

MEMORANDUM OF UNDERSTANDING

THE CITY OF EUGENE AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

This Memorandum of Understanding (MOU) is entered into by and between the City of Eugene (City) and the American Federation of State, County and Municipal Employees, AFSCME Local 1724 (Union).

The purpose of this MOU is to address work arrangements and leave provisions for employees impacted by the COVID-19 pandemic. This MOU is in effect from March 15, 2020 until June 30, 2020, or until the expiration of the COVID-19 State of Oregon's state of emergency.

Agreement of the Parties:

Leave Usage

Beginning March 15, 2020, in alignment with current City policy and in response to COVID-19, City employees, including Union members, may access all available leave banks (sick, vacation, and compensatory) without restrictions related to usual eligibility requirements.

Alternative Work Schedule

In alignment with current City practice, in response to COVID-19 and Article 16 of the Collective Bargaining Agreement, the City agrees to make good faith efforts to accommodate Union members request for an alternate work schedule including:

- requests to temporarily reduce regularly scheduled work hours and use their leave accruals to make up the difference in regular hours.
- requests to temporarily work non-traditional hours including split shifts, evening hours and work on weekends.
- employees may request to work remotely or to be assigned project work for a limited duration and/or part-time basis.

Reduced Hours

In alignment with current City practice, in response to COVID-19 Union members can request to work reduced hours.

Temporary Expanded Alternative Work Options

Beginning March 23, 2020, all City employees who are able work remotely. While working remotely, employees will be on call for assignments related to COVID-19 that can be safely performed onsite. Employees will report to work for these assignments within one hour. Employees may request more time because of a longer commute: such requests will not be unreasonably denied. Hours worked remotely and on call will be coded as regular time.

For this period, the only criteria the City may use as a basis to deny a remote work request will be whether the position has been designated critical and/or if the employee's work is not suitable for remote work. For employees who are approved for remote work, the City will provide them with the necessary equipment and software required to enable remote work as it is available. Employees who

have personal equipment and software to perform work at home will be allowed to use those personal resources to perform remote work if the resources can be safely used and in accordance with City policies and best practices.

The Union can raise concerns about any denied telework requests of Union members. Denied telework requests may be taken to the Division Manager for resolution. Division Managers may engage the Employee Resource Center for consultation.

COVID-19 Leave Donation

The City and Union collaborated to develop the COVID-19 leave donation program which will be in effect from 3/15/20 and 6/30/20, re-evaluated as necessary, and may be terminated at any time.

Temporary Moratorium of Discipline for Absences

The employer will not use any approved absences from work related to COVID-19 to support any disciplinary action.

COVID-19 Required to Work on Site Stipend

Beginning on April, 12 2020, members who are required to report on site to perform work will receive a stipend of fifty cents per hour worked. Additionally, any member who was required to report to work between March 23rd, 2020 and April 13th, 2020 will receive 8 hours of vacation leave.

Jennifer Lleras Van Der Haeghen
For City

Cindy Kochler, President
For AFSCME

April 17, 2020
Date

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Date