

MEMORANDUM OF EXCEPTION

Leave Borrowing Program

I.

Parties to the Agreement

The parties to this Memorandum of Exception, hereafter referred to as "MOE" are Multnomah County, Oregon, hereinafter referred to as the County, and Multnomah County Prosecuting Attorneys Association, hereinafter referred to as the Union.

II.

Background

As part of the planning efforts for the novel coronavirus COVID-19, the County expressed concerns that personally impacted employees who have little or no leave available will come to work in order to avoid lost wages. Ensuring that employees are able to care for related personal and family needs is key to reducing transmission of the COVID-19 virus in the workplace; therefore, the County proposed to the bargaining units the creation of a leave borrowing policy that would allow employees impacted by COVID-19 who have no paid leave on the books the option of borrowing against future sick and vacation leave accruals.

The terms and conditions of the leave borrowing program are outlined in the following section.

III.

Agreement

The implementation and duration of the following optional leave borrowing program will be determined by the Chief Human Resources Officer. Implementation will depend on the severity of the COVID-19 virus impact on County operations. If and when the Chief Human Resources Officer does implement the following leave borrowing program, the Union will be notified of the implementation start date. When the leave borrowing program is to terminate, the County will give the Union no less than ten (10) days notice, in advance of the program's termination date.

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

- Employee holds a full or part time trial service/probationary or regular position with the County and is entitled to accrue sick and vacation leave.

- The absence will result in all, or a portion, of the time charged as leave without pay, and
- Either,
 - 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 the CDC,
 - or-
 - The employee has a child whose school or childcare facility has been closed by a public official due to COVID-19.

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.
2. 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.
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 must submit the request to borrow against future leave accruals to their supervisor 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 MOE.
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 provisions of this MOE 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 2, 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 ($4 \times 10 = 40$) 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 ($5 \times 8 = 40$) to pay back the borrowed vacation leave. Sick leave and vacation leave accrual repayments will occur concurrently.

7. 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.
8. Nothing in this MOE waives the County's right to require medical verification per personnel rule 3-55-015, or an ongoing requirement to provide a medical verification for sick leave absences due to previous leave usage concerns.
9. This MOE is subject to the requirements of the Oregon Sick Time Law.

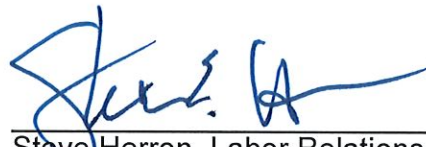
Agreed to this date, March 12, 2020.

For the Union:



Ryan Lufkin, Attorney
For MCPAA

For the County:



Steve Herron, Labor Relations Dir.
Multnomah County