

Memorandum of Understanding Regarding COVID-19 Pandemic

This Memorandum of Understanding (“MOU”) is entered into between Mercy Hospital (“MHB”), Kenmore Mercy Hospital (“KMH”), Sisters of Charity Hospital, St. Joseph Campus (“SJC”), Mount St. Mary’s Hospital (“MSM”), hereinafter referred to as “the Employers”, and the Communications Workers of America, AFL-CIO (“CWA”), Service Employees International Union/1199 United Healthcare Workers East (“SEIU”), United Food and Commercial Workers (“UFCW”) and (“IUOE”), hereinafter “the Unions”, collectively with the Employers referred to as “the Parties”.

WHEREAS, the Unions and the Employers are parties to various collective bargaining agreements (“the CBAs”), and

WHEREAS, the terms of the CBAs contain agreed upon timeframes for filing/processing grievances and for giving the Unions notice of various operational changes, and

WHEREAS, the Parties have acknowledged that the County, State and Nation have declared a State of Emergency due to the COVID-19 pandemic, and

WHEREAS, the Unions and the Employers need to focus all efforts and resources on providing a safe work environment for our members/associates and for the care and treatment of patients during this unprecedented situation, and

WHEREAS, it is understood by the Parties that there is uncertainty for how long the arrangements made in this MOU will need to be in place. The Parties commit to remain in contact, have an open line of communication during this unprecedented circumstance and agree that this MOU will be revisited every thirty (30) days until the New York State, State of Emergency is ended. The Parties further commit that any changes in wages, hours and work conditions will be negotiated with the Unions. The Employers reserve the right to terminate this agreement upon written notice to the Unions.

NOW THEREFORE, the Unions and Employers hereby agree as follows:

A. General Principles:

1. The Parties are committed to comply with the existing provisions of the CBAs other than as outlined below or as otherwise agreed to by the Parties. The Parties acknowledge that additional changes in terms and conditions of employment may be required in order to meet staffing/operational needs during the State of Emergency. The Employers agree to negotiate any such changes with the Unions. The Parties agree that they will not unreasonably deny or delay agreement on any such changes.
2. All pending grievances will be held in abeyance without prejudice to any party.
3. Contractual time limits for any new grievance will be temporarily waived, with the understanding that the Parties will continue to meet by phone on a regular basis to discuss

any time sensitive matters including, but not limited to, suspension or discharge from employment and any urgent scheduling issues.

4. The Attendance and Tardiness procedure will be temporarily suspended consistent with the intent and commitments made in this MOU. Specific instances of excessive Attendance and Tardiness violations will be addressed with the respective Union consistent with the process in paragraph A (3) above.
5. Normally scheduled meetings (committee meetings, etc.) will be temporarily postponed. Grievance meetings shall be held over the phone until no longer practicable. The Parties agree that specific urgent issues or concerns may be scheduled to be heard on a mutually agreeable arrangement as outlined in paragraph A (3) above.

B. Staffing Issues:

1. The Unions acknowledge that due to the severity and uncertainty of the COVID-19 pandemic, flexibility is needed in the scheduling, assignment, and floating of staff within each site. This may include, but not be limited to, temporarily eliminating sister units and closed units (other than closed COVID-19 units), associates/members performing duties outside of their normal job descriptions, rotation of staff and shifts, and hours and days of work, to accommodate patient care needs. The Employers commit to having a daily call to address any concerns in the manner in which this language is implemented and utilized.
2. The Unions also acknowledge that due to the severity of the situation, there may be a need to move associates/members between different Employers within Catholic Health. Mandation to rotate sites will only be used as a last resort when all processes spelled out in paragraphs 3-5 have been exhausted. In order to assist in staffing and problem-solving in real time, Catholic Health agrees that a CWA 1133 member (designated by the Union) will work in the Staffing Command Center seven (7) days per week.
3. Catholic Health elicited volunteers to work on the COVID-19 Team at the designated COVID-19 treatment facility located at SJC. In addition, it has surveyed all other associates to determine whether they were willing to work at alternate Employers, if needed.
 - a. The skills, ability and qualifications of the volunteers have been assessed and will be used in the assignment of these employees.
 - b. The list of volunteers will be separated by job titles and listed in seniority order.
4. Catholic Health has hired and continues to hire additional staff to build a System COVID-19 Float Pool to be used to supplement the Employers' normal staff, as staffing needs require. These individuals will be assigned and redeployed as needed throughout the System.
5. When the need for additional staffing at SJC arises, the staff will first be assigned from the System COVID Float Pool and then the volunteer list. If the staffing needs cannot be met

by exhausting these two categories of associates, other associates will be assigned and expected to work.

6. When there is a need to redeploy associates between Employers, other than as described in paragraph 4 above, staff will first be assigned from the System COVID-19 Float Pool and then from the list of individuals who indicated they were willing to work at other Hospitals. If the staffing needs cannot be met by exhausting these two categories of associates, other associates will be assigned and expected to work.
7. The Unions acknowledge that agreement to paragraphs 3 – 6 above indicates agreement to allowing non-bargaining unit personnel performing bargaining unit work during this State of Emergency.

C. Pay Issues:

1. Associates who are redeployed to work for an Employer other than their own will continue to be paid their regular rate of pay, including any applicable differentials and overtime under the applicable collective bargaining agreement.
2. **Hazard Pay** in the amount of \$10 per hour differential will take effect on Thursday, March 26, 2020:

- a. Eligibility:

- (i.) Associates in all job titles assigned to the Emergency Department, the ED portion of the MACC, MCCC, ICU, CVICU, Closed COVID-19 or PUI Unit for the duration of their shift, will be eligible.

- (ii.) Associates who spend less than half of their shift in any of the units listed in 2(a)(i) shall receive hazard pay for half of their shift.

- (iii.) Associates who spend at least half of their shift in any of the units listed in section 2 (a)(i) shall receive hazard pay for their full shift.

- (iv.) As the care for COVID-19 patients is assigned to additionally designated COVID and/or PUI units employees in all job titles assigned to those Units will be eligible.

- (v.) Associates in the Cardiac Sonographer, Respiratory Therapist, and CT Technologist job titles shall receive hazard pay for their entire shift on any shift during which they provide care for at least one COVID-19 patient or PUI.

- b. **SJC COVID Team** will receive hazard pay as follows:

- (i.) Med/surg RNs will receive \$13 per hour
 - (ii.) Critical care RNs will receive \$15 per hour

(iii.) All other job titles will receive \$12 per hour

3. **Extra shifts** – all associates who pick up and work extra hours or shifts above their budgeted FTE will receive \$10 per hour for each hour above budgeted FTE. In the event an associate works a shift where both premiums would apply, the associate will receive the highest applicable premium but not both.
4. Associates who work their budgeted FTE at a different Employer (Excluding employees working in units as designated in C 2 above) – will receive their regular rate of pay plus any travel pay above and beyond their normal commute.
5. Associates who are mandated to work overtime will be paid at the rates outlined in the applicable collective bargaining agreement.

D. Pay During Periods of Quarantine/Isolation Orders or Illness due to COVID 19

1. Each Associate who is subject to a mandatory or precautionary order of quarantine or isolation issued by the State of NY, the department of health, local board of health, or any governmental entity duly authorized to issue such order due to COVID-19, shall be provided up to fourteen days of paid leave during any mandatory or precautionary order of quarantine or isolation. This paid sick leave will not be deducted from an employee's Paid Time Off (PTO) or Extended Sick Leave Bank (ESL).

Associates should provide copies of order documents to the attention of the IDM department. IDM will then start the leave and pay process for the quarantine/isolation period.

2. Associate reports to work and through screening process is sent home, employee is directed to the Associate Health COVID 19 Call Center for further instruction based on their circumstance. Associate will be directed to monitor their symptoms and to contact their medical provider.
 - Instructed to Self-Monitor:
 - 1. Taking your temperature twice (2x) daily
 - 2. Noting any change in your respiratory symptoms (new cough, shortness of breath, or sore throat)

Pay would be dependent upon disability and/or quarantine situation.

In general, HCW's will be considered for return to work when the following criteria are met:

- At least 3 days (72 hours) have passed *since recovery* defined as resolution of fever without the use of fever-reducing medications
- **and** improvement in respiratory symptoms (e.g., cough, shortness of breath)

3. Associate calls in with symptoms of illness, directed to the Associate Health COVID 19 Call Center for further instruction.

In general, HCW's will be considered for return to work when the following criteria are met:

If not tested for COVID 19:

- Instructed to Self-Monitor:
 - 1. Taking your temperature twice (2x) daily
 - 2. Noting any change in your respiratory symptoms (new cough, shortness of breath, or sore throat)
- At least 3 days (72 hours) have passed *since recovery* defined as resolution of fever without the use of fever-reducing medications **and** improvement in respiratory symptoms (e.g., cough, shortness of breath)
- **and** at least 7 days have passed since initial presentation*
- Associate is directed to consult with their medical provider and apply for DBL for illness if not resolved w/in in 3 days
- Must be cleared by Associate Health if out longer than 7 day period
- Eligible for NYS DBL and ESL with approved period of illness

If tested and negative for COVID 19 can RTW when:

- Do not RTW until test results are known
- At least 3 days (72 hours) have passed *since recovery* defined as resolution of fever without the use of fever-reducing medications **and** improvement in respiratory symptoms (e.g., cough, shortness of breath)
- Associate is directed to follow provider treatment recommendations and apply for DBL benefits
- Must be cleared by Associate Health if out longer than 7 day period
- Eligible for NYS DBL and ESL with approved period of illness

If tested and positive for COVID 19 can RTW when:

- At least 3 days (72 hours) have passed *since recovery* defined as resolution of fever without the use of fever-reducing medications
- **and** improvement in respiratory symptoms (e.g., cough, shortness of breath);
- **and** at least 7 days have passed since initial presentation.
- Must be cleared by Associate Health
- HCW's who are recovering from COVID 19, according to the above conditions, must wear a facemask for 14 days following onset of illness
- Eligible for NYS DBL and ESL with approved period of illness

*This language will apply until Associate testing is widely available.