

EVERGREENHEALTH
and
SERVICE EMPLOYEES INTERNATIONAL UNION

MEMORANDUM OF UNDERSTANDING
COVID-19 PANDEMIC

PRINCIPLES:

- A. The parties share a mutual interest in ensuring the health and safety of patients, families, staff and the community.
- B. Healthcare workers are on the front lines in the delivery of essential health services to patients during a state of emergency.
- C. The decisions of all parties should be informed by the Centers for Disease Control and Prevention (CDC), the World Health Organization (WHO), Seattle/King County Public Health, the Washington State Department of Health (DOH), and other public health agencies.
- D. The parties wish to work together to take reasonable steps to protect patients, families and staff from unnecessary exposure to COVID-19.
- E. The parties share a mutual interest in ensuring the financial viability of the organization.

It is mutually agreed that due to COVID-19, the following temporary modifications must be made to the working conditions of employees, some of which may conflict with the collective bargaining agreements.

AGREEMENT:

I. EMPLOYEE HEALTH & WELL-BEING

- 1. An employee who tests positive for COVID-19 will receive quarantine pay for time missed from work due to illness. Quarantine pay will not deduct from the employee's Paid Time Off (PTO) or Extended Illness Bank (EIB). The employee may also apply for Workers' Compensation. Questions related to quarantine pay and Workers' Compensation should be directed to Human Resources. The Employer reserves the right to discontinue quarantine pay with one month's notice to SEIU. Employees who have tested positive for COVID-19 since May 1, 2020, and have used PTO/EIB hours for time missed from work due to illness, must notify Human Resources in order to have those hours refunded to their PTO/EIB accrual banks without any loss in pay.
- 2. During the quarantine period, the employee is required to participate in the Employer's monitoring process. If criteria is met to return the employee to work, in accordance with applicable CDC, WHO and/or Employer guidelines, and the employee nonetheless refuses to return to work, the rights set forth in the preceding paragraph will no longer apply as of the date of the employee's refusal.

3. The Employer will comply with Governor Jay Inslee’s Proclamation #20-46 “High Risk Employees – Workers’ Rights,” which was effective April 13, 2020. The proclamation defines the rights for “high-risk employees” related to alternative work assignments, use of available employer-granted accrued leave or unemployment insurance in any sequence at the discretion of the employee, maintenance of employer-related health insurance benefits and protection from adverse employment action. The proclamation will remain in place until the end of the State of Emergency, unless changed by Governor Inslee. It is understood that the Employer’s obligations in this paragraph shall end when the proclamation ends, even if this MOU is still in place at that time.
4. If an employee misses work because the school or place of care of the employee’s child is temporarily closed by a public official because of COVID-19, the employee may use the accrued Washington Paid Sick Leave (WPSL) portion of the employee’s Paid Time Off (PTO) or Extended Illness Bank (EIB). The employee or department must enter a calendar using Sick-PTO (which will use PTO/EIB hours) for as many hours as the employee has accrued “WPSL Hrs Tracking” and enter a note in LaborWorkx that the absence is due to a school/daycare closure. Once the employee has used the WPSL portion of PTO/EIB hours, the calendars for the remainder of the missed time must be entered as Vac-PTO (which will use PTO hours).
5. If an employee experiences COVID-related symptoms, the employee should contact the EvergreenHealth Healthline to be screened for possible testing.
6. Nothing in this agreement is intended to prevent employee from accessing other governmental benefits for which they may qualify, including but not limited to, unemployment compensation insurance, Federal Family Medical and Leave Act (FMLA) leave, Washington State Paid Family and Medical Leave (PFML), or Workers’ Compensation.
7. Upon request from the Union, the Employer will provide the number of its represented employees who have received quarantine pay.

II. DURATION

This agreement will extend until the Employer’s current disaster event is deactivated.

DATED this 2nd day of September, 2020.

SEIU HEALTHCARE 1199NW

By: _____

By:  _____

Jane Hopkins, Executive Vice President

Date: _____

Date: 9/2/2020 _____