

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is hereby entered into by and between the Portland Public Schools (District) and the Service Employees International Union (SEIU) for the purpose of modifying the existing 2019-20 work year and work schedule for July 2020 and compensation for members of the bargaining unit.

WHEREAS, the parties recognize the significant challenges presented by the ongoing public health emergency caused by the COVID-19 pandemic; and

WHEREAS, the parties agree that the pandemic will have both short-term and long-term adverse impacts on the District's budget; and

WHEREAS, the parties acknowledge the presence of state and federal resources that can be accessed during this emergency in the form of assistance to furloughed workers;

THEREFORE, the District and SEIU hereby agree to the following:

1. The hours of the work week for all members of the bargaining unit shall be reduced by 20%, for each week beginning May 4, 2020, through July 31, 2020. This will include three inclement weather make-up days, scheduled for June 8, 9, and 10. For example, an employee regularly working 40 hours per week reduced by 20% will work 32 hours per week. Work schedules will be determined based on the member's job responsibilities at the direction of the supervisor. The district will make every effort to ensure 4 consecutive work days.
2. The compensation of bargaining unit members shall be reduced by 20% for each of the weeks.
3. Bargaining unit members will not be expected to perform any duties or to be available for any purpose during their furloughed work hours.
4. The parties acknowledge the waiver of Oregon's one-week waiting period for unemployment eligibility announced by Governor Kate Brown, thereby allowing bargaining unit members to be eligible for benefits beginning with the first reduced work week. The District and SEIU will collaboratively provide information to bargaining unit members to assist with the submission of state and federal unemployment claims, with the intention of allowing members to access all available government assistance, including assistance provided by the Federal Pandemic Unemployment Compensation program (PUC program) as set forth in the CARES Act.
5. The parties acknowledge that the CARES Act and Oregon's unemployment insurance laws and regulations govern eligibility of employees for access to unemployment insurance benefits, including PUC program payments of \$600 per week per eligible employee, and further acknowledge that neither party can guarantee determination of eligibility, which is outside the control of the parties. The District will exclude bargaining unit members from participation in the reduced work week program

and maintain their regular wages, if the parties anticipate, or when they learn, that the member will be ineligible for state and federal resources based on the following factors:

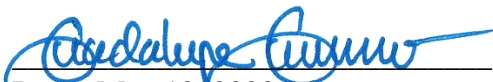
- A. The member has not been employed with the District for 6 months full-time or 12 months part-time;
- B. The member takes time off due to illness or injury that excludes them from eligibility, so long as that is reported to the District in advance of the District's weekly submission to the Oregon Employment Department;
- C. If the Oregon Employment Department determines an employee is ineligible for the work share program, PPS will allow the employee to apply available leave balances to make up the lost hours; or
- D. The member is determined to be "seasonal."
- E. In addition, members who have notified the District of their retirement will be excluded.

6. Should state or federal resources be denied or otherwise not be made available, all bargaining unit members will be returned to their schedule and pay prior to the Work Share program.

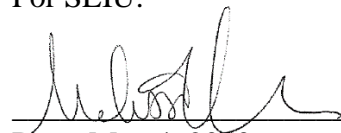
7. All other provisions of the parties' Collective Bargaining Agreement not expressly modified by this Memorandum shall remain in full force and effect.

8. This Memorandum shall expire on July 31, 2020, and shall not set precedent for any future action.

For the District:


Date: May 12, 2020

For SEIU:


Date: May 4, 2020