**Agreement By and Between
[EMPLOYER/HOSPITAL] And [UNION]**

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**DATED:** Insert Date Here

XXX “Employer” or “Hospital” and XXX “Union,” collectively “parties,” hereby agree to the following Agreement regarding COVID-19. This Agreement is not intended to otherwise modify the parties’ collective bargaining agreement, which is still in full force and effect.

1. **STATEMENT OF PURPOSE**

The Hospital agrees that the safety of patients and staff is of the utmost importance. This Agreement is intended to minimize disease transmission, and protect healthcare personnel (“HCP”). The Hospital and Union agree that response to the pandemic will require an extraordinary level of coordination and cooperation of all.

1. **COOPERATION AND COMMUNICATION**
	1. The Union shall appoint a representative to the Hospital COVID-19 preparedness and response team or committee.
	2. The Hospital will inform the Union of proposed changes in COVID-19 practice and protocol before implementation. The Hospital will conduct just-in-time training for these changes in staff health and safety protocols and practice.
	3. The parties will have twice weekly teleconferences to discuss operational changes related to emergency response. These conferences shall occur every \_\_\_\_\_ at \_\_\_\_\_\_\_ a.m. and shall last no longer than one hour, unless mutually agreed otherwise. The purpose of this meeting shall be for the Employer to give updates re COVID-19 response, for the Union to provide information about practice and labor concerns relating to COVID -19, and for the parties to solve problems relating to emergency issues.
2. **INFECTION CONTROL**
	1. **COHORTING AND MASKING OF PATIENTS**. The Employer agrees that COVID-19 patients will be cohorted (confined to an area of the facility designated for COVID-19 cases). Should the number of cases exceed the capacity for one unit (such as the Intensive Care Unit), the employer will designate specific areas of the hospital for overflow patients. Patients with suspected or confirmed COVID-19 will be masked if transported to other areas of the facility (such as radiology) as needed. The employer will offer procedures within the COVID-19 areas to avoid the risk of infection transmission to non-COVID-19 areas.

* 1. **COHORTING OF STAFF**. The Employer agrees to designate a cohort of staff to care for suspected and confirmed COVID-19 cases. Cohorted staff will have dedicated areas for donning and doffing personal protective equipment (PPE). This will serve to reduce demand for PPE and reduce the spread of infection among staff.
	2. **CLEANING**. Environmental services personnel will not be required to enter isolation rooms while patients with suspected or confirmed COVID-19 are present. EVS staff will not enter isolation rooms for at least 30 minutes or after 6-12 air exchanges have been made after the patient has vacated the room. EVS staff will be provided the same PPE that nursing staff are provided. So that disinfectants will adequately destroy the virus, EVS staff will be afforded sufficient time for terminal cleaning of rooms.
1. **CONVENTIONAL MEASURES PREFFERED** The Employer agrees that it will maintain conventional infection control measures in the provision of patient care without any change in daily contemporary practices.
2. **CRISIS MEASURES AS A LAST RESORT** When there is a surge in demand for PPE, the employer may diverge from conventional measures and adopt **CRISIS MEASURES** only if there is no alternative and only after the Employer has undertaken all of the following measures to meet the need for conventional use of PPE: [[1]](#footnote-1)
	1. The Employer has developed a plan to optimize PPE supplies; and
	2. The Employer has sought additional supplies from federal, state and local public health partners (including respirators not typically used in healthcare but certified by the National Institute for Occupational Safety and Health (NIOSH), such as N99, N100, P95, P99, P100, R95, R99, R100, elastomeric respirators and powered air-purifying respirators (PAPRs); and
	3. The Employer has assessed its PPE inventory and supply chain utilizing the Centers for Disease Control and Prevention’s [burn rate calculator](https://www.cdc.gov/coronavirus/2019-ncov/downloads/PPE-Burn-Rate-Calculator-03152020v12.xlsx) (<https://www.cdc.gov/coronavirus/2019-ncov/hcp/ppe-strategy/burn-calculator.html>). The burn rate calculator must show a critical shortage of supplies of less than two weeks; and
	4. The Employer has adopted a reuse and decontamination protocol of disposable respirators using a method approved by the Food and Drug Administration or recommended by NIOSH; and
	5. The Employer has Implemented engineering and administrative control measures informed by CDC and NIOSH guidance, including all of the following:
3. Screening and triaging of all new patients
4. Masking and isolation of all patients with lower respiratory distress or fever, including patients seeking care for issues other than COVID-19 infection
5. Testing priority given to patients seeking care for issues other than COVID-19 who are suspected of having COVID-19
6. Maintenance of negative air pressure rooms to ensure 6 -12 air exchanges per hour
7. Exclude HCP not essential for patient care from entering patient care area
8. Reduced face-to-face HCP encounters with patients
9. Maximized use of telemedicine
10. Cancelled elective and non-urgent procedures and appointments for which a facemask is typically used
	1. Provided evidence of these and additional efforts adopted by the Hospital to the Union.
11. **CRISIS MEASURE**S During crisis capacity, the following practices may be implemented temporarily due to shortages and must be discontinued as soon as possible. Such practices may not have any significant impact on the care delivered to the patient or the safety of healthcare personnel and are limited to the following:
	1. **Beyond the manufacturer-designated shelf life**—Personal protective equipment and respiratory equipment may be utilized if it is beyond its designated shelf life.
	2. **Extended use of N95 respirators**—“Extended use” refers to the practice of wearing the same N95 respirator for repeated close contact encounters with several different patients, without removing the respirator between patient encounters. Extended use is suited to situations wherein multiple cohorted patients have the same infectious disease, and whose care requires use of a respirator.
	3. **Limited reuse of N95 respirators**—“Reuse” refers to the practice of using the same N95 respirator by one HCP for multiple encounters with different patients but removing it (i.e., doffing) after each encounter. This practice is often referred to as “limited reuse” because restrictions are in place to limit the number of times the same respirator is reused. It is important to consult with the respirator manufacturer regarding the maximum number of donnings or uses it recommends for the N95 respirator model. If no manufacturer guidance is available, reuse is limited to no more than five uses. Masks shall be immediately replaced if they show degradation. N95 and other disposable respirators will not be shared by multiple HCP.
12. **USE OF PERSONALLY PROVIDED PPE**

The parties agree that HCP must be able to exercise professional judgment in order to protect themselves and their patients. As such, the parties agree that HCP will be permitted to supply PPE for their own personal use when Employer-provided PPE is inaccessible. No employee shall face discipline for exercising their professional judgment to utilize personally provided PPE when employer-provided PPE is not readily available. The parties acknowledge and hereby indicate their agreement with the Joint Commission Statement on Use of Face Masks Brought from Home, and the Employer commits to adopt and enforce its own policy consistent with the Joint Commission’s recommendations during the current crisis.[[2]](#footnote-2)

1. **NOTICE OF EXPOSURE**

The Employer will notify HCP who have been exposed to COVID-19 with written notice within eight hours of known exposure, including treating a patient who was not confirmed but is later confirmed to have COVID-19. The written notice will include: the date of exposure, assessment of exposure risk, and Employer decision on whether to permit the nurse or healthcare worker to work or be placed on paid leave.

1. **MEDICAL CARE**

The Employer agrees to prioritize and offer free COVID-19 tests to all employees. The Employer agrees to waive the waiting period and to reimburse out-of-pocket costs (i.e., deductibles, copays, coinsurance) for employees who seek testing and/or treatment for COVID-19.

1. **WORK-RELATED PRESUMPTION** If employees test positive for COVID-19, the infection will be presumed to be work-related. Employee exposures to patients confirmed to have COVID-19 will be recorded in the facility incident log for employee safety and health.
2. **OSHA 300 LOG** COVID-19 employee infections and illnesses will be recorded on the OSHA log.
3. **ABSENCE FROM WORK**

The Employer will not use any absences from work due to illness for coronavirus or flu-like symptoms that present like coronavirus symptoms, for the period March 1, 2020, through at least June 30, 2020, or a date mutually determined, to support any occurrences, or disciplinary action.

1. **PAID LEAVE AND CHILD CARE**

The parties recognize that the response to COVID-19 requires granting leave to employees to prevent spread of the virus. Healthcare personnel shall be placed on fully paid administrative leave and will suffer no loss to existing accrued leave under the following circumstances:

* 1. The HCP who have tested positive for COVID-19 or are experiencing COVID-19 symptoms while seeking a medical diagnosis, until such time as the employee is medically cleared to return to work. Employees who test positive for COVID-19 may not return to work earlier than 14 days, even if asymptomatic as they are still a risk to others.
	2. The HCP who must self-quarantine because of presumed exposure
	to COVID-19.
	3. The HCP is directed by a medical provider to remain out of the workplace during the COVID-19 outbreak due to an underlying health condition (their own or that of a household member), provided that the employee is unable to work from home, and until such time as the employee is cleared to return to the workplace.
	4. The HCP is caring for a child whose school or day care has been closed due to COVID-19, until the child’s school or day care reopens or another child care option becomes available. The Employer will offer reimbursement in any amount no greater than $200/per day, for any HCP who can arrange alternate child care as a result of school closures. No additional proof of eligibility shall be required other than the member’s attestation. HCP who are unable to obtain child care shall be entitled to leave as provided herein.
	5. The HCP is caring for a family member who tested positive for COVID-19, until such time as the family member is medically cleared.
1. **SCRUB UNIFORMS**

The Employer will provide scrubs for all employees to wear at work and will provide employees a place to don and doff their uniforms so that they do not have to take their uniforms home. The Employer will be responsible for laundering the scrubs.

1. **EMPLOYER-PAID HOUSING**

The Employer will provide housing to employees who must quarantine or who test positive for COVID-19, at the request of the employee. Tax consequences to the HCP will be borne by the Employer.

1. **GRIEVANCE TIMELINE TOLLING**

For purposes of calculating “days” under the collective bargaining agreement or this Agreement for grievance filing and processing, a day shall not include the period of time during the state of emergency. However, for purposes of a grievance challenging discipline of a member, or in other contract interpretation matters, the Union may waive this clause by specifically referencing this agreement and waiver of this tolling provision in communication to the employer. Where the Union has waived the tolling period, the contractual grievance processing timelines shall control and commence from the day following notice of waiver.

1. **TELECONFERENCE ATTENDANCE FOR MEETINGS**

The parties agree that to ensure social distancing, for any meeting that a Union representative may attend, including disciplinary investigations, the Union and its witnesses may do so via teleconference.

1. **NON-EXCLUSIVE BENEFITS**

Nothing in this Agreement is intended to prevent HCP from accessing other benefits
for which they may qualify, including but not limited to unemployment compensation, paid family and medical leave, or workers’ compensation. The Employer will not
contest unemployment claims for any employee who suffers a loss of work as a
result of COVID-19.

FOR THE UNION:

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 Date

FOR THE EMPLOYER:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date

1. Crisis measures and crisis capacity strategies are not commensurate with U.S. standards of care according to the CDC and are only to be implemented as a last resort. [↑](#footnote-ref-1)
2. “The Joint Commission supports allowing staff to bring their own standard face masks or respirators to wear at work when their healthcare organizations cannot routinely provide access to protective equipment that is commensurate with the risk to which they are exposed.” <https://www.jointcommission.org/-/media/tjc/documents/resources/patient-safety-topics/infection-prevention-and-hai/covid19/public_statement_on_masks_from_home.pdf> (last accessed April 1, 2020). [↑](#footnote-ref-2)