

MEMORANDUM OF UNDERSTANDING

VACCINATION FOR COVID-19

The parties to this agreement are the Oregon School Employees Association (OSEA) Woodburn Chapter 25 and the Woodburn School District (District).

The parties agree that as employees become eligible for COVID-19 vaccination, they will jointly encourage bargaining unit members to get vaccinated, however, the COVID-19 vaccination is not required as a term or condition of employment.

The following shall govern the voluntary vaccination of employees:

1. Whether and when to obtain a COVID-19 vaccine is exclusively the employee's decision. There shall be no discrimination, retaliation, or other adverse employment consequences as a result of an employee's decision to get or not get vaccinated for COVID-19.
2. Employees who choose to receive the COVID-19 vaccine will be responsible for making arrangements to get it either through the District's designated location or a health care provider of their choice.
3. Employees who choose to get vaccinated during their regularly scheduled work hours will work with their direct supervisor to flex hours within the week in order to accommodate the appointment.
4. Employees who choose to get vaccinated during their regularly-scheduled work day must obtain the approval of their immediate supervisor in order to flex their hours. If an employee chooses to not flex their hours and would instead prefer to use leave they will follow the leave process as outlined in Article 11 of the Collective Bargaining Agreement.
5. The proof of vaccination provided by an employee pursuant to this MOU will be treated as a confidential medical record.

6. Certain individuals who have received the COVID-19 vaccine have experienced mild to moderate side effects. In the event that an employee experiences side effects due to vaccination such that the employee cannot report to work, the employee will be granted one (1) day leave for up to 48 hours after the first or second dose of vaccine. This vaccine-related sick leave will not be charged to any accrued paid leave balances the employee may have. To receive this vaccine related sick-leave, the employee must provide proof of vaccination. Otherwise, all other policies and procedures regarding the use of sick leave will apply.

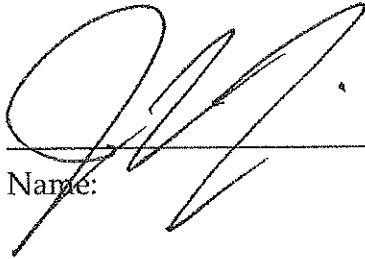
This 1-day sick leave grant must be used in a full day increment. This will be retroactive to January 19, 2021, to accommodate members who have already been vaccinated. All retroactive requests must be submitted by April 15, 2021.

8. The parties understand that vaccination is just one means available to reduce the spread of COVID-19. Nothing herein is intended to modify or abrogate any agreement reached by the parties concerning social distancing, mask wearing, distribution and use of PPE, cleaning protocols, or other measures taken to minimize the risk of exposure to COVID-19.
9. The parties agree that this memorandum of understanding applies solely to the ongoing COVID-19 pandemic and vaccines related to COVID-19. This MOU shall not serve as past practice or binding precedent for other subjects. This MOU is not intended to modify or amend the parties' collective bargaining agreement or waive the parties' contractual or legal rights except as expressly identified herein. This MOU may be modified only by mutual agreement reduced to writing and signed by a representative of each party.

10. Any dispute over the interpretation or application of this MOU will be subject to the grievance and arbitration provision of the parties' agreement.

This MOU will remain in effect through September 1, 2021, unless the parties mutually agree in writing to terminate this MOU prior to that date or extend this MOU beyond that date.

FOR THE DISTRICT:


Name: _____

4-7-21
Date

FOR OSEA Chapter:

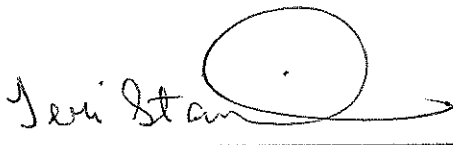
**Debbie
Wolfer**

Digitally signed by Debbie Wolfer
DN: cn=Debbie Wolfer, o=OSEA
Chapter 25, ou,
email=dwolfer@woodbunmsd.org,
c=US
Date: 2021.04.09 08:11:08 -0700'

Name: _____

4/8/2021
Date

FOR OSEA:


Name: _____

4/8/2021