

## **Memorandum of Agreement**

### **Vaccine Mandate Effects**

#### **between the Coalition of Unions and Portland Public Schools**

This Agreement is between the Portland Public Schools, School District No. 1J, Multnomah County, Oregon (“the District”) and the Coalition of Unions (“the Unions”) that includes, Portland Association of Teachers (“PAT”), District Council of Unions (“DCU”), Portland Federation of School Professionals (“PFSP”), and Amalgamated Transit Union (“ATU”), together, “the parties.” This agreement will remain in effect until June 30, 2022 and may be extended upon agreement. The existing collective bargaining agreements remain in full effect.

On August 19, 2021, Governor Brown announced a vaccine mandate for all teachers, educators, support staff, and volunteers in K-12 schools requiring these groups to be fully vaccinated by October 18 or six weeks after full FDA approval, whichever is later. In accordance with the vaccine mandate, the parties agree:

1. “Fully vaccinated” means having received both doses of an approved two-dose COVID-19 vaccine or one dose of a single-dose COVID-19 vaccine and at least 14 days have passed since the individual’s final dose of COVID-19 vaccine. Approved COVID-19 vaccines are those authorized for use in the United States or those licensed for use by the World Health Organization. The definition of “fully vaccinated” is subject to change and will follow the Center for Disease Control (CDC) or a state mandate’s definition.
2. Employees covered under this agreement have been given an extension from August 31, 2021 until September 30, 2021 for any employee to submit their medical or religious exemption documentation in recognition that arranging appointments and compiling the necessary documentation will take time.
3. An employee who has expressed the intent to get vaccinated, but due to illness has been advised by their licensed healthcare provider that they are unable to do so and can provide documentation of this will be considered to have a temporary medical exemption until their healthcare provider has cleared them to continue the vaccine schedule. Once cleared, the employee will complete the vaccine schedule without delay.

4. An employee whose exemption request is denied and who expresses an intent to become vaccinated will be given an appropriate leave extension to allow for choice of the vaccine and to become fully vaccinated. If the date by which the employee is fully vaccinated is after October 18, 2021, the employee may take unpaid leave or may use accrued leave not to exceed fifty (50) calendar days until they are fully vaccinated.
5. The Unions and the District agree that the personal medical records of employees are highly confidential information. The vaccination status of any represented employee shall be kept confidential and only made available to limited authorized individuals and in compliance with state and county health requirements.
6. Employees who do not provide proof of vaccination or have an approved exemption by October 18 shall be treated as an employee who chooses not to be vaccinated unless they have received an exemption based on this agreement.
7. The District shall release the employee from duty to allow time for immunization during the work day. Time spent, including travel time, shall be compensable, if the immunization is during the employee's regular work day.
8. Employees who suffer side effects of being vaccinated or receiving a booster shot may use up to three (3) days of quarantine leave for the missed work time.
9. The Unions and the District recognize that there are employees who are part of BIPOC communities, have served in the military, or who have lived experiences that have created a justifiable vaccine hesitancy. Many of those employees have worked for the District for years and are supporting families. It is in the interest of all parties to ensure that the process of separating employment with the District is as respectful as possible and recognizes their service to the District.
  - a. Any separation of employment due to an employee's unwillingness to fulfill the vaccine mandate shall not be regarded as misconduct and the employee shall suffer no loss of leave entitlements, including any entitlements to cash out benefits or leave banks according to their Union's collective bargaining agreement.

- b. Employees will not be disqualified from rehire eligibility solely because they were previously separated from the District due to their unwillingness to fulfill the vaccine mandate.
  - c. The District will respond accurately to unemployment claims for those who have separated due to the employee's unwillingness to fulfill the vaccine mandate.
  - d. As an alternative to separation due to the employee's unwillingness to fulfill the vaccine mandate, an employee may elect to retire on any date prior to January 1, 2022. Retirement paperwork must be submitted by October 18, 2021 and the employee will be placed on unpaid leave from October 19 through their retirement date.
  - e. If an employee is rehired before December 31, 2022, they will retain their seniority.
10. For all employees, Quarantine Leave in their respective collective bargaining agreement shall be interpreted as:
- a. An employee who is absent from work due to being quarantined or isolated due to COVID-19 shall not be charged against the employee's sick leave and the employee shall suffer no loss in pay during such a period as a result of the quarantine or isolation period.
  - b. This interpretation of quarantine leave shall include:
    - 1. The employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19;
    - 2. The employee has been advised by a public health official to self-quarantine or isolate due to concerns related to COVID-19;
    - 3. The employee is experiencing symptoms of COVID-19 and has been advised by a licensed health care provider to get tested for COVID-19 and refrain from working within a reasonable timeframe; or;
    - 4. The employee is diagnosed with COVID-19.
11. The employee shall follow MESD guidelines regarding quarantine and isolation. If the time off of work differs between the licensed healthcare provider and the public health official, the District will default to the public health official's guidance. The Unions have the right to meet and confer with the District to discuss the reason for the difference and to ensure that the health and safety of both the employee and other staff and students at the District will not be adversely affected. For those employees who are granted an

exemption, the District will make every effort to provide reasonable accommodations as required by law, including a temporary accommodation where necessary, for requesting employee to maintain employment without creating a direct threat to the safety or health of themselves or others in the workplace.

12. The Unions and the District agree to meet and confer regularly as a Labor Management Committee to discuss unforeseen issues that come up as a result of this agreement and/or the evolving nature of COVID-19 recommendations. The request to meet can be made by either party.

13. Any dispute related to enforcement of terms of this agreement is subject to the grievance process as described in the applicable Union's collective bargaining agreement.

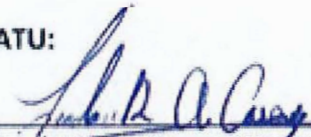
DISTRICT:



9/22/2021

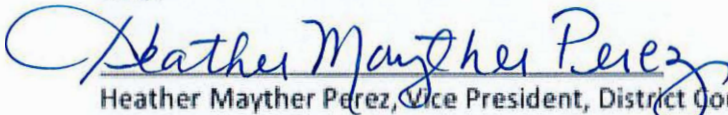
Date

ATU:

  
Frederick A. Casey, Vice President ATU757

9/20/2021  
Date

DCU:

  
Heather Mayther Perez, Vice President, District Council of Unions

9/17/2021  
Date

PAT:

  
Elizabeth Thiel, President, Portland Association of Teachers

September 20, 2021  
Date

PFSP:

  
Michelle Batten, President, Portland Federation of School Professionals

Sept. 17, 2021  
Date