Novel Coronavirus (COVID-19)
Letter of Agreement

This agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) and the AFSCME (Union).

This agreement covers AFSCME Central Table and DOC Locals, and employees who covered by an AFSCME Central Table or DOC collective bargaining agreements.

This Letter of Agreement shall supersede any conflicting provisions in the collective bargaining agreements for the duration of the Letter of Agreement.

We recognize that state of Oregon employees work on the front lines every day to provide essential services and benefits of Oregonians. Their work is often the last line of defense when Oregonians are faced with an emergency.

Incubation Period—For the novel coronavirus, this is the period recommended by the CDC and local public health providers, currently 14 days from the last possible exposure.

Temporary Expanded Telework Options
For the period of March 1, 2020 through at least June 30, 2020 or a date mutually agreed upon, unless this LOA is revoked due to increased level of emergency, employee telework requests will be presumed to be acceptable unless denied within seventy two hours of the request. For this period, the only criteria an employer may use as basis to deny a telework or telecommute request will be whether the position is suitable for telecommuting or telework, availability of teleworking supplies such as laptops and cell phones, or network adequacy. **If the employee disagrees with the Agency's decision, the employee may appeal the decision in writing to the DAS/LRU within five (5) calendar days of receipt of the Agency's decision. The DAS/LRU decision shall not be** subject to the grievance procedure.

CDC Safety Equipment
Employees will be provided all necessary and CDC required safety equipment if required to work during an active outbreak of coronavirus **for their position. If an employee believes they don't have CDC safety equipment to perform the duties of their position, they may request the Agency to review their request.**

Essential Staff

The Agency shall maintain a list of essential employees (employees who are required to report to work. Essential employees shall be notified of this designation in writing. During this Governor declared State of Emergency, management may change an employee's status to essential at any time. After an employee's status has been changed to essential, the employee will have 24 hours from the time they are notified of their new status to appeal that decision based on health conditions, such as immune system, respiratory issues, or heart conditions. Such appeals will go to the Agency's Human Resources Department. The Human Resources Department shall respond in writing within 5 working

days to the employee and management regarding the outcome of such appeals. This answer is not subject to the grievance procedure.

School Closures

If an employee needs to be home because of a school closure, they shall be encouraged to telework if their positions are suitable for telework, supplies are available, and if the network can accommodate it. If telework is unavailable or if an employee chooses not to telework, these employees may use their own personal vacation time, sick leave, personal business, or leave without pay to cover this time. Additionally, these employees may borrow up to five (5) months' worth of future leave, either vacation leave, sick leave, or a combination thereof, not to exceed a combined total of eighty (80) hours. This leave shall be paid back at a rate of 50% **of the amount of hours borrowed** per month for each bank of leave until fully paid back by the employee. Payback of this leave shall begin the month after the employee returns to work after utilizing the borrowed leave. **Employees on approved FMLA/OFLA may delay repayment of leave time until they are no longer on such leave or one (1) year, whichever is first. Employees may request donated leave to repay leave hours. An employee may donate sick, vacation, and/or personal leave time to another employee. To qualify to use donated leave, an employee must reduce their sick leave balance down to forty (40) hours or less. The sick, vacation and/or personal leave time will be valued at the donating employee's current rate of pay, and then converted to the appropriate amount of time based on the requestor's current rate of pay. Employees will only be credited with the actual amount of donated leave to cover the period of absence.**

Worksite Closures

If an Agency closes its operations, employees will be placed on paid administrative leave for up to two (2) weeks. Thereafter, use of inclement weather/hazardous conditions leave for building closures or curtailments will be determined as outlined in the Inclement Weather/Hazardous Conditions Leave[1].

Vacation Caps and Cash Out Limits for Essential Staff

If an employee is needed for the response to the coronavirus, and as a result would exceed contractual limits on vacation time accrual, the request for vacation payout shall be approved without the employee needing to request vacation time.

Employees Needing Leave or Needing to Work from Home

Medically Mandated Employees. Employees who are medically mandated to remain at home because they have been exposed to the coronavirus shall be encouraged to telework if allowed by their medical professional, if their job is suitable for telework, if telework resources are available, and if the network can accommodate it. If one or more of the above factors does not allow for telework, the employee shall be placed on paid administrative leave until the employee is medically released to work. Employees may be asked for proof of medical mandate including the time period for which they are mandated to remain at home, however they will not need to be separately released to return to work.

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[1] Appendix A contains the Inclement Weather/Hazardous Conditions provisions from the AFSCME Central Table agreements.

Self Quarantined Employees. Employees who believe they may have been exposed to or may have symptoms of the coronavirus and wish to self-quarantine, shall be encouraged to telework if their positions are suitable for telework, supplies are available, and if the network can accommodate it. If telework is unavailable or if an employee chooses not to telework, these employees may use their own personal vacation time, sick leave, personal business, or leave without pay to cover this time. Additionally, these employees may borrow up to five (5) months' worth of future leave, either vacation leave, sick leave, or a combination thereof, not to exceed a combined total of eighty (80) hours. This leave shall be paid back at a rate of 50% **of the amount of hours borrowed** per month for each bank of leave until fully paid back by the employee. Payback of this leave shall begin the month after the employee returns to work after utilizing the borrowed time. **Employees on approved FMLA/OFLA may delay repayment of leave time until they are no longer on such leave or one (1) year, whichever is first. Employees may request donated leave to repay leave hours. An employee may donate sick, vacation, and/or personal leave time to another employee. To qualify to use donated leave, an employee must reduce their sick leave balance down to forty (40) hours or less. The sick, vacation and/or personal leave time will be valued at the donating employee's current rate of pay, and then converted to the appropriate amount of time based on the requestor's current rate of pay. Employees will only be credited with the actual amount of donated leave to cover the period of absence.**

If telework is available for the employee and the employee turns down the telework, the employee may only use their own earned leave or leave without pay to cover their absence. No employee under this category shall be penalized for using leave without pay for this purpose under this Letter of Agreement. The use of leave by self-quarantining under this Letter of Agreement is allowable for one continuous incubation period, understanding that leave may need to extend beyond fourteen (14) days in certain circumstances.

Employees with Compromised Immune Systems and High Risk Group. Employees whose immune systems may be compromised for various medical reasons or employees who fall into a high-risk group and need to self-quarantine to avoid the risk of contracting the coronavirus shall be encouraged to telework if their position is suitable for telework, supplies are available, and if the network can support it. If telework is not an option, the employee may:

1. Use any of their accrued leave to cover the absence
2. Use leave without pay during their absence. If an employee chooses to use leave without pay the employee shall not be penalized.
3. Borrow up to five (5) months' worth of future leave, either vacation leave, sick leave, or a combination thereof, up not to exceed a combined total of eighty (80) hours. This leave shall be paid back at a rate of 50% per month for each bank of leave until fully paid back by the employee. Payback of this leave shall begin the month after the employee returns to work after utilizing the borrowed leave. **Employees on approved FMLA/OFLA may delay the repayment of leave time until they are no longer on such leave or one (1) year, whichever is first. Employees may request donated leave to repay leave hours.**
4. Request donated leave. An employee may donate sick, vacation, and/or personal leave time to another employee. To qualify to use donated leave, an employee must reduce their sick leave balance down to forty (40) hours or less. The sick, vacation and/or personal leave time will be valued at the donating employee's current rate of pay, and then converted to the appropriate

amount of time based on the requestor's current rate of pay. Employees will only be credited with the actual amount of donated leave to cover the period of absence.

Exposure to Risk
If management has knowledge that an employee may have been exposed to the novel coronavirus, the employee's manager shall notify the employee within one **(1)** business day.

Worsening Threat

Pursuant to ORS 401.168, which gives the Governor broad authority over executive agencies during a state of emergency, this Letter of Agreement is subject to suspension or modification should the Governor determine it necessary without further notice or obligation to bargain.

Future Bargaining
This agreement shall not establish a precedent in the negotiation of any future agreements on the subjects addressed herein.

Me-Too

If the Employer bargains a more generous benefit with another Union/Association, the Employer will notify the Union in writing and, upon request, discuss the agreement reached with the other Union.

For the State of Oregon, DAS

For AFSCME

03.13/20
Date

3/13/20
Date