

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**SEIU HEALTHCARE ILLINOIS/INDIANA AND**  
**ILLINOIS ASSOCIATION OF HEALTH CARE FACILITIES**

(Version 4)

In negotiations for a successor agreement by and between the Illinois Association of Health Care Facilities (“IAHCF”) and the SEIU Healthcare Illinois and Indiana (the “Union”) the following understandings between the parties were arrived at and agreed to:

1. The safety and security of our Health Care Workers is a critical aspect of work. The Employers will take all reasonably practicable steps to secure needed Personal Protective Equipment (PPE) for the employees to carry out their duties as health care workers. No employee will be required to work without PPE as required by the IDPH and local health department regulations. Any dispute over this provision will be addressed under Article 35 of the collective bargaining agreement.
2. The facilities shall communicate policies and procedures to employees and undertake in-service opportunities to educate and keep current the skills of employees and continue training and employee in-servicing as is necessary, specifically (but not exclusively) regarding sanitation, as may be necessary to keep employees working in a safe manner.
3. The Employers shall provide notice to employees where there is a positive case of COVID 19 in the facility.
4. Employees who contract COVID-19 from workplace exposure will be reported to the Workers Compensation carrier with a request to process confirmed cases under the law.
5. Employees are required to provide notice to the Employer if they believe they have been exposed to COVID-19, without any negative repercussions to their employment or benefits but as is consistent with the CDC guidance on processing of such situations.
6. Specialty Care Incentive – Effective on the day of ratification of the Contract Adjustment, employees will receive a pay incentive of \$2.00 per hour, at a minimum,

- for all hours worked during the COVID-19 crisis. This incentive will be available for all employees covered by the collective bargaining agreement for a period of 45 days at which time it will expire. The Specialty Care Incentive will continue to be available for an additional 45 day period thereafter for employees working at a facility with active COVID-19 cases. After such time, the Specialty Care Incentive shall not be required.
7. For employees who contract COVID-19 from a workplace exposure and are unable to work – and the workers comp claim is approved – the Employer will pay 100% of the wages lost for days not considered by the carrier as benefit eligible due to any elimination period – if there is one.
  8. The Employers will pay employees at their regular base rate of pay, for up to a total of 5 work days missed for the reasons set forth below, where:
    - a. The employee is sent home by the facility because she/he shows signs of COVID-19 or the time off is needed for the employee to be tested and to receive results in order to be cleared to return to work.
    - b. The employee is subject to a federal, State or local quarantine or isolation order related to COVID-19 or the employee has been ordered by a healthcare provider to self-quarantine because the employee has tested positive for COVID-19.
    - c. The employee is advised by a healthcare provider to get tested for COVID-19 and is waiting to receive results in order to be cleared to return to work.
    - d. The available paid sick leave will be pro-rated for part-time employees. The determination of available days will be based on the average days worked per week in the previous 4 weeks of employment.
    - e. This availability of this additional paid sick leave will expire on December 31, 2020.
    - f. The employee may be required to provide satisfactory medical verification to the Employer to receive paid sick leave.
  9. The benefits provided under this Agreement are minimums which may be improved by the Employer in its sole discretion.

Dated this 7 day of May, 2020

FOR THE IAHCf:



A handwritten signature in black ink, appearing to read "Robert J. Hildt", written over a horizontal line.

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Dated this 7 day of May, 2020

FOR THE UNION:



A handwritten signature in black ink, consisting of stylized initials and a surname, written over a horizontal line.