

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

**Purpose**

The purpose of this Letter of Agreement (LOA) is to address the financial impact of the novel coronavirus on Oregon Health & Science University (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 applies to AFSCME Local 328 and all OHSU employees who are covered by the CBA.

**Interim Measures for Reducing Labor Costs**

The following alternative options will be available to OHSU management who are planning workforce reductions/alternatives. This language does not prevent OHSU from implementing 1) focused permanent layoffs due to changing business operations or 2) shift cancellation under Article 19 in the CBA. Utilizing one of the following alternative options is at the discretion of OHSU leadership with oversight of the impacted work units.

- **Voluntary FTE Reduction Program (VFRP)**

The Voluntary FTE Reduction Program (VFRP) may be utilized for FTE reductions for hourly employees through December 31, 2020. It is distinct from the Unemployment Department's Work Share program, which is not being utilized. Unless otherwise negotiated, FTE reductions under this program that are in effect as of December 31, 2020 will end the first day of the pay period following that date.

Departments/work units with an interest to participate in the VFRP shall notify all employees no less than 7 (seven) days prior to accepting volunteers. Employees with an interest in accepting the VFRP shall notify their supervisor in writing of their interest within the Employer's specified time frame. Requests must outline employee preferences for reduced FTE work schedule. The supervisor has full discretion to determine if the proposed schedule changes and reduction in FTE can be granted while meeting the department/unit's patient care and operational needs. Should salaried employees participate in this program it is understood that they would see a reduction in work commensurate with their reduction in FTE.

Participation in VFRP will not be granted when overtime or the use of temporary employees would be required in order to backfill the employee's FTE. If the proposed schedule will not meet the patient care or operational needs of the department, or will result in overtime or the use of temporary employees, then the supervisor may work with the employee(s) to identify alternate schedule changes and reduction in FTE that will be mutually agreeable or may deny the request if no alternative can be found. In the event

of an approved change, if two or more employees request substantially similar FTE reduction/schedule changes, but one or more of these requests cannot be granted and the matter cannot be resolved by agreement between the employees concerned, then the employee with the greatest seniority shall be granted the request. If a request for an FTE reduction would result in a reduction of benefits for the employee, the Employer shall provide notice, and the employee shall provide written acknowledgement of the reduction. The Employer may accept volunteers for the VFRP if the department/work unit is participating and notifies employees of participation at any point during the duration of this LOA.

For the purposes of calculating seniority (which can be used pursuant to the CBA, such as for changes to work schedules, additional work, transfers, promotion, voluntary demotion, curtailment/cancellation, overtime, vacation, and layoff) and for calculating years of service toward the next level of vacation accrual, credit shall be granted as if the employee were working at the original FTE.

- **Voluntary Retirement Incentive Program**

Terms can be found in the VRIP Summary Plan Description document.

- **Temporary Layoff Procedure**

If there is lack of work in a department/unit and the Employer does not have redeployment work for the employee, then until December 31, 2020, the Employer may temporarily lay off the employee for a period not to exceed December 31, 2020, with the goal that the employee be eligible to receive available State and Federal unemployment benefits. In this event, due to the temporary nature of the layoff, Appendix F (severance) and all portions of Article 19 of the CBA other than those addressed in this LOA shall not apply and the following process will govern. Departments/work units with an interest to participate in the temporary layoff option shall provide at least 7 days' notice of the intention to begin the process. Before placing employees on temporary layoff, the Employer shall first ask for volunteers to come forward within the notice period. For the purposes of calculating seniority and years of service toward the next vacation accrual level, any unpaid days would be treated as days worked.

- *Voluntary*: The Employer shall have full discretion on whether to accept an employee's offer to be among those placed on temporary layoff, based on operational need and the need to balance shifts, skill sets, and/or roles in the department. The Employer may accept volunteers after notification of participation at any point of the duration of this LOA. If two or more employees request temporary layoff within a single department, but one or more of these requests cannot be granted and the matter cannot be resolved by agreement between the employees concerned, then the employee with the greatest seniority shall be granted the request.
- *Non-Voluntary*: Should the Employer still have lack of work after soliciting volunteers, the employee(s) selected for temporary 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 non-voluntary temporary layoff. Article 19.2 and 19.3 shall apply in this instance.

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 100% 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 benefit accrual levels and seniority, temporary-layoff days would be treated as days worked. Other accruals including vacation and sick will not continue during this time.

- **Voluntary Permanent Layoff Procedure**

If there is lack of work in an employee's work area and involuntary or voluntary temporary layoff notifications and/or VFRP have been announced, employees who wish to resign from OHSU may request a voluntary permanent layoff. Employees who accept Voluntary Permanent Layoff will receive severance benefits as outlined in Appendix F of the CBA. No other rights under Article 19 shall apply; e.g., the employee would be ineligible for placement into a vacancy, displacement of another employee, or placement on the PHL.

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

Employees who are notified of involuntary layoff may request to be redeployed to available long-term (1 month or longer) opportunities: (1) in the Labor Pool, (2) for other emergent needs, or (3) for other OHSU staff redeployment needs. If placed in redeployment, the employee's pay will remain the same if they are redeployed into a classification in the same or lower salary grade. If they are redeployed into a classification in a higher salary grade, then 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 no redeployments are available for which the employee qualifies, then the announced temporary layoff will occur. Employees may request to be placed on a waiting/call-back list if redeployments that match their qualifications become available in the future. Redeployments from the waiting/call-back list shall be offered in seniority order.

The Employer may also offer redeployment to Flex and Relief staff for whom they have no work available. Flex and Relief staff shall not be required to work beyond the required availability under Section 5.29 and Appendix B in the CBA. Relief staff may be offered work outside their specialty area but it will not be required.

### **Mandatory Staff Redeployment**

The Employer retains the right to redeploy staff to other units and assignments per the CBA. The Employer may choose to redeploy staff first in order to avoid temporary curtailment or temporary layoff where redeployments exist within the employee's current classification and/or

skill set. 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.

Should the need for mandatory redeployment arise, the Employer may redeploy an employee for a period of no more than 120 hours (unless the employee agrees to a longer duration). Such redeployment shall be assigned in reverse seniority order. Once the least senior employee completes the redeployment the second least senior employee would be redeployed and so on. In such cases, the employee must be deemed qualified and physically able to perform the duties with or without reasonable accommodation 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. The Task Force will endeavor to resolve requests for hardship waivers within 24 hours of each request. Should the task force not be available, a hardship request shall be granted up front and revisited during working hours

**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 VFRP 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 VFRP, 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. If the task force is unable to reach agreement on a decision the matter will be escalated to the VP of Human Resources to provide a final decision.

**Termination**

This agreement will remain in effect until December 31, 2020.

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For OHSU

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For AFSCME

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Date

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Date