

# **MEMORANDUM OF UNDERSTANDING BETWEEN CLACKAMAS COMMUNITY COLLEGE AND THE ASSOCIATION of CLASSIFIED EMPLOYEES**

## **COVID-19 Working Conditions**

### **Winter and Spring 2022**

Clackamas Community College (College) and the Association of Classified Employees (ACE) agree that due to the unforeseen events surrounding the COVID-19 we are making extraordinary accommodations to ensure the college continues to effectively serve our students and remain a pillar of stability for our students, employees and the community.

The College and Association agree that during the unprecedented and unforeseen events that it is imperative to work in collaboration, and with a spirit of cooperation and trust to ensure the college can return to normal operations as quickly and safely as possible.

#### **WORKING ON CAMPUS SITES**

1. The College and all employees shall comply with any Governor's Executive Orders established in response to COVID-19 and the College's Return to Campus Plan and Policy. The College shall provide all required safety equipment and training for staff performing work on campus per the Center for Disease Control (CDC), and/or the Oregon Health Authority and Clackamas County Public Health that is specific for their job function, if applicable. If the college is unable to provide the minimum personal protective equipment (PPE) and training per the requirements established by the above agencies for their job function, then the employee may be directed to perform other duties as assigned, if possible.
2. The college will provide departments with a supply of surgical masks.
3. Upon request, the College will provide N95 masks and/or face shields to employees at no cost to the employee.
4. Employees will not be required to complete health checks on community members, students and/or visitors to campus.
5. Employees will use the incident reporting system that currently exists through College Safety to report problems and issues with the College's obligations above. All employees are required to comply with the College's Return to Campus Plan and Return to Campus Policy. The College will update the website and other communication tools to provide notification that the reporting system includes reports of problems, such as issues with physical distancing requirements. A log will be kept of issues reported to the College and

will be made available to College employees upon request. Any information that is required by law to be kept confidential will be redacted prior to review.

6. Employees will not be required to provide services to or work with individuals that are not adhering to the COVID-19 safety measures outlined in the Return to Campus Plan. Employees who have concerns regarding individual's compliance with COVID-19 safety measures will report those concerns to their supervisor.
7. The College will notify employees within 48 hours of the College Safety Director being notified of potential COVID-19 exposure. Notice will include the when and where the individual who has COVID-19 was on campus.
8. Vaccinations:
  - Employees may take time off from work with paid sick leave or paid vacation leave to receive a vaccination.
  - No employee shall be required to be vaccinated, unless required by law.

## **TELECOMMUTING**

It is the parties' intent to reduce the risk of spreading disease to others.

Only when business needs are deemed necessary for the employee's job function shall they be required to report to an on-campus worksite.

1. To the extent available, the College shall allow teleworking employees to use college equipment and supplies needed to perform job duties. If the employee is required to purchase their own supplies and no alternate supply is available at the College, they may request the authority to purchase the required supply from their supervisor. Such requests shall include why the supply is required to perform their job, documentation of why there are no alternate supplies or equipment available, and the cost of the requested supplies. If the request is approved, they will submit receipts to their supervisor for reimbursement for any out-of-pocket expenses. Such decision will be at the sole discretion of the supervisor. Any supplies or equipment purchased and reimbursed will be property of the College.
2. Employees shall be permitted to use any type of leave to which they are otherwise entitled under the collective bargaining agreement or by law even if they are on a telework agreement.
3. Classified Employees shall be provided their regular work hours in their own job classification when possible and practical if either by on site work or telecommuting or a

combination of the two. If that is not possible, special telework projects may be assigned that fall within an employee's knowledge, skills and abilities that would be of benefit to the department, College, or students.

#### 4. Home Internet Service

While in remote operations as a result of the COVID-19 pandemic the parties agree that:

- Employees who had home internet service that were required to upgrade said service to work remotely will be reimbursed for the incremental increase in the cost of their internet service.
- Reimbursements shall be completed on a monthly basis. Reimbursement must be requested within 30 days of receipt of the bill for reimbursement.
- The parties acknowledge that internet providers will package services unnecessary to the employee's job duties. This shall not be used as a reason to deny payment.
- The employer will respect the right of privacy of members requesting reimbursement.
- The college may only require the employee to provide proof of the cost of the internet service, including equipment rental, required fees and taxes.

5. The parties acknowledge that the emergency conditions of the pandemic require employees working from home to be impacted by family and childcare obligations during the workday, as well as a work environment in the home that may not provide the same level of productivity as the employee's typical work environment.

6. If a College campus closes due to inclement weather or other emergency:

- a) Employees that are able to perform their work from home will continue to work their regular schedules, at their regular rate of pay.
- b) Employees who cannot perform their work unless they report to campus and are not designated responders will be paid for any regularly scheduled hours if a College campus is closed due to inclement weather or other emergency.
- c) Employees who are designated responders as defined by Article 3, Section 7 of the collective bargaining agreement will be paid in accordance with the provisions in Article 3, Section 7, if they are required to report to campus.

## **PAID LEAVE**

1. Employees who self-identify as 'high risk' for coronavirus in accordance with CDC guidelines and/or the Oregon Health Authority and Clackamas County Public Health shall not be required to report for on-campus duty, although the College may require verification from their treatment provider. If these employees cannot perform a telework assignment, use of paid leave will be in accordance with the collective bargaining agreement. Paid leave shall include donations from the sick leave bank.
2. The parties agree that employees who are qualified for additional paid leave under the College's COVID-19 Sick Leave Program shall have such time deducted before any accrued time is deducted from the employee's personal accounts. (See Appendix A).
3. In the event the employees leave accounts are exhausted the bank of donated sick leave can be made available. For the duration of this agreement the amount of voluntary sick leave donation by any eligible employee under Article 9, section 70f of the current collective bargaining agreement may be up to 25% of accrued sick leave over 88 hours.
4. Employees who must observe a fourteen (14) calendar day quarantine as a result of an exposure to COVID-19 will suffer no loss of pay while in quarantine. Employees who are able to work remotely during quarantine will continue to perform their regular job assignments and receive their regular pay. Employees who are able to work but whose work cannot be performed remotely during quarantine will receive pay for their regularly scheduled work hours.

## **RETURN TO CAMPUS**

1. Employees will receive no less than 30 calendar days' notice of the college's intent to return from remote operations. If the College postpones the return to campus of employees who have received the 30 calendar days' notice, the College will issue an additional notice to impacted employees no less than 10 working days prior to said return.
2. The College will encourage each department's manager to collaborate with their workgroup to receive input to determine opening goals, campus hours of availability, staffing needs, and telecommuting or hybrid work environment options.

## **ADDITIONAL PROVISIONS**

1. Conflicting provisions. This MOU shall supersede any conflicting provisions in the current collective bargaining agreement or past practice between the parties related to the subjects covered by this MOU for its duration.

2. In addition to salary, the College shall provide regular payments to PERS, insurance, and any other compensation as provided for in the collective bargaining agreement for employees who are working or otherwise receiving their salary through the use of paid leave.
3. In the event that the College or that local, state or federal government make changes that may further impact College employees and/or working conditions, the parties agree to review and modify this MOU as needed for the safety of all employees.
4. The parties agree that this MOU satisfies any bargaining obligation imposed by the Public Employees Bargaining Act (PECBA) ORS 243.650-243.782 regarding the decision and impact of the terms and conditions of employment that are addressed above.
5. This MOU does not establish a precedence.
6. This agreement will cease June 17, 2022 but may be extended by mutual agreement by the parties in writing. The parties agree to meet on or after May 1, 2022 to review the terms of this agreement.

**Clackamas Community College Association of Classified Employees OEA/NEA**

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Kelly White, Co-President

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Date

*Becky Fidler*

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Becky Fidler, Co-President

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Date

**Clackamas Community College**

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Alissa Mahar, Vice President, College Services

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Date

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Melissa Richardson, Chief Human Resources Officer

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Date

## EXHIBIT A



## COVID-19 Sick Leave Program January 1, 2021 – June 17, 2022

### Purpose

The COVID-19 Sick Leave Program supports a healthy college community by granting employees additional sick time to cover time away from work due to their own experience of COVID-19 or the need to care for a family member impacted by COVID-19.

### Eligibility

All full-time and part-time employees who have been employed at least 30 days are eligible for COVID-19 Sick Leave.

To be eligible for COVID-19 Sick Leave based on their own experience, the employee must:

- Be in quarantine due to a COVID-19 exposure; OR
- Be in isolation due to COVID-19 symptoms; OR
- Have been diagnosed with COVID-19.

To be eligible for COVID-19 Sick Leave to care for a family member:

- The employee must be caring for an individual who is subject to a quarantine or isolating due to COVID-19: OR
- The employee is caring for a son or daughter because the school or place of care for the son or daughter has been closed, or the childcare provider of their son or daughter is unavailable due to COVID-19.

### Benefit

COVID-19 Leave is a one-time benefit of up to of two weeks of sick leave. The total amount of sick leave hours granted under the Program is based on two weeks of an employee's regular work hours up to a maximum of 80 hours:

- Full-time employees may be entitled to up to 80 hours of paid sick time at their regular rate of pay.
- Part-time employees may be entitled to the number of hours that the individual works over a two-week period at their regular rate of pay.
- COVID-19 Sick Leave cannot be taken intermittently.

## Program Guidelines

- The COVID-19 Sick Leave Program will be in effect from January 1, 2021 to June 17, 2022.
- COVID-19 Sick Leave time will be utilized prior to the use of an employee's accrued sick leave, vacation, or personal leave to cover eligible COVID-19 related absences.
- Employees wishing to access COVID-19 Sick Leave should submit a [Service Desk ticket](#).
- Employees requesting COVID-19 Sick Leave may be required to provide documentation of their need to take leave.
- The COVID-19 Sick Leave program will cease on June 17, 2022 or upon the start date of any re-authorization of the federal Families First Corona Virus Response Act or upon the implementation of any federal or state program mandating emergency paid sick leave for those impacted by COVID-19 whichever comes first.