

DRAFT
Letter of Agreement
Between AFSCME and OHSU

Purpose

The purpose of this Letter of Agreement is to address the significant financial impact of the novel coronavirus on OHSU, and to enter into limited deviations from the AFSCME Local 328-OHSU collective bargaining agreement (CBA) in an attempt to limit the number of layoffs from the AFSCME Local 328 bargaining unit (the Bargaining Unit).

Applicability

This agreement covers AFSCME Local 328, and all employees who are covered by the CBA.

Delayed Across-the-Board Increase

Under Section 8.1 of the CBA, all classified employees in the Bargaining Unit are due a wage adjustment of three percent (3%) on July 1, 2020. In order to provide the Employer time to financially recover from the financial impact of the novel coronavirus, the Union agrees that this wage adjustment may be delayed by up to twelve months, until no later than July 1, 2021.

Staff Redeployment

The Union acknowledges the Employer's right to redeploy staff as needed as operational need indicates. The Employer may modify work schedules and assignments as needed with only reasonable notice (up to 24 hours, depending on the situation). Employees may be redeployed to classifications other than their current classification that they are deemed qualified and physically able to perform. Work out of class as described in the CBA will apply.

Temporary Layoff Procedure

The Employer wishes to avoid permanent layoffs as much as reasonably possible during this time. However, if there is lack of work in an employee's work area and the Employer does not have redeployment work for the employee, then until December 31, 2020 the Employer may temporarily lay off the employee with the goal of the employee being eligible to receive available State and Federal unemployment benefits. In this event, Article 19 shall not apply and the following process will govern. Before placing employees on temporary layoff, the Employer shall first ask for volunteers. The Employer shall have limited discretion on whether to accept an employee's offer to be among those placed on temporary layoff, based on the need to balance shifts, skill sets, and/or roles in the department. Although this is intended to be the first step in temporary layoffs, the Employer may accept volunteers at any point of the duration of this LOA.

Employees who volunteer or are placed on temporary layoff must apply for unemployment benefits themselves, and the Employer will support their request for unemployment benefits in responding to the Oregon Employment Department. Eligibility for unemployment benefits and the grant of unemployment benefits is not controlled by the Employer. Employees who are temporarily laid off will remain on Employer-paid health benefits. Temporary layoffs shall not trigger severance pay or cash out of vacation or sick leave, or loss of seniority.

OHSU/AFSCME COVID 19/Pandemic Task Force

The Employer will establish a task force that includes an equal number of Union and Employer representatives. The task force will meet regularly to 1) develop and refine the redeployment process to assist employees working new assignments and schedules, and 2) review and provide input on the rollout of the temporary layoff program, including assisting with communications.

Termination

This agreement will remain in effect until July 1, 2021.

For OHSU

For AFSCME

Date

Date