

**MEMORANDUM OF AGREEMENT
BETWEEN LANE COMMUNITY COLLEGE AND THE LANE COMMUNITY
COLLEGE EDUCATION FEDERATION (LCCEF)
Reopening Working Conditions CORONAVIRUS MOA through the end of Spring term
2023**

This is a Memorandum of Agreement (MOA) between Lane Community College (College and Lane Community College Education Federation. This MOA, which captures the agreement between the College and the union (LCCEF) concerning the concerns around coronavirus and working conditions for campus operations from Fall 2022 through Spring 2023, shall be effective upon execution. All terms of the respective CBAs and associated MOAs remain in effect. The parties hereby agree to the following terms, which shall remain in effect through the end of Spring term 2023. Definition: Face-to-face shall be understood as physical, in-person meetings, class activities, or other employee work where two or more individuals are physically present in non-virtual proximity.

Health Safety and Working Conditions for Employees (PROVISIONS IN EFFECT FOR LCCEF)

1. **Health and safety guidelines.** The parties agree that safety is of utmost importance and share a commitment to safety for employees and students. In order to ensure a safe workplace environment, LCC shall require face coverings and social distancing and other COVID-19 related safety requirements on campus and at all other Face-to-Face locations pursuant to the most conservative requirements by CDC, OHA, LCPH, and/or OSHA for organizations or employers (not individuals or households). LCC shall make every reasonable effort to ensure that there is clear messaging to students and sufficient signage at all campus entrances noting face covering, distancing, and any other safety requirements as applicable. Messaging to students and employees shall encourage up-to-date vaccination.
- 2.. LCC shall provide **KN95 masks** to employees and students on campus upon request. Upon arrival to Campus during times when masking is required due to Agency mandate, employees and students who do not have a face covering will be required to obtain one from Public Safety, or other offices who have them, whenever face coverings are required. Employees may request up to five medical grade N95 (respirator) masks per month and participate in professional fit-testing to be arranged by the College and in compliance with the OSHA voluntary respirator standard.
- 3.. LCC shall maintain confidentiality for employees who have reported COVID-19 or COVID-like illness and when tracing COVID-19 or COVID-like illnesses. LCC shall cooperate with Lane County Public Health and comply with all public health requirements for contact tracing, including those from OHA and OSHA.

4. Employees and students shall complete any required health self-assessment or attestation prior to coming to campus as required by the College. Neither the college nor a third party shall collect individual health data from daily health self-assessments without consent. Employees and students who experience COVID-like symptoms shall not come to campus and may utilize any applicable leave balances. Students and employees who exhibit symptoms, who are known to have been exposed (e.g., by a household member) to COVID-19 shall follow instructions from LCPH and are advised not to come to campus until LCPH guidance allows a return to face-to-face campus contact.

5. LCC shall provide hand sanitizer in all labs and classrooms and at all building entrances that are open for use. In addition, the College shall provide cleaning and disinfecting supplies in each department office and no less than one central location on each floor for employees' use to clean their office space, as needed.

6. LCC shall engage in the ADA interactive process with employees who are at-risk according to OHA criteria and/or other medical conditions and who request reasonable accommodations.

7. LCC shall make every reasonable effort to provide flexible workplace accommodations or arrangements to employees making requests through the existing process in Article 12.5 Virtual Work Sites and consistent with service level requirements. When remote work is not possible, alternate measures which could include staggered schedules, arranging work spaces for enhanced social distancing, and increased ventilation may be requested and shall be implemented to the degree possible. Employees shall have the opportunity to submit requests throughout the term of this MOA, as environmental conditions change.

8. If a symptomatic or asymptomatic employee has exhausted their sick leave accrual due to COVID, they shall not be required to exhaust all leave accruals but may keep up to 80 hours of vacation leave for other use.

There shall be no loss of salary for symptomatic or asymptomatic employees required by LCPH, a medical provider, or other public health guidelines to be under monitoring or quarantine at any time during the term of this agreement for any employee who exhausts leave time if the employee must take leave. If the employee is able to work remotely (e.g. job is conducive to remote work) while quarantined for an asymptomatic infection or due to exposure to a COVID positive individual, they shall continue to work remotely until cleared to return to face-to-face work by a physician or by the terms of their quarantine.

9. After meeting student needs, any open spaces for child care in the campus child development center shall be prioritized for employees required to work face-to-face. Employees utilizing the child development center shall pay the regular fees for child care.

10. The College shall provide cleaning, disinfectant supplies in each department office and no less than one central location on each floor for employees' use to clean their office spaces, as needed.

11. MERV 13 or better filters shall be installed in all HVAC systems that can accommodate them. Portable HEPA filters shall be provided to all spaces in use not served by MERV 13 filters. LCC shall perform a daily flush of HVAC ventilation system before occupied hours for a minimum 2 hours, and shall add an outside air flush every 3 hours at minimum for each occupied building on the campus daily.

12. LCC shall provide portable HEPA filters to employees for use in shared offices, shared spaces, and/or classrooms upon request.

13. LCC shall continue to flush water in all buildings weekly and spot check for chlorine residual levels using the EWEB protocol until each building returns to substantially normal levels of pre-pandemic use. LCC shall report to all employees all testing results, indicating legionella or other bacteria in the water within 2 business days of receipt of reports.

14. The College shall continue to provide hardware and software (including appropriate apps such as Zoom and the MLC) for online or remote work for employees who do not have the necessary equipment, including through loan from IT or ATC. The College shall maintain a request system for hardware. Hardware may include laptops, monitors, peripherals (mouse, keyboards, number pads, etc.), webcams, audio equipment, etc.

15. Employees will not be required to attend face-to-face meetings when they are scheduled to be remote. They will be allowed to attend employee meetings via internet services such as Zoom or Google. Employees who are unable to work remotely, or who work in person when there is a meeting, may request to attend the meeting remotely if they have health concerns. If the request is denied, the employee may request HR review of the decision. In rare cases where a meeting activity may require in-person attendance, managers may require employees to adjust scheduled remote work days in order to accommodate a face to face meeting.

16. Windows and exterior doors in common rooms and workspaces in use that can be made operational shall be opened, weather permitting. Employees shall ensure doors and windows are closed before leaving the workspace.

17. The College shall maintain and update COVID19 policies on the Lane website, including an obvious link from the homepage.

For the Federation


Frankie Cocanour 9/13/2022
Date

For the College


Shane Turner 9/12/2022
Date