

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

May 23, 2023

This Memorandum of Understanding (“MOU”) was originally entered into by and between the PALOMAR COMMUNITY COLLEGE DISTRICT (“District”) and the PALOMAR COUNCIL OF CLASSIFIED EMPLOYEES, AFT Local #4522 (“CCE”) on February 7, 2023, collectively “the parties” and memorializes agreements between the parties in regards to a voluntary hybrid work program agreement for classified employees. The parties mutually agree to extend the pilot program through December 31, 2023, which will provide for a full year of assessment of the pilot program.

VOLUNTARY HYBRID WORK PILOT PROGRAM AGREEMENT

February 15, 2023- December 31, 2023

PURPOSE

This agreement establishes the terms and conditions of the Voluntary Hybrid Work Program Agreement (“Agreement”). The Voluntary Hybrid Work Pilot Program (“Program”).

Hybrid work is an alternate work arrangement in which an authorized employee may work from an approved alternate worksite instead or in addition to their District worksite. Hybrid work is a voluntary option, which the District may grant for a position in which Hybrid Work is determined to add value to District operations and enhances and prioritizes student success. An eligible classification will need to be approved in advance by the appropriate supervisor, director/manager and divisional Vice President as outlined in the provisions of this Agreement. The decision to authorize an employee to hybrid work is within the District’s sole discretion. Not every position or classification is eligible or adaptable to a hybrid work arrangement. There is no assurance that a hybrid work arrangement will be provided or approved by the District. An employee’s participation in hybrid Work Program is completely voluntary unless it is required during an emergency.

All parties entering into this agreement understand it is a voluntary option and can be cancelled by the District, the direct report supervisor or other District designee, or the employee at any time in accordance with terms and conditions of this MOU.

The parties agree to meet on or before November 1, 2023 to discuss the outcome of the pilot program and possible extension, permanent program, and/or termination of the program.

DEFINITIONS

Alternate Worksite - A designated location other than a District worksite, usually in the employee’s home, where the employee’s Agreement authorizes them to perform job duties and responsibilities. The alternative worksite must meet all safety requirements and be within the designated coverage of workers compensation in California.

District Worksite - The District worksite(s) for an employee is the location of the regular worksite for the employee's position in a space maintained and provided by the District(e.g., the place where the employee would normally work absent a Hybrid Work Agreement).

District Owned Equipment: Equipment including but not limited to software, hardware, electronic devices, tablets, laptops, computers, computer accessories, records, materials, furniture and/or other office equipment owned by the District, which the District allows the employee to use at District and/or Alternate Worksite to conduct work for the District.

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

TERMS

1. **Duration:** This Agreement will be valid only during the pilot period or until canceled by the District, direct report manager, supervisor or other District designee, or the employee, whichever is sooner. The approval, denial, modification, or termination of the hybrid work agreement cannot be grieved.
2. **Eligibility Criteria:** A job function acceptable for Hybrid Work is one that can be performed at a remote site without diminishing the quality of the work or disrupting the productivity of an office. An employee must meet the following criteria to be eligible for Hybrid Work:
 - a. Have the ability to work well with minimal supervision and to independently establish priorities and manage the time to accomplish work duties.
 - b. Have a thorough knowledge and understanding of the job tasks and operations for which they are responsible.
 - c. Have a designated location within their alternate worksite that is conducive to performing their job duties safely.
3. **Approval:** The entirety of this agreement, including all attachments, must be complete for Hybrid Work to be approved. This includes direct report manager or supervisor approval. The Employee's request must be approved by the appropriate direct report manager, supervisor, Administrator and Vice President/President based on business needs and necessary services to students and the campus community. The approved document serves as the agreement between the District and the employee. Human Resources Services will maintain records of all agreements in the employee file.
4. **Termination of Agreement:** The District may discontinue the Agreement at any time with a seven (7) calendar days' notice to the employee. The District is not responsible for costs, damages, or losses associated with the termination of the Hybrid Work Agreement. An employee may seek to end the Agreement by notifying the manager, supervisor that they would like to discontinue hybrid working. Employees are required to provide seven (7) calendar days' notice. The Agreement may end sooner if both the District and employee agree. The agreements will automatically terminate at the end of the pilot program term and may only be extended by a new agreement.


5. **Work Hours:** Work hours, days and location must be specified as part of this Agreement and shall follow regularly scheduled hours and breaks as outlined in Article 11 of the collective bargaining agreement (CBA). Hybrid days shall not exceed 40% of workdays in a week and the hybrid schedule must be consistent and may only be changed by mutual agreement between the employee and their direct supervisor.
6. **Pay and Attendance:** All pay and leave will be based on the employee's official District position. The employee's time and attendance will be recorded as if performing official duties at the District worksite and be in accordance with Article 12 of the CBA.
7. **Meals and Rest Breaks:** Employees must take meal and rest breaks while working off-site, just as they would if they were reporting to work at their District Worksite.
8. **Leave:** Employees must request sick, vacation and other leaves of absence in accordance with the CBA, District policies, etc. Hybrid Working cannot and will not be used in place of any type of leave.
9. **Schedule Hours and Overtime:** Employees must receive written authorization from their direct report manager and/or supervisor before performing any additional work outside of their assigned schedule while hybrid working. This includes working overtime, extra-time, and/or compensatory time. Hybrid Work assignments will require that employees have an established method for timekeeping. The District will terminate the Hybrid Work Agreement for any employee who fails to secure written authorization before Hybrid working outside their approved and scheduled work hours.
10. **Holidays:** Hybrid workdays which fall on a District paid holidays will not be rescheduled unless preapproved by a supervisor.
11. **Security/Confidentiality of Information:** Employees who hybrid work are required to follow all appropriate policies and procedures of the District regarding security and confidentiality of information, including computer data and files security. The employee will apply approved safeguards to protect records from unauthorized disclosure or damage. All records, papers, and correspondence must be safeguarded for their return to the office.
12. **Restricted-Access Materials:** The employee shall not copy, place on another computer, or delete restricted-access materials that are at the campus on-site work location or accessed through the computer, unless approved in advance in writing by the direct report manager, supervisor and Information Services.
13. **District Owned Equipment:** In order to perform their work effectively, employees may use District equipment at the alternate worksite, with the approval of their direct report manager or supervisor. The equipment must be protected against damage and may be used for District work only. District owned equipment will be serviced and maintained by the District. Employees must have all property that is removed from their District workplace documented in accordance with the District Equipment Checkout Policy.

14. **Liability Waiver:** The District will not be liable for damages to the employee's property resulting from participation in the Voluntary Hybrid Work Program.
15. **Cost:** Employees who hybrid work are expected to provide any necessary hardware and Internet/mobile phone services required to connect to District information sources. The District will not be responsible for operating costs, home maintenance, mileage, or any other incidental costs (e.g., Internet/ mobile phone services or utilities), associated with the use of the employee's alternate location.
16. **Workers' Compensation:** The employee is covered by Workers' Compensation if injured in the course of performing official duties at the alternate worksite. If an employee incurs a work-related injury while hybrid working, workers' compensation laws and rules apply just as they would if such an injury occurs at the district worksite. Employees must notify their direct report manager, supervisor immediately and complete all necessary and/or management-requested documents regarding the injury.
17. **Work Assignment:** Work Assignments will be provided by the direct report manager, supervisor and can be communicated in person, by phone, and by email. The frequency of meetings with the direct report manager, supervisor on the District worksite is at the direct report manager, supervisor's discretion. The employee will complete all assigned work according to procedures determined by the supervisor. Assignments will include use of District systems (such as Canvas, Zoom, etc.) and may include live interactions via Zoom, Microsoft Teams, or other systems as directed.
18. **Dependent Care:** Hybrid 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, productivity, or professionalism. Employees must be free to perform their job responsibilities during the hours their work schedule requires.
19. **Employee Rights/Collective Bargaining Agreement:** Employee rights provided for in the employee's Collective Bargaining Agreement are not affected by participation in the Voluntary Hybrid Work Program. None of the rights or benefits provided under the employee's Collective Bargaining Agreement are enhanced or abridged by the policy and guidelines of the Voluntary Hybrid Work Program. The implementation of the hybrid work option, as defined herein, should not be construed to change, or alter personnel management practices, such as rest periods, leave time, holidays and pay, as contained in applicable Collective Bargaining Agreement provisions or related law or rule. All forms of telecommuting imply an employer-employee relationship with the employee receiving the same benefits and incurring the same responsibilities as a non-telecommuting employee.
20. **Performance Standards and Evaluation:** Performance standards and employee accountability for quantity and quality of their work will not change due to participation in the Program. As in "regular" office assignments, direct report manager, supervisor and

employees must discuss and understand what it is that is expected to be produced during hybrid work and when it is due. The evaluation of the employee's job performance will be based on established standards. Attachment 1 *Work Performance Expectations* outlines the work performance expectations of the alternate worksite assignment. By signing this Agreement, the employee understands and agrees to satisfactorily meet the performance expectations as provided. Generally, employees shall be available for direct communication with their supervisor, and other employees as needed, during the assigned work hours.


21. **Compliance with District Policies:** All District Policies will be in place during on-site work and hybrid work. The Hybrid Work Agreement does not alter the duties, obligations, responsibilities, or conditions of the employee's employment with the District. Neither the Hybrid Work Agreement or the employee's participation in hybrid work relieves the employee from the obligation to observe all applicable District, policies, and procedures and those of their department.
22. **Sick/Vacation Leave:** If participants in the Agreement are sick and unable to work in their alternate worksite, they are required to report those absences and follow call-out and absence procedures when they are unable to work as they would in a District work setting. All use of vacation, compensatory time off, sick leave, or any other type of leave is subject to approval by the employee's direct report manager, supervisor.
23. **No Contract:** This Agreement, its attachments and any revisions are not contracts or promises of employment. Nothing in this Agreement guarantees employment for any specific term.
24. **Legal and Tax Implications:** The employee shall be responsible for considering and addressing any personal income tax issues relating to this Agreement, including without limitation issues relating to the employee's ability to deduct expenses related to telecommuting.

Dated: May 31, 2023


Anel Gonzalez (May 31, 2023 10:32 PDT)

Anel Gonzalez
CCE/AFT #4522 President

Dated: May 31, 2023


Joseph Sanchez (May 31, 2023 12:46 PDT)

Joseph Sanchez
District Chief Negotiator

ATTACHMENT 1
PILOT VOLUNTARY HYBRID WORK PILOT PROGRAM
AGREEMENT FORM

February 15, 2023- December 31, 2023

Employee Name: _____ Employee ID: _____

Classification: _____ Department: _____

Telecommuting Site address: _____

Work Email: _____ Phone #: _____

Hybrid Work Start date: _____ End date: _____ (not to exceed 12/31/2023)

Hybrid Work Schedule

Mark the days that you are scheduled to work at the Alternate Worksite and the days you are scheduled to work at your assigned regular District worksite. If your hybrid work hours are different from your assigned onsite 1 work hours, list them below. Work hours will be in accordance with Collective Bargaining provision(s). Hybrid days shall not exceed 40% of workdays in a week and the hybrid schedule must be consistent and may only be changed by mutual agreement between the employee and their direct supervisor.

Weekly Work Schedule Hours and Location – Must adhere to Article 11 of the CBA

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Location							
Start							
End							

By signing this Agreement, all parties acknowledges that they have received, read, and understood the Agreement.

Employee Signature

Date

Manager/Director Signature

Date

Supervisor Signature

Date

Vice President Signature

Date

Cc: Employee Personnel file

**PILOT VOLUNTARY HYBRID WORK PILOT PROGRAM
AGREEMENT FORM**

Hybrid Work Performance Expectations

[EMPLOYEE NAME] agrees to perform all functions of their position in a satisfactory manner for the period of this Agreement from the effective date of **[START DATE]** to the ending date of **[END DATE]**.

Employees must be accessible via telephone, email, videoconference, and/or network access to their direct report manager, supervisor and other District employees while hybrid working, 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 hybrid work need to be available to report to campus with a twenty-four (24) hours' notice if necessary for business operations. This may include the requirement to report to campus on a regularly scheduled hybrid 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. If a scheduled day off (Holiday, Vacation Day, etc.) occurs on the hybrid work-day, the hybrid day may only be switched with mutual agreement. The District may terminate or modify the Agreement if an employee fails to remain accessible.

The following is a list of additional expectations while telecommuting:

Other Expectations:

1. Employee shall make reasonable efforts to keep their camera on for all virtual meetings.
2. Employee shall be accessible and respond promptly during scheduled workhours.
3. _____
4. _____
5. _____

Employee Signature

Date

Supervisor Signature

Date

**PILOT VOLUNTARY HYBRID WORK PILOT PROGRAM
AGREEMENT FORM**

EQUIPMENT CHECKLIST AND RESPONSIBILITIES FOR HYBRID WORKERS

1. The District will provide technical support to hybrid working employees in the same manner as it provides to all employees for District owned equipment. Employees in need of technical support must bring the 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 telework, the employee must work from their District Worksite until the issue is resolved.
2. The District will repair or replace, if practical, lost, damaged, or stolen District equipment provided the employee has taken appropriate precautions to safeguard the equipment.
3. Employees must return District-provided equipment to the District and guarantee to erase District software on their personal computers when requested by their direct report manager, supervisor or when employment is terminated. Software provided by the District remains the property of the District. Any software provided by District shall be returned at the end of the Agreement or upon termination of employment.
4. Employees may not use District -provided equipment or use or duplicate District software for personal use or allow non-District personnel to use it. Employee-owned equipment can only be used subject to direct report manager, supervisor approval. Passwords may not be stored on employee-owned equipment and security measures must be initiated whenever the computer is left unattended.
5. As appropriate, an employee may have access to the District communication network, including electronic mail, calendar and/or telephone contact between the employee and direct report manager, supervisor. The extent of this access can vary.
6. If the employee is using personal computer equipment for telecommuting, the hardware and software must be compatible with District configuration.
7. Expenses for the employee's equipment and work site (e.g., maintenance, repair, insurance) are the employee's responsibility.
8. The employee shall release the District from any and all liability resulting from the use of their own computer.
9. Employees shall comply with computer software licensing agreements, District policy and federal laws, including copyright and patent laws.

10. Use of District -provided software and data supplies at a remote work location is limited to the authorized employee and is preapproved for purposes related to District business only.
11. Products, documents, and other records used and/or developed while working under the Agreement will remain the property of, and be available to, the District.
12. Upon termination of the Agreement, the employee will immediately return all District property.

If technology equipment is required, please submit your request using the following form:

Technology Equipment Request Form

HOME SAFETY CHECKLIST FOR HYBRID WORKERS

Employees who work at home must keep their home offices in a business-like manner, and as clean and free from hazards as their regular District worksite, in order to minimize the chance of accidents. The home must be in compliance with all building codes and must be free of hazardous materials. Employees are responsible for ensuring their homes comply with these health and safety requirements.

To assist in assessing the overall safety of your home office, please answer the following questions by placing a checkmark in the appropriate column. This document will not be processed unless there is a checkmark next to each item.

HAZARD ASSESSMENT	Yes/No
The employees agrees to maintain a clearly defined workspace that is clean, free from distractions and obstructions, and is in ergonomically sound condition. A virtual ergonomic assessment may be provided upon request. The employee is solely responsible for creating an ergonomically sound alternate worksite.	
The work area is adequately illuminated with lighting directed toward the site or behind the line of vision, not in front or above it.	
Supplies and equipment (both District and employee-owned) are in good condition	
The area is well ventilated	
Storage is organized to minimize risks of fire and spontaneous combustion	
All extension cords have grounding conductors	
Exposed or frayed wiring and cords are repaired or replaced immediately upon detection	
Electrical enclosures (switches, outlets, receptacles, and junction boxes) have tight fitting covers or plates	
Surge protectors are used for computers, fax machines and printers	

Desk, chair, computer, and all other equipment used for telecommuting are of appropriate design and arranged to eliminate strain on all parts of the body	
A user-friendly workstation and other resources for easy reference are ready at the alternative work site.	
Emergency phone numbers (hospital, fire, police) are posted near the workstation	
A first aid kit is easily accessible and replenished as needed	
Portable fire extinguishers are easily accessible and serviced as required by law	
An earthquake preparedness kit is easily accessible and maintained in readiness	

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.

Self Attestation:

I have reviewed the above and agree that all applicable areas are complied with both the equipment and home requirements to perform this position. I further agree that should any injury occur during the performance of my work at the alternate site, I will report it immediately to my supervisor. Should it be identified that I am unable to perform work at the alternate site by meeting the requirements above that I may be required to return to on-site work immediately. The District does not assume responsibility for any unsafe conditions the employee has affirmatively stated are compliant with this Agreement. **[EMPLOYEE INITIALS]**

I have read and understand the District's Hybrid Work Program requirements and agree to abide by the items outlined within the MOU. **[EMPLOYEE INITIALS]**

Employee Signature

Date










Voluntary Hybrid Pilot Work Agreement MOU-Extension May 2023_FINAL

Final Audit Report

2023-05-31

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