

1 **COUNTER PROPOSAL MEMORANDUM OF UNDERSTANDING**
2 **BETWEEN THE PASADENA AREA COMMUNITY COLLEGE DISTRICT**
3 **AND ITS POLICE OFFICERS ASSOCIATION**

4
5 **COVID-19 DIFFERENTIAL COMPENSATION**

6
7 **September 1, 2021**

8
9 The Pasadena Area Community College District (“District”) and **its Police Officers Association**
10 **(“POA”)** (collectively “Parties”) recognize the importance of maintaining safe facilities and
11 operations for the benefit of the students and communities served by the District, and for the
12 safety of District employees.

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14 On July 26, 2021, Governor Newsom announced a new initiative for state employees,
15 “implementing a first-in-the-nation standard to require all state workers and workers in health care
16 and high-risk congregate settings to either show proof of full vaccination or be tested at least once
17 per week, and encourage all local government and other employers to adopt a similar protocol.”
18 ([July 26, 2021](#).) Thereafter, the District announced a local vaccination verification program, and
19 on **AUGUST 18, 2021**, the Parties negotiated and executed an MOU by which represented unit
20 members were notified of their obligation to submit proof of vaccination or exemption on or before
21 September 30, 2021.

22
23 Pursuant to negotiations between the Parties, the following Memorandum of Understanding
24 (MOU) supplements without replacing the agreement related to the COVID-19 vaccination policy
25 in a manner that is calculated to encourage and promote campus safety while recognizing the
26 tremendous efforts undertaken by unit members to ensure that District services remain available
27 to the community and to ensure learning continues for students during the COVID-19 pandemic.
28 To these ends, the Parties agree as follows:

- 29
- 30 1. **Term:** This MOU shall become effective on the first day of the Fiscal year 2021, July 1, 2021,
31 through December 23, 2021. This MOU is intended to apply to all on-campus District work
32 performed by classified unit members during the Fall 2021 term, and shall apply retroactively
33 in the event that the MOU is executed or ratified subsequent to August 23, 2021.
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35 2. **Differential Compensation:** Consistent with Education Code Section 88182, the Parties
36 acknowledge that ongoing public health conditions and the vaccination verification transition
37 period present unique working conditions for classified staff performing in-person services.
38 The District agrees to provide differential compensation to eligible unit members in the amount
39 of \$50 per full day of assigned work. This differential shall be applied without regard to whether
40 straight-time and/or overtime compensation is earned during that workday or whether a unit
41 member works only a portion of their regular assignment.
 - 42
43 3. **POA (Essential personnel)** members shall be eligible for a one time, off schedule Higher
44 Education Emergency Relief Fund payment of \$1500 based on their onsite work associated
45 with implementing evidence-based practices to monitor and suppress COVID-19 in
46 accordance with public health guidelines, including safety and security measures to the
47 campus and community.

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49 Additionally, for POA members providing proof of vaccination status by September 30, 2021,
50 the District will compensate the member \$500.00. Any sequential submission after September
51 30, 2021, will be reduced monthly by \$200.

53 4. **Eligibility:** All unit members shall be eligible to earn the differential compensation set forth in
54 Paragraph 2 under the following circumstances:

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56 a. The differential shall be paid for all shifts/hours that unit members are directed to
57 perform services at the unit members primary on-campus work location.


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59 b. The differential shall be paid for all shifts/hours that unit members are directed to
60 perform public-facing services at District sites or non-District sites (e.g. community
61 partners) in support of District operations.

62
63 Unit members performing "remote" work assignments, on an approved leave of absence with
64 or without pay, on a classified reemployment list due to layoff and/or medical inability to work,
65 or who remain employed pending the outcome of any disciplinary action initiated by the District
66 shall not be eligible for the differential. Eligibility for the differential is dependent upon being
67 actively employed on the date this MOU is signed and is only continued through the active
68 employment of the member through December 23, 2021. No differential compensation shall
69 be paid to unit members who experience a change in assignment or leave status that renders
70 them ineligible.

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72 5. **Temporary Adjustment:** The differential compensation set forth above shall be paid to
73 eligible unit members. Consistent with Education Code Sections 88180 *et seq*, this differential
74 is intended to be temporary, and shall not create any entitlement to an increased rate of pay
75 beyond the expiration of this MOU.

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77 6. **Miscellaneous:**
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79 a. Compensation granted pursuant to this MOU shall not be creditable/pensionable
80 compensation for purposes of CalPERS reporting.
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82 b. The Parties acknowledge and understand that the purpose of the compensation detailed
83 herein is to support and encourage efforts to fight the spread and transmission of COVID-
84 19 at the District.

85
86 The Parties agree and understand that this MOU may be modified, rescinded, or extended upon
87 the mutual written agreement of the Parties. Unless otherwise evidenced by written agreement,
88 this MOU shall continue in full force and effect until 11:59 p.m. on December 23, 2021, at which
89 time the MOU shall expire. This MOU shall be non-precedential, and may not be cited by either
90 Party as evidence of the existence of a past practice.

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93 For the District:  _____ Date: Sep 2, 2021

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95 For the Association:  _____ Date: Sep 1, 2021

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