

MEMORANDUM OF UNDERSTANDING
BETWEEN
LOS RIOS COMMUNITY COLLEGE DISTRICT
AND
LOS RIOS COLLEGE FEDERATION OF TEACHERS (LRCFT)

9.7.21

Topic:

Los Rios Community College District COVID-19 Vaccination and Immunization Operational Protocol effects negotiations.

Background:

On August 3, 2021, the Los Rios Community College District Board of Trustees adopted Resolution Number 202118, directing the Chancellor or designee to develop and implement a COVID-19 vaccine requirement for District employees, including verification of proof of vaccination. The Board directed that the requirement be effective for District employees as soon as practicable during the Fall semester, with a goal of all employees having received a first dose by no later than October 1, 2021.

On August 19, 2021, the District provided LRCFT a copy of the Los Rios Community College District COVID-19 Vaccination and Immunization Operational Protocol (Operational Protocol), and the parties scheduled effects negotiations related to the Operational Protocol beginning the week of August 23, 2021. District and BARGAINING UNIT have negotiated the effects of the Operational Protocol in good faith, and this MOU sets forth the agreement reached between the parties.

Agreement:

It is agreed:

1. **Extension of Emergency Supplemental Sick Leave:** Senate Bill 95 extended existing COVID-19 related emergency supplemental sick leave provisions for employees through September 30, 2021 ("Emergency Supplemental Sick Leave Program"). The parties agree to extend the provisions of the Emergency Supplemental Sick Leave Program through December 16, 2021 for bargaining unit members. This extension will ensure that employees have access to the existing Emergency Supplemental Sick Leave Program benefits throughout the period that bargaining unit members will be receiving vaccination doses consistent with the Operational Protocol.
2. **Unpaid Leave of Absence:** Employees who do not comply with the provisions of the Operational Protocol are subject to discipline up to and including termination. The parties agree that bargaining unit members who are out of compliance with the requirements of the Operational Protocol may elect to take an unpaid leave of absence through December 16, 2021 in lieu of engaging in the discipline process.

The parties agree that bargaining unit members must submit a written request for this unpaid leave of absence in advance and in writing to the Human Resources Department. LRCFT understands and agrees that District may not grant the unpaid leave of absence contemplated in this section once the District has initiated a discipline process for a bargaining unit member related to a violation of the Operational Protocol.

The parties agree that bargaining unit members will be subject to discipline in the event they remain out of compliance with the Operational Protocol at the end of their unpaid leave of absence.

3. **Discipline Process:** The parties agree that bargaining unit members who are subject to discipline for violation(s) of the Operational Protocol will maintain the benefits and protections of the collective bargaining agreement between District and LRCFT, including the progressive discipline process identified in the collective bargaining agreement. Moreover, the parties agree that any progressive discipline implemented shall be separate from any ongoing or previous discipline.

Signed by:

LRCCD: Jamey Nye, Deputy Chancellor and Jake Knapp, Associate Vice Chancellor

LCFT: Jason Newman, President and Belinda Lum, Chief Negotiator