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COVID-19: Collective Bargaining Agreements

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For Employers with employees covered by a Labor Agreement

- Check your Collective Bargaining Agreement (CBA) carefully to avoid violations of the CBA in respect to any bargained-for benefits and/or any changes to such benefits or policies implemented on account of COVID-19
- for those employees covered by a union-sponsored health & welfare insurance plan
- check with the union to determine what the plan provides, e.g. what is/is not covered
- consider asking a representative from the insurance plan to prepare a short summary of coverage and options for the employees
- consider whether the company is willing to supplement payment for COVID-19 related testing or for other related issues that may not be covered
- for example, consider offering to pay for COVID-19 related testing, or covering co-payments/deductibles directly related to COVID-19 testing
- if the company is considering changing or supplementing the terms and conditions of its employees' employment, then give notice and an opportunity to discuss it with the union ahead of time
- for employees covered under a company-provided health insurance plan
- check with a plan representative and determine what the plan provides, e.g. what is/is not covered
- consider asking a representative from the insurance plan to prepare a short summary of coverage and options for the employees
- consider whether the company is willing to supplement payment for COVID-19 related testing or for other related issues that may not be covered
- for example, consider offering to pay for COVID-19 related testing, or covering co-payments/deductibles directly related to COVID-19 testing
- altering, changing or supplement—even to the employee's benefit—the terms and conditions of employment, triggers the need

to give notice and an opportunity to discuss it with the union ahead of time

- Sick leave
- If the CBA provides for sick leave
- determine whether the CBA "rules" for sick-leave use allow for short notice, emergency notice, or after-the-fact requests to use sick leave related to COVID-19
- determine whether the CBA allows the company to compel an employee to use sick leave for public health reasons
- if the CBA is not clear or there is any concern that the union may challenge the company's actions, then discuss with the union before taking action
- If the CBA does not provide for sick leave (or available leave is insufficient)
- consider implementing temporary COVID-19-related paid leave of up to two weeks with documentation of a positive COVID-19 test, a positive COVID-19 test for a person living in the employee's household, or potential infection from vacation to/visiting a CDC category 3 area
- REMEMBER: if an infected employee comes to work because he/she "can't afford" to miss time—they will likely cause other employees to miss work
- providing additional leave changes the employees' terms and conditions of employment, which means the company must give the union reasonable notice and an opportunity to discuss it ahead of implementation
- Vacation leave
- if all other forms of available leave are exhausted, not available, or not an option
- consider allowing sick employees—at their option—to take time off/cover with vacation
- altering a leave policy is likely a change to the employee's terms and conditions of employment which triggers the requirements to provide the union reasonable notice and an opportunity to discuss it ahead of implementation
- Communication
- Keeping the business agent/local leadership informed as to company plans/policy changes is advisable
- unions do not benefit from having the employees they represent get sick or panic
- with respect to COVID-19 most unions are going to be willing to work with management to resolve these issues
- be sure to communicate clearly and in writing/via email—the company will likely want any changes made to be temporary and not precedent setting

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