

Novel Coronavirus (COVID-19) Letter of Agreement

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) and AFSCME COUNCIL 75(Union) on behalf of the Union's bargaining units in the executive branch of state government.

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

If the federal government extends the FFCRA or relevant benefits, this Letter of Agreement will be revised to reflect those benefits for the relevant time period.

We recognize that state of Oregon employees work on the front lines every day to provide essential services and benefits to 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.

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.

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 Leave¹ •

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.

Paid Child Care Leave

Effective February 1, 2021 through March 31, 2021, an employee who has been employed for more than 30 days taking leave for care for a child whose school or child care provider has been closed in conjunction with a statewide public health emergency declared by a public health official, shall receive paid leave for hours taken at their regular rate of pay. The number of paid child care leave hours an employee is entitled to is based on the calculation for FMLA entitlements. Employees employed for less than 12 months receive 40 hours per week for full-time, pro-rated for part-time.

Employee's eligible for OFLA sick child may have OFLA protection run concurrently with Paid Child Care Leave.

The agreement for the paid child care leave will not establish any precedent, nor will this agreement be used as a basis to seek or justify similar paid leave beyond March 31, 2021 or in future public health emergencies.

Emergency Paid Sick Leave

Effective February 1, 2021 through March 31, 2021, full-time employees may be eligible to receive 80 hours of emergency paid sick leave at their regular rate of pay. Part-time employees may be eligible to receive the amount of leave equal to the number of hours the employee works on average over a two-week period of emergency paid sick leave.

Leave may be taken if the employee:

1. Is subject to federal, state, or local quarantine or isolation order.
2. Has been advised by a health care provider to self-quarantine.
3. Is experiencing symptoms and seeking diagnosis for symptoms of COVID-19.
4. Is caring for an individual, who does not have to be a family member, that is:
 - a. Subject to federal, state, or local quarantine or isolation order; or
 - b. Advised by a health care provider to self-quarantine.
5. Is caring for their child whose school is closed, place of care is closed, or child care is unavailable due to COVID-19 precautions.
6. Is experiencing substantially similar health symptoms of COVID-19 specified by the Department of Health and Human Services in consultation with the Secretary of Treasury and the Secretary of Labor.

If the employee is caring for a child whose school is closed as described above, leave may be taken intermittently in any increment.

If the employee is teleworking, leave may be taken intermittently in any increment for all other reasons.

If the employee is not taking leave for their child due to school closures as described above, or if the employee is not working or teleworking, emergency sick leave must be taken in one continuous block of time until the leave is exhausted or the reason for the leave is no longer needed. Any remaining leave may be used at a later date.

Employees who used all or any part of the 80 Emergency Paid Sick Leave hours afforded by the Families First Coronavirus Response Act April 1, 2020 through January 31, 2021 are not eligible for an additional 80 hours of leave. Employees may use any remaining hours.

Definitions:

- A. School Closure:** An employee needs to remain at home to care for their child because of a school, preschool, or daycare closure.
- B. Self-Quarantined:** An employee believes they may have been exposed to COVID-19 or they are experiencing symptoms consistent with COVID-19 and wish to self-quarantine. (Employee is not seeking a medical diagnosis.)
- C. Compromised Immune System/High Risk:** An employee whose immune system may be compromised for various medical reasons or an employee who falls into a high-risk group as defined by the CDC and wishes to self-quarantine to avoid the risk of contracting COVID-19.
- D. Medically mandated:** An employee who is medically mandated to stay home because they have been exposed to COVID-19 (this includes employees who are asked to self-quarantine by a local public health authority through the contact tracing process) or a medical provider

has recommended the employee stay home as they are showing symptoms consistent with COVID-19.

- E. Worksite/Agency Closure:** An agency closes business operations as a whole, closes business operations of a specific program, or closes specific agency worksites. This includes leased worksites closed by building owners.

Where A, B, or C Apply

Employees shall be encouraged to telework if the expanded telework requirements identified are met.

The use of Self-Quarantine (B) under this agreement is allowable for one (1) continuous fourteen (14) calendar day incubation period, understanding the leave may need to extend beyond fourteen (14) days in certain circumstances.

If telework is unavailable or the employee chooses not to telework, employees:

1. Must use all their accrued leave (e.g., vacation, sick, personal business, etc.) before entering into leave without pay.
2. Can maintain a sick leave balance of forty (40) hours or less.
3. Employees who fall into #1 and #2 above may elect to request donated leave. Donated leave received will not exceed the amount needed to cover the absence. Donators may donate their sick, vacation, compensatory, straight, and/or personal business leave.
4. Only employees who have exhausted all leave (#1) are eligible to borrow up to five (5) months of future leave, either vacation leave or sick leave, or a combination thereof, not to exceed a combined total of eighty (80) hours.

Borrowed leave shall be paid back at the rate of 50% of the amount of hours borrowed per month for each bank of leave until fully paid back. Repayment shall begin the month of after the employee returns to work after utilizing the borrowed leave. Employees on approved Family and Medical Leave (FMLA/OFLA) may delay repayment until they are no longer on such leave or one (1) year, whichever is first.

No employee shall be penalized for using leave without pay for this purpose under this Letter of Agreement.

Where D Applies

Employees who are medically mandated to remain at home due to being exposed to COVID-19 or are advised by their medical provider to remain at home as they are showing symptoms consistent to COVID-19, shall be encouraged to telework if allowed by their medical provider and if the expanded telework requirements identified above are met.

If telework is unavailable, the employee shall receive paid administrative leave until medically released to work. Employees may be asked for proof of the medical mandate including the time period for which they are mandated to remain at home; however, the employee does not need to be separately released to return to work.

Where E Applies

Employees shall be encouraged to telework if the expanded telework requirements identified above are met.

If telework is not available, employees will receive up to two (2) weeks of paid administrative leave upon closure of their agency or worksite. Thereafter, the use of inclement weather/hazardous conditions leave for building closures will be determined as outlined in the Inclement Weather/Hazardous Conditions Leave where such leave is available in the local agreement.

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.

This Letter of Agreement will be in effect on February 1, 2021 and will continue through June 30, 2021, or until the Governor lifts the Emergency Declaration, whichever comes first. If the Governor lifts the current emergency declaration, and subsequently issues a new emergency declaration related to COVID-19 during the term of this agreement, the Letter of Agreement will go back into effect.

FOR THE EMPLOYER:

Date

FOR THE UNION:

Date