

Memorandum of Understanding Regarding COVID-19

This memorandum of understanding is entered into between Portland Public School District and SEIU 503, PPS Local 140.

Due to the global pandemic of the COVID-19 virus resulting in declarations of a state of emergency and the necessary response by Portland Public School District, both parties agree to the following temporary conditions of employment while employees are impacted:

1. Employees will have access to all available leave types, including sick, vacation, or family illness, and leave without pay when they choose to or are unable to report to work for reasons relating to COVID-19, except for quarantine.
2. Article 17.B.2 provides: "An employee's absence from work because of quarantine by the appropriate public health official 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; provided, however, that such quarantine is declared solely for the purpose of preventing the spread of a communicable disease to others."

The current closure of schools ordered as a precautionary measure does not implicate Article 17.B.2. However, the parties acknowledge that Article 17.B.2 might apply in the future if circumstances change.

3. The District will guarantee that eligible employees will not become ineligible for health insurance benefits as a result of district closures related to the pandemic.
4. The District and SEIU agree that the extended closure declared by the Superintendent at the direction of the Governor invokes disaster time pay under Article 22 for all hours worked through March 29 (or longer if the district closure is extended), including weekends and scheduled school breaks including spring break.
5. To provide options for wage stability, Nutrition Services employees will be offered optional work within the district during all-district closures as much as is practical. This work with the custodial department will be limited to enhanced disinfecting and light cleaning of touch points.
6. All employees engaged in cleaning and disinfecting touch points will be provided appropriate PPE as advised by the Centers for Disease Control and the Oregon Health Department.

Return to work

Custodians who choose not to work because of safety concerns must communicate this through the appropriate means. Employees will be expected to return to work following the end of the all-district

closure, currently scheduled to be March 30. If circumstances arise such that an employee cannot return to work once the all-district closure has been lifted, the employee will communicate this through the appropriate means. No employee will face disciplinary action for exercising their right to refrain from working due to safety concerns or circumstances otherwise covered by law or the collective bargaining agreement.

The Union does not waive any right it may assert regarding opening negotiations for impact bargaining if the district-wide closure extends beyond April 3rd.

For Portland Public Schools

Date



For SEIU Local 503, OPEU

3/17/20

Date