Amended Memorandum of Agreement regarding COVID-19

Lewis and Clark College and the Lewis and Clark College Support Staff Association entered into an MOU regarding COVID-19 issues on April 14, 2020. The parties wish to amend that MOU as follows:

1. Sick Leave, as provided in Article 16.2, may be used by an Employee for (1) any purpose provided by the collective bargaining agreement, (2) if an Employee is unable to work because the Employee is caring for a child whose school is either closed or operating remotely due to Covid-19, and (3) for any other purpose permitted by Oregon or federal law.

2. The terms of the Sick Leave Sharing Program, as provided in Article 15.4, are relaxed in the following ways:
   a. The Sick Leave Sharing Program may be used for any purpose that is permissible under paragraph 1 above for the use of sick leave (i.e., it is not limited to the Employee’s own serious health condition).
   b. The requirement that an Employee have one year of continuous service to be eligible for the Sick Leave Sharing Program is waived.

3. Employees will track and record COVID-19-related time off in Workday as directed by Human Resources.
   a. Employees unable to work for a COVID-19-related reason that qualifies for the use of sick leave under paragraph 1 above will have their time charged by HR to (1) the Employee’s own sick leave, (2) the Employee’s own vacation leave, (3) the Sick Leave Sharing Program, in that order. This applies to the following COVID-19 reasons:
      * Advised by a health care provider to self-quarantine or isolate
      * Care for a minor child due to school or daycare closure or remote operation
      * Care of a minor child or family member due to COVID-19
      * Federal, state, or local quarantine or isolation order
      * Symptoms of COVID-19 and are seeking a medical diagnosis

4. The College anticipates that some employees will begin to return to work on campus beginning the week of July 27, although telecommuting will likely remain in place for many. Supervisors and employees should discuss each unit’s return-to-campus plans once those plans are developed. The College will provide a process for employees to request alternative work arrangements and/or accommodations for those seeking an alteration or accommodation due to COVID-19.
5. The College and LCCSSA recognize that telecommuting can be a challenge, particularly for employees who do not have sufficient internet connectivity at home. The parties seek to have such issues resolved at the lowest level possible, generally by the employee and the employee’s supervisor.

6. The College and LCCSSA commit to working together collaboratively during these unprecedented times. A regular check-in call will be scheduled for as long as either party believes it necessary.

7. This MOA is intended to address issues related to COVID-19 and is expected to be terminated when no longer necessary. Either party may terminate this MOU by providing 30 days’ notice to and in consultation with the other party.

By Lewis and Clark College:

David Reese
David Reese (Aug 12, 2020 13:05 PDT)
Its: VP, Chief of Staff, General Counsel and Board Secretary
Date: 08/12/20

By LCCSSA:

Its: President
Date: 08/03/20