

MEMORANDUM OF UNDERSTANDING
Vaccine and Testing Mandate

This Memorandum of Understanding (“MOU”) is entered into by and between the Allan Hancock Joint Community College District (the “District”) and the California School Employees Association and its Allan Hancock Joint Community College District Chapter #251 (together “CSEA”).

On August 31, 2021, the Board of Trustees adopted a resolution for a vaccine requirement for all district employees and students to protect the health and safety of the College community. It was further resolved that those with vaccine exemptions be subject to COVID-19 testing.

The District and CSEA have met and conferred concerning the subject matter of this MOU.

AGREEMENT

In consideration of mutual agreements set forth herein, the parties agree as follows:

General Considerations

1. The district will inform local CSEA leadership and classified employees about vaccine availability and procedures for receiving vaccinations when clinics are hosted on-campus. The district will regularly update information on the college COVID website at www.hancockcollege.edu/covid.
2. The District will grant a \$250 (grossed up for statutory deductions) one-time payment to all bargaining unit members who are fully vaccinated (Two (2) weeks after their second dose in a 2-dose series, such as the Pfizer or Moderna vaccines, OR Two (2) weeks after a single-dose vaccine, such as Johnson & Johnson's Janssen vaccine). Payment will occur off cycle on supplementary payroll (10th of the month following board ratification). Employees who are not fully vaccinated at the time of the initial payment may provide proof of vaccination to human resources to receive a payment on the supplemental payroll following notification to human resources. Should additional vaccination incentives be offered, or at greater values to other bargaining units or meet and confer groups, CSEA shall receive the difference.
3. In the absence of statutory leave related to COVID-19. If a classified employee schedules an appointment to be vaccinated, and their appointment conflicts with their schedule, the employee will be released from their assignment for a reasonable period to receive the vaccination (not to exceed 4 hours per vaccination). The employee may use their own accrued balances to supplement on the day of each vaccination or if they experience side effects associated with vaccination. If statutory COVID-19 leaves are made available during the effective period of this MOU, those leaves will be retroactively applied to any member who used accrued leave associated with vaccination during the term of this MOU.

Vaccine Exemptions

4. The District acknowledges that under federal and state law, it must make reasonable accommodations to the vaccine requirement for employees who meet the legal requirements regarding having a sincere religious belief that is inconsistent with the vaccination mandate or who have a medical or disability-related reason that prevents vaccination. The District will inform employees how to request a religious or medical accommodation in writing to the Office of Human Resources. Employees must submit such a request in writing. Such employees shall be subject to the testing requirements described below. If an employee requests such accommodation, the employee has the right to have a union representative present to assist with discussing accommodation. If an employee meets the legal requirements for an exemption from the vaccination mandate and there is no reasonable accommodation available, the employee may take an unpaid leave of absence. The employee will be allowed to use accrued paid leave and afterwards take an unpaid leave of absence and will continue to receive any employer-provided health coverage on the same basis as if they were in paid status, as if taking leave under FMLA and CFRA. (See 2 C.C.R. § 10092(c).) The District will not oppose unemployment insurance benefits eligibility for employees who, through the reasonable accommodation process, obtain a period of unpaid leave as an accommodation because they cannot be vaccinated.

5. The parties recognize that the CDC and other medical experts do not believe the COVID-19 vaccine poses any special risks to pregnant or lactating people. Nevertheless, to accommodate individual concerns, the District will permit employees who are pregnant or lactating to delay getting vaccinated until no longer pregnant or lactating. Such employees shall take part in a reasonable accommodation process and submit to COVID-19 testing.

Testing Requirements

6. Employees who meet the requirements of having a sincerely held belief that is inconsistent with vaccination or are medically unable to obtain a vaccine and are approved for a medical exception, shall submit to regularly scheduled testing (at no cost to the employee) to ensure employees are negative of the COVID-19 virus and are cleared to be on-campus. Tests should be completed no more than three days prior to arrival on campus unless the frequency of required testing is reduced by the board of trustees.
 - a. Testing requirements will be suspended for 90 days following a verified COVID-19 infection. Members who have had COVID-19 will not be required to test for 90 days from when they started having symptoms from that previous infection (or since their first positive COVID-19 test if asymptomatic).

7. The District is providing testing services on campus at no-cost to employees. Additionally, employees may utilize their own healthcare provider, private or county resources for testing services. The district cannot guarantee off campus resources will be offered at no cost. The hours of operation and available test-types may vary, it is the responsibility of the employee to ensure they are tested in-time to meet their required testing obligations.
 - a. Testing Frequency: All unvaccinated employees shall adhere to the testing requirements established by the board of trustees.
 - b. Release Time: The District will release employees required to test from their assignment for a reasonable period, not to exceed 2 hours, to receive their test.
 - c. Weekend testing may be available as a courtesy, but it is not required that employees test on weekends.
 - d. Should the district be unable to provide testing (e.g. runs out of test kits), the district will release employees required to test from their assignment for a reasonable period to receive the off-campus test. The district will additionally reimburse the employee for out of pocket costs for testing if free testing through the county or other resources are unavailable.

8. Employees who decline testing are not permitted on campus and may use accrued vacation, personal necessity, or comp time to remain in paid status. The employee may then elect unpaid leave. Such an employee shall retain all seniority accrued prior to the unpaid leave and shall be entitled to return to work to their former position upon providing proof of vaccination, agreeing to participate in required testing, or if the circumstances of the pandemic change such that the board of trustees lifts the vaccination and testing mandates. Employees who remain non-compliant by May 27, 2022, and have exhausted their leave balances, will be placed on the 39-month rehire list.

9. When the District determines that the circumstances of the COVID-19 pandemic have changed such that the vaccination and testing mandate is lifted, the employer will notify CSEA and any employees who are on leaves of absence under this MOU.

Further Agreements

10. In the absence of State or Federal statutes that provide emergency paid sick leave. In the event a bargaining unit member must quarantine due to a workplace exposure, the affected employee will be permitted to work remotely as assigned by their supervisor during their quarantine period. If remote work is unavailable, the District will place those employees on paid administrative leave during their quarantine period in accordance with state/county isolation and quarantine guidelines.

11. Should a department or worksite be severely impacted by non-compliance with testing requirements, the District and CSEA shall meet and negotiate the impact on existing workloads of the remaining employees when such absences occur.
12. The District shall maintain the privacy of all information about employees' vaccination status as required. All employees shall submit proof to the District designated monitor(s) and will only be tracked and recorded by this designee.
13. Any disputes arising under this Agreement shall be addressed under the grievance procedure of the parties' collective bargaining agreement (Article 7: Grievance Procedure).
14. This MOU applies to all classified employees within the scope of representation set forth in the collective bargaining agreement between the parties.
15. This Agreement shall remain in effect until such time the board of trustees lifts the vaccination and testing mandate. CSEA and the district shall meet and negotiate as necessary based on changes to either the mandate or state/federal/county guidance related to vaccine and testing requirements and shall become effective upon ratification by the parties and the Board of Trustees.

Pam Blanchard

Pam Blanchard (Oct 27, 2021 22:30 PDT)

PAM BLANCHARD

Chapter #251 Acting President

Carlos Lopez

Carlos Lopez (Oct 29, 2021 10:34 PDT)

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For California School Employees Association

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Director of Human Resources

For the District