

Memorandum of Understanding between

SEIU Local 503 (“Union”) and Addus HomeCare (“Employer”)

Regarding COVID-19 (Nova Coronavirus)

The parties enter into the following agreement in response to ongoing health concerns presented by the COVID-19 virus.

RECITALS

- A) The parties share a mutual interest in protecting the health and safety of clients, families, staff and the community.
- B) Home care workers are on the front lines in the delivery of essential health services to clients in need.
- C) The decisions of the parties should be guided by the Centers for Disease Control and other public health agencies.

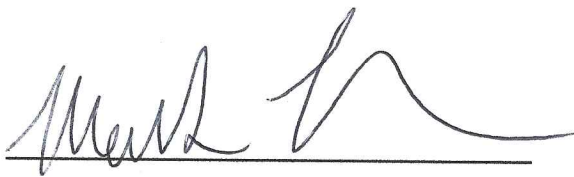
AGREEMENT

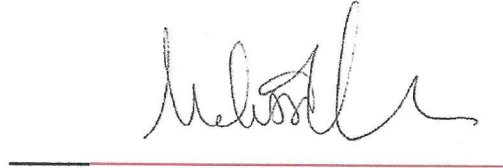
1. The parties will communicate updated policies within each organization as they are developed and distributed, with guidance from local, state and federal agencies.
2. The employer will not use any absences from work due to illness for coronavirus, for the period March 1, 2020 through the term of the state of emergency , to support any disciplinary action, nor any Letter of Expectation. Absence due to coronavirus during this period shall not reduce FMLA/OFLA leave entitlements. Absences must continue to be reported to the Supervisor in compliance with current policy and practice.
- 3.
4. If an employee is sent home by the Employer for potential risk of exposure to COVID-19 while on the job, employees will be advised to open a workers’ compensation claim (as applicable) if they are determined by a medical professional to have contracted COVID-19 in the course and scope of their duties for the Employer. The Employer may require a doctor’s clearance to be reinstated.
5. The Employer will place employees on “standby” (as defined by Employment Department rules) if they have been exposed or potentially exposed to COVID-19 on the job.
6. If an employee reports to the Employer that they have been potentially exposed outside of the worksite, it is understood that employees will be able to use accrued and earned paid time off (PTO) including sick leave and may be eligible for Unemployment Benefits. Employees will be placed on “standby” by the Employer.
7. Employees who are able to work, but whose client has been hospitalized or otherwise unable to receive services may use any available PTO (including sick leave) or file for unemployment until they can be reassigned.

8. The Employer will endeavor to communicate to employees potential COVID-19 risks posed by clients or other employees when such risks are known or reasonably suspected by the Employer.
9. Employees will communicate to the Employer their potential risk of COVID-19 exposure if it is known or reasonably suspected by the employee, without any negative repercussions to their employment or benefits and will be directed to the Department of Employment to make a claim.
10. Subject to State regulations and applicable payer agreement requirements, the Employer will authorize flexibility with care plans so that services provided outside the home, like IADLs, can be performed without the client present, to mitigate exposure risk.
11. If employees have traveled to an affected area, and have been ordered to self-quarantine, or are unable to work due to child care responsibilities, the employer agrees to place the employee on "standby" in accordance with the then-current guidance from the Employment Department until such time the employee has been cleared for duty, at which time the employee shall be rehired to their previous provision, with no loss of seniority or other benefits.
12. Personal Protective Equipment will be provided by the Employer at an employee's request, as determined by Employer consistent with guidelines by the Centers for Disease Control and the Centers for Medicare and Medicaid Services, and to the extent that they are available. Employees may be advised at any time of updated policies, procedures, and recommendations and may be asked to sign an acknowledgement of such materials.
13. The Employer will provide to the Union the number of employees who have been placed on leave on a daily basis (as applicable).

Signed by the Employer:

Signed by the Union:





Date:

Date:

4/10/20
