Memorandum of Agreement between
Portland State University (University)
and the Portland State University Chapter
of the American Association of University Professors (Association)
September 18, 2020

Subject: Effects of Reopening from COVID-19 Campus Closure

Preamble:

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

1. If work can be performed remotely in a manner that the supervisor determines is sufficient to meet the needs of the university, it will continue to be done remotely until the university determines it is feasible based on federal, state, and local COVID-19 workplace guidelines for employees and students to return to campus. Supervisors should be mindful of PSU’s stated need to do all we can to protect the health of students, faculty, staff and visitors. In an effort to support their employees, supervisors are encouraged to focus on members whose work cannot be done remotely in any consideration of who returns to campus.

2. Members may request to work on campus. Supervisors shall endeavor to fulfill that request if feasible, but a supervisor may need to balance the competing needs of the university with the health and safety of all. Thus, a supervisor may prioritize some members returning to campus over others.

3. Should the university decide that a unit will return to onsite/in-person work, employees and supervisors will work collaboratively in assessing workplace options. Supervisors will provide five days advance notice to the affected employees and will provide flexibility in making remote work and other alternative work arrangements available to employees.

4. If work duties cannot be performed remotely in a manner that the supervisor determines is sufficient to meet the needs of the university, employees with COVID-related health concerns for themselves or members of their household may ask their supervisors to explore options such as flex schedules, split schedules, allowing certain aspects of the job to be done remotely, or to identify low traffic times for campus work as appropriate.

5. In those cases when collaboration does not result in a satisfactory plan to the
employee, the employee may engage HR. HR will provide guidance and resources in support of a collaborative solution.

6. If the employee is unsatisfied after consultation with HR, they may request a review of the decision by a department manager or department chair and, if necessary, to the labor management committee.

7. Members are encouraged to have ongoing conversations with their supervisors about concerns they may have with the on-campus work environment. Supervisors and members shall work collaboratively to address any concerns raised.

8. If a member returns to on-campus work, they have the right to raise concerns under Article 24, Section 4 related to COVID-19.

9. Employees can opt to use available leave and accommodation programs when flexible scheduling or remote work are not possible.

10. No retaliation, including discipline or a reduction in FTE, will be implemented based upon the fact that a bargaining unit member expressed a desire to remain in or transition to remote work.

11. Decisions under this process to permit an employee to work remotely or to work an alternate or modified work schedule or to perform particular duties are not precedent setting and the parties agree that any such agreements by supervisors to permit alternate work arrangements is not an acknowledgment or agreement by PSU that accommodations for remote or alternate work schedules are appropriate after a return to campus and outside of the university’s approach to addressing the health concerns presented by the global pandemic created by the SARS COV-19 virus.

12. Upon signatures indicating a tentative agreement, PSU may begin to bring members back to campus pursuant to the agreements in this MOA. If PSU-AAUP membership does not ratify this agreement, any members work modality changed after September 18, will be given the opportunity to return to the work modality prior to September 18 until a new agreement is reached between PSU-AAUP and PSU Administration.

This agreement will be effective upon signature and ratification of the parties.
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<td>Shelly Chabon, Vice Provost for Academic Personnel &amp; Leadership Development</td>
<td>Mark Leymon, Vice President Collective Bargaining</td>
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