

Memorandum of Understanding #4  
between  
El Camino Community College District  
and  
the El Camino Classified Employees, Local 6142

This Memorandum of Understanding (MOU) is an update of the current MOU dated December 8, 2020, and shall be effective July 26, 2021 through December 31, 2021. This MOU may be mutually revised or extended in writing as necessary. This MOU is entered into to address the working conditions as campus facilities reopen for classified unit members to return to work onsite.

**Public Health Orders.** The District and ECCE will continue to support LA County Department of Public Health (LACDPH) and California Division of Occupational Safety and Health (Cal/OSHA) health orders that are applicable to the District. As of June 15, 2021, LACDPH has determined the District may reopen with specific safety measures in place.

- 1. Campus Reopening.** The District will continue to follow requirements from the Los Angeles County Department of Public Health (LACDPH) and California Division of Occupational Safety and Health and related State of California requirements applicable to Los Angeles County regarding the safe reopening of campus facilities. These requirements and updates/revisions will be posted on the District's COVID-19 Taskforce website (<https://www.elcamino.edu/notices/coronavirus/docs/Campus-Reopening-Safety-Plan.pdf>). The District shall inform employees when changes have been made to the Campus Reopening Safety Plan, per Section 5 "Communication with All Stakeholders" of the Campus Reopening Safety Plan. All employees will cooperate with the District in following these requirements during the term of this MOU.
- 2. Notification of COVID Cases and Affected Areas.** The District will continue to inform all employees who were at the same affected district worksite within the time required by Los Angeles County Department of Public Health or Cal/OSHA should it learn of a confirmed positive, symptomatic or asymptomatic COVID-19 case 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 LACDPH, or upon direction from the LACDPH or other authorized agency. Should the 14-calendar day period of presumed infectiousness be revised by the LACDPH, then the District will follow such revisions.
- 3. Cleaning and Disinfecting.**
  - a.** The District will continue to immediately close COVID-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 emailed to all Classified staff. 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 LACDPH and Cal/OSHA and will be publicly communicated.

- b. Non-custodial staff whose work areas are closed for COVID cleaning/disinfecting shall be provided with an alternate work space on campus or at home. If no other space is available, employees shall be sent home with Administrative Leave Pay until work can be resumed.
  - c. Managers will host a virtual pre-return meeting with their employees to review and discuss department protocols for cleaning and address any health/safety concerns raised by employees regarding work on campus.
    - i. If Classified employees believe their assigned cleaning is extensive and cumbersome, they should contact their immediate manager/supervisor to discuss.
    - ii. This assigned cleaning shall be temporary and do not set a precedent or past practice for employees' duties.
  - d. Only staff who are regularly assigned custodial duties and have been properly trained in COVID cleaning protocols shall be assigned to clean and disinfect COVID-affected areas. This provision is subject to the authorizations provided in the current collective bargaining agreement at Article 20, Section 6(b).
4. **Training.** The District will continue to provide Classified staff with training and information regarding COVID-19. 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 Cal/OSHA 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.
  - 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 Cal/OSHA.
  - f. Managers/supervisors shall inform employees of the protocol for handling/reporting anyone who is non-compliant with campus COVID-19 mandates.
5. **Personal Protective Equipment.** The District shall continue to 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 and Cal/OSHA. Employee questions regarding available PPE items and supplies will be directed to their immediate supervisor and manager.

## **6. Recognition Stipend**

In recognition of every Classified unit member's contribution to the continuation of District operations during the COVID-19 pandemic, the District shall award the following recognition stipends:

- a.** Full-time unit members shall receive a one-time stipend of \$1,500. To be eligible for this stipend, the Classified employee (i) shall be employed as of June 30, 2021 and (ii) have been employed by the District full-time (173.33 hours per month) throughout the period from February 1, 2021 through June 30, 2021.
- b.** Unit members employed less than full-time shall receive a prorated stipend based upon cumulative hours worked from February 1, 2021 through June 30, 2021. The proration shall be based on 173.33 hours per month.
- c.** Should there be a recognition stipend (or other COVID-related stipend) that is awarded to another unit (any employee group) that is effective during the term of this MOU and the stipend is for a greater dollar amount per employee than provided in section 6a, then the District and ECCE at the request of either party will return to negotiations regarding this greater amount. Any such request to reopen negotiations shall be made by either party prior to January 1, 2022.
- d.** It is anticipated that these stipends shall be paid within 60 calendar days of the date of this signed MOU, subject to processing payment through LACOE. Stipends shall be subject to applicable tax deductions.

## **7. Work Assignments**

- a.** Work on Campus: Those unit members who are currently working on campus will continue to do so during the term of this MOU unless approved for telecommuting per paragraph b. below. It is anticipated that many unit members currently telecommuting will return to working on campus commencing August 9, 2021, unless continued or approved for telecommuting or already scheduled to work on campus.
  - i.** Return to Campus Notice: Supervisors shall give employees at least a 14- calendar day notice in writing to return to their regular (or newly established hybrid), on campus assignments and shifts. Unit members who are currently working on campus will continue to do so unless otherwise notified by their supervisor.
  - ii.** Return to Campus with Accommodations: Classified staff needing ADA accommodations to return to work on campus shall contact the ADA Compliance Officer as soon as practicable to begin the interactive process.
  - iii.** Guidelines for Reporting to Work: The District shall inform employees of any check-in protocols for reporting to work on campus.
  - iv.** In emergency situations, remote work may be mandated by the District due to medical, disaster, or other emergencies necessitating a campus closure or operational change. In this case, the District and ECCE shall meet to negotiate those working conditions.
  - v.** Masks/Face Coverings and Social Distance: The District shall continue to comply with applicable COVID-19 health and safety requirements and recommendations from LACDPH and Cal/OSHA pertaining to masks/face coverings and social distancing. The District will maintain current mask and social distancing signage. The District will also maintain a level of readiness to discuss changed requirements / recommendations with the ECCE designated representative prior to communicating these changes campus-wide. As long as masks are required, employees shall be entitled to mask breaks during work hours. Flexible mask breaks will be scheduled with the supervisor as part of the

regular rest period. Employees who work on campus may request and will be provided masks and other specialized PPE. The Americans with Disabilities Act mandates require that accommodations be provided to staff who have disabilities.

**b.** Work from Home (Telecommute): Unit members who believe they are able to carry out all or some of their work duties from home shall submit an email request to telecommute to their immediate supervisor for a full or hybrid telecommuting schedule. The immediate supervisor shall give reasonable consideration to the request and will provide a written response within 10 business days. If approved, the immediate supervisor will specify in writing which days and hours per week are approved for telecommuting. The approval shall be in effect up to December 31, 2021 (unless a modified request is submitted by the employee). If denied, the employee may appeal to the immediate supervisor's dean, director, or manager for further consideration. If denied, a written statement as to the reason for the denial will be provided to the employee within 10 business days of the decision.

1. Employees who are telecommuting shall be provided with a District-owned computer and office supplies. 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.
2. Requests for ergonomic equipment shall be submitted to the Safety and Health office.
3. Employees' whose internet service is anticipated to be interrupted for more than four hours shall immediately make arrangements with their immediate supervisor to:
  - i. Work from an alternate device and internet connection.
  - ii. Make up the time once service is restored.
  - iii. Return to campus if service is expected to be interrupted for more than one business day.
    - a. The employee may choose to use vacation or comp time until service is restored.
  - iv. Nothing in this paragraph authorizes overtime without prior approval of the supervisor.

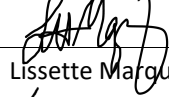
If the employee's internet service is regularly interrupted, it may be deemed unreliable, which may be grounds for revocation of their telecommuting schedule. In this case, the immediate supervisor will have a meeting with the employee to discuss.

8. **Ventilation.** The District shall provide by August 1, 2021 ventilation or portable air purification systems to move and clean air in utilized work areas as required by applicable requirements of Cal/OSHA and LACDPH.
9. **COVID Vaccines.** In the event the District requires a COVID vaccination in order to work on campus, the District and ECCE agree to meet to negotiate the terms of such policy.

- 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 26, 2021 until December 31, 2021.
- 11. Authority to Approve MOU.** It is agreed and understood that based on the urgent need to adopt this MOU, no ratification shall be required by either the Board of Trustees or ECCE. During the term of this MOU, any misunderstanding 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.

It is agreed on this day, July 26, 2021, by the following representatives:

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

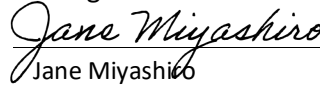


Lissette Marquez, Co-Chief Negotiator



Lavonne Plum, Co-Chief Negotiator

El Camino Community  
College District



Jane Miyashiro

Additional ECCE Team Members:

Roy Dietz  
Ricardo Gonzalez  
Patrick Grant  
Brian Hayden  
Ahrien Johnson (CFT)