

2020-2021 Reopening of School Under the COVID-19 Pandemic

Three Rivers School District and OSEA Chapter 22

Memorandum of Agreement

The Three Rivers School District (“District”) and Oregon School Employee Association Chapter 22 (“Association”) enter into this Memorandum of Understanding regarding the changes in working conditions for classified employees due to the altered learning plans required by the Oregon Department of Education. The goal of this agreement is to effectively staff schools, support students, and work collaboratively to create safe working and learning environments. We will continue to have respect for one another, be flexible in addressing student needs, and work towards a shared vision of student success.

Duration. At this time, the anticipated duration of this Agreement is from August 31, 2020 through January 30, 2021. This Memorandum of Agreement (MOA) may be reopened for renegotiation upon any of the following:

- Executive Orders or rules are issued that conflict with or modify the terms of this MOA.
- The State issues mandatory regulations or statutes that contradict or modify the terms of this MOA.
- Either party may re-open the MOA with ten days’ notice prior to January 30, 2021 to enter into expedited bargaining. During bargaining, this agreement will remain intact until another MOA has been agreed upon.

ALTERNATIVE ASSIGNMENTS: During the duration of this pandemic, it may become necessary for employees to perform alternative job duties or work in a different location in order to retain their regular wages, hours, and benefits.

- It is agreed that during the term of this agreement, employees may be required to perform the duties of a position in a higher classification without changes to their wages or benefits to keep their current hours, but the duties should not exceed the majority of the hours worked for the duration of the agreement.
- The employee working an alternative assignment shall receive all training deemed necessary in the District blueprint, in addition to regular training in order to perform the work.
- The district will make every effort to keep the employees worksite within their current attendance area. If required to work multiple sites that are more than 15 miles apart, the district will pay the mileage rate for that employee.
- If the employee declines an alternative assignment the employee understands their hours may be temporarily reduced for the duration of this agreement.

HIGH RISK EMPLOYEES: It is the goal of the District and the Association for employees to work in a safe environment and minimize the impact on employees hours, wages, and benefits.

1. The District will comply with all leave provisions of the current collective bargaining agreement. Bargaining unit members may be eligible for additional leave benefits under state or federal law.
2. While in Comprehensive Distance Learning(CDL), any member who provides documentation to Human Resources verifying they are in any of the following high-risk groups shall be given the opportunity to request work accommodations. If their duties can be done remotely and the employee agrees to the requirements of the “TRSD Work From Home Agreement”, the

employee may work remotely. On-site accommodations shall be considered first, such as working independently in a classroom or other isolated area of the school, or their schedule may be flexed to avoid contact with others. An adequate supply of PPE will be available to reduce the risk of exposure to employees working on-site.

The District will notify members no later than one week after their request of the approval or denial of an accommodation request to the extent possible.

Current CDC High Risk Qualifications

1. Chronic lung disease or moderate to severe asthma
 2. Cancer
 3. COPD (chronic obstructive pulmonary disease)
 4. Serious heart conditions, such as heart failure, coronary artery disease, or cardiomyopathies
 5. Immunocompromising conditions, including cancer treatment, bone marrow or organ transplantation, immune deficiencies, poorly controlled HIV or AIDS, and prolonged use of corticosteroids and other immune weakening medications
 6. Immunocompromised state (weakened immune system) from solid organ transplant
 7. Obesity
 8. Type 2 diabetes mellitus
 9. Chronic kidney disease undergoing dialysis
 10. Liver disease
 11. Sickle cell disease
 12. Other conditions or risk factors identified by OHA, CDC, or a licensed healthcare provider
3. While on CDL, to the extent possible, the District will provide accommodations to employees who live with someone who falls under a high-risk category (after a doctor's note has been provided verifying they are in a high risk group(s)).
4. It is the responsibility of the employee to provide documentation to the Human Resources department if they believe they are in a high risk category and if they are requesting workplace accommodations.

SICK LEAVE/FAMILIES FIRST CORONAVIRUS RESPONSE ACT (FFCRA): It is understood if an employee is experiencing illness symptoms such as but not limited to: fever, cough, shortness of breath, sore throat, runny/stuffy nose, body aches, chills or fatigue shall not report to work and take appropriate leave as outlined in our current CBA Article 16.

- In the event an employee reports to work their scheduled assignment and their supervisor believes the employee is showing signs of illness, the supervisor shall consult with the district nurse to determine if the employee poses a direct threat of exposure to other staff and/or students to COVID-19.
- If the nurse is not available, the supervisor may send the employee home with a telework assignment or paid administrative leave. If PAL, the employee must return to work or be released by their doctor within 48 hours or will use appropriate leave at that time.
- If the employee is out beyond the 48 hours, the employee shall be required to submit a release from their healthcare provider before they can return to work on-site.

- Should the healthcare provider determine the employee is presumptive for COVID-19, any paid administrative leave shall convert to FFCRA.
- If an employee is quarantined by a healthcare provider or OHA due to COVID-19 exposure and cannot perform the functions of their job remotely, they may be given the option to work in an alternative placement. They will have the option of using FFCRA leave if they choose.
- If an employee declines alternative placement work, the employee shall use sick leave, personal days or request an unpaid leave of absence. Sick Leave Bank or Unpaid days do not apply.

CHILD CARE

- If an employee is caring for their school-aged child whose school or place of care is closed (or the childcare provider is unavailable due to COVID-19 related reasons) the employee is eligible to apply for FFCRA benefits
- The district will follow all regulations and requirements of FFCRA while it is in effect.

The District and Association agree to review monthly or as needed the impacts of this agreement. The District and/or the Association reserve the right to negotiate additional impacts or changes in the 2020-2021 school year.

All components of the Collective Bargaining Agreement between the District and the Association not addressed above shall remain in full force and effect.