

Tentative Agreement between SFUSD and the Unions (IFTPE 21, SEIU 1021, UASF, UESF, IBEW 6, Common Crafts)

Re: Addendum #3 Health and Safety

Date: 1/13/22

Time: 7 pm

This Addendum #3 to the Health and Safety Agreement is entered into between the San Francisco Unified School District (District) and each of the following Unions: United Educators of San Francisco; Service Employees International Union Local 1021; United Administrators of San Francisco, AFL-CIO, American Federation of School Administrators Local 3; International Federation of Professional and Technical Engineers, Local 21 Protech and Non-Protech Units; IBEW Local 6, and Common Crafts (Glaziers, Architectural Metal And Glass Workers Union, Local 718; Iron Workers Union, Local 377; Plasterers and Shop hands Union, Local 66; United Union Of Roofers, Water proofers and Allied Workers, Local 40; Carpenters 46 Northern California Counties Conference Board on behalf of Northern California Carpenters Regional Council and its affiliated Local Unions, Carpenters Local 22; Auto, Marine and Specialty Painters, Local 1176; Sheet Metal Workers International Union, Local 104; United Association of Journeymen and Apprentices of The Plumbing And Pipefitting Industry of The United States And Canada, Local 38; Teamsters, Local 853; Laborers International Union Of America, Local 261, and Machinists, Local 1414). The District and all unions listed above are collectively referred to as the Parties.

1) Extension of COVID-19 Supplemental Paid Sick Leave

In light of the expiration of California Senate Bill 95 and the expiration of COVID-19 Supplemental Paid Sick Leave provided by the October 25, 2021, Agreement Between the Parties (Addendum #2), the parties agree as follows.

Employees who are unable to work for any of the following reasons shall be entitled to up to 10 days of additional COVID-19 Supplemental Paid Sick Leave:

- a) The employee is fully vaccinated against COVID-19 or has an approved exception or deferral of vaccination and is caring for a family member who is subject to a COVID-19 quarantine or isolation period as determined by public health guidelines or as advised by a healthcare provider; or
- b) The employee is fully vaccinated against COVID-19 or has an approved exception or deferral of vaccination and is caring for a child whose school or place of care is closed or unavailable due to COVID-19 on the premises; or

- c) The employee is fully vaccinated against COVID-19, or has an approved exception or deferral of vaccination, and is subject to a quarantine or isolation period as determined by public health guidelines or as advised by a healthcare provider, for reasons that may include having received a positive COVID-19 test, experiencing COVID-19 symptoms and seeking a medical diagnosis or awaiting the results of a COVID-19 test, or being a close contact of someone who has tested positive for COVID-19.
- d) These 10 days of ~~COVID-19~~ Supplemental Paid COVID-19 Sick Leave are exclusive of the 5 days provided by the COVID-19 Health and Safety MOU of February 6, 2021 for vaccine reaction.

COVID-19 Supplemental Paid Sick Leave shall be provided in addition to any other paid sick leave to which the employee is already entitled.

This provision shall be applied retroactive to December 21, 2021.

The parties agree to meet and confer as soon as practicable in the event that **Supplemental Paid COVID-19 Sick Leave** is enacted under local, state, and/or federal policy and that, to the extent possible, any Supplemental Paid COVID Sick Leave used by employees shall be credited towards any additional allocation of sick leave provided by such policy.

2) **High Quality Face Masks (N95, KN95, or KF94)**

The District shall maintain a sufficient supply to provide a minimum of one high quality face masks (N95, or KN95, and/or KF94 grade masks) per day, with the understanding that replacements shall be provided in the event of contamination, in the appropriate size for ~~to~~ every student and staff person at a District site who wishes to use one through July 31, 2022.

The SFUSD Chief Facilities Officer shall immediately make reasonable best efforts to procure additional high quality face masks as required by this Addendum #3. The SFUSD Chief Facilities Officer shall maintain at least half of the mask supply in central inventory at any given time, and shall ensure that all school and work sites have an adequate supply of these masks on site at all times.

The District shall also ensure that sites have an adequate supply of disposable surgical grade masks in the appropriate sizes for staff and students to use as backup for the high quality masks referenced above.

3) COVID-19 Testing

The District shall make available weekly, voluntary COVID-19 testing for all students and staff. Testing shall be available at each school site and work sites during normal work hours in sufficient weekly supply for all students and staff who choose to be tested once per week. Test specimens shall be picked up each day at each school site and work site. Positivity rate of weekly testing shall be posted each week on the SFUSD COVID-19 Dashboard. The District agrees to provide monthly reports on testing to the Unions and engage in problem-solving with the Unions in the COVID Health and Safety Committee meeting.

This Addendum #3 Health and Safety MOU shall expire on July 31, 2022.