

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding by and between Napa County Office of Education ("Employer" or "NCOE") and Service Employees International Union ("Union" or "SEIU"), collectively referred to hereinafter as "the Parties," is entered into on this 10th day of November, 2021. This Memorandum of Understanding sets forth the protocol and terms that the Parties have agreed upon to govern vaccination policy for bargaining unit employees.

The Parties recognize the importance of maintaining healthy workplaces to provide a healthy and safe environment for patient care. The SARS-CoV-2 puts students, families, and staff at risk. While vaccines represent a major stride toward eliminating the virus, vaccines must be part of a comprehensive infection control plan. As such, the Parties agree to cooperate in promoting public health safety practices that are proven to reduce COVID-19 transmission.

The Parties hereby agree as follows:

I. GENERAL

This MOU is governed by the underlying terms and conditions of the current collective bargaining agreement (CBA) between the Parties. Nothing contained in this Agreement will amend the CBA or establish any future practice and/or policy. This MOU shall be non-precedential and shall expire on June 30, 2022, unless the Parties agree to extend, in writing. Both parties reserve their right to negotiate additional provisions related to Covid-19.

II. IMMUNIZATION POLICY

- a. All employees in the bargaining unit must provide proof of receiving a first dose of a COVID-19 vaccine by January 3, 2022. *If the vaccine received (i.e. Pfizer or Moderna) requires two doses to be fully effective, employees in the bargaining unit must provide proof of receiving a second dose by February 14, 2022.* The following exceptions to these vaccine requirements will be considered on a case-by-case basis:
 - i. Employees who have a medical condition in which receiving a Covid-19 vaccine is deemed contraindicated by a MD, DO, PA, or APRN. Employees must provide documentation to support their request.
 - ii. Employees who maintain a sincerely held religious belief, practice, or observance that prevents them from being vaccinated. Employees must provide documentation to support their request.
- b. The Employer will engage in the interactive process with all employees who submitted applications for a medical or religious exemption within three (3) business days. The Employer will work to complete the interactive process as expeditiously as possible in order to render a decision in a timely manner. An employee whose request for exemption is denied shall have the right to appeal the decision through the grievance procedure. In the meantime, the employee will be required to follow the safety measures applicable to unvaccinated employees.
- c. Covid-19 vaccines and booster will be provided at no cost to employees.
- d. The Employer agrees to develop informational resources for employees to ensure that they are adequately informed of (i) the FDA authorization for emergency use, (ii) the known risks and benefits of the vaccine(s), and the extent to which benefits and risks

are unknown, and (iii) their options for accepting or refusing immunization. The Employer will give every employee the opportunity to attend informational sessions on a voluntary basis. Employees will be given release time to attend if necessary.

III. COMPREHENSIVE COVID-19 INFECTION CONTROL

- a. Nothing in this agreement shall be construed as waiving bargaining unit employee rights to adequate personal protective equipment.
- b. The Employer commits to continuing strong infection control practices at the worksite as per guidance from the CDC, including quarantine protocol for vaccinated employees with breakthrough infections.

IV. VENTILATION IMPROVEMENTS

The Employer shall ensure that all classrooms have at least one reasonably sized operable window to allow for fresh air to enter. If there are no operable windows, then for any NCOE classrooms NCOE owns and maintains, a forced-air HVAC system (i.e., one with ducting) with the highest rated MERV filtration compatible with the system in operable condition running at all times when students and staff are present is necessary to ensure students and staff are equitably receiving refreshed air for a safe learning environment.

V. UNVACCINATED EMPLOYEES

- a. Employees who received a medical or religious exemption will be subject to the following additional safety measures:
 - i. Complete a daily symptom tracking form prior to reporting to work on a daily basis;
 - ii. Submit to daily Covid-19 testing at the worksite at no cost to the employee; and
 - iii. Comply with all other federal, state, and local health and safety protocols related to the Covid-19 pandemic.
- b. The Employer shall also make available weekly opportunities for symptomatic and asymptomatic vaccinated workers to test upon request.
- c. The Employer shall also make available daily opportunities for asymptomatic vaccinated workers who have been exposed to COVID-19 and symptomatic workers to test upon request.
- d. The Employer shall ensure the confidentiality of vaccination and testing data information.

VI. EMPLOYEES NOT IN COMPLIANCE

- a. Employees not in compliance by the deadlines specified in II.a. shall be subject to progressive discipline. If the employee has paid leave available (i.e. sick leave) they may request and use that leave to cover up to ten (10) days. The progressive discipline process may result in termination for continued noncompliance.
- b. Employees who received a medical or religious exemption but are not in compliance with the requirements specified in V. above:

If an unvaccinated employee fails to receive weekly testing, the following steps shall be taken:

1. After the first missed test, the employee will attend the next available testing opportunity as listed in an email or other prompt notification of the missed test.
2. After the second missed test opportunity, the employee will be directed to attend the next available testing opportunity.
3. After the third missed test opportunity, the Supervisor shall request a meeting and inform the employee that they may have their labor representative present. During the meeting, the Supervisor shall remind them of the testing requirement and provide information on how to schedule the next available testing opportunity.
4. If the employee fails to attend the meeting with the supervisor or to get tested following the meeting, they may be placed on paid leave for the day to decide on the course of action that is best for them as an individual (i.e. get vaccinated, get tested and continue at work, or take an applicable leave).
5. If an employee fails to comply after that day of paid leave, they shall be subject to progressive discipline.

VII. RECOVERY

- a. For unit members who are in full compliance with all the requirements of this MOU, and who are quarantined by the District consistent with Cal/OSHA and California / Napa PHD requirements, the Employer shall provide up to ten (10) days of paid COVID leave through June 30, 2022.
- b. Should the provisions of this section prove inadequate to cover the need for supplemental paid COVID-19 sick leave for bargaining-unit employees during the term of this Side Letter, the parties shall meet and confer over the appropriateness of increasing the allotted number of hours and/or extending the deadline by which to use said hours.

For Service Employees International
Union (SEIU) Local 1021

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Napa County Office of Education

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