Appendix B – COVID Provisions

1. Terms:

The following terms appearing in this section are used as defined by the State of California with regards to the COVID-19 pandemic: Coronavirus symptoms, Exposure, Fully Vaccinated, Unvaccinated, Quarantine, Isolation, COVID-19 case and COVID-19 test.

2. Vaccination

The Employer and the Union recognize that a rapidly growing number of our members' employers require proof of vaccination not only for our members but also for visitors, including representatives of USWW, to access the properties where our members work. The parties also recognize that vaccination plays a vital role in protecting employees' lives and health and safety at work.

The Employer and the Union agree to require full vaccination, as defined by the CDC for US residents, against COVID-19 for all employees by March 1, 2022.

Now therefore, the parties agree to the following:

1. <u>Proof of Vaccination:</u>

   Employees will show proof of full vaccination to the Human Resources Department by no later than March 1, 2022.

2. <u>Exemptions and/or Accommodation</u>

   a. The Employer will not discriminate against or harass employees or job applicants on the basis of a protected characteristic, reasonable accommodations related to disability or sincerely held religious beliefs or practices and will not retaliate against anyone for engaging in protected activity (such as requesting a reasonable accommodation).

   b. <u>Medical Exemption</u>

      Employees seeking a medical exemption and/or accommodation will submit documentation of the need for a medical exemption or accommodation from their primary care physician to the Human Resources Department by no later than March 1, 2022. USWW will meet with any employee presenting such documentation to determine if and how USWW can make a reasonable accommodation for the employee.

   c. <u>Religious Exemption</u>

      Staff seeking a religious exemption will complete USWW's required paperwork for requesting a religious exemption. USWW will meet with any employee presenting such documentation to determine if and how USWW can make a reasonable accommodation for the employee.

   d. <u>COVID-19 Test Exemption</u>

      Employees who remain unvaccinated between February 8th and March 1st, must show weekly proof of negative COVID-19 tests as defined by CalOSHA.

3. Layoffs and Recall
   Employees who fail, by March 1, 2022, to provide the Human Resources Department with either proof of full vaccination or a request for medical or religious exemption/accommodation, will be laid off as of March 15, 2022.

   Such employees will be eligible for recall for a period of up to three (3) months. During this three (3) month limit, USWW will recall such employees within ten (10) working days of:

   a. presentation of proof of full vaccination, or
   b. written confirmation of a religious or medical exemption or reasonable accommodation, or
   c. Declaration by the CDC or the State of California that vaccination is no longer necessary.

3. Office Safety

a. USWW and BSSU will work collaboratively to keep up-to-date Safety Guidelines that reflect best practices for COVID-19 prevention as described in local, state, and federal directives and recommendations. For the Guidelines to be effective, full collaboration between USWW and the Union is required.

b. Consistent with Section 14 - Health and Safety - of the Agreement, the Employer and the Union recognize a mutual responsibility to have a safe and healthful environment at all USWW offices. Accordingly, the Union and Employer will collaborate to ensure everyone who visits a USWW office follows the COVID-19 safety and prevention measures outlined in the Safety Guidelines in 'a.' above and the self-screening procedures identified in 'c.' below.

c. All USWW Staff & Visitors shall be required to complete the following self-screening procedure on days they visit the office:

   i. The screening system shall require staff and visitors to confirm they

      1. are not experiencing coronavirus symptoms
      2. are not under quarantine or isolation orders as determined by the State of California for:
         a. being a positive COVID-19 case, or
         b. exposure, as defined by the CDC or the State of California, to a positive COVID-19 case, regardless of their vaccination status,
      3. will abide by the Safety Guidelines referenced in 'a.' above.

   ii. The Employer, the Union and Employees will collaborate to ensure self-screening requirements are met and to turn-away those who have not successfully completed and/or refuse~~d~~ to self-screen.

d. Any employee who knows they have been exposed to a COVID-19 case as defined

by the State of California shall abide by current guidance issued by the state, county, CDC, OSHA and CalOSHA. Any employee who knows they have tested positive for COVID-19 (based on laboratory confirmed or clinical diagnosis) shall report the test results immediately to the Human Resources department so that the Employer can take all necessary steps to reduce or eliminate risks of further exposure. They shall not come into any USWW office or conduct site visits until meeting the legal requirements set by the State of California for safe return to work. Employees may use sick leave, as defined in Section 29(a) of this Agreement, as necessary to cover authorized absences for COVID-19 related quarantine or isolation.

e. The Employer shall comply with provisions adopted under AB 685 (Labor Code 6409.6(a)) requiring written notification to staff and their representatives within one business day of known exposure. Personal identifying information will remain confidential as required under 8 California Code of Regulations 3205(c)(3)(C).

4. Field Safety

a. USWW and BSSU will work collaboratively to keep up-to-date Safety Guidelines that reflect best practices for COVID-19 prevention as described in local, state and federal directives and recommendations. For the Guidelines to be effective, full collaboration between USWW and the Union are required.

b. Consistent with Section 14 of the Agreement, the Employer and the Union recognize a mutual responsibility to have a safe and healthful environment as employees of USWW. Accordingly, the Union and Employer will collaborate to ensure everyone who participates in a USWW-sponsored activity follows the COVID-19 safety and prevention measures outlined in the Safety Guidelines in 'a.' above.

5. Changes to COVID-19 Safety Protocols

As pandemic conditions continue to change, changes to COVID-19 Safety Protocols shall be negotiated by the union and the employer. If at any point both parties agree that these COVID-19 Safety Protocols are insufficient in ensuring safety, the parties may also agree to re-open negotiation of these COVID-19 Safety Protocols only. Updated Policy & COVID-19 Safety Protocols will become enforceable once an agreement is reached.

For the Employer:

For the Union:

Will Falvey (Sep 15, 2022 18:01 PDT)

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