

October 8, 2021

MEMORANDUM OF UNDERSTANDING
BETWEEN THE PALOMAR COMMUNITY COLLEGE DISTRICT
AND THE PALOMAR COUNCIL OF CLASSIFIED EMPLOYEES, AFT Local #4522

This Memorandum of Understanding (“MOU”) is entered by and between the PALOMAR COMMUNITY COLLEGE DISTRICT (“District”) and the PALOMAR COUNCIL OF CLASSIFIED EMPLOYEES, AFT Local #4522 (“CCE”) [Collectively as “The Parties”] and is with respect to the implementation of a District Vaccination and Immunization Plan in response to the COVID-19 pandemic.

WHEREAS, The District and CCE recognize the importance of maintaining safe facilities and operations, for the benefit of the students and communities served by the District and its personnel, the parties also recognize the importance of prudent measures to prevent District employees, students, their families or other people using District facilities from being exposed to or infected by COVID-19. The parties acknowledge that all members of the campus community are responsible for mitigating the spread of infectious diseases, and that care should be taken by all to identify potential exposure and prevent the spread of the disease. The parties further agree that continuity of the District operations should be maintained, and provisions should be made for District employees who are impacted by the pandemic;

WHEREAS, on March 4, 2020, the Governor of California, Gavin Newsom, declared a California State of Emergency over the COVID-19 Pandemic;

WHEREAS, on March 13, 2020, the President of the United States, Donald Trump, declared a State of National Emergency over the COVID-19 Pandemic;

WHEREAS, in response to COVID-19 the District has put in place many measures to ensure the safety and welfare of its students, faculty and staff;

WHEREAS, The Parties have discussed the global pandemic impacting the nation and state, COVID-19 Pandemic;

WHEREAS, The Parties have decided it is in their mutual interest to negotiate and reach an agreement that memorializes the parties’ commitment to mitigate the impacts of the COVID-19 Pandemic while still supporting the District’s educational mission;

WHEREAS, COVID-19 vaccines produced by Johnson & Johnson, Moderna, and Pfizer BioNTech have U.S. Food and Drug Administration (FDA) Emergency Use Authorization (EUA) and are deemed safe for the public;

WHEREAS, the vaccines continue to go through the process of full FDA approval;

WHEREAS, the District also recognizes the effectiveness of vaccines approved by the World Health Organization (WHO) for emergency use;

WHEREAS, The Parties recognize that the District has made the decision that a mandatory employee vaccination plan is critical to ensure a safe transition to increase face-to-face operations;

WHEREAS, The Parties met, in good faith, on May 25, June 14, June 24, July 8, August 11, August 18, August 25, September 16, September 21, September 29, and October 8, 2021 to negotiate the impacts of the attached Vaccination and Immunization Plan, incorporated herein by reference;

NOW, THEREFORE, The Parties hereby agree that the following provisions shall be in effect immediately:

1. **Employee COVID-19 Vaccination Requirement:** The Parties recognize that the District is exercising its right to require employees to be fully vaccinated against COVID-19 in order to be physically present on District premises.
2. **COVID-19 Vaccination Requirement Implementation:** The Parties recognize the employee COVID-19 vaccination requirement shall be implemented once one (1) of the COVID-19 vaccinations has received full FDA approval. Once one (1) of the COVID-19 vaccinations has received full FDA approval, employees will have six (6) weeks to be fully vaccinated in accordance with Section I Scope of Coverage and Section II Effective Dates of the attached Vaccination and Immunization Plan.
3. **Effective Dates of the COVID-19 Vaccination Requirement:** The District's COVID-19 vaccination requirement for employees to be physically present on District premises shall be effective in accordance with Section II Effective Dates of the attached Vaccination and Immunization Plan.
4. **Proof of Vaccination:** Once fully vaccinated with the COVID-19 vaccine, employees must provide the District proof of vaccination and a signed Confidentiality of Medical Information Act release to be physically present on campus in accordance with Section III Proof of Vaccination of attached Vaccination and Immunization Plan.
5. **Health or Medical Records:** In accordance with Section IV Health or Medical Records of attached Vaccination and Immunization Plan, the District will not request any health or medical information for the purpose of enforcement of the Plan other than proof of vaccination except for required documentation under the Americans With Disabilities Act (ADA). Additionally, any proof of vaccination an employee provides to the District will be safely stored in a manner consistent with applicable law and in accordance with the District's practice for storing employees medical information.
6. **Exemptions from the Vaccine Requirement:** Employees may be exempt from the vaccine requirement for the following reasons:
 - a) **Qualifying Medical Condition:** The employee submits a written statement from a healthcare provider exempting them due to the person's qualifying disability. This statement must be submitted on the healthcare provider's office letterhead with the healthcare provider's printed name, license number, signature, and date the statement is issued. Alternatively, employees may submit the Medical Exemption Form contained in the Vaccination and Immunization Plan. Employees should submit the statement to benefits@palomar.edu.
 - b) **Sincerely Held Religious Belief:** If the employee objects to receiving the COVID-19 vaccine based on a sincerely held religious belief, the employee should complete and submit the corresponding Religious Exemption Request Form for COVID-19 Vaccination. Employees should submit the completed form to benefits@palomar.edu.
7. **Unvaccinated Employees:** Employees with a qualifying exemption under Section 6 shall be required to submit to weekly COVID-19 testing provided by the District. Testing shall be on work time. Employees directed to work on site shall have a test completed within the preceding seven calendar days if unvaccinated.

8. **Accommodations Process:** The accommodations process shall be held in accordance with the provisions of Section VI Accommodations Process of the attached Vaccination and Immunization Plan, the Americans with Disabilities Act (ADA), Title VII of the Civil Rights Act, the Fair Employment and Housing Act (FEHA), and all other applicable state and federal laws.
9. **District Vaccine Distribution:** The District shall make reasonable effort to ensure that COVID-19 vaccines are available to employees at its campuses once it begins implementation of the vaccine requirement. Employees who elect to get vaccinated at one the District's vaccination locations shall be in paid status while they are getting vaccinated and shall not be required to use any leave time in order to receive their vaccination.
10. **Leaves of Absence for COVID-19 Vaccinations:** The District shall provide employees, receiving the COVID-19 vaccination, leave time for attending a vaccine appointment or for those that cannot work or telework due to vaccine-related symptoms. The leave provided to employees in this section shall not be pulled from any employees' existing leave accruals.
11. **Noncompliance:** Employees who fail to adhere to the weekly testing protocols or abide by the vaccination mandate generally shall be required to utilize their own leave until they become compliant with testing protocols and/or may be disciplined in accordance with the CBA. The District shall meet with employees, with their union representative present, to discuss their noncompliance and to determine next steps which may include telecommuting, leaves of absence, etc. The District acknowledges that disciplinary action shall be a last resort to address employee noncompliance. While the District will begin having conferences with employees who are noncompliant with the vaccination mandate immediately following the October 11th deadline to determine next steps, the District agrees that it will not take any adverse action on any noncompliant employees' employment with the District until November 11th. As such, the District shall not subject such employees to disciplinary action until after November 11th. Unit members who are not in compliance with the vaccination mandate by October 11th may telecommute until November 11th if such work is available, after which a permanent plan to address noncompliance shall be determined by the District. Such employees must take immediate steps to be in compliance with the mandate by October 25th (ie, receiving at least one vaccination shot or submission of exemption forms). The District will make a good faith effort to find telecommute work for employees.
12. **Compliance with Further Laws and Governmental Orders:** The Parties recognize that the COVID-19 pandemic is evolving and so is governmental response. The parties will comply with further state or federal legislation or orders as they affect this MOU and will bargain as needed over them.

In the event that the District mandates vaccines in response to the COVID-19 pandemic and implements the attached Vaccination and Immunization Plan, The Parties agree that working conditions and all contractually negotiable issues have been sufficiently negotiated in good faith. However, The Parties agree that subsequent events may require additional discussion or create additional impacts and effects, and agree to meet and negotiate over those matters in good faith as needed. The attached Vaccination and Immunization Plan shall be implemented pending Governing Board approval of BP/AP 7330 Communicable Diseases.

Dated: Oct 11, 2021


Anel Gonzalez (Oct 11, 2021 15:19 PDT)

Anel Gonzalez
CCE/AFT #4522 President

Dated: Oct 11, 2021


David Joseph Montoya III (Oct 11, 2021 09:01 PDT)

David Joseph Montoya III
Vice President, Human Resources
District Chief Negotiator









Palomar CCE Vaccine Mandate Impacts and Effects MOU FINAL

Final Audit Report

2021-10-11

Created:	2021-10-11
By:	Maria Zapien Rangel (mzapienrangel@palomar.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-VMj-DfwWSIUo8ZGD73SQoH-T7dZopc_

"Palomar CCE Vaccine Mandate Impacts and Effects MOU FINAL" History

-  Document created by Maria Zapien Rangel (mzapienrangel@palomar.edu)
2021-10-11 - 3:55:13 PM GMT- IP address: 205.153.156.222
-  Document emailed to David Joseph Montoya III (dmontoya@palomar.edu) for signature
2021-10-11 - 3:55:54 PM GMT
-  Document emailed to Anel Gonzalez (agonzalez@palomar.edu) for signature
2021-10-11 - 3:55:55 PM GMT
-  Email viewed by David Joseph Montoya III (dmontoya@palomar.edu)
2021-10-11 - 4:00:43 PM GMT- IP address: 104.47.51.126
-  Document e-signed by David Joseph Montoya III (dmontoya@palomar.edu)
Signature Date: 2021-10-11 - 4:01:09 PM GMT - Time Source: server- IP address: 47.208.128.125
-  Email viewed by Anel Gonzalez (agonzalez@palomar.edu)
2021-10-11 - 10:12:32 PM GMT- IP address: 174.195.130.109
-  Document e-signed by Anel Gonzalez (agonzalez@palomar.edu)
Signature Date: 2021-10-11 - 10:19:56 PM GMT - Time Source: server- IP address: 174.195.130.109
-  Agreement completed.
2021-10-11 - 10:19:56 PM GMT