AGREEMENT
between
Department of Human Services, Office of Income Maintenance
and
Service Employees’ International Union (SEIU), Local 668

PURPOSE
The intent of this agreement is to provide temporary work adjustments to Income Maintenance Caseworkers, Income Maintenance Casework Supervisors and Energy Assistance Workers for the current COVID-19 crisis.

DEFINITIONS
- Staggered Shift- a permanent recurring pattern of 7.5 hour work shifts that repeats on a Monday through Friday basis, with the following start and end times:
  - 6:00 AM – 1:30 PM
  - 1:45 PM – 9:15 PM

WAIVER
The parties specifically agree that for any change in work schedules under this Agreement that the relevant provisions of Article/Recommendation 6, Sections/Paragraphs 5 and 8, and Article/Recommendation 8, Section/Recommendation 1 are waived to the extent that they conflict with the intent of this Agreement.

The parties recognize that all relevant contract language may not have been specifically waived in this Agreement, including management’s right to modify schedules under emergency circumstances, and agree that such provisions are waived to the extent that they conflict with the intent of this Agreement. Disputes surrounding such issues will be resolved via meet and discuss. It is understood that meet and discuss will supplant the grievance procedure as the appropriate forum for resolution of any issue arising from the implementation and application of this Agreement.

PROCEDURE

1. The provisions of this agreement will apply to County Assistance Offices (CAO), Customer Service Centers (CSC) and Processing Centers (PC) as identified in Attachment 1.

2. Pursuant to the Work Schedule Agreement executed by the parties on March 22, 2020 staff were divided into two groups, designated as Group A and Group B.
   a. For purposes of this agreement, staff will maintain their current group designation.
   b. Management reserves the right to assign staff to each group based on the specific needs of each work site.
3. Beginning on April 13, 2020, Group A will work a 7.5 hour shift beginning at 6:00 AM and ending at 1:30 PM.

4. Beginning on April 13, 2020, Group B will work a 7.5 hour shift beginning at 1:45 PM and ending at 9:15 PM. It is understood that an employee assigned to this shift shall be paid shift differential for all hours worked on said shift in accordance with Article/Recommendation 23, Section/Paragraph 1.

5. During the week of April 13, those employees on the staggered shift schedule will have the opportunity to bid their preferred shift and such shifts will be awarded by bargaining unit seniority. Management reserves the right to determine the number of staff on each shift based on the specific needs of each work site.

6. The provisions of all Alternate Work Schedule (AWS) agreements will be suspended while this agreement is in effect. When a schedule identified in this agreement is terminated, AWS agreements will be reinstated as soon as practicable.

7. Employees will be able to take a Rest Period in accordance with Article/Recommendation 7, Section/Paragraph 1 during the first half of their shift.
   a. Employees may take a 30-minute paid meal period at a time mutually agreed upon by the employee and Management between the third and fifth hour of the schedule. This shall replace the unpaid meal period provided for in Article/Recommendation 8, Section/Paragraph 1.
   b. The rest period in the second half of the shift under Article/Recommendation 7, Section/Paragraph 1 will be waived.

8. The schedules identified in this agreement will remain in effect until one of the following occurs:
   a. This Agreement terminates;
   b. Alternate Commonwealth office space is located by management for staff in an impacted office; or
   c. Employees who are able to Telework will resume their regular schedule, pursuant to Section 6 above. As staff are able to begin Telework, management will determine whether staff remaining at the CAO will resume their regular schedules, pursuant to Section 6 above.
   d. Staffing levels reduce below the required need to support social distancing.
   e. The current state of emergency is lifted by Governor Wolf.

9. OIM is committed to making a good faith attempt to implement telework as broadly and expeditiously as possible.
a. In implementing telework on a temporary basis during this pandemic within each office (commencing during the week of April 13), it is understood that a two-pronged approach is being employed, the first involving the allowance of staff to utilize their personal devices to facilitate remote work and the second involving the provision of Commonwealth-owned equipment to employees for remote work.

b. Staff who indicate they meet all the conditions necessary to telework will be given the opportunity as soon as operationally possible (commencing during the week of April 13) and within each office to telework using their own personal device. If the employee does not have a personal device, OIM will assign available Commonwealth-owned equipment as expeditiously as is operationally possible.

c. As it relates to the largest offices, during the week of April 13, OIM will attempt to implement telework for as many staff as it deems operationally possible in 1/3 of the largest offices.

d. In the two subsequent weeks, OIM will attempt to implement telework for as many staff as it deems operationally possible in the remaining 2/3 of the offices.

e. Staff must have appropriate internet service to telework and it is understood that OIM retains the right to discontinue remote work for individual employees in the event that documented inefficiencies result which includes, but is not limited to, connectivity problems and deficiencies in the quality or quantity of work output.

f. Management shall determine the number of Income Maintenance Casework Supervisors needed for each shift and said Supervisors may utilize their Supervisory Unit Seniority to bid on their preferred shift, as well as, any available opportunity to telework (to be determined by management based on the needs to maintain operational efficiency.)

10. If, and when, alternate Commonwealth office space is located, the following will occur:

a. Management will attempt to notify the Union prior to moving staff to an alternate location, but if circumstances prohibit prior notice, management will notify the union as soon as reasonably possible;

b. Prior to the move, management shall first seek volunteers from the impacted office to move their work headquarters to the alternate site. If the number of volunteers is in excess of those needed to move, the employees to be moved shall be chosen by bargaining unit seniority. If the number of volunteers is insufficient, management shall move those employees who have not volunteered by inverse bargaining unit seniority;

c. The alternate location will be considered the employee’s work headquarters for the duration of time the employee is required to report at such location;

d. If employees are assigned to work in an alternate location, those staff will resume their regular schedule, pursuant to Section 6 above; and

e. As staff are moved to an alternate location, management will determine whether staff remaining at the CAO will resume their regular schedules, pursuant to Section 6 above.
11. At those offices that work staggered shifts, OIM will take appropriate action to protect the safety of the employees who work the shift ending at 9:15pm.

12. OIM will continue to work with DGS and to collaborate with all landlords to ensure proper cleaning along with CDC recommendations are being followed. Landlords have been asked to take the following actions:

   a. Perform cleaning reflective of potential adjustments to work arrangements (particularly of high-touch areas);

   b. Increase the presence of soap, paper towels, and hand sanitizing stations, to the extent possible to maximize cleanliness; and

   c. Make available, to the extent possible, cleaning products, consistent with products already utilized, for employees to ensure their personal workspaces can be sanitized as needed.

13. Management retains the right to direct the workforce, including determination of the appropriate staffing levels needed to maintain standards of efficiency, and to meet operational requirements.

DURATION OF AGREEMENT:

This agreement replaces the work schedule agreement executed by the parties on March 22, 2020. This agreement shall take effect when signed by the parties and remain in effect until either a termination trigger outlined in Section 8 occurs or if either party notifies the other, in writing, of its desire to terminate this agreement. Should such notification occur, the parties agree to meet and discuss within five days. If no understanding is reached, this agreement shall expire and the applicable provisions of the contract shall govern the parties. This agreement sets no precedent and does not prejudice the contractual rights of either party in future engagements.

FOR MANAGEMENT:

Inez Titus  
DHS, OIM

FOR THE UNION:

Stephen Catanese  
SEIU, Local 668

David Goetz  
HHS HR DC

Attachment