



MEMORANDUM OF UNDERSTANDING

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

The intent: To provide options for unit members to temporarily complete their classified duties remotely under certain conditions. Both sides recognize that the current collective bargaining agreement language regarding temporary changes to work schedules (10.01.4.2) may be used to address temporary remote working situations not adequately addressed by this agreement.

The District and CSEA 262 have agreed as follows:

1. Remote work may be authorized on a temporary basis for any of the following reasons:
 - 1.1 To fulfill overtime assignments in accordance with Article 10.5.
 - 1.2 To provide an alternate workspace option when the unit member's work site is not fit for occupancy or conducive to a productive work environment.
 - 1.3 To provide an alternative to taking one of the leaves listed under Article 13 (Leaves of Absence and Related Matters).
 - 1.4 To provide an option of temporary accommodation through the Fair Employment and Housing Act (FEHA) interactive process with Human Resources.
 - 1.5 To perform work before or after conference and travel.
2. Conditions of temporary remote work:
 - 2.1 All existing duties, obligations, responsibilities, and conditions of employment remain unchanged. Unit members engaged in temporary remote work are expected to abide by rules and regulations, Collective Bargaining Agreements, and District Board Policies and Administrative Procedures.
 - 2.1.1 Article 14 (Transfers and Related Matters) shall continue to apply to unit members engaged in temporary remote work.
 - 2.2 Unit members engaged in temporary 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 members must be accessible at all

- times during their scheduled work hours, via the manner and technology designated by their immediate manager. This may include a 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 their immediate manager.
- 2.3 Unit members may not deviate from their temporary 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.
- 2.4 Unit members take sole responsibility for the configuration of and all of the expenses associated with establishing and maintaining a workspace for temporary 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. 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.
- 2.4.1 The District will make a reasonable attempt to provide the necessary equipment for remote work assignments.
- 2.5 Unit members working remotely will be solely responsible to create and maintain a safe, ergonomically appropriate, and healthy work environment.
- 2.6 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.
- 2.7 The District shall not be responsible for operating expenses, home or property maintenance, or any other incidental costs (i.e., utilities) associated with temporary remote work.
- 2.8 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.
- 2.9 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 from their home device. Any campus issued device must be returned within ten (10) business days of a request from the District. Prior to using a personal device during temporary 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 personal device(s). Unit members are prohibited from tampering with any software, firmware or hardware provided by the District or loaded onto unit member's personal devices to enable unit member to perform District 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.

2.10 Regardless of whether using personal or District-owned devices for temporary remote work, unit members are responsible at all times for the access, use and security of those devices. 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. Unit members shall ensure that confidential, personally-identifiable, 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. All work-related correspondence sent and received must be done via a unit member's District-assigned email address. 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 temporary remote work assignment. 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.

2.11 Unit members using wireless devices to perform their assigned work must be sure to connect mobile devices from a secured network, one that requires a username and password. Unit members unsure if their setup meets these specifications should contact the IT Help Desk for assistance. Unit members must take reasonable precautions to prevent third parties from accessing or handling sensitive and confidential information they access while performing temporary remote work. 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. Approval to use non-District issued mobile devices can be revoked at any time.

3 Process for requesting and authorizing remote work:

3.1 A "Request for Temporary Remote Work" form does not need to be submitted prior to performing the remote work assignment, but should be submitted to Human Resources as soon as practical.

- 3.2 Requests for remote work assignments are subject to prior approval by the unit member's immediate manager.
- 3.3 Unit members' immediate manager must provide a reason in writing for any denial of a request for remote work.
- 3.4 Unit members and managers must provide 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.

4. 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.

5. Unit members will have the option to participate in District work meetings via video conferencing when feasible based upon subject matter of the meeting and available equipment.

6. CSEA and the District shall meet to negotiate additional reasons for remote work, including but not limited to an ongoing scheduling option for unit members, no later than June 30, 2022. The District shall keep record of all submitted requests for remote work, the type of request made, and whether it was approved or denied.

ACCEPTED AND AGREED TO:

CSEA, Chapter 262


Robert Stubbe (Jun 14, 2021 08:53 PDT)

Robert Stubbe, President, CSEA Chapter 262

Jun 14, 2021

Date


Andy Ritchie (Jun 14, 2021 11:46 PDT)

Andy Ritchie, CSEA Labor Relations Representative

Jun 14, 2021

Date

MT. SAN ANTONIO COMMUNITY COLLEGE DISTRICT


Sokha Song (Jun 14, 2021 12:01 PDT)

Sokha Song, District Lead Negotiator

Jun 14, 2021

Date