

Letter of Agreement

Novel Coronavirus (COVID-19)

This agreement is between Cascade AIDS Project, hereinafter referred to as the "Employer", and the SEIU Local 503, OPEU, hereinafter referred to as the "Union". This Letter of Agreement shall supersede any conflicting provisions in the collective bargaining agreements for the duration of the Letter of Agreement.

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 23, 2020 through at least May 29, 2020, employee telework requests will be presumed to be acceptable unless denied within seventy-two hours of the request. For this period, the only criteria the 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 may be appealed to the Human Resources Department and/ or the Chief Executive Officer within five (5) working days. Employee may extend the telework option at its discretion. Employer reserves the right to extend the telework option or to require employees to return to work at any point if indicated by state or local health authorities that such action is appropriate. Employees required to return to work will receive at least five (5) working days of notice.

Essential Staff

Employer shall maintain a list of essential employees (employees who are required to report to work on site or at a usual place of work) and will provide them with appropriate training as well as all available, necessary and appropriate, CDC or OHA recommended training, safety equipment, supplies, and personal protective equipment for the job role. 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 age, immune system, respiratory issues, or heart conditions. Such appeals will go to the Human Resources Department and/ or the Chief Executive Officer. The Human Resources Department and/ or the Chief Executive Officer shall respond in writing within five (5) working days to the employee and management regarding the outcome of such appeals. This answer is not subject to the grievance procedure.

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Paid Leave

When exposure to the novel coronavirus has occurred, and it is determined 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 as soon as possible.

- If the employee's supervisor 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 or declined by the employee.
- If it is not possible for an employee to work remotely during the incubation and quarantine period, then the employee may be entitled to access the following paid leave: (1) Emergency Paid Sick Leave (up to 80 hours effective through December 31, 2020), or (2) CAP's paid medical and family leave policy (set forth in Section 6.03 of the Personnel Policy Manual ("CAP Medical Leave Policy")); until the employee completes the incubation and quarantine period and returns to work.
- Leave accessed pursuant to the Emergency Paid Sick Leave or CAP's Paid Medical Leave policy when the leave is contiguous is not charged against the employee's paid time off balances. The exposed employee is required to follow work restrictions including access to telework where authorized by the employer, and follow-up procedures as instructed. If the employee fails to follow the procedures as directed, the employee may become ineligible for the CAP Medical Leave Policy. Employee must exhaust Emergency Paid Sick Leave before accessing leave under the CAP Medical Leave Policy.

School Closure

If an employee is unable to work (whether on company premises or remotely) due to a need to care for a child who is under the age of 18 and whose school or childcare provider is closed or unavailable because a federal, state or local authority has declared a COVID-19-related emergency, may access paid leave pursuant to the Emergency Family Medical Leave Expansion Act.

Access to Leave Banks

If an employee or individual(s) with whom they reside have flu-symptom illnesses, or existing documentation related to a compromised immune system or respiratory issues, or attend a school or business that has been closed due to coronavirus quarantine, the employee (including temporary and trial service employees) shall be able to access any paid health and vacation leave accrued. Trial service employees shall have access to all their accrued paid leave. Such employees would also be eligible for donated leave through the Wellness Pool. In addition, employees shall have access to any leave time that they are entitled to access under Article 18. Employer agrees to lift all restrictions on accessing longevity leave for employees who have received such award. During this period, longevity leave may be used in less than one-week increments.

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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. Employee must notify their manager immediately or as timely as possible. Employee, at their option, may notify the Union.

So Agreed:



Tyler TerMeer for Cascade AIDS Project,

Melissa Unger for SEIU Local 503

