

## **Memorandum of Understanding between**

### **SEIU Healthcare Minnesota (“Union”) and EMPLOYER NAME (“Employer”)**

#### **Regarding COVID-19 (Novel Coronavirus)**

The parties enter into the following agreement in response to ongoing health concerns presented by the COVID-19 virus. Coronavirus disease 2019 (COVID-19) is a respiratory illness that can spread from person to person. Healthcare workers are at a higher risk of exposure and infection with COVID-19.

#### **RECITALS**

- A) The parties share a mutual interest in assuring the health and safety of patients/residents/clients, families, staff and the community.
- B) The parties share the priority of slowing the spread of and reducing exposure to COVID-19 for patients/residents/clients, families, staff and the community.
- C) Healthcare workers are on the front lines in the delivery of essential health services to patients/residents/clients in need.
- D) The decisions of the parties should be guided by the Centers for Disease Control and other public health agencies.
- E) The parties wish to work together to take reasonable steps to protect patients/residents/clients, families and staff from unnecessary exposure to communicable diseases including COVID-19.

#### **AGREEMENT**

- 1. The parties will communicate updated policies within each organization as they are developed and distributed.
- 2. If an employee is sent home or asked not to come into work by the Employer due to a potential exposure, whether at work or in the community, to COVID-19, the Employer shall compensate the employee with paid administrative leave. Such paid leave will be for all scheduled hours from the time/date the employee is sent home until such time the employee has been authorized to return to work by the Employer. Hours spent on paid administrative leave shall still count towards employee benefits such as healthcare, PTO, etc. The Employer may require a doctor’s clearance to be reinstated.
- 3. Employees are asked not to come into work if they are not feeling well, have been exposed to COVID-19, have traveled to higher risk areas. Any absence due to concerns about COVID-19 will be considered an administrative paid leave and will not be counted against them for attendance or disciplinary purposes.
- 4. To mitigate exposure and transmission, all employees who are able to, will be encouraged to work from home.
- 5. Testing costs for employees potentially exposed while on the job will be paid by the Employer.
- 6. Communication to employees of potential risk by patients/residents or other employees is required when known by the Employer.
- 7. Notification of updates that come from the Centers for Disease Control (“CDC”), Department of Health and Minnesota Department of Health or any other local, state or federal agency will be provided to employees promptly, preferably with acknowledgement receipts.

8. Employees are encouraged to provide notice to Employers if they believe they have potentially been exposed to the virus, without any negative repercussions to their employment or benefits.
9. If employees have traveled to an affected area, and have been ordered to self-quarantine, the employer agrees to place the employee on paid administrative leave as outlined above in item 2 until such time the employee has been cleared for duty with no loss of seniority or other benefits.
10. Personal Protective Equipment will be provided by the Employer at an employee's request. Employees will be advised at that time of updated policies and procedures, recommendations and may be asked to sign an acknowledgement of such guidelines.
11. Best practices dictate that only one RN enter the room of a confirmed COVID-19 patient. Nutrition, EVS, CNA's, transport, and any other SEIU member will not be asked to enter that patient room while the patient is present. Once the assigned RN has done a surface sterilization, EVS will be allowed to clean the room in Personal Protective Equipment and will be afforded additional time to clean rooms as specified by the CDC or other regulatory agencies.
12. The Employer will provide to the Union the number of Union represented workers who have been exposed as well as the number placed on paid leave on a daily basis (as applicable).
13. Employees who are impacted indirectly (for example, school closures, daycare disruptions, etc.) and require leave due the COVID-19 outbreak, will be granted paid administrative leave for up to 10 days, consecutive or inconsecutive. These absences will be to arrange schedules to accommodate schedule or other changes. For longer absences, employees may use PTO/SICK/Vacation time along with any medical leave outlined in the CBA or FMLA.
14. The parties will comply with all rules, regulations and recommendations by local, state and federal agencies.

Signed by the Employer:

Signed by the Union:

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Date:

Date:

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