

**Letter of Agreement
Novel Coronavirus (COVID-19)**

This agreement is between Lane Council of Governments (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 LCOG S&DS employees work on the front lines every day to provide essential services and benefits of community members. Their work is often the last line of defense when consumers 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.

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 or the calling off of the public health emergency, employee telework requests will be presumed to be acceptable unless denied within seventy two business hours of the request. For this period, the only criteria an employer may use as basis to deny a telework or telecommute request will be whether the position is suitable for telecommuting or telework, availability of teleworking supplies such as laptops and cell phones, or network adequacy. If the employee disagrees with the Agency's decision, the employee may appeal the decision in writing to the LCOG Executive Director. The LCOG Executive Director's decision shall not be subject to the grievance procedure.

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 LCOG Human Resources Manager. The Human Resources Manager 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.

Temporary Staff

The Agency & SEIU recognize that this is an emergency circumstance as contemplated under the Collective Bargaining Agreement, Article 1.2 which may necessitate additional temporary workers to meet agency need. The parties also recognize that the nature of the emergency may have workload impacts that are beyond current capacity. Under this agreement and due to the nature of this emergency, both parties agree to extend the duration that a temporary worker may be employed to not more than twelve calendar months (2,080 hrs) for the term of this Agreement. Such extension will sunset on June 30, 2021.

School Closures

If an employee needs to be home because of a school closure, they shall be encouraged to telework if their positions are suitable for telework, supplies are available, and if the network can accommodate it. If telework is unavailable or if an employee chooses not to telework, these employees may use their own personal vacation time, sick leave, or leave without pay to cover this time. Additionally, these employees may borrow up to five (5) months' worth of future leave, either vacation leave, sick leave, or a combination thereof, not to exceed a combined total of eighty (80) hours. This leave shall be paid back at a rate of 50% of the amount of hours borrowed per month for each bank of leave until fully paid back by the employee. Payback of this leave shall begin the month after the employee returns to work after utilizing the borrowed leave. Employees on approved FMLA/OFLA may delay repayment of leave time until they are no longer on such leave or one (1) year, whichever is first. Employees may request donated leave to repay leave hours. An employee may donate sick or vacation leave time to another employee, per the LCOG Policy Manual. To qualify to use donated leave, an employee must reduce their sick leave balance down to forty (40) hours or less. The sick, vacation and/or personal leave time will be valued at the donating employee's current rate of pay, and then converted to the appropriate amount of time based on the requestor's current rate of pay. Employees will only be credited with the actual amount of donated leave to cover the period of absence.

Worksite Closures

If LCOG S&DS closes its operations or is unable to support a portion of operations due to Covid-19 concerns, affected employees may be administratively "laid off" so that employees may qualify for unemployment compensation. An affected employee may

elect to exhaust accrued leave as an alternative to lay off. LCOG will meet with SEIU representatives should a layoff be necessary, to discuss alternatives prior to implementing a layoff due to Covid-19 response. Thereafter, use of inclement weather/hazardous conditions leave for building closures or curtailments will be determined as outlined in the Inclement Weather/Hazardous Conditions Leave.

Vacation Caps Limits for Essential Staff

If an employee is determined to be essential and listed as such for the response to Covid-19, and as a result would exceed contractual limits on vacation time accrual, the employee caps on vacation accrual will be temporarily extended for the duration of the Covid-19 emergency.

Employees Needing Leave or Needing to Work from Home

Medically Mandated Employees. Employees who are medically mandated to remain at home because they have been exposed to the coronavirus shall be encouraged to telework if allowed by their medical professional, if their job is suitable for telework, if telework resources are available, and if the network can accommodate it. If one or more of the above factors does not allow for telework, the employee may use their own personal vacation time, sick leave, or leave without pay to cover this time. Employees may be asked for proof of medical mandate including the time period for which they are mandated to remain at home.

Self Quarantined Employees. Employees who believe they may have been exposed to or may have symptoms of the coronavirus and wish to self-quarantine, shall be encouraged to telework if their positions are suitable for telework, supplies are available, and if the network can accommodate it. If telework is unavailable or if an employee chooses not to telework, these employees may use their own personal vacation time, sick leave, or leave without pay to cover this time. Additionally, these employees may borrow up to five (5) months' worth of future leave, either vacation leave, sick leave, or a combination thereof, not to exceed a combined total of eighty (80) hours. This leave shall be paid back at a rate of 50% of the amount of hours borrowed per month for each bank of leave until fully paid back by the employee. Payback of this leave shall begin the month after the employee returns to work after utilizing the borrowed leave. Employees on approved FMLA/OFLA may delay repayment of leave time until they are no longer on such leave or one (1) year, whichever is first. Employees may request donated leave to repay leave hours. An employee may donate sick or vacation leave time to another employee, per the LCOG Policy Manual. To qualify to use donated leave, an employee must reduce their sick leave balance down to forty (40) hours or less. The sick, vacation and/or personal

leave time will be valued at the donating employee's current rate of pay, and then converted to the appropriate amount of time based on the requestor's current rate of pay. Employees will only be credited with the actual amount of donated leave to cover the period of absence.

Employees with Compromised Immune Systems and high-risk groups. Employees whose immune systems may be compromised for various medical reasons or employees who fall into a high-risk group and need to self-quarantine to avoid the risk of contracting the coronavirus shall be encouraged to telework if their position is suitable for telework, supplies are available, and if the network can support it. If telework is not an option, the employee may:

1. Use any of their accrued leave to cover the absence
2. Use leave without pay during their absence. If an employee chooses to use leave without pay the employee shall not be penalized.
3. Borrow up to five (5) months' worth of future leave, either vacation leave, sick leave, or a combination thereof, up not to exceed a combined total of eighty (80) hours. This leave shall be paid back at a rate of 50% per month for each bank of leave until fully paid back by the employee. Payback of this leave shall begin the month after the employee returns to work after utilizing the borrowed leave. Employees on approved FMLA/OFLA may delay the repayment of leave time until they are no longer on such leave or one (1) year, whichever is first. Employees may request donated leave to repay leave hours.
4. Request donated leave. An employee may donate sick, vacation, and/or personal leave time to another employee. To qualify to use donated leave, an employee must reduce their sick leave balance down to forty (40) hours or less. The sick, vacation and/or personal leave time will be valued at the donating employee's current rate of pay, and then converted to the appropriate amount of time based on the requestor's current rate of pay. Employees will only be credited with the actual amount of donated leave to cover the period of absence.

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.

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



For Lane Council of Governments

03/19/2020
Date



For SEIU Local 503

3/19/20
Date