

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 effective as of the date of the last signature below and continuing until May 31, 2021, or as extended by agreement of the parties. Both parties will begin discussions regarding extension of this Letter of Agreement no later than the first UEC-Management meeting in May 2021.

COVID-19 Policy & Protocols:

Employer affirms the guidance set forth in the “**COVID-19 Policy & Protocols**” attached here to as **Exhibit 1**. Employer reserves the right to update COVID safety protocols based upon CDC or local health authority guidance.

Telework & Remote Work

All employees are hereby granted permission to telework through the duration of this LOA. All employees are subject to the Telework and Remote Work Policies (sections 1.22 and 1.23 of the Personnel Policy Manual). Employer reserves the right to recall all essential staff for on-site work as determined to be necessary by Employer to achieve our mission. Employer shall give employees five (5) business days’ notice of any recall to onsite work. Said notice will apply when the hours CAP is open to clients for onsite services change (if hours on current onsite days are expanded or when additional onsite service days are added) or if there are newly mandated in-person work events or activities required outside of onsite shifts. Employees who previously received notice for onsite work will not be entitled to five (5) additional days of notice if they are required for staffing coverage within CAP’s current onsite hours.

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). Essential employees shall be notified of this essential staff designation in writing. Union and Employer agree that notification of essential staff designation previously provided shall remain in effect. Employer may change an employee's status to essential at any time. After an employee's status has been designated as essential, the employee will have 24-hours from the time they are notified of their essential 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. The Human Resources Department shall respond in writing within 5 working days to the employee and Employer regarding the outcome of such appeals. This determination is not subject to the grievance procedure.

Access To Paid Leave & CAP Leave Banks

Employer affirms the rights of Employees to access all paid leave options set forth in the “**COVID19 CAP Leave Options 2021 Update**” attached here as **Exhibit 2**. 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.

Trial Employee Access to Leave Banks

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, these employees shall have access to any leave time that they are entitled to access under Article 18.

Exposure Risk

All personnel shall follow the procedures set forth in the **COVID-19 Policy & Protocols**. Employee, at their option, may notify the Union.

Mental Health Leave

Employer agrees to provide more information on the use of existing health leave benefits which allows for the use of such benefits for mental health purposes.

For the period of the LOA, Employer shall close for operations on the first and third Fridays of the month for the last four (4) hours of the standard eight (8) hour workday (e.g., from 1:00pm to 5:00pm) subject to the conditions listed below. This closure is specifically for the purpose of supporting Employees to focus on individual wellbeing and mental health. This time does not accrue and shall not be considered a new benefit for employees. This time off may be staggered to alternate Fridays for agency need.

Employees who wish to avail themselves of this paid time, must meet the following requirements:

- To be eligible for these half days off, staff must be above .80 FTE, work a 5-day work week, and be regularly scheduled to work on Fridays.
- The portion of time the eligible Employee is scheduled during these times is considered work time solely for wellbeing and self-care that the Employee might not otherwise be able to make time for otherwise.
- If Employee is on vacation or leave during this time, there is no rescheduling or alternate schedule adjustment available.
- Employer reserves the right to recall Employees to work if required to meet needs of agency.

Performance Expectations


In recognition that pre-pandemic performance expectations may not be realistic during this time, supervisors will work in good faith with employees to understand any challenges experienced by employee and support and coach employees before engaging in the progressive discipline process.

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Cellphone/Telework Stipend

Employer agrees to increase existing cellphone stipend of \$35 per month to \$70 per month for all employees who receive said stipend to assist staff with added expenses relating to tele-work during the period of this LOA.

Tyler TerMeer
Tyler TerMeer for Cascade AIDS Project


Melissa Unger (Mar 24, 2021 17:13 PDT)
Melissa Unger for SEIU Local 503

03-30-2021 | 6:06 AM PDT

Date

Mar 24, 2021

Date

Exhibit 1
COVID-19 Policy & Protocols

Exhibit 2
COVID-19 Leave Options with CAP





21.3.24 CAP LOA Union proposal 3.17.2021

Final Audit Report

2021-03-25

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