

**MEMORANDUM OF UNDERSTANDING**  
**Executive Order Considerations**

This Memorandum of Understanding (“MOU”) is entered into between the College of Lake County (the “College”) and the College of Lake County Adjunct Faculty Organization, Lake County Federation of Teachers, Local 504, IFT-AFT/AFL-CIO (“Adjunct Organization”) in response to discussions between the College and the Adjunct Organization following a demand to bargain the effects of the Governor’s Executive Orders #87 & #88 issued August 26, 2021 and September 6, 2021 respectively. Based on these discussions and the unique circumstances presented by the Executive Orders and the COVID-19 pandemic, the parties agree on a non-precedential basis as follows:

**Item 1: Quarantine Consideration**

Faculty members with a face-to-face component during intercession and Spring 2022 (December 18, 2021 through May 14, 2022) shall suffer no loss in pay, leave balances, or benefits if directed to quarantine by the College (for the duration of the College-directed quarantine only) due to a “close contact” (as defined by the CDC) with a person on a College (CLC) campus, but only if the faculty member abides by the COVID Concerns Team Member directives regarding testing and timely results reporting and if, due to illness, they are not able to telework (teach / provide library services) if offered by the College during the period of the College-directed quarantine only. If telework is not offered by the College, the faculty member shall suffer no loss in pay, leave balances or benefits.

**Item 2: Vaccination Consideration**

- a. A faculty member may obtain up to two vaccination doses at on- or off-campus vaccination sites. After the faculty member completes the vaccination dose(s) and uploads valid vaccination documentation to the College, the employee will be paid a one-time stipend in the gross amount of \$159.00 less applicable payroll taxes.
- b. If the faculty member submits valid vaccination documentation no later than December 3, 2021, the payment will be made on the December 17, 2021 pay date. To be eligible, the individual must be a GFO or non-GFO adjunct faculty member of the College on December 3, 2021.
- c. If the faculty member submits valid documentation between December 4, 2021 and January 28, 2022 the payment will be made on the February 11, 2022 pay date. To be eligible, the individual must be a GFO or non-GFO adjunct faculty member of the College on January 28, 2022.
- d. If, the College receives an accommodation request, submitted by an employee, who does not obtain a COVID-19 vaccination due to a disability or sincerely-held religious beliefs, practices, or observances, by the deadlines noted above and it is formally approved, the employee will be eligible for the one-time stipend.

**Item 3: On-site Testing**

An on-site testing option will be available at the Grayslake campus property. If additional on-campus sites are available, the College will notify the Union. The College will provide a link to employees with available testing sites in Lake County

#### **Item 4: Reporting**

The College will provide the following reports through the end of the Executive Order or May 12, 2022 whichever occurs first:

- a. The total number of CLC employees subject to the mandate weekly
- b. The total number of CLC employees exempt from the mandate weekly
- c. The total number CLC employees subject to testing weekly
- d. The total number of CLC students subject to the mandate weekly
- e. The total number of CLC students subject to testing weekly
- f. The total number CLC bargaining unit employees subject to the mandate, exempt and vaccinated weekly (number and %) as of the first testing week that began on September 24, 2021. The College will send this data to each Union for its bargaining unit employees only.

#### **Item 5: Exemptions for Employees Subject to Weekly Testing**

Employees who are on pre-approved continuous vacation or personal time off of more than 1 testing week, or who are on continuous medical leave of absence including Family Medical Leave and who are not on campus to perform their work duties or any other College-related business during the leave of absence, may be exempt for the weekly testing alternative during the continuous paid time off or leave of absence period until the week prior to returning to campus. The testing week is Friday through Thursday and employees are expected to know the testing and compliance periods.

#### **Item 6: Fully Remote Faculty Campus Access**

- a. From December 17, 2021 through January 6, 2022, all faculty will be considered fully remote and not be subject to weekly testing. No testing is required the testing week that begins December 10. Testing will resume on the testing week that begins January 7, 2022.
- b. Faculty who teach all of their Fall 2021 or Spring 2022 courses as fully remote (no on-campus instruction or other on-campus component) are not required to provide vaccine documentation and are not subject to weekly testing.
- c. If a faculty member wishes to substitute teach for a class on campus or accept any hybrid or face-to-face teaching assignments, the faculty member is subject to the mandate (vaccination documentation) or the alternative (weekly testing).
- d. If a faculty member who teaches fully remote in Fall 2021 or Spring 2022, has not provided valid vaccination documentation and wishes to come to campus for more than a fleeting moment (15 minutes), they are required to certify testing the week prior to coming on campus. This includes coming to campus for committee meetings, College business, or non-College business.

## **Item 7: Corrective Action**

The College expects all employees to uphold the value of integrity especially in protecting the health and safety of students, employees and community members and upholding the requirements and alternative weekly testing under the Executive Order.

### **a. Weekly Testing**

The Union will be notified/copied on any and all warning types and will be invited to any meetings.

- i. **Reminder:** After one week of not testing/reporting, the employee will be sent an e-mail reminder to test and report. The employee may send an appeal e-mail to hr.ask if the employee believes the email was sent in error.
- ii. **Initial warning:** After two weeks of not testing/reporting (whether consecutive weeks or not), the employee will be given an initial warning that will be sent by e-mail. This is the equivalent of an oral warning. The employee may send an appeal e-mail to hr.ask if the employee believes the email was sent in error.
- iii. **Written warning:** After three weeks of not testing/reporting (whether consecutive weeks or not), a pre-disciplinary meeting will be held. After which, the employee may be given a written warning. If a written warning is given, the employee will have the following options
  - Agree to comply with the testing or vaccination OR
  - Agree to a one-time opportunity to take a voluntary unpaid leave of absence through January 7, 2022; OR through May 13, 2022 (end of Spring semester) if the written warning is delivered after Jan 7, 2022 OR
  - Voluntarily resign “without harm”, which means that the resignation will be effective immediately (no notice period) and the employee will be eligible for rehire in the future through the external application, interviewing and hiring process.
- iv. **Written warning with unpaid administrative leave:** After four weeks of not testing/reporting (whether consecutive weeks or not), a pre-disciplinary meeting will be held after which, the employee may be given a written warning with unpaid administrative leave or allowed to voluntarily resign “without harm”, which means that the resignation will be effective immediately (no notice period) and the employee will be eligible for rehire in the future through the external application, interviewing and hiring process. If this written warning is given, it will include an unpaid administrative leave of absence that may extend through May 13, 2022 (end of Spring semester).
- v. An employee may return to work from a voluntary unpaid leave or unpaid administrative leave by adhering to the following:
  - Present a document supporting that they are fully vaccinated OR
  - Present a negative test within 48 hours of the date they wish to come back AND
  - Have a conference with Union representation, where the employee signs a Leave of Absence Return Agreement
- vi. An employee who does not adhere to the requirements to end a leave of absence and returns to campus or work without written management authorization will be subject to recommendation for dismissal.
- vii. A College-wide reminder will be sent to all employees regarding the weekly testing and compliance schedule for Spring 2022 on or before December 18, 2021.

### **b. Falsified Vaccination or Testing Information or Failure to Report Test Results**

The Union will be notified/copied on any and all warning types and will be invited to any meetings.

- i. In cases where false information (which may include but is not limited to forged/falsified vaccination cards, falsely reporting being tested or failing to report positive test results) is suspected, a pre-disciplinary meeting will be held. If the College determines corrective action is necessary, a written warning with a one-day unpaid suspension will be given to the employee. The employee will also be expected to test and report their test results every week following the suspension.
- ii. If the employee misses one week of testing and reporting or fails to report a positive test following the suspension, a pre-disciplinary meeting will be held. If the College determines corrective action is necessary, the College will make a recommendation for dismissal without the possibility of rehire.

c. Failure to Provide Testing Documentation

The College requires employees to maintain their negative and positive test results records through the end of the Executive Order. The College may require employees to submit weekly test results upon request under the Executive Order. The Union will be notified/copied on any and all warning types and will be invited to any meetings.

- i. In cases in which an employee does not provide test results upon the first request by the College, a pre-disciplinary meeting will be held. If the College determines corrective action is necessary, a written warning will be given to the employee after the first incident.
- ii. If an employee does not provide test results upon a second request by the College, a pre-disciplinary meeting will be held. If the College determines corrective action is necessary, a written warning with a one-day unpaid suspension will be given to the employee.
- iii. If the employee misses one week of testing and reporting following the suspension, a pre-disciplinary meeting will be held. If the College determines corrective action is necessary, the College will make a recommendation for dismissal without the possibility of rehire.

This MOU will not bind the parties with respect to either party's treatment of any future situations nor shall it have any value as precedent for any future matter, claim or grievance. The parties agree not to submit or cite this MOU in any grievance, lawsuit, claim, court proceeding, arbitration, or other forum as evidence of past practice or for any purpose whatsoever, except to enforce its terms.

The parties agree that this MOU does not amend, modify or supersede any provision of the 2019- 2023 Agreement between the College and the Adjunct Faculty Organization.

On Behalf of:  
COLLEGE OF LAKE COUNTY  
ADJUNCT FACULTY ORGANIZATION,  
LAKE COUNTY FEDERATION OF TEACHERS,  
LOCAL 504, IFT-AFT/AFL-CIO

By: Harpen Florian

Date: November 30, 2021

On Behalf of:  
COLLEGE OF LAKE COUNTY

By: Leri Suddick

Date: 12.10.21