Temporary Memorandum of Understanding between

SEIU Healthcare Minnesota ("Union") and Aicota Health Care Center ("Employer")

Regarding COVID-19

The parties enter into the following temporary Memorandum of Understanding ("MOU") in response to ongoing health concerns presented by the COVID-19 virus.

RECITALS

A) The parties share a mutual interest in assuring the health and safety of patients/residents/clients, families, staff and the community.
B) The parties share the priority of slowing the spread of and reducing exposure to COVID-19 for patients/residents/clients, families, staff and the community.
C) Healthcare workers are on the front lines in the delivery of essential health services to patients/residents/clients in need.
D) The decisions of the parties should be guided by the Centers for Disease Control, the Minnesota Department of Health, and other public health agencies.
E) The parties wish to work together to take reasonable steps to protect patients/residents/clients, families and staff from unnecessary exposure to communicable diseases including COVID-19.

AGREEMENT

1. This Memorandum of Understanding shall be in effect for a maximum period of sixty (60) days at which time it shall automatically expire and terminate without further action by the parties hereto. However, the parties may agree to extend this Memorandum of Understanding but neither party has any obligation to do so.
2. The parties will communicate updated employee-related COVID-19 policies within each organization as they are developed and distributed.
3. If an employee is sent home or asked not to come into work by the Employer due to a potential exposure, whether at work or in the community, the Employer will comply with provisions of the Emergency Paid Sick Leave Act and provide sick leave pay in accordance with that law. The Employer may require a doctor’s clearance to be reinstated.
4. Employees are asked not to come into work if they are not feeling well, have been exposed to COVID-19, have traveled to high risk area identified by the CDC. Any absence due to concerns about COVID-19 may be excused by the Employer on a non-precedent setting basis, pursuant to this MOU.
5. Testing costs for employees potentially exposed while on the job will be paid by the Employer.
6. The Employer and the Union each will undertake their best efforts to provide employees with information, updates and guidance that come from the Centers for Disease Control ("CDC"), Department of Health and Minnesota Department of Health and other applicable agencies about COVID-19 workplace issues.
7. Employees are encouraged to provide notice to Employers if they believe they have potentially been exposed to the virus.
8. Personal Protective Equipment will be provided by the Employer pursuant to applicable law.
9. Employer will provide its employees with information about the number of residents/patients that have a confirmed positive test for COVID-19 as needed to perform his or her job duties, or upon reasonable request of an employee for such information.

10. For Longer absences, not pursuant to this MOU, eligible employees may use available, earned paid time off and other leave entitlements pursuant to the CBA or applicable state or federal law.

Signed by the Employer:  

s/Alison Matalamaki
Administrator
Date: 4.29.20

Signed by the Union:  

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Date: _______

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