

Letter of Agreement

Alternative to Layoffs for Southern Oregon University

This Letter of Agreement is between Southern Oregon University (SOU or University) and the SEIU Local 503, OPEU (Union).

Due to the budget impacts resulting from the COVID-19 pandemic and a decrease in revenue, it is necessary for the University to make the tough decision to reduce staffing levels for bargaining unit members.

Pursuant to Article 44, Section 11 of the 2019-2021 OPU/SEIU collective bargaining agreement (CBA), SOU and the Union met to discuss protecting bargaining unit members' jobs during this crisis and whether any alternatives to layoffs were feasible. On April 30, 2020, the parties agreed to Furloughs effective May 1, 2020 through December 31, 2020 via the parties' joint application to the Oregon Employment Department's Workshare Program (expires May, 2, 2021) and the established the **"SOU Extended Benefits Program for SEIU-Represented Employees."** **Since furloughs will be extended, the parties agree to reapply to the Oregon Workshare Program again effective April 25, 2021.**

Program details:

- **Furloughs:** Effective March 14, 2021 through September 6, 2021, through the continued application of furlough days, bargaining unit members (Furloughed Employees) will experience an hours reduction of between twenty and forty percent (20% - 40%), depending on the availability of work related to their positions, and, if eligible, participate in the Work Share Oregon program. SOU's Human Resources Department will notify, or re-notify as appropriate, Furloughed Employees of their personal furlough status no later than March 12, 2021 with instructions on how to participate in the Work Share program if applicable.

If SOU decreases the furlough requirements or rescinds furlough requirements for unclassified administrators as a group at any time, then SOU agrees to do the same for classified employees at that time.

Changes to Furloughed Employees' status after March 14, 2021 must be made at least five (5) business days in advance of the beginning of the week in which the change in furlough hours is to take effect.

Whenever possible, the university will assign furlough equally among all classified staff in a work unit. If a greater amount of furlough must be assigned to some classified employees and not others within a work unit where multiple classified staff are in the same classification or perform the same job function, then considerations shall be given to those classified employees with the most seniority, provided that the employee is position qualified.

In the event Furloughed Employees' positions must be transitioned to layoff (Transitioned Employees) prior to September 6, 2021 as a result of COVID-19 mitigation efforts, these

Transitioned Employees will, instead of being laid off immediately after the notice period identified below, be placed in the University's Extended Benefits Program.

- **Extended Benefits Program:** Under the University's Extended Benefits Program, and pursuant to further terms identified below, the University will: (1) place Transitioned Employees on Leave Without Pay (LWOP) following their notice period; (2) pay both the employer and employee share of the Transitioned Employees' health care benefit contributions; and, (3) either return the Transitioned Employees to their former positions without loss of seniority by September 6, 2021 or provide notice of layoff.
- **Notice Period:** SOU will provide notice to Transitioned Employees and the Local Union President that they will transition from furlough to the University's Extended Benefits Program no later than fifteen (15) days prior to the effective date of the transition.
- **LWOP Eligibility and Duration:** All Transitioned Employees shall be eligible for the University's Extended Benefits Program. Following their notice period, Transitioned Employees will remain on LWOP until such time as revenue and/or work returns to their unit. Such LWOP shall not extend beyond September 6, 2021.
- **Health Insurance:** Transitioned Employees who are enrolled in the University-provided health care coverage shall be provided continued core health care benefits coverage for the period of LWOP. During the LWOP period, SOU will pay a Transitioned Employee's health care benefit contribution. The University will also pay its required contribution. Optional insurance plans and flexible spending accounts will continue to be the responsibility of the employee but the employee may cancel these benefits during the LWOP period.
- **Unemployment Insurance:** It is the parties understanding that both Impacted Employees and Transitioned Employees are likely eligible for unemployment compensation because the Oregon Employment Department notes that any employee who is out of work because of COVID-19 is now eligible for unemployment benefits through the State. This includes employees who are temporarily laid off, furloughed, unable to work because they have to stay home to care for a child due to school closures, and/or unable to work because their employer has ceased or curtailed operations due to COVID-19. Impacted Employees and Transitioned Employees who are eligible for State unemployment insurance will also likely be eligible for additional federal unemployment insurance stimulus benefits.
- **Work Share Oregon:** SOU intends to continue to work within the approved 1-year Work Share Oregon program application period, which will significantly aid in streamlining the unemployment compensation process through the State. Eligibility for this benefit requires six-months of full-time or twelve-months of part time active service at SOU. Participants must timely complete required forms for the program as communicated by SOU's Human Resources Department. During the furlough period, Furloughed Employees will continue to receive eligible accruals on a full-time basis and retirement contributions on a prorated basis. Furloughed Employees currently eligible for health benefits will maintain benefits.
- **Return to work:** When work returns to the units, or state budget allocations reposition the university to return furloughed employees to work before September 6, 2021, they will return to work by seniority order.

- **Layoff Rights:** Should the University be unable to return Transitioned Employees to work by September 6, 2021 due to a lack of work or for financial reasons, the Transitioned Employees shall be separated from employment and granted all layoff rights, pursuant to Article 44 of the parties' CBA. The University will provide the layoff notices at least thirty days before the separation date. Please note that employees in Trial Service may not have layoff rights provided for in the CBA.

Additional Provisions:

- **Trial Service Employees:** Trial Service Employees shall have access to the Extended Benefits Program, but, as noted above, may not be eligible for layoff rights.
- 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 precedent for any future employment actions.
- Transitioned Employees who are eligible to retire by end of fiscal year 2021 shall be allowed to choose layoff under Article 44 of the parties' CBA instead of participation in the Extended Benefits Program. Employees then displaced under the layoff procedure as a result of the Transitioned Employee's choice shall be placed in the Extended Benefits Program.
- The University will allow Furloughed and Transitioned Employees to attend presentations held jointly by the Union and University about the extended benefits program during worktime.
- In the event budgetary conditions and revenue streams improve by August 13, 2021 enrollment numbers, SEIU may demand to bargain over the September 6, 2021 date.

SEIU, Local 503, OPEU

Oregon Public Universities on behalf of SOU

Melissa Unger

[Melissa Unger \(Mar 11, 2021 13:17 PST\)](#)

Melissa Unger
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SEIU 503



Brian A. Caufield
Chief Negotiator
USSE

Mar 11, 2021

Dated: _____

Dated: March 15, 2021