



SIDE LETTER OF AGREEMENT

This SIDE LETTER OF AGREEMENT is entered into by and between the Mt. San Antonio Community College District (District), and California School Employee Association and its Mt. San Antonio College Chapter 262 (CSEA 262). This SIDE LETTER OF AGREEMENT shall not be deemed precedent setting.

The District and CSEA have agreed as follows:

Return to Campus Fall 2021

On March 19, 2020, the State of California and the County of Los Angeles effected a "Stay at Home" order due to COVID-19, which ended January 25, 2021, and was replaced by a Regional Stay at Home Order from the LA County Public Health that is in effect until further notice. The College recognizes future local, state, and federal government directives may necessitate further changes in working conditions, and additional emergency actions may need to be taken by the College President in support of public and unitmember health.

The intent of this side letter is to establish the negotiated impact of the return to campus for Fall 2021 semester for CSEA 262 unit members. Unit members will be transitioned to return to campus by the Fall 2021 semester. This agreement will continue until LA County Public Health transitions the Regional Stay at Home Order to the Yellow Tier as ordered by a Public Health Officer order or when the Governor declares the COVID emergency to be over. Effective upon ratification by CSEA 262, this Side Letter shall replace the COVID-19 Emergency Response and Telecommuting Side Letter dated 3-22-2020.

The District and CSEA 262 shall collaborate on assisting unit members in their transition back to campus, including the following steps:

Step 1: Information (Now to May 1, 2021)

- Promoting and facilitating vaccination information, including updates on scientific investigation of the safety, efficacy, and impact of the vaccines available and providing unit members information about vaccine distribution points.
- Preparing guidelines for return to onsite work, including preparation of work areas for occupation (i.e., upgrading air handling systems to include both UV and ionization-based sterilization; expansion of scope and availability of cleaning and sanitation; workstation protective equipment such as plexiglass separation panels).
- Unit members begin providing proof of COVID-19 vaccinations to HR.

Step 2: Transition (May 1, 2021, to July 1, 2021)

- Begin gradual transition of unit members from predominantly telecommuting to predominantly on campus.
- Unit members continue providing proof of COVID-19 vaccinations to HR.

- Continued promoting and facilitating vaccination information, including updates on scientific investigation of the safety, efficacy, and impact of the vaccines available and providing unit members information about vaccine distribution points.
- Unit members will initiate the interactive process for those who:
 - Have a qualified disability under either the ADA, or FEHA and cannot receive a vaccination;
 - Have an established sincerely held religious belief
 - Need additional support related to vaccination (i.e., vaccination delay due to positive COVID test)
 - Have to care for a child (under 18 years of age) whose school or childcare provider is closed or unavailable for reasons related to COVID-19.

Step 3: Return to Campus (July 1, 2021, to beginning of Fall 2021 semester)

- Continued promoting and facilitating vaccination information, including updates on scientific investigation of the safety, efficacy, and impact of the vaccines available and providing unit members information about vaccine distribution points.
- Unit members continue providing proof of COVID-19 vaccinations to HR.
- Continued interactive process for those who:
 - Have a qualified disability under either the ADA, or FEHA and cannot receive a vaccination;
 - Have an established sincerely held religious belief
 - Need additional support related to vaccination (i.e., vaccination delay due to positive COVID test)
 - Have to care for a child (under 18 years of age) whose school or childcare provider is closed or unavailable for reasons related to COVID-19.
- District will initiate the interactive process for those unit members who have not either provided proof of vaccination or started the interactive process on their own.

Promotion of Vaccinations and Workplace Safety Guidelines

Both CSEA 262 and the District are committed to promoting a safe working and learning environment. Unit members shall be vaccinated prior to assuming any on campus duties. To ensure the health and safety of all unit members, CSEA 262 and the District will collaborate to actively promote vaccination as part of the process for the return to campus. CSEA 262 and the District shall create a working group to disseminate information to their unit members and refer any negotiable working conditions to the negotiations team. When required to be on campus, unit members shall follow Mt. SAC's Return to Work Guide.

Leaves Related to COVID-19 Vaccinations

Upon notification to the manager, unit members shall be granted release time, as necessary, to attend COVID-19 vaccination appointments. Unit members who have already received vaccinations and used any accrued leave shall have their leave restored. Release time includes the vaccination appointment, travel time, and any immediate reactions to the vaccine. Unit members shall also be granted additional District paid time for any continuing reactions from the vaccine that impacts the unit members work (such as a reaction to the vaccine), up to three (3) scheduled working days that may be used in hourly increments. Unit members who are out longer than three (3) scheduled consecutive working days due to any reaction of the COVID-19 vaccine shall also qualify for District paid time until cleared to return to work by a medical provider. This requirement supersedes Article 13.05.7 with regard to the effects of COVID-19 vaccinations for the duration of this agreement. Unit members shall be reimbursed for any medical expenses incurred from immediate reactions to the vaccine. Unit members shall be reimbursed

for any transportation services (i.e., Uber, Lyft, Taxi) incurred to and from their vaccination appointments. A receipt must be submitted for reimbursement through their department as part of COVID-19 funding.

Confidentiality, Proof of Vaccination, and Alternative Assignment

A unit member's vaccination and/or infection status related to COVID-19 is protected under HIPAA and may only be requested by Human Resources. Departments shall be made aware by Human Resources when a unit member is cleared to return to campus. Unit members are required to provide proof of vaccination for COVID-19 to Human Resources as required. Any such documentation is confidential and will be included in the unit member's medical file.

Unit members who choose not to vaccinate shall initiate an interactive process with Human Resources. This process, may include providing appropriate documentation from a medical provider for qualified medical exemptions or an affidavit signed by the unit member affirming a sincerely held religious belief. Any documentation that is part of the interactive process is confidential and will be included in the unit Member's medical file. The outcome of the interactive process may include telecommuting and/or an alternative assignment, as designated by the District. An alternative assignment shall be work that is within the unit member's job description or other administrative duties as assigned by the District. The District will work with the unit member to provide required training, as necessary.

Unit members who have to care for a child (under 18 years of age) whose school or child care provider is closed or unavailable for reasons related to COVID-19 shall initiate an interactive process with Human Resources, which may include providing appropriate documentation of school closure. Any such documentation is confidential and will be included in the unit member's medical file. The outcome of the interactive process may include telecommuting and/or an alternative assignment, as designated by the District. An alternative assignment shall be work that is within the unit member's job description or other administrative duties as assigned by the District. The District will work with the unit member to provide required training, as necessary.

Notification to Unit Members

Beginning May 1, 2021, unit members may be required to return to campus. Prior to requiring a unit member to assume duties on campus, the District shall provide no less than fourteen (14) calendar days' notice, unless mutually agreed. In cases of urgent need(s), the District CEO or designee and CSEA 262 President will meet to discuss the urgent need(s) and agree on a resolution.

Call Back Pay

Unit members shall continue to receive call back pay for time worked on campus as outlined in Article 10, Section 10 through May 31, 2021. Beginning May 1, 2021, unit members shall be required to provide proof of vaccination to Human Resources in order to work on campus.

Telecommuting Accommodation

Unit members will be permitted to telecommute as a temporary measure to accommodate unit members who cannot work on campus.

- A. All existing duties, obligations, responsibilities, and conditions of employment remain unchanged. Telecommuting Unit members are expected to abide by rules and regulations, Collective Bargaining Agreements, and College Board Policies and Administrative Procedures.

- B. Telecommuting Unit members are required to perform their assigned work duties and be accessible as if they are working at their College worksite during the established telecommuting Work Schedule. Unit members must be accessible at all times during their temporary telecommute scheduled work times via the manner and technology designated by their immediate manager, which may include laptop computer, mobile phone, email, messaging application, video conferencing, instant messaging and/or text messaging. Unit members will make themselves available to physically or virtually attend scheduled work meetings, trainings, and other department or unit activities as requested or required by the department or unit.
- C. While temporarily telecommuting, Unit member will maintain professionalism, productivity, performance, communication, timeliness of assignments, and responsiveness standards as if Unit member were not temporarily telecommuting. Unit member remains obligated to comply with all College Board Policies and Administrative Procedures.
- D. Unit member may not deviate from their assigned work schedule and is required to take rest and meal breaks while telecommuting in full compliance with their collective bargaining agreement. Unit member is prohibited from working additional hours outside of their temporary telecommute work schedule and is expressly prohibited from working overtime without prior approval from their immediate manager. Unit member is required to notify their immediate manager within one business day of any failure to take a scheduled rest or meal break, or any work performed outside of the established temporary telecommute schedule.
- E. Unit member is solely responsible for the configuration of and all of the expenses associated with establishing and maintaining a telecommuting workspace and related telecommunications services, including network costs, workspace furniture, energy or data charges, unless the Department or unit expressly agrees otherwise in advance of Unit member incurring the cost. Unit members may contact the help desk for assistance in setting up and/or configuring any personal technology for the purpose of telecommuting.
- F. Unit member telecommuting will be solely responsible to create and maintain a safe, ergonomically appropriate, and healthy work environment. If the Unit member has concerns about the appropriateness of their workspace, then the Unit member and their immediate manager will work with Human Resources through the interactive process to evaluate the needs for accommodations or adjustments of the work.
- G. The College shall not be liable for damages to the Unit member's personal or real property during the course of performance of official duties or while using College equipment in the Unit member's residence or other property, except where required by law.
- H. The College shall not be responsible for operating expenses, home or property maintenance, or any other incident cost (i.e., utilities) associated with telecommuting. Unit member shall continue to be entitled to reimbursement for authorized travel and expenses while conducting business as assigned by the College per the College's reimbursement policies.
- I. All injuries incurred by Unit member during hours that Unit member is working, and all illnesses that are job-related must be reported promptly pursuant to Administrative Procedures 7343 – Industrial Accident and Illness. Additional information concerning the College's workers compensation program and process is available can be provided to you by contacting risk management at www.mtsac.edu/risk.

- J. Unit member will continue to abide by practices, policies, and procedures for requesting sick, vacation, and other leaves of absence.
- K. If a unit member requires access to secure on campus resources, Unit member is required to utilize an IT approved and provided solution to do so. This may mean they need a campus provided device or a specific process from their home device. Any campus issued device must be returned within ten (10) business days of a request from the District.

If a unit member will use a personal mobile device or personal desktop while telecommuting, unit member must consult with their manager as well as the College's Information Technology staff to ensure appropriate set up of the personal device(s). Unit member is prohibited from tampering with any software, firmware or hardware provided by the College or loaded onto Unit member's personal devices to enable Unit member to perform College work. Nothing in this section shall abrogate a Unit member's right to privacy regarding their personal data and/or telecommunications contained on personal devices or transmitted therein.

- L. Regardless of whether using personal or College-owned devices for College work while telecommuting, Unit member is responsible at all times for the access, use and security of those devices. The Unit member shall comply with all College Board Policies and Administrative Procedures and standards for safeguarding and protecting any confidential business information, personally identifiable information (PII), and any other sensitive information. The Unit member shall ensure that confidential, personally-identifiable, and all other sensitive information discussed via any form of communication is conducted in a manner consistent with College policies and procedures and which protects the information from unauthorized disclosure to the maximum extent possible. All work-related correspondence sent and received must be done via a Unit member's @mtsac.edu email address. The immediate manager and Unit member will discuss the safeguards and protections in place to be used by the Unit member. Unit member bears no liability for circumstances beyond their control so long as they are acting in good faith and following established policies and procedures related to information security.

Unit member must be sure to connect mobile devices from a secured network, one that requires a username and password. Unit members unsure of their setup meets these specifications should contact the IT Help Desk for assistance. Unit member must take reasonable precautions to prevent third parties from accessing or handling sensitive and confidential information they access while telecommuting. Unit member agrees to close or secure all connections to College desktop or system resources (i.e., remote desktop, virtual private network connections) when not conducting work for the College. Approval to use non-College issued mobile devices can be revoked at any time.

- M. Unit members shall comply with all Board Policies and Administrative Procedures in connection to with Unit member's telecommuting arrangement, including but not limited to (<https://www.mtsac.edu/governance/trustees/apbp/index.html>):


1. BP 3050: Institutional Code of Ethics

2. BP 3410: Nondiscrimination
3. BP 3420: Equal Opportunity
4. BP 3430: Probation of Harassment
5. BP 3720: Computer Use
6. BP 6520: Security for College Property
7. AP 3720: Computer and Network Use
8. AP 3721: Information Security
9. Ergonomics Instructions
10. Workspace Set up Instructions

CSEA reserves the right to negotiate any item(s) under the scope of representation. Any subsequent governmental actions or public health guidelines that prevent enforcement of this agreement will be grounds for renegotiation.

ACCEPTED AND AGREED TO:

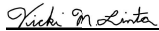
CSEA, Chapter 262


Robert Stubbe (Mar 8, 2021 15:26 PST)

Robert Stubbe, President, CSEA Chapter 262

Mar 8, 2021

Date



Vicki Linta, CSEA Labor Relations Representative

Mar 8, 2021

Date

MT. SAN ANTONIO COMMUNITY COLLEGE DISTRICT


Sokha Song (Mar 8, 2021 15:36 PST)

Sokha Song, District Lead Negotiator

Mar 8, 2021

Date