire on June 30, 2021, unless otherwise extended or modified.

David A. Grant, Board President/Date

Dr. Marco Baeza, CCCD Chief Negotiator/Date