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

**Amended April 2, 2020**

This agreement is between the Coos Bay North Bend Water Board, (Employer) and the SEIU Local 503, OPEU (Union).

This Letter of Agreement shall supersede any conflicting provisions in either the collective bargaining agreements or the prior Letter of Agreement signed in March of 2020 for the duration of this Letter of Agreement. This letter of agreement is in effect until May 31, 2020, or until the State of Oregon declared state of emergency has been lifted, whichever comes first. If the State of Oregon declared state of emergency is not lifted by May 31, 2020, the Water Board and Union shall reconvene to discuss extension of the letter of agreement.

We recognize that Water Board employees work on the front lines every day to provide clean drinking Water to their local community.

**Incubation Period**—For the novel coronavirus (COVID-19), this is the period recommended by the CDC and local public health providers, currently 14 days from the last possible exposure.

**Essential Staff**

**All Water Board employees are considered essential to maintaining the Water Board’s services to the community.** The Water Board shall work to develop and maintain a list of essential services that it is responsible for providing. The list of essential services developed will list the employees responsible for those services and if part or any of those duties can be accomplished through telework. Employees also may be redirected to maintain those essential services. For employees who are subject to working out of class, the current collective bargaining agreement applies. All employees, whether working at home or working at the Water Board office are required to report to work and keep their immediate supervisor informed of their status and ability to work on a daily basis.

**CDC & Safety Equipment**

Employees will be provided all necessary and CDC required safety equipment **for their position** if required to work during an active outbreak of coronavirus**.** **If an employee believes they do not have CDC safety equipment to perform the duties of their position, they may request their supervisor to review their request.**  **Employees should inform their supervisor and/or the General Manager if they meet any of the high-risk criteria for COVID-19 as listed by the CDC.**

**Notification & Communication (Risk of Exposure)**

If an employee of the Water Board thinks they have been exposed to COVID-19 or came into close contact with someone who has COVID-19, they should let their supervisor know immediately. The Water Board may direct an employee who it thinks has been exposed to or contracted COVID-19 to leave or stay away from work.

If management has knowledge that an employee may have been exposed to the novel coronavirus, the employee’s manager shall notify the employee within one **(1)** business day.

Any employee who has been exposed to or has had possible exposure to COVID-19 is strongly encouraged to seek medical attention.  The Water Board may direct an employee who the Water Board knows or suspects may have been exposed to or contracted COVID-19 to go to home and stay away from work.

**Temporary Expanded Telework Options**

Employee’s may request to telework or the Water Board may require employees to telework if essential work can be completed off site. Request will be reviewed on a case-by-case basis and approved by the General Manager and/or their designee. The only criteria the Water Board 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 Water Board’s decision, the employee may appeal the decision in writing to the General Manager within five (5) calendar days of receipt of the decision. The General Manager’s decision shall not be** subject to the grievance procedure.

**Social Distancing for Employees Required to be on Water Board Property**

For employees who are required to be on Water Board property when at work, all such employees shall follow and maintain the current social distancing policies adopted by the state whenever possible, consistent with the guidance from the Oregon Health Authority.

The General Manager of the Water Board, or his designee, shall be responsible for establishing, implementing and enforcing social distancing policies, consistent with the guidance from the Oregon Health Authority.

**Changing or potential circumstances for rotational emergency operations protocol**

As the Water Board’s state of operations and the State of Oregon’s administrative response to COVID-19 is subject to change, the Water Board may require employees to stay home due to changed conditions, adopt more strategic or advantageous social distancing policies and/or be on call for emergencies only. If this situation arises, Water Board employees who are asked to stay home for on call circumstances will be paid their regular pay up to 40 hours per week during what is considered normal business hours. For all work completed or on call status outside of normal business hours, the current collective bargaining agreement applies. The above rules governing on call emergency situations are subject to the provisions contained under the section titled Applicable Administrative Leave, and will remain in effect until further modified by the Water Board.

**Employee Leave**

Employees who are ill for any reason are required to stay at home until fully recovered and medically able to come back to work. Any employee affected by COVID-19 as a serious health condition or other OFLA eligible determination qualifies for OFLA leave per the Water Board’s family leave policy and leave under the Families First Coronavirus Response Act (FFCRA). The State of Oregon may put temporary administrative orders in place for additional approval of types of leave covered under OFLA during this time. The Water Board will adhere to those orders and apply them appropriately if leave that is offered does not already exceed said order. Employees affected by this declared state of emergency may choose to use one of the temporary leave status’ explained or use their accrued leave to cover time away from work that is not already covered. Employees who utilize all leave available to them during this time and do not have enough accrued leave to cover their absence may use time donated by other employees if available.

The FFCRA includes two types of leave Emergency Paid Sick Leave (EPSL) and Emergency Family and Medical Leave Expansion Act (EFMLEA).

The Federal rules for Temporary Emergency Paid Sick Leave are as follows:

1.   The leave applies to all Employers with 1 to 500 employees;

2.   The leave is IN ADDITION to all other paid leave offered by the Employer up to 80 hours;

3.   Employees can use their Temporary Emergency Paid Sick Leave first, before other available type of leave;

4.   Employees are entitled to take paid sick time for the list below (Qualifying Reasons for Paid Sick Leave):

The Federal rules for Emergency Family and Medical Leave Expansion Act (EFMLEA). – are as follows:

1. An employee must have worked for 30 days before becoming eligible to take this leave;
2. The length of the leave is up to twelve (12) weeks;
3. The reason for taking this leave is limited to an employee who is unable to work or telework from home due to a need for leave to care for a child **of the employee**, **under the age of 18**, if the school or place of care for the child has been closed or the child care provider of the child is unavailable due to a public health emergency;
4. This leave is limited to “an emergency with respect to COVID-19 declared by federal, state or local authority;
5. There is no requirement that an eligible employee work a minimum number of hours;
6. The first 10 days of this leave is unpaid, but an employee can choose to use their accumulated sick leave, vacation leave or other paid leave for the first 10 days (including EPSL).  The employer cannot require the employee to use other available leave for the first 10 days, using accumulated leave or not is up to the employee.
7. After the first 10 days of leave, the Employer **must** pay the employee paid leave for each additional day off work.
8. This leave runs concurrent with OFLA leave.

To utilize this leave, employees must meet one of the following criteria:

Qualifying Reasons for Paid Sick Leave

1. *Quarantine* — to comply with a federal, Oregon or local quarantine or isolation order related to COVID-19. This does not include situations where a city or county orders its residents to “shelter in place”.
2. *Self-Quarantine* — to self-quarantine, if the employee has been advised to do so by a local healthcare provider.
3. *Diagnosis or Treatment* — to obtain a medical diagnosis or treatment if the employee is experiencing symptoms of COVID-19.
4. *Care for a Quarantined Individual* — to care for an individual required to be quarantined or advised to be quarantined.
5. *Child Care* — to care for an employee’s son or daughter if the son or daughter’s school or child care provider has been closed or is unavailable due to COVID-19-related issues.
6. *Substantially Similar Care* — to care for a substantially similar condition, as determined by the secretary of health and human services.

The Water Board will offer 160 hours of fully paid sick leave for any reason under the qualifying reasons for paid sick leave through December 30, 2020. For additional time under EFMLEA (school or day care closings), pay 100% of the employee’s salary up to 3/4 of their accruals for an additional 8 weeks prior to September 13, 2020. The other 1/4 can be made up using the employees’ accrued sick, vacation, or compensatory leave, or leave donated from other employees.

This leave offer is effective from the Water Board to its employees effective March 23, 2020

The employee and/or their supervisor must fill out the applicable leave forms to utilize leave under the FFCRA.

**Worsening Threat**

This letter of Agreement is subject to suspension or modification should the Governor of the State of Oregon issue additional or other Executive Orders to address COVID-19 matters.

**Future Bargaining**

This Letter of Agreement shall not establish any precedent in the negotiation of any future agreements either on any of the subjects addressed herein or on any other subjects of mandatory bargaining.

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Coos Bay-North Bend Water Board SEIU

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Date Date