

LETTER OF AGREEMENT
ARTICLE 28 – Work Week and Work Scheduling
Alternate Work Schedules

This Agreement is between the State of Oregon (Employer), acting through its Department of Administrative Services, Labor Relations Unit (DAS/LRU) on behalf of the Department of Human Resources (DHS), Stabilization and Crisis Unit (SACU) (Agency) and AFSCME Council 75 (Union).

The purpose of this agreement is to modify Article 28 – Work Week and Work Scheduling, Section 3, of the Collective Bargaining Agreement, to provide an “Alternate Work Schedule” for employees.

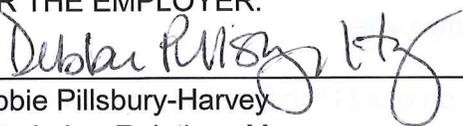
The Parties agree to the following:

1. Alternate work schedules will be permitted for eligible regular status employees with approved applications.
2. Employees must complete and submit an “Alternate Work Schedule Request” Application Form to their Site Manager in order to be considered.
3. Only MHTTs permanently assigned to day or swing shifts are eligible for alternate work schedules. This does not include Vacation Relief, Float Pool, HTT2, COAT or Flex positions. DPA
4. Employees who are in trial service or who are on a NOC Shift will not be eligible to apply.
5. Alternate work schedules will be granted for 8-hour blocks of time.
6. Alternate work schedules will only be granted between two (2) employees.
7. No more than two (2) alternate work schedules will be permitted on one (1) shift per day for 5:5:3 and 6:6:4. No more than three (3) alternate work schedules will be permitted on one (1) shift per day for 7:7:4 house.
8. Employees must be eligible to be mandated on at least one 8-hour shift per week.
9. A sixteen (16) hour alternate work schedule will be awarded as two (2) vacation leave approvals.
10. Employees will not have any Unauthorized Leave (LU) for the six (6) months leading up to being granted an alternate work schedule. If an employee incurs any LU while working in the alternate work schedule, the employee will receive a 10-day notice that their alternate work schedule will end.
11. Employees shall not have any active formal discipline related to attendance for the past year in order to be eligible for alternate work schedule.
12. If an employee is no longer eligible for an alternate work schedule, both partners will be given a 10-day notice to end the alternate work schedule and will return back to their original work shift schedule. The second (2nd) affected employee will have thirty (30) calendar days from the date of the notice to find a new partner. The proposed new partner must meet all eligibility requirements which will be verified by management. If a valid partner is identified and is approved by management within the thirty (30) calendar days, the alternate work schedule will be reinstated.
13. Alternate work schedules will be valid for one (1) year. At the end of the one (1) year, both employees return to their original shifts unless a new application is approved.

14. Alternate work schedules will begin on June 23, 2019 and be valid through May 31, 2020. Application submissions will be accepted from April 15 - 30, 2019.
15. The Site Manager(s) will review the "Alternate Work Schedule Request" applications. All eligible alternate work schedule application proposals that meets the needs of the home, the individuals served, and the agency will be considered.
16. The Alternate will be approved in order by considering the highest seniority person of the pair applying. If there is a tie between employees based on their SACU Seniority, then seniority will be determined in accordance to Article 27 – Seniority.
17. The Area Manager(s) will sign off on all approved alternate work schedules.
18. All applicants will be notified by May 20, 2019 if they are approved or denied for an alternate work schedule.
19. This agreement will be assessed for 180 days starting June 23, 2019. A monthly update will be provided to the Labor/Management Committee. At the end of the assessment period, Executive Management Team will consider continuation or permit additional alternate work schedules per shift and per day on a house-by-house bases.

This Letter of Agreement will expire on June 30, 2019, unless extended by mutual agreement by both Parties.

FOR THE EMPLOYER:

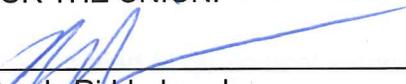


Debbie Pillsbury-Harvey
State Labor Relations Manager
DAS LRU

3/21/19

Date

FOR THE UNION:



Randy Ridderbusch
Job Council Representative
AFSCME

3/21/19

Date