



## PORTLAND PUBLIC SCHOOLS OFFICE OF HUMAN RESOURCES

501 North Dixon Street / Portland, OR 97227  
Telephone: (503) 916-3544

**Date:** May 19, 2021  
**To:** School Board  
**From:** Sharon Reese, Chief Human Resources Officer  
Genevieve Rough, Interim Director, Employee and Labor Relations  
**Subject:** District Council of Unions Letter of Agreement – Quarantine pay

---

### **BACKGROUND**

#### *Background*

The DCU collective bargaining agreement (CBA) has the following quarantine language:

*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.*

All of the collective bargaining agreements between PPS and the various unions have similar quarantine language. PPS has consistently interpreted this language to mean that two things must be true in order for PPS to pay for an employee's quarantine period; 1. a public health has determined quarantine is necessary and; 2. the quarantine period is solely to prevent the spread of a communicable disease. To our knowledge, the quarantine language has not been used except in individual cases and very sporadically.

Since the start of the pandemic, PPS in coordination with Multnomah Education Service District (MESD) has developed a process of reporting COVID exposure and/or infection. When an employee becomes infected or is exposed to COVID, they must report it to their supervisor, who then reports it to MESD. MESD determines whether a quarantine or isolation period is necessary. Centers for Disease Control and Prevention (CDC) define quarantine as keeping someone who was in close contact with someone who has COVID-19 away from others and isolation as keeping someone who is sick or tested positive for COVID-19 without symptoms away from others, even in their own home.

#### *Issues*

Based on the contract language and distinction between a quarantine vs. isolation period by MESD, PPS has only been paying employees who are directed to quarantine. If an employee becomes sick with COVID and has to isolate, they must use their own accrued sick leave.

DCU has proposed PPS pay for the isolation period in addition to the quarantine period so that employees do not have to use their accrued sick leave.

**RELATED POLICIES/BEST PRACTICES**

N/A

**ANALYSIS OF SITUATION**

PPS believes it has not violated the CBA, but is willing to enter into an LOA with DCU to continue positive labor relations.

**FISCAL IMPACT**

PPS will pay for employee's that are required to isolate for the period of isolation specified by MESD. If an employee needs additional leave to recover from COVID, they would access their sick leave (and possible other leave under FMLA or OFLA.) There have only been a handful of employees in the DCU workgroup who have been sick with COVID and the entire workgroup has now been given the opportunity to get the vaccination. We believe the fiscal impact will be minimal.

**TIMELINE FOR IMPLEMENTATION / EVALUATION**

ASAP

**STAFF RECOMMENDATION**

We recommend moving forward with the LOA as stated.

---

*As a member of the PPS Executive Leadership Team, I have reviewed this staff report.*

\_\_\_\_\_ *(Initials)*

**ATTACHMENTS**

- A. DCU LOA
- B. Resolution