AGREEMENT

Between

SEIU Healthcare Minnesota (“Union”) and GROUP HEALTH INC. (“Employer”)

Regarding COVID-19 AND MARCH 2020 DENTAL AND EYE CARE REDUCTIONS

APRIL 6, 2020

The parties enter into this Agreement in response to actions taken by the Employer as to its Dental and Eye care staff covered by the SEIU contracts. The parties agree that the reduction in those clinic operations were the direct result of ongoing health concerns presented by the COVID-19 virus pandemic and Federal and State government orders.

RECITALS

A) Dental Hygienists, Advanced Dental Therapists, and Dental Assistants were advised that effective March 17 there was no work available for them and the Employer stated they were being placed on Involuntary Leave Status pursuant to Article 13 of the contracts. Affected Hygienists, Advanced Dental Therapists, and Dental Assistants were allowed to be on no-pay status or they could use available vacation or personal holiday hours to receive pay.

B) Eye Care employees were advised that effective March 23 there was no work available for them and the Employer stated they were being placed on Involuntary Leave Status pursuant to Article 13 of the contracts. Eye Care employees were allowed to be on no-pay status or they could use available vacation or personal holiday hours to receive pay.

C) The Union objected to the Employer’s actions and filed a Grievance on March 18 on behalf of SEIU members in the Dental Clinics and asserted that the Grievance was on behalf of all SEIU members the union claimed were not being paid in accordance with the CBAs.

D) In an effort to resolve all parts of the March 18 Grievance that do or that could relate to the Dental and Eye Care employees (collectively herein, the “Affected Employees”) who have not worked since March 18 and March 23 respectively, the parties reached the following agreements that address the circumstances of the Affected Employees retrospectively and prospectively, in light of the inability of the parties to predict when Dental and Eye Care services will resume.

Agreement

1. The parties will continue to communicate about updated policies within the organization as they are developed and distributed and about any changes or projected changes to the employment status of the Affected Employees in the future.

2. Affected Employees who, during the time since March 18 (Dental) or March 23 (Eye Care) took the time as unpaid will receive payment for scheduled hours for the two work weeks since they were advised that work was no longer available for them.

3. Affected Employees who, during the time since March 18 (Dental) or March 23 (Eye Care) were paid by using available vacation or personal holiday time will have those vacation or personal holiday hours restored.
4. All Affected Employees will be notified that, consistent with this Agreement, effective April 9 they are being indefinitely laid off due to lack of work.

5. The Employer will continue to provide employee benefits previously elected by Affected Employees (health, dental, life and long term disability insurance) under the same terms and conditions as if they were actively employed, for the months of April and May 2020.

6. The Parties acknowledge and agree that since March 17, 2020, certain Dental and Eye Care employees have continued to work on a part-time basis due to special skills or experience, or due to pairing with a designated provider who is still providing services. The Parties agree that those conditions will be permitted to continue regardless of any Seniority, Hours, Posting, Bidding or any other provision of the CBAs that may be to the contrary.

7. As to the Affected Employees only, and only as to the current circumstances surrounding this Agreement and the layoffs addressed herein, the Parties agree that the terms of Article 11 do not apply other than Sections 16, 17, 18 and 19 addressing Recall.

8. The Union hereby withdraws with prejudice all portions of its March 18 Grievance and any requests for information as relates to the Affected Employees. The Parties agree that neither the withdrawal of applicable portions of the March 18 Grievance nor this Agreement is precedent-setting as to future claims that may be asserted or defenses that could be raised to such claims.

9. The parties will comply with all rules, regulations and recommendations by local, state and federal agencies in the administration of this Agreement.

Signed by the Employer: ____________________________  Signed by the Union: ____________________________

_________________________________________  ____________________________________________
Date: ____________________________  Date: ____________________________