

LETTER OF AGREEMENT COVID-19: WORKPLACE ISSUES

This Letter of Agreement is entered into between Eastern Oregon University (EOU), Oregon Institute of Technology (OIT), Oregon State University (OSU), Portland State University (PSU), Southern Oregon University (SOU), University of Oregon (UO), and Western Oregon University (WOU) (“Universities”) and SEIU Local 503, OPEU (“Union”).

Due to the budget and workplace impacts resulting from the COVID-19 pandemic, it is necessary for the Universities and the Union to work collaboratively in order to keep our campus community safe while also protecting jobs and ensuring a smooth resumption of activities on campuses for the fall term and beyond.

The terms contained in this LOA are effective during the period of September 1, 2020 to June 30, 2021, 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.

The Universities fully intend to continue operations and apply the 2019-2021 OPU/SEIU Collective Bargaining Agreement (“CBA”), which remains in full force and effect, along with the following:

Existing University Letters of Agreement (LOA):

Each of the Universities have entered into individual LOAs pursuant to Article 44, Section 11 of the CBA that address alternatives to layoffs and include an Extended Benefits Program and/or a Workshare Program, along with other campus specific provisions. The terms of each of those LOAs, identified below by the date of last signature, are extended to December 31, 2020

Eastern Oregon University (May 5, 2020)

Oregon State University (May 19, 2020)

Oregon Institute of Technology (May 6, 2020)

Portland State University (April 29, 2020 (Extended Benefits) and May 28, 2020 (Workshare)

Southern Oregon University (April 30, 2020)

University of Oregon (July 31, 2020)

Western Oregon University (August 11, 2020)

Telecommuting Opportunities, Flexible Scheduling and CBA Leaves

In support of SEIU-represented classified employees, the Universities will approve an employee's request to telecommute unless the employee's assigned duties cannot be 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 (e.g., computers, network availability, etc.).

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 may first request a flexible schedule or telecommuting or use leaves available to them.

If the employee requests a flexible schedule or telecommuting, the Universities will work to approve flexible scheduling and/or telecommuting if operational needs permit and 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 (if available) 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.

Environmental Cleaning and Disinfection

To support the safety and health of SEIU represented employees, the Universities will provide necessary and applicable CDC, OHA, or OSHA legally 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. Employees assigned to clean and disinfect in an area known to the University to have been exposed by an individual confirmed to have COVID-19 shall have the proper PPE provided pursuant to CDC, OHA, or OSHA guidelines.

Exposure Risk

If a University has knowledge that an employee, during the course of their work has been in direct or close contact, as defined by CDC, with someone confirmed to have COVID-19, the employee's supervisor or other University personnel will notify the employee within one (1) business day from when the employee's supervisor or other University personnel is informed by an authorized governmental agency of the person confirmed to have COVID-19. Likewise, employees who are awaiting a COVID-19 test result, have tested positive for COVID-19, or have been asked to self-quarantine by an appropriate medical authority shall notify their supervisor immediately and shall follow the appropriate medical authority's directive on when they can report to campus.

University Reopening

The Universities acknowledge that the health and safety of students, faculty, and staff is a primary consideration in decision-making about how and when to resume activities on a campus. The classified staff—through their local union— should be consulted with respect to a campus resumption plan, and modifications thereto. In order to ensure full participation, Universities shall be transparent and keep the classified staff fully informed by having at least one (1) University committee, which may be the Labor-Management Committee under Article 52 of the

CBA, with an SEIU-represented classified employee chosen by the Union that will be consulted on the resumption plan and/or modifications thereto. The University's resumption plan and/or any modifications thereto, will be provided to the local Union President prior to the plan or modifications being approved or implemented. Whenever possible, such notice shall be at least three (3) business days before the date set for approval or implementation.

Additional Provisions

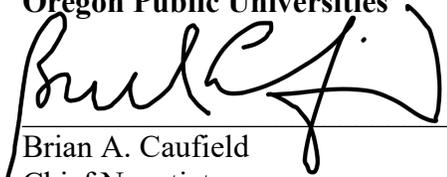
Recall Period: The Parties agree to increase the time an employee can be on the on the recall list to twenty-four (24) months (Article 44, Section 9. (A)(3)(b)) for employees who have been laid off since May 1, 2020.

SEIU, Local 503, OPEU

Melissa Unger
Executive Director

Dated: _____

Oregon Public Universities



Brian A. Caufield
Chief Negotiator

Dated: September 9, 2020