

Memorandum of Agreement Regarding Temporary FTE Reductions

The Memorandum of Agreement is entered into between Lewis and Clark College (the College) and the Lewis and Clark College Support Staff Association (LCCSSA).

Recitals

- A. The College intends to temporarily reduce FTEs for a significant number of staff members, including both union-represented and unrepresented staff, in response to the COVID-19 crisis. In doing so, the College is guided by the principles that temporary FTE reductions are preferable to full layoffs, that the College seeks to retain health benefits for employees during this time period, and that we seek to maximize the potential benefits to both employees and to the College that are available from the state and federal governments, including benefits provided under the federal Coronavirus Aid, Relief, and Economic Security (CARES) Act.
- B. The College has submitted an application to the Oregon Employment Department to participate in the Oregon Work Share Program, which is a state-run program that helps employers reduce layoffs by providing partial unemployment benefits to workers who have experienced an FTE reduction. Benefits under an approved Work Share Program are available to employees who experience an FTE reduction of between 20% and 40%.
- C. The College and LCCSSA wish to enter into this MOA to allow for the orderly implementation of such a plan.

Agreement

1. Article 23 (Reduction in Force) of the parties' collective bargaining agreement will not apply to temporary reductions of employees' FTEs that are implemented by the College as part of an institution-wide FTE-reduction plan in response to the COVID-19 crisis.
2. Article 23 (Reduction in Force) of the parties' collective bargaining agreement remains in effect in all other situations in which it would normally apply. For instance, it continues to apply in any case of a full layoff or an FTE reduction greater than 40%.
3. The temporary reduction of an employee's FTE as part of the above-described plan will not change the employee's eligibility to participate in the College's benefits plans, such as health or tuition benefits.
4. Employees impacted by an FTE reduction as part of the above-described plan will continue to accrue vacation time at the rate provided in Section 14.1 of the parties' collective bargaining agreement. An employee will continue to accrue vacation time in May, June and July 2020 even if the employee has hit the maximum vacation balance provided in Section 14.1. Such vacation time accrued in excess of the cap will remain in the employee's vacation accrual bank until used.
5. Nothing in this agreement is meant to supersede the rules, policies, and terms and conditions of the Oregon Work Share Program. Pursuant to the Oregon Work Share Application, the College will provide paid vacation, holidays, and sick leave under the same terms and conditions as when the affected employee worked their usual weekly hours of work. A number of impacted employees have vacation or

(non-COVID-related) sick leave usage entered and approved in the Workday system for the period that such employees are likely to be on the Work Share Program. By using such leave and not working their full reduced work schedule, such employees are likely to be ineligible for unemployment benefits in any week in which vacation or sick leave is used. The College will contact all such employees to determine the accuracy of the information in Workday. Human Resources will work with supervisors to determine whether adjustments to the employee's FTE reduction are warranted during the relevant period, and to provide employees with the information necessary for them to make well-informed decisions regarding vacation and sick time usage. Supervisors will provide reasonable flexibility regarding the scheduling of an employee's reduced work hours during a week in which an employee is sick in order to allow the employee to work the full number of scheduled hours. An impacted employee whose unemployment benefits are expected to be negatively affected by the employee's use of pre-approved vacation or non-COVID-related sick leave is encouraged to discuss the issue with Human Resources, and may be assisted by LCCSSA in that discussion. The College's implementation of its Work Share plan and this agreement are subject to any future clarifications from the State in regard to the rules of participation in the program, including any potential loosening of requirements regarding paid leave to qualify for Work Share benefits. LCCSSA and the College are committed to discussing the implementation of these temporary FTE reductions and the Work Share program during their continued regular meetings during this pandemic. Both parties commit to using those meetings to work together to seek a reasonable resolution on a case by case basis when an impacted employee's need for leave arises.

6. This MOA applies to FTE reductions implemented prior to July 31, 2020 as part of an institution-wide FTE-reduction plan in response to the COVID-19 crisis. The College's current plan is for FTE reductions under the Work Share program to remain in place through July 2020. However, the parties acknowledge that there is significant uncertainty regarding enrollment, revenue and operations for the fall semester. This MOA does not apply to any actions implemented after July 31, 2020, and the current contract language will apply to any actions implemented after that date, unless this MOA is extended by mutual agreement of the parties.

By Lewis and Clark College:


David Reese (Apr 23, 2020)

Its: VP, Chief of Staff, General Counsel
and Board Secretary

Date: 4/23/20

By LCCSSA:



Its: President

Date: 4-23-2020