

**DRAFT**  
**Letter of Agreement**  
**Between AFSCME and OHSU**

**Purpose**

The purpose of this Letter of Agreement is to address the financial impact of the novel coronavirus on OHSU (the Employer) 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). Unless otherwise specified all other articles shall apply.

**Applicability**

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

**Voluntary Furlough and FTE Reduction Program**

Departments/work units wishing to participate in the voluntary furlough and FTE reduction program shall notify all employees no less than 7 days prior to accepting volunteers. Employees covered by this agreement wishing to volunteer for the program should notify their supervisor in writing that they wish to participate. Requests must outline employee preferences for unpaid days off and/or reduced hours. If two or more employees request furlough or FTE reduction, but one or more of these requests cannot be granted and the matter cannot be resolved by agreement between the employees concerned, the employee having the greatest seniority shall be granted the request. If a request for an FTE reduction would result in a reduction of benefits, the employee shall provide written acknowledgement of the reduction. The Employer may accept volunteers for this program at any point of the duration of this LOA.

Employees wishing to participate in this program may do so subject to the written approval from their supervisor. All requests will be granted or denied, on a case-by-case basis, in part or in full, based on business and staffing needs. Furlough time will not be granted when overtime or the use of temporary employees would be required in order to cover the employee's absence. For the purposes of calculating accruals and seniority, any unpaid days would be treated as days worked and for FTE reductions they would accrue at the same rate as the original FTE. Should salaried employees participate in this program it is understood that they would see a reduction in work assigned.

**Temporary Layoff Procedure**

If there is lack of work in an employee's work area and the Employer does not have redeployment work for the employee, until December 31, 2020, the Employer may temporarily lay off the employee for a period of no more than 28 days, with the goal of the employee being eligible to receive available State and Federal unemployment benefits. Before placing employees on temporary layoff, the Employer shall first ask for volunteers.

- *Voluntary:* 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. The Employer may accept volunteers at any point of the duration of this LOA.

- *Non-Voluntary*: Should the Employer still have lack of work, the employee(s) selected for layoff shall be the least senior employee in the same work unit and classification as the position(s) to be eliminated unless there are justifiable special skills for the position the least senior employee occupies. Such special skills must be defined and documented in the position description prior to layoff. The employee and union will receive no less than 7 days' notice before the effective date of the layoff.

Employees who volunteer for 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. For the purposes of calculating accruals and seniority, temporary-layoff days would be treated as days worked.

### **Voluntary Staff Redeployment/Labor Pool**

The Employer shall first request volunteers to be placed in the labor pool. The Employer may modify work schedules and assignments as needed with only reasonable notice (no less than 24 hours, unless the employee agrees beforehand). Employees in the labor pool understand that they may be redeployed to jobs outside of their current classification that they are deemed qualified and physically able to perform. Work out of class as described in the CBA will apply. Further, employees understand that they may be redeployed to work locations other than their current work location.

If the redeployment worksite is a greater distance from the employee's home than the regular worksite, the employee is eligible for reimbursement for mileage in excess of mileage to the regular worksite. Reimbursement requests must be submitted via the Employer's iExpense system.

### **Mandatory Staff Redeployment**

Should the need for mandatory redeployment arise, the Employer may redeploy an employee for a period of no more than 80 hours (unless the employee agrees to a longer duration). Such redeployment shall be assigned in reverse seniority order. However, under reasonable circumstances, the Employer may require a specific employee to redeploy based upon the specific needs of the employer. In such cases, the employee must be deemed qualified and physically able to perform the duties and shall receive no less than 24 hours' notice. In all cases of mandatory redeployment, the employee shall have the right to request a hardship waiver from the OHSU/AFSCME COVID 19/Pandemic Task Force. If the redeployment worksite is a greater distance from the employee's home than the regular worksite, the Employer will reimburse the employee for mileage in excess of mileage to the regular worksite.

If the redeployment worksite is a greater distance from the employee's home than the regular worksite, the employee is eligible for reimbursement for mileage in excess of mileage to the regular worksite. Reimbursement requests must be submitted via the Employer's iExpense system.

**OHSU/AFSCME COVID 19/Pandemic Task Force**

The Employer shall establish a task force that includes an equal number of Union and Employer representatives. The task force will meet at least weekly to 1) develop and refine the redeployment process to assist employees working new assignments and schedules, 2) review and provide input on the rollout of the furlough program, including assisting with communications, and 3) resolve concerns that arise due to redeployment/labor pool assignments (including but not limited to transportation and family care) and mandatory redeployment, within 48 hours.

If an employee is denied a furlough, FTE reduction request, or a request for a temporary voluntary layoff, the employee may make an appeal to the task force. Such issues shall be addressed by the task force within 5 business days.

**Termination**

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

\_\_\_\_\_  
For OHSU

\_\_\_\_\_  
For AFSCME

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date