

## Letter of Agreement

### Alternative to Layoffs for University of Oregon

This agreement is between the University of Oregon (University) and the SEIU Local 503, OPEU (Union).

The parties recognize that because of a projected shortfall in the University's auxiliary budgets it has become necessary for the University to make the tough decision to reduce staffing levels for dining, housing, the student rec center, athletics, the access shuttle program and the EMU. This letter of agreement was developed by the parties through conversations about protecting workers jobs during this crisis and whether any alternatives to layoffs were feasible. For notifications made under the UO's extended benefits program, the parties agree to the following:

#### **UO's Extended Benefits Program or Layoff Overview for SEIU Employees**

##### **Program details:**

Employees who work in units which are impacted by a loss of revenue and/or lack of work due to COVID-19 mitigation efforts and would normally be laid off due to a lack of work will have the choice to participate in the university's new extended benefits program or be laid off with normal layoff rights. Under this program, the university will pay its share of employee health insurance premiums during this leave without pay period. Under either option, the employee's last day in pay status at the university will be thirty days from the date of the notice letter they received from the university.

*NOTICE PERIOD:* Employees are being provided 30 days' notice, during which time they will receive full pay and benefits, consistent with their contractual layoff notice right. Employees can still, but are not required to, request to use leave during this time, subject to supervisory approval.

**Employees must choose one of two options by April 24, 2020.** If the employee doesn't submit their Layoff Election Form to the University by this day, the employee will be deemed to have elected layoff and shall proceed through the layoff process in Article 44 of the Parties' Collective Bargaining Agreement:

**OPTION 1: EXTENDED BENEFITS PROGRAM:** Employees who choose to participate in the new program will have the following rights/benefits:

- **Extended leave without pay:** Following their notice period, employees will be placed on a period of leave without pay until such time as revenue and work returns to their unit. For 12 month employees, such period of leave shall not extend beyond August 31, 2020. For 9 month employees such period of leave shall not extend beyond September 15, 2020.
- **Health insurance:** Employees who are enrolled in the University benefit program shall be provided continued health care coverage for the period of leave without pay. During the leave without pay period, employees will be required to continue to pay their healthcare benefit contribution match and any optional benefits. For most employees this will be 5%. The University will pay its required contribution.
- **Return to work:** When work returns to the units, employees will be returned to work by seniority order with the goal of returning as many employees to full pay status as possible before the end of the summer.
- **Layoff rights:** Should the University be unable to return an employee to work by August 31, 2020 (for 12 month employees) or September 15th, 2020 (for 9 month employees) due to a lack of work or for financial reasons, the employee shall be separated from employment and granted all layoff rights, explained below.

Layoff notice will be provided thirty days before the separation date. Please note that employees in Trial Service do not have layoff rights provided for in the SEIU collective bargaining agreement.

**OPTION 2: LAYOFF:** Employees who do not participate in the extended benefits program may choose to be laid off or exercise their layoff rights. If the employee is not placed through the layoff placement process, the employee's healthcare benefits would end at the end of the month after the layoff date. Layoff rights include:

- During the notice period, the opportunity to displace an employee at the University with lower seniority in the same employment category, provided that the layoff employee is position qualified.
- Employees who are not placed by the effective layoff date are moved to the "recall list" for one year. During that period layoff employees may be placed in future, vacant positions in the employee's same classification or any classification the employee held within the previous three years and had successfully completed trial service.
- More information regarding layoff rights and process will be included in each employee's layoff letter.
- Please note that employees in Trial Service do not have layoff rights provided for in the SEIU collective bargaining agreement.
- Please note that due to the University's hiring freeze, and because other units on campus are also experiencing challenges, there will be less opportunities to place someone into another position on campus through the layoff process.
- Employees should understand that displacement of other employees is a permanent decision—in other words, displacing employees will not be able to return to their current position after August 31.
- Employees entering layoff will be brought back to work through the recall process outlined in Article 44 of the Parties' Collective Bargaining Agreement.

**Additional Provisions:**

- **Displacement:** An employee displaced as a result of a layoff shall have ten (10) business days from the notice of displacement to choose one of the options above.
- **Trial Service Employees:** Trial Service Employees shall have access to the Extended Benefits Program and may not be eligible for Layoff.
- **Union Webinar:** The University will allow affected employees to virtually attend a joint University/Union panel-style webinar without a loss in pay. To ensure the greatest number of employees are able to participate, two sessions will be developed, and employees may attend both sessions if necessary. These sessions will be geared toward: discussing the benefits of the extended benefits program, showing how the Union can be a valuable resource to employees, answering questions and encouraging employees to submit their election forms, and showing what can be accomplished through University/Union collaboration.
- 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 precedence for any future employment actions.



Dated: April 16, 2020

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Melissa Unger

Executive Director

**University of Oregon**



Dated: April 16, 2020

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Missy Matella

Senior Director, Employee and Labor Relations