Letter of Understanding
Between MHealth (Fairview Southdale Hospital, University of Minnesota Medical Center, Fairview – Riverside Campus, HealthEast Bethesda Hospital, HealthEast St. John’s Hospital and HealthEast St. Joseph’s Hospital, Fairview Lakes Health Service collectively (“The Employer”) and
SEIU Healthcare Minnesota (“SEIU HCMN” or “the Union”)

This Agreement applies to the following bargaining units:

SEIU Healthcare Minnesota Service and Maintenance, at Fairview Southdale Hospital, University of Minnesota Medical Center, Fairview – Riverside Campus, HealthEast Bethesda Hospital, HealthEast St. John’s Hospital; LPN at HealthEast Bethesda Hospital, HealthEast St. John’s Hospital and HealthEast St. Joseph’s Hospital; Service, Clerical and Business Office Clerical at Fairview Lakes Health Services

1. The parties enter this Temporary Letter of Understanding (LOU) in anticipation of staffing actions the Employer will need to take and that will impact SEIU HCMN Members. The parties agree that the reduction in operations are necessary as a direct result of ongoing health concerns presented by the COVID-19 virus pandemic and Federal and State government orders. The parties agree that this LOU is a one-time, non-precedent setting agreement. As part of the overall collection of elements set forth in this agreement, for the pay period March 23 through April 5, 2020, The Employer shall pay to employees at their base, straight time hourly wage rate for hours that had been treated as unpaid low need hours between March 23 and April 5, 2020. Additionally, if applicable, the Employer shall restore employees’ vacation or personal holiday bank for hours used to cover low need hours for the pay period of March 23 through April 5, 2020.

2. In addition, regardless of the hours actually worked by an employee through June 28, 2020, the Employer will continue to make the normal employer contribution towards the cost of the total health insurance premiums on behalf of eligible and active employees who are participating in the Employer’s health insurance plan, based upon the respective plan and coverage level. In other words, even if an employee’s actual hours worked drop below the normal eligibility requirement for employer-paid health insurance, they will continue to be eligible for coverage if an active employee during this period, and the Employer will continue to pay the Employer’s share of premium costs, while this is in place through June 28, 2020. And the Employer will also continue to pay the employer portion toward the cost of dental, disability, and life insurance benefits, regardless of hours worked during this same time period.

3. It is agreed and understood that an employee must be prepared and willing to perform work in different areas, and on different tasks, than the employee will normally perform on a daily basis.
   - We will not ask employees to perform work that they cannot safely perform, or that they cannot adequately perform after an appropriate period of orientation and/or training as determined by management. We will likely do this through a pool approach, whereby available employees are assigned or deployed from a central area or a specific leader, but we are still working on these details.
   - In the event that the relevant supervisor or manager is unable to identify any work for an eligible employee – or training or something else productive – then the employee may be offered the opportunity to leave work (per #4, bullet 4)
**Voluntary Redeployment:**

On a non-precedent setting basis, the parties agree that SEIU represented employees, who could perform the work after an appropriate period of orientation and/or training as determined by the Employer for the relevant hours, at MHealth Sites in bargaining units covered by this LOU may volunteer to work at a different location from their normal every day jobsite. Shifts will be offered to SEIU represented employees, after the extra hours provisions of the CBAs are exhausted.

4. For purposes of this section, “temporary furlough” is defined as a situation in which a member of the bargaining unit who holds a position with an authorized FTE status is temporarily relieved from working their normal or scheduled hours; in other words, this is unpaid time off for a temporary period of time.

- A temporary furlough is different than a permanent reduction in hours and is different than a layoff. Therefore, it is agreed and understood that Article 8(C) (Service and Maintenance at UMMC Riverside, Southdale, Bethesda, St. John’s), Article 6(D),(E) (Service, Clerical and Business Office Clerical at Lakes) and Article 5 (LPN at Bethesda, St. John’s and St. Joseph’s) of the parties’ collective bargaining agreement(s) do not apply to or in any way govern the process set forth in this agreement.

- The Employer will determine the staffing needs of the Hospital. If the Employer determines that it is practical and operationally desirable and/or necessary to furlough an employee(s), the Hospital will place employee(s) on a temporary rotating furlough(s) for the defined segment of time, taking into account where practical, first, seniority. The Employer may need to also consider skills, experience, work schedule, authorized hours and mix of FTEs of the employees who are to be placed on temporary furlough as well as the employees who will continue on the schedule.

- As practical and prudent with proper Hospital operations, temporary furloughs will be scheduled in one-week increments. Additional low need hours, if needed, will occur according to the applicable collective bargaining agreement. If temporary furloughs are to occur, they will be considered an involuntary loss of hours due to COVID-19.

- Notwithstanding the above, it is agreed and understood that consistent with proper Hospital operations, not all situations, departments and/or classifications warrant a temporary furlough.

- It is also agreed and understood that if there is an operational desire/need to temporarily furlough, it may be necessary to rebalance or otherwise change the department/unit work schedule once it is determined who will be on a temporary furlough for the relevant segment of time. Therefore, it is agreed and understood that Article 4(C) (Service and Maintenance at UMMC Riverside, Southdale, Bethesda, St. Johns), Article 9(E) (Service, Clerical and Business Office Clerical at Lakes), Article 4.6 (LPN at Bethesda, St. Johns and St. Joes) of the parties’ collective bargaining agreement(s) do not apply to a situation in which an employee goes on temporary furlough. The implementation of a temporary furlough for a segment of time shall not be construed as a schedule change under Article 4(C) (Service and Maintenance at UMMC Riverside, Southdale, Bethesda, St. Johns), Article 9(E) (Service, Clerical and Business Office Clerical at Lakes), Article 4.6 (LPN at Bethesda, St. Johns and St. Joes) or any other provision of the collective bargaining agreement(s). An employee on temporary furlough shall return to work for the employee’s first work shift after the completion of the temporary furlough in accordance with their supervisor’s or manager’s instructions or in accordance with the work schedule made available by their supervisor or manager.
• An employee on temporary furlough may elect to utilize their vacation, PTO or personal floating holidays in order to continue to receive compensation during a reduced work schedule. Employees cannot take, paid sick leave, MLB or any other form of paid leave.

• When an employee is on temporary furlough and not working, the employee is not accruing compensated hours for purposes of vacation accrual, pension contributions, length of service increases or for any other purpose. For the LPN collective bargaining agreement at Bethesda, St. John’s and St. Joseph’s, when an employee is on temporary furlough and not working, the employee is not accruing compensated hours for purposes of seniority.

• Time spent by an employee on temporary furlough shall not negatively affect the employee’s seniority as defined by Article 8(A) of the parties’ collective bargaining agreement. An employee who goes on temporary furlough will not experience any break in seniority, nor will the time on temporary furlough be in any way deducted or subtracted from an employee’s seniority. An employee who goes on temporary furlough will retain their same seniority date.

• If an employee within their probationary period goes on a temporary furlough, the time spent while on furlough will not count towards the contractual probationary period or extension, if applicable.

• If a full-time employee is on temporary furlough during a segment of time that includes a holiday as defined in Article 5(A) (Service and Maintenance at UMMC Riverside, Southdale, Bethesda, St. Johns), Article 13(B) (Service, Clerical and Business Office Clerical at Lakes), Article 20 (LPN at Bethesda, St. Johns and St. Joes) of the parties’ collective bargaining agreement(s), the employee shall not be paid for the holiday. If the Employer determines to reduce the number of employees or make a permanent reduction in hours, the relevant lay-off and/or reduction in hours language in the applicable collective bargaining agreement shall apply to such situation(s).

5. To the extent that there is an inconsistency or conflict between the terms of the collective bargaining agreement(s) and the effectuation of the process set forth in this Agreement, this Agreement shall control and prevail as it relates to effectively implementing and administering the temporary furloughs contemplated by this Agreement.

6. For staff working at the Bethesda Covid Specialty Care Center, the following will be provided:

• **Email to Bethesda Staff:**
  The Hospital is agreeable to sending a clarifying e-mail to correct the confusion by staff that employees can “relocate” or “float” to other hospitals. Within that communication, we are agreeable to communicating how to apply for other jobs within the system and assisting employees where possible to ensure employees are able to take advantages of other opportunities for which they are qualified for if they choose to do so. We are also agreeable to including a section that will explain how employees can reach absence management to request an accommodation if medically supported/necessary.

• **Hotel Accommodations:**
  The offering of a hotel accommodation for all employees working at the Bethesda
Covid Specialty Care Center is available.

- **Hospital Issued Scrubs:**  
The Hospital will provide scrubs to all employees working within the Bethesda Covid Specialty Care Center. Scrubs can be left in the designated area for laundering at the conclusion of the employee’s shift. A fresh set of scrubs can be picked up on the employee’s following shift. Employees can consult their leader for the location of the scrubs.

- **Lockers:**  
Lockers are available for storing of personal items.

7. As part and parcel of what the Employer is planning, SEIU Healthcare Minnesota shall withdraw with prejudice the unfair labor practice charges that it filed in the following NLRB cases:

- 18-CA-258463
- 18-CA-258538
- 18-CA-258550
- 18-CA-258552
- 18-CA-258573
- 18-CA-258574

In addition, SEIU Healthcare Minnesota confirms that it shall not file any additional unfair labor practice charges against any of the respective facilities regarding incidents or events that occurred on or before today’s date that in any way relate to COVID-19 or the Employer’s preparations for and response to COVID-19.

Further, SEIU Healthcare Minnesota shall withdraw each of the following grievances with prejudice, and shall not pursue any of these to arbitration.

- Fairview Southdale All Affected Surgery Department Grievance (Scheduling, Seniority, and Work Transfers) – dated and submitted 03/31/2020.
- St John’s All Affected: Unilateral Change-dated and submitted 4/20/20

Duration of agreement: March 23, 2020-June 28, 2020. This Agreement may thereafter be extended by mutual agreement of the Employer and the Union.

Fairview/HealthEast:  

SEIU Healthcare Minnesota:

Signature  Date:  

Signature  Date: