DRAFT

BETWEEN THE PASADENA AREA COMMUNITY COLLEGE DISTRICT

and Its

POLICE ASSOCIATION

POA

August 9, 2021

The parties enter into this Supplemental Agreement in their continued response to the COVID-19 epidemic to (1) continue to follow public health directives, guidance, and practices.

This Agreement is effective and covers work performed beginning August 23 through December 12, 2021. Should the need for this Side Letter Agreement to extend beyond Fall Semester 2021, nothing in this agreement shall be precedent setting in future situations, nor will not bind the Parties in any future action, whether under similar circumstances or not, and cannot be introduced in any grievance, arbitration, complaint, administrative, or legal proceeding as evidence of past practice or intent of the Parties or meaning or application of the collective bargaining agreement. To the extent this Agreement contains new terms, it supersedes the parties' COVID Emergency Agreements.

As a condition of employment, the District shall require vaccinations of all personnel and students by September 30, 2021. Because of this timing, employees working on campus, will need to have at least one vaccination shot by August 30, 2021, with verification of the second vaccination shot by September 13, 2021, allowing for any medical and religious exemptions required by state and Federal law.

People are considered fully vaccinated: + 2 weeks after their second dose in a 2-dose series, such as the Pfizer or Moderna vaccines; or. 2 weeks after a single-dose vaccine, such as Johnson & Johnson's Janssen vaccine.

- Classified personnel, who are not vaccinated and do not have a district granted exemption or deferral by September 30, 2021 shall be issued **written reprimand** noting the districts possible intent to terminate if the employee does not get vaccinated or receive an exemption by December 31, 2021.

- Classified personnel without a medical, religious or deferral exemption, who are not vaccinated by the first day of the Spring 2022, semester will receive **a discipline charge letter** noting the District's intent to terminate.

- All Classified personnel, who are not vaccinated will be required to COVID test weekly without exception.

- Classified personnel, who are not vaccinated and do not have a district granted exemption or deferral and miss any weekly COVID test will immediately receive a **discipline charge letter** noting the District's intent to terminate.

- Exempted non-vaccinated employees will also be required to COVID test weekly through December 31, 2021. Exempted individuals who miss a test will receive a **written**

reprimand. A second missed test will result in a **disciplinary charge letter** noting the District's intent to terminate. Classified personnel may test with their own provider.

1. The District shall make every attempt to provide vaccination clinics for all staff and students during the term of this agreement. The District has currently scheduled clinics for August 3, 2021, and August 24, 2021. During Fall 2021, should boosters be recommended by city, county, state or federal entities, the District shall host clinics throughout the semester.

2. Masking will be required in indoors public spaces of all persons on campus through December 2021 and beyond if necessary.

3. Work-Stations. The District shall provide clean, sanitized, safe, working spaces in conformance with COVID-19 guidelines and health orders from federal, state, and local public health officers. These guidelines may include, but are not limited to, items such as maximum occupancy of classrooms; appropriate social distancing requirements for all instructional/non-instructional spaces; limits on the number of classes/students allowed on campus and within each building at any given time; limits on hallway and bathroom use; cleaning and disinfecting requirements; and the provision of personal protective equipment (PPE) for staff and students. In addition, Personal Protective Equipment (PPE) as necessary for any staff working on campus during this period will be provided. Staff can also choose to bring their own PPE to their work-stations, so long as the PPE is in compliance with the above guidelines.

4. The District will provide reasonable accommodations as required under State and Federal Law for individuals medically unable to take the vaccine.

5. COVID-19 Exposure. A POA member may take leave if the member is unable to work or telework for any of the following reasons:

   - Caring for themselves: If the staff member is subject to quarantine or isolation period related to COVID-19 as defined by an order or guidelines of the California Department of Public Health, the federal Centers for Disease Control and Prevention, or a local health officer with jurisdiction over the workplace, has been advised by a healthcare provider to quarantine, or is experiencing COVID-19 symptoms and seeking a medical diagnosis.
   - Caring for a Family Member: The covered employee is caring for a family member who is subject to a COVID-19 quarantine or isolation period or has been advised by a healthcare provider to quarantine due to COVID-19, or is caring for a child whose school or place of care is closed or unavailable due to COVID-19 on the premises.
   - Vaccine-Related: The covered employee is attending a vaccine appointment or cannot work or telework due to vaccine-related symptoms.

     Personnel who must be absent from work for more than the allowed 80 hours will continue to be eligible for the original agreed upon additional 56 sick time hours if the staff member has been diagnosed by a health care provider with COVID-19 (or have the ability to work online if their assignment allows). Staff who the need

to continue taking extra precautions for themselves and or family/household members shall be provided with options for further absence from work, including the ability to work online.

If additional State or Federal authorization and appropriations for additional paid sick leave are approved, such as HR 6201 and SB 95, unit members who utilize paid sick leave for the purposes of quarantine, diagnosis, or preventative care shall be entitled to a leave credit in those amounts and at those rates as authorized by law.

6. Quarantining, contract tracing, and closure procedures shall adhere to City, County, CALOSHA and State Department of Public Health protocols.

This MOU is intended to address the impacts and effects of the return to campus for Fall 2021 as of the date of execution of this agreement. However, the Parties agree that subsequent events may require additional discussion or create additional impacts and effects, and any additional changes to workload, calendar, or access to campus and resources will be negotiated between the parties.

7. Each member shall receive a reasonable amount of time at the end of their shift, not to exceed fifteen (15) minutes, to sanitize and disinfect duty equipment, uniforms, and/or personal belongings used during the course of assignment.

8. Upon request, the District will provide with hand sanitizer, masks, latex gloves and other PPE.

Signed and entered this 13 day of August, 2021.

FOR THE COLLEGE DISTRICT	FOR POA