

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

This Memorandum of Understanding (“MOU”) is entered into by and between the PALOMAR COMMUNITY COLLEGE DISTRICT (“District”) and the PALOMAR COUNCIL OF CLASSIFIED EMPLOYEES, AFT Local #4522 (“CCE”), collectively “the parties” and memorializes agreements between the parties in regards to a new permanent Remote Work Program for employees.

TERMS

I. Remote Work

A. Policy Statement

Remote work is an alternate work arrangement in which an authorized employee may work from an Alternate Worksite instead of commuting to their District Worksite. Remote work is not a universal employee benefit or employee right. The District may grant under appropriate circumstances considering the operational needs of the District and the provisions of this Policy.

The decision to authorize an employee to work remotely is within the District’s sole discretion. Not every job is eligible or adaptable to a remote work arrangement. There is no assurance that a remote work arrangement can be provided or approved by the District. An employee’s participation in remote work is completely voluntary.

B. Definitions

1. **Alternate Worksite:** A designated location other than a District Worksite, usually in the employee’s home, where the employee’s Remote Work Agreement authorizes them to perform job duties and responsibilities.

2. **District Worksite:** The District worksite(s) for an employee is the location of the regular worksite for the employee's position (e.g., the place where the employee would normally work absent a Remote Work Agreement).

3. **District Owned Equipment:** Equipment including but not limited to software, hardware, electronic devices, cell phones, smart phones, tablets, laptops, computers, records, materials, furniture and/or other office equipment owned by the District.

4. **Remote Work:** A work arrangement where an employee performs work for the District at an Alternate Worksite one or more days per week.

C. Employment Relationship

Neither this Policy nor the Remote Work Agreement or the employee’s participation in remote work alters the duties, obligations, responsibilities, or conditions of the employee’s employment with the District. Neither this Policy nor the Remote Work Agreement or the employee’s participation in remote work relieves the employee from the obligation to observe all applicable District rules, policies,

and procedures and those of their department.

All existing terms and conditions of employment, including but not limited to the job/position description, salary, benefits, vacation, sick leave, and overtime remain the same as if the employee worked exclusively at their District Worksite.

The approval, denial, modification, or termination of the Remote Work Agreement is not a grievable issue.

II. Approval Process

A. Eligibility Criteria

Permanent classified employees are eligible for participation in the remote work program. Employees serving in a training capacity or providing a service that must be conducted on campus will not normally be approved to participate in the remote work program on a regular, ongoing basis. Probationary employees and the following classifications may not be eligible for remote work unless approved by the Vice President of Human Resources:

Arborist, Assistant Electrician, Athletic Equipment Assistant, Athletic Equipment Specialist, Athletic /Fitness Center Specialist, Athletic Program Coordinator, Athletic Trainer – Certified, Audio – Visual Technician, Carpenter, Community Service Officer, Custodian I, Custodian II, Dispatcher, Electrician, Facilities Maintenance Technician, Facilities Planning Specialist, Facilities Specialist, Grounds Maintenance Technician, HVAC Technician, Irrigation Specialist, Lead Athletic Trainer – Certified, Lead Carpenter, Lead Community Services Officer, Lead Electrician, Lead Grounds Maintenance technician, Lead Irrigation Specialist, Lead Plumber, Locksmith, Mail services Technician, Painter, Plumber, Police Academy Training Officer, Police Corporal, Police Officer, Print Services Technician, Senior Concrete/Masonry Technician, Senior Grounds Maintenance Technician, Senior HVAC Technician, Senior Irrigation Specialist, Vehicle and Equipment Mechanic, Ventilation and Welding technician, Warehouse Technician.

This list of positions is not exhaustive and the District reserves the right to identify other positions that are not eligible for remote work.

B. Employee Request for Remote Work

Participation in the District remote work program should be based on the ability of the employee to perform tasks that can be completed from remote locations, such as a home office and the supervisor's assessment of the employee's ability to complete those tasks satisfactorily. An employee who wants to work remotely must submit a written request to their immediate supervisor (via email or otherwise). The employee and their immediate supervisor should consider the following before submitting a formal Remote Work Agreement:

1. Job Knowledge: Does the employee have the necessary knowledge to perform the required job tasks at home or does the employee need close supervision or input from others that is only available at the office?

2. Job Characteristics: Does the job lend itself to self-directed activities? Can priorities be easily established? Can the time of the activities be managed effectively by the employee?

3. Task Scheduling: Does the individual already work alone handling information tasks such as thinking, planning, coordinating, writing, reading, analysis, teleconferencing, computer programming, word processing or data entry? Can tasks, which can be completed away from the office, be grouped and scheduled for remote work days? Can staff meetings and conferences be grouped and scheduled for non- remote work days or accommodated through other means (e.g., teleconferencing)?

4. Public/District Contacts: What portion of the job is devoted to face-to-face contact with other departments, students, and the public or internal staff? Can this contact be structured to allow for communication via phone or computer, or grouped into non- remote work days, or can alternatives be established to provide this contact on remote work days?

5. Reference Materials: What portion of the job requires the use of reference materials or resources located in the designated work site? Can these resources be easily taken home for a day or two without interfering with co-workers' job performance? Are these resources available through other means such as a computer accessible library service?

6. Use of Computers: Will response time on computer equipment used at home be fast enough to allow for required productivity? If network access is needed, does the correct connectivity exist? Has the employee completed training for and demonstrated an adequate level of skill in use of the computer and software that will be used for remote work?

7. Special Equipment: What portion of the job relies upon access to photocopiers, fax capabilities or other specialized equipment? Can access be managed to allow employees needs to be met on non-remote work days or can these needs be satisfied at a facility near the employee's remote office.

8. Information Security: What portion of the job uses secured or otherwise confidential information and can the integrity of that information be secured in accordance with information security policies?

The employee's immediate supervisor will consider all relevant factors in determining whether to grant the employee's remote work request.

C. Departmental Review Criteria

The employee's immediate supervisor will consider all requests for remote work on an individual basis utilizing criteria that includes, but is not limited to:

1. The employee's prior work history and demonstration of work qualities and skills ideal for remote work including, but not limited to:

- a. Self-motivated;
- b. Self-disciplined;
- c. Responsive;
- d. Organized;
- e. Productive;
- f. Honest;
- g. Satisfactory communication skills;
- h. Satisfactory time management skills;

- i. Demonstrated conscientious observance of work hours; and
 - j. Demonstrated timeliness in meeting deadlines.
2. The operational needs of the employee's department, program, and the District to support the best interests of students, staff, and the campus community. This may include, but is not limited to, items such as relationship building, culture, process knowledge, etc.;
3. The ability of the employee to perform their specific job duties from a location separate from their District Worksite without diminishing the quantity or quality of the work performed;
4. The portability of the employee's work;
5. The ability to create a functional, reliable, and secure Alternate Worksite for the employee at a reasonable cost;
6. The risk factors associated with performing the employee's job duties from a location separate from their District Worksite;
7. The ability to measure the employee's work performance from a location separate from their District Worksite;
8. Departmental and/or program efficiency and service are not adversely affected;
9. Regular hours to meet departmental needs are maintained;
10. Undue burdens are not placed on other employees or supervisors;
11. The employee's supervisory responsibilities; and
12. The employee's need for supervision.

D. Remote Work Agreement

If the employee's immediate supervisor, the division/department head, and the appropriate Vice President/President determine that the employee is eligible for remote work, the employee must enter into a Remote Work Agreement with the District. If approved, the Agreement will also be signed by the employee's supervisor, the division/department head, and the division Vice President/President. All Remote Work Agreements must be on file in the Human Resources Department.

E. Duration of the Remote Work Agreement

The Remote Work Agreement must contain the approved duration and frequency the employee is authorized for remote work under the Agreement. The duration and frequency of an employee's Remote Work Agreement will be determined by the employee's supervisor and the division/department head according to the operational needs of the District. No employee covered by this Policy shall be authorized to work more than two days a week remotely unless approved in advance by the Vice President of Human Resources.

In order to attend to necessary business operations, all remote work employees shall be called back to report to work onsite for the two weeks prior to the beginning of the fall and spring semesters and the first two weeks of classes. Some positions may be called back to address Summer Session

needs. Remote work schedules may resume as indicated on the signed agreement after that time. If an employee or department has extenuating circumstances for requesting remote work during the call back period, they may be taken into consideration and must be approved in advance by the appropriate administrator and Vice President/President.

A Remote Work Agreement must contain an approved regular and on-going schedule of days/hours of remote work. Approval of an employee's requests for remote work shall be at the sole discretion of the District and remote work may not commence until the employee receives written confirmation from their supervisor that the Remote Work Agreement has been approved.

III. Termination of Remote Work Agreement

A. Termination of the Agreement by District

The District may determine it is no longer in its best interest of the District to continue the remote work arrangement and may terminate the agreement at any time by providing ten (10) business days' notice. A shorter notice may be provided in extenuating circumstances if the District sets forth such reasons for the shorter notice in writing to the employee. The District is not responsible for costs, damages, or losses associated with the termination of the Remote Work Agreement.

B. Termination of the Agreement by Employee

An employee may seek to end the Remote Work Agreement by notifying the supervisor that they would like to discontinue remote work. Employees are required to provide ten (10) business days' notice. The Remote Work Agreement may end sooner if both supervisor and employee agree.

IV. Work Schedule

A. Work Schedule

Participation in remote work does not alter the employee's work schedule or rules governing work schedule in District policies and procedures. The employee's at-home work hours must conform to the schedule approved by their supervisor and must meet the needs of the District. Employees must adhere to their assigned work schedule and perform their work duties as if they are working at their District Worksite.

B. Communication & Accessibility

Employees must be accessible via telephone, email, videoconference, and/or network access to their supervisor and other District employees while working remotely, as if working at their District Worksite. Employees agree to fulfill all duties that require them to be at their District Worksite including, but not limited to, staff meetings, department meetings or activities, collaborations with coworkers, trainings, and interactions with students, other District employees, and the public.

Employees approved for remote work need to be available to report to campus on short notice if necessary for business operations. This may include the requirement to report to campus on a regularly scheduled remote workday. Employees may also be required to report to campus in cases where they do not have internet access, network access, or are experiencing issues that impact their ability to work remotely, such as a loss of power. The District may terminate or modify the Remote Work Agreement if

an employee fails to remain accessible.

C. Scheduled Hours and Overtime

Non-exempt employees must receive written authorization from their supervisor before performing any additional work outside of their assigned schedule while working remotely. This includes working overtime, extra-time, and/or compensatory time. The District will terminate the Remote Work Agreement for any non-exempt employee who fails to secure written authorization before teleworking outside their approved and scheduled work hours.

D. Meals and Rest Breaks

Non-exempt employees must take meal and rest breaks while working remotely, just as they would if they were reporting to work at their District Worksite.

E. Leave

Employees must request sick, vacation and other leaves of absences in accordance with the collective bargaining agreement, District policies, etc. Remote Work cannot be used in place of any type of leave.

V. Work Standards

Employees authorized to perform work at an Alternate Worksite must meet the same standards of professionalism, productivity, and performance expected of District employees at District campuses in terms of job responsibilities, work product, responsiveness, timeliness of assignments, and contact/communication with students, other District employees, and the public.

Employees must continue to be responsible for performance of all job responsibilities required of their position. The employee's supervisor reserves the right to assign work to the employee as necessary at any worksite. Employees must notify their supervisor promptly when unable to perform work assignments because of equipment failure or other unforeseen circumstances.

VI. Alternate Worksite

A. Designated Workspace

The employee's designated Alternate Worksite must be quiet, free of distractions, and with reliable internet and/or wireless access. The employee must maintain the Alternate Worksite in a secure condition in order to preserve the confidentiality of District-related documents and content. The District retains the right to disapprove an employee's selection of a particular Alternate Worksite if the location is not appropriate to maintain the District's standards of professionalism.

Remote work is not a substitute for dependent care. Employees must arrange in advance for any dependent care and other personal responsibilities to ensure that they can work at the Alternate Worksite without adversely affecting normal work duties or professionalism. Employees must be free to perform their job responsibilities during the hours their work schedule requires.

The Alternate Worksite is an extension of the District's Worksite only when used for work. All existing workplace health and safety rules, as well as all existing employment laws, rules, and policies, apply the same as they would for employees reporting to a District Worksite. The District is not

responsible for any injuries to family members, visitors, or other guests at the employee's Alternate Worksite.

B. Equipment

1. District Owned Equipment

District Owned Equipment located at the Alternate Worksite is subject to all laws, District policies and procedures, and other restrictions related to the use of District-owned property. Only the employee working under the Remote Work Agreement may use District Owned Equipment, and this use is limited to purposes related to District business. The employee is responsible for seeing that District Owned Equipment is used properly.

2. Employee Owned Equipment

Employee participation in remote work is completely voluntary. Accordingly, the employee is responsible for the maintenance and repair of their own equipment used for remote work. The District is not liable for damage to employee owned equipment used in remote work or that may result from working remotely. The District is not responsible for operating costs, home maintenance, or any other incidental costs (e.g. utilities, telephone, internet, cell phone, insurance, etc.) associated with the employee working remotely.

3. Technical Support

The District will provide technical support to employees working remotely in the same manner as it provides to all employees for District owned equipment. Employees in need of technical support must bring the District owned equipment to their District Worksite.

In the event of delay in repair or replacement of equipment, resolution of technical issues or any other similar circumstance making it impossible for the employee to work remotely, the employee must work from their District Worksite until the issue is resolved.

VII. Information Security and Recordkeeping

Employees must take reasonable precautions to ensure their devices (e.g. computers, laptops, tablets, smart phones, etc.) are secure before connecting remotely to the District's network and must close or secure all connections to District desktop or system resources (e.g. remote desktop, virtual private network connections, etc.) when not conducting work for the District. Employees must maintain adequate firewall and security protection on all such devices used to conduct District work from the Alternate Worksite.

Employees must safeguard all sensitive and confidential information (both on paper and in electronic form) relating to District work they access from the Alternate Worksite or transport from their District Worksite to the Alternate Worksite. Employees must also take reasonable precautions to prevent third parties from accessing or handling sensitive and confidential information they access from the Alternate Worksite or transport from their District Worksite to the Alternate Worksite (such as family and visitors at the employee's Alternate Worksite).

Employees may not remove confidential or sensitive information from their District Worksite. Confidential and sensitive information may not be electronically accessed, copied, downloaded or

transferred to an unapproved electronic media except as permitted and authorized by established policy and procedure, as needed in the performance of legitimate work responsibilities, and with the express approval of the employee's supervisor or manager.

Employees must return all records, documents, and correspondence to the District at the termination of the Remote Work Agreement or upon request by any District administrator.

VIII. Tax Consequences and Local Zoning Regulations


This Policy makes no representations regarding the tax consequences of the employee working remotely. The employee is responsible for addressing and resolving any questions about the employee's ability to deduct expenses related to remote work. The tax implications of utilizing a home office are the responsibility of the employee.

The employee alone is responsible for conformance with any local zoning regulations.


Miscellaneous Provisions

1. All other terms and conditions of work shall be conducted in accordance with the current collective bargaining agreement.
2. The current hybrid remote agreements shall remain in place for thirty (30) days following their expiration to allow for a transition period. Following this thirty (30) day period, the agreements may be aligned with the provisions of this MOU or rescinded.
3. The provisions of this MOU shall be incorporated into the successor agreement during the next open negotiations period.

Dated: May 31, 2024


Anel Gonzalez (May 31, 2024 07:38 HST)
Anel Gonzalez
CCE/AFT #4522 President

Dated: May 31, 2024


Joseph Sanchez (May 31, 2024 08:44 PDT)
Joseph Sanchez
District Chief Negotiator










CCE Permanent Telework MOU_FINAL

Final Audit Report

2024-05-31

Created:	2024-05-31
By:	Maria Zapien Rangel (mzapienrangel@palomar.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAI4o9ucABvYzxTPimmjWvZ9WDhRGbhzXo

"CCE Permanent Telework MOU_FINAL" History

-  Document created by Maria Zapien Rangel (mzapienrangel@palomar.edu)
2024-05-31 - 1:36:53 PM GMT- IP address: 172.58.210.168
-  Document emailed to Anel Gonzalez (agonzalez@palomar.edu) for signature
2024-05-31 - 1:39:25 PM GMT
-  Document emailed to joseph.sanchez@bbklaw.com for signature
2024-05-31 - 1:39:25 PM GMT
-  Email viewed by joseph.sanchez@bbklaw.com
2024-05-31 - 1:39:37 PM GMT- IP address: 146.75.146.0
-  Signer joseph.sanchez@bbklaw.com entered name at signing as Joseph Sanchez
2024-05-31 - 3:44:14 PM GMT- IP address: 107.77.230.109
-  Document e-signed by Joseph Sanchez (joseph.sanchez@bbklaw.com)
Signature Date: 2024-05-31 - 3:44:16 PM GMT - Time Source: server- IP address: 107.77.230.109
-  Email viewed by Anel Gonzalez (agonzalez@palomar.edu)
2024-05-31 - 5:37:14 PM GMT- IP address: 67.53.201.204
-  Document e-signed by Anel Gonzalez (agonzalez@palomar.edu)
Signature Date: 2024-05-31 - 5:38:18 PM GMT - Time Source: server- IP address: 67.53.201.204
-  Agreement completed.
2024-05-31 - 5:38:18 PM GMT