

**MEMORANDUM OF
UNDERSTANDING BETWEEN
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS NORTH
ORANGE COUNTY COMMUNITY COLLEGE DISTRICT CHAPTER 167
AND
NORTH ORANGE COUNTY COMMUNITY COLLEGE
DISTRICT
February 25, 2021**

**CORONAVIRUS (COVID-19)
PANDEMIC**

This Memorandum of Understanding is entered into between the North Orange County Community College District ("District") and the California School Employees Association and its Chapter 167 ("CSEA") concerning the District's response to the coronavirus (COVID-19) pandemic. On March 5, 2020, Governor Newsom declared a California State of Emergency due to the COVID-19 outbreak and on March 11, 2020, the World Health Organization officially declared the COVID-19 outbreak a pandemic.

The District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its faculty and staff. We 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 with coronavirus. We agree that reasonable continuity of District operations shall be maintained, and reasonable accommodation shall be made for District employees who are impacted by the pandemic.

To these ends, the District and CSEA agree as follows:

- 1) The District will inform CSEA as soon as practicable should it learn of a confirmed coronavirus infection of District employees or students utilizing District facilities. It is understood that privacy rights under HIPAA and CMIA will be maintained. The District will comply with statutory requirements including Cal/OSHA, California Department of Public Health, AB 685 and statutory required notices related to COVID – 19.
- 2) The District will provide information on public hygiene and sanitation to help minimize the spread of the virus. The District will ensure that unit members have the necessary personal protective equipment (PPE) in order to perform their job duties. The District will ensure that its facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer) to the extent such supplies are available. CSEA will cooperate with the District in any necessary public health actions including, but not limited to, those actions recommended by federal, state, and local departments of public health. Unit members shall continue to perform their assigned work absent a reasonable belief that such work poses a risk to their health or safety.
- 3) During any District closure or curtailment of operations, the District may require some unit members determined to be essential to its continued operations to report to work onsite and perform their regular work assignment or work outside of their regular work

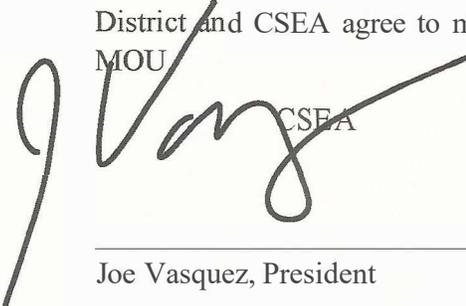
assignment pursuant to Government Code § 3100. Other unit members not required to report to work shall be available subject to direction by the District during their regular scheduled work hours. Unit members are required to respond to emails and telephone calls regularly throughout the day during their regular scheduled work hours.

- 4) Unit members identified as critical infrastructure employees will report to work as directed by their Immediate Management Supervisor. Unit members required to return to work shall report to work within two hours or as directed by the supervisor. Critical infrastructure unit members include, but are not limited to the following: Distance Education, Instructional/Lab Assistants, Campus Safety, IT, Maintenance and Operations, Fiscal, Human Resources, Public Information, Chancellor's Office, and President's Office.
- 5) Critical Infrastructure employees who are physically required to report to work at least three workdays per week, by their Immediate Management Supervisor, at a District site or campus through December 31, 2021 shall receive a ten percent (10%) differential for such time, excluding overtime hours. This differential pay is for onsite work and will be paid only in full hour increments. The classifications of Maintenance and Operations, Campus Safety and Child Development staff are eligible for the 10% differential for such time excluding overtime hours irrespective of the above stated work days requirement. Remote work time will be paid at unit member's regular rate of pay. This differential pay does not apply to those unit members who are not rendering District service on site, requesting to work on site, or simply retrieving items from work. This provision will be re-evaluated if this MOU is extended beyond December 31, 2021.
- 6) Maintenance and Operations shall receive and follow the Center for Disease Control and Prevention (CDC)'s "Environmental Cleaning and Disinfection Recommendations".
- 7) No unit member shall be on District site or campus unless authorized to do so or directed to report to work by their Immediate Management Supervisor.
- 8) Unit members who are required to temporarily telecommute and work remotely through, December 31, 2021, shall receive a monthly \$75.00 stipend for such time in compliance with IRS regulations. This provision will be re-evaluated if this MOU is extended beyond December 31, 2021.
- 9) If a unit member requires equipment while working remotely, they shall coordinate with their Immediate Management Supervisor to check out campus office equipment for home use for the duration of remote work. Unit members may contact IT Help-Desk for virtual support.
- 10) If unit member is required to work out of classification, the unit member shall be paid for the out of class work in accordance with the collective bargaining agreement, Article 16.
- 11) In the event a unit member is exposed to coronavirus or is taken ill with coronavirus, sick leave policies will be liberally construed to encourage the unit member not to infect others by coming to work. Similarly, those unit members with medical proof of susceptibility to the virus should it be detected among students or staff at a facility will be granted leave as liberally as lawfully possible when consistent with the school's operational needs. CSEA will notify its members of the District's commitments but shall not encourage its members to take leave unless there is actually a medical reason.

- 12) If a unit member has COVID-19 health related issues, they may use available regular sick leave, supplemental sick leave, Unpaid leave under the Family Medical Leave Act (“FMLA”) and/or California Family Rights Act (“CFRA”); any additional leaves or rights not mandated by law but provided under contract or by policy or pursuant to a bargaining agreement with represented employees.
- 13) Any unit member who needs to use their own current leave balances as permitted under the collective bargaining agreement shall do so in accordance with Article 15- Leaves. Any unit member who is currently on a leave unrelated to COVID-19 will continue to use his/her accrued leave.
- 14) The parties agree that the District shall have the sole and exclusive right to determine whether a school is closed, maintained as open, or reopened after closure. In the event any District facility is closed, or any District operations are curtailed due to the coronavirus pandemic, unit members will not suffer any loss of pay or benefits relative to their regular schedules for the period of closure or curtailment. Unit members who are not ill will not be required to use paid sick leave or any other form of paid time off during such an eventuality. This paragraph will apply for the duration of this MOU due to any such closure or curtailment; in the event the closure or curtailment extends beyond the duration of this MOU, the District and CSEA will meet and bargain about the issue.
- 15) The parties agree that nothing herein limits the District's authority to exercise its emergency powers as established by law, the applicable collective bargaining contract, board policies, and administrative regulations.
- 16) CSEA will support efforts to maintain funding in connection with the closure of any District facilities due to COVID-19 pandemic.
- 17) The District may need to add additional workdays to this academic year or next year. Should additional workdays or other measures be sought by the District, the parties agree to meet and negotiate concerning the implementation.
- 18) A three day (3)/twelve hour (12) thirty-six (36) + sixteen (16) hour alternative work schedule shall be available to Campus Safety Departments. It is comprised of a (36) hour workweek with four (4), four (4) hour payback shifts which must be worked during each month to receive full pay. If the four (4) hour payback shifts result in the unit member's workweek exceeding forty (40) hours, hours worked in excess forty (40) hours in a week will be compensated as overtime or compensatory time. Shift differentials will remain status quo. Holidays will be granted as compensatory time earned to provide necessary campus coverage.
- 19) During the COVID-19 pandemic, the parties agree to suspend Article 16, Recruitment, Transfer and Promotion (16.2 Transfers, 16.2.1-Voluntary Lateral Transfer and 16.2.2-Involuntary Transfer). These transfers are temporary and shall remain in effect as long as this MOU is in effect or during the term of a mutually agreed upon extension.

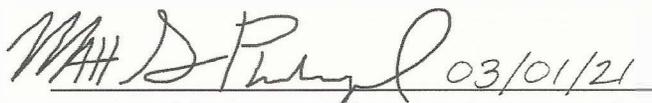
- 20) During the COVID-19 pandemic, the parties agree to suspend Article 19 Unit Member Evaluations section 19.1 Evaluation of Permanent Unit Members. Article 19.2 Evaluation of Probationary Unit Members will continue as outlined in the collective bargaining agreement.
- 21) The District shall make reasonable efforts to accommodate requests by unit members who are parents to deal with a childcare provider or school emergency caused by the COVID-19-related closure consistent with Labor Code §230.8.
- 22) The District and unit members shall follow California Department of Public Health (CDPH) guidance applicable to Community College Districts.
- 23) The District will require all unit members, faculty and students to wear face coverings per CDC guidelines.
- 24) Unit members may report, in writing, any unsafe working condition to their immediate supervisor. The District will promptly take appropriate corrective measures.
- 25) This Memorandum of Understanding shall not be precedent setting nor form any basis for a past practice.

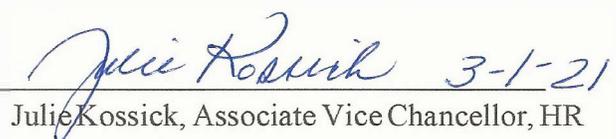
This Memorandum of Understanding is effective March 1, 2021, through December 31, 2021. Should the need for this Memorandum of Understanding extend beyond December 31, 2021, the District and CSEA agree to meet and bargain over an extension of the current provisions in this MOU


CSEA

DISTRICT

Joe Vasquez, President

 03/01/21
Matthew Phutisatayakul, Labor Representative

 3-1-21
Julie Kossick, Associate Vice Chancellor, HR