

MEMORANDUM OF UNDERSTANDING

COVID-19 VACCINE MANDATE

This Memorandum of Understanding (“MOU”) is entered into by and between the Chabot-Las Positas Community College District and SEIU, Local 1021.

On August 31, 2021, the Chabot-Las Positas Community College District Board of Trustees approved Board Policy 7330 – COMMUNICABLE DISEASE which requires the COVID-19 vaccine for all employees.

The vaccination requirement will be fully enforced as of January 17, 2022, and remain in effect until the District determines that it is no longer necessary, in accordance with guidance from the CDC, and California and Alameda County public health departments, and other criteria such as the incidence rate of COVID-19 in the community. This policy will be revisited once such emergencies conclude or the risk factors no longer present.

SEIU, Local 1021, and the District agree as follows regarding the District Board of Trustees decision to mandate the COVID-19 vaccine:

1. Unit members working on-site during Fall Semester, 2021, are strongly urged to get vaccinated for COVID-19 as soon as possible, if they haven't done so already. Per Board Policy 7330, the District may require vaccine boosters or supplemental administrations of vaccines as circumstances warrant. The District will base its decision to require such boosters or supplemental administrations, in part, on recommendations by State and Federal authoritative bodies. Should the District make such requirements, the District will provide employees 30 days to obtain, and offer on-site vaccination services to the extent possible.

Consistent with Education Code 44043.5, SEIU and the District agree to establish a catastrophic leave program for COVID-19 to ensure uninterrupted compensation and health benefits to unit members who have exhausted all accrued paid leave credits. Such a program will remain in effect through June 30, 2022 and is only available to vaccinated members or those who have been granted a medical or religious exemption.

2. All unit members assigned to work on-site in Spring 2022 must be fully-vaccinated for COVID-19 unless they are approved for a religious or medical exemption. Unit members must submit initial proof of vaccination status via the designated District platform no later November 15, 2021 or request a medical or religious exemption.
 - a. Initial proof means the unit member has submitted an official record that they have received at least the first dose of the Pfizer-BioNTech or Moderna vaccine, or that they received the Johnson & Johnson J&J/Janssen vaccine which requires only one dose.

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- b. If the unit member receives the Pfizer or Moderna vaccine, they must submit proof that they have received the second dose no later than December 17, 2021.
 - c. Acceptable forms of proof: A facsimile of official CDC COVID-19 Vaccination Record Card, or the digital vaccine record obtained through the California Department of Public Health, which is accessible via the website: <https://myvaccinerecord.cdph.ca.gov>
 - d. If a unit member does not qualify for a medical or religious exemption, they must obtain initial proof of vaccination status by December 17, 2021. If the unit member receives the Pfizer or Moderna vaccine, they must submit proof that they received the second dose no later than January 17, 2022.
3. For Spring Semester 2022 (January 1, 2022 to June 30, 2022)
- a. A unit member may take Spring Semester 2022 off without pay or benefits. Employees are encouraged to check with CalPERS or CalSTRS regarding the impact to service credit.
4. Employees who are not vaccinated and do not qualify for a medical or religious exemption may utilize their vacation time, floating holidays, and compensatory time to be absent from work. Upon expiration of such leaves, such employees must request an unpaid leave of absence, pending board approval.
- a. The unpaid leave will terminate upon the earlier of:
 - i. Up to six months;
 - ii. The employee becoming fully-vaccinated; or
 - iii. The District lifting the vaccine mandate. Any employees on unpaid leave under this MOU must be prepared to report to work immediately upon becoming fully-vaccinated or the District lifting the vaccine mandate. Failure to report to work will be subject to progressive discipline up to and including dismissal.
 - b. Remote work or a hybrid schedule may be offered as a form of an approved reasonable accommodation.
 - c. Employees who wish to utilize vacation and/or unpaid leave under this section must submit a request in writing to Human Resources as soon as possible and no later than 10 calendar days from the denial.

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- d. Employees on unpaid leave under this section may continue their medical, dental and vision coverage (as available to them in paid status) provided the employees pay the premium, at the COBRA rate, required by the District. Employees would not receive any District contribution to the cost.
 - e. Employees' failure to comply with the Board Policy as further detailed in this MOU will be subject to progressive discipline, up to and including dismissal.
5. Unit members who are eligible for a religious or medical exemption must complete the District's process including any necessary form(s) to request the exemption and any reasonable accommodations, by November 15, 2021. The District/Shaw HR Consulting will notify unit members of the status of their request by December 17, 2021. Deadline/extension will be noted in the reasonable accommodation communication.
- a. Unit members who request an exemption must complete the process in full, available via the CLPCCD Covid-19 website. For employees who currently are working remotely, they shall be afforded the ability to continue to work remotely pending determination of the reasonable accommodation. This includes, but is not limited to: providing all required documentation and obtaining District approval in order to qualify as exempt.
 - b. Unit members who obtain a religious or medical exemption may be subject to other safety measures beyond what is required for vaccinated individuals, including but not limited to: asymptomatic (public health surveillance) testing and symptomatic testing; physical/social distancing; avoiding large gatherings; wearing acceptable facial coverings and/or other personal protective equipment; frequent handwashing and cleaning; practicing respiratory etiquette; and/or quarantining (with no loss of accumulated leave) when warranted.
 - c. The District will engage in reasonable accommodations in accordance with the law.
6. **Future COVID-19 Vaccinations for unvaccinated employees—Vaccination compliance only**
- After June 30, 2022, all unit members with work onsite must abide by the vaccination mandate or have an approved exemption on file at least twenty (20) business days prior to the beginning of their onsite work assignment.

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7. **Personal Protective Equipment (PPE)**
CLPCCD shall provide personal protective equipment ("PPE") to all employees performing their duties on-site for the duration of the pandemic; At all times, the District will maintain the minimum standards required by or recommended by county, state or federal authorities. The District shall continue to take steps to maximize the safety of the workplace and employees during this time including, but not limited to, make accessible N-95 masks upon employee request, provide gloves, supplying hand sanitizer and hand washing supplies in all work locations where staff work, and safety training in light of COVID-19. Employees will not be required to perform functions and duties for which the District does not have the appropriate PPE to provide to the employee.
8. This MOU does not set a precedent for any purpose except as described herein.
9. In the event that working conditions change, or if any Federal, State or Local agency issues new guidance that necessitates a revision to the provisions herein, the parties agree to meet and confer for the purpose of making mutually agreeable revisions to the provisions herein.
10. This side letter agreement is subject to the grievance process as defined in the collective bargaining agreement between SEIU 1021 and CLPCCD.

This agreement has been approved by SEIU Local 1021 and the Chabot-Las Positas Community College District on November 3, 2021.

For SEIU 1021:

For CHABOT-LAS POSITAS
COMMUNITY COLLEGE
DISTRICT


Ryan Fettes (Nov 3, 2021 08:09 PDT)


