**Between [UNION] And [EMPLOYER]**

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**RE:** Return to Work

1. Extension

This Extension Agreement is executed by and between the [Employer] [“Employer”] and the [Union] (“Union”) (jointly, “Parties”) with respect to the collective bargaining agreement between them effective [DATE] through [DATE] (“Agreement”). Except where amended by this Agreement, the Parties agree that the current Agreement shall continue in full force and effect through [DATE].

This Memorandum of Understanding shall remain in full force and effect until the expiration of the Agreement on [DATE OF CBA EXPIRATION WITH EXTENSION], unless otherwise noted herein.

1. **Maintenance** of **Benefits**

The Parties agree that there will be no reduction in coverage levels during the term of this Memorandum of Understanding. All employee health and welfare benefit programs provided under the Agreement, including employee premium contributions, deductibles, copays and coinsurance, will be maintained without change for the term of this Memorandum of Understanding. Health and welfare benefit programs covered by this section include medical, dental, vision, life insurance, short-term disability and long-term disability [MODIFY AS APPROPRIATE]. Nothing in this section shall be construed to prohibit the Employer from offering additional coverage that expands covered services or that reduces employee contributions, deductibles, copays and coinsurance.

1. Pension Contributions

The Employer agrees to pick up, and hold employees harmless, for any additional pension contributions triggered by a lower-than-projected rate of return to the investments of the retirement system during the 2020 plan year.

This section will expire on Dec. 31, 2021.

1. Health and Safety upon Returning to Work
2. Committee

The Parties agree to form a Health and Safety Committee for the sole purpose of developing, implementing, and communicating measures taken to ensure employees have adequate health and safety protections in place upon returning to work following the stay-at-home/shelter-in-place order. The committee will be comprised of three members designated by the Employer and three members designated by the Union.

The committee will make every effort to follow the evidence-based guidance issued by the National Institute for Occupational Safety and Health (NIOSH)in effectuating workplace policies (Interim Guidance for Businesses and Employers to Plan and Respond to Coronavirus Disease 2019 (COVID-19) [**bit.ly/2JFXL2f**](https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html?CDC_AA_refVal=https%3A%2F%2Fwww.cdc.gov%2Fcoronavirus%2F2019-ncov%2Fspecific-groups%2Fguidance-business-response.html)).

Additionally, the committee will be responsible for developing and executing a plan to communicate the policies and practices to employees prior to and upon returning to the physical work site.

Committee members will be relieved of their regular duties to participate in committee work if teleworking during a stay-at-home/shelter-in-place order.

1. Emergency Sick Leave

The Parties recognize the important role that social distancing plays in mitigating the transmission of infectious diseases. To ensure employees do not come to work and expose co-workers to the coronavirus causing COVID-19, upon the reopening of the workplace, the Employer agrees to grant emergency sick leave to employees if any of the following conditions are met:

* 1. The employee tested positive for COVID-19 or is experiencing COVID-19 symptoms while seeking a medical diagnosis, until such time as the employee is medically cleared to return to work.
  2. The employee has been 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 able to return to the workplace.
  3. The employee has been advised by an authorized medical provider to self-quarantine due to exposure or possible exposure to the coronavirus that causes COVID-19 until such time as the employee is medically cleared to return to work.
  4. The employee 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.
  5. The employee is caring for a family member who tested positive for COVID-19, until such time as the family member is medically cleared.

Employees will be granted the following accommodations for each instance in which they meet any of the aforementioned conditions. An affected employee will be released with no loss of pay for no longer than 14 days; this will not count against the employee’s existing leave bank. During that time, the employee is not permitted to report to the work site. Following the initial release period and as circumstances permit, the Employer may allow the employee to telework if circumstances permit. If an employee declines telework or if the Employer determines the employee is unable to work from home due to the nature of the work, the employee may use accrued leave without pay.

1. **Discipline and Discharge**

No employee may be terminated or refused reinstatement because of leave taken as a result of being diagnosed with COVID-19, needing to care for a family member who has been diagnosed with COVID-19 or being unable to work from home while there is a stay-at-home/shelter-in-place order in effect.

1. **Layoff, Recall and Transfer**

In the event of any reduction in force resulting from the COVID-19 pandemic, the Employer will meet with the Union to negotiate impact and the layoff, recall and transfer provisions of the current Agreement shall apply.