

MEMORANDUM OF UNDERSTANDING
between the
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS
GLENDALE COMMUNITY COLLEGE CHAPTER #76
and the
GLENDALE COMMUNITY COLLEGE DISTRICT

The following Memorandum of Understanding (hereinafter “MOU”) reflects the agreement of the California School Employees Association and Its Glendale Community College Chapter #76 (hereinafter “CSEA”) and the Glendale Community College District (hereinafter “District”) regarding the following:

The District and CSEA recognize the importance of maintaining safe facilities and operations, for the benefit of its students, communities, classified employees, and faculty. CSEA and the District recognize the importance of prudent measures to prevent District employees, students, their families, or other people using District facilities from being exposed to or infected with COVID-19. Care should be taken to identify potential exposure and prevent the spread of the disease. The District and CSEA agree that continuity of District operations should be maintained, and provisions should be made for District employees who are impacted by the COVID-19 pandemic.

To these ends, the District and CSEA agree as follows:

1. Term of the MOU

This Memorandum of Understanding (MOU) is effective December 23, 2021 through June 15, 2022 to address the COVID-19 pandemic.

2. Health and Safety

a. As required by Labor Code section 6409.6, the District shall inform CSEA, by email, of potential exposure to COVID-19 by a 'qualifying individual', who was working onsite, that had the following:

- A laboratory confirmed case of COVID-19; or
- A positive COVID-19 diagnosis from a licensed health care provider; or
- A COVID-19 related isolation order from a public health office

For purposes of this MOU, a qualifying individual includes the following: an employee of GCCD, student worker, student, or contractor.

b. The District shall train its classified employees in public health measures, hygiene, and sanitation to help prevent the spread of COVID-19 and shall ensure that its facilities have the necessary supplies for preventive sanitation measures (such as soap and water, disposable towels or tissues, hand sanitizer, and appropriate face coverings). CSEA shall cooperate with the District in any necessary public health actions, such as contact tracing of infected individuals. Classified employees are reminded of their duty to do assigned work absent reasonable fears for their health or safety. Classified employees may grieve assignments rather than refuse them absent evidence that the assigned task puts their own health or another’s health at risk.

i. The District shall train its onsite classified employees in public health measures

referenced in 2.b.

c. Vaccination Status

- i. The District has implemented Kokomo 24/7 software which shall be used for verification of vaccination status for all classified employees.
- ii. Board Policy 3507 COVID-19 Vaccination Requirements (BP 3507) requires all employees to have been fully vaccinated or received an exemption for a medical or religious accommodation by December 21, 2021. Employees who fail to comply with the terms and condition delineated in BP 3507 may be subject to disciplinary action.
- iii. Pursuant to BP 3507, and prior to beginning employment, classified staff hired after December 21, 2021 must be fully vaccinated or receive an exemption for a medical or religious accommodation.

d. Classified Employee Illness.

- i. Classified employees, working onsite or remotely, who are ill with COVID-19-related symptoms shall not report to work and must remain off work and contact their health care provider. Classified employees shall report absences in accordance with department/division procedures.
 - a) Classified employees working onsite or remotely who become ill shall be required to use sick leave in accordance with Article X, Leaves of Absence.
 - b) Should the State Legislature enact legislation providing public agency employees with sick leave to address COVID-19 -related issues after the execution date of this MOU, the District shall provide sick leave in accordance with the enacted legislation.

e. Face Coverings/Masks

- i. All classified employees, regardless of vaccination status, shall wear face coverings while indoors at District facilities until such time as Los Angeles County Department of Public Health issues additional guidance.
- f. Classified employees who continue to physically report to onsite work locations shall be provided with personal protective equipment by the District to perform their job.
- g. In the event of a District closure due to the COVID-19 pandemic, classified employees shall not suffer any loss of pay or benefits relative to their regular schedules for the period of closure.

3. Leaves of Absence

a. Article X, Leaves of Absence, Section 16, Miscellaneous C:

Employees shall receive their usual compensation which shall not be deducted from accumulated sick leave, for the following: When under quarantine by order of the health office of the City or County for such period of quarantine provided such period of absence is not over two (2) weeks. No more than two (2) separate periods of quarantine shall be paid for in any one (1) fiscal year to any employee.

b. Leave Considerations

- i. Classified employees may be eligible for Family and Medical Leave Act/California Family

Rights Act (FMLA/CFRA) leave based on a health provider's certification of their own or a family members' serious health condition. Classified employees should contact Human Resources to explore FMLA/CFRA leave eligibility.

- ii. The District recognizes and understands each classified employee may have personal circumstances that require a presence at home. Classified employees that need to take time off and are unable to work remotely due to child or elder care disruption should contact both their immediate supervisor, as well as Human Resources, to explore potential leave pursuant to Article X, Leaves of Absence.
- iii. The District has also established an emergency sick leave fund to assist an ill classified employee who does not have existing leave balances available. Classified employees in need of emergency sick leave should contact their immediate supervisor who will coordinate emergency sick leave usage with Human Resources.

4. Remote and Onsite Work

- a. Onsite instructional classes, laboratory classes, library services, and student services (collectively hereafter 'classes or student services') shall continue.
- b. Managers shall schedule onsite class(es) support or student services support with appropriate levels of classified employees based on student support needs. The area Vice President shall review and, where appropriate, approve the onsite classified employees' schedules in order to support onsite class(es) or student services.
- c. In addition to Number 4, items a-b, managers may also determine whether a classified employee's job duties are conducive for continuing to perform work in a remote work environment. Managers shall provide classified employees who work remotely with assignments consistent with the employee's job classification. Classified employees shall perform remote work during the employee's regular work schedule and remain available for supervisor/manager assignments during the employee's regular work schedule. Managers and classified employees shall work together to creatively utilize and schedule this time for employees working remotely.
- d. Classified employees working remotely or onsite may participate in governance meetings via phone, video conference, or online.

5. Evaluations

The District shall continue to conduct regular and probationary classified employee evaluations in a remote work or onsite environment.

6. Scope of Representation

As issues within the scope of representation regarding a remote work environment arise, the District and the CSEA reserve the right to reopen this MOU.

Date of MOU: December 15, 2021

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