

**Memorandum of Agreement between
Portland State University (University)
and the Portland State University Chapter
of the American Association of University Professors (Association)
September 22, 2017**

Subject: Revision of Article 32 Section 2 and transition issues for implementation

Recitals:

The parties seek to make revisions to the structure of the Donated Sick Leave Bank Program (DSLBB), and resolve issues from implementation of the DSLBB in the first year.

Agreement:

1. Article 32 Section 2 will be revised as follows:

Section 2. Donated Sick Leave Bank.

- (a) The University and PSU-AAUP will partner to maintain a DSLBB for bargaining unit members. Bargaining unit members who participate in the DSLBB may withdraw sick leave from the DSLBB as provided in this Section.
- (b) All current bargaining unit members will be automatically enrolled in the DSLBB on October 1, 2017, and then October 1 of each subsequent year.
- (c) New bargaining unit members will be provided information regarding the DSLBB at the time that they are provided other information regarding employee benefits. New bargaining unit members will be automatically enrolled in the DSLBB on the 45th day after the last day of the month in which they were hired.
- (d) Bargaining unit members who do not wish to remain enrolled in the DSLBB may opt out between October 1 and October 31, 2017, and then during each subsequent year between October 1 and October 31 (the annual open enrollment period). A participating member who does not affirmatively opt out of the DSLBB during the annual open enrollment period will be automatically renewed as a participant in the DSLBB and will be subject to assessments and special calls as provided below.
- (e) Upon enrolling in the DSLBB, a bargaining unit member irrevocably pledges seven (7) hours of the member's accrued sick leave for contribution to the DSLBB, regardless of the member's FTE, plus any annual assessments described below, if required. The annual irrevocable pledge is subject to annual review and may be revised as per (i) below. If the bargaining unit member does not have seven (7) hours at the time of enrollment, the enrollment will be held open and will be implemented as soon as the bargaining unit member has sufficient sick leave to enroll.
- (f) Bargaining unit members shall receive acknowledgement of each donation made to the DSLBB, and each allocation received from the DSLBB within 20 working days of the donation or allocation.

- (g) A bargaining unit member who participates in the DSLB may withdraw and use sick leave from the DSLB as follows:
1. The member must have exhausted all of his/her own accrued sick leave.
 2. The DSLB may be used to provide the member with paid time off during any leave that qualifies under FMLA, OFLA, the Americans with Disabilities Act (ADA), or the University standards governing use of sick time (former OAR 580-021-0040), including maternity leave or paternity leave upon the addition of a child to the member's family (whether by birth, adoption or otherwise).
 3. A member must request use of leave from the DSLB on a form to be prepared and provided by the Office of Human Resources and PSU-AAUP. The initial use of leave from the DSLB may be for a period of up to 20 working days at the member's regular FTE. If the member needs additional leave at the end of the initial 20 working days, the member may request and receive an additional 20 working days of paid leave from the DSLB. The maximum amount of leave from the DSLB that may be used for a single event is 40 working days at the member's regular FTE.
 4. Leave from the DSLB may be used intermittently.
 5. Leave from the DSLB is to be used prior to, and not concurrently with, any short-term or long-term disability insurance that may be available to the member. Leave from the DSLB may be used concurrently with compensation from the University's workers compensation insurance as long as compensation does not exceed the employee's regular salary.
 6. Leave from the DSLB may be used prior to or after, but not concurrently with, any unearned sick leave advance that may be available to the member under University policy.
 7. Any denial of a request for sick leave from the DSLB must be in writing and include the reason for the denial. Denials may be appealed through the grievance process as outlined in Article 28 Division B.
- (h) Sick time will be withdrawn from participating bargaining unit members' accrued sick leave and charged to a donating member's department as follows:
1. Sick leave will be withdrawn from participating member's accrued sick leave and charged to the donating member's department at the donating member's hourly rate of pay, plus OPE on the dates or within the windows noted herein. These funds will accrue to the DSLB to be used when needed as per Section 2 (e).¹
 2. DSLB funds must not be used for any other purpose than those allowed in Article 32 Section 2.²
 3. Any balance of unused DSLB funds at the end of each fiscal year will roll over to the subsequent year's DSLB.³


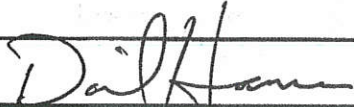
¹ 2016 07Jul27 MOU Revision Article 32 Section 2

² Ibid.

³ Ibid.

- (i) Should the DSLB require additional donations beyond those provided above, the following will apply:
1. The DSLB can impose an assessment of up to six (6) additional hours per year to participating members. The decision to impose an assessment shall be made by the DSLB Committee (defined below). The minimum assessment shall be two (2) hours.
 2. Should additional donations be required after the maximum assessments have been received, the DSLB Committee will issue a special call for additional donated sick leave on a voluntary basis. The special call window will be open for a period of thirty (30) days unless the University and the Association agree to a different amount of time. The special call will be for seven (7) hours of additional donated sick leave unless the University and the Association agree to make a call for a different number of hours.
 3. If the special call does not replenish the bank sufficiently to meet the need, the DSLB Committee will advise the University and the Association Labor Management Committee of the shortfall. The University and the Association agree they will convene a meeting within ten (10) working days of such notice to determine what additional options may be available to meet the needs of AAUP bargaining unit members. During this time, AAUP bargaining unit members will be advised of any and all programs they qualify for in order to get a complete paycheck on payday. It should be noted that even after all efforts are exhausted, AAUP bargaining unit members may not receive a full paycheck.
- (j) The Office of Human Resources and the Association shall convene the bilateral DSLB committee, to review the operation of the DSLB. PSU-AAUP and the University shall appoint 2-3 members to the committee. The committee will meet quarterly. At the quarterly meeting prior to the annual open enrollment period, the committee will review prior year's bank performance and determine if the open enrollment period donation amount in (e) above shall change to a higher or lower amount.
- (k) Human Resources will provide to the committee on a quarterly basis; at least one week prior to the DSLB committee meeting, the information in the list below. The information will be provided at once in the same document:
- Number of Hours (and their monetized value) donated in the bank in current quarter and year to date.
 - Number of participating members this quarter.
 - Number of Hours (and their monetized value) paid out by the bank quarterly and year to date.
 - Number of DSLB sick leave recipients, this quarter.
 - List of all recipients (with no personal information), amount of sick time received and how much requested and approved.
 - DSLB balance (in monetized value).

- Projected DSLB balance after paid out on approved disbursement requests (and the timing of those future requests) based on the knowledge available at the time.
 - In order to protect bargaining unit member's privacy and health information, the names of members using the DSLB will not be provided.
2. The participating members who were negatively impacted on the June 2017 paycheck, and any subsequent paycheck, will be addressed as follows and in the following order:
- a. Any participating member who did not receive their approved DSLB sick leave allocation in June 2017 which resulted in their receiving no paycheck, or a reduced paycheck, shall be made whole from the DSLB as soon as possible after the July 2017 special call closes, or after the October opt-out window close.
 - b. Any participating member who had their vacation leave bank deducted in June instead of their DSLB sick leave allocation shall have the vacation leave returned as soon as possible after the July 2017 special call closes, or after the October opt-out window closes.
 - c. Any participating member who did not receive their approved DSLB sick leave allocation in July and/or August 2017 which resulted in their receiving no paycheck, or a reduced paycheck, or had any accrued vacation applied to their paycheck that was not approved vacation, shall be made whole from the DSLB as soon as possible after the October opt-out window closes.
 - d. In the circumstance that the DSLB is in deficit, sick leave allocations may continue to be made up to but not to exceed \$30,000. Labor Management is responsible to ensure that the DSLB does not remain in deficit beyond a three month time period and is replenished through the assessments and special calls.
3. This MOU supersedes the MOU executed on July 27, 2016 on the same matter.
4. This MOU is subject to ratification of the PSU-AAUP membership and is effective on the date the ratification window closes.

<u>For the University</u>	<u>For the Association</u>
 Shelly Chabon, Vice Provost for Academic Personnel & Leadership Development	 David Hansen, VP Collective Bargaining
<u>9/26/17</u> Date	<u>September 25, 2017</u> Date