

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

This agreement is between Oregon Cascades West Council of Governments (Employer), and the SEIU Local 503, OPEU (Union).

Purpose of this Agreement:

The purpose of this letter of agreement is to address working conditions for employees in response to the novel coronavirus.

Definitions

Incubation Period – For the novel coronavirus, this is a period of fourteen (14) days from the last possible exposure.

Social Distancing – Guidelines provided by the Centers for Disease Control and Oregon Public Health encouraging individuals to minimize contact with others by “minimizing contact with others, especially in large crowds.”

Temporary Expanded Telework Options

For the period March 1, 2020 until social distancing guidelines have been lifted, or a date mutually determined, employee telework requests will be presumed to be acceptable unless denied within seventy-two 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. Denied requests can be appealed to OCWCOG.

For the period March 1, 2020 until social distancing guidelines have been lifted, or a date mutually determined, employees who transition to teleworking and are required to make calls from their personal mobile device shall be provided with a cell phone or a \$30.00 per month cell phone allowance.

Staff Required On-Site

Employees designated as required on site will be provided all necessary and recommended safety equipment if required to work during an active outbreak of coronavirus. Employees who must report to a worksite and find themselves short on work, may be assigned to the Meals on Wheels program. Employees reporting to a worksite will have appropriate social distancing space.

Temporary Moratorium of Discipline for Sick Time or Leave With Out Pay (LWOP)

The employer will not use any absences from work due to illness for coronavirus or flu-like symptoms that present like coronavirus symptoms, for the period March 1, 2020 until social distancing guidelines have been lifted, or a date mutually determined, to support any disciplinary action, nor any Letter of Expectation.

Paid Administrative Leave

When exposure to the novel coronavirus has occurred, and it is determined through medical assessment that an employee, or individuals with whom they reside, must be excluded from the workplace or other public venues (including schools) during an incubation or quarantine period, the employee must notify their manager.

-If the employee’s manager determines that it is possible for the employee to work remotely during the incubation and quarantine period, this is permissible within the Employer’s discretion and shall not be unreasonably denied.

-If it is not possible for an employee to work remotely during the incubation and quarantine period, then the employee will receive Paid Time Off under the leave code 19.COVID until the employee completes the incubation and quarantine period and is released to return to work. 19.COVID leave pursuant to this policy is not charged against the employee’s paid time off balances.

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 leave provisions of this policy.

If a worksite is closed due to coronavirus, and employees are not able to work remotely, they will be in paid Administrative Leave status for the duration of the closure if telecommuting/telework is unavailable.

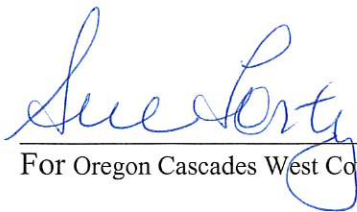
Access to Leave Banks

If an employee or individual(s) with whom they reside have flu-symptom illnesses, or existing FMLA- documentation related to a compromised immune system or respiratory issues, or attend a school or business which has been closed due to coronavirus quarantine, the employee (including temporary and trial service employees) shall be able to access up to 120 hours paid leave not yet accrued. Trial service employees shall have access to all their accrued paid leave. Such employees would also be eligible for donated leave.


In addition, these employees shall have access to any leave time that they are entitled to access under Article 25.

Exposure Risk

If there is a concern that an employee has been exposed to the novel coronavirus, the employee’s manager shall notify the employee and the union.



For Oregon Cascades West Council of Governments



For SEIU Local 503

3-19-2020

Date

3/19/20

Date