

Memorandum Of Agreement

COVID-19 Vaccine

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

The County and Union have a mutual desire to keep our workforce, our clients and customers, and the entire community as safe and healthy as possible. The Governor of Oregon has ordered that all healthcare personnel and school staff in K-12 schools be fully vaccinated. She has set a deadline for both groups of October 18, 2021, or six weeks after the U.S. Food and Drug Administration grants full approval for one of the vaccines, whichever is later. The County intends to implement and meet this requirement by the deadline set by the Governor and apply it to all County employees.

THEREFORE, the parties have reached the following Agreement:

III. Agreement

A. Employees are required to report their COVID-19 vaccination status for their initial doses from August 26, 2021 to September 10, 2021, and provide updates to vaccination status as needed if their status changes. Employees are required to receive and report any recommended boosters for the vaccine as directed by the County. Only Central and Department Human Resources Staff and managers with a need to know, will be privy to this information. The County will provide regular updates to employees who have not submitted proof of vaccination regarding vaccination clinics and locations available in the Multnomah County area.

B. Employees that do not become fully vaccinated by October 18, 2021, for COVID-19, will be deemed to no longer meet the minimum requirements for employment at the County and will be laid off. Employees that do not submit their vaccine status by October 13, 2021, will be assumed to be unvaccinated and will be laid off effective October 18, 2021. The parties agree to the following variance from the Layoff and Recall procedures identified in each of the Collective Bargaining Agreements. If an employee submits that they are fully vaccinated after October 13, 2021 but by October 17, 2021, then they will be automatically recalled to their last assignment. If an employee submits proof of vaccination on or after October 18 and their assignment has not yet been filled, they will be recalled to their last assignment. Otherwise an employee will be recalled in the manner described in their applicable CBA once they have provided notice to the County that they are fully vaccinated.

C. Employees that are laid off will be placed on recall lists for two years from the date they notify the County that they are fully vaccinated. An employee must complete vaccination requirements by October 18, 2023, to be eligible for placement on the recall list. If they subsequently become fully vaccinated, they can contact Human Resources to submit vaccine verification and indicate their ability to meet minimum requirements for County employment. Employees will be recalled according to AFSCME collective bargaining agreements.

D. The County agrees not to contest unemployment benefits and treat employees' separations as layoffs, but there is mutual understanding that the County is not responsible for the determination of unemployment benefits and cannot make any commitments on eligibility.

E. Employees who are on a leave of absence and are unable to meet the County's deadlines in this MOA, or have other extenuating circumstances, may provide their vaccine status by a later date determined by Department Human Resources after considering individual needs.

F. An employee may apply for an exception/exemption from the vaccine due to medical/disability or sincerely held religious beliefs. Department Human Resources will assess exception/exemption requests and issue approvals or denials. An employee seeking an exception/exemption is encouraged to submit this request by September 10, 2021, or as soon as possible. If an exception/exemption is denied, and an employee has additional or clarifying information to provide, or they have had a change in circumstances, they may resubmit the exception/exemption request. By way of examples, and not an exclusive set of reasons for medical exception/exemption may include, potential allergic reactions to vaccination or having not completed an isolation period following a COVID-19 infection.

G. If an employee receives an exception/exemption from getting the vaccine, the County will engage in an interactive process to determine what reasonable accommodations may be offered, which may also depend upon whether an employee works with a contracted agency inside a facility that the County does not own. Depending upon the duties performed, an employee may be required to wear specific masks, engage in social distancing, undergo COVID-19 testing, be reassigned, and/or other reasonable accommodations consistent with OSHA safety requirements and the current guidance from public health officials. The cost of any accommodations including testing requirements shall be paid by the County.

H. If an employee submits an exception/exemption request, but the exception/exemption review process has not been completed, and no decision has been made by October 15, 2021, then the employee will be deemed provisionally approved until the exception/exemption process has been finalized. By way of an example, and not an exclusive reason for an exception/exemption review request not reaching completion by October 15, 2021, includes not having received a timely response from the employee's health care provider.

I. Employees who have reported that they are partially vaccinated by October 13, 2021, meaning they have reported they have taken at least one vaccine dose, will have their layoff rescinded and be allowed to use their accrued sick leave, vacation, compensatory time, and holiday banks, or go on an unpaid leave of absence until they are fully vaccinated, unless they can be reassigned to a routine telework assignment until they are fully vaccinated. Leaves of absence will only be approved through November 30, 2021, unless the leave qualifies under FMLA/OFLA or an ADA leave of absence. If the employee has not reported that they are fully vaccinated by this date, a layoff notice will be issued that is effective on November 30, 2021. It is understood that employees are receiving more than fifteen days' notice of layoff for failure to comply with the County's COVID-19 Vaccine mandate.

J. Employees who have submitted a medical or religious exception/exemption but are denied at any time after September 6, 2021, and are unable to complete vaccination by October 18, 2021, will be allowed to use their accrued sick leave, vacation, compensatory time, and holiday banks, or go on an unpaid leave of absence, unless they can be reassigned to a routine telework assignment until they are fully vaccinated. Leaves of absence will only be approved through November 30, 2021, unless the leave qualifies under FMLA/OFLA or an ADA leave of absence. If the employee has not reported that they are fully vaccinated by this date, a layoff notice will be issued that is effective on November 30, 2021. It is understood that employees are receiving more than fifteen days' notice of layoff for failure to comply with the County's COVID-19 Vaccine mandate.

K. Currently the vaccine is free to employees. If this changes and the employee receives any charge not covered by insurance, the County will reimburse the employee.

L. Employees may use county paid time to receive the vaccination and code the time as Administrative Leave. Employees must notify their supervisor in advance that they will be taking time off for a COVID-19 vaccination.

M. The parties agree to extend the term of their Memorandum of Agreement regarding Emergency Protected Sick Leave (EPSL) and Expanded Family Medical Leave (E-FMLA) to allow employees to carry over and use any existing leave balances through June 30, 2022.

N. If an employee has exhausted their EPSL as of the date of this agreement, they will be granted an accrual bank equaling sixteen (16) hours of leave to use if an employee experiences a medical side effect from taking a COVID-19 vaccine, including a booster, that prevents the employee from performing their job duties. If an employee is on a schedule where they regularly work in excess of eight (8) hours per day, the employee will receive a leave bank equal to two (2) days of paid leave. Unused accruals will expire June 30, 2022. All employees who have less than sixteen (16) hours or two (2) days at the time of this agreement will have their EPSL hours adjusted to bring them up to these leave totals.

9/9/2021

O. Any dispute related to enforcement of terms of this agreement is subject to the grievance procedure as described in AFSCME collective bargaining agreements.

P. 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.

AGREED to this date, September ____, 2021.

For the Union:

For the County:

Eben Pullman, Lead Council Rep.
AFSCME Local 88

Shelly Kent, Labor Relations Director
Multnomah County