

**LETTER OF AGREEMENT  
COVID-19: WORKPLACE ISSUES**

This Letter of Agreement (“LOA”) is between the Universities and the SEIU Local 503, OPEU (“Union”), collectively referred to as the Parties, to address temporary modifications to the Parties’ 2019-2021 collective bargaining agreement (“CBA”) or arrive at other understandings related to potential workplace issues that may arise as a result of steps taken by the Universities to address the COVID-19 pandemic or comply with Federal, State, and Local laws, regulations, and guidelines.

The terms contained in this LOA are effective during the period of March 20, 2020 to May 7, 2020, or on a date the Governor of the State of Oregon rescinds the State of Emergency declared through Executive Order 20-03, whichever is earlier. Should the State of Emergency extend beyond May 7, 2020, the parties shall meet to discuss the terms of this LOA.

The Universities fully intend to continue operations and apply the CBA, which remains in full force and effect, along with the following:

**Incubation Period:**

The Parties agree that where the phrase incubation period is used in relation to COVID-19, it will mean a period of fourteen (14) calendar days from the date of the last possible exposure known to the University.

**Telecommuting Opportunities**

In an effort to support SEIU-represented classified employees, the Universities will approve an employee’s request to telecommute unless the employee’s position is one that is incapable of being performed away from the worksite, the operating needs of the University would otherwise require the employee to be at the worksite, or resources to perform the work required by the employee are unavailable (i.e., computers, network availability, etc.). If the employee disagrees with a University’s decision, the employee may appeal the decision in writing to the University’s Chief Human Resource Officer (“CHRO”), or designee, within five (5) calendar days of receipt of the University’s decision. The University’s CHRO, or designee, shall respond within three (3) calendar days approving or denying the telecommuting request. The decision is final and not subject to the CBA’s grievance or arbitration procedure.

**Environmental Cleaning and Disinfection**

To ensure the safety and health of SEIU represented employees, the Universities will provide available, necessary and appropriate, CDC or OHA required training, safety equipment, supplies, and personal protective equipment to employees who are required and scheduled to work by their supervisor to assist with environmental cleaning and disinfection of a facility which has been visited by an individual suspected/confirmed to have COVID-19.



**Trial Service Employees**

Trial service employees may immediately begin to access any of their accrued leave without waiting for their trial service period to expire.

**Flexible Scheduling, Emergency Paid Sick Leave, and CBA Leaves**

The State of Emergency in Oregon as it relates to COVID-19's global pandemic is likely to present uncertain times ahead. SEIU-represented employees must always consider their well-being and the well-being of their families. To this end, the Universities agree to provide all SEIU-represented employees with two (2) weeks of emergency paid sick leave pursuant to the Emergency Paid Sick Leave Act ("H.R. 6201"), but will make this leave available to all SEIU-represented employees without the need for a qualifying event listed in H.R. 6201. This emergency paid sick leave is up to eighty (80) hours for full-time employees, prorated for part-time employees, and paid at the employee's regular rate of pay. This leave is in addition to the leaves accrued and provided for by the CBA, and there is no requirement that the employee use or exhaust their accrued leaves prior to using the emergency paid sick leave.

While it is recommended that where an employee may need to be away from the worksite for personal or health related reasons, including the need to be at home for the care of a child whose school or place of care has closed due to this public health emergency, the employee first request a flexible schedule or telecommuting, the employee need not request such first and may use the emergency paid sick leave above.

If the employee requests a flexible schedule or telecommuting, the Universities will work to approve flexible scheduling if operational needs permit and telecommuting in accordance with the language above. When flexible scheduling or telecommuting are not possible, an employee may use their own personal leave, vacation time, emergency paid sick leave or sick time for reasons stated in the CBA or Oregon Sick Leave Law, or leave without pay to cover the time away from the worksite.

Employees shall be eligible for hardship leave under Article 36, Section 8 of the CBA provided an employee has exhausted all other paid leave including the emergency paid sick leave.

**Exposure Risk**

If a University has knowledge that an employee has been potentially exposed to someone with COVID-19 during the course of their work, the employee's supervisor will notify the employee within one (1) business day from knowledge of the exposure.

**Legislative or Executive Action**

The Parties recognize that legislation and executive actions related to COVID-19 are ever evolving. In the event Federal or State legislative or executive action affects a University or the Universities such that it is necessary to modify this LOA, USSE's Director of Labor Relations Services shall notify the Union.



**Future Bargaining**

This agreement shall not establish a precedent in the negotiation of any future agreements on the subjects addressed herein.

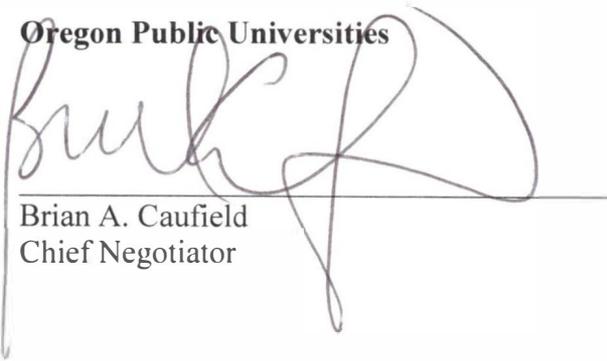
**Service Employees International Union, Local 503, OPEU**

*Melissa Unger*

Dated: 3/20/20

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Melissa Unger  
Executive Director

**Oregon Public Universities**



Dated: 3/20/2020

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Brian A. Caufield  
Chief Negotiator