



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between the Mt. San Antonio Community College District (District), and California School Employees Association and its Mt. San Antonio College Chapter 262 (CSEA). This Memorandum of Understanding shall not be deemed precedent setting.

***Intent:** The intent is that this MOU will be rolled into the contract once both CSEA 262 and the District have had an opportunity to ensure a smooth roll out of the ongoing remote work plan. It is anticipated that modifications to the MOU will need to take place over the course of one year.*

*A taskforce comprised of CSEA 262 and District members will assist with prioritization and facilitation to roll out remote work throughout campus.*

The District and CSEA mutually agree to the following:

### 1. Remote Work:

Remote work may be requested and authorized on a temporary or on-going basis. Remote work assignments must have mutual agreement between the District and unit member. Remote work pursuant to established parameters must be approved before it commences.

1.1. Unit members and the District must provide at least one business days' notice for any cancellation or modification of an approved remote work request. The one business day notice may be waived upon mutual agreement by manager and unit member.

1.1.1. When there is an urgent operational need that requires a unit member to alter their remote work schedule with less than one business day's notice, the District shall provide sufficient notification to give the unit member a reasonable opportunity to prepare and travel to or from campus. Should the unit member be required to return to campus, they may either return to campus or use their personal leave to cover their absence from work.

1.1.2. If the unit member's remote work schedule is altered after their shift has begun, they will remain in paid status during travel time. Unit members shall not remain in paid status during travel time to or from

the work site when partial remote workdays are scheduled except by mutual agreement, or as specified in section 1.1.2.

1.2. Travel expenses to and from work, including mileage, are not eligible for reimbursement.

1.3. Unit members shall be provided a justification in writing for the following reasons:

- Denial of a request for remote work.
- Remote work schedule changes that involve a reduction in remote work hours.

1.4. Unit members may withdraw from remote work at any time with an effective date mutually agreed to by the District and employee.

1.5. Remote work assignments shall be determined by the District based on essential functions within the unit member's job classification and shall not be based on the total volume of work.

2. Temporary Remote Work: Temporary remote work is intended for unit members to work from home or another approved off-campus location on a short term or temporary basis with a set start and end date.

2.1. Unit members should submit their request as soon as they become aware of the need to remote work. The immediate manager shall reply to requests in a timely manner, typically within five (5) working days.

2.2. Remote work may be authorized on a temporary basis for any of the following reasons:

2.2.1. Fulfill overtime assignments in accordance with Article 10.5.

2.2.2. Provide an alternate workspace option when the unit member's work site is not fit for occupancy or conducive to a productive work environment.

2.2.3. Provide an alternative to taking one of the leaves listed under Article 13 (Leaves of Absence and Related Matters).

2.2.4. Provide an option of temporary accommodation through the Fair Employment and Housing Act (FEHA) interactive process with Human

Resources.

- 2.2.5. Perform work before or after conference and travel.
- 2.2.6. Participate on remote committees or remote work groups for which they need privacy or lasts most of the day (e.g., hiring committees, negotiations, or other meetings of a confidential nature).
- 2.2.7. Any other reason mutually agreed to by unit member and manager.
- 2.3. Human Resources may follow up with any unit member who has been on temporary remote work for more than five (5) consecutive working days or when deemed necessary.
3. On-Going Remote Work: On-going remote work is intended for the unit members to work from home or another approved off-campus location on a long term or permanent basis.
  - 3.1. Unit members should have a conversation with their manager when submitting a request. All requests will be reviewed by the unit members immediate manager, area Vice President or Provost, and Human Resources before the District makes a final determination.
  - 3.2. The departmental remote work plan shall include at a minimum, the following items:
    - List employee(s) who will be participating in remote work, their remote work schedules, and classifications.
    - List employee(s) by classification whose requests have not been approved and the justification for denial if applicable.
    - Describe the appropriate technology and processes in place for the employee(s) within the department to perform their duties remotely.
  - 3.3. CSEA 262 President or designee will be provided access to departmental remote work plans and/or a list of denied ongoing remote work requests through Human Resources.
  - 3.4. The District and CSEA may propose changes to the Remote Work Request Form at any time; implementation of those changes will require mutual agreement.
  - 3.5. For the purposes of making changes to ongoing remote work schedules and providing notifications, remote work schedules shall be considered "work

schedules” as defined in Section 10.01.4.1 and 10.01.4.2 of the collective bargaining agreement.

3.6. Unless authorized by the division Vice President or Provost and Human Resources for operational necessity or extenuating circumstances, on-going remote assignments will not be more than:

- Three (3) days for a five (5) day workweek;
- Two (2) days for a four (4) day workweek;
- One (1) day for a two (2) or three (3) day workweek.

3.7. All ongoing remote work arrangements will be reviewed at least annually. New remote work arrangements will be reviewed at 30-day intervals during the first 90 days, which is intended to provide both the unit member and their immediate manager an opportunity to review and evaluate the remote work arrangement.

3.8. Approval and continuation of ongoing remote work may be contingent on the unit member's current and past job performance, including attendance and disciplinary record.

3.9. Unit members currently under a Needs Improvement Plan may be ineligible for ongoing remote work.

3.10. The outcome of an ongoing remote work request shall not be the sole bases for initiating a grievance procedure. In the case where CSEA 262 disagrees with the outcome of an ongoing remote work request, the CSEA 262 Chapter President and the Vice President, Human Resources shall meet to discuss the request. The request for ongoing remote work shall be placed on hold pending the conclusion of that meeting. The outcome of the remote work request may be updated based on that conversation. The process for requesting ongoing remote work shall remain subject to the grievance procedure.

4. Remote work expectations: In order to work remotely, unit members are expected to abide by the conditions outlined below.

4.1. All existing duties, obligations, responsibilities, and conditions of employment remain unchanged. Unit members engaged in remote work are expected to abide by rules and regulations, Collective Bargaining Agreements, and District Board Policies and Administrative Procedures.

- 4.1.1. Unit members who are absent from their remote work assignment will continue to abide by practices, policies, and procedures for requesting sick, vacation, and other leaves of absence.
- 4.2. Unit members engaged in remote work are required to perform their assigned work duties and be accessible as if they are working at their College worksite during their assigned schedule. Unit member's remote work site shall be a mutually agreed upon area conducive to performing work assignments with minimal distraction.
  - 4.2.1. It is understood that unit members performing remote work are doing so without pursuing outside employment, running their own businesses, or engaging in personal activities during working hours.
  - 4.2.2. Participation in ongoing remote work is not intended to be a substitution for childcare.
  - 4.2.3. Unit members may not deviate from their assigned work schedule and are required to take rest and meal breaks while working remotely in full compliance with the collective bargaining agreement. Unit members are 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 remote work schedule.
  - 4.2.4. Unit members will make themselves available physically or virtually to attend scheduled work meetings, trainings, and other department or unit activities as requested or required by the District in accordance with Section 1.1.
  - 4.2.5. Unit members should keep their video on for face-to-face video conferencing unless mutually agreed upon.
  - 4.2.6. Unit members working remotely may participate in District work meetings via video conferencing when feasible based upon subject matter of the meeting and available equipment. Feasibility will be determined by the District.
- 4.3. Unit members must conduct College business during their scheduled work hours, via the manner and technology designated by the District. This may include a laptop computer, mobile phone, email, messaging application, video conferencing, instant messaging and/or text messaging. Parameters outlined in Section 10.11 and 10.12 of the collective bargaining agreement still apply.

- 4.3.1. Unit members shall obtain approval from their immediate manager prior to taking items from the workplace home. Items shared within the workplace that are irreplaceable or confidential such as files, documents, equipment, and supplies, etc. are generally not authorized to be taken out of the office.
- 4.3.2. Prior to using an electronic device during remote work, the unit member must consult with their immediate manager as well as the District's Information Technology staff to ensure appropriate set up of the electronic device(s).
- 4.3.3. Unit members requiring access to secure campus resources shall only do so via an IT approved and provided solution. This may mean they need a campus provided device or a specific program for their personal device.
- 4.3.4. Unit members are prohibited from tampering with any software, firmware or hardware provided by the District or installed onto unit member's personal devices to enable unit member to perform District work.
- 4.3.5. Unit members using electronic devices to perform their assigned work must be sure to connect the devices from a network that is secured and requires a username and password.
- 4.3.6. Unit members agree to close or secure all connections to District desktop or system resources (i.e., remote desktop, virtual private network connections) when not conducting work for the District.
- 4.3.7. Unit members unsure if their setup meets these specifications should contact the IT Help Desk for assistance.
- 4.3.8. Any campus issued device must be returned within ten (10) business days of a request from the District. Approval to use non-District issued electronic devices can be revoked at any time.
- 4.3.9. 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.
- 4.4. Unit members working remotely will be solely responsible to create and maintain a safe and ergonomically appropriate work environment. Unit members shall be

responsible for operating expenses, home or property maintenance, or any other incidental costs (i.e., utilities) associated with remote work.

- 4.4.1. Unit members take sole responsibility for the configuration of and all of the expenses associated with establishing and maintaining a workspace for remote work and related telecommunications services, including network costs, workspace furniture, energy or data charges, unless the District expressly agrees otherwise in writing and in advance of unit member incurring the cost.
- 4.4.2. Unit members may contact the Information Technology Help Desk for assistance in setting up and/or configuring any personal technology for the purpose of remote work.
- 4.4.3. The District 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 District equipment in the unit member's residence or other property, except where required by law.
- 4.4.4. All injuries incurred by a unit member while performing their assigned duties and all illnesses that are job-related must be reported promptly in accordance with Administrative Procedures 7343 - Industrial Accident and Illness. Additional information concerning the College's Workers' Compensation program and process is available can be provided to the unit member by contacting Risk Management.
- 4.5. Unit members shall comply with all District Board Policies and Administrative Procedures and standards for safeguarding and protecting any confidential business information, personally identifiable information (PII), and any other sensitive information.
  - 4.5.1. Regardless of whether using personal or District-owned devices for remote work, unit members are responsible at all times for the access, use and security of those devices.
  - 4.5.2. Unit members shall ensure that confidential, PII, and all other sensitive information discussed via any form of communication is conducted in a manner consistent with District policies and procedures and which protects the information from unauthorized disclosure to the maximum extent possible.
  - 4.5.3. It is prohibited for unit members to print documents with confidential, PII, and any other sensitive information at the remote work site.

- 4.5.4. The immediate manager and unit member will discuss the safeguards and protections in place to be used by the unit member prior to beginning the remote work assignment.
- 4.5.5. Unit members must take reasonable precautions to prevent third parties from accessing or handling confidential, PII, and any other sensitive information they access while performing remote work.
- 4.5.6. Unit members bear 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.
5. This MOU will not be rolled into the collective bargaining agreement until mutually agreed upon by CSEA 262 and the District. Both teams shall meet no less than every six months to address any issues or modifications necessary to ensure successful ongoing remote work operations.

**ACCEPTED AND AGREED TO:**

**FOR THE DISTRICT**

Sokha Song

Sokha Song (Nov 29, 2022 10:58 PST)

Sokha Song, Chief Negotiator

Nov 29, 2022

Date

**FOR CSEA, Chapter 262**

Rosa Asencio

Rosa Asencio, CSEA, Chapter 262 President

Nov 21, 2022

Date

Brandon Gillett

Brandon Gillett, CSEA 262 Lead Negotiator

Nov 29, 2022

Date

Jessica Gonzalez

Jessica Gonzalez (Dec 1, 2022 12:05 PST)

Jessica Gonzalez, Labor Relations Representative

Dec 1, 2022

Date