

## **VACCINATION MANDATE EFFECTS**

### **between SEIU and PPS**

#### MEMORANDUM OF AGREEMENT

This Agreement is between the Portland Public Schools, School District No. 1J, Multnomah County, Oregon (“the District”) and SEIU Local 503 (The Union). The provisions of this agreement will be in effect from September

6. The Union 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.
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 four (4) 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 (m)-6 ( )Tj-02 Tw 0 -1.239

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.
5. The employee shall follow MESD guidelines regarding quarantine and isolation.
6. 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 Union has 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 exception, the District will make every effort to provide reasonable accommodations as required by law, including a temporary accommodation where necessary, for requesting employees to maintain employment without creating a direct threat to the safety or health of themselves or others in the workplace.

11. The Union 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.

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

Signed on behalf of the District



Sharon Reese, Chief - HR

Signed on behalf of the Union

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Melissa Unger, Executive Director, SEIU Local 503