

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

This agreement is between the State of Oregon, acting through its Department of Administrative Services (Employer) and the Association of Engineering Employees of Oregon (Association).

This Letter of Agreement shall supersede any conflicting provisions in the collective bargaining agreements for the duration of this Letter of Agreement.

We recognize that state of Oregon employees work on the front lines every day to provide essential services and benefits of Oregonians. Their work is often the last line of defense when Oregonians are faced with an emergency.

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 1, 2020 through at least June 30, 2020 or a date mutually agreed upon, unless this LOA is revoked due to increased level of emergency, employee telework requests will be presumed to be acceptable unless denied within seventy-two (72) 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, availability of teleworking supplies such as but not limited to laptops and cell phones, or network adequacy. If the employee disagrees with the Agency's decision, the employee may appeal the decision in writing to the DAS/LRU within five (5) calendar days of receipt of the Agency's decision. The DAS/LRU decision shall not be subject to the grievance procedure.

### **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 don't have CDC safety equipment to perform the duties of their position, they may request the Agency to review their request.

### **Essential Staff**

The Agency shall maintain a list of essential employees (employees who are required to report to work). 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 twenty-four (24) hours from the time they are notified of their new status to appeal that decision based on health conditions, such as immune system, respiratory issues, or heart conditions. Such appeals will go to the Agency's Human Resources Department. The Human Resources Department 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.

### **School/Childcare Provider Closures**

If an employee needs to be home because of a school and/or Childcare Provider closure, they shall be encouraged to telework if their positions are suitable for telework, supplies are available, and if the network can accommodate it. If telework is unavailable or if an employee chooses not to telework, these employees may use their own personal vacation time, sick leave, or leave without pay to cover this time. Additionally, these employees may borrow up to five (5) months' worth of future leave, either vacation leave, sick leave, or a combination thereof, not to exceed a combined total of eighty (80) hours. This leave shall be paid back at a rate of 50% of the amount of hours borrowed per month for each bank of leave until fully paid back by the employee. Payback of this leave shall begin the month after the employee returns to work after utilizing the borrowed leave. Employees on approved FMLA/OFLA may delay repayment of leave time until they are no longer on such leave or one (1) year, whichever is first. Employees may request donated leave to repay leave hours. An employee may donate sick and/or vacation time to another employee. To qualify to use donated leave, an employee must reduce their sick leave balance down to forty (40) hours or less. The sick and/or vacation time will be valued at the donating employee's current rate of pay, and then converted to the appropriate amount of time based on the requestor's current rate of pay. Employees will only be credited with the actual amount of donated leave to cover the period of absence.

### **Worksite Closures**

If an Agency closes its operations, employees may use paid administrative leave not to exceed eighty (80) hours. Thereafter, use of inclement weather/hazardous conditions leave for building closures or curtailments will be determined as outlined in the Inclement Weather/Hazardous Conditions Leave.

### **Vacation Caps and Cash Out Limits for Essential Staff**

If an employee is needed for the response to the coronavirus, and as a result would exceed contractual limits on vacation time accrual, the request for vacation payout shall be approved without the employee needing to request vacation time.

### **Employees Needing Leave or Needing to Work from Home**

**Medically Mandated Employees.** Employees who are medically mandated to remain at home because they have been exposed to the coronavirus shall be encouraged to telework if allowed by their medical professional, if their job is suitable for telework, if telework resources are available, and if the network can accommodate it. If one or more of the above factors does not allow for telework, the employee shall be placed on paid administrative leave until the employee is medically released to work. Employees may be asked for proof of medical mandate including the time period for which they are mandated to remain at home, however they will not need to be separately released to return to work.

### **Self-Quarantined Employees**

Employees who believe they may have been exposed to or may have symptoms of the coronavirus and wish to self-quarantine, shall be encouraged to telework if their positions are suitable for telework, supplies are available, and if the network can accommodate it. If telework is unavailable or if an employee chooses not to telework, these employees may use their own personal vacation time, sick leave, or leave without pay to cover this time. Additionally, these employees may borrow up to five (5) months' worth of future leave, either vacation leave, sick

leave, or a combination thereof, not to exceed a combined total of eighty (80) hours. This leave shall be paid back at a rate of 50% of the amount of hours borrowed per month for each bank of leave until fully paid back by the employee. Payback of this leave shall begin the month after the employee returns to work after utilizing the borrowed leave. Employees on approved FMLA/OFLA may delay repayment of leave time until they are no longer on such leave or one (1) year, whichever is first. Employees may request donated leave to repay leave hours. An employee may donate sick and/or vacation-time to another employee. To qualify to use donated leave, an employee must reduce their sick leave balance down to forty (40) hours or less. The sick and/or vacation time will be valued at the donating employee's current rate of pay, and then converted to the appropriate amount of time based on the requestor's current rate of pay. Employees will only be credited with the actual amount of donated leave to cover the period of absence.

If telework is available for the employee and the employee turns down the telework, the employee may only use their own earned leave or leave without pay to cover their absence. No employee under this category shall be penalized for using leave without pay for this purpose under this Letter of Agreement. The use of leave by self-quarantining under this Letter of Agreement is allowable for one continuous incubation period, understanding that leave may need to extend beyond fourteen (14) days in certain circumstances.

#### **Employees with Compromised Immune Systems and high-risk groups**

Employees whose immune systems may be compromised for various medical reasons or employees who fall into a high-risk group and need to self-quarantine to avoid the risk of contracting the coronavirus shall be encouraged to telework if their position is suitable for telework, supplies are available, and if the network can support it. If telework is not an option, the employee may:

1. Use any of their accrued leave to cover the absence
2. Use leave without pay during their absence. If an employee chooses to use leave without pay the employee shall not be penalized.
3. Borrow up to five (5) months' worth of future leave, either vacation leave, sick leave, or a combination thereof, up not to exceed a combined total of eighty (80) hours. This leave shall be paid back at a rate of 50% per month for each bank of leave until fully paid back by the employee. Payback of this leave shall begin the month after the employee returns to work after utilizing the borrowed leave. Employees on approved FMLA/OFLA may delay the repayment of leave time until they are no longer on such leave or one (1) year, whichever is first. Employees may request donated leave to repay leave hours.
4. Request donated leave. An employee may donate sick and/or vacation time to another employee. To qualify to use donated leave, an employee must reduce their sick leave balance down to forty (40) hours or less. The sick-and/or vacation time will be valued at the donating employee's current rate of pay, and then converted to the appropriate amount of time based on the requestor's current rate of pay. Employees will only be credited with the actual amount of donated leave to cover the period of absence.

**Exposure to Risk**

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. The manager will review the options available under the “Self-Quarantined Employees” section of this LOA.

**Worsening Threat**

Pursuant to ORS 401.168, which gives the Governor broad authority over executive agencies during a state of emergency, this Letter of Agreement is subject to suspension or modification should the Governor determine it necessary without further notice or obligation to bargain.

**Future Bargaining**

This agreement shall not establish a precedent in the negotiation of any future agreements on the subjects addressed herein.

**Me Too**

If the Employer bargains a more generous benefit with another Union/Association, the Employer will notify the Association in writing and, upon request, discuss the agreement reached with the other Union/Association.

This Letter of Agreement is effective retroactive to March 13, 2020 and will sunset on June 30, 2020, unless extended or modified by mutual agreement.

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For the State of Oregon, DAS

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For AEE

3/27/20

3-27-20

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Date

\_\_\_\_\_  
Date

## Appendix A

### LETTER OF AGREEMENT #7 – INCLEMENT WEATHER/HAZARDOUS CONDITIONS LEAVE

This Letter of Agreement shall apply to all FLSA non-exempt employees.

This Letter of Agreement does not apply to:

- FLSA exempt employees.
- Employees designated by the Agency to report to work during a closure.

When the Department of Administrative Services/Agency chooses to close or curtail an office or facility before the start of an employee's work day, one (1) of the following options will be implemented:

Section 1. In the event of a curtailment (delayed opening), the employee shall be allowed to access inclement weather leave for up to one half (1/2) of their regular work day for up to forty (40) hours a biennium.

a. Section 2. Full Day Closure. In the event of a full day closure, the employee will work from home or alternate work location for at least one half (1/2) of their regular work day. The balance of the employee's work day will be on inclement weather leave for up to forty (40) hours a biennium.

b. If no work is available or the employee is unable to work from home or alternate work location, the employee will use accrued vacation hours, compensatory time off, personal leave time or leave without pay for at least one half (1/2) of their regular work day. The balance of the employee's work day will be on inclement weather/hazardous conditions leave not to exceed forty (40) hours a biennium.

c. The employee may, with Agency prior approval, temporarily adjust their work hours during the same workweek to make up for hours not worked. The Agency shall not suffer any overtime or penalty payments as a result of this schedule change.

d. Once the forty (40) hours of inclement weather/hazardous conditions leave is used, and there are more Agency closures during the biennium, the employee will use accrued

vacation hours, personal leave or compensatory time off, leave without pay or, with prior Agency approval, temporarily adjust their work hours during the same workweek. The Agency shall not suffer any overtime or other penalty payments as a result of the change in schedule.

e. Employees will not be eligible for inclement/hazardous conditions leave when their regular days off occur on a day the Agency closes an office or facility, or when the employee is on prescheduled leave.

f. Inclement weather/hazardous conditions leave shall not count as hours worked for the purpose of overtime calculations.

g. Inclement weather/hazardous conditions leave not used during a biennium will be lost and will not be rolled over into the next biennium. Inclement weather/hazardous conditions leave is not compensable if the employee separates from state service.

h. Part-time employees will receive a prorated amount of inclement weather leave when applicable.

i. When, in the judgment of the Agency, inclement weather/hazardous conditions require the closing of an office or facility following the beginning of an employee's shift, the employee shall be paid for the remainder of the shift.

Section 3. Use of inclement weather leave for either curtailments or full day openings shall not exceed a combined total of forty (40) hours per biennium.