

1 **Memorandum of Agreement between**
2 **Portland State University (University)**
3 **and the Portland State University Chapter**
4 **of the American Association of University Professors (Association)**
5 **September 18, 2020**

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8 Subject: Effects of Reopening from COVID-19 Campus Closure
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10 Preamble:

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12 The following return to campus plan is guided by our ongoing and unwavering
13 commitment to the health, safety and well-being of all faculty, instructors, academic
14 professionals, staff, students and visitors, and reflects our understanding of and
15 contributions to advancing overall public health efforts. As such, this plan considers and
16 attempts to balance the needs of PSU's employees, the duties associated with their
17 positions and the goals/responsibilities of the university.

- 18
19 1. If work can be performed remotely in a manner that the supervisor determines is
20 sufficient to meet the needs of the university, it will continue to be done remotely
21 until the university determines it is feasible based on federal, state, and local COVID-
22 19 workplace guidelines for employees and students to return to campus. Supervisors
23 should be mindful of PSU's stated need to do all we can to protect the health of
24 students, faculty, staff and visitors. In an effort to support their employees,
25 supervisors are encouraged to focus on members whose work cannot be done
26 remotely in any consideration of who returns to campus.
- 27 2. Members may request to work on campus. Supervisors shall endeavor to fulfill that
28 request if feasible, but a supervisor may need to balance the competing needs of the
29 university with the health and safety of all. Thus, a supervisor may prioritize some
30 members returning to campus over others.
- 31 3. Should the university decide that a unit will return to onsite/in-person work,
32 employees and supervisors will work collaboratively in assessing workplace options.
33 Supervisors will provide five days advance notice to the affected employees and will
34 provide flexibility in making remote work and other alternative work arrangements
35 available to employees.
- 36 4. If work duties cannot be performed remotely in a manner that the supervisor
37 determines is sufficient to meet the needs of the university, employees with
38 COVID-related health concerns for themselves or members of their household may
39 ask their supervisors to explore options such as flex schedules, split schedules,
40 allowing certain aspects of the job to be done remotely, or to identify low traffic
41 times for campus work as appropriate.
- 42 5. In those cases when collaboration does not result in a satisfactory plan to the

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- 1 employee, the employee may engage HR. HR will provide guidance and
2 resources in support of a collaborative solution.
- 3 6. If the employee is unsatisfied after consultation with HR, they may request a
4 review of the decision by a department manager or department chair and, if
5 necessary, to the labor management committee.
- 6 7. Members are encouraged to have ongoing conversations with their supervisors
7 about concerns they may have with the on-campus work environment.
8 Supervisors and members shall work collaboratively to address any concerns
9 raised.
- 10 8. If a member returns to on-campus work, they have the right to raise concerns under
11 Article 24, Section 4 related to COVID-19.
- 12 9. Employees can opt to use available leave and accommodation programs when
13 flexible scheduling or remote work are not possible.
- 14 10. No retaliation, including discipline or a reduction in FTE, will be implemented based
15 upon the fact that a bargaining unit member expressed a desire to remain in or
16 transition to remote work.
- 17 11. Decisions under this process to permit an employee to work remotely or to work an
18 alternate or modified work schedule or to perform particular duties are not
19 precedent setting and the parties agree that any such agreements by supervisors to
20 permit alternate work arrangements is not an acknowledgment or agreement by
21 PSU that accommodations for remote or alternate work schedules are appropriate
22 after a return to campus and outside of the university's approach to addressing the
23 health concerns presented by the global pandemic created by the SARS COV-19
24 virus.
- 25 12. Upon signatures indicating a tentative agreement, PSU may begin to bring
26 members back to campus pursuant to the agreements in this MOA. If PSU-AAUP
27 membership does not ratify this agreement, any members work modality changed
28 after September 18, will be given the opportunity to return to the work modality
29 prior to September 18 until a new agreement is reached between PSU-AAUP and
30 PSU Administration.

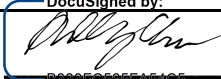
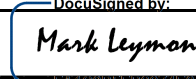
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32 This agreement will be effective upon signature and ratification of the parties.
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<u>For the University</u>	<u>For the Association</u>
<p>DocuSigned by:  B069FC500FA94C9...</p> <hr/> <p>Shelly Chabon, Vice Provost for Academic Personnel & Leadership Development</p>	<p>DocuSigned by:  FATC3B3EB2074E6...</p> <hr/> <p>Mark Leymon, Vice President Collective Bargaining</p>
<p>September 20, 2020 8:46 PM PDT</p> <hr/> <p>Date</p>	<p>September 20, 2020 8:32 PM PDT</p> <hr/> <p>Date</p>

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Certificate Pages: 2	Initials: 5
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Envelopeld Stamping: Enabled	Philip Lesch
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	Suite SMSU 232
	PORTLAND, OR 97201-3256
	phil@psuaaup.net
	IP Address: 71.193.169.218


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Debra Mayo-Kelley
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Mark Leymon
mleymon@pdx.edu
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Shelly Chabon
chabonr@pdx.edu
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