

MEMORANDUM OF UNDERSTANDING
between the
GLENDALE COMMUNITY COLLEGE GUILD, LOCAL 2276
and the
GLENDALE COMMUNITY COLLEGE DISTRICT

The following Memorandum of Understanding (MOU) reflects the agreement of the Glendale Community College Guild, Local 2276 (Guild) and the Glendale Community College District (District) regarding the following:

The District and Guild recognize the importance of promoting measures to ensure that faculty are both healthy and safe while advancing measures meant to mitigate the impact of the COVID-19 virus.

To this end, the District and Guild agree to the following:

1. The terms of the March 24, 2020 Addressing COVID-19 MOU shall remain in effect and the leave options noted therein shall be granted in addition to the federal leaves contained in this MOU.
2. Federal Emergency Paid Sick Leave (EPSL)
 - a. The District shall implement and administer the EPSL which affords faculty up to two weeks (70 hours), or a pro-rata equivalent based on appointment percentage, of sick leave to be used for COVID-19 related issues including:
 - i. A Federal, State, or local quarantine or isolation order,
 - ii. Advice from a health care provider to self-quarantine due to concerns related to COVID-19,
 - iii. A faculty member who is experiencing symptoms of COVID-19 and is seeking a medical diagnosis,
 - iv. Caring for an individual who is subject to a Federal, State, or local quarantine or isolation order related to COVID-19 or been advised by a health care provider to self-quarantine due to concerns related to COVID-19 order,
 - v. Care for a son or daughter whose school or place of care has been closed, or whose childcare provider is unavailable, due to COVID-19 precautions, or
 - vi. A faculty member experiencing any other substantially similar condition specified by the federal Secretary of Health and Human Services in consultation with the federal Secretary of the Treasury and the federal Secretary of Labor.
 - b. EPSL shall not be considered part of a faculty member's regular sick leave accruals or extended sick leave accruals and shall only be used from 4/1/2020 through 12/31/2020.
 - c. Faculty members shall submit acceptable supporting documentation of the need to take EPSL related to COVID-19. Examples of acceptable supporting documentation include:
 - i. Federal, State or local quarantine isolation order,
 - ii. Written documentation from a health care provider advising the employee to self-quarantine,
 - iii. Notice of closure that has been posted on a government, school, or day care website,
 - iv. Notice of closure published in a newspaper, or
 - v. Email notice of closure from an employee or official of the school, place of care, or childcare provider.
 - d. The Guild and the District agree to waive the daily and aggregate caps associated with EPSL including:
 - i. The employee leave related \$511 daily cap/\$5,110 aggregate cap, and

- ii. The employee leave related to care for a daughter or son \$200 daily cap/\$2,000 aggregate cap.
3. Family and Medical Leave Act Public Health Emergency Leave (“EFMLA”)
- a. The District shall implement and administer the EFMLA which affords faculty members the ability to use up to 12 workweeks of unpaid leave due to the employee’s inability to work, including telework, because an employee’s son or daughter’s place of care/child care provider or school has been closed due to a public health emergency. To qualify for EFMLA, a faculty member’s son or daughter must be under 18 years of age.
 - b. EFMLA shall run concurrently with FMLA and shall only be used for items listed in 2. a. above between 4/1/2020 through 12/31/2020.
 - c. Faculty members shall submit acceptable supporting documentation of the need to take EFMLA related to COVID-19. Examples of acceptable supporting documentation include:
 - i. Notice of closure that has been posted on a government, school, or day care website,
 - ii. Notice of closure published in a newspaper,
 - iii. Email notice of closure from an employee or official of the school, place of care, or childcare provider.
 - d. EFMLA is unpaid, however, a faculty member may elect to use existing paid leave accruals including EPSL or existing sick leave accruals.

Date of Agreement: April 22, 2020



Caroline DePiro , Chief Negotiator
Glendale College Guild, Local 2276



Victoria Simmons, Chief Negotiator
Glendale Community College District