**DRAFT**

**Letter of Agreement**

**Between AFSCME and State of Oregon**

**Purpose**

The purpose of this policy is to address work restrictions and pay provisions for employees who have been or may have been exposed to the novel coronavirus.

**Applicability**

This agreement covers AFSCME Central Table and DOC Locals, and all employees who are employed by the State of Oregon and covered by an AFSCME Central Table or DOC collective bargaining agreement.

**Definitions**

Incubation Period – For the novel coronavirus, this is a period of 14 days from the last possible exposure.

**Temporary Expanded Telework Options**

For the period March 1, 2020 through at least June 30, 2020 or a date mutually determined, employee telework requests will be presumed to be acceptable unless denied within seventy two 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. Denied requests can be elevated to DAS LRU.

**Vacation Accruals and Cashouts Limits**

If an employee is needed for the response to the coronavirus, and as a result would exceed contractual limits on vacation accrual, the limits to vacation accrual and cash out will be waived.

**Temporary Moratorium of Discipline for Sick Time or LWOP**

The employer will not use any absences from work due to illness for coronavirus or flu-like symptoms that present like coronavirus symptoms, for the period March 1, 2020 through at least June 30, 2020 or a date mutually determined, to support any disciplinary action, nor any Letter of Expectation. Further, during this period, employees will not be required to provide medical verification for use of sick leave benefits. Absence due to coronavirus or flu-like symptoms during this period shall not reduce FMLA/OFLA leave entitlements.

**Paid Administrative Leave**

When exposure to the novel coronavirus has occurred, and it is determined through medical assessment that an employee must be excluded from the workplace during an incubation period, the employee must notify their manager.

-If the employee’s manager determines that it is possible for the employee to work remotely during the incubation period, this is permissible within the State’s discretion and shall not be unreasonably denied.

-If it is not possible for an employee to work remotely during the incubation period, then the employee will receive Paid Administrative Time Off until the employee completes the incubation period and returns to work. Paid Administrative Leave pursuant to this policy is not charged against the employee’s paid time off balances.

The exposed employee is required to follow work restrictions and follow-up procedures as instructed. If the employee fails to follow the procedures as directed, the employee may become ineligible for the paid Administrative Leave provisions of this policy.

**Exposure Risk**

If there is a concern that an employee has been exposed to the novel coronavirus, the employee’s manager should refer their employee to their physician. The physician will make an assessment regarding whether the employee needs to be excluded from the workplace or whether other precautions would permit the employee to continue working.

**Notice**

The State will notify employees and the union if the employee has been exposed to the coronavirus.

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For State of Oregon, DAS For AFSCME

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Date Date