

1 **Memorandum of Agreement (MOA) between**  
2 **Portland State University (University) and**  
3 **the Portland State University Chapter**  
4 **of the American Association of University Professors (Association)**  
5 **May 23, 2020**

6 **Subject:**

7 The University and the Association (collectively the “Parties”) agree to engage in the Workshare  
8 Program offered by the Oregon State Department of Employment.

9 **Agreement:**

10 The University and Association have engaged in a variety of meetings (Labor Management,  
11 Negotiations and the Vice Provosts Union Leadership meeting) to discuss budget shortfalls and  
12 consider ways to protect bargaining unit members’ positions and respond to the financial  
13 situation during the COVID 19 crisis.

14 As a result of these discussions, the Parties hereby agree to establish the “Work Share Program.”

15 **Work Share Program details:**

16 Effective June 1, 2020, the University will place impacted employees in the Work Share  
17 Program, which will conclude on December 31, 2020, unless terminated earlier.

18 The program will be extended to all eligible 12-month non-instructional employees for a  
19 minimum of four full weeks beginning June 1, 2020, after which, PSU will determine who  
20 remains on the program based on employer needs.

21 Eligible employees will be required to complete initial paperwork at the beginning of the  
22 program.

23 If either party wishes to negotiate an extension of the Work Share Program, it will send written  
24 notice to the other party by no later than November 2, 2020. Or, if the federal or state  
25 government authorizes additional funding at any time between June 1st-December 31<sup>st</sup>, Parties  
26 agree to re-negotiate the agreement.

27 1) **Work Share Program:**

- 28 a) The Work Share Program, administered by the State of Oregon Employment  
29 Department (OED), allows employers and employees to address economic challenges  
30 by allowing a reduction in the amount of time employees work each week, with  
31 employees receiving unemployment compensation for the period of time that their  
32 work is reduced.
- 33 b) Under this OED Work Share program, the University will only reduce employees  
34 work hours, with the corresponding reduction in wages, by 20%. Employee eligibility  
35 for the Work Share Oregon Program is determined by OED. The main eligibility  
36 criteria for an employee to participate in the program is that the employer must have  
37 applied and been accepted into the program, and the employee must have been  
38 employed by the employer full time for at least six months or part time for at least  
39 twelve months.

- 1 c) In order for an employer to participate in the Work Share Oregon Program they must
- 2 have approval of the Union that represents the impacted employees, including the
- 3 signature of an authorized agent of the Union on the application.
- 4 d) The University will promptly apply to participate in the Work Share Oregon program.
- 5 The Association will cooperate with the University in completing the application.
- 6 e) As part of the application process, depending on the availability of work related to
- 7 their positions and eligibility for the Work Share Oregon program, the University will
- 8 notify bargaining unit members of their participation in the program (making them
- 9 “Work Share Employees”) and their initial work schedule. The University will
- 10 provide the list of impacted Association members to the Association monthly.
- 11 f) Work Share Employees must timely complete required forms for the program as
- 12 communicated by PSU’s Human Resources Department.
- 13 g) Bargaining unit members who become eligible and available after the start of the
- 14 program may enter the program later.
- 15 h) Work Share Employees shall continue their retirement eligibility based on their FTE
- 16 prior to the reduction in hours.
- 17 i) The University shall continue health and retirement benefits under the same terms
- 18 and conditions for Work Share Employees as if the workweek had not been reduced.
- 19 j) Work Share Employees will not be requested or required to make up work impacted
- 20 by furlough during the 80% of their work time.
- 21 k) The University shall exclude bargaining unit members from participation in the
- 22 Work Share program or any furlough where the Parties anticipate that the member
- 23 will be ineligible for state and federal resources based on the following factors:
- 24 1. The member has not been employed by PSU for 6 months full time or 12
- 25 months part time;
- 26 2. The member takes time off due to any qualifying reason under the PSU sick
- 27 leave policy that excludes them from eligibility, so long as it is reported to the
- 28 University in advance of the University’s weekly submission to the OED;
- 29 3. The Federal Pandemic Unemployment Compensation program (FPUC
- 30 program) becomes unavailable prior to July 25, 2020.
- 31 4. If OED determines that the member who is ineligible for Unemployment
- 32 Insurance or for the Work Share program, the University will allow the
- 33 employee to apply available leave balances to make up the lost hours.
- 34 Ineligible employees will be returned to their schedules prior to the furlough.
- 35 l) In conjunction with the MOA “Covid-19 Impact on AP Evaluations,” Supervisors
- 36 conducting evaluations for Work Share Employees cannot take the reduction in work
- 37 and productivity during the furlough period as a negative factor.
- 38 m) Employees participating in the Work Share program will continue to have access to
- 39 all leaves in place prior to the Work Share Program. Employees will accrue the same
- 40 rate of leave (sick and vacation) based on their original FTE as if their work week had
- 41 not been reduced.
- 42

**Additional Provisions**

- 43
- 44
- 45 1. **Unemployment Insurance:** It is the Parties’ understanding that Work Share Employees are
- 46 likely eligible for unemployment compensation. Work Share Employees who are eligible for
- 47 State unemployment insurance will also likely be eligible for the federal government’s expanded



1 weekly unemployment insurance benefit of \$600 pursuant to the Federal Pandemic  
2 Unemployment Compensation program (FPUC program) through July 25, 2020.

3 a. The University agrees that they will comply with all aspects of the OED program,  
4 including notifying employees of their obligations under the programs. The University  
5 shall do all weekly reporting required to ensure continuity of unemployment benefits.  
6

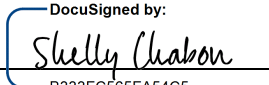

7 2. The parties agree that members participating in the Work Share Program will report leave  
8 taken, and leave that is planned to be taken weekly.  
9

10 3. This agreement does not waive or limit the University's ability to implement procedures or  
11 actions under the AAUP/PSU Collective Bargaining Agreement and shall not set precedent for  
12 any future employment actions.  
13

14 4. The University will allow Work Share Employees to attend presentations held jointly by the  
15 Union and University about the program during worktime.  
16

17 5. The parties agree that participation in the Work Share program will not result in any member  
18 being removed from the AAUP bargaining Unit.  
19

20 6. This agreement will be effective upon signature of the parties and ratification of the parties. The  
21 Association will make best efforts to ratify the agreement by May 31 so the Workshare program  
22 can commence on June 1, 2020.  
23  
24  
25

<u>For the University</u>	<u>For the Association</u>
<p>DocuSigned by:              B333FC565FA54C5...</p> <p>Shelly Chabon, Vice Provost for Academic            Personnel &amp; Leadership Development</p>	<p>DocuSigned by:              FA1C3B5EB2074E8...</p> <p>Mark Leymon, Vice President of Collective            Bargaining</p>
<p>May 23, 2020   3:16 PM PDT</p> <p>_____</p> <p>Date</p>	<p>May 23, 2020   12:36 PM PDT</p> <p>_____</p> <p>Date</p>

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Certificate Pages: 2	Initials: 4
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	phil@psuaaup.net
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