

Memorandum Of Agreement (Response to COVID-19 Novel Coronavirus)

I.

Parties to the Agreement

The parties to this Memorandum of Agreement (hereafter referred to as “MoA”) are Multnomah County, Oregon, (hereinafter referred to as “County”), and Local 88 of the American Federation of State, County and Municipal Employees, AFL-CIO, (hereinafter referred to as “Union”).

II.

Background

- A. In response to the spread of COVID-19 novel coronavirus, and the infection of patrons, clients, and potentially employees of Multnomah County, and
- B. Knowing that personally impacted employees who have little or no available accrued paid leave are incentivized to come to work in order to avoid lost wages, and
- C. Knowing that employees’ ability to care for personal and family needs is critical to reducing transmission of COVID-19 in the workplace, and
- D. Accepting that the recommended period for quarantine from the last possible exposure is fourteen (14) days.

THEREFORE, the parties have a shared interest in temporarily adopting revised Collective Bargaining Agreement terms and conditions, Personnel Rules, and work rules and structures that allow employees impacted by COVID-19, who may have limited or no banked accrued paid leave, innovative options for mitigating the impact of absence from work.

III.

Agreement

- 1. This agreement applies to members of Oregon AFSCME Local 88 and all of its sub-locals, including the General Unit 88-0, the Physicians Unit 88-2, the Dentists Unit 88-5, and the JCSS Unit 88-6.

2. Reassignment

- A. Any reassignments and schedules changes shall be made consistently with the Collective Bargaining Agreements; if the job duties of the reassignment are at a higher level than the employee’s regular job classification, the County shall pay

Work-Out-Of-Class at the corresponding rate. Such reassignments shall be granted with as much notice as possible to the employee, however, only when immediate reassignment is required by an emergency circumstance related to the County's COVID-19 response, or indirectly caused by the County's COVID-19 response, as opposed to other staffing problems, may the County make a reassignment with less than twenty-four (24) hours notice. All provisions of CBA, including but not limited to Article 13 and 14 related to work schedules and compensation remain in full force and effect. The employee will be provided personal protective equipment (PPE) determined as necessary by the guidance from the Centers for Disease Control (CDC), Oregon Health Authority (OHA), the Occupational Safety and Health Administration (OSHA), or Multnomah County Public Health to perform their job duties; if an employee is denied a request for equipment, they may request Central Human Resources review of the denial.

B. Any employee (i.e., not limited to “essential” status employees) who can demonstrate greater exposure to infection in their assignment or reassignment, and greater vulnerability if infected with COVID-19 (e.g., are in a higher risk group identified by the CDC or OHA), may appeal to Central Human Resources for accommodation as follows:

1. Any employee whose personal conditions qualify for ADA accommodation will be invited to participate in Interactive Process to determine what reasonable accommodation(s) may be extended to the employee.
2. Any employee who does not qualify for an ADA accommodation, but whose circumstance qualifies for FMLA or OFLA leave, will be granted such leave as appropriate under the terms of the applicable statute.
3. An employee whose personal or household condition does not qualify for either ADA accommodation or FMLA/OFLA leave shall be granted up to thirty days leave during which they can use any category of paid leave they have accrued or go on unpaid leave while they explore alternatives to their current position and assignment.

3. **Telework**

A. Effective Tuesday, March 17, 2020, until otherwise vacated by the Chair or her designee, the County shall direct all non-Essential employees to commence teleworking. Where an employee does not have means to telework, the County will consider providing equipment or supplies to accommodate the barrier.

B. Whether teleworking or standing by for reassignment, employees shall record their time as teleworking or administrative leave as directed by their supervisor.

4. **Telework in the Event of a Quarantine** During the term of this Agreement, an employee who is medically mandated to quarantine due to possible COVID-19 exposure, shall

be assigned telework. If telework is not currently available, the employee will be paid Administrative Leave or directed to code their time as telework and be available to receive work for up to 10 work days or until the employee is medically released to work, whichever is sooner. Employees may be required to provide medical verification if requested by the County, including a release to return to work.

5. **Vacation Accrual Limits** Any employee who is unable or not permitted to use vacation during the Declaration of Emergency, and whose accrual consequently exceed maximum accruable hours during or in the first ninety (90) days following the termination of the Declaration of Emergency, shall have leave that would have exceeded the maximum accrual placed in a separate frozen leave bank, and shall not forfeit the leave so long as it is used within one (1) year of the termination of the Chair's Declaration of Emergency.

6. **On-call, and Temporary and Part-Time Employee Shifts**

A. On-Call, and Temporary and Part-Time employees who have already accepted and been scheduled for shifts occurring after March 13, 2020, will be assigned to telework and shall be paid for those shifts.

B. Commencing April 1, 2020, On-Call and Temporary employees shall be offered scheduled telework of no less than the average number of hours worked per month over the previous three (3) months. Employees offered telework under this subsection must remain available during that time for reassignment.

7. **Sick Leave Borrowing** The parties agree to the establishment of a Sick Leave Borrowing program as follows:

A. For the duration of this agreement, the following leave borrowing program will be in effect.

B. In order to participate, employees must meet the following eligibility requirements:

1. Employee holds a full- or part-time trial service or regular status, limited duration, or on-call or temporary position with the County and is entitled to accrue sick and/or vacation leave,

2. Without leave borrowing, the absence will result in all, or a portion, of the time charged as leave without pay, and

3. Either,

a. The employee or a member of the employee's immediate household has symptoms of flu-like illness or is recovering from flu-like

symptoms, and is within the incubation quarantine period as recommended by the CDC, or

b. The employee has a child whose school or childcare facility has been closed by a public official due to COVID-19.

C. Employees who meet the eligibility requirements above shall be allowed to participate in the leave borrowing program subject to the following terms and conditions:

1. Borrowed leave may only be used for purposes identified in the eligibility criteria described above.

2. a. Part- and full-time trial service and regular status employees may borrow up to a maximum of eighty (80) total hours of paid leave to cover leave without pay status. The first forty (40) hours will be charged to future sick leave accruals. Up to forty (40) subsequent hours will be charged to future vacation accruals.

b. Limited duration, On-Call, and Temporary status employees may borrow paid leave equal to the number of hours calculated under subsection 6.B. above, to a maximum of forty (40) hours. Those hours will be charged to future sick leave accruals.

3. Absence covered by the borrowed leave program may not exceed two episodes. If an employee is absent for more than one episode, the eighty (80) hour maximum applies to the total of the two episodes allowed.

4. Employees may submit sooner than, but must submit the request to borrow against future leave accruals to their supervisor no later than within thirty (30) calendar days of their return to work from an eligible absence. Requests must be submitted using the attached form, which is considered a part of this MoA.

5. Payment will only be made as part of a regular payday. The date of payment to employees who are approved to borrow against future leave accruals under the provisions of this MoA will be dependent upon the date the request is received by the County Payroll Unit.

6. Employees who borrow against future leave accruals will have the future sick and vacation leave accruals charged against the respective negative balances until the borrowed amount of leave is fully repaid. For example, if an employee needs to borrow forty (40) hours of leave to cover an eligible absence, in accordance with Paragraph C.2. above, all forty (40) hours will be charged to future sick leave accruals. If the employee accrues four (4) hours of sick leave per pay period, it would take ten (10) pay periods ($4 \times 10 = 40$) to pay back the

borrowed sick leave amount. If the employee needs to borrow an additional forty (40) hours of vacation, and the employee accrues five (5) hours of vacation leave per pay period, it would take eight (8) pay periods (5 x 8 = 40) to pay back the borrowed vacation leave. Sick leave and vacation leave accrual repayments will occur concurrently.

7. Employees who terminate employment, either voluntarily or involuntarily, prior to all borrowed time being repaid will have an amount equal to the value of the time still owed deducted from their final paycheck.

8. **Expansion of Catastrophic Leave Eligibility** For the duration of the Declaration of Emergency, the County will expand eligibility for catastrophic leave as communicated by email on March 15, 2020.

9. **Use of Sick Leave Discipline** For the duration of the Declaration of Emergency, the County will not use absence due to illness for COVID-19 or flu-like symptoms as a basis for employee discipline unless the County can establish that the employee has provided misleadingly incomplete or false information to the County.

10. Nothing in this MoA waives the County's right to require medical verification per Article 9, Sect. II.B.2., or an ongoing requirement to provide a medical verification for sick leave absences due to previous leave usage concerns, however, no employee shall be disciplined if they have requested a medical verification from their provider in writing and the provider has failed to fulfill the request.

11. This agreement shall not establish a precedent in the negotiations of any future agreements on the subjects addressed herein. Additionally, this Memorandum of Agreement is subject to modification, suspension, or termination, should the Chair determine it necessary, without further notice or obligation to bargain.

12. This agreement shall terminate upon termination of the Declaration of Emergency, unless the parties agree to another termination date for any part of the agreement.

AGREED to this date, January 12, 2020.

For the Union:

For the County:

Eben Pullman

Eben Pullman, Council Rep
AFSCME Loc. 88

e/s Steve Herron

Steve Herron, Labor Relations Dir.
Multnomah County