

MEMORANDUM OF AGREEMENT
COVID-19
April 3, 2020

This is a Memorandum of Agreement (“MOA”) entered into between the University of Connecticut Health Center (hereinafter “UConn Health” or “UCH”) and the University of Connecticut Health Center Chapter of the American Association of University Professors (hereinafter “The Union” or “UHC-AAUP”) (collectively referred to as the “the Parties”). The Parties agree as follows:

WHEREAS, on March 10, 2020 the Connecticut Governor Ned Lamont declared both a public health emergency and a civil preparedness emergency, and on March 11, 2020 the World Health Organization declared the rapidly spreading COVID-19 coronavirus outbreak a global pandemic, and on March 13, 2020 the U.S. President declared a national emergency over the coronavirus outbreak; and

WHEREAS, on or about March 14, 2020 UConn Health discharged from care its first COVID19 positive patient; and

WHEREAS, it is anticipated that UConn Health will potentially have to provide care for a significant number of patients who may be COVID-19 positive and UHC-AAUP has raised some concerns regarding the potential impact on the terms and conditions of employment for their members resulting from possibly caring for said patients; and

WHEREAS, the Parties recognize that the COVID-19 situation is rapidly and constantly evolving; and

NOW, THEREFORE, with the foregoing background deemed incorporated by reference, the Parties, intending to be legally bound, and for good and valuable consideration, the adequacy of which the Parties acknowledge, hereby covenant and agree as follows:

1. **Continuation of Pay for Clinicians who have to self-quarantine**: UConn Health agrees to apply, as it may pertain to UHC-AAUP bargaining unit members, the specific guidance it has already published to its employees on its website at <https://uconn.edu/publicnotification/coronavirus/covid-19-human-resources/#>, and which may be updated as needed. As of March 18, 2020, said guidance provides up to 14 days of paid administrative leave for individuals who are home and self-monitoring for potential exposure in accordance with the circumstance outlined in such guidance. This may include, as applicable, individuals returning from travel to an area designated by the Center for Disease Control (“CDC”) as a Level 3 country or other guidance issued by the CDC with respect to travel. If travel guidance is updated it shall be deemed incorporated herein. On a case by case basis, such bargaining unit members shall work with their Supervisor/Department Chairs/Center Directors/Dean to perform duties remotely by doing tasks such as answering telemedicine or patient calls.

2. **UCHC-AAUP Bargaining Unit Members who become ill from COVID-19:** UConn Health acknowledges that during the COVID-19 crisis the CDC has issued and will issue updated guidelines for isolating health care providers from the workplace who may be sick. In consultation with UConn Health's own epidemiologists, UConn Health has implemented and will continue to implement said guidelines for bargaining unit members who need to be quarantined, or become sick with COVID-19 without loss of pay in accordance with current practices. Any bargaining unit member who tests positive must stay away from the work place until such time as he/she is medically cleared to return to work consistent with the CDC medical protocol guidelines or UConn Health specific rules in place at the time, as may be implemented in consultation with UConn Health's epidemiologists and infectious disease experts.

3. **Telecommuting:** UCHC-AAUP bargaining unit members who are not required to provide direct patient care may confer with their Supervisor/Department Chair/Center Director/Dean to determine where and how they are to perform their work. Based on the needs of UConn Health, individuals who are working offsite must continue to be available to come in as required by the Supervisor/Department Chair/Center Director/Dean. Said approval for bargaining unit members to telecommute may be immediately revoked with little or no prior notice at UConn Health's sole discretion, should operational needs require it. As has been publicly announced UConn Health is working to expand the capacity of its daycare system to address the needs of clinical staff at UConn Health.

4. **Daycare Slots and Alternative Childcare:** UCHC-AAUP Bargaining Unit members who complete the enrollment request form and meet the established criteria can apply for spots with the Creative Childcare Center. Priority will be given to children to UConn Health employees who have direct patient care responsibilities on a first come first serve basis, irrespective of their bargaining unit. UConn Health will in good faith attempt to provide assistance to UCHC-AAUP bargaining unit members in obtaining childcare.

5. **Assignment of Duties and On Call for Clinical Staff:** UConn Health will first ask for volunteer clinical faculty to cover clinical areas as needed, without waiving its rights and responsibilities in accordance with the individual contracts and collective bargaining agreement. Any reassignment of clinical duties will have to be approved by the bargaining unit member's applicable Department Chair/Center Director and/or Clinical Service Chief, or their designee after input from the affected clinical staff. To the best of its abilities under the prevailing circumstances, UConn Health will, in good faith, attempt to factor into clinical assignments providing adequate rest for assigned providers.

6. **UCHC-AAUP Bargaining Unit members at Higher Risk**: Consistent with the most current guidance issued by UConn Health’s epidemiologists and infectious disease experts, each UCHC-AAUP Bargaining Unit member who believes that he/she meets the criteria set forth in such guidance for higher-risk employees should work with their Director/Manager/Service Chief/Department Chair/Center Director, Employee Health, and Human Resources to determine an appropriate assignment based on the individual’s circumstances. Nothing in this paragraph precludes any provider from seeking reasonable accommodations in accordance with the law.
7. **Personal Protective Equipment**: UConn Health will continue to provide clinical faculty in the SOM and SODM with the appropriate and available personal protective equipment (“PPE”). UConn Health will continue to implement patient screening and care protocols to minimize the bargaining unit members’ and the UConn Health community’s exposure to COVID-19. In order to accomplish the foregoing, UConn Health will continue to prioritize the allocation of and distribution of PPE to areas where clinical faculty have direct patient contact while providing direct care of patients with known or suspected COVID-19, which results in a greater need for such PPE, such as the Emergency Room, Intensive Care Unit, Emergency Dental Clinic, etc.
8. **wRVUs**: Clinical wRVU expectations will be temporarily suspended during the period of this medical crisis that affects medical activity. Necessary adjustments to the faculty merit plan, ABP metrics, and EAGWI will be performed by the Mapping Committee, in accordance with Article 13 of the Collective Bargaining Agreement. The Parties shall meet on or about April 15 to discuss the timeframe for the above-referenced modification based on changing conditions/impact of this crisis.
9. **Good Faith Collaboration**: The Parties agree to in good faith confer and discuss impacts of significant emerging issues, as the emergency circumstances permit.
10. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If any arbitrator finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
11. This Agreement constitutes the full and complete understanding of the Parties. No other promises or agreements shall be binding unless placed in writing by the Parties.
12. The Parties agree that this Agreement is unique to these particular circumstances and without precedent for either party for any pending or future situation. Neither this document nor the fact of its existence will be introduced by either party in any other forum, except to enforce the terms of this Agreement.

13. This Agreement will expire when UConn Health’s Chief Executive Officer, in consultation with UConn Health’s own epidemiologists and infectious disease specialists, declares that UConn Health’s operations are back to normal.

Ibrahim Elali, M.D. (signed)

Andrew Agwunobi, M.D., M.B.A. (signed)

For AAUP

For UConn Health

April 6, 2020

April 6, 2020

Date

Date