

MEMORANDUM OF UNDERSTANDING
Between
BATES TECHNICAL COLLEGE, District No. 28
and
BATES PROFESSIONAL TECHNICAL EMPLOYEES

Bates Technical College, District No. 28 ("College") and Bates Professional Technical Employees ("Association") have an interest in continuing to provide work opportunities to employees during the unprecedented Coronavirus (COVID-19) outbreak. During closures or partial closures resulting from this unique situation, identified personnel will report to work as determined by respective schedules. The College and Association agree to the following as exceptions to this expectation:

1. Leave provision - Leave taken as a result of the Coronavirus shall not come out of personal, sick or vacation, and will not be applied as unpaid leave under the following conditions:
 - If an employee is directed by a health professional or agency to be quarantined for determined period of time, either because of close contact with a person who has had a lab-confirmed case of COVID-19 or because they have tested positive for COVID-19. These situations will be addressed on a case-by-case basis and with physician verification.
 - If an employee falls into one of the high-risk categories (adults aged 60 and older, or people with weakened immune systems from medical conditions or treatments and have been advised by a physician to stay home). These situations will be addressed on a case-by-case basis and with physician verification.

Employees on such leave may be assigned to telecommute to the same extent as other staff assigned to their homes during college closure, as outlined in Section 3 below, unless they are experiencing incapacity to work due to illness.

2. Leave provision for Childcare - Employee may use sick leave if child's school or place of care has been closed as a result of COVID-19 or for any health reason by order of a public health official.
3. College open with minimal staff- A revised work schedule will be followed. At some point some employees may be on-call (home assignment) during their regularly scheduled working hours. It is the understanding and agreement of the parties that the services of certain employees will be needed by the College, and these employees will be called to work on-site at any campus. Employees on-call (home assignment) will be required to follow these guidelines:
 - Being on call means an employee is available to work if contacted by the College. If contacted the prior day by 3:00 PM (email or phone) with instructions to report to work the next workday, employee will be expected to report to work the next workday during employee's regularly scheduled hours.
 - Employees will be required to check email and voice mail throughout the day. The frequency and timing of when they are available to respond to email is in conjunction with regularly scheduled workday.
 - Employees will be expected to remain available for phone calls with their supervisor/colleagues and other work relation personnel during regularly scheduled working hours.
 - It is understood that as the situation evolves, additional work from home or on-site may be required of employees who are assigned to their homes, remote collaboration with teams about services to be offered during or after college closure. The College will communicate openly with the Association about the nature of its work as it is anticipated. It is recognized, per guidance from OFM, that this work "will require flexibility and may necessitate paid staff to perform different duties than they are normally

assigned." The College and Association will collaborate in good faith to address any concerns about the impacts of these changes.

Employees who need to be released from these duties on a particular day may apply for and take leave under their CBA in the same manner as during regular operations (sick leave, personal leave, etc.).

4. It is the intent of the parties to continue to pay employees' base wages and benefits for those employees that are currently in a paid status. Should an employee currently in an unpaid status be released to work during this closure, employee's status will be updated accordingly.
5. As state and federal funds are authorized to mitigate the impacts of COVID-19, this MOU will be interpreted liberally in favor of allowing the College to access those funds to pay for any provision of this MOU for which such funding may be available, especially as it pertains to accessing assistance for paid leave benefits, and to make such changes as may be necessary to access that funding. This MOU may be reopened upon request of the Association to negotiate impacts of any such changes.
6. The College will follow OFM guidelines for waivers related to COVID-19.
7. The College will assist in community and nation-wide efforts to limit the spread of COVID-19 by encouraging remote work or on-call assignments and social distancing for those employees on site. The College will follow CDC and OSHA guidelines, including taking appropriate measures regarding health screening and providing adequate cleaning supplies and cleaning schedules for work areas used by PTEs during this public health crisis.

This MOU is not precedent-setting and is intended to address the specific and unprecedented health emergency presented by COVID-19.

 3/23/20

Jannica Scott, PTE President Date

 3/23/2020

Christina Nelson, Executive Director, HR Date