

**Memorandum of Agreement between
SEIU, Local 503 and Prestige Care
Regarding Coronavirus Impacts**

The parties, the Service Employee International Union, Local 503 (SEIU) and Prestige Care (Prestige) enter into the following understanding in response to ongoing health concerns presented by the novel corona virus pandemic outbreak, the COVID-19 illness and the potential risks incurred by represented Healthcare workers of exposure to infectious disease.

RECITALS

- A) The parties share a mutual interest in assuring the health and safety of residents, families, staff and the community.
- B) Healthcare 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 public health policy, evidence-based healthcare practices and the recommendations of State and Federal public health agencies, including the Centers for Disease Control.

SEIU and Prestige further agree that:

- 1. The parties will communicate updated COVID-19 related policies within each organization as policies are developed and distributed to Union Members as applicable.
- 2. Employee's who believe they have been exposed to COVID-19 while at work will be eligible to initiate a workers' compensation claim, as well as utilize other applicable forms of protected leave for which the employee may qualify, such as benefits from the Employment Department and/or Family Medical Leave. The Employer will help the employee initiate the workers' compensation claim, and upon the claim being accepted, will pay them their regular hourly rate for hours lost during the 3-day waiting period until benefits begin.
- 3. Paid Time Off for a positive COVID-19 diagnosis will be administered from the following sources in the following order.
 - a) Prestige has created a company pool of PTO that will be available to assist for absences due to a positive COVID-19 case. The company wide PTO pool is available after state and federal programs have been exhausted. Companywide PTO is limited to 40 hours for Full Time Employees and 20 Hours for Part Time Employees.
 - b) Team Members will use their accrued PTO
 - c) If an employee exhausts their accrued PTO and company pool PTO during the period of this Agreement, the employee will be able to access future PTO hours for COVID absences including absences for employees who test positive for COVID-19; are quarantined for symptoms of or exposure to COVID-19; or to provide care for immediate family member (parents, siblings, spouse, domestic partner, children, or corresponding step or in-law) that test positive or is quarantined for COVID-19 as directed by a medical provider. Part-time

**Memorandum of Agreement between
SEIU, Local 503 and Prestige Care
Regarding Coronavirus Impacts**

employees will be able to use up to 20 hours of future PTO accrual. Full-time employees will be able to use up to 40 hours of future PTO. Use of future accruals will be accounted for as a negative PTO balance and will be 'repaid' as the employee continues to accrue standard PTO in the future.

- d) Company pool will retro back to April 1st, 2020 and team members that would be eligible to use the company pool from April 1st to the signing of this agreement can request compensation through the company pool.
4. If an employee is directed to self-quarantine by a medical professional due to potential or real exposure to COVID-19, Prestige agrees that the employee will be eligible to utilize applicable forms of protected leave for which the employee may qualify, including Workers Compensation benefits, benefits from the Employment Security Department and/or Family Medical Leave with no loss of seniority of benefits.
 5. If an employee is high risk and has documentation from a health care provider that it is unsafe for them to work in a long term care facility during this crisis, or a facility with a positive test, Prestige agrees that the employee will be eligible to utilize applicable forms of protected leave for which including unemployment benefits, and/or Family Medical Leave with no loss of seniority or benefits
 6. When a SNF's resident is confirmed to have COVID-19, the employer will notify the Union and will follow CDC guidance regarding notification of staff
 7. If Prestige requires an employee to submit to testing for an infectious disease, the costs for such testing will be paid by Prestige.
 8. Employees are expected to provide notice to Prestige management if the employees believe they have potentially been exposed to the virus, without any negative repercussions to their employment or benefits.
 9. When an employee reports an absence related to COVID-19, the employer will advise employees of possible job protections they may qualify for including state leave laws, federal leave laws, and CBA provisions. Should an employee not qualify for job protection, the employer will consider the COVID-19 related absence as a mitigating factor when deciding discipline.
 10. When an employee cannot access available childcare options during scheduled work time, the employee will discuss the childcare concern with the Employer's designee. The designee will provide the employee with information on potential childcare resources.
 11. Person Protective Equipment (PPE) will be provided by Prestige, based upon the availability of supplies, the needs of the organization, conditions of the patients and residents, and the specific work to be completed by an employee. PPE uses will be in accordance with state and federal

**Memorandum of Agreement between
SEIU, Local 503 and Prestige Care
Regarding Coronavirus Impacts**

agency guidelines including recommendation from the Centers for Disease Control whenever possible.

12. In a facility that has a confirmed resident case of COVID, starting on the first day of the work week of the positive test, employees will receive an additional \$3.00 per hour.

The Employer may unilaterally implement additional further temporary increases or bonuses by informing the Union in writing within twenty-four (24) hours of the effective date/time. All such additional further temporary increases or bonuses will be implemented consistent with the below CBA language that has been amended during the crises.

This MOA will expire on June 30, 2020, subject to the parties agreeing to an extension, based on recommendations or information from County, State, or Federal health authorities.

Signed by the Employer:



Date:

5-6-20

Signed by the Union:

Melissa Unger

Date:

5/6/20