

Memorandum of Understanding
between
El Camino Community College District
and
the El Camino College Classified Employees,
Local 6142

This Memorandum of Understanding (MOU) is an update of the current MOU dated April 1, 2020 and shall be effective July 1, 2020 through December 31, 2020. This MOU may mutually be revised or extended in writing as necessary. This MOU is entered into to address the continuity of District operations and other educational support services while continuing prudent measures regarding working conditions as campus facilities reopen for staff to return to work onsite.

It is agreed between the El Camino Community College District and the El Camino College Classified Employees (ECCE), during the term of this MOU, to the following:

1. **Campus Re-Opening.** The El Camino Community College District will follow guidance provided by the COVID-19 Task Force at the College regarding reopening protocols for the college campus. The District will implement and publicly communicate protocols set forth by the District's COVID-19 Task Force for the safe re-opening of the campus. All employees will cooperate with the District in following these requirements and protocols during the term of this MOU.
2. **Notification.** The District will continue to inform ECCE as soon as practicable should it learn of a confirmed positive, symptomatic or asymptomatic COVID-19 case on campus pertaining to District employees, students, or community members that have utilized District facilities within 14 calendar days from the date the District has been informed. If the individual has not been on campus for more than 14 calendar days from the date the District has been informed, then no notification will be required. Names of individuals who test positive for COVID-19 shall only be released to the Los Angeles County Department of Public Health, or upon direction from the Los Angeles County Department of Public Health or other authorized agency. Should the 14-calendar day period of presumed infectiousness be revised by the Los Angeles County Department of Public Health, then the District will follow such dates.
3. **Cleaning and Disinfecting.** The District will immediately close affected areas until said areas are cleaned and disinfected with EPA-registered or comparable certified disinfectants that have qualified for use against COVID-19. Information and documentation shall be posted on the COVID-19 webpage for any Classified staff to review. Details regarding campus cleaning practices and facility infection control, including office space cleaning protocols in a shared work environment, will be implemented as recommended by the Los Angeles County Department of Public Health and the COVID-19 Task Force and will be publicly communicated.
4. **Training.** The District will continue to provide Classified staff with training and information regarding COVID-19 for those employees who are required to work on campus. Training materials will be made available for all Classified staff to review on the District's COVID-19 website.

- a. Training will encompass topics such as public health measures, hygiene, sanitation, reopening procedures, and infection control in a shared environment required by the Los Angeles County Department of Public Health and the COVID-19 Task Force to help prevent the spread of the virus on campus.
 - b. The District shall train staff on how to put on, use, remove, and dispose of PPEs.
 - c. The District shall inform staff on how to request additional PPEs and other health and safety supplies.
 - d. Copies of training materials will be maintained by the employee's immediate supervisor and a copy given to the employee upon request if available.
 - e. Signage and other campus communications regarding hand-washing, social distancing, one-way entrances/exits, and face coverings will be posted and communicated to the campus community as required by the Los Angeles County Department of Public Health and the COVID-19 Task Force.
 - f. Managers/Supervisors will be responsible for informing Campus Police and Facilities Management when staff will be working on campus.
5. **Personal Protective Equipment.** The District shall provide required Personal Protective Equipment (PPE) and supplies required to work on-site. This may include, but is not limited to masks, gloves, eye protection, disinfectant, hand soap, hand sanitizer, paper towels, and any other PPE and supplies required by Los Angeles County Department of Public Health. Employee questions regarding available PPE items and supplies will be directed to their immediate supervisor and manager.
6. **Salary and Health Benefits.** Effective July 1, 2020, Classified staff who work from home or on campus shall receive their regular rate of pay for their scheduled work hours. Classified staff shall be provided health benefits in accordance with applicable provisions in the ECCE Collective Bargaining Agreement. Overtime provisions will apply in accordance with the ECCE Collective Bargaining Agreement when applicable.
7. **Work Assignments**
- a. Work From Home: Classified staff who are able to carry out their work duties from home will continue to do so and will be ready and available to receive and respond to questions and requests during their regular workday. Employees will use their own personal devices, such as a cell phone, to be reachable while working remotely from home and reasonable work accommodations will be provided through discussions between the employee and their direct supervisor. Classified staff who need office supplies should discuss such needs with their direct supervisor so that appropriate accommodations or provisions can be arranged. Classified staff who purchase office supplies will not be reimbursed without prior authorization in writing from their direct supervisor.
 - b. Work on Campus: Classified staff who are unable to perform their work duties from home or are required to work on campus by their direct supervisor will be scheduled to return to work on campus in accordance with Section 1.
 - i. **Return to Campus Notice**
Classified staff who receive direction from their immediate supervisor to return to campus for a task-specific or other short-term task, shall be given at least 24-hour notice by their immediate supervisor. Classified staff who receive direction from their

immediate supervisor to return to campus and resume a regular, on-campus work schedule, shall be given at least 5 business days prior notice by their immediate supervisor. Classified staff will be informed by their immediate supervisor regarding any specific check-in protocols.

- ii. **Return to Campus with Work Accommodations**
Employees who receive a notice from their supervisor to return to campus to resume a regular work schedule and who are considered “vulnerable” as defined by the Los Angeles County Department of Public Health shall stay at home and contact in writing the Director of Human Resources at least 3 business days from the date of notice. Employees shall discuss with their healthcare provider accommodations needed to return to campus. Accommodations documented by a healthcare provider shall be forwarded to the Director of Human Resources to initiate an interactive process so that campus work can be accommodated.
- iii. **Unable to Work for Personal Reasons**
Classified staff who are unable to work their assigned shift for personal reasons shall inform their direct supervisor at least 5 business days prior to their scheduled campus return date. Such Classified staff shall either use vacation or unpaid leave.
- c. **Temporary Reassignments**: The District and ECCE acknowledge that Classified staff who are at home on paid administrative leave may be needed to ensure continuity of operations and implementation of campus reopening measures. To that end, Classified staff may be reassigned temporarily in inverse order of seniority to other jobs in a lower or equal pay range, and maintain their regular class pay rate and work schedule. Management and the employee will consult on an alternate placement based on District operational needs. Classified staff who are reassigned to another job will be provided at least 5 business days’ notice unless another number of days is mutually agreed to prior to the job reassignment and will be provided training as needed. Staff will not be evaluated for the time they are working in a reassigned job. The District and ECCE agree to implement job reassignments prior to layoffs.
- d. **Temporary Changes in Work/Shift Schedules for Custodians**: It is anticipated that the District will need to change the work schedules of Custodial employees on a temporary basis to a different work shift depending on class schedules and the work schedules of other employees on campus in order to enhance cleaning services at times when more people are occupying buildings and classrooms. In order to provide for the District to make this change in work hours, the District will first seek volunteers from Custodial staff who are working shifts with the fewest building occupants. Should there not be sufficient volunteers, then the District will assign Custodians in inverse order of seniority. Custodians who are reassigned a different work shift will be provided 5 business days’ notice prior to the reassignment. The District will also notify the ECCE President of the temporary change in work schedules. Work shift reassignments will be for a minimum of five consecutive work days. Custodians assigned to shift reassignments that will last longer than five consecutive work days will be informed of the approximate duration of the reassignment. Night Custodial staff will retain their shift differential pay if they are temporarily reassigned to day shift work.

8. **Leaves.** All leaves shall be taken in accordance with the Collective Bargaining Agreement. The District shall also authorize other types of leave for COVID-19 related absences, including federal leave, HR 6201, also known as the "Families First Coronavirus Response Act." This includes employees with child care or elder care needs. Such employee will be placed on the appropriate leave for their individual circumstance. All options will be explored to ensure employees are granted the proper leaves. Employees wishing to utilize vacation will provide their direct supervisor with prior email notice as soon as practicable.

Employees experiencing symptoms of COVID-19 and seeking a medical diagnosis or have been advised by a health care provider to self-quarantine due to concerns related to COVID-19 shall remain at home and immediately contact the Director of Human Resources to determine the appropriate leave.

9. **Evaluations.** Classified staff who are telecommuting and/or are required to report to work on campus will continue their evaluations as regularly scheduled. Permanent and probationary staff who are on an approved leave will have their evaluation postponed for the term of this MOU or until they are cleared to return to work, whichever is sooner.
10. **No Precedent.** This MOU does not set precedent in future situations nor may it be used as the basis of a past practice by either party. Its terms are limited from July 1, 2020 to December 31, 2020.
11. **Authority to Approve MOU.** It is agreed and understood that based upon the urgent need to adopt this MOU, no ratification shall be required by either the Governing Board or ECCE. During the term of this MOU, any misunderstandings or disagreements concerning the implementation of this MOU may be submitted by ECCE in writing to the appropriate Vice President or designee for review and resolution within 10 business days upon receipt of notification.

Dated: 6/29/20

By: Jane Miyashiro
For District

Dated: 6/29/20

By: David Mussaw
For ECCE, Local 6142