Memorandum of Understanding between

SEIU Healthcare Minnesota ("Union") and EMPLOYER NAME ("Employer")

Regarding COVID-19

Upon ratification, 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. After 90 days of implementation, the parties will either agree to extend, bargain something different, or revert to the current collective bargaining agreement.

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. We will communicate updated policies with our employees 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. Beginning March 27th and continuing through May 17th we will provide all staff who have the need for paid administrative leave due to COVID-19 related matters will be receive paid administrative leave up to the employees minimum FTE. After May 17th those employees who have a qualified reason will then transition to the Families First Coronavirus Act and Emergency Paid Sick Leave which is part of the new law. Hours spent on paid administrative leave will still count towards employee benefits such as healthcare, PTO, etc., and seniority. We may require a doctor’s clearance to be reinstated. If there is a situation where an employee has a qualifying workers’ compensation claim our carrier may pick up a portion of the wages.
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. We have modified the policy so that any COVID-19 related tardies or absences will not count provided the employee notifies such as it is a no-fault attendance policy.

4. To mitigate exposure and transmission, all employees who are able to, will be encouraged to work from home. To mitigate exposure and transmission, employees we determine are able to work offsite will be encouraged to work from home.

5. Testing costs for employees potentially exposed while on the job will be paid by the Employer. COVID-19 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. We will communicate to employees' potential risks by patients/residents or other employees when known by us.

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. We will notify employees promptly of updates that come from the Centers for Disease Control ("CDC"), Department of Health and MN Department of Health or any other local, state or federal agency.

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. In order to enter the facility, employees are asked health screening questions (Do you have a fever? Do you have a cough? Have you come into contact with anyone who you know to have COVID-19? Have you travelled to any known high-risk areas?)

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. Already addressed in item #2.

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. Personal Protective Equipment is being provided by us pursuant to CDC and MN Department of Health.

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. We will continue to follow best practices to care for our patients and residents with a premium placed on the safety of all employees.

12. The Employer will provide to the Union the number of workers who have been exposed as well as the number placed on paid leave on a daily basis (as applicable). We will provide to the union the number of SEIU members who have been exposed as well as the number of SEIU members placed on paid leave on a daily basis (as applicable).
13. The Employer will provide to the union the number of residents/patients that have tested positive for COVID-19 on a daily basis. We will provide to the union the number of residents/patients that have tested positive for COVID-19 on a daily basis.

14. Employees who are impacted indirectly (for example, school closures, daycare disruptions, etc.) and require leave due to the COVID-19 outbreak, will be granted paid administrative leave for up to 10 days, consecutive or non-consecutive. 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. Employees who are impacted indirectly (for example, school closures, daycare disruptions, etc.), and require leave due to the COVID-19 outbreak, will be granted those benefits required under the Families First Coronavirus Act and/or Emergency Paid Sick Leave Act. For longer absences, employee may use PTO time along with any medical leave outlined in the CBA or FMLA.

15. The parties will comply with all rules, regulations and recommendations by local, state and federal agencies. We will comply with all rules, regulations and recommendations by local, state and federal agencies.

16. Regarding the topic of allowing employees to go into the negative with their PTO balances -- we will not permit this as no employee will go below zero. Once they exhaust their PTO/EIB they will be in on an unpaid leave of absence or another leave if so eligible.

Signed by the Employer: 

[Signature]

Date: 4-16-2020

Signed by the Union: 

[Signature]

Date: 4-16-20