

Letter of Agreement

Alternative to Layoffs for Oregon State University

This Letter of Agreement is between Oregon State University (OSU 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), OSU and the Union met to discuss protecting bargaining unit members' jobs during this crisis and whether any alternatives to layoffs were feasible. As a result of these negotiations, the parties hereby agree to establish the **"OSU Work Share and Extended Benefits Program for SEIU-Represented Employees."**

Program details:

Effective May 20, 2020, OSU may place eligible bargaining unit member in either the Work Share Program or the Extended Benefits Program. A list of workers being place in the two programs will be provided to the Local Union President no more than one (1) business day after notice to the affected employee(s). Workers notified after May 20, 2020 shall have written notice at least five (5) business days prior to the effective date of the employee(s) initial participation in a program unless a shorter notice period is agreed to by the employee in accordance with the schedule change provisions of Article 50, Section 14. Both programs shall conclude on June 30, 2021, unless terminated earlier.

- **Work Share Program:** The Work Share Oregon program, administered by the State of Oregon Employment Department, allows employers and employees to avoid layoffs by allowing a reduction in the amount of time employees work each week, with employees receiving unemployment compensation for the period of time that their work is reduced. Under this program the time reduction cannot be more than 40% nor no less than 20% and the amount of reduction can vary from week to week in response to employer needs. The main eligibility criteria for an employee to participate in this program is that the employer must have applied and been accepted into the program, and the employee must have been employed by the employer full-time for at least six months or part time for at least twelve months. In order for an employer to participate in the Work Share Program they must have approval of the Union including the signature of an authorized agent of the Union on the application.

To avoid layoffs, OSU will promptly apply to participate in the Work Share Oregon program. SEIU will cooperate with OSU in completing the application. As part of the application process, depending on the availability of work related to their positions and eligibility for the Work Share Oregon program, OSU will notify bargaining unit members of their participation in the program (making them "Work Share Employees") and their initial work schedule. Participants must complete required forms for the program, in a timely manner, as communicated by OSU's University Human Resources Department. Bargaining unit members who become eligible and available after the start of the program may enter the program later. Work Share Employees shall continue to receive eligible accruals based on their FTE prior to the reduction in hours. Work Share Employees currently eligible for health benefits will maintain benefits.

Pursuant to Article 50, Section 14, changes affecting an Employees' Work Share schedule must be made known in writing by OSU to the employee with at least five (5) business days in advance of the beginning of the week in which the change is to take effect.

While on Work Share, should an employee need to use accrued leave their supervisor will, whenever practicable, allow the employee to flex their time to stay within Work Share eligibility for the week.

Recognizing that use of vacation leave may adversely impact a Work Share employee's eligibility to receive Work Share payment from the Oregon Employment Department, the University agrees to raise the maximum vacation accrual amount for those employees in the Work Share program to 325 hours. This raised maximum will remain in effect until either the employee is taken off of Work Share, or until expiration of the LOA on June 30, 2021. The vacation accrual rates outlined in Article 43, Section 10 shall remain in effect for purposes of determining vacation payout should an employee leave the University.

Extended Benefits Program: Alternatively, OSU may place employees into the Extended Benefits Program. Such "Extended Benefits Employees" shall be on Leave Without Pay (LWOP) status. Extended Benefits Employees who are enrolled in the University-provided health care coverage shall be provided continued core health care benefits coverage for the Extended Benefits period. OSU will pay both the employer and employee portion of the Extended Benefit Employee's health care benefit premium contribution during this period. Optional insurance plans and flexible spending accounts will continue to be the responsibility of the Extended Benefits Employee, but the employee may cancel these benefits during the Extended Benefits period.

Should the University be unable to return Extended Benefits Employees to work by June 30, 2021 due to a lack of work or for financial reasons, the Extended Benefits Employees shall be separated from employment and granted all layoff rights, pursuant to Article 44 of the parties' CBA. Extended Benefits 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 employee's choice shall be placed in the Extended Benefits Program.


- **Transition Between Programs:** In the event that OSU determines that Work Share Employees' positions are further affected by a loss of revenue and/or lack of work, OSU will provide written notice to affected Work Share Employees and to the Local Union President that they will transition to the Extended Benefits Program. OSU shall give such written notice at least two weeks (fourteen calendar days) prior to the effective date of the transition.

Likewise, if OSU concludes that sufficient revenue and work has become available to return an Extended Benefits Employee to the Work Share Program, OSU shall return the employee to their former position without loss of seniority, as part of the Work Share Program. OSU shall give notice to the employee and the Local Union President at least two weeks (fourteen calendar days) prior to the effective date of the employee's return to the Work Share Program, unless a shorter notice period is agreed to by the employee.

Additional Provisions:

- The University commits to a holistic review of all employee groups during the time period of this Letter of Agreement in order to employ a practicable shared sacrifice across all employee groups.
- **Unemployment Insurance:** It is the parties' understanding that both Work Share Employees and Extended Benefits Employees are likely eligible for unemployment compensation. Work Share Employees and Extended Benefits Employees who are eligible for State unemployment insurance will also likely be eligible for the federal government's expanded weekly unemployment insurance benefit of \$600 through July 25, 2020.
- **Trial Service Employees:** Trial Service Employees shall have access to the Extended Benefits Program, but may not be eligible for layoff rights.
- Where multiple employees within the same unit have the same classification or substantially similar job duties, they will be placed in the same program in an equivalent manner whenever practicable. If a greater amount of work reduction must be assigned to some classified employees but not others within a work unit, seniority will be used to determine who continues working the most, provided that the employee is position qualified.
- This agreement does not waive or limit the University's ability to implement procedures or actions under Article 9, 40, 44, 50, or any other article in the SEIU collective bargaining agreement and shall not set precedent for any future employment actions.
- The parties agree that decisions to place employees into either of these programs constitute a management right, as specified in Article 9, Section 1.
- The University will allow Work Share and Extended Benefits Employees to attend presentations held jointly by the Union and University about the programs during worktime.

SEIU, Local 503, OPEU


MELISSA UNGER (Dec 22, 2020 09:32 PST)
Melissa Unger
Executive Director

Dated: Dec 22, 2020

Oregon State University

DocuSigned by:

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Brian Caulfield
Chief Negotiator

Dated: 12/23/2020 | 12:15:11 PST