

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 2021 work year and work schedule 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;

WHEREAS, the parties acknowledge the reduction of hours for staff has avoided layoffs.

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

All employees who do not believe they are eligible for the workshare program will notify the District by 5pm on February 11, 2021.

If employees are not eligible for the workshare program, they will not be included in the work reduction. Program eligibility guidelines are based on length of employment with the District and employment status. Situations where employees may be ineligible are listed below.

The District shall send a file with the hours of the work week for all members of the bargaining unit working in the Nutrition Services department based on having their hours reduced by 20% of their standard (pre-pandemic/pre-March 13, 2020) scheduled hours, for each week beginning February 8, 2021. For example, an employee who has a schedule based on 40 hours per week, when reduced by 20%, will work 32 hours per week.

The compensation of workshare eligible bargaining unit members shall be reduced by 20% from their standard (pre-pandemic/pre-March 13, 2020) pay for each of the weeks.

Bargaining unit members will not be expected to perform any duties or to be available for any purpose during their reduced work hours unless they are notified by the District of an operational need as described below.

If it is determined there is an operational need for employees to increase their hours during the furlough period, the District will first offer that work to the employees that are not qualified for the workshare program. If the work cannot be accomplished by those ineligible employees, the

District will make every effort to balance the workload within the workshare assignments and then assign work in inverse seniority order.

The District and SEIU will collaboratively provide information to bargaining unit members about the work share program 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, Consolidated Appropriations Act and other future Acts .

The parties acknowledge that the Consolidated Appropriations Act and other future 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 \$300 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 current 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 worker who is deemed ineligible for work share shall maintain their current hours. A worker maybe ineligible for state and federal resources or for participation based on the following factors:

1. The member has not been employed with the District for 6 months full-time or 12 months part-time;
2. The member is determined to be "seasonal."
3. Employees who are on an approved leave of absence (OFLA, FMLA, ADA, etc), paid or unpaid, will not participate the week/s they are on leave.
4. Employees who take any amount of unpaid absence will not be eligible for benefits that week.
5. Employees who decline any work time for any reason besides approved paid leaves in the week will not be eligible for benefits for that week and will be removed from participation.
6. Employees who have seen a reduction in hours greater than 20% will be offered work to meet the 20% reduction. If the offer is declined, the employee will not be eligible for benefits for the week/s they decline work.
7. In cases where OED will not be providing a benefit for the week(s) of the program, the affected bargaining unit members will be returned to their schedule and pay prior to the Work Share program upon notification by OED or the employee. The employee's regular schedule will begin the week following the notification of ineligibility. The employee's pay and hours may remain reduced for the weeks prior to notification. PPS will not make the employee whole nor change the participation. Additional earnings from a second job, retirement, or depletion of unemployment benefits are examples, but may not fully represent reasons an individual may be denied a benefit payment.

The District and SEIU will compile questions as a result of the workshare program in a shared document and meet once a week for one (1) hour to discuss questions and concerns. It will not be the responsibility of the District to attempt to resolve benefit payment issues. However if the union or OED/Work Share notifies PPS of information needed for a claim to be processed that only PPS has access to or represents the weekly submission process, PPS will provide the information.

PPS will provide an updated initial program application to ensure all eligible employees (those who meet the employment requirements) are updated in OED's system.

PPS will support the gathering of employee initial application forms. PPS will not be responsible or participate in providing documents in regards to work authorization or in the resolution of issues, such as fraudulent claims due to identity theft.

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

This Memorandum shall expire when no enhanced weekly benefit is available or when the District or OED determines the program cannot be continued and shall not set precedent for any future action.

For the District:

For SEIU:

Melissa Unger

[Melissa Unger \(Feb 10, 2021 15:49 PST\)](#)

2/10/21

Feb 10, 2021