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

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**RE:** Essential Employees

**DATE:** Insert Date Here

This Memorandum of Understanding is by and between the [Employer] (“Employer”) and the [Union] (“Union”), the exclusive representative for [the bargaining unit]. The parties recognize the importance of ensuring the ongoing provision of essential public services during declared states of emergency and providing adequate protections for the employees who deliver those services to the public.

Effective immediately, the parties agree to the following terms and conditions regarding the treatment of essential employees during a declared state of emergency in response to the COVID-19 pandemic. As soon as practical after the reopening of offices and facilities, the parties agree to review this MOU with the intent to reach an agreement establishing a more permanent set of policies and procedures to the operational problems created by future public health emergencies.

1. **Definition**. “Essential employee” means any employee required by the Employer to work outside the home during a period in which other bargaining unit employees are paid but relieved from work—or allowed to work from home—due to the closure or partial closure of facilities in response to a declared state of emergency.
2. **Notice.**
	1. The Employer shall notify each employee regarding the “essential” status of their position no later than [Date] each year.
	2. The Employer shall provide the Union with a list of the names, job titles and contact information of every employee deemed “essential” no later than [Date] each year.
	3. At the Union’s request, the Employer agrees to meet with the Union to discuss how essential employee determinations were made.
	4. The Union and the Employer agree to jointly develop a document explaining essential employees’ rights and responsibilities that will be distributed to all essential employees as soon as possible and then annually thereafter.
3. **Reporting for Work.**
	1. Direct supervisors will contact essential employees within 24 hours following an emergency declaration or shelter-in-place order to inform these employees of their status and expectations for reporting to work.
	2. The Employer will provide essential employees with at least 48 hours advance notice prior to the start of their next shift unless the employee is placed on on-call status.
	3. During the duration of the emergency declaration, essential employees must be reachable at the primary phone number provided to the Employer.
	4. If an emergency declaration suspends or otherwise modifies contractual leave and time off, the Employer nevertheless agrees to not unreasonably deny employee requests for time off to ensure the safety and well-being of employees.
4. **Hazard Pay.** Essential employees required to work during a closure due to an emergency declaration shall receive “hazard pay” in the following manner to ensure adequate staffing during this public health emergency:
	1. Non-exempt essential employees (i.e., hourly) will be paid at double time for hours actually worked away from home during a closure.
	2. Exempt essential employees (i.e., salaried) will receive an amount equal to double their daily rate for each day worked during a closure. The daily rate is defined as an essential employee’s annual salary divided by 260.
	3. Non-exempt employees placed on on-call status while at home will be compensated at a rate of {$xx per hour}.
5. **Approved Leave.** The parties recognize the response to the COVID-19 pandemic calls for granting leave to essential employees to prevent the spread of the coronavirus. An essential employee will be granted a paid leave of absence under any of the following circumstances, provided that they will suffer no loss to existing accrued leave:
	1. The essential 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 essential 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 essential 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 essential employee is medically cleared to return to work.
	4. The essential 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 essential employee is caring for a family member who tested positive for COVID-19, until such time as the family member is medically cleared.
6. **Personal Protective Equipment.** The Employer agrees to make every reasonable effort to limit essential employees’ exposure to the coronavirus causing COVID-19 by providing personal protective equipment, including, but not limited to, latex gloves, goggles, masks, disinfectant, and hand sanitizer and soap as appropriate given the risks associated with each position. As appropriate, the parties agree to encourage essential employees to practice social distancing by remaining at least six feet from other individuals.
7. **Medical insurance.** The Employer agrees to waive the waiting period and to reimburse out-of-pocket costs (i.e., deductibles, copays, coinsurance) for essential employees who seek testing and/or treatment after coming into contact with someone carrying, or suspected to be carrying, the coronavirus causing COVID-19 while on duty.
8. **Application.** The application of this MOU is subject to the Grievance and Arbitration Procedure set forth in Article [X] of the [Employer] and [Union] collective bargaining agreement. However, the parties recognize that the timelines set forth in the collective bargaining agreement as they relate to this MOU will need to be modified by mutual agreement to provide additional flexibility.