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

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**RE:** Nonessential Employees

In response to the COVID-19 outbreak, [Name of Governor/Mayor] has called for strict observance of social distancing and has asked people to stay at home/shelter in place. Businesses have been directed to shut down except as needed to maintain continuity of “critical operations.” The following MOU sets forth guidelines, agreed to by the Union and the Employer, for nonessential employees who are **not** required to report to their physical workplace because of a stay-at-home/shelter-in-place order.

Except where amended by this agreement, the wages, benefits, and other terms and conditions of employment will continue to be governed by the applicable collective bargaining agreement.

**Definition of Nonessential Employees**

Nonessential employees are those individuals not required to report to their workplace due to a state or local stay-at-home/shelter-in-place order, or because their workplace is inaccessible for reasons related to the COVID-19 outbreak.

**Reporting for Work**

For the duration of this MOU, employees will work from home. Employees who telework will begin and end work on time and give their full time and attention to the performance of their job duties. However, managers will be permitted to work with their employees to adjust normal shift start and end times if work assignments permit.

If there is no order in place to guarantee that employees will be paid for the duration of any government closures, any employee who is unable to work from home will be permitted to utilize their paid leave. In the event that an employee does not have paid leave, the employer will work with the employee to ensure that they don’t suffer any loss in pay. No employee will be terminated or refused reinstatement due to an inability to report for work during the COVID-19 pandemic.

**Reimbursement for Expenses**

**T**he employer will provide reimbursement for costs associated with working from home. This may include, but is not limited to, a business line of internet service; an additional phone line; office supplies and equipment; or additional liability, homeowners or rental insurance as required by the employer.

**Leave**

As a result of the current COVID-19 outbreak, for the duration of this agreement, bargaining unit members will be granted excused, paid leaves of absence under the following circumstances:

* The employee has been diagnosed with COVID-19 or is experiencing COVID-19 symptoms while seeking a medical diagnosis.
* The employee is caring for a person medically diagnosed with COVID-19 who is unable to provide self-care and for whom another caregiver is not available, until such time as the employee is no longer caring for such an individual, the individual is able to provide self-care or another caregiver is available.
* The employee is unable to work from home while there is a stay-at-home/shelter-in-place order in effect.
* 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 is available.

Employees will be eligible for two weeks of emergency leave that is in addition to any paid sick leave accrued under the current collective bargaining agreement. Employees will not be required to use their accrued leave prior to using the emergency paid sick leave.

**Discipline**

No employee may be terminated or refused reinstatement if the leave is 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.

The employer will provide employees with policies on measures they should take to prevent data breaches while working remotely. Provided that the employee complies with the employer’s policies for protecting against data breaches, employees will be held harmless for any security breaches that occur during the time the employee is working remotely.

**Union Rights**

*Access*

In order for the Union to fulfill its duty to fairly represent all bargaining unit members, the Employer acknowledges that the Union may communicate with bargaining unit members using work email or messaging services. No employee will be disciplined for communicating with a union representative using their work email or phone. The Employer will provide union representatives with time to present information about the Union during any new employee orientation meetings conducted via teleconference or video conference.

*Employee Information*

Upon request by the union, the Employer will provide the union with electronic lists that include employee name, job title and classification, department, salary, home and work address, home and work telephone numbers, and work email addresses for all bargaining unit employees. The employer will provide this information for all new employees bi-weekly.

*Union representation*

Bargaining unit members maintain the right to have a union representative participate in meetings or discussions to resolve issues arising under the contract or this MOU, including any investigatory meetings that may lead to discipline. To facilitate this, the Employer will accommodate requests to have a union representative participate in any meetings or discussions by arranging for meetings by teleconference or videoconference. Upon request by the employee, the Employer will also carbon-copy union representatives on communications addressed to bargaining unit members.

**Protecting employee privacy**

The Employer will notify employees if it is reviewing or storing information about employee online activity while the employee is working from home. The Employer will implement safeguards to protect employees’ personal information, which might be exposed during the time the employee is using certain online messaging or conferencing applications. The Employer will provide employees with information about what precautions they should take to protect their personal information while conducting work on a home computer, tablet or mobile phone device.

**Duration**

This MOU will be in effect for the duration of any state or local shelter-in-place order or as long as an employee’s work site is closed as a result of the COVID-19 pandemic. The parties agree that the MOU can be re-evaluated and/or modified by mutual agreement.