

Memorandum of Understanding between

SEIU Local 503, OPEU (“Union”) and Oregon Supported Living Program (“Employer”)

Regarding COVID-19 (Nova Coronavirus)

The parties enter into the following agreement in response to ongoing health concerns presented by the COVID-19 virus.

RECITALS

- A) The parties share a mutual interest in assuring the health and safety of clients, families, staff and the community.
- B) Healthcare workers are on the front lines in the delivery of essential health services to clients in need.
- C) The decisions of the parties should be guided by the Centers for Disease Control and other public health agencies.

AGREEMENT

1. The parties will communicate updated policies within each organization as they are developed and distributed, with guidance from local, state and federal agencies.
2. If an employee is sent home by the Employer for exhibiting symptoms of COVID-19 while on the job, the employee will be advised to go home and self-monitor until symptom free for 48 hours. Any scheduled shifts missed due to the 48 hours monitoring period shall be paid Administrative Leave. Any employee who is quarantined by a doctor shall be paid for any missed shifts during that quarantine through Paid Administrative Leave. The Employer shall require a doctor’s clearance to be reinstated if the employee was quarantined by a medical professional.
3. The Employer will place employees on Paid Administrative Leave (leave not charged to the employee’s leave bank) if they have been exposed to COVID-19 on the job.
4. Employees who are able to work, but whose client has been hospitalized or otherwise unable to receive services shall receive Paid Administrative Leave until they can be reassigned. If an employee turns down reassignment the Paid Administrative Leave will end and the employee must use ETO.
5. When employees who are able to work, are mandated to work hours in addition to their regularly scheduled shifts, those mandated hours shall be limited to 4 hours per shift unless mutually agreed by the Employee and the Employer.
6. The Employer will endeavor to communicate to employees of potential risk by clients or other employees when it is reasonably known by the Employer.
7. Employees will endeavor to communicate to the Employer of confirm exposure if it is reasonably known by the employee, without any negative repercussions to their employment or benefits.

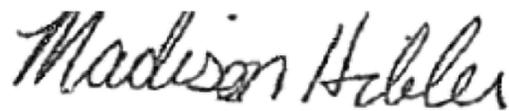
8. If employees, or individuals with whom they reside, have been ordered by a doctor or medical professional to self-quarantine, or otherwise must be excluded from the workplace or other public venues (including schools) the employer agrees to place the employee on "standby" with Paid Administrative Leave until such time the employee has been cleared for duty by a doctor or medical professional (with documentation), up to two (2) weeks, at which time the employee shall be rehired to their previous provision, with no loss of accrual or other benefits.
9. The employer will not use any absences from work due to illness for coronavirus, for the period March 1, 2020 through at least April 30, 2020 or a date mutually determined, to support any disciplinary action, nor any Letter of Expectation. Further, during this period, Employees who utilize ETO for flu-like symptoms shall have their ETO reimbursed if a medical professional determines that the illness is COVID-19. Absence due to coronavirus during this period shall not reduce FMLA/OFLA leave entitlements.
10. The exposed employee is required to follow work restrictions and follow-up procedures as instructed. If the employee fails to follow the procedures as directed, the employee may become ineligible for the paid Administrative Leave provisions of this policy.
11. If an employee is needed for the response to the coronavirus, and as a result would exceed contractual limits on vacation time accrual, the employee will be given an extended time to use the accrued vacation not to exceed 2 months or the opportunity upon notification to cash out vacation accrual excess so as to stay below the 240 hour cap not to exceed 2 weeks pay.
12. Personal Protective Equipment will be provided by the Employer, as set by guidelines by the Centers for Disease Control and ODDS, as supplies are available. Employees may be advised at that time of updated policies and procedures, recommendations and may be asked to sign an acknowledgement of such guidelines.
13. The Employer will provide to the Union the number of employees who have been placed on leave on a daily basis (as applicable).
14. In the event the federal government enacts legislation that provides for paid leave during the COVID-19 pandemic, such legislation will supersede this MOU.
15. In the event of significant financial changes, the Employer and the Union agree to reopen this MOU by April 30, 2020.

Signed by the Employer:



Date: 3/18/20

Signed by the Union:



Date:
3/18/20