

CITY OF ANAHEIM
COVID-19 PREVENTION PROGRAM (“CPP”)
Amended January 14, 2022

I. PURPOSE AND AUTHORITY:

The purpose of this COVID-19 Prevention Program (“CPP”) of the City of Anaheim is to provide employees a healthy and safe workplace as required under the California Occupational Safety and Health Act (Labor Code §§ 6300, *et seq.*) and associated regulations (8 C.C.R. § 3205).

The responsibility for implementation and administration of this program shall be delegated to the Department Safety Manager for each Department of the City.

Nothing in this CPP precludes the **City of Anaheim** from complying with federal, state, or local laws or guidance that recommends or requires measures that are more prescriptive and/or restrictive than are provided herein.

II. SCOPE

This CPP applies to all **CITY OF ANAHEIM** employees except for **CITY OF ANAHEIM** employees who are telecommuting, those subject to the CalOSHA regulation on Aerosol Transmissible Diseases “ADT”, or other excluded under the law.

III. DEFINITIONS:

For the purposes of the CPP, the following definitions shall apply:

“COVID-19” (Coronavirus Disease 2019) means the disease caused by the SARS-CoV-2 (severe acute respiratory syndrome coronavirus 2).

“COVID-19 case” means a person who either: (1) Has a positive “COVID-19 test” as defined in this section; (2) Is subject to COVID-19-related order to isolate issued by a local or state health official; or (3) Has died due to COVID-19, in the determination of a local health department or per inclusion in the COVID-19 statistics of a county.

“Close contact” means being within six (6) feet of a COVID- 19 case for a cumulative total of 15 minutes or greater in any 24-hour period within or overlapping with the “high-risk exposure period” as defined here. This definition applies regardless of the use of face coverings

“COVID-19 hazard” means exposure to potentially infectious material that may contain SARS-CoV-2, the virus that causes COVID-19. Potentially infectious materials include airborne droplets, small particle aerosols, and airborne droplet nuclei, which most commonly result from a person or persons exhaling, talking or vocalizing, coughing, sneezing, or procedures performed on persons which may aerosolize saliva or respiratory tract fluids, among other things. This also includes objects or surfaces that may be contaminated with SARS-CoV-2.

“COVID-19 symptoms” means one of the following: (1) fever of 100.4 degrees Fahrenheit or higher or chills; (2) cough; (3) shortness of breath or difficulty

breathing; (4) fatigue; (5) muscle or body aches; (6) headache; (7) new loss of taste or smell; (8) sore throat; (9) congestion or runny nose; (10) nausea or vomiting; or (11) diarrhea, unless a licensed health care professional determines the person's symptoms were caused by a known condition other than COVID-19.

"COVID-19 test" means a test for SARS-CoV-2 that meets the following specifications:

- (A) Cleared, approved, or authorized, including the Emergency Use Authorization (EUA), by the United States Food and Drug Administration (FDA) to detect current infection with the SARS-CoV-2 virus (e.g. a viral test); and
- (B) Administered in accordance with the authorized instructions; and
- (C) Not both self-administered and self-read unless observed by the employer or an authorized telehealth proctor. Examples of tests that satisfy this requirement include tests with specimens that are processed by a laboratory (including home or on-site collected specimens which are processed either individually or as pooled specimens), proctored over-the-counter tests, point of care tests, and tests where specimen collection and processing is either done or observed by an employer.

"Exposed group" means all persons, employees at a work location, working area, or a common area at work, where an employee COVID-19 case was present at any time during the high-risk exposure period. A common area at work includes bathrooms, walkways, hallways, aisles, break or eating areas, and waiting areas. The following exceptions apply:

(A) For the purpose of determining the exposed group, a place where persons momentarily pass through while everyone is wearing face coverings, without congregating, is not a work location, working area, or a common area at work.

(B) If the COVID-19 case was part of a distinct group of employees who are not present at the workplace at the same time as other employees, for instance a work crew or shift that does not overlap with another work crew or shift, only employees within that distinct group are part of the exposed group.

(C) If the COVID-19 case visited a work location, working area, or a common area at work for less than 15 minutes during the high-risk exposure period, and all persons were wearing face coverings at the time the COVID-19 case was present, other people at the work location, working area, or common area are not part of the exposed group. NOTE: An exposed group may include the employees of more than one employer. See Labor Code sections 6303 and 6304.1.

"Face covering" means a surgical mask. A medical procedure mask, a respirator worn voluntarily, or a tightly woven fabric or non-woven material of at least two layers (i.e., fabrics that do not let light pass through when held up to a light source) that completely covers the nose and mouth and is secured to the head with ties, ear loops, or elastic bands that go behind the head. If gaiters are worn, they shall have two layers of fabric or be folded to

make two layers. A face covering is a solid piece of material without slits, visible holes, or punctures, and must fit snugly over the nose, mouth, and chin with no large gaps on the outside of the face. A face covering does not include a scarf, ski mask, balaclava, bandana, turtleneck, collar, or single layer of fabric.

This definition includes clear face coverings or cloth face coverings with a clear plastic panel that, despite the non-cloth material allowing light to pass through, otherwise meet this definition and which may be used to facilitate communication with people who are hearing impaired or others who need to see a speaker's mouth or facial expressions to understand speech or sign language respectively.

"Fully vaccinated" means the employer has documented:

(A) A person's status fourteen days after completing primary vaccination with a COVID-19 vaccine with, if applicable, the minimum recommended interval between doses in accordance with the approval, authorization, or listing that is:

1. Approved by or authorized for emergency use by the FDA;
2. Listed for emergency use by the World Health Organization (WHO); or
3. Administered as part of a clinical trial at a U.S. site, if the recipient is documented to have primary vaccination with the active (not placebo) COVID-19 vaccine candidate, for which vaccine efficacy has been independently confirmed (e.g., by a data and safety monitoring board) or if the clinical trial participant as U.S. Sites had received a COVID-19 vaccine that is neither approved nor authorized for use by FDA but is listed for emergency use by WHO; or

(B) A person's status two weeks after receiving the second dose of any combination of two doses of a COVID-19 vaccine that is approved or authorized by the FDA, or listed as a two-dose series by the WHO (i.e., a heterologous primary series of such vaccines, receiving doses of different COVID-19 vaccines as part of one primary series). The second dose of the series must not be received earlier than 17 days (21 days with a 4-day grace period) after the first dose.

NOTE: Booster vaccinations are not necessary to be considered fully vaccinated. Booster injections may be recommended per CDC guidelines, and may be considered for exempting employees who are considered Close Contacts.

"High-risk exposure period" means the following time period:

(A) For COVID-19 cases who develop symptoms; from two (2) days before they first develop symptoms until all of the following are true: ten (10) days since symptoms first appeared, 24 hours have passed with no fever, without the use of fever-reducing medications, and symptoms have improved.

(B) For COVID-19 cases who never develop COVID-19 symptoms; from two (2)

days before until ten (10) days after the specimen for their first positive test for COVID-19 was collected.

“Respirator” means a respiratory protection device approved by the National Institute for Occupational Safety and Health (NIOSH) to protect the wearer from particulate matter, such as an N95 filtering face piece respirator

“Worksite,” for the limited purposes of COVID-19 prevention regulations only, means the building, store, facility, agricultural field, or other location where a COVID-19 case was present during the high-risk exposure period. It does not apply to buildings, floors, or other locations of the employer that a COVID-19 case did not enter, locations where the worker worked by themselves without exposure to other employees, or to a worker’s personal residence or alternate work location chosen by the worker when working remotely.

PROGRAM

A. SYSTEM FOR COMMUNICATING CITY OF ANAHEIM EMPLOYEES

1. Reporting COVID-19 Symptoms, Possible COVID-19 Close Contact Exposures, and Possible COVID-19 Hazards at [Employer] Worksites and Facilities

CITY OF ANAHEIM policy requires that employees immediately report to their supervisor or manager any of the following:

- (1) The employee’s presentation of COVID-19 symptoms;
- (2) The employee’s possible COVID-19 close contact exposures;
- (3) Possible COVID-19 hazards at **CITY OF ANAHEIM** worksites or facilities.

Such report must be made by telephone call (not voicemail, text or email). The purpose of the requirement for immediate notification is to allow the supervisor to gather information for contact tracing and to initiate necessary follow up action. If the manager or supervisor is not available for telephone call, the employee must contact their department Safety Manager.

The CITY OF ANAHEIM will not discriminate or retaliate against any **CITY OF ANAHEIM** employee who makes such a report.

2. Accommodations Process for CITY OF ANAHEIM Employees with Medical or Other Conditions that Put them at Increased Risk of Severe COVID-19 Illness

The CITY OF ANAHEIM policy provides for an accommodation process for employees who have a medical or other condition identified by the Centers for Disease Control and Prevention (“CDC”) or the employees’ health care provider as placing or potentially placing the employees at increased risk of severe COVID-19 illness.

The CDC identifies the following medical conditions and other conditions as placing or potentially placing individuals at an increased risk of severe COVID-19 illness

The CDC guidance provides that adults of any age with the following

conditions are at increased risk of severe illness from the virus that causes COVID-19:

1. Cancer
2. Chronic kidney disease
3. COPD (chronic obstructive pulmonary disease)
4. Heart conditions, such as heart failure, coronary artery disease, or cardiomyopathies
5. Immunocompromised state (weakened immune system) from solid organ transplant
6. Obesity (body mass index [BMI] of 30 kg/m² or higher but < 40 kg/m²)
7. Severe Obesity (BMI ≥ 40 kg/m²)
8. Pregnancy
9. Sickle cell disease
10. Smoking
11. Type 2 diabetes mellitus

The CDC guidance also provides that adults of any age with the following conditions might be at an increased risk for severe illness from the virus that causes COVID-19:

1. Asthma (moderate-to-severe)
2. Cerebrovascular disease (affects blood vessels and blood supply to the brain)
3. Cystic fibrosis
4. Hypertension or high blood pressure
5. Immunocompromised state (weakened immune system) from blood or bone marrow transplant, immune deficiencies, HIV, use of corticosteroids, or use of other immune weakening medicines
6. Neurologic conditions, such as dementia
7. Liver disease
8. Overweight (BMI > 25 kg/m², but < 30 kg/m²)
9. Pulmonary fibrosis (having damaged or scarred lung tissues)
10. Thalassemia (a type of blood disorder)
11. Type 1 diabetes mellitus

The CITY OF ANAHEIM will periodically review the following web address in order to account for any additional medical conditions and other conditions that the CDC has identified as placing or potentially placing individuals at an increased risk of severe COVID-19: <https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/people-with-medical-conditions.html>

CITY OF ANAHEIM employees are encouraged to review the list of medical conditions and other condition provided above in order to determine whether they have such a condition.

To request an accommodation under the **CITY OF ANAHEIM** policy, employees may make a request with their manager or supervisor or the Human Resources Department

3. COVID-19 Testing

The **CITY OF ANAHEIM** possesses authority to require that employees who report to work at **CITY OF ANAHEIM** worksites or facilities be tested for COVID-19.

Where the **CITY OF ANAHEIM** requires that **CITY OF ANAHEIM** employees be tested, the **CITY OF ANAHEIM** will inform employees for the reason that testing is required.

The **CITY OF ANAHEIM** will also inform **CITY OF ANAHEIM** employees of the possible consequences of a positive COVID-19 test, which will include, but is not limited to, a requirement that employees not report to **CITY OF ANAHEIM** during the high-risk exposure period and shall satisfy the minimum criteria to return to work.

Where the **CITY OF ANAHEIM** requires testing, the **CITY OF ANAHEIM** has adopted policies and procedures that ensure the confidentiality of employees and comply with the Confidentiality of Medical Information Act (“CMIA”). Specifically, the **CITY OF ANAHEIM** will keep confidential all personal identifying information of COVID-19 cases or persons with COVID-19 symptoms unless expressly authorized by the employee to disclose such information or as other permitted or required under the law.

4. COVID-19 Hazards

The **CITY OF ANAHEIM** will notify **CITY OF ANAHEIM** employees and their exclusive representatives and subcontracted employees of any potential COVID-19 exposure at a **CITY OF ANAHEIM** worksite or facility where a COVID-19 case and **CITY OF ANAHEIM** employees were present on the same day. The **CITY OF ANAHEIM** will notify **CITY OF ANAHEIM** employees of such potential exposures within one (1) business day, in a way that does not reveal any personal identifying information of the COVID-19 case.

The **CITY OF ANAHEIM** will also notify **CITY OF ANAHEIM** employees of cleaning and disinfecting measures the **CITY OF ANAHEIM** is undertaking in order to ensure the health and safety of the **CITY OF ANAHEIM** worksite or facility where the potential exposure occurred.

B. IDENTIFICATION AND EVALUATION OF COVID-19 HAZARDS AT CITY OF ANAHEIM WORKSITES AND FACILITIES

1. Screening CITY OF ANAHEIM Employees for COVID-19 Symptoms

The **CITY OF ANAHEIM** possesses authority to screen employees or require that employees self-screen for COVID-19 symptoms.

The **CITY OF ANAHEIM** policy provides that the **CITY OF ANAHEIM** will

either screen **CITY OF ANAHEIM** employees for COVID-19 symptoms prior to entering **CITY OF ANAHEIM** worksites and facilities or will require employees to self-screen for COVID-19 symptoms and complete the **Daily Health and Wellness Certification Form** at the start of each work shift during which the employee physically reports to work. The appropriate screening method to be used at a City of Anaheim worksite or facility shall be determined at the discretion of the Executive Manager overseeing the worksite or facility.

2. **Responding to CITY OF ANAHEIM Employees with COVID-19 Symptoms**

Should a **CITY OF ANAHEIM** employee present COVID-19 symptoms during a **CITY OF ANAHEIM** administered screening or a self-screen, the **CITY OF ANAHEIM** will instruct the employee to remain at or return to their home or place of residence and not report to work until such time as the employee satisfies the minimum criteria to return to work.

The **CITY OF ANAHEIM** will advise employees of any leaves to which they may be entitled during this self-quarantine period. Available paid leave programs depend upon an employee's full-time or part-time status and applicable Memorandum of Understanding or Personnel Rules. In lieu of paid time off, an employee may be authorized for remote working under the City of Anaheim Temporary Telecommuting Policy.

Further, the **CITY OF ANAHEIM** has adopted policies and procedures ensure the confidentiality of employees and to comply with the Confidential Medical Information Act as such would apply to employees with COVID-19 symptoms.

3. **CITY OF ANAHEIM's Response to COVID-19 Cases**

In the event that **CITY OF ANAHEIM** employees test positive for COVID-19 or are diagnosed with COVID-19 by a health care provider, the **CITY OF ANAHEIM** will instruct the employees to remain at or return to their home or place of residence and not report to work until such time as they satisfy the minimum criteria to return to work. The department shall immediately issue the employee the Notice to Employee with Confirmed COVID Diagnosis.

APPENDIX A

The **CITY OF ANAHEIM** will advise employees of any leaves to which they may be entitled during this self-isolation period. Available paid leave programs depend upon an employee's full-time or part-time status and applicable Memorandum of Understanding or Personnel Rules. In lieu of paid time off, an employee may be authorized for remote working under the City of Anaheim Temporary Telecommuting Policy.

The **CITY OF ANAHEIM** will comply with all reporting and recording obligations as required under the law, including, but not limited to, reporting the COVID-19 case to the following individuals and institutions as required based on the individual circumstances:

- (1) The local health department
- (2) Cal/OSHA
- (3) Employees who were present at a **CITY OF ANAHEIM** worksite or facility

when the COVID-19 case was present

- (4) The employee organizations that represent employees at the **CITY OF ANAHEIM** worksite or facility
- (5) The employers of subcontracted employees who were present at the **CITY OF ANAHEIM** worksite or facility
- (6) The **CITY OF ANAHEIM**'s self-administered workers' compensation plan

If possible, the **CITY OF ANAHEIM** will interview the COVID-19 cases in order to ascertain the nature and circumstances of any contact that the employees may have had with other employees during the high-risk exposure period. See Section (C)(2)(a) for the appropriate procedure to follow for contact tracing upon receiving notice of a positive COVID-19 test result.

If the **CITY OF ANAHEIM** determines that there were any close contacts, the **CITY OF ANAHEIM** will instruct those employees to remain at their home or place of residence and not report to work until such time as the employees satisfy the minimum criteria to return to work, with the following exceptions:

- (1) Employees who are fully vaccinated before the close contact and who do not develop COVID-19 symptoms; and
- (2) COVID-19 cases who returned to work and have remained free of COVID-19 symptoms, for 90 days after the initial onset of COVID-19 symptoms or, for COVID-19 cases who never develop symptoms, for 90 days after the first positive test.

The manager or supervisor of the employee shall issue the employee a Notice of Close Contact with an Individual with COVID-19. [\(APPENDIX B\)](#)

The **CITY OF ANAHEIM** has adopted policies and procedures that ensure the confidentiality of employees and comply with the CMIA. Specifically, the **CITY OF ANAHEIM** will not disclose to other employees, except for those who need to know, the fact that the employees tested positive for or were diagnosed with COVID-19. **An individual notified of a potential exposure due to close contact with a COVID-19 case is NOT considered to need to know the identity of the COVID-19 case and will not be provided personal identifying information related to the COVID-19 case.** Further, the **CITY OF ANAHEIM** will keep confidential all personal identifying information of COVID-19 cases or persons unless expressly authorized by the employees to disclose such information or **as other permitted or required under the law.**

In the event that **CITY OF ANAHEIM** employees are notified of being a close contact exposure to a COVID-19 case outside the workplace, employees shall advise their employer and the **CITY OF ANAHEIM** will instruct the employees to remain at or return to their home or place of residence and not report to work until such time as they satisfy the minimum criteria to return to work. The department shall immediately issue the employee the Notice to Close Contact with an Individual with COVID-19 Outside the Workplace. [\(APPENDIX F\)](#)

4. Workplace-Specific Identification of COVID-19 Hazards

The **CITY OF ANAHEIM** conducted a workplace-specific assessment of all

interactions, areas, activities, processes, equipment, and materials that could potentially expose employees to COVID-19 hazards.

As part of this process, the **CITY OF ANAHEIM** identified places and times when employees and individuals congregate or come in contact with one another, regardless of whether employees are performing an assigned work task or not, including, for example, during meetings or trainings, in and around entrances, bathrooms, hallways, aisles, walkways, elevators, break or eating areas, cool-down areas, and waiting areas.

As part of this process, the **CITY OF ANAHEIM** identified potential workplace exposure to all persons at **CITY OF ANAHEIM** worksites and facilities, including employees, employees of other entities, members of the public, customers or clients, and independent contractors. The **CITY OF ANAHEIM** considered how employees and other persons enter, leave, and travel through **CITY OF ANAHEIM** worksites and facilities, in addition to addressing employees' fixed workspaces or workstations.

As part of this process, the **CITY OF ANAHEIM** treated all persons, regardless of symptoms or negative COVID-19 test results, as potentially infectious.

5. Maximization of Outdoor Air and Air Filtration

For indoor **CITY OF ANAHEIM** worksites and facilities, the **CITY OF ANAHEIM** evaluated how to maximize the quantity of outdoor air and whether it is possible to increase filtration efficiency to the highest level compatible with the worksites and facilities' existing ventilation systems.

6. CITY OF ANAHEIM Compliance with Applicable State and Local Health Orders

The **CITY OF ANAHEIM** monitors applicable orders and guidance from the State of California and the local health department related to COVID-19 hazards and prevention, including information of general application and information specific to the **CITY OF ANAHEIM**'s location and operations.

The **CITY OF ANAHEIM** fully and faithfully complies with all applicable orders and guidance from the State of California and the local health department.

7. Evaluation of Existing COVID-19 Prevention Controls and Adoption of Additional Controls

Periodically, the **CITY OF ANAHEIM** will continue to evaluate existing COVID-19 prevention controls at the workplace and assess whether there is a need for different and/or additional controls.

This includes evaluation of controls related to the correction of COVID-19 hazards, physical distancing, face coverings, engineering controls, administrative controls, and personal protective equipment ("PPE").

8. Periodic Inspections

The **CITY OF ANAHEIM** will conduct periodic inspections of **CITY OF ANAHEIM** worksites and facilities as needed to identify unhealthy conditions, work practices, and work procedures related to COVID-19 and to ensure compliance with the **CITY OF ANAHEIM**'s COVID-19 policies and procedures. Department Safety Managers are responsible for ensuring such inspections

are completed for workplaces within their scope of responsibility. Identification of COVID Hazards and COVID-19 Inspections forms shall be completed for each worksite. (APPEND D&E)

C. INVESTIGATING AND RESPONDING TO COVID-19 CASES IN CITY OF ANAHEIM WORKSITES AND FACILITIES

1. Procedure to Investigate COVID-19 Cases

The **CITY OF ANAHEIM** has a procedure for investigating COVID-19 cases in the workplace. As provided below, the procedure provides for the following: (1) the verification of COVID-19 case status; (2) receiving information regarding COVID-19 test results; (3) receiving information regarding the presentation of COVID-19 symptoms; and (4) Identifying and recording all COVID-19 cases.

2. Response to COVID-19 Cases

As provided above at Section IV.B.3., in the event that **CITY OF ANAHEIM** employees test positive for COVID-19 or are diagnosed with COVID-19 by a health care provider, the **CITY OF ANAHEIM** will instruct the employees to remain at or return to their home or place of residence and not report to work until such time as the employees satisfy the minimum criteria to return to work. Employees are encouraged to consult with a health care provider and follow all medical recommendations in the event of a positive test result or a diagnosis of COVID-19.

a. Contact Tracing

If possible, the **CITY OF ANAHEIM** will interview the COVID-19 cases in order to ascertain the following information: (1) the date on which the employees tested positive, if asymptomatic, or the date on which the employees first presented COVID-19 symptoms, if symptomatic; (2) the COVID-19 cases recent work history, including the day and time they were last present at an **CITY OF ANAHEIM** worksite or facility; and (3) the nature and circumstances of the COVID-19 cases' contact with other employees during the high-risk exposure period, including whether there were any close contact COVID- 19 exposures.

A manager or supervisor receiving notification of an employee's positive test result shall be responsible for gathering the initial information necessary to perform contact tracing to determine if the COVID-19 case was at a worksite during the infectious period and if a potential exposure occurred. Such manager or supervisor is required to obtain the following information from the employee reporting a COVID-19 positive test and complete the

(APPENDIX C)

1. When did the onset of symptoms, if any, occur for the employee?
2. When did the employee receive the positive test result?
3. When the last day and time the employee was at a City of Anaheim worksite or facility prior to the start of symptoms or positive COVID test result?
4. What areas of the worksite or facility did the employee visit during the 48 hours preceding the onset of symptoms, or if no symptoms,

the last two days before being tested – include all parking facilities, points of entry/exit, hallways, offices, common areas and restrooms?

5. Was the employee wearing a face covering at all times when in the worksite or facility during the period in question #3? If not, when was the face covering not in use?
6. Did the employee come in close contact with anyone at the worksite or facility during the period in question #3 (close contact is anyone within 6 feet for at least 15 cumulative minutes)? If yes, then note names of all employees or other persons with whom the employee had close contact and the location and nature of the contact.
7. Did the employee have contact with others that does not meet the definition of close contact? If so, describe the location and nature of the contact.

If the **CITY OF ANAHEIM** determines that there were any close contacts, the **CITY OF ANAHEIM** will instruct those employees to remain at their home or place of residence and not report to work until such time as the employees satisfy the minimum criteria to return to work, with the following exceptions:

- (A) Employees who were fully vaccinated before the close contact and who do not develop COVID-19 symptoms; and
- (B) COVID-19 cases who returned to work and have remained free of COVID-19 symptoms, for 90 days after the initial onset of COVID-19 symptoms or, for COVID-19 cases who never develop symptoms, for 90 days after the first positive test.

Such employees are encouraged to self-monitor for COVID-19 symptoms (e.g., fever, chills, shaking chills, cough, difficulty breathing, sore throat, congestion or runny nose, fatigue, body or muscle aches, loss of taste or smell, nausea or vomiting, diarrhea, loss of appetite) and consult with a health care provider, as necessary. **APPENDIX B** for Notice of Close Contact with an Individual with COVID-19 to be issued to employees identified by the contact tracing process.

b. Reporting the Potential Exposure to Other Employees

The **CITY OF ANAHEIM** will comply with all reporting and recording obligations as required under the law, including, but not limited to, reporting the COVID-19 case to the following individuals and institutions as required based on the individual circumstances: (1) employees who were present at a **CITY OF ANAHEIM** worksite or facility when the COVID-19 case was present; (2) subcontracted employees who were present at the **CITY OF ANAHEIM** worksite or facility; and (3) exclusive representative of employees receiving notice of close contact or COVID-19 cases in the workplace.

c. Free COVID-19 Testing for Close Contact Exposures

The **CITY OF ANAHEIM** will provide COVID-19 testing at no cost to employees during work hours who are determined to be a close contact at a **CITY OF ANAHEIM** worksite or facility, in accordance with CDPH guidelines or any other state or local health guidelines; with the following

exceptions:

- (A) COVID-19 cases who returned to work and have remained free of COVID-19 symptoms, for 90 days after the initial onset of COVID-19 symptoms or, for COVID-19 cases who never developed symptoms, for 90 days after the first positive test.
- (B) Any exceptions authorized under CDPH guidelines and other state or local health guidelines subsequent to the effective date of this revised CPP.

Employees will be provided information concerning testing locations available to City of Anaheim employees if identified as having close contact with a COVID case.

d. Leave and Compensation Benefits for Close Contact Exposures

The **CITY OF ANAHEIM** will provide these employees with information regarding COVID-19- related benefits to which the employees may be entitled under applicable federal, state, or local laws, local governmental requirements, the **CITY OF ANAHEIM**'s own leave policies, and leave guaranteed by contract.

To the extent required by law, the **CITY OF ANAHEIM** will continue to provide and will maintain these employees' earnings, seniority, and all other employee rights and benefits, including the employees' right to their former job status, as if the employees had not been removed from their jobs.

The **CITY OF ANAHEIM** may require that these employees use employer-provided employee sick leave benefits, or at the employee's request other leave benefits, for this purpose and consider benefit payments from public sources in determining how to maintain earnings, rights and benefits, where permitted by law and when not covered by workers' compensation. The **City of Anaheim** Temporary Paid Leave Program in Response to COVID-19 can be found here:

<https://www.anaheim.net/5463/Coronavirus-Resources>

e. Investigation to Determine Whether Workplace Conditions Contributed to COVID-19 Exposure

The **CITY OF ANAHEIM** will conduct an investigation in order to determine whether any workplace conditions could have contributed to the risk of COVID-19 exposure and what could be done to reduce exposure to COVID-19 hazards. The Department Safety Coordinator shall be responsible for ensuring the inspection is completed and shall coordinate with the Workers' Compensation Division.

3. Confidential Medical Information

The **CITY OF ANAHEIM** will protect the confidentiality of the COVID-19 cases, and will not disclose to other employees the fact that the employees tested positive for or were diagnosed with COVID-19.

The **CITY OF ANAHEIM** will keep confidential all personal identifying

information of COVID-19 cases unless expressly authorized by the employees to disclose such information or as **otherwise permitted or required under the law, including as required by Orange County Healthcare Agency.**

D. CORRECTION OF COVID-19 HAZARDS AT CITY OF ANAHEIM WORKSITES AND FACILITIES

The **CITY OF ANAHEIM** will implement effective policies and/or procedures for correcting unsafe or unhealthy conditions, work practices, policies and procedures in a timely manner. Correction of hazards shall be prioritized based on existing standards for addressing health and safety concerns.

This includes, but is not limited to, implementing controls and/or policies and procedures in response to the evaluations conducted related to the identification and evaluation of COVID-19 hazards and investigating and responding to COVID-19 cases in the workplace. This also includes implementing controls related to physical distancing, face coverings, engineering controls, administrative controls, and personal protective equipment ("PPE").

E. TRAINING AND INSTRUCTION OF CITY OF ANAHEIM EMPLOYEES

1. COVID-19 Symptoms

The **CITY OF ANAHEIM** provides employees training and instruction on the COVID-19 symptoms, including advising employees of COVID-19 symptoms, which may include the following:

- (1) Fever of 100.4 degrees Fahrenheit or higher or chills
- (2) Cough
- (3) Shortness of breath or difficulty breathing
- (4) Fatigue
- (5) Muscle or body aches
- (6) Headache
- (7) New loss of taste or smell
- (8) Sore throat
- (9) Congestion or runny nose
- (10) Nausea or vomiting or
- (11) Diarrhea.

The **CITY OF ANAHEIM** monitors and adheres to guidance by the CDC concerning COVID-19 symptoms, including guidance provided at the following web address:

<https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>

The **CITY OF ANAHEIM** will advise employees in the event that the CDC makes any changes to its guidance concerning such symptoms.

The **CITY OF ANAHEIM** provides employees instruction on the importance of

not coming to work and obtaining a COVID-19 test if the employees have COVID-19 symptoms.

2. CITY OF ANAHEIM's COVID-19 Policies and Procedures

The **CITY OF ANAHEIM** provides regular updates to employees on the **CITY OF ANAHEIM's** policies and procedures to prevent COVID-19 hazards at **CITY OF ANAHEIM** worksites and facilities and to protect **CITY OF ANAHEIM** employees.

3. COVID-19 Related Benefits

The **CITY OF ANAHEIM** advised **CITY OF ANAHEIM** employees of the leaves to which the employees may be entitled under applicable federal, state, or local laws. This includes any benefits available under workers' compensation law, the FFCRA, Labor Code sections 248.1 and 248.5, Labor Code sections 3212.86 through 3212.88, the **CITY OF ANAHEIM's** own leave policies, and leave guaranteed by contract.

Further, when employees require leave or are directed not to report to work by the **CITY OF ANAHEIM**, the **CITY OF ANAHEIM** will advise the employees of the leaves to which the employees may be entitled for that specific reason.

4. Spread and Transmission of the Virus that Causes COVID-19

The **CITY OF ANAHEIM** advised **CITY OF ANAHEIM** employees of the that COVID-19 is an infectious disease that can be spread through the air when an infectious person talks or vocalizes, sneezes, coughs, or exhales; that COVID-19 may be transmitted when a person touches a contaminated object and then touches their eyes, nose, or mouth, although that is less common; and that an infectious person may have no symptoms.

The **CITY OF ANAHEIM** further advised **CITY OF ANAHEIM** employees of the fact that particles containing the virus can travel more than six (6) feet, especially indoors, so physical distancing must be combined with other controls, including face coverings, increased ventilation indoors, respiratory protection and hand hygiene, including hand washing, in order to be effective.

5. Methods and Importance of. Face Coverings. and Hand Hygiene

The **CITY OF ANAHEIM** advised **CITY OF ANAHEIM** employees of the methods and importance of, face coverings, respiratory protection and hand hygiene, including hand washing.

Specifically, the **CITY OF ANAHEIM** trained and instructed **CITY OF**

ANAHEIM employees on the importance of frequent hand washing with soap and water for at least 20 seconds and using hand sanitizer when employees do not have immediate access to a sink or hand washing facility, and that hand sanitizer does not work if the hands are soiled.

Further, the **CITY OF ANAHEIM** trained and instructed **CITY OF ANAHEIM** employees on the proper use of face coverings and the fact that face coverings are not respiratory protective equipment.

F. RESPIRATORY PROTECTION

In accordance with state and local regulations; when appropriate, the **City of Anaheim** shall provide respirators for voluntary use to any employee who is not fully vaccinated after completion of appropriate training. Training included requesting a respirator without fear of retaliation and at no cost to the employee. Also, how to properly wear the respirator, perform a seal check and the fact that facial hair interferes with the seal.

G. FACE COVERINGS

1. Face Covering Requirement

All employees of the **CITY OF ANAHEIM**, shall be provided face coverings and instructed on their use while indoors and in vehicles.

CITY OF ANAHEIM policy adheres to orders and guidance provided by the CDPH and the local health department, including as provided at the following web address:

<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/guidance-for-face-coverings.aspx>

The **CITY OF ANAHEIM**'s policy on the use of face coverings shall follow orders from the CDPH and state regulations.

The **CITY OF ANAHEIM**'s policy requires that face coverings are clean and undamaged. The **CITY OF ANAHEIM**'s policy allows for face shields to be used to supplement, and not supplant face coverings.

The **CITY OF ANAHEIM**'s policy provides for the following exceptions to the face coverings requirement:

1. When an employee is alone in a room.
2. While eating and drinking at the workplace, provided employees are at least six (6) feet apart and outside air supply to the area, if indoors, has been maximized to the extent possible.
3. Employees wearing respiratory protection in accordance with section 5144 or other title 8 safety orders (8 C.C.R. 5144 is available at the following web address: <https://www.dir.ca.gov/title8/5144.html>).
4. Employees who cannot wear face coverings due to a medical or mental health condition or disability, or who are hearing-impaired or communicating with a hearing-impaired person. Except that the **CITY OF ANAHEIM** may determine that accommodation of such inability to wear a face covering constitutes an undue hardship to the **CITY OF ANAHEIM** as allowing an employee without a face covering in the workplace poses a direct threat to the health and safety of other employees within the workplace.
5. Specific tasks which cannot feasibly be performed with a face covering. This exception is limited to the time period in which such tasks are actually being performed.

2. Required Use of Effective Non-Restrictive Alternative for

Employees Exempted from Face Covering Requirement

The **CITY OF ANAHEIM**'s policy requires that **CITY OF ANAHEIM** employees who are exempted from wearing face coverings due to a medical condition, mental health condition, or disability wear an effective non-restrictive alternative, such as a face shield with a drape on the bottom, if their condition or disability permits it.

3. Physical Distancing Required If Employee Is Not Wearing Face Covering or Non-Restrictive Alternative

The **CITY OF ANAHEIM**'s policy requires that any employees not wearing a face covering, face shield with a drape or other effective alternative, or respiratory protection, for any reason, shall be at least six (6) feet apart from all other persons unless the permissibly unmasked employees is either fully vaccinated or tested at least weekly for COVID-19 during paid time and at no cost to the employee.

However, the **CITY OF ANAHEIM** does not use COVID-19 testing as an alternative to face coverings when face coverings are otherwise required by this section.

4. Prohibition on Preventing Employees from Wearing Face Covering

The **CITY OF ANAHEIM** does not prevent any **CITY OF ANAHEIM** employee from wearing a face covering when wearing a face covering is not required by this section, unless wearing a face covering would create a safety hazard, such as interfering with the safe operation of equipment. Any employee may request a face covering from the City and choose to wear a face covering in the workplace without fear of retaliation.

H. OTHER ENGINEERING CONTROLS, ADMINISTRATIVE CONTROLS AND PERSONAL PROTECTIVE EQUIPMENT ("PPE")

1. Solid Partitions in the Workplace

The City will proactively keep in place any existing solid partitions and barriers that have been installed for the continued health and safety of employees.

2. Maximization of Outdoor Air

As provided above at Section IV.B.5., for indoor **CITY OF ANAHEIM** worksites and facilities, the **CITY OF ANAHEIM** evaluated how to maximize the quantity of outdoor air.

Further, for **CITY OF ANAHEIM** worksites and facilities with mechanical or natural ventilation, or both, the **CITY OF ANAHEIM** has maximized the quantity of outside air provided to the extent feasible, except when the United States Environmental Protection Agency ("EPA") Air Quality Index is greater than 100 for any pollutant or if opening windows or maximizing outdoor air by other means would cause a hazard to **CITY OF ANAHEIM** employees, for instance from excessive heat or cold.

3. Cleaning and Disinfecting Procedures

The **CITY OF ANAHEIM**'s cleaning and disinfecting policy requires the

following:

1. Identifying and regularly cleaning frequently touched surfaces and objects, such as doorknobs, elevator buttons, equipment, tools, handrails, handles, controls, phones, headsets, bathroom surfaces, and steering wheels. The **CITY OF ANAHEIM** will inform employees and authorized employee representatives of cleaning and disinfection protocols, including the planned frequency and scope of regular cleaning and disinfection.
2. Cleaning of areas, material, and equipment used by a COVID-19 case during the high-risk exposure period, and disinfection if the area, material or equipment is indoors and will be used by another employee within 24 hours of the COVID-19 case.

Further, the **CITY OF ANAHEIM** requires that cleaning and disinfecting must be done in a manner that does not create a hazard to **CITY OF ANAHEIM** employees or subcontracted employees.

3. Evaluation of Handwashing Facilities

In order to protect **CITY OF ANAHEIM** employees, the **CITY OF ANAHEIM** evaluated its handwashing facilities in order to determine the need for additional facilities, encourage and allow time for employee handwashing, and provide employees with an effective hand sanitizer.

The **CITY OF ANAHEIM** encourages **CITY OF ANAHEIM** employees to wash their hands for at least 20 seconds each time.

The **CITY OF ANAHEIM** provides hand sanitizers for employee use and ensure that such hand sanitizers do not contain methyl alcohol.

4. Personal Protective Equipment (“PPE”) CITY OF

ANAHEIM policy provides for PPE.

The **CITY OF ANAHEIM** evaluates the need for PPE, such as gloves, goggles, and face shields, to prevent exposure to COVID-19 hazards and provide such PPE as needed.

In accordance with applicable law, the **CITY OF ANAHEIM** upon request will provide respirators for voluntary use to all employees who are not fully vaccinated and who are working indoors or in vehicles with more than one person.

In accordance with applicable law, the **CITY OF ANAHEIM** will provide and ensure use of eye protection and respiratory protection when **CITY OF ANAHEIM** employees are exposed to procedures that may aerosolize potentially infectious material such as saliva or respiratory tract fluids.

I. REPORTING, RECORDKEEPING AND ACCESS

1. Reporting COVID-19 Cases to the Local Health Department

In accordance with applicable law, the **CITY OF ANAHEIM** will report information about COVID-19 cases and outbreaks at the workplace to the local health department.

Further, the **CITY OF ANAHEIM** will provide any related information requested by the local health department.

2. **Reporting Serious COVID-19 Illnesses and Deaths to Cal/OSHA**

In accordance with applicable law, the **CITY OF ANAHEIM** will record any serious work- related COVID-19-related illnesses or deaths.

3. **Maintenance of Records Related to the Adoption of the CPP**

In accordance with applicable law, the **CITY OF ANAHEIM** will maintain records of the steps taken to implement this CPP.

4. **Availability of the CPP for Inspection**

The **CITY OF ANAHEIM** will make this written CPP available to employees and employee organizations at **CITY OF ANAHEIM** worksites or facilities.

Further, the **CITY OF ANAHEIM** will make this written CPP available to Cal/OSHA representatives immediately upon request.

5. **Records Related to COVID-19 Cases**

The **CITY OF ANAHEIM** will keep a record of and track all COVID-19 cases with the following information: (1) employee's name; (2) contact information; (3) occupation; (4) location where the employee worked; (5) the date of the last day at the workplace; and (6) the date of a positive COVID-19 test.

J. **EXCLUSION AND RETURN TO WORK CRITERIA OF COVID-19 CASES AND CLOSE CONTACTS**

1. **Exclusion of COVID-19 Cases from CITY OF ANAHEIM Worksites and Facilities**

The **CITY OF ANAHEIM** will ensure that COVID-19 cases are excluded from the workplace until the individual satisfies the minimum return to work criteria provided for in table 1 of Appendix G.

2. **Exclusion of Employees determined to be Close Contacts from CITY OF ANAHEIM Worksites and Facilities**

The CITY OF ANAHEIM will exclude employees with close contact COVID-19 exposure from the workplace in accordance with CDPH guidelines set in table 2 of Appendix G, which may be updated from time to time in accordance with CDPH changes.

3. **Provision of Benefits to CITY OF ANAHEIM Employees Excluded from Work as a Result of a Positive COVID-19 Test or Diagnosis or a Close Contact COVID-19 Exposure**

a. **Employees Who Are Able to Telework During Isolation or Quarantine Period**

The **CITY OF ANAHEIM** will allow employees who are able to telework, and are able and available to work, to telework during the isolation or quarantine period. The **CITY OF ANAHEIM** will provide these employees their normal compensation for the work that they perform for the **CITY OF ANAHEIM** during the isolation or quarantine period.

b. Employees Who Are Unable to Telework During Isolation or Quarantine Period

The provision of benefits described below does not apply to either: (1) **CITY OF ANAHEIM** employees who the **CITY OF ANAHEIM** can demonstrate that the close contact COVID-19 exposure was not work-related; and (2) **CITY OF ANAHEIM** employees who are unable to work for reasons other than protecting employees and non-employees at **CITY OF ANAHEIM** worksites and facilities from possible COVID-19 transmission. Such employees may still use paid sick leave for the purpose of receiving compensation during the isolation or quarantine period if they elect to do so.

For other employees, the **CITY OF ANAHEIM** will require that employees who are unable to telework, but are otherwise able and available to work, to use paid sick leave in order to receive compensation during the isolation or quarantine period. **CITY OF ANAHEIM** employees retain their entitlement to elect not to use other earned or accrued paid leave during this time.

For all employees who are subject to an isolation or quarantine because of a COVID-19 case or a close contact COVID-19 exposure, the **CITY OF ANAHEIM** will maintain the employees' seniority and all other employee rights and benefits, including the employees' right to their former job status, during the isolation or quarantine period.

The **CITY OF ANAHEIM** may consider benefit payments from public sources, including under the FFCRA and Labor Code section 248.1 (until December 31, 2020 or longer if FFCRA leave and/or Labor Code section 248.1 leave is extended), in determining how to maintain earnings, rights and benefits, where permitted by law and when not covered by workers' compensation.

4. Adherence with Laws, Policies, and/or Agreements Providing Excluded Employees Greater Protections

The obligations set forth in this section do not limit any other applicable law, **CITY OF ANAHEIM** policy, or collective bargaining agreement that provides **CITY OF ANAHEIM** employees with greater protections or benefits.

5. Provision of Information Concerning Benefits to Excluded Employees

At the time of exclusion, the **CITY OF ANAHEIM** will provide the excluded employees the information on benefits to which the employees may be entitled under applicable federal, state, or local laws, the **CITY OF ANAHEIM**'s own leave policies, and leave guaranteed by contract.

6. The CITY OF ANAHEIM shall adhere to CalOSHA and CDPH guidance for return to work criteria found in Appendix G.