

**Side Letter of Agreement Between
Peralta Community College District and
Service Employees International Union Local 1021
Regarding COVID-19 Vaccination Procedures and Return to Campus**

This Side Letter is entered into by and between the Peralta Community College District ("PCCD") and Service Employees International Union ("SEIU") Local 1021 and is intended to confirm the parties' understandings and agreements on the subjects listed below pertaining to the District's return to campus planning and operations, return of SEIU members to campus, and the mandatory vaccination procedures.

I. Right to Bargain

- 1) Prior to making changes to the COVID Prevention Plan ("CPP"), PCCD will notify, and meet with representatives of the Peralta chapter of SEIU Local 1021 to bargain the impact over any and all changes to the CPP.
- 2) All sections of the CPP will be considered part of this binding agreement, and as such will be subject to the grievance process as provided by the Collective Bargaining Agreement.
- 3) When a major outbreak of COVID has occurred, as defined by California Code of Regulations Title 8 Section 3205.2, PCCD will halt operations at the worksite until the COVID hazards are corrected. In the event that a temporary closure is required, PCCD will immediately notify SEIU Local 1021 and meet with Local 1021 representatives regarding potential impacts on working conditions presented by the temporary closure.
 - a) If a closure is necessary, all bargaining members will be placed on paid administrative leave for the duration of the closure unless the member is eligible to be assigned to work remotely.

II. Masking

- 1) All employees, students, and campus visitors will be required to wear masks indoors as outlined in Section III (F) of the CPP.
- 2) In addition to the provisions of the CPP the District will ensure the following:
 - a. Masks will be provided to all employees as needed.
 - b. Signs stating that masks are required will be posted at entry points to District and campus buildings as well as within the buildings.
 - c. Managers will actively enforce the mask policy. As soon as they are aware of individuals who are not wearing masks, the manager will immediately inform

that individual that masks are required. If the individual still refuses to wear a mask the manager will direct the individual to leave the premises.

III. Personal Protective Equipment (“PPE”)

- 1) In accordance with Section III(G)(4) of the CPP, the District will provide PPE, including, but not limited to, eye protection, face coverings, respirators, gloves, goggles, and face shields, to and for employees who require such equipment in order to perform their job duties in a healthy and safe manner.
- 2) If an employee believes that a physical barrier is needed in their workspace to ensure distancing, they may submit a written request to their direct supervisor who will acknowledge receipt within two business days. The space will undergo assessment by Risk Management in consultation with air ventilation experts or other professionals, if needed, to determine whether or not the space requires physical barriers for health reasons. Safe capacity will be maintained by management in accordance with the CPP.
- 3) Bargaining unit members will submit written request for PPE to their direct supervisors who will acknowledge receipt of request within two business days. In the event the District is unable to procure and provide necessary PPE for the employee to work as determined by the District, the employees will be sent home and provided with a remote work assignment if eligible or placed on paid administrative leave until the requested PPE is provided.

IV. Ventilation

- 1) The District will provide SEIU Local 1021 with access to the record of all HVAC assessments for District work sites (the ventilation tool) including, but not limited to the following:
 - a) Identification of ventilation adequacy defined by effective air changes per hour (ACH) and compared to a minimum target.
 - b) Temperature and relative humidity readings for each space defined in the scope of work if available.
 - c) A workbook for each space which contains the findings report and recommended mitigations.
 - d) The minimum required clean air delivery rate (CADR) from supplemental HEPA portable air cleaners required to achieve the target ACH.
 - e) Assessments will include data on ACH as it pertains to room capacity.
 - f) A summary highlighting the spaces’ assessed conditions will be generated.

- 2) District will publish the assessment report summary on the Safe Peralta website in compliance with Article 20.1b of the CBA to inform employees of harmful substances in the workplace.
- 3) The District shall not require or request employees to return to any work spaces that do not meet HVAC health standards.

V. Water

- 1) In coordination with the District's return to campus plan, PCCD will provide SEIU Local 1021 written confirmation that each work site meets OSHA standards for potable water. (OSHA 1910.141 (b))
- 2) Work sites will not be reopened for in-person operations if they do not meet the required OSHA standards listed above.

VI. Site Walk-throughs

- 1) In order to verify District workspace health standards, site-specific walk-throughs shall be scheduled within two weeks and take place within four weeks of reopening to in-person work. The Union may designate up to five members to attend the site walk-through: the Site Shop Steward, a member of the Health and Safety Committee, two members of the SEIU bargaining team, and an additional individual to be designated by the Peralta chapter president. SEIU will initiate walk-throughs by contacting the Vice Chancellor of Human Resources and Employee Relations. The District will identify administrative personnel as designated by the College President (or District Chief of Staff for District Administrative Center) for any walk-throughs that are scheduled.
- 2) Walk-throughs will focus on the health standards outlined in this side letter and the PCCD CPP.

VII. District Schedules and Return to In-Person Work

SEIU Local 1021 will be provided updated lists from all campuses, sites and annexes indicating returning employee location and onsite work schedule beginning January 2022. The District's return to campus objective is to effect 100% operations with staffing designed to be proportional, safe, and flexible in order to meet actual in-person student needs.

VIII. Vaccine Mandate and COVID-Screening

- 1) Each college and work site has mandatory symptom screening at each entry point.
- 2) Screening will be conducted by designated personnel at each campus entry.
- 3) Screeners will use the following protocol for screening: review the Company Nurse (employees, contractors) or Campus Shield (students, guests, visitors, vendors, etc.) symptom check results for access approval (green). For those individuals who have not yet downloaded or completed symptom screening, instructions and access will be available at a screening kiosk.

IX. Corrective Action and Discipline for Failure to Submit Vaccination Records

Employees who have not submitted their proof of vaccination or received an approved exemption from the requirement to show proof of vaccination will be subject to the disciplinary process described in the Collective Bargaining Agreement.

Discipline for employees who provide evidence of partial compliance with the vaccination requirement (i.e., have received one of two COVID-19 vaccination doses) will be held in abeyance for 45 days.

X. Testing Procedures

All employees with an approved exemption from vaccination requirements must submit COVID-19 weekly negative test results to the District by 5:00pm every Thursday. Employees may provide test results from a medical provider instead of the District's contracted COVID-19 testing contractor. Employees may not submit at-home testing results. Results must be uploaded to Company Nurse by the employee.

Testing will be made available to all employees on daily basis from Monday to Friday at rotating District locations at no cost to employees. The schedule for testing locations will be available on the Safe Peralta website (<https://safe.peralta.edu/covid-19-vaccine>) and will generally be available for two to four hours each day beginning November 1, 2021.

All eligible employees will be provided with necessary leave once per week to be tested. Employees must make arrangements with their supervisor to schedule their weekly testing.

Employees who utilize the District's COVID-19 testing site will receive their results within approximately 15 minutes. Employees should expect to wait at the testing location for the results of their test. If an employee tests positive for COVID-19,

another PCR test will be immediately administered, and the employee will be directed to leave campus and quarantine in accordance with the applicable CDC guidelines. If the employee tests positive, they must also notify HR at hr@peralta.edu and their supervisor by email or telephone.

The District will provide 56 hours of supplemental paid sick leave for employees who volunteer to work on a District campus, or are required to work on a District campus. Employees who are eligible may utilize the supplemental paid sick leave for the same purposes as allowed by SB95, including quarantine or illness due to COVID-19. Employees eligible for supplemental paid sick leave will have access to their available hours until June 30, 2022. Attached hereto is a list of SB 95 eligibility requirements for the leave.

XI. Corrective Action and Discipline for Failure to Test

If an unvaccinated employee with an approved exemption or deferral fails to receive weekly testing, the following steps shall be taken:

- 1) After the first missed test, the employee will receive an email notification of the missed test and warning of a failure to comply. The employee must be tested immediately the next business day.
- 2) After the second missed test, the employee will receive a second email notification of the missed test and warning of a failure to comply. The employee must be tested immediately the next business day.
- 3) If an employee fails to comply after two email notification warnings, they will be subject to disciplinary action up to and including termination. Disciplinary action taken will be in accordance with the disciplinary procedures set forth in the Collective Bargaining Agreement.

XII. Effective Date of Side Letter

This Side Letter of Agreement shall be in effective immediately upon signatures and shall remain in effect until June 30, 2022.

FOR SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL ("SEIU") 1021:

By: Kaden Kratzer Date: 01/07/2022
Kaden Kratzer
Education Field Director

By: Richard Thoele Date: 01/06/2022
Richard Thoele
Peralta Chapter President SEIU 1021

FOR THE PERALTA COMMUNITY COLLEGE DISTRICT:

By: _____ Date: _____
Dr. Jannett Jackson
Interim Chancellor

Attachment to

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SB 95 Supplement Paid Sick Leave Use Requirements

1. The employee is subject to a quarantine or isolation period related to COVID-19 as defined by an order or guidelines of the State Department of Public Health (“CDPH”), the federal Centers for Disease Control and Prevention (“CDC”), or a local health officer who has jurisdiction over the workplace.
2. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
3. The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
4. The employee is caring for a family member who is subject to a quarantine or isolation order or guidelines described above, or who has been advised to self-quarantine by a health care provider.
5. The covered employee is caring for a child whose school or place of care is closed or otherwise unavailable for reasons related to COVID-19 on the premises.
6. The employee is attending an appointment to receive a vaccine for protection against contracting COVID-19.
7. The employee is experiencing symptoms related to a COVID-19 vaccine that prevent the employee from being able to work or telework.