

Memorandum of Agreement

FOPPO - FCCRA Leave Extension

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 the Federation of Oregon Parole and Probation Officers (hereinafter the "Federation").

II. Background

The County and Federation have a mutual desire to keep our workforce, our clients and customers, and the entire community as safe and healthy as possible.

In response to the spread of COVID-19 novel coronavirus, and the infection of patrons, clients, and potentially employees of Multnomah County, and

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

Knowing that employees' ability to care for personal and family needs is critical to reducing transmission of COVID-19 in the workplace, and

In March of 2021, Congress passed the American Recovery Plan Act (ARPA) that provided incentives and funding for employers to extend leaves originally created in March of 2020 under the Families First Coronavirus Response Act (FFCRA). Expanded Family Medical Leave (E-FMLA) and Emergency Protected Sick Leave (EPSL) and expanded the qualifying circumstances available to employees to take these leaves. FFCRA expired September 30, 2021, but the parties have an interest in continuing the leave program to assist employees during the Omicron surge.

THEREFORE, the parties have a shared interest in temporarily adopting revised rules that grant employees impacted by COVID-19 who may have limited or no banked accrued paid leave additional options for mitigating the impact of absence from work.

THEREFORE, the parties have reached the following Agreement:

III. Agreement

A. The FFCRA and ARPA identify the qualifying circumstances for EPSL and EFMLA. The parties acknowledge that guidance on what is a qualifying circumstance for EPSL and E-FMLA leave can be found by reviewing the Department of Labor's website on COVID-19 resources, among others.

B. The term during which EPSL and E-FMLA leave eligibility will be offered is January 15, 2022 to June 30, 2022. Employees will be able to use whatever EPSL and E-FMLA unused leave accruals they had in their bank at the time of FFCRA's expiration on September 30, 2021. This MOA does not extend new leave accruals except as otherwise outlined in this MOA.

C. E-FMLA Leave:

1. The County will allow each employee to take up to twelve (12) weeks of leave for conditions that would have qualified under the expanded FMLA eligibility terms of FFCRA prior to its

expiration, as revised by the modified eligibility terms of ARPA, but would not otherwise qualify under the standard eligibility conditions of FMLA. This leave will be treated as use of the employee's FMLA leave allotment, and their OFLA leave allotment for OFLA qualifying conditions.

2. Employees on E-FMLA may elect to either utilize applicable accrued paid leave from their current leave banks or receive two-thirds (2/3rds) of the employee's regular rate of pay up to a maximum of \$12,000 (which would not count against current paid leave accruals), for those hours the employee would have regularly been scheduled to work. Employees will not be permitted to supplement the 2/3rds pay from paid leave accruals.

D. EP SL Leave: Previously, employees were granted up to eighty (80) hours of EP SL leave (prorated by FTE). Each employee may use any EP SL leave accruals which were in their EP SL bank at the time of expiration, and which would have qualified under the EP SL eligibility terms of FFCRA prior to its expiration, as revised by the modified eligibility terms of the ARPA.

E. If an employee has exhausted their EP SL as of the date of this agreement, they will be granted a bank equaling sixteen (16) hours of leave to use if an employee experiences a medical side effect from taking a COVID-19 vaccine, including a booster, that prevents the employee from performing their job duties. If an employee is on a schedule where they regularly work in excess of eight (8) hours per day, the employee will receive a leave bank equal to two (2) days of paid leave. Unused accruals will expire June 30, 2022. All employees who have less than sixteen (16) hours or two (2) days at the time of this agreement will have their EP SL hours adjusted to bring them up to these leave totals.

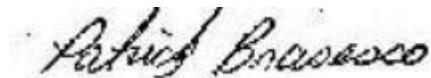
F. If the County directs an employee not to report to work, then the employee shall be paid for their regular hours in accordance with the terms of the applicable Collective Bargaining Agreement ("CBA"). If the County directs an employee not to report to work for a reason covered by EP SL, the employee shall be required to exhaust EP SL first. If an employee is quarantined by a healthcare provider, they are not considered to have been so directed by the County, but are unable to work onsite, and they must use leave balances as outlined in this MOA unless they can telework.

G. Any dispute related to enforcement of terms of this agreement is subject to the grievance procedure as described in FOPPO CBA.

H. If the County enters into an agreement with another bargaining unit or provides unrepresented employees with conditions or compensation that is substantively better than what is contained in this Agreement, it shall also extend those terms to FOPPO represented employees.

AGREED to this date, January, 20 2022.

For the Federation: For the County:



Pat Brasesco, President
FOPPO



Sally LaJoie, Labor Relations
Multnomah County