Memorandum of Agreement
(E-FMLA & 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 the Oregon Nurse Association, (hereinafter referred to as “ONA”).

II. Background

A. In response to the spread of COVID-19 novel coronavirus, and the infection of patrons, clients, and potentially employees of Multnomah County, and

B. Knowing that personally impacted employees who have little or no available accrued paid leave could be incentivized to come to work in order to avoid lost wages, and

C. Knowing that employees’ ability to care for personal and family needs is critical to reducing transmission of COVID-19 in the workplace, and

D. In March of 2021, Congress passed the American Recovery Plan Act (hereinafter “ARPA”) that provided incentives and funding for employers to extend leaves originally created in March of 2020 under the Families First Coronavirus Response Act (hereinafter “FFCRA”). Expanded Family Medical Leave (hereinafter “E-FMLA”) and Emergency Protected Sick Leave (hereinafter “EPSL”) and expanded the qualifying circumstances available to employees to take these leaves.

THEREFORE, the parties have reached the following Agreement:

III. Agreement

1. This agreement applies to members of the Oregon Nurses Association.

2. EPSL Leave Bank: The County will establish for each employee a leave bank of up to eighty (80) hours of EPSL leave (prorated by FTE). Each employee may use that leave for those absences between May 1, 2021 and September 30, 2021, which would have qualified under the EPSL eligibility terms of FFCRA prior to its expiration, as revised by the modified eligibility terms of the ARPA. If an employee used their own banked leave between May 1 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.

3. Quarantine & COVID-19 MOA: Because the expanded eligibility provisions of ARPA allows the use of the EPSL described in Section III.2 above for quarantine due to exposure to the coronavirus that causes COVID-19 or its variants, the County is terminating the provision of the COVID-19 Novel Coronavirus MOA provision that otherwise creates paid Administrative Leave for leave related to quarantine. Provided however, that the parties acknowledge that the terms of all four Collective Bargaining Agreements are still in effect. If the County directs an employee not to report to work, then the employee shall be paid for their regular hours in accordance with the terms of the applicable CBA. If the County directs an employee not to report to work for a reason covered by EPSL, the
employee shall be required to exhaust EPSL first. An employee quarantined by a healthcare provider is not considered to be at the direction from the County to not to work, but renders the employee unable to work onsite, and they must use leave balances as outlined in this MOA unless they can telework.

4. **E-FMLA Leave**: The County will allow each employee to take up to twelve (12) additional weeks of leave for conditions that would have qualified under the expanded FMLA eligibility terms of FFCRA prior to its expiration, as revised by the modified eligibility terms of ARPA, but would not have otherwise qualified under the standard eligibility conditions of FMLA. The term during which this leave eligibility will be offered is retroactive to May 1, 2021 to September 30, 2021. This leave will be treated as use of the employee’s FMLA leave allotment, and their OFLA leave allotment for OFLA qualifying conditions.

5. **E-FMLA Leave**: Employees on leave under Section III.4 above may elect to either utilize applicable accrued paid leave from their current leave banks or receive two-thirds (2/3rds) of the employee’s regular rate of pay up to a maximum of $12,000 (which would not counted against current paid leave accruals), for those hours the employee would have regularly been scheduled to work. Employees will not be permitted to supplement the 2/3rds pay from paid leave accruals.

6. **Qualifying Circumstances**: The FFCRA and ARPA identify the qualifying circumstances for EPSL and EFMLA. The parties acknowledge that guidance on what is a qualifying circumstance for EPSL & E-FMLA leave can be found by reviewing the Department of Labor’s website on COVID-19 resources, among others.

7. **Temporary Suspension of Rights to Supplement Partially Paid Leave under the CBA**: This MOA temporarily modifies the CBAs in force between the parties and the contractual right of members to supplement unpaid and partially paid leave with accrued leave banks. ONA does not waive and cannot waive any individual members’ right to exercise their rights under any state or federal law, including any right to supplement their E-FMLA leave under state or federal law, or to file an administrative claim or bring suit under the FMLA or OFLA or any other state or federal law.

8. **Term of Agreement**: The term of this Agreement shall be retroactive to May 1, 2021, and shall continue in full force through September 30, 2021. After September 30, 2021, these leave programs shall be discontinued unless re-authorized by written agreement between the parties. Furthermore, ONA members’ rights to supplement unpaid or partially paid leave shall immediately revert to the contractual provisions of the CBAs.

9. This settlement agreement is not precedent setting.

AGREED to this 19th day of July, 2021.

For the Union:

[Signature]
Jocelyn Pitman
Labor Representative
Oregon Nurses Association

For the County:

[Signature]
James J. Opoka
Labor Relations Manager
Multnomah County