

**MEMORANDUM OF UNDERSTANDING
BETWEEN
LONG BEACH COMMUNITY COLLEGE DISTRICT AND LBCCE/AFT/AFL-CIO
COVID-19/Coronavirus Emergency Response**

March 16, 2020

1. The District is currently identifying staff positions which will temporarily transition to working remotely effective March 18th. The anticipated date of return to normal campus operations is April 13th, however, the parties understand this date may change as the COVID-19 emergency response continues to evolve. Some staff will be designated as Essential by the District and will be expected to report to the campus worksite.

Those staff members who are directed to work at the campus worksites shall receive a 5% (five percent) differential for such time. Remote work time will be paid at staff's regular rate.

2. Members shall consult with their supervisors to ensure appropriate arrangements are in place and made to ensure a successful temporary transition to working remotely.
3. During the COVID-19 emergency response and temporary transition to working remotely, the parties agree to suspend evaluations as required under contract.
4. If there is no worksite or remote assignment, the employee will be placed on paid administrative leave.
5. The District shall take reasonable efforts to accommodate requests by employees who are parents to deal with their childcare provider or an emergency at their child's school caused by COVID-19-related closure consistent with Labor Code section 230.8. This includes use of any personal leave and other accrued leaves.
6. Employees under personal quarantine by order of local, state, or federal authorities, whether because of their own illness or on account of others, shall be paid for such period of quarantine as is required in the exigencies of the case. See Article XIII – Leaves 12. Quarantine.
7. The District will train its employees in the public health measures, hygiene and sanitation, to help prevent the spread of the virus (COVID-19) and will ensure that its facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, and hand sanitizer) to the extent such supplies are available. The AFT Union will cooperate with the District in any necessary public health actions, including to those actions recommended by the Federal, State and Local Departments of Public Health. Employees shall continue to perform their assigned work absent a reasonable belief that such work poses a risk to health or safety.
8. If an employee elects to remain at home for reasons other than illness while the work site is open, the employee must use their own current leave balances as permitted and directed under the CBA. The parties agree to the attached Leave Tracking Authorization to be completed by staff members affected.

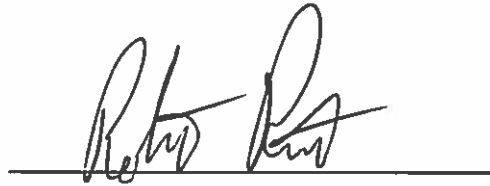
9. This MOU does not set a precedent for any purpose.

10. If the need for this MOU as it is related to COVID-19 extends beyond June 30, 2020, AFT will renegotiate this agreement for the 2020-2021 school year based on the continuity of state funding for the closure.

LONG BEACH COMMUNITY COLLEGE DISTRICT



GENE DURAND
Vice President,
Human Resources



ROBERT REMETA
President,
LBCCE/AFT

Temporary Modification of Assignment due to Sick Leave

LEAVE TRACKING AUTHORIZATION

During the possibility of a pandemic, the District is offering temporary accommodations for employees who are sick and need to or are directed to go home to help prevent the disease from spreading. This is a temporary accommodation that may be implemented by the District as needed.

Employee Name: _____

Department: _____

Leave begin date: _____

Leave return date: _____

Options Available (**circle one**)

- A) Use my current sick leave balance
- B) Use comp time or vacation time balances
- C) Make up time upon return to work (maximum 48 for Classified/Confidential and maximum 24 hours for Short-term hourly)
- D) Borrow hours from 2020-2021 (maximum 48 for Classified/Confidential and maximum 24 hours for Short-term hourly)
- E) Extended leave 1/2 pay
- F) Work from home (to be arranged with direct manager)

I, _____, hereby authorize Long Beach CountyCommunity College District to process my leave of absence as indicated above.

If Option A or B:

- In the event that my leave is exhausted during the pandemic, I hereby authorize the District to process my leave in accordance with option _____ (C,D, or F) above.

If Option C & D:

- I further agree that, in the event I separate from employment with the college prior to the full repayment of the total amount set forth above, the District may withhold the remaining amount owed from my final pay.

If Option F:

- Employee has responsibility for maintaining the security and confidentiality of District files, data and other information that are in the off-site work place.
- District will not reimburse the staff member for the cost of off-site related expenses such internet connection, phone service, water, electricity, and any expenses incurred by working from home.
- Overtime is not allowed while working from home. Schedule is to be determined by the direct manager. If the employee needs to change his or her schedule, he or she agrees to obtain advance written approval from the manager.
- If necessary, the employee may be asked to make regular visits to the on-site workplace to review work and progress with the direct manager.
- Employee may be asked to participate in meetings via online.
- I understand that my failure to adhere to the expectations set by my direct manager may have an adverse effect on my continuance to work from home
- I further understand that the District, at any time, may stop the home work arrangement.

I represent that I have read and understand this form fully and this request is executed voluntarily and has not been made as a condition of my continued employment.

Date: _____

Employee Name (printed)

Employee signature

Date: _____

Supervisor's Name (printed)

Supervisor's signature