

MEMORANDUM OF UNDERSTANDING
BETWEEN
LOS RIOS COMMUNITY COLLEGE DISTRICT
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1021

November 1, 2022

Topic:

Effects negotiations related to the withdrawal of the Los Rios Community College District COVID-19 Vaccination requirement.

Background:

Since the onset of the COVID-19 pandemic in March of 2020, the parties have worked collaboratively to provide safe and effective learning and work environments for District students and employees. As issues related to COVID-19 continue to evolve and the public health response to COVID-19 transitions into a new phase, the parties agree to continue using their best efforts to meet the health, safety, workplace, and educational interests of students and employees moving forward.

On October 19, 2022, the Los Rios Community College District Board of Trustees adopted a motion that directed the Chancellor, in part, to “take any and all actions necessary to discontinue the COVID-19 vaccine requirement established by Resolution 2021-18 for District employees, students, and others who access District facilities at any district location as soon as practicable.” The parties scheduled effects negotiations related to the withdrawal of the vaccine requirement beginning the week of October 31, 2022. District and SEIU have negotiated the effects of the withdrawal of the vaccine requirement in good faith, and this MOU sets forth the agreement reached between the parties.

Agreement:

It is agreed for the Spring 2023 Semester:

1. **Extension of Emergency Supplemental Sick Leave:** Throughout the COVID-19 pandemic, various legislative enactments have extended COVID-19 related emergency supplemental sick leave provisions for employees (“Emergency Supplemental Sick Leave Program”), and the parties previously agreed to extend the provisions of the Emergency Supplemental Sick Leave Program through December 31, 2022. The parties agree to extend the provisions of the Emergency Supplemental Sick Leave Program through June 30, 2023 for SEIU members. This extension will ensure that employees continue to have access to the existing Emergency Supplemental Sick Leave Program benefits for a period of time during and after the withdrawal of the vaccination requirement.
2. **Availability of At-Home Covid Tests:** The District agrees to make at-home COVID-19 antigen tests (COVID-19 Tests) reasonably available to employees upon request and as-needed through the Spring 2023 semester. COVID Tests shall be made available at each college, and employees shall be able to obtain up to four (4) COVID Tests per month, subject to availability. The parties agree that employees are expected to first obtain COVID-19 Tests from their District-sponsored health plan, to the extent they are available. The District will use its best efforts to provide COVID-19 Tests to employees who are not covered by a District-sponsored health plan, and to supplement, to the extent necessary, the COVID-19 Tests made available to covered employees. The District’s provision of COVID-19 Tests is subject to availability, including national and regional supply constraints.
3. **Availability of Disposable Masks:** The District agrees to make disposable masks, including surgical and/or N95 masks, available for employees and students at each college, consistent with the recommendations of public health authorities, including the CDC and the California Department of Public Health. The District’s provision of disposable masks is subject to availability, including national and regional supply constraints.

4. **Air Filters and Physical Spaces:** The District has completed the conversion of air filtration and operational run times for air handler units in District facilities to meet air flow and filtration recommendations identified by the CDC and ASHRAE. MERV-13 filters have been installed in 98% of District facilities, and serve to purify the air from virus, including COVID-19. In the locations that District facilities are unable to be fitted with MERV-13 filters, the District agrees to follow CDC and ASHRAE recommendations by operating the HVAC system for a minimum of two hours before occupancy and two hours after occupancy to flush out the entire air volume of the physical space.

5. **Positive Case Reporting:** The District agrees to continue following all relevant testing, contact tracing, quarantine, and notification protocols required by CalOSHA, the California Department of Public health, and local public health departments.

6. **Recommended Vaccines, Boosters, and Masks:** The District agrees to strongly encourage District employees and students to obtain COVID-19 vaccines and to remain up-to-date on any booster doses recommended by state and local public health authorities. The District will encourage, but not require, employees to wear masks, unless required by relevant public health authorities.

LRCCD:



11/07/2022

Mario Rodriguez, Executive Vice
Chancellor, Finance & Administration



11/02/2022

Carrie Bray, Acting Associate Vice
Chancellor, Human Resources

SEIU:



Casey Thompson (Nov 2, 2022 16:15 PDT)

11/02/2022

Casey Thompson, SEIU Local 1021



Andrew La Torre (Nov 7, 2022 05:22 PST)

11/07/2022

Andrew La Torre, SEIU Local 1021