Memorandum of Understanding  
between  
Service Employees International Union (Local 1021)  
and  
Ohlone Community College District  

COVID-19 VACCINE MANDATE

Ohlone Community College District ("the District") is committed to providing a safe and healthy campus. In the furtherance of this commitment, the Board of Trustees approved Board Policy 3507–COVID-19 VACCINATION INTERIM POLICY which requires that all employees to be fully vaccinated against COVID-19 unless approved as exempt due to verified medical/disability or religious reasons.

Service Employees International Union (Local 1021) and the District agree as follows regarding the effects of the District Board of Trustees decision to mandate the COVID-19 vaccine.

A. EFFECTIVE DATE OF COVID-19 VACCINE MANDATE

This vaccine mandate is effective September 30, 2021.

B. COMPLIANCE WITH COVID-19 VACCINATION MANDATE

1. Effective September 30, 2021, all employees must be fully vaccinated against the virus that causes COVID-19 in order to be physically present on District premises or inside a building or office unless they receive an approved medical/disability or religious exemption.

2. The acceptable proof of vaccination the District will recognize any of the following:
   a. COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card) which includes name of person vaccinated, type of vaccine provided and date last dose administered).
   b. a photo of a Vaccination Record Card as a separate document.
   c. a photo of the client's Vaccination Record Card stored on a phone or electronic device.
   d. documentation of COVID-19 vaccination from a health care provider.
   e. digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader client name, date of birth, vaccine dates and vaccine type.
3. Employees are considered fully vaccinated for COVID-19 two weeks or more after they have received the second dose in a 2-dose series (e.g., Pfizer-BioNTech or Moderna), or two weeks or more after they have received a single dose in a single dose vaccine (e.g., Johnson and Johnson/Janssen).

4. The District will provide employees with reasonable release time to travel and become vaccinated. Compensation shall be at the employee’s regular rate of pay. Employees will arrange vaccination time with their supervisor.

5. The District will provide employees with sick leave who become vaccinated with sick leave that may be used in order to recover from any side effects of the COVID-19 vaccinations.

6. The District will provide a safe and secure method by which to upload their proof of vaccination and a signed Confidentiality of Medical Information Act release (“The Release”). By uploading your form, you are giving us authorization.

7. Employees who do not comply with these procedures or falsify information may face discipline up to and including termination.

C. ACCOMMODATION PROCESS

The exemption forms will be made available to employees on September 9, 2021.

1. Employees who request an exemption must complete the entire process, including but not limited to providing all required documentation, any supplemental documents upon request, and obtain District approval in order to qualify as exempt. Employees who do not qualify as exempt must obtain the vaccine, or request leave as described below.

2. All accommodations decisions shall be made through the interactive process overseen by the Human Resources Department. Validity of exemption requests will be determined by Human Resources. Accommodation decisions shall be made with the employees’ immediate supervisor and Human Resources.

3. The District shall provide reasonable accommodations to employees who can provide proof of at least the first vaccination (Pfizer or Moderna) or of the Johnson & Johnson/Janssen vaccination by September 30, 2021. Employees who received their first shot (Pfizer or Moderna) but have not received their second shot will have the opportunity to utilize their sick or vacation leave to be on paid status to
complete their second shot by October 7, 2021. Section E applies to those employees who are not fully vaccinated.

4. Employees are entitled to union representation in accommodations meetings.

D. Reasonable Accommodations

Employees who believe they are eligible for a medical/disability or religious exemption must complete the appropriate District forms and engage in the interactive accommodation process.

1. The accommodations process will determine whether a reasonable accommodation exists to enable an employee to perform the “essential functions” of their job. Essential functions vary by job class and therefore the process shall be case by case and may result in different outcomes in different cases. The District will follow its normal accommodations policy in determining a reasonable accommodation.

2. An accommodation must enable the employee to meet the essential functions of the position of which they are assigned.

3. The District will consider the employee’s preferred accommodation or other possible accommodations and will select and implement the accommodation that it deems effective, which may include, but is not limited to: (1) job restructuring or job reassignment; (2) modification of work practices; (3) alterations to worksite location. Due to the serious risk that the COVID-19 pandemic poses, the District must take into consideration the health and safety of the workplace, interaction with other employees, students and the community, when determining a reasonable accommodations.

4. In addition to section D.3, the employee may be subjected to other safety measures including but not limited to:
   a. Personal protective equipment: face covering; face shields,
   b. Physical/social distancing
   c. Working alone in an area that allows the employee the least amount of interaction with other employees and students
   d. Avoiding large gatherings
   e. Working a hybrid schedule (depending on the needs of the District and/or the employee’s essential functions and areas of responsibilities)
   f. Weekly testing for COVID-19. Employees will be tested on their own time or use sick leave if during working hours.
Ohlone will be mindful in considering all reasonable accommodations for employees who cannot be vaccinated due to a qualifying medical/disability or a sincerely held religious belief.

Ohlone is not obligated to provide employees an accommodation that would pose a direct threat to the health and safety of the workplace. As such, certain unvaccinated employees, whose job duties necessitates direct contact with other employees, students and/or the community cannot be reasonably accommodated at the workplace due to a direct threat to the health and safety of the workplace as a result of their presence there.

E. EMPLOYEES WHO DO NOT QUALIFY FOR A MEDICAL/DISABILITY OR RELIGIOUS EXEMPTION

1. Employees who are not vaccinated and do not qualify for a disability/medical or religious exemption may utilize their vacation time and compensatory time to be absent from work. Upon expiration of such leaves, such employees must request an unpaid leave of absence, pending board approval.

The unpaid leave will terminate upon the earlier of:
- Up to six months;
- The employee becoming fully-vaccinated; or
- The District lifting the vaccine mandate. Any employees on unpaid leave under this MOU must be prepared to report to work immediately upon becoming fully-vaccinated or the District lifting the vaccine mandate. Failure to report to work will be subject to discipline up to and including dismissal.

2. Remote work may not be an option for employees who are not vaccinated and do not qualify for a medical or religious exemption.

3. Employees who wish to utilize vacation, compensatory time, and/or unpaid leave under this section must submit a request in writing to Human Resources.

4. The District may backfill any vacancies caused by employees utilizing such unpaid leave, for the duration of the leave without limitation.

5. Employees on unpaid leave under this section may continue their medical, dental and vision coverage (as available to them in paid status) by paying the full cost of
such benefits in advance on a monthly basis following any procedures required by
the District. Employees would not receive any District contribution to the cost.

For the District
OHLONE COMMUNITY COLLEGE DISTRICT

Date: _____________________

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For the Union
SERVICE EMPLOYEES
INTERNATIONAL UNION (SEIU)

Date: _____________________

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