

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

This Memorandum of Understanding (MOU) is entered into to provide the option for remote work/telecommuting. This MOU shall be effective June 11, 2022 through December 22, 2022. This MOU may be mutually revised or extended in writing as necessary. This MOU is entered into regarding prudent measures to address working conditions during the reopening of operations and other educational support per Governor Newsom's COVID-related orders.

The Governor's Orders. The District and El Camino Classified Employees (ECCE) will continue to support Governor Newsom's current COVID-related orders that are applicable to the District.

1. **Remote Work / Telecommuting defined.** Remote work (telecommuting) is defined as working from home or some other remote location up to three full or partial days per week (or certain days per month) on a regular basis. It is also recognized that some of the work in certain classifications may be effectively performed through remote work while other classifications remote work is not reasonably feasible. Employees who have an approved remote work schedule are expected to perform their normal working hours in a work-ready status.
2. **Submitting requests to work remotely/telecommute.** Unit members who believe they are able to carry out all or a majority of their work duties from home shall submit a written request to work remotely/telecommute to their immediate supervisor with a proposed hybrid telecommuting schedule by May 30, 2022 for the term of this MOU. The immediate supervisor shall give reasonable consideration based upon the needs of the District and/or department to the request and will provide a written response within 10 business days.
 - a. **Approval of the Initial Remote Work Schedule As Submitted.** If the proposed schedule to work remotely is approved by the immediate supervisor, then the immediate supervisor will provide written approval.
 - b. **Approval of the Initial Remote Work Schedule with Changes.** If the proposed schedule is approved with changes, the immediate supervisor will provide the finalized work schedule specifying in writing which days and hours per week are approved for telecommuting. The immediate supervisor will meet with staff to review and discuss schedules. A confirming email will be sent by the supervisor regarding changes to schedules.
 - c. **Denial of the Proposed Remote Work Schedule.** If the request to work remotely is denied, the employee may appeal to the immediate supervisor's dean, director, or manager for further consideration. If the appeal is denied, a written statement as to the reason for the denial will be provided to the employee within 10 business days.

3. **Changes to remote schedule.**

- a. A long-term change (a change lasting more than 10 business days) to the approved schedule may be made in consultation between employee and immediate supervisor and with a minimum of five (5) business days prior notice to the employee, unless a shorter notice is mutually agreed to. The immediate supervisor will meet with staff to review long-term changes to schedule. A confirming email will be sent by the supervisor regarding changes to schedules. It is the intent of a long-term change not to occur in combination with or during a temporary change of schedule.

- b. A temporary change (a change lasting 10 business days or less) of the schedule may be made by the immediate supervisor due to COVID-related absences, vacations, or resignations/terminations, or other staff absences with a minimum of two (2) business days prior notice. Supervisors should make every attempt to rotate staff and limit the number of temporary changes in the duration of this MOU.

4. **Required to Quarantine.** If an employee is required to quarantine by their physician, World Back To Work, or a duly constituted governmental authority, then the following grid details work expectations.

Approved for Remote Work	Showing COVID-related Symptoms	Quarantine Leave	Work Expectation
Yes	Yes	Yes	Employee stays home for the required isolation time and remains duty-free.
No	No	Yes	Employee stays home for the required isolation time and will be reachable to respond to brief questions by phone during scheduled work hours.
No	Yes	Yes	Employee stays home for the required isolation time and remains duty-free.
Yes	No	See work expectation.	Employee stays home for the required isolation time and works on scheduled remote work days, unless another schedule is mutually agreed to.

5. **Equipment and Supplies.** Employees who are telecommuting will be provided with a District-owned computer and office supplies, subject to availability. Internet service and other applicable utilities shall be the responsibility of the employee. Classified staff who purchase office supplies without prior approval shall not be reimbursed.
6. **Internet.** Employees whose internet service is anticipated to be interrupted for more than four hours shall immediately make arrangements with their immediate supervisor to:
- a. Work from an alternate device and internet connection. OR
 - b. Return to campus.

If the employee's internet service is regularly interrupted, it may be deemed unreliable, which may be grounds for revocation of their telecommuting schedule. In this case, the immediate supervisor will have a meeting with the employee to discuss.

7. **Overtime.** Nothing in this MOU authorizes overtime without prior approval of the supervisor.
8. **ADA Accommodations.** Requests for reasonable accommodations under the Americans with Disabilities Act (ADA) will be submitted to the District's ADA Compliance Officer.
9. **Precedent.** This MOU does not set precedent in future situations nor may it be used as the basis for a past practice by either party.

It is agreed on this day, May 20, 2022, by the following representatives:

El Camino Classified Employees,
Local 6142, CFT, AFT, AFL-CIO

Roy Dietz
Roy Dietz

El Camino Community
College District

Jane Miyashiro
Jane Miyashiro