

**Letter of Agreement**  
**Alternative to Layoffs for Eastern Oregon University**

This Letter of Agreement is between Eastern Oregon University (EOU or University) and the SEIU Local 503, OPEU (Union).

Due to the budget impacts resulting from the COVID-19 pandemic and a decrease in revenue, it is necessary for the University to make the tough decision to reduce staffing levels for bargaining unit members.

Pursuant to Article 44, Section 11 of the 2019-2021 OPU/SEIU collective bargaining agreement (CBA), EOU and the Union met to discuss protecting bargaining unit members' jobs during this crisis and whether any alternatives to layoffs were feasible. As a result of these negotiations, the parties hereby agree to establish the **"EOU Work Share and Extended Benefits Program for SEIU-Represented Employees."**

**Program details:**

Effective May 10, 2020, EOU shall place each eligible bargaining unit member in either the Work Share Program or the Extended Benefits Program. Both programs shall conclude on December 31, 2020, unless terminated earlier. If either party wishes to bargain an extension of either or both programs, the party shall send written notice to the other party by no later than November 2, 2020.

- **Work Share Program:** The Work Share Oregon program, administered by the State of Oregon Employment Department, allows employers and employees to avoid layoffs by allowing a reduction in the amount of time employees work each week, with employees receiving unemployment compensation for the period of time that their work is reduced. Under this program the time reduction cannot be more than 40% nor no less than 20%, and the amount of reduction can vary from week to week in response to employer needs. The main eligibility criteria for an employee to participate in this program is that the employer must have applied and been accepted into the program, and the employee must have been employed by the employer full-time for at least six months or part time for at least twelve months. In order for an employer to participate in the Work Share Program they must have approval of the Union including the signature of an authorized agent of the Union on the application.

To avoid layoffs, EOU will promptly apply to participate in the Work Share Oregon program. SEIU will cooperate with EOU in completing the application. As part of the application process, depending on the availability of work related to their positions and eligibility for the Work Share Oregon program, EOU will notify bargaining unit members of their participation in the program (making them "Work Share Employees") and their initial work schedule. Participants must timely complete required forms for the program as communicated by EOU's Human Resources Department. Bargaining unit members

who become eligible and available after the start of the program may enter the program later. Work Share Employees shall continue to receive eligible accruals and retirement contributions on a prorated basis. Work Share Employees currently eligible for health benefits will maintain benefits.

**Extended Benefits Program:** EOU will place other employees into the Extended Benefits Program. Such “Extended Benefits Employees” shall be on Leave Without Pay (LWOP) status. Extended Benefits Employees who are enrolled in the University-provided health care coverage shall be provided continued core health care benefits coverage for the Extended Benefits period. EOU will pay both the employer and employee portion of the Extended Benefit Employee’s health care benefit premium contribution during this period. Optional insurance plans and flexible spending accounts will continue to be the responsibility of the Extended Benefits Employee, but the employee may cancel these benefits during the Extended Benefits period.

Should the University be unable to return Extended Benefits Employees to work by December 31, 2020 due to a lack of work or for financial reasons, the Extended Benefits Employees shall be separated from employment and granted all layoff rights, pursuant to Article 44 of the parties’ CBA. Extended Benefits Employees who are eligible to retire by end of fiscal year 2021 shall be allowed to choose layoff under Article 44 of the parties’ CBA instead of participation in the Extended Benefits Program. Employees then displaced under the layoff procedure as a result of the employee’s choice shall be placed in the Extended Benefits Program.

- **Transition Between Programs:** In the event that EOU determines that Work Share Employees’ positions are further affected by a loss of revenue and/or lack of work, EOU will provide written notice to affected Work Share Employees that they will transition to the Extended Benefits Program. EOU shall give such written notice at least two weeks (fourteen calendar days) prior to the effective date of the transition.

Likewise, if EOU concludes that sufficient revenue and work has become available to return an Extended Benefits Employee to the Work Share Program, EOU shall return the employee to their former position without loss of seniority, as part of the Work Share Program. EOU shall give notice to the employee at least two weeks (fourteen calendar days) prior to the effective date of the employee’s return to the Work Share Program, unless a shorter notice period is agreed to by the employee.

**Additional Provisions:**

- **Unemployment Insurance:** It is the parties’ understanding that both Work Share Employees and Extended Benefits Employees are likely eligible for unemployment compensation. Work Share Employees and Extended Benefits Employees who are eligible for State unemployment insurance will also likely be eligible for the federal government’s expanded weekly unemployment insurance benefit of \$600 through July 25, 2020.

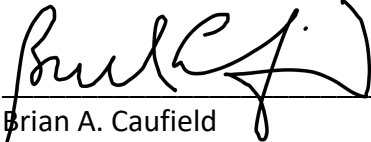
- **Trial Service Employees:** Trial Service Employees shall have access to the Extended Benefits Program, but may not be eligible for layoff rights.
- This agreement does not waive or limit the University's ability to implement procedures or actions under Article 9, 40, 44, 50, or any other article in the SEIU collective bargaining agreement and shall not set precedent for any future employment actions.
- The University will allow Work Share and Extended Benefits Employees to attend presentations held jointly by the Union and University about the programs during worktime.

**SEIU, Local 503, OPEU**

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Melissa Unger  
Executive Director

Dated: \_\_\_\_\_

**Eastern Oregon University**

  
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Brian A. Caufield  
Chief Negotiator

Dated: 05/04/20