



**Memorandum of Understanding  
Between  
City of Gresham  
and  
International Association of Fire Firefighters Local 1062**

**Re: COVID-19**

**Background:** On March 8, 2020, in response to the worldwide Coronavirus Pandemic, the State of Oregon's Governor declared a "State of Emergency" surrounding the disease and its communication. This agreement is for the purpose of outlining updates/changes to some of the working conditions during the State of Emergency in Oregon regarding the coronavirus (COVID-19) pandemic. The parties to this MOU are modifying and adding to the terms of the current collective bargaining agreement (CBA) due to the COVID-19 pandemic emergency.

1. Labor and Management agree to have members checked as outlined in the Temperature Screenings for Operations and 40-Hour Personnel and attached and incorporated as part of this MOU by reference. The bargaining unit member (member) will be sent home on City Paid Administrative Leave for the first shift. After the first shift, the City will allow members to use any available paid leave they qualify to use if they are unable to work due to illness or fever over 100.4 degrees Fahrenheit.
2. The City recognizes the impact to members families and the impact regarding school closures, sick family members, adult family members that need care, etc. During this State of Emergency, the City will impose no leave use penalties as outlined in the CBA section 12.1.
3. Labor and Management agree to waive the timelines regarding demands to bargain over changes that may take place during this ever-changing environment around best practices for dealing with COVID-19 pandemic and associated mandatory subjects and/or permissive subjects with mandatory impacts. This waiver of timelines ends at the conclusion of Oregon's State of Emergency.
4. The City will provide each member with 80 hours of Emergency Paid Sick Leave in accordance with the City's Temporary Emergency Leave Policy effective April 1, 2020 and any subsequent revisions. This leave may be used for qualifying reasons identified in the City's policy until the policy's expiration on December 31, 2020. Unused emergency paid sick leave will not carry over to 2021 and will not be paid to the employee if they quit, retire or terminated. Emergency Paid Sick Leave is not reportable to PERS.
5. Members who have met the eligibility requirements in the City's Emergency Leave Policy effective April 1, 2020, and any subsequent revisions, are eligible to receive protected time off when the member is unable to work or telework due to a need to care for a child if the child's school or place of care has been closed, or the childcare provider of such eligible child is unavailable, due to a public health emergency. Members will be required to follow City processes for applying for such leave referenced in the City's policy as "School Closure Leave."

6. Members will follow City processes for leave referenced in #4 and #5 as contained in the City's Emergency Leave Policy available on the COVID-19 Walter employee resource page. Emergency leave and School Closure Leave requires application through Human Resources and approval to utilize designated timesheet pay codes for COVID-19 purposes.
7. The City will allow members to use any paid leave they have available and are qualified to take if they are unable to work due to illness or fever over 100.4 degrees Fahrenheit.
8. Management will temporarily end for the vacation accrual maximums as outlined in article 14.6 of the CBA. The city will allow members until December 31, 2021 to return to appropriate maximums. The additional accrual hours over maximums cannot be used for a retirement cash out purpose. This change will be for 2020-2021 carryover only.
9. The City will allow employees on modified duty to potentially work from home, if work is available and the employee has the electronic capability. This will be determined on a case-by-case basis and is non-precedent setting.
10. Labor and Management agree to follow the City's COVID-19 Exposure Policy attached and incorporated as part of this MOU by reference.

This MOU represents exceptions to current CBA language and current Gresham Fire and Emergency Services and/or City policies and will not create future precedence. This MOU expires when the Oregon governor declares the State of Emergency concluded.

IT IS AGREED this 13th day of April, 2020

/s/ Mitch Snyder  
For the City of Gresham

/s/ Julie McAllister  
For the IAFF

Approved as to Form  
/s/ Sherissa Davis-Larry

**Temperature Screenings  
for  
IAFF Operations and 40-Hour Personnel**

FROM: Mitch Snyder, Fire Chief  
Kevin Larson, IAFF Local 1062 President

SUBJECT: Temperature Screenings for On-Site Personnel

DATE: April 7, 2020

Effective April 7, 2020, or as soon as the infrared forehead thermometers are received, all personnel who report to work are required to check their temperature at the start of every shift. Daily temperature screening helps ensure we have a healthy workforce to meet our objective of maintaining essential emergency and business operations.

Do not assume any individual who has a temperature or is home sick has COVID-19. We have an obligation and requirement to maintain the privacy and confidentiality of our employees. Personnel should be self-monitoring daily. Continue to check your temperature at home (if you have the capability) and do not come to work with a temperature of 100.4°F or greater.

Infrared forehead thermometers will be used for daily temperature screening. We recognize these thermometers do not have the accuracy of an oral digital thermometer. Please ensure you follow the recommendations outlined below for the most accurate reading.

**General Guidelines**

- Do not perform temperature screenings in groups.
- Follow the recommendations outlined below for the most accurate reading.
- **If you have a temperature of 100.4°F or greater, you will be sent home on Administration Leave pursuant to the COVID-19 MOU.**
- **All personnel with a temperature of 100.4°F or greater should contact the shift Battalion Chief.**
- For privacy and confidentiality purposes, do not maintain temperature logs at the worksites with employee's name and daily temperatures.
- Worksites may maintain logs to confirm screenings were completed for all personnel at that worksite (e.g., date of check and employee's name only).

**Station Guidelines**

- Temperature screenings must be completed at shift change with the crew coming off-shift checking the temperature of their relief.
- **If you have a temperature of 100.4°F or greater, inform your Battalion Chief.**
- Minimum staffing requirements are still in place. These requirements may be adjusted in the future, if needed.
- If you are concerned that you are getting a false-positive reading contact the Battalion Chief for a secondary test.

#### **Day Staff Guidelines**

- Temperature screenings must be completed as soon as you report to work. Coordinate with a coworker for the temperature check. If you work in a mobile environment you are still required to check your temperature, please report to the closest worksite or station.
- **If you have a temperature of 100.4°F or greater, inform your immediate supervisor.**
- If you are concerned that you are getting a false-positive reading and should not be required to go home, please contact Oregon Health Authority (OHA) at the Exposure Line 503-259-1555. Individuals may be required to report to OHA for a test with an oral digital thermometer and/or second opinion.

#### **Returning to Work**

- You may return to work once your temperature subsides (less than 100.4°F) and you have no other symptoms if the reason for the elevated temperature is non COVID-19.
- If you are seeking a diagnosis or are diagnosed with COVID-19 you will be required to follow the City's COVID-19 Exposure Policy and Return to Work procedures located within the policy as well as any CDC guidelines for healthcare workers.

#### **Ending Temperature Screenings**

- This temperature screening policy will end when the Oregon "State of Emergency" ends.