

**LETTER OF UNDERSTANDING
BETWEEN
ESSENTIA HEALTH
AND
UFCW**

Applicable Bargaining Units: MDMC

Subject Matter: COVID-19 Special Administrative Leave (SAL)

Due to the postponement of and/or change in the delivery of patient services related to the Coronavirus pandemic, Essentia Health is experiencing significant reduction in patient volumes. This change in volumes has impacted the staffing needs of many departments. As a temporary measure and as a means to allow the Employer to further evaluate the ongoing staffing needs of impacted departments, the parties agree the Employer may assign impacted employees in any of the above-named bargaining units to a COVID-19 Special Administrative Leave (SAL), rather than assigning low need.

The Employer will make a reasonable effort to allow employees to volunteer for the COVID-19 SAL, starting with the most senior employee in the effected job classification within an impacted department, provided that there remains less senior employees within the same respective bargaining unit and classification with the appropriate skill and competency to perform the work. Certain exceptions may be made based on FTE needs, exceptions will be reviewed with the Union. Once the opportunity to offer SAL on a voluntary basis has been made, the employer may, in its sole discretion and at any time, choose to no longer grant SAL on a voluntary basis and assign SAL pursuant to this LOU.

The process for assigning the COVID-19 SAL will follow the seniority provisions found in the collective bargaining agreements (CBAs) for each of the identified bargaining units covered under this LOU, whereby the least senior employees in the effected job classifications within an impacted department will be assigned the COVID-19 SAL. There may be exceptions to this process related to the retention of employees who have specific duties and skill sets determined necessary by the Employer.

COVID-19 SAL is defined as a temporary leave of absence, for the period of April 1 – May 31, 2020. The effected employees will retain their seniority. Active rates for Health, Dental, Basic Life, Voluntary Life, Long-Term, and Short-Term Disability insurances will remain intact. Employees will continue to be responsible for the employee share of any premium cost. Employees may use PTO or Vacation or take the leave unpaid. Essentia Health will make contributions to the Employee's retirement plan on eligible compensation that an employee

receives during this leave. If the Employer is reimbursed for employee wages or benefits through the 2020 Federal Stimulus Bill or state grants, the parties shall meet and negotiate over the effects.

Employees may be called back to work and will be available to return within 24 hours of the recall. Exceptions to this expectation may be allowed by the Employer. If an employee believes that the 24-hour recall may impose a hardship because of an existing conflict, the employee will disclose that conflict at the time he or she is placed on a COVID-19 SAL and the Employer may grant an exception at that time. Departments that have more than one employee out on SAL, will begin the recall starting with the most senior employee. A senior employee may decline the recall provided there is a less senior employee available in the same classification with the appropriate skill and competency to fill the recall need. If an employee is recalled to a position with higher pay rate or premiums they will receive the higher rates. It is understood that if the employee who is finally selected for recall, may not refuse recall. An employee recalled from the COVID-19 SAL prior to May 31, shall not be reassigned to the COVID-19 SAL within the period of April 1 – May 31, except by mutual agreement between the parties.

The Employer agrees that not later than forty-five (45) days after the current Pandemic emergency subsides to the point where non-COVID patient volumes are increasing and the Employer is permitted to resume all currently prohibited procedures, the parties will meet to discuss the process for returning to pre-Pandemic staffing and work assignments within the UFCW bargaining unit.

The COVID-19 SAL does not count toward any existing low need day caps that may be found in collective bargaining agreements (CBAs) covering the above referenced bargaining units.

This LOU expires on May 31, 2020 and may be extended by mutual agreement between the Employer and the Union. The parties agree to meet within the fourteen (14) day window prior to the expiration of the LOU, if the LOU is to be extended. The Employer will follow the Low Need-Layoff-Recall provisions found in the CBAs for the bargaining units covered by this LOU if the LOU is not extended and layoffs are implemented.

The Employer will notify the Union when additional employees who are members of the above referenced bargaining units are selected to be placed on a COVID-19 SAL.

If the Union believes that there is a grievance with how this letter is applied the grievance will be expedited to the 3rd Step of the grievance process.

The parties enter into this agreement on a non-precedent setting basis.

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4/14/20

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Essentia Health