

## MEMORANDUM OF UNDERSTANDING

The following Memorandum of Understanding is hereby entered into by and between Portland State University Faculty Association, AFT Local 3571 (Union) and the Portland State University (University) for the purpose of resolving concerns regarding Article 14 of the Collective Bargaining Agreement (CBA).

WHEREAS the University and the Union recognize that there are conflicting legal interpretations of whether the current language of Article 14 may be considered prohibited under the Affordable Care Act (ACA).

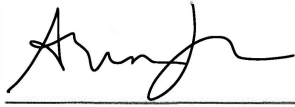
WHEREAS the parties recognize that both the University and the Union are seeking legal analysis and interpretation, and have yet to reconcile competing legal analysis of Article 14.

WHEREAS in an attempt to render a short term resolution, the parties agree that implementation of Article 14 will be suspended and that certain funds will be disbursed to members utilizing an Interim Relief Fund.

THEREFORE, and in the spirit of cooperation, the University and Union agree to the following:

1. The University will create a fund of money entitled Interim Relief Fund of \$140,000.00 for Fall Q 2017 that includes \$70,000 from PSUFA's benefits fund and \$70,000 from the University.
2. The Union will establish criteria for applying to the Interim Relief Fund that cannot be discriminatory, and cannot be contrary to law.
4. The Union will establish criteria for paying funds from the Interim Relief Fund to adjunct faculty based only on whether 1) They were employed by PSU for Fall term as a member of PSUFA's Bargaining Unit 2) They are currently experiencing a financial hardship.
5. By December 15, 2017, the Union will provide to the University's Human Resources office a list of members to be paid from the Fund in the December payroll, and the amount to be paid to each.
5. If all of the funds in the Interim Relief Fund are not expended in the December payroll, by January 15, 2018, the Union will provide to the University's Human Resources office a list of members to be paid from the Fund in the January payroll, and the amount to be paid to each.
6. The Union and the University will engage in good faith discussions intended to result in negotiated language that will be a long term solutions for this issue during upcoming economic reopener negotiations.
7. If the parties have not reached resolution by February 15, 2018, the Union and the University will engage in good faith discussions to agree on a mechanism for funding and providing an Interim Relief Fund for the Winter quarter.
8. Implementation of Article 14 of the CBA is suspended until the parties reach agreement on Article 14 during economic re-openers.

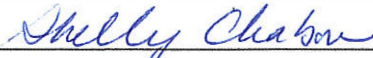
9. This Memorandum of Understanding shall be effective December 7, 2017 and shall remain in effect until the Union and the University have negotiated an agreeable resolution and/or mutually agree to extend the conditions of this Memorandum.



Ariana Jacob, VP of Grievances, PSUFA

12/7/2017

Date



Shelly Chabon, Vice Provost, PSU

12/7/17

Date