

Memorandum of Understanding
between
SEIU Healthcare Michigan (“Union”) and EMPLOYER NAME (“Employer”)
Regarding COVID-19 (Nova 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. Nursing home 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 clients, families, staff and the community.
- B) Nursing Home workers are on the front lines in the delivery of essential health services to clients in need.
- C) The decisions of the parties should be guided by the Centers for Disease Control and other public health agencies.
- D) The parties wish to work together to take reasonable steps to protect 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 by the Employer for potential risk of exposure 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 be treated as time worked for all purposes related to seniority and benefits. The Employer may require a doctor's clearance to be reinstated.
- 3. Testing and treatment costs for employees potentially exposed will be paid by the Employer.
- 4. It is understood that if employees are eligible for workers' compensation or disability, then the paid administrative leave shall supplement the workers compensation or disability payments up to full pay.
- 5. Communication to employees of potential risk by clients or other employees is required when known by the Employer.
- 6. Notification of updates that come from the Centers for Disease Control (“CDC”), Department of Health and Department of Social and Health Services (“DSHS”) or any other local, state or federal agency will be provided to employees promptly, preferably with acknowledgement receipts.
- 7. 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.
- 8. Absences resulting from potential risk of exposure to COVID-19 shall not result in any disciplinary action or other adverse consequences.
- 9. 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.
- 10. The Employer will provide to the Union the number of bargaining unit employees who have been exposed as well as the number placed on paid leave on a daily based (as applicable).
- 11. The parties will comply with all rules, regulations and recommendations by local, state and federal agencies.

Signed by the Employer:

Signed by the Union:

Date:

Date: