Memorandum Of Agreement

Extensions to Sick Leave Borrowing, and Emergency Paid Sick Leave Sick Leave (EPSL)

I.
Parties to the Agreement

The parties to this Memorandum of Agreement (hereafter referred to as "MOA") are Multnomah County, Oregon, (hereinafter referred to as "County"), and Local 88 of the American Federation of State, County and Municipal Employees, AFL-CIO, (hereinafter referred to as "Union").

II.
Background

On January 12, 2021, the County and Union mutually agreed to a **Memorandum of Agreement (MOA) of Response to COVID-19 Novel Coronavirus** in which a **Sick Leave Borrowing Program** was established. This MOA allowed employees impacted by COVID-19, who may have limited or no banked accrued paid leave, innovative options for mitigating the impact of absence from work. This MOA was to terminate upon termination of the Declaration of Emergency. The COVID-19 Emergency Declaration was lifted effective April 1, 2022.

In compliance with the Families First Coronavirus Response Act (FFCRA), the County provided its employees with protected paid leave during the COVID-19 public health emergency, effective May 1, 2021 through September 30, 2021. On September 20, 2021, the County and Union mutually agreed to a **Memorandum of Agreement (MOA) of COVID-19 Vaccine** in efforts to keep our workforce, our clients and customers, and the entire community as safe and healthy as possible. In this MOA, the parties agreed to extend the term regarding **Emergency Paid Sick Leave (EPSL)** to allow employees to carry over and use any existing leave balance through June 30, 2022.

III.
Agreement

1. This agreement applies to members of Oregon AFSCME Local 88 and all of its sub-locals, including the General Unit 88-0, the Physicians Unit 88-2, the Dentists Unit 88-5, JCSS Unit 88-5, and the Pharmacists Unit, 88-4.

2. The terms of the Sick Leave Borrow Program and Emergency Paid Sick Leave, as outlined below, are hereby extended through September 30, 2022.

3. **Sick Leave Borrowing:**

A. For the period of January 12, 2021 and extended through September 30, 2022, the following leave borrowing program will be in effect.

B. In order to participate, employees must meet the following eligibility requirements:

1. Employee holds a full- or part-time trial service or regular status, limited duration, on-call or temporary position with the County and is entitled to accrue sick and/or vacation leave,

2. Without leave borrowing, the absence will result in all, or a portion, of the time charged as leave without pay, and

3. Either,

a. The employee or a member of the employee's immediate household has symptoms of flu-like illness or is recovering from flu-like symptoms, and is within the incubation quarantine period as recommended by CDC, or

b. The employee has a child whose school or childcare facility has been closed by a public official due to COVID-19.

C. Employees who meet the eligibility requirements above shall be allowed to participate in the leave borrowing program subject to the following terms and conditions:

1. Borrowed leave may only be used for purposes identified in the eligibility criteria described above.

2a. Part- and full-time trial service and regular status employees may borrow up to a maximum of eighty (80) total hours of paid leave to cover leave without pay status. The first forty (40) hours will be charged to future sick leave accruals. Up to forty (40) subsequent hours will be charged to future vacation accruals.

2b. Limited Duration, On-Call and Temporary status employees may borrow paid leave equal to the average number of hours worked per month over the previous three (3) months.

3. Absence covered by the borrowed leave program may not exceed two episodes. If an employee is absent for more than one episode, the eighty (80) hour maximum applies to the total of the two episodes allowed.

4. Employees may submit sooner than, but must submit the request to borrow against future leave accruals to their supervisor no later than within thirty (30) calendar days of their return to work from an eligible absence. Requests must be submitted using the attached form, which is considered a part of this MOA.

5. Payment will only be made as part of a regular payday. The date of payment to employees who are approved to borrow against future leave accruals under the provision of this MOA will be dependent upon the date the request is received by the County Payroll Unit.

6. Employees who borrow against future leave accruals will have the future sick and vacation leave accruals charged against the respective negative balances until the borrowed amount of leave is fully repaid. For example, if an employee needs to borrow forty (40) hours of leave to cover an eligible absence, in accordance with Paragraph C.2. above, all forty (40) hours will be charged to future sick leave accruals. If the employee accrues four (4) hours of sick leave per pay period, it would take ten (10) pay periods (4 x 10 = 40) to pay back the borrowed sick leave amount. If the employee needs to borrow an additional forty (40) hours of vacation, and the employee accrues five (5) hours of vacation leave per pay period, it would take eight (8) pay periods (5 x 8 = 40) to pay back the borrowed vacation leave. Sick leave and vacation leave accrual repayments will occur concurrently.

7. If an employee, who had not used the total maximum eighty (80) hours and/or two (2) episodes, charged time to leave without pay leave between April 1, 2022 and the executive of this agreement for above described eligibility requirements, they may re-code their leave in Workday to borrow from future accruals and recoup lost compensation in an equivalent amount of hours that were unpaid.

8. Employees who terminate employment, either voluntarily or involuntarily, prior to all borrowed time being repaid will have an amount equal to the value of the time still owed deducted from their final paycheck.

4. **Emergency Paid Sick Leave (EPSL):**

A. For the period of May 1, 2021 and extended through September 30, 2022, the following emergency paid sick leave (EPSL) will be in effect.

B. All employees are eligible for EPSL regardless of whether they are in regular, trial service, limited duration, on-call or temporary status.

C. Existing EPSL leave balance as of June 30, 2022 will be carried over to September 30, 2022. Unused ESPL leave balance will be forfeited effective October 1, 2022.

D. If an employee has exhausted their EPSL as of the date of July 1, 2022, no additional EPSL hours will be granted.

E. Employees hired between July 1, 2022 and September 30, 2022, will be granted an EPSL accrual bank equaling sixteen (16) hours of leave.

F. Employees may use EPSL for one of the following covered reasons:

1. The employee is subject to a Federal, State, or local quarantine or isolation order related to COVID-19.
2. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
3. The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
4. The employee is caring for an individual who has been advised to self-quarantine or is experiencing symptoms of COVID-19.
5. The employee is caring for a child if the school or place of care has been closed, or the child-care provider is unavailable, due to COVID-19 precautions.
6. The employee is experiencing any other substantially similar condition to COVID-19 specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.
7. Obtaining a COVID-19 vaccine, including a booster.
8. Recovering from any illness or condition related to the COVID-19 vaccine / booster.
9. Seeking or awaiting the results of a COVID-19 diagnosis or test if either the employee has been exposed to COVID-19 or the employer requested the test or diagnosis.

H. If an employee used their own banked leave between July 1, 2022 and the execution of this Agreement for an EPSL qualifying circumstance, they may re-code their leave in Workday as EPSL leave and recoup their banked leave in an equivalent amount to what was utilized.

5. **Use of Sick Leave Discipline**: For the duration of this agreement, the County will not use absence due to illness for COVID-19 or flu-like symptoms as a basis for employee discipline unless the County can establish that the employee has provided misleadingly, incomplete, or false information to the County.

6. This MOE is subject to the requirements of the Oregon Sick Time Law.

7. **Term of Agreement**: The term of this Agreement shall be retroactive to July 1, 2022 and shall continue in full force through September 30, 2022. After September 30, 2022, these leave programs shall be discontinued unless re-authorized by written agreement between the parties. Furthermore, members' rights to supplement unpaid or partially paid leave shall immediately revert to the contractual provisions of the CBAs.

8. If the County enters into an agreement with another bargaining unit or provides unrepresented employees with conditions or compensation that is substantively better than what is contained in this Agreement, it shall also extend those terms to AFSCME represented employees.

9. This settlement agreement is not precedent setting.

AGREED to this date, August ___, 2022.

For the Union:

Eben Pullman, Council Rep.
AFSCME Local 88

For the County:

Cessa Diaz, Interim Labor Relations Dir.
Multnomah County