

**Letter of Agreement
Voluntary Vaccine Booster(s)**

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) and AFSCME Council 75 on behalf of AFSCME Security and Security Plus (Union).

Leave for voluntary COVID-19 vaccine booster(s).

- (a) Agencies shall provide work time for employees to receive their COVID-19 vaccine booster(s) and/or allow employees to flex their schedules to get the vaccine booster(s) on work time, when possible. Employees who cannot receive the vaccine booster(s) during their regular work hours will be compensated pursuant to the collective bargaining agreement's overtime article, if applicable, for the time it takes to receive the vaccine booster(s). Paid time to receive the vaccine booster(s) will be retroactive to August 13, 2021.
- (b) Employees who suffer adverse reactions to the COVID-19 vaccine booster(s) and are unable to work shall:
 - (i) Use accrued sick leave (SL) for the first eight (8) hours necessary to recover.
 - (ii) If an employee does not have enough accrued sick leave to cover the entirety of their shift, they shall use the accrued sick leave they have, and any remaining balance shall be coded as miscellaneous paid leave (MPL).
 - (iii) After the first missed shift the employee is still unable to work, the employee shall use their accrued sick leave for the remainder of time needed to recover from the vaccine booster(s).
 - (iv) If an employee's accrued sick leave has been exhausted, the employee will be granted additional MPL for the time needed to recover, as indicated by the employee's health care provider.
 - (v) An employee utilizing accrued sick leave to recover from the vaccine booster(s) may be required to provide documentation from their healthcare provider pursuant to collective bargaining agreement's sick leave article. If an employee utilizes MPL beyond the hours allowed in section (b)(ii), above, the employee shall be required to provide documentation from a health care provider after one (1) day of being unable to work.

This Letter of Agreement is effective upon final signature below and shall expire on June 30, 2022 or when Executive Order 21-29, COVID-19 Vaccination Requirement for Executive Branch, is terminated by the Governor, whichever is later.

For the State:

For the Union:

Tim Woolery

Date

12-15-2021

Date