

Letter of Agreement

Alternative to Layoffs for Portland State University

This Letter of Agreement is between the Portland State University (PSU or University) and the SEIU Local 503, OPEU (Union).

A lack of funds in the University's auxiliary budgets due to the COVID-19 pandemic has made it necessary for the University to make the tough decision to reduce staffing levels for bargaining unit members who work at University Place Hotel (UPL), Auxiliaries, Facilities, Helen Gordon Child Development Center, Student Health and Counseling (SHAC) and the Office of Academic Affairs (OAA). Pursuant to Article 44, Section 11 of the 2019-2021 OPU/SEIU collective bargaining agreement (CBA), PSU 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 "**PSU Extended Benefits Program for SEIU-Represented Employees.**"

Program details:

Employees who work in units impacted by a loss of revenue and/or lack of work due to COVID-19 mitigation efforts and would normally be laid off (the "Impacted Employees") will, instead of being laid off immediately after the notice period identified below, participate in the University's new Extended Benefits Program. Under this Program, and pursuant to further terms identified below, the University will: (1) place effected employees on Leave Without Pay (LWOP) on May 16, 2020; (2) pay both the employer and employee share of the Impacted Employees' health care benefit contributions; and, (3) either return the Impacted Employees to their former positions without loss of seniority by September 27, 2020 or provide notice of layoff.

- **Notice Period:** By no later than May 1, 2020, PSU will provide notice to Impacted Employees that they will transition to the new Extended Benefits Program effective May 16, 2020. Impacted Employees will continue to receive full pay and benefits through May 15, 2020, and will have the option—but will not be required—to request or use leave during this interim time period, subject to supervisory approval.

- **LWOP Eligibility and Duration:** All impacted employees shall be eligible for the extended benefits program. Following their notice period, Impacted Employees will remain on LWOP until such time as revenue and/or work returns to their unit. Such LWOP shall not extend beyond September 27, 2020.

- **Health insurance:** Impacted Employees who are enrolled in the University-provided health care coverage shall be provided continued core health care benefits coverage for the period of LWOP. During the LWOP period, PSU will pay an Impacted Employee's health care benefit contribution. The University will also pay its required contribution. Optional insurance plans and flexible spending accounts will continue to be the responsibility of the employee but the employee may cancel these benefits during the LWOP period.

- **Unemployment Insurance:** It is the parties understanding that Impacted Employees are likely eligible for unemployment compensation because the Oregon Employment Department notes that any employee who is out of work because of COVID-19 is now eligible for unemployment benefits through the State. This includes employees who are temporarily laid off, furloughed, unable to work because they have to stay home to care for a child due to school closures, and/or unable to work because their

employer has ceased or curtailed operations due to COVID-19. Impacted 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. As such, the University will not challenge Impacted Employees' applications to OED for COVID-19 related unemployment insurance.

- **Return to work:** When work returns to the units, employees will return to work by seniority order with the goal of returning as many employees to full pay status as possible before the end of summer, 2020.

- **Layoff rights:** Should the University be unable to return Impacted Employees to work by September 27, 2020 due to a lack of work or for financial reasons, the Impacted Employees shall be separated from employment and granted all layoff rights, pursuant to Article 44 of the parties' CBA. The University will provide the layoff notices at least thirty days before the separation date. Please note that employees in Trial Service may not have layoff rights provided for in the CBA.

Additional Provisions:

- **Trial Service Employees:** Trial Service Employees shall have access to the Extended Benefits Program, but, as noted above, 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 40, 44, or any other article in the SEIU collective bargaining agreement and shall not set precedent for any future employment actions.
- Impacted employees who are eligible to retire by end of fiscal year 2021 shall be allowed to choose layoff instead of participation in the Extended Benefits Program. Employees displaced under the layoff procedure shall be placed in the Extended Benefits Program.
- The University will allow impacted employees to attend presentations held jointly by the Union and University about the extended benefits program during worktime.

SEIU, Local 503, OPEU



Melissa Unger
Executive Director

Dated: 04/29/20

Portland State University



Brian A. Caufield
Chief Negotiator

Dated: 04/29/20