

Union Proposal 2.9.2021

PANDEMIC COMMUNITY HEALTH AND SAFETY ACTIONS

In order to provide the highest level of care for patients and the utmost safety for and well-being of health care workers, their families and the communities we serve during the COVID-19 pandemic, the Employer agrees to the following:

On-going education and training of managers and their employees are essential to make certain that the awareness of failure to follow protocols for the prevention of the spread of the virus is constantly reinforced in the workplace. It is essential that the Employer make employees partners in addressing issues that arise in the workplace related to the prevention of contagion by seeking their input prior to making decisions regarding appropriate staffing, PPE, infection control protocols, surge planning etc.

Labor/Management Committee

- a. **Composition and Responsibilities of the Committee.** A mutually agreed upon number of Union representatives, selected by the Union, and management representatives will comprise a committee that will review on an on-going basis the progress of the implementation of the provisions of this Article, meeting minimally for two (2) hours on an every-other-week basis. The committee will meet on paid released time and will also consider/oversee any additional procedures or protocols necessary for the safety of patients and employees. Meetings may occur more frequently as needed.
- b. **Safe Staffing.** An essential component of insuring the safety of patients/clients and workers is appropriate staffing that aligns with the provisions set forth in this Article. The Committee will raise concerns regarding levels of staffing and make recommendations to rectify those concerns that may prevent the Employer from complying with the contractual obligations of this Article.

Worker and Patient/Client Safety

a. **Use of Masks**

To ensure a workplace environment where quality care and safety for patients and employees exist the Employer will require that, at a minimum, all employees of the Employer wear masks, adhere to social distancing and undergo screening prior to admittance to the facility.

b. **Testing**

- i. **All patients are PUIs Pending Test Results** Until the test results for each newly admitted/treated patient is available, the Employer shall treat such patients as “Persons Under Investigation” (PUIs)

and shall provide employees who interact with these patients/clients with the same PPE and safety precautions as employees who treat known COVID-19-positive patients/clients.

- ii. **Surveillance Testing Protocol** The Employer shall implement a baseline testing of all bargaining unit members and following such initial baseline testing, shall implement a surveillance testing protocol that shall require twenty five percent (25%) percent of all employees are tested every seven (7) days including employees from multiple shifts and work locations. In addition, the Employer will provide at its expense access to rapid, point of care testing on demand.
- iii. **Timely Testing.** To ensure that COVID testing is timely, the Employer will make agreements with laboratories or the facility to process the tests. The tests used should be able to detect SARS-CoV-2. Periodically, test results both positive and negative will be reported to the Health Department.

Personal Protective Equipment (PPE). The Employer will provide Personal Protective Equipment (PPE) for all modes of SARS-CoV-2 transmission (contact, indirect contact, droplet and aerosol/airborne transmission) and the appropriate training for the most effective use of PPE.

- a. **Employees Affected.** Employees who are occupationally exposed include those employees who have direct or indirect contact with suspected or confirmed COVID-19 patients (i.e. cleaning patient rooms or contact with surfaces, medical equipment, and other objects used by patients or their caregivers, delivery of nutrition services to patients).
- b. **PPE for Occupationally Exposed Employees.** The Employer will provide employees who are occupationally exposed to suspected or confirmed COVID-19 patients with fluid resistant isolation gown or coveralls, eye protection (goggles or a face shield which seals against the forehead/crown area and covers the front and sides of the face), and gloves, as well as respiratory protection in the form of a NIOSH certified N95 respirator or other NIOSH certified respirator with equivalent or higher protection (elastomeric half-mask, full-facepiece respirator, or powered air-purifying respirators).
- c. **Discarding of PPE.** All single-use PPE including disposable N95s must be discarded after each patient care session and replaced with new PPE.

Cohorts and Accepted Standards of Ventilation.

The Employer will create separate patient care units specifically for the care of COVID-19 patients/clients. Furthermore, the Employer will ensure that there are accepted standards of ventilation in work and patient care areas to prevent the spread of the virus. The Employer shall place patients/clients into three separate cohorts:

1. Confirmed positive COVID-19 patients/clients
2. PUIs
3. Confirmed negative COVID-19 patients/clients

Employer Support for Employees.

The longer-term consequences and immediate impact of the pandemic vary from employee to employee in his/her personal and work life and require extraordinary support from the Employer.

a. Health Needs of Employees.

The Employer, at its expense, will exercise every effort in accommodating the health needs of workers through availability of mental health programs, and, in cases of prevention of possible exposure to family members with whom the employee lives, temporary housing.

b. Economic Support and Additional Paid Time Off of Fourteen (14) Days.

Employer support for workers includes an additional paid time off benefit of fourteen (14) days if the employee is quarantined or to provide care for members of the employee's family who have been exposed to or contracted COVID-19. This additional PTO benefit shall be made available to employees in these circumstances without requiring that they exhaust already-accrued PTO.

c. COVID-19 Hazard Differential

In recognition of the extraordinary nature of the pandemic and the demands it has placed on all employees, the Employer will provide all bargaining unit members a ten dollar (\$10) per hour hazard differential during the pandemic. A pandemic shall be defined as the state of California mandates.

Pandemic Preparedness

Should a future public health emergency, an epidemic or pandemic of some sort, arise, then the provisions of this Article shall be considered by the parties as a basic framework or blueprint to attend to future health care epidemics that may occur.