

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE PALOMAR COMMUNITY COLLEGE DISTRICT
AND THE PALOMAR COUNCIL OF CLASSIFIED EMPLOYEES, AFT Local #4522**

August 20, 2021

COVID-19 Beyond the Blueprint - Return to Work Fall 2021

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, Fall 2020, and Spring 2021;

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, on December 21, 2020, the parties entered into a third remote work plan MOU extending and supplementing the terms of the remote work plan MOU to January 31, 2021 (hereinafter the "3rd remote work plan MOU");

WHEREAS, California Labor Code section 2802 requires employers to reimburse employees for all necessary expenditures incurred by employees in the discharge of their duties;

WHEREAS, the parties found it necessary to enter into a fourth remote work plan MOU (hereinafter the "4th remote work plan MOU") on April 21, 2021 in order provide guidelines and procedures for employee telecommuting expense reimbursement, as well as to further mitigate the impacts of COVID-19 on the District and its employees;

WHEREAS, the Governor of California announced that on June 15, 2021, the State will move beyond the Blueprint for a Safer Economy ("Blueprint"), the state-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 across the State can return to usual operations as of June 15, 2021, with risk reduction measures in place, as determined by the State and County, as long as there is (1) equitable vaccine availability and (2) consistently low burden of disease;

WHEREAS, on June 17, 2021, Cal/OSHA readopted the Emergency Temporary Standard, creating mandatory and enforceable requirements for employers to reduce transmission of COVID-19 in workplaces with updated requirements on physical distancing, face coverings, etc. (the "Emergency Regulations to Protect Workers from COVID-19");

WHEREAS, the District has made changes to BP/AP 7330 Communicable Diseases, and has subsequently created the potential for an employee COVID-19 Vaccine requirement which is spelled out in the District's Vaccination and Immunization Plan, which the parties shall continue to bargain over the impacts and effects, and;

WHEREAS, the District previously had to move to more restrictive measures as the COVID-19 Pandemic worsened; currently the District is looking towards a phased reopening, and;

WHEREAS, the District has created a COVID-19 Recovery Plan (Recovery Plan) in order to prepare the District, and its students and employees to move toward a complete re-population of the main campus and education centers, safely as per the guidance issued by federal, state, and regional public health agencies;

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

1. 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. An employee, upon receiving notice of a change in their regular workday, may request a meeting with their immediate supervisor to discuss the changes. The employee may have an CCE/AFT representative present at the meeting.
2. In order to help ensure the safety of 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 San Diego County Department of Health and Human Services, 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; physical distancing requirements; 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.
3. 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 as outlined in the District's "COVID-19 Prevention Program".
4. In order to prevent the spread of COVID-19, all individuals present on District campuses shall adhere to the COVID-19 preventative measures contained in the District's COVID-19 Recovery Plan (see attached) which the District shall strictly enforce.

5. In accordance with the Recovery Plan, the College is requiring all employees to submit their vaccination status if they have not already submitted their proof of vaccination. This must be completed and submitted to Human Resources at benefits@palomar.edu no later than September 30th, 2021. Employees who do not submit their vaccination status by September 30th, 2021 shall be deemed unvaccinated for all intents and purposes.
6. For the Fall 2021 semester, face coverings are always required indoors. This includes classrooms and all campus meeting spaces. Fully vaccinated employees may take their face covering off when working in their office alone. Face coverings do not need to be worn outside, regardless of vaccination status. However, employees who are not fully vaccinated are encouraged to wear a face covering outside when six (6) feet of social distancing is not possible. Employees are prohibited from asking other employees and students about their vaccination status, as this is medically confidential information. The District requires that its employees who are exempted from wearing face coverings through an available reasonable accommodation wear an effective non-restrictive alternative, such as a face shield with a drape on the bottom, if their condition or disability permits it.
7. 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 as written in the District's "COVID-19 Prevention Program.
8. 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.
9. 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.
10. 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.
11. Absent the parties negotiating a stipend which is intended as reimbursement for telecommuting expenses, the parties agree to utilize the District's fiscal processes to reimburse Classified Employees for approved work-related expenses incurred while telecommuting during the COVID-19 Pandemic. The District began accepting Classified Employees requests for retroactive

reimbursement for telecommuting supplies, tools, and internet expenses incurred from March 13, 2020, through March 31, 2021 (hereinafter the “Relevant Time Period”). Thereafter, the District will begin reimbursing Classified Employees for internet expenses on a quarterly basis. The guidelines, procedures, and agreements governing Classified Employees telecommuting expense reimbursement by the District are set forth below:

- a) The District will reimburse classified employees for all necessary expenditures for supplies and/or tools while the employee is telecommuting in accordance with the procedures outlined herein. Classified Employees seeking reimbursement for telecommuting supplies and/or tools purchased during the Relevant Time Period will be required to submit to the District a completed Reimbursement Form along with a Purchase Receipt.
 1. **Amounts & Purchase Receipt:** Classified Employees who provide the District with a purchase receipt for item(s) purchased during the Relevant Time Period are eligible for reimbursement of supply or tool expenses incurred up to \$200.00 per item. Reimbursement requests over \$200.00 per item require Vice President of Finance and Administration approval. The maximum total reimbursement amount per Classified Employee is \$500.00. Receipts are required for reimbursement. Classified Employees will have until September 30, 2021 to submit any receipts during the Relevant Time Period.
 2. **Justification of Purchase:** Classified Employees who apply for reimbursement must justify the emergency purchase explaining why they did not obtain the District’s preapproval prior to purchasing a supply or tool. The Reimbursement Form will permit a classified employee to provide justification. Denials will follow the process as outlined in section d) “Denial and Appeals Process.”
 3. **District Ownership of Tools and Supplies:** Tools and Supplies the District reimburses a classified employee, at or above 50% of the total cost of the item, will become District-owned property. The District is solely responsible to account for tools and supplies acquired by classified employee reimbursement. The District will be solely responsible for collecting from classified employees all District-owned property acquired through classified employee reimbursement when classified employee telecommuting ends.
- b) **Internet Reimbursement:** Beginning July 1, 2021, Classified Employees will be permitted to submit quarterly requests for reimbursement for \$35.00 (thirty-five dollars) per each month of internet expenses incurred over the prior three-months. Classified Employees requesting internet expense reimbursement, without monthly invoices, during the Relevant Time Period must provide a completed attestation form, stating that they had sufficient internet to conduct work during the period reimbursement is requested. The attestation form for the prior three months (e.g., July 2021, August 2021, September 2021) must be submitted no later than 30 days after the close of the quarter. The quarterly reimbursement of internet expenses will continue until telecommuting ceases. Employees who were previously reimbursed for internet expenses at a rate below \$35.00 prior to July 1, 2021 shall receive the difference from the amount in which they were reimbursed and \$35.00 for all applicable months.
- c) **Time Period for Repayment:** The District will process all requests for reimbursement via PeopleSoft Payment Request within sixty (60) days of a Classified Employee’s submission to their supervisor of purchase receipts and/or internet bills along with a completed Reimbursement Form. Any denial of a request for reimbursement will also be provided within sixty (60) days of a classified employee’s submission to the supervisor of purchase receipts and/or internet bills along with a completed Reimbursement Form.
- d) **Denial and Appeals Process:** If the District denies or partially approves a Classified Employee’s request for reimbursement, then the District must provide the employee with a written factual description detailing the reasons for the District’s decision. The employee will then have thirty (30) days to appeal the District’s decision by providing a written appeal statement to the appropriate Vice President. A written decision on the appeal will be made

thirty (30) days after the Classified Employee's appeal submission. The District and CCE agree to work in good faith and to not unreasonably withhold reimbursement.

12. All Classified Employees who are 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.
13. Employees who require leave time for qualifying COVID-19 related issues shall have the ability to use COVID-19 Supplemental Paid Sick Leave. The Parties recognize that this a state provided leave that is available to all employees and expires September 30, 2021. The details of COVID-19 Supplemental Paid Sick Leave can be found in the attached document titled 2021 COVID-19 Supplemental Paid Sick Leave.
14. Documentation verifying sick or leave approval shall be suspended pursuant to the San Diego County Health Officer's correspondence dated March 17, 2020.
15. 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). All applicable accrued leaves, in accordance with the CBA, may be used if the employee is unable to perform work. Employees may also use the 2021 COVID-19 Supplemental Paid Sick Leave for purposes of child care, as well as Labor Code Section 233 and 245.
16. 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. Employees may also use the 2021 COVID-19 Supplemental Paid Sick Leave for these purposes.
17. 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."
18. 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 applicable leave.
19. If the operations of the District substantially change due to COVID-19, then the parties will agree to renegotiate based on this circumstance.

20. 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 this MOU, then normal leave procedures will apply.
21. 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.
22. 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. Earned time accrual past the maximum shall stop on December 31, 2021.
23. It is the District's responsibility to direct and prioritize the overall workload and to ensure the proper disposition of work in excess of that which can be accomplished during the regularly assigned and scheduled work hours during the COVID-19 Pandemic. If any employee brings forth an issue of excessive workload, the employee shall address their concern with their immediate supervisor. Immediate supervisors should provide, to the employee, a list of prioritized tasks to help guide the employee's work.
24. Performance evaluations shall be conducted in accordance with Article 18 of the Agreement between the parties
25. Should this MOU conflict with any provisions within the COVID-19 Recovery Plan and the Covid-19 Prevention Plan, the Recovery Plan and Prevention Plan shall control.

This MOU shall remain in effect until December 31, 2021.

Dated: Aug 20, 2021


Anel Gonzalez (Aug 20, 2021 10:11 PDT)

Anel Gonzalez
CCE/AFT #4522 President

Dated: Aug 20, 2021


David Joseph Montoya III (Aug 20, 2021 10:53 PDT)

David Joseph Montoya III
Vice President, Human Resources
District Chief Negotiator









Palomar Return MOU Final

Final Audit Report

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