1 Memorandum of Understanding ("MOU") 2 Between the 3 Coast Community College District and the 4 Coast Federation of Classified Employees, Local 4794 5 6 COVID-19 7 Beyond the Blueprint - Return to Work 8 Summer 2021 and Fall 2021 9 10 May 19, 2021 11 12 The Coast Community College District ("District") and the Coast Federation of Classified Employees, Local 4794 ("CFCE"), herein collectively referred to as the "Parties," hereby 13 14 confirm that they have negotiated, in good-faith, the impacts and effects of the District's continued emergency response to the Novel Coronavirus ("COVID-19") outbreak and the 15 16 impacts of classified employees returning to the workplace in phases as described in Exhibit "A." 17 18 19 The Parties hereby agree that this MOU will become effective on June 15, 2021, and will remain 20 in effect until December 31, 2021, or until the conclusion of the District's State of Emergency. 21 whichever occurs first. Once the District's State of Emergency concludes, or on December 31, 22 2021, whichever occurs first, this MOU and its terms will expire in their entirety. 23 24 I. **Emergency District Closure and Moving Beyond the Blueprint** District facilities were closed to the public on March 16, 2020, in keeping with local, 25 state, and federal guidance to assist in slowing the spread of COVID-19. Instruction and 26 27 the business of the District resumed remotely on March 31, 2020, with most employees 28 throughout the District, except those whose services have been deemed critical to 29 operations during the State of Emergency, transitioning to full or partial Remote Work 30 Plans ("RWPs") as set forth in CFCE MOU #20-3 and CFCE MOU #20-11. 31 32 On April 6, 2021, as the State reached 20 million administered vaccines, and COVID-19 33 hospitalizations stabilized, the Governor of California announced that on June 15, 2021. 34 the State will move beyond the Blueprint for a Safer Economy ("Blueprint"), the state-35 wide roadmap that has guided public health decisions and in-person activities since shortly after the pandemic began. Moving beyond the Blueprint means all industries 36 37 across the State can return to usual operations on June 15, 2021, with risk reduction measures in place, as determined by the State and County, as long as there is (1) equitable 38 vaccine availability and (2) consistently low burden of disease. Toward this end, the 39

<sup>1</sup> "Equitable vaccine availability" is defined by the California Department of Public Health to mean "if vaccine supply is sufficient for Californians 16 years or older who wish to be inoculated."

approach, as described in Exhibit "A."

District will begin to return employees to the workplace, using a phased and staggered

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<sup>&</sup>lt;sup>2</sup> "Consistently low burden of disease" is defined by the California Department of Public Health to mean

<sup>&</sup>quot;hospitalizations are stable and low, and specifically, hospitalizations among fully vaccinated individuals are low,"

In order to help ensure the safety of classified employees returning to campus, the District acknowledges its statutory obligation to provide a reasonably safe working environment in conformance with COVID-19 guidelines issued by the Centers for Disease Control and Prevention ("CDC"), the California Department of Public Health ("CDPH"), the California Chancellor of Community Colleges Office ("CCCCO"), the California Department of Industrial Relations Division of Occupational Safety and Health ("Cal/OSHA"), and the Orange County Health Care Agency, as well as other health orders from state and local public health officers. These guidelines may include, but are not limited to, items such as maximum occupancy of classrooms; social distancing requirements for all instructional spaces; screening and testing of all persons coming on campus by District-trained personnel; limits on the number of classes/students allowed on campus and within each building at any given time; limits on hallway and bathroom use; cleaning and disinfecting requirements; tracing and notification of exposure; ensuring the appropriate open ventilation and air circulation; and the provision of personal protective equipment ("PPE") for staff and students.

COVID-19 health and safety information can be found at the websites of

• CDC: www.cdc.gov

• CDPH: www.cdph.ca.gov

Cal/OSHA: www.dir.ca.gov/dosh

 • CCCCO: www.cccco.edu

The Parties recognize that future local, state, and federal government directives may necessitate further changes in working conditions, and additional emergency actions may need to be taken by the District's Chancellor in support of public and employee health, and the Parties agree to meet and negotiate in good-faith, as soon as is practical, regarding any future impacts.

#### II. Phased Return to the Workplace

The Parties hereby agree to collaborate in assisting classified employees in their transition back to the workplace. The District's transition of employees back to the workplace will be guided by a phased roadmap developed by the District in collaboration with the District's Consultation Council. This phased approach to in-person activities and associated timelines, are subject to modification by the District once the COVID-19 Prevention Plan is finalized by the District's Consultation Council. As of the date of this MOU, the phased approach is planned to consist of three levels as described in Exhibit "A."

As the District moves through Level 1, Level 2, and Level 3 as described in Exhibit "A," employees may continue to be assigned, on a temporary basis, to partial Remote Work Plans ("RWPs") in order to support facility capacity objectives. Such RWPs will be assigned, at the sole discretion of the District.

The Parties further agree that the scope of RWPs will be as follows:

i. Employees assigned to an RWP will work from an alternate remote location (i.e., home) on a temporary basis. The necessity for RWPs will be reviewed vigorously during this time. The RWP does not prevent or restrict supervisors' ability to require employees to report to their permanent work assignment location, or another temporary work location, as needed and with no less than 24-hours of advanced notice when possible, unless the RWP specifically states that the employee has specific "immediate response" responsibilities and must be available to physically respond to an urgent situation at the permanent work site or other remote work site. The District will consider reasonable extensions of the 24-hour notice requirement should the employee need to make child care arrangements.

ii. All existing duties, obligations, responsibilities, and conditions of employment remain unchanged to the fullest extent possible. Employees on an RWP are expected to abide by all District and departmental rules, regulations, procedures, the Parties' collective bargaining agreement (the "CBA"), District Board Policies, and Administrative Procedures.

iii. During the period that the employees are temporarily assigned to an RWP, the employee will check District-related email, telephone, and other designated communication methods on a consistent basis as if the employee were working at a District-site.

iv. The District's rules, policies, and procedures governing time and attendance, requesting and using leave, and expectations of performance remain unchanged under an RWP. Employees must obtain supervisor approval before taking leave in accordance with District policies, procedures, and the CBA.

v. Employees are expected to be available and in a "ready-to-work" status during assigned business hours while on an RWP. Employees may not deviate from their assigned work schedule, and are required to take rest and meal breaks in full compliance with the CBA and the law. Employees are prohibited from working additional hours outside of their assigned work schedule, and are expressly prohibited from working overtime, without prior approval from their supervisor. Employees are required to notify their supervisor within one business day of any failure to take a scheduled rest or meal break, or of any work performed outside of the established RWP schedule.

vi. Supervisors will establish a regular virtual check-in protocol for employees on RWPs to evaluate the status of work products and achievement of established goals. District Human Resources will provide supervisors with training and sample protocols to ensure that equitable supervision practices take place District-wide.

vii. With the understanding that the District has limited resources, the District will continue to make reasonable efforts to provide employees with the tools, technology, and assets necessary to successfully transition to an RWP. Employees are solely responsible for establishing and maintaining an appropriate RWP workspace, and in

the event that the District is unable to provide the necessary assets, employees may be asked to use personal equipment if already available to the employee. Network costs, workspace furniture, and energy or data charges will not be paid by the District unless the District expressly agrees in advance of the employee incurring the cost. The District shall provide all required training, technical support, and technologies that any employee reasonably needs to successfully transition to an RWP. Employees shall not be required to purchase furniture, equipment, technologies, supplies, or services in order to successfully transition to an RWP. Employees shall work with their supervisor to determine what technologies, resources, and trainings may be required.

viii. Employees will comply with all District rules, procedures, and policies applicable to the use of equipment and technology. District-provided equipment will be serviced and maintained by the District. Employees are responsible for servicing and maintaining any personal equipment, materials, and technologies provided and used by the-employee for business purposes during an RWP.

 ix. If approved for a Virtual Private Network ("VPN") account, employees are required to use either a mobile device (e.g., laptops, tablets), or a personal desktop and, if approved by the District, a mobile phone owned and issued by the District. The District shall provide all required training and support that any employee needs to successfully transition to the use of a VPN.

If an employee will use a personal mobile device or personal desktop while on an RWP, the employee must consult with their supervisor as well as the District's Information Systems staff to ensure appropriate set up of the personal devices. Employees are prohibited from tampering with any software, firmware, or hardware provided by the District or loaded onto the employee's personal devices to enable the employee to perform District work.

Regardless of whether using personal or District-owned devices for District work while on an RWP, employees are responsible at all times for the access, use, and security of those devices. Employees must not download any confidential data related to students or employees such as Personal Identifiable Information ("PII") from Banner or any other District data system. Employees must be sure to connect mobile devices from a secured network (*i.e.*, one that requires a username and password). Employees must take reasonable precautions to prevent third parties from accessing or handling sensitive and confidential information that they access while telecommuting. Employees agree to close or secure all connections to District desktop or system resources (*i.e.*, remote desktop, VPN connections, etc.) when not conducting work for the District. Approval to use non-District issued mobile devices may be revoked by the District at any time at the District's discretion.

x. Employees on an RWP will be solely responsible for creating and maintaining a safe, ergonomically appropriate, and healthy work environment. Employees are required to report any concerns relating to the safety, ergonomic appropriateness, and health of

the remote work site environment. Employees who are requested to return District assets to the District will do so within two business days of receiving the request.

 xi. The District shall not be liable for damages to the personal or real property of employees during the course of performance of District duties or while using District equipment in the employee's residence or other property, except where required by law.

xii. The District shall not be responsible for operating expenses, home or property maintenance, or any other incidental costs (e.g., utilities) associated with an employee's participation in an RWP. Employees shall continue to be entitled to reimbursement for authorized travel and expenses while conducting business as assigned by the District per the District's reimbursement policies.

xiii. Injuries occurring while the employee is in a paid working status and performing assigned work shall be subject to workers' compensation laws and regulations, the same as work performed at a District-owned and operated facility.

xiv. Employees shall comply with all District policies and standards for safeguarding and protecting any confidential business information, PII, student records, employee records, and any other sensitive information. Employees shall ensure that confidential, personally-identifiable, and all other sensitive information discussed, maintained, or disseminated in any form is handled in a manner consistent with District policies and procedures and which protects the information from unauthorized disclosure to the maximum extent possible. Employees will discuss with their supervisor the safeguards and protections to be used by employees.

xv. The District may terminate an RWP for any reason, at any time, with at least 24-hours of notice to the employee when possible. The District will consider extending this 24-hour notice should the employee need to make child care arrangements.

xvi. Employees assigned to an RWP will be required to sign a Remote Work Plan Agreement (attached hereto as Exhibit "B").

Classified employees who have remained working onsite throughout the pandemic will maintain their regularly assigned on-site schedules throughout the phased return to the workplace.

## III. Expense Stipend

The Parties acknowledge that some classified employees may incur additional pandemicrelated expenses during the District's phased-in approach, during Summer 2021 and Fall 2021, to returning to the workplace. Toward this end, the District hereby agrees to pay to each active full-time classified employee a one-time Expense Stipend of \$250 to cover pandemic-related expenses. The District also hereby agree to pay each active part-time classified employee a one-time Expense Stipend of \$150 for this purpose.

In addition, classified employees are encouraged to communicate their technology needs with their supervisor to discuss options for support. The District may provide technological equipment to support RWPs, if available, where substantive need exists, and where the disbursement of such equipment can be done safely. All requests for technological equipment shall be made directly to the classified employee's supervisor and will be reviewed by College/District administration, within an established process, to assess the necessity for and availability of available resources. Furniture and large technological equipment, including printers and scanners, will not be permitted to leave District facilities.

Full-time and part-time classified employees will receive the one-time Expense Stipend, as described herein, no later than August 2021.

#### IV. Leaves

In the event that an employee declines or does not accept an assignment, the employee may be eligible for a qualifying leave as outlined herein.

#### Sick Leave

Employees who are ill, due to COVID-19 or another medical condition, are eligible to utilize sick leave (including 2021 COVID-19 Supplemental Paid Sick Leave benefits set forth under the law) and apply for short term disability benefits, as appropriate. Employees who become ill due to COVID-19, and do not have enough accrued sick leave to receive pay during the eligibility period for short-term disability benefits, will be permitted to "deficit spend" against sick leave that will be earned in the 2021-2022 fiscal year. This does not include access to Extended Sick leave benefits beyond those available for the fiscal year. Employees who exhaust all paid leaves due to a medical condition also may be eligible for a job protected, unpaid, leave of absence.

#### Family Illness

Employees caring for an immediate family member, such as due to exposure or possible exposure to COVID-19, may utilize Family and Medical Leave under Section 17.12 of the CBA.

Employees caring for an immediate family member are permitted to utilize up to 100% of their earned sick leave and vacation benefits to care for that family member. Employees also will be permitted to "deficit spend" against sick leave and vacation that will be earned in the 2021-2022 fiscal year for this purpose.

#### Child Care

Employees who are impacted by child care needs due to a COVID-19 closure of a dependent child's school or care facility will be permitted to utilize up to 100% of their earned sick leave and vacation benefits to provide necessary child care. Employees will also be permitted to "deficit spend" against sick leave-and vacation that will be earned in the 2021-2022 fiscal year for this purpose.

## 272 <u>Quarantine Leave</u>

Should a classified employee be ordered by a governmental authority to quarantine or to stay at home, that employee shall continue to receive renumeration from the District.

#### **COVID-19 Vaccinations**

In accordance with CFE MOU #21-2, classified employees shall be provided with up to four hours of paid released time to receive a COVID-19 vaccine. If a classified employee receives a COVID-19 vaccine that requires more than one dose, the four hours of paid released time will be a maximum paid released time for both doses. Classified employees shall also be provided with up to two hours of paid released time to receive a booster COVID-19 vaccine. Classified employees taking advantage of this released time benefit will be required to provide confirmation of the COVID-19 vaccine appointment to the District Benefits Office and shall notify their immediate supervisor of the absence in advance.

Classified employees carrying an excess vacation balance from the 2019-2020 or 2020-2021 fiscal years shall be exempt from this released time benefit, and shall be required to use the excess vacation or sick leave to cover time away from work for COVID-19 vaccination.

#### V. Reasonable Accommodations

Employees who have a disability impacting their ability to return to the workplace shall be afforded an interactive process to determine what reasonable accommodations, if any, can be implemented to support the employee to fully and safely perform all of the essential functions of their job.

Employees will receive information, along with their call-back notice, regarding how to request reasonable accommodations. Employees will be required to provide medical certification of their disability and any associated functional limitations in order for the District to effectively explore reasonable accommodation options.

All COVID-19-related reasonable accommodation plans will be temporary, and will only be approved through December 31, 2021. Employees needing longer-term COVID-19 related reasonable accommodations after December 31, 2021 may be directed to a third-party medical examiner to assist the District in assessing long-term options.

## VI. <u>Performance Evaluations</u>

Performance evaluations shall be completed as usual in accordance with the CBA.

### VII. Workplace Safety Measures

Training in the proper disinfecting and cleaning of workspaces in response to COVID-19 will be provided to all custodial personnel. Custodial personnel also will be provided with appropriate personal protective equipment and devices as appropriate.

The Parties agree that should an active case of COVID-19 be confirmed within the District, that cleaning and disinfecting services will be performed by a third-party vendor.

so that employees may reduce their potential exposure. No employee shall suffer financial harm due to the District contracting with a third-party vendor.

The District will develop and implement a COVID-19 Prevention Plan for the District that is consistent with the latest State and County public health guidance. Employees shall receive information and training related to the COVID-19 Prevention Plan.

Employees will be required to sign an attestation form verifying that they have self-screened for symptoms related to COVID-19 prior to coming on-site each day and attest that they have not come into contact with any person who has tested positive for COVID-19, or who has displayed COVID-19 symptoms but is waiting for a test, for the 14-day period prior to the employee's entrance into the workplace if the employee has not been vaccinated.

## VIII. Social Distancing Protocols

Social distancing protocols for on-site work have been established consistent with those identified by the CDC, or other governmental entities as they become available. These protocols will also be included in the District's COVID-19 Prevention Plan. Additionally, all District employees are required to wear protective face coverings while on District property in accordance with Board action taken on April 22, 2020.

Additionally, as COVID-19 was declared by the President of the United States of America to be a national emergency on March 13, 2020, and subsequently, the Board of Trustees declared a State of Emergency at the District, the Parties hereby agree that the District may take any temporary action as may be necessary to carry out its mission as the COVID-19 situation develops. The Parties further agree that they will continue to negotiate any impacts and effects resulting from any District actions that impact CFCE or its unit members.

The District also agrees to provide training and support to supervisors in operationalizing this MOU to ensure that employees and their unique circumstances are supported during the transition to the extent possible.

The Parties intend this MOU to settle all impacts and effects negotiations currently existing and related to the District's actions and decisions in continuing this emergency response to COVID-19 and in moving beyond the Blueprint. However, the Parties agree that subsequent events may require additional discussion or create additional impacts and effects, and agree to meet and negotiate over those matters in good faith.

Andrew Deaso, CFCE President/Date

Dr. Marco Baeza, CCCD Chief Negotiator/Date

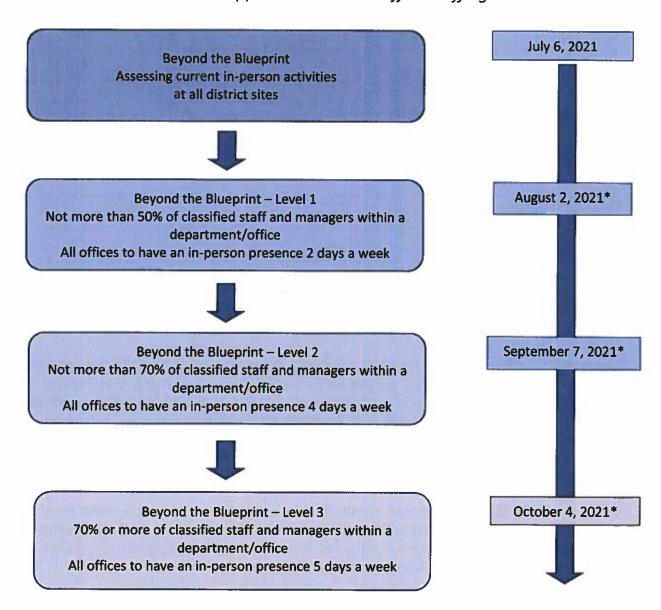
Jim Moreno, Board President/Date

Dr. John Weispfenning, Chancellor/Date



CFCE MOU #21-4 Exhibit "A"

## A Phased Return to Campuses and the District Office Student Support Services and Office Staffing



On June 15, 2021 the State will move <u>Beyond the Blueprint to a Safer Economy</u> if vaccine supply is sufficient for Californians 16 years or older who wish to be inoculated and there is a consistent low burden of disease.

Existing on-site operations as of July 6 will continue under established Remote Work Plans and on-site activity approvals. Beginning with Level 1, managers will work with their staff to support an expanded in-person presence and will modify Remote Work Plans as appropriate.

\*Movement through the levels could be delayed based on public health agency guidance, progress on vaccination rates, county trend in case counts, and facility capacity limits.

# Classified Professional Emergency COVID-19 Response Remote Work Plan ("RWP") Agreement

Employee Name	
Employee Job Title	
Regular Work-site (Campus/Department)	
Supervisor	
Remote Work-site Address	
Remote Work-site Phone Number	
Employee's Assigned Schedule (Hours/Days) Including Designated Hours/Days for On-Site Work if Required	
Date RWP Begins	
Date RWP Ends	

This is a formal Remote Work Plan ("RWP") Agreement, which assigns the above-named Classified Professional to an alternate remote work location, on a temporary basis, as a means of social distancing to minimize the spread of the COVID-19 virus.

The necessity for RWPs will be reviewed vigorously during this time. The RWP does not prevent or restrict the supervisor's ability to require the Classified Professional to report to their permanent work assignment location or another temporary work location as needed and without advanced notice; however, advanced notice will be given whenever possible.

I,	, hereby agree that I will comply with the following terms and
conditions of this RWP:	

- i. All existing duties, obligations, responsibilities, and conditions of employment remain unchanged. Employees on an RWP are expected to abide by all District and departmental rules, regulations, procedures, the Parties' collective bargaining agreement, and District Board Policies and Administrative Procedures.
- ii. During the period that the Classified Professional is temporarily assigned to a RWP the employee will check District-related email, telephone, and other designated communication methods on a consistent basis as if the Classified Professional were working at a District-site.
- iii. The District's rules and policies governing time and attendance, requesting and using leave, and expectations of performance remain unchanged under an RWP. The Classified Professional must obtain supervisor approval before taking leave in accordance with District policies, procedures, and the collective bargaining agreement.
- iv. Classified Professionals are expected to be available during assigned business hours while on an RWP. Classified Professionals may not deviate from their assigned work schedule and are required to take rest and meal breaks in full compliance with the collective bargaining

agreement and the law. Classified Professionals are prohibited from working additional hours outside of their assigned work schedule, and are expressly prohibited from working overtime without prior approval from their supervisor. Classified Professionals are required to notify their supervisor within one business day of any failure to take a scheduled rest or meal break, or of any work performed outside of the established RWP schedule.

- v. Classified Professionals are solely responsible for the configuration of and all of the expenses associated with establishing and maintaining their RWP workspace and related telecommunications services, including network costs, workspace furniture, and energy or data charges, unless the District expressly agrees otherwise in advance of the Classified Professional incurring the cost.
- vi. Classified Professionals will comply with all District rules, procedures, and policies governing use of equipment and technology. District-provided equipment will be serviced and maintained by the District. The Classified Professional is responsible for servicing and maintaining any personal equipment, materials, and technologies provided and used by the Classified Professional for business purposes during a RWP.
- vii. If approved for a Virtual Private Network ("VPN") account, the Classified Professional is required to use either a mobile device (e.g., laptops, tablets), or a personal desktop and, if approved by the District, a mobile phone owned and issued by the District.

If the Classified Professional will use a personal mobile device or personal desktop while on an RWP, the Classified Professional must consult with their manager as well as the District's Information Systems staff to ensure appropriate set up of the personal device(s). Classified Professionals are prohibited from tampering with any software, firmware, or hardware provided by the District or loaded onto the Classified Professional's personal devices to enable the Classified Professional to perform District work.

Regardless of whether using personal or District-owned devices for District work while on an RWP, Classified Professionals are responsible at all times for the access, use, and security of those devices. Classified Professionals must not download any confidential data related to students or employees such as Personal Identifiable Information ("PII") from Banner or any other District data system. Classified Professionals must be sure to connect mobile devices from a secured network (i.e., one that requires a username and password). Classified Professionals must take reasonable precautions to prevent third parties from accessing or handling sensitive and confidential information that they access while telecommuting. Classified Professionals agree to close or secure all connections to District desktop or system resources (i.e., remote desktop, VPN connections, etc.) when not conducting work for the District. Approval to use non-District issued mobile devices may be revoked by the District at any time.

- viii. Classified Professionals on an RWP will be solely responsible to create and maintain a safe, ergonomically appropriate, and healthy work environment. The District may inspect the Classified Professional's alternative work location during the Classified Professional's normal working hours to ensure proper maintenance of any District-owned property and compliance with health and safety standards. The District will provide at least 48 hours' notice prior to the inspection, except in an emergency, and state the reasons for the inspection.
- ix. The District shall not be liable for damages to the Classified Professional's personal or real property during the course of performance of official duties or while using District equipment in the Classified Professional's residence or other property, except where required by law.

- x. The District shall not be responsible for operating expenses, home or property maintenance, or any other incidental costs (e.g., utilities) associated with the Classified Professional's participation in an RWP. The Classified Professional shall continue to be entitled to reimbursement for authorized travel and expenses while conducting business as assigned by the District per the District's reimbursement policies.
- xi. Injuries occurring while the Classified Professional is in a paid working status and performing assigned work shall be subject to workers' compensation laws and regulations, the same as work performed at a District-owned and operated facility.
- xii. The Classified Professional shall comply with all District policies and standards for safeguarding and protecting any confidential business information, PII, and any other sensitive information. The Classified Professional shall ensure that confidential, personally-identifiable, and all other sensitive information discussed via any form of communication is conducted in a manner consistent with District policies and procedures and which protects the information from unauthorized disclosure to the maximum extent possible. The supervisor and Classified Professional will discuss the safeguards and protections in place to be used by the Classified Professional.
- xiii. The District may terminate an RWP for any reason, at any time, with reasonable notice to the Classified Professional.
- xiv. Classified Professionals assigned to a RWP will be required to sign this RWP Agreement.

**Assigned Duties and Resources** 

Assigned Duties and Resour	CCS
Duties assigned to the	
Classified Professional under	
this RWP	
Duties regularly assigned to the	
Classified Professional that	
must be performed on site (only	
if it is not possible to complete	
this work remotely). If the	
Classified Professional is	
unable to perform onsite work	
due to illness, quarantine, or	
child care please note and	
specify the regular duties that	
cannot be performed by the	
Classified Professional	
remotely.	
Resources the employee has	
currently to complete work	
under this RWP (i.e. computer,	
phone, internet, etc.)	
Resources the employee needs	
to complete work under this	
RWP.	

I agree to comply with the term conditions stated above.	s of this RWP Agreement. I have read and agree to t	he terms and
Signature:	Date:	
	oloyee's assignment to the RWP. I have read and agreed ditions of the Agreement as stated above.	ee to enforce and
Signature:	Deter	

Employee Certification