

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

March 4, 2022

COVID-19 Re-population of Campuses

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 as students and employees move toward a complete re-population of the District’s main campus and its education centers.

To these ends, 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 no less than 10 working days’ notice. 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 which the District shall strictly enforce. The District's COVID-19 Recovery Plan can be accessed [HERE](#).
5. In accordance with the Recovery Plan, the College is requiring all employees to submit their proof vaccination status or submission of a medical or religious exemption. This must be completed and submitted to Human Resources at benefits@palomar.edu while the District Vaccination Immunization Plan is in effect, the Plan can be accessed [HERE](#).
6. 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".
7. 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.
8. Telecommuting employees are expected to abide by all District and departmental policies and procedures as identified in the District's Telecommunication agreement (access by clicking [HERE](#)) 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.
9. 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.
10. All Classified Employees who are at higher risk for serious illness from COVID-19 may request to go through the ADA interactive process to determine any reasonable accommodation that may be available.
11. 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 is a state provided leave that is available to all employees and takes effect February 19, 2022 and is being retroactively applied to January 1, 2022 and expires September 30, 2022. The details of COVID-19 Supplemental Paid Sick Leave can be found by clicking [HERE](#).


12. 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 COVID-19 Supplemental Paid Sick Leave for purposes of child care, if the childcare facility is shut down due to COVID-19 related reasons. Please see link provided in Section 11 for additional information on COVID-19 Supplemental Paid Sick Leave.
13. Effective January 1, 2022, 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, or if the employee has contracted 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 three (3) weeks for any qualifying reason outlined in this MOU. Employees have a maximum cap of 3 weeks, or 120 hours in total. Federal or state leaves, such as exclusion pay or COVID-19 Supplemental Paid Sick Leave, may run concurrently with this leave. Leave as outlined above will require appropriate documentation for use of leave (e.g., doctor's note, positive test results, etc.).
14. 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."
15. 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 other than non-compliance with District policy.
16. If the operations of the District substantially change due to COVID-19, then the parties will agree to renegotiate based on this circumstance. 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.
17. 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 the date the campus opens for onsite operations, February 22nd, 2022. Any accruals past the maximum must be used by December 31, 2022. The District shall work with employees who have vacation accruals past the maximum to ensure a plan is developed that facilitates their utilization of this vacation leave prior to the end of the calendar year.
18. 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.

19. Performance evaluations shall be conducted in accordance with Article 18 of the Agreement between the parties.
20. 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, 2022 and may be extended by the parties through written mutual agreement.

Dated: Mar 8, 2022


Anel Gonzalez (Mar 8, 2022 10:09 PST)

Anel Gonzalez
CCE/AFT #4522 President

Dated: Mar 8, 2022


David Joseph Montoya III (Mar 8, 2022 15:44 PST)

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









Palomar CCE COVID-19 Re-Population MOU-Final

Final Audit Report

2022-03-08

Created:	2022-03-07
By:	Maria Zapien Rangel (mzapienrangel@palomar.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhqeLs57SRe54yHk21UE_9C5_BO4j3fB5

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-  Document created by Maria Zapien Rangel (mzapienrangel@palomar.edu)
2022-03-07 - 9:28:21 PM GMT- IP address: 205.153.156.222
-  Document emailed to David Joseph Montoya III (dmontoya@palomar.edu) for signature
2022-03-07 - 9:29:24 PM GMT
-  Document emailed to Anel Gonzalez (agonzalez@palomar.edu) for signature
2022-03-07 - 9:29:24 PM GMT
-  Email viewed by Anel Gonzalez (agonzalez@palomar.edu)
2022-03-08 - 6:05:57 PM GMT- IP address: 205.153.156.222
-  Document e-signed by Anel Gonzalez (agonzalez@palomar.edu)
Signature Date: 2022-03-08 - 6:09:09 PM GMT - Time Source: server- IP address: 205.153.156.222
-  Email viewed by David Joseph Montoya III (dmontoya@palomar.edu)
2022-03-08 - 11:42:45 PM GMT- IP address: 104.47.56.126
-  Document e-signed by David Joseph Montoya III (dmontoya@palomar.edu)
Signature Date: 2022-03-08 - 11:44:53 PM GMT - Time Source: server- IP address: 205.153.156.222
-  Agreement completed.
2022-03-08 - 11:44:53 PM GMT