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**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE PASADENA AREA COMMUNITY COLLEGE DISTRICT  
AND**

**The Pasadena City College California Federation of Teachers Local 6525 (“PCC-CFT”)**

**COVID-19 DIFFERENTIAL COMPENSATION**

**AUGUST 28, 2021**

10 The Pasadena Area Community College District (“District”) and the **Pasadena City College**  
11 **California Federation of Teachers Local 6525 (“PCC-CFT”)** (collectively “Parties”) recognize  
12 the importance of maintaining safe facilities and operations for the benefit of the students and  
13 communities served by the District, and for the safety of District employees.

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15 On July 26, 2021, Governor Newsom announced a new initiative for state employees,  
16 “implementing a first-in-the-nation standard to require all state workers and workers in health care  
17 and high-risk congregate settings to either show proof of full vaccination or be tested at least once  
18 per week, and encourage all local government and other employers to adopt a similar protocol.”  
19 ([July 26, 2021](#).) Thereafter, the District announced a local vaccination verification program, and  
20 on **AUGUST 18, 2021**, the Parties negotiated and executed an MOU by which represented unit  
21 members were notified of their obligation to submit proof of vaccination or exemption on or before  
22 September 30, 2021.

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24 Pursuant to negotiations between the Parties, the following Memorandum of Understanding  
25 (MOU) supplements without replacing the agreement related to the COVID-19 vaccination policy  
26 in a manner that is calculated to encourage and promote campus safety while recognizing the  
27 tremendous efforts undertaken by unit members to ensure that District services remain available  
28 to the community and to ensure learning continues for students during the COVID-19 pandemic.  
29 To these ends, the Parties agree as follows:

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31 1. **Term:** This MOU shall become effective on the first day of the Fiscal year 2021, July 1, 2021,  
32 through December 23, 2021. This MOU is intended to apply to all on-campus District work  
33 performed by classified unit members during the Fall 2021 term and shall apply retroactively  
34 in the event that the MOU is executed or ratified subsequent to August 30, 2021.
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36 2. **Differential Compensation:** Consistent with Education Code Section 88182, the Parties  
37 acknowledge that ongoing public health conditions and the vaccination verification transition  
38 period present unique working conditions for classified staff performing on campus work. The  
39 District agrees to provide differential compensation to eligible unit members in the amount of  
40 \$50.00 per each day worked as noted in item 4 below (Eligibility). This differential shall be  
41 applied without regard to whether straight-time and/or overtime compensation is earned  
42 during that workday or whether a unit member works only a portion of their regular  
43 assignment.
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45 3. Additionally, for CFT members providing proof of vaccination status by September 30, 2021,  
46 the District will compensate the member \$500.00. Any sequential submission after September  
47 30, 2021, will be reduced monthly by \$200.
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49 4. **Eligibility:** Understanding that all employees working at District and/or non-District sites (e.g.  
50 community partners) perform a public facing service in support of District operations, all unit  
51 members shall be eligible to earn the differential compensation set forth in Paragraph 2. The  
52 differential shall be paid for unit members who work a minimum of half their normal scheduled  
53 shifts/ to work at a District and/or non-District site (as directed).

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Unit members performing "remote" work assignments, on an approved leave of absence with or without pay, on a classified reemployment list due to layoff and/or medical inability to work, or who remain employed pending the outcome of any disciplinary action initiated by the District shall not be eligible for the differential. Eligibility for the differential is dependent upon being actively employed on the date this MOU is signed and is only continued through the active employment of the member through December 23, 2021. No differential compensation shall be paid to unit members who experience a change in assignment or leave status that renders them ineligible.

- 5. **Temporary Adjustment:** The differential compensation set forth above shall be paid to eligible unit members. Consistent with Education Code Sections 88180 *et seq*, this differential is intended to be temporary, and shall not create any entitlement to an increased rate of pay beyond the expiration of this MOU.
- 6. **Miscellaneous:**
  - a. Compensation granted pursuant to this MOU shall not be creditable/pensionable compensation for purposes of CalPERS reporting.
  - b. The Parties acknowledge and understand that the purpose of the compensation detailed herein is to support and encourage efforts to fight the spread and transmission of COVID-19 at the District.

The Parties agree and understand that this MOU may be modified, rescinded, or extended upon the mutual written agreement of the Parties. Unless otherwise evidenced by written agreement, this MOU shall continue in full force and effect until 11:59 p.m. on December 23, 2021, at which time the MOU shall expire. This MOU shall be non-precedential, and may not be cited by either Party as evidence of the existence of a past practice.

For the District:	 <u>Robert Blizinski (Sep 2, 2021 13:38 PDT)</u>	Date: Sep 2, 2021
For the Local 6525 ("PCC-CFT"):	 <u>Julio Huerta (Aug 31, 2021 09:42 PDT)</u>	Date: <b>Aug 31, 2021</b>
For the Local 6525 ("PCC-CFT"):	 <u>Gary Potts (Sep 1, 2021 13:30 PDT)</u>	Date: <b>Sep 1, 2021</b>
For the Local 6525 ("PCC-CFT"):	_____	Date: _____