

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 SEIU Local 503, OPEU (Union).

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 to Oregonians. Their work is often the last line of defense when Oregonians are faced with an emergency.

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, an employee's telework request will be presumed suitable unless denied within seventy-two (72) hours of the request. For this period, the only criteria an employer may deny a telework request is if the employee's position and job duties are not suitable for telework; if teleworking supplies, such as laptops and cell phones, are not available; or if the computer network is unavailable or inadequate. If the employee disagrees with the Agency's decision, the employee must appeal the decision in writing to DAS/LRU within five (5) calendar days of receipt of the Agency's decision. The appeal decision from DAS/LRU is not subject to the grievance procedure.

CDC Safety Equipment

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

Essential Staff

The Agency shall maintain a list of essential employees (employees who are required to report to work or telework, if available). 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 twenty-four (24) hours from the time they are notified of their new status to appeal that decision based on high risk or immune-compromised health conditions as described in bullet "C" in the definitions section below. Such appeals will go to the Agency's Human Resources Department. The Human Resources Department shall respond in writing within five (5) working days to the employee and management regarding the outcome of such appeals. This answer is not subject to the grievance procedure.

Vacation Caps and Cash Out Limits for Essential Staff

If an essential employee is in danger of losing vacation leave based on contractual limits, the request for vacation payout shall be approved without the employee first needing to request vacation time off. Essential employees may request up to 60 hours of leave each time they are in danger of exceeding contractual limits.

Compensatory Time for Over-time Eligible and Straight-Time Eligible Positions

Employees who have earned compensatory time during April, May, and June, who would otherwise have had the time cashed out or lost, may carry that time over into the new fiscal year without the requirement of supervisory approval.

Personal Leave

Use of personal leave for eligible employees shall be extended through December 31, 2020.

Exposure to Risk

If management has knowledge that an employee may have been exposed to a confirmed case of COVID-19, the employee's manager shall notify the employee within one (1) business day.

Families First Coronavirus Response Act

Emergency Expanded Family and Medical Leave Act – If an employee has been employed for at least thirty (30) calendar days, they may take FMLA protected leave if they are unable to work or telework and they need to care for their own child (under the age of 18) if there is a school closure, place of care is closed, or the child-care provider is unavailable due to a public health emergency, and the employee has FMLA entitlement hours remaining in the calendar year.

The first ten (10) days or eighty (80) hours (prorated for part time) for which an employee takes child care leave may be unpaid leave. However, the employee may elect to substitute any accrued leave, such as vacation, personal, or sick leave (including Emergency Paid Sick Leave), for unpaid leave. After the first ten (10) days or eighty (80) hours (prorated for part time), the employee shall receive paid leave at their regular rate of pay.

Intermittent leave may be taken in full or partial day absences when a schedule has been agreed upon between the agency and employee.

Emergency Paid Sick Leave - 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.

If leave under the Families First Coronavirus Response Act does not apply or is exhausted, employees may take leave as follows:

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 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 Leave¹.

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.

This Letter of Agreement will be in effect retroactive to April 1, 2020 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:

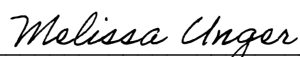


Nettie Pye, State Labor Relations Manager
Department of Administrative Services, LRU

06/01/2020

Date

FOR THE UNION:



Melissa Unger, Executive Director
Service Employees International Union, Local 503, OPEU

6/1/20

Date

¹ Appendix A contains the Inclement Weather/Hazardous Conditions Leave provisions from the 2019-2021 SEIU Master Agreement.

Appendix A

LETTER OF AGREEMENT 123.00-18-311

Article 123--Inclement Weather Inclement Weather/Hazardous Conditions Leave

This Agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) and the SEIU Local 503, OPEU (Union). This Letter of Agreement will supersede Article 123, Sections 3, 5, and 9.

This Letter of Agreement does not apply to:

- FLSA exempt employees.
- Employees designated by the Agency to report to work during a closure
- Temporary employees.

When the Department of Administrative Services/Agency chooses to close or curtail an office or facility pursuant to Article 123, Section 1(a), one of the following options will be implemented:

Section 1. In the event of a curtailment (delayed opening), the employee shall be allowed to access inclement weather leave for up to one half (1/2) of their regular work day for up to forty (40) hours a biennium.

Section 2. Full Day Closure.

1. In the event of a full day closure, the employee may, with prior supervisory approval, work from home or alternate work location for at least one half (1/2) of their regular work day. The remainder of the employee's work day will be on inclement weather leave for up to forty (40) hours a biennium; or,

2. If no work is available or the employee is unable to work from home or alternate work location, the employee will use accrued vacation hours, compensatory time off, personal leave time or leave without pay for at least one half (1/2) of their regular work day. The remainder of the employee's work day will be on inclement weather/hazardous conditions leave not to exceed forty (40) hours a biennium; or,

3. The employee may, with Agency prior approval, temporarily adjust their work hours during the same workweek to make up for hours not worked. The Agency shall not suffer any overtime or penalty payments as a result of this schedule change.

4. Once the forty (40) hours of inclement weather/hazardous conditions leave is used, if there are more Agency closures during the biennium, the employee will use accrued vacation hours, personal leave or compensatory time off, leave without pay or, with prior Agency approval, temporarily adjust their work hours during the same workweek. The Agency shall not suffer any overtime or other penalty payments as a result of the change in schedule.

5. Employees will not be eligible for inclement/hazardous conditions leave when their regular days off occur on a day the Agency closes an office or facility, or when the employee is on prescheduled leave or already scheduled to work from an alternate location. Only employees who are scheduled to report to work at the location which is closed, the day of the closure, are eligible for any use of the inclement weather leave.

6. Inclement weather/hazardous conditions leave shall not count as hours worked for the purpose of overtime calculation.

7. Inclement weather/hazardous conditions leave not used during a biennium will be lost and will not be rolled over into the next biennium. Inclement weather/hazardous conditions leave is not compensable if the employee separates from state service.

8. Part time and job share employees shall be granted such leave in a prorated amount of forty (40) hours per biennium based on the same percentage or fraction of FTE (full-time equivalent) they are hired to work.

9. Seasonal employees shall be granted a prorated amount of leave based on the amount of time anticipated they will work in the biennium at the time of hire. For example, if the employee is being hired for a six (6)-month equivalent FTE, they would receive ten (10) hours. The time will not be re-adjusted if the employee is hired into subsequent seasonal positions within the biennium or works longer than originally anticipated.

When, in the judgment of the Agency, inclement weather/hazardous conditions require the closing of an office or facility following the beginning of an employee's shift, the employee shall be paid for the remainder of the shift.

Section 3. Use of the inclement weather leave for either curtailments or full day closures shall not exceed a combined total of forty (40) hours per biennium.

This Letter of Agreement becomes effective upon signature and will sunset on June 30, 2021.