



**COLLECTIVE BARGAINING AGREEMENT**

BETWEEN

HOUSING AND COMMUNITY SERVICES AGENCY OF LANE COUNTY, OREGON

AND

LOCAL 3267

AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES,  
COUNCIL NO. 75, AFL-CIO

Contract Effective Through  
September 30, ~~2015~~2017

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THIS AGREEMENT, made by and between the HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY OF LANE COUNTY, OREGON, dba HOUSING AND COMMUNITY SERVICES AGENCY OF LANE COUNTY, herein called "Agency", and LOCAL 3267, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL NO. 75, AFL-CIO, herein called "Union."

The purpose of this document is to establish full and complete agreement between the parties relating to wages, hours, and other terms or conditions of employment. The Agency and the Union both recognize their mutual objective of providing efficient and effective services to the public of Lane County.

~~This agreement shall apply equally to all bargaining unit members regardless of color, sex, age, disability status, sexual orientation, marital status, race, national origin, political affiliation, religion, or Union membership.~~

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit regardless of age, marital status, race, color, sex, creed, religion, national origin, sexual orientation, political affiliation, gender identity, source of income, family status, disability, or union membership.

All references in this Agreement designate both sexes, and wherever either gender is used, it shall be construed to include both female and male.

~~The parties agree as follows:~~

Except as otherwise required by law, regulation, or grant provision, the parties agree as follows:

## **ARTICLE 1 RECOGNITION**

For the purposes of collective bargaining with respect to wages, hours, benefits, and all other terms and conditions of employment, the Agency recognizes the Union as the sole and exclusive bargaining representative for all probationary and non-probationary employees employed by the Agency, excluding any supervisory and confidential employees as defined by Oregon Statute, casual employees as defined by the Employment Relations Board, Resident Aides, and temporary employees, and those employees listed in Appendix I. Nothing in this agreement shall be construed to interfere with the rights of employees under the Public Employees Collective Bargaining Act.

Temporary employees are limited to working five hundred twenty (520) hours in a twelve-month period or six (6) months, whichever comes first, unless an extension is granted, except as noted in See 1.3.a. and 1.3.b. below for more provisions related to temporary employees. ~~Once a temporary employee exceeds "the limit", that employee shall be represented by the Union. No employee shall be terminated in order to avoid~~

~~the provisions of this Agreement.~~ It is understood that any casual or seasonal employees hired by the Agency shall be subject to the same requirements as temporary employees.

~~The parties agree that for those employees who are currently in the ASA-3 position will not be required to be in the bargaining unit. However, they are free to join the Union and be considered bargaining unit employees at any time. Future employees in these positions will be considered in the bargaining unit.~~

### 1.1. Classification

- a. The classifications of currently covered personnel within the bargaining unit are set forth in Schedule A. Schedule A shall not be construed to limit the classifications covered by this Agreement. Should the Agency establish a new or modify an old or existing classification, the following shall apply:
  1. The applicable wage rate shall be temporarily established by the Agency, and notice given to the Union at the same time.
  2. The rate so established by the Agency shall become permanent at the end of three (3) calendar weeks from the date of notice above unless the Union requests negotiations for a permanent rate within that same period.
  3. If the Agency and the Union do not reach agreement on a permanent wage rate, the Union may take the matter to arbitration within three (3) calendar weeks after the last negotiation meeting. Should the Union fail to do so, the Agency shall implement its last offer as the permanent rate for the classification, but in no event shall the permanent rate be less than the temporary rate established above.

### 1.2. Salary of Reclassified Positions

Whenever the Agency determines that a reclassification of a bargaining unit employee is necessary the Union and employee shall be notified and a copy of the proposed job description, salary, and implementation date shall be provided at least fourteen (14) calendar days in advance, unless waived by the Union. The Agency shall meet upon request to discuss the proposed salary. Such discussions shall not abrogate the rights or procedures of the Parties to this agreement.

- a. **Reclassification Upward.** When an employee is reclassified to a classification with a higher salary range, the incumbent shall receive the first step of the higher classification or at least a five (5) percent increase above the employee's current salary without exceeding the top step of the new salary range.
- b. **Reclassification Downward.** When an employee is reclassified to a classification with a lower salary range for reasons that do not reflect discredit on **his/her** employment record, the following shall occur:

1. If the employee's current salary is within the salary range of the new classification, the employee's salary shall remain the same.
  2. If the employee's current salary is greater than the salary range of the new classification, the employee's salary shall be redlined or frozen at its current level for a maximum of six (6) months. If after six (6) months the maximum rate of the new classification has not increased to the employee's frozen salary level, the employee's salary shall be reduced to the maximum rate of the new classification. This type of reclassification is not considered a demotion. The employee's salary shall not be reduced, however, if the reclassification results from a general reorganization of a division.
- c. **Reclassification With No Change In Salary Range.** When an employee is reclassified and the salary range of the new classification is identical to the salary range of the old classification, the employee's salary shall remain the same.
  - d. **Reclassification.** A reclassification to a classification with the same salary range does not affect the merit eligibility date. When a reclassification results in an upgrading, a new merit eligibility date is assigned on the date that the reclassification becomes effective. If a reclassification results in a downgrading, the former merit eligibility date is retained.
  - e. **Voluntary Transfer to Another Classification.** Should an employee request a change to a position in a different classification and the transfer is approved by the Agency, then the salary and merit anniversary dates shall be set by mutual agreement at the time of the transfer. Notice to the Union shall be given prior to the initiation of salary and merit step discussions with the employee seeking a transfer.

### 1.3 Definitions

- a. **Agency Temporary Employees.** The Agency may employ on a temporary basis employees in the classifications covered by this labor agreement for periods not to exceed ~~six (6) months~~ five hundred twenty (520) hours in any twelve (12) month period. These temporary positions are to be used to cover special or seasonal work projects, or limited-term, fill-in assignments, or to back fill for cross-training opportunities of regular employees. No temporary employee shall be allowed to exceed five hundred twenty (520) hours ~~six (6) months~~ within in a twelve (12) months period, unless a ~~three (3) month~~ an extension is mutually agreed upon by the Union and the Executive Director. Temporary employees may be extended up to a period of five hundred twenty (520) hours. Requests and responses for extensions must be in writing and must include the reason for the request. If a request is denied, the reason for

the denial must be stated. A temporary employee affected by an agreement to extend his/her temporary status shall be eligible for benefits according to Article 5, FRINGE BENEFITS, Section 1. Types of Insurance, a.1., a.2, and a.5., and Article 6, HOLIDAYS, Section 1. Dates, but not including the personal day. Work assignments requiring a position in excess of ~~six (6) months~~ one thousand forty (1,040) hours in a twelve (12) month period must be posted. It is understood that this agreement prohibits temporary employees from being employed and then rotated to avoid bargaining unit employees from accomplishing the work assignment whenever the work assignment exceeds one thousand forty (1,040) hours ~~six (6) months~~.

Persons who are originally hired as temporary employees but whose status changes to permanent shall have all hours worked in the previous twelve (12) months credited to the employee for seniority purposes. The original date of hire shall be fixed as the first hire date within the previous twelve (12) months.

Any temporary employee who exceeds ~~"the limit"~~ the limit of five hundred twenty (520) hours in a twelve (12) month period of service, defined above, will accumulate earned leave at a rate of one-third (1/3) of a day per month. The Agency shall calculate the time management leave by counting all hours of temporary employment since the date of hire. The employee will continue to earn leave at this rate while employed in a temporary capacity. A temporary employee shall be paid in cash at the termination of their employment for any unused accumulated earned leave. Time management shall be calculated on a pro-rata basis based on one hundred seventy-three and thirty-three hundredths (173.33) hours per month, should the employee not work a full month after the employee has worked the eligibility period.

- b. Contracted Temporary Employees. An employee of a temporary employment service that contracts with the Agency to provide employees on a temporary basis and shall work for the Agency according to the following understanding with the Union:
1. Contracted temporary positions are to be used to cover special or seasonal work projects, or limited-term, fill-in assignments, or to back fill for cross-training opportunities of regular employees.
  2. The contracted temporary employee shall be limited to ~~six (6) months~~ five hundred twenty (520) hours within in a twelve (12) month period, unless a three (3) month an extension is mutually agreed to by the Union and the Executive Director, as specified above in 1.3.a.
  3. Contracted temporary employees whose status changes to a regular bargaining unit employee shall have all hours worked in the previous twelve (12) months credited to the employee for seniority purposes.

4. In the event a contracted temporary employee's status changes to regular status, the Agency shall credit, to the employee, one and one-third (1 1/3) days of time management per month for all hours of time worked beyond five hundred twenty (520) hours within the previous twelve (12) months.
  5. Contracted temporary employees, who have accumulated a minimum of one thousand forty (1040) hours shall be eligible to apply for Agency vacancies as in-house candidates in accordance with Article 18, SENIORITY AND RECALL, Section 5, In-house Posting.
- c. All hours worked as an Agency temporary employee or as a contracted temporary employee shall run concurrently. The Agency will keep the Union informed of all temporary hires and the purpose. In addition, the Agency will provide a report to the Union on the 15th of each month that shows all hours worked by temporary employees as of the end of the preceding month.
  - d. Exempt Employee. An exempt employee is an employee who is exempt from the Fair Labor Standards Act. The Agency shall determine exempt status of positions and provide written notification to the Union of such proposed determinations in the future. The current exempt classifications are listed in Appendix III.
  - e. Working Days. A working day shall mean a day when the Agency is open for business.

## **ARTICLE 2 STATUS OF AGREEMENT**

2.1. Term of Agreement. Other than as stated in this contract, this Agreement shall be effective upon ratification and shall continue in effect until and including September 30, ~~2015~~ 2017, and thereafter shall continue in effect from year-to-year, unless one party gives notice in writing to the other party of its desire to terminate, or modify the Agreement on or before June 15, ~~2015~~ 2017.

If this Agreement is not terminated or modified, but continues under the automatic year-to-year renewal provision above, it may be terminated by one party giving notice in writing to the other party of its desire to terminate or modify the Agreement on or before June 15, prior to the September 30 anniversary date.

2.2. Negotiating Successor Agreement. If either party serves written notice of its desire to terminate or modify provisions of the Agreement, the parties shall commence negotiations by August 1, unless mutually agreed otherwise. Notice given by one party shall render notice by the other party unnecessary.

2.3. During Negotiations. During the period of negotiations, this Agreement shall remain in full force and effect as defined in ORS 243.712.

2.4. Separability. If any provision of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any such tribunal, the remainder of the Agreement shall not be affected thereby, and upon the request of either the Agency or the Union, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

2.5. Matters Covered. Only such conditions of employment, grievance procedures, and benefits as are specifically covered by the terms of this Agreement shall be affected by its execution. However, nothing in this Agreement is intended to nullify existing wage or other economic benefits to employees under current policies, practices, and work rules, unless specifically included in this Agreement. To the extent that any proposed changes in work rules or working conditions consist of or affect mandatory subjects of bargaining the Agency agrees to collectively bargain the mandatory negotiable aspects of the change(s).

Nothing in this Agreement is intended to restrict the right of the Agency to adopt, change, or modify reasonable work rules or procedures necessary for the safe, orderly, and efficient operation of Agency services. The Agency agrees to provide a copy of new or revised work rules to the Union and employees covered. For changes on permissive subjects of bargaining, the Agency and the Union acknowledge the mutual objective of involving employees voluntarily in those decisions that affect their work environment. The Agency agrees to consider reasonable alternatives to new or existing work rules and policies proposed by the Union and/or affected employees. The Agency and the Union agree that the Labor Management Committee is the appropriate forum to provide Union input and recommendations on changing existing or developing new work rules and policies.

2.6. Negotiating Committee. The parties agree to establish a negotiating committee for the purpose of modifying the Collective Bargaining Agreement. The committee shall be comprised of up to three (3) management representatives appointed by the Executive Director and three (3) Union representatives appointed by the Union President. The Negotiating Committee shall meet at mutually acceptable times and places during regular work hours. In the event that negotiations continue past regular work hours, or if

the parties mutually agree to meet during non-work hours, the Agency shall not be obligated to compensate employees for periods of negotiations occurring outside the employees' normal work hours. The Committee shall establish its own ground rules.

The Negotiating Committee shall meet to negotiate as specified in this Agreement, the successor agreement, or by mutual agreement.

### **ARTICLE 3 WAGES AND SALARIES**

3.1. ~~Bargaining Unit Personnel~~ Effective ~~October 1, 2013~~ October 26, 2015, the wages rate of pay of all ~~employees~~ personnel in the bargaining unit shall be increased by three percent (3.0%) at the hourly rate or within the salary range set forth in Schedule A attached, which reflects a ~~one three percent (1.0 3.0%)~~ increase over the salary ranges for the last fiscal year. Salaries for employees do not necessarily fall on a salary step but an employee's salary shall be within the approved salary range. Unless otherwise indicated, employees shall receive a merit increase of five and seven-tenths percent (5.7%) if their salary falls between steps (to the top of the range).

3.2. The Agency will implement a new compensation plan effective the pay period following ratification, reflecting the current top step and six steps at 5% increments. Employees will remain at the same rate of pay initially. On their next merit eligibility date, employees will move to the step that gives them at least a four percent (4.0%) increase.

3.3. Temporary employees covered by this bargaining agreement shall be paid within the rates outlined in Schedule A

3.4. Salary Adjustments. The rate of pay of all employees in the bargaining unit shall by increased by two and one-half percent (2.5%) effective March 1, 2017. If changes to any combination of the following three variables for 2017 - Section 8 administrative fee methodology, Section 8 administrative fee proration, or the Public Housing operating subsidy proration - results in a revenue reduction of 5.0% or greater to the sum of the calendar year 2016 actual revenues from Section 8 administrative fees or Public Housing operation subsidy, then either party may elect to open the contract to renegotiate wages and benefits. The Agency will contact the Union within a reasonable amount of time once the Agency becomes aware of the changes mentioned above.

~~For the fiscal year 2014-15, effective 10/01/2014, each salary step represented in the Compensation Plan (Schedule B) shall be increased by one percent (1.0%).~~

~~3.5. Signing Bonus. All employees who are members of the Union as of the signing of this agreement will receive the choice of either one additional personal day or a lump sum bonus of \$250. Employees must notify the Agency of their choice no later than December 31, 2013. The bonus will be paid or credited within the pay period that includes January 1, 2014. All employees who are members of the Union as of December 31, 2014 will receive the choice of either one additional personal day or a lump sum cash bonus of \$250. Employees must notify the Agency of their choice no later than December 31, 2014. The bonus will be paid or credited within the pay period that includes January 1, 2015.~~

3.6. Rates for Less Than a Pay Period. In computing the salary for personnel working less than a full pay period, the amount paid shall be prorated to the full-time rate on the basis of the actual hours or days worked. The employee's hourly rate shall be determined by dividing their monthly salary by the average amount of time available to work in any given month, one hundred seventy-three and thirty-three hundredths (173.33 hours).

### 3.7. Overtime

#### a. Rate

Non-Exempt - Overtime worked shall be compensated at the rate of time and one-half (1 ½ times) the employee's regular hourly rate of pay shall be compensated by cash payments for work under any of the following conditions:

Exempt - Overtime worked shall be compensated at the rate of one (1) hour of compensatory time off for one (1) hour of overtime worked under any of the following conditions:

1. All work performed in excess of eight (8) hours in any workday, unless an employee is working an alternative work schedule as specified in Article 10, WORK SCHEDULE, Section 11.7 Alternate Work Schedule;
2. All work performed in excess of forty (40) hours per week;
3. All work performed before or after any scheduled work shift, except as provided to the contrary in this Agreement;
4. All work performed on a Saturday, Sunday or holidays. However, at the employee's written request, a work schedule may be approved by the Agency that would allow the employee to work on Saturday or Sunday. It is understood that such work schedule would not violate the provisions of the Article on work schedule and outside employment of this contract, other than allowing the employee to adjust their schedule with prior

approval from the Agency to allow work on Saturday or Sunday. It is also understood that the Agency, by allowing such a schedule, would not incur any overtime liability for such work unless total hours for the working week exceed forty (40).

5. Eligibility for overtime compensation for hours worked in excess of eight (8) hours in a day may be waived if mutually agreed to, where the eight (8) hours are exceeded in one (1) workday and equivalent amount of time is being taken off within the same work week. If an employee or a supervisor requests that time be flexed, the other party has the right to refuse.
- b. Overtime Calculation. Overtime shall be calculated to the nearest one-quarter (1/4) hour worked.
- c. Overtime Authorization. All compensated overtime must be authorized in writing by the immediate supervisor before being worked. In the case of emergencies, oral authorization shall suffice.
- d. Qualification. Employees must be qualified to perform the work in which overtime is offered.
- e. Voluntary. Overtime work shall be voluntary, except in cases where the public safety or health may be jeopardized or when there is a critical business need.
- f. Compensatory Time. Employees may receive, upon request, and with Agency approval, compensatory time off in lieu of overtime at the overtime rate, up to a maximum of eighty (80) hours.

### 3.8. Call Back

- a. An employee who is called back to work prior to the next scheduled shift shall be guaranteed a minimum of two-and-two-thirds (2.67 ~~67~~) hours pay at the overtime rate with the exception of Site Maintenance Specialists.
- b. An employee who reports for work as scheduled and upon reporting finds no work available shall be guaranteed a minimum of four (4) hours pay at the applicable straight or overtime rate, provided that such lack of work is not due to circumstances beyond the control of the Agency.
- c. It is understood that the provisions of this section are applicable only to the extent that such employees accept any work available.

3.9. On-Call Pay. Employees who are required to be on-call during off-duty hours will be compensated at the rate of ~~seven (7)~~ fourteen (14) hours of pay per week at the regular rate. Employees called to work will be compensated for time worked as provided for in 3.6. To qualify for on-call pay, the employee is required to be available for contact by phone and be able to report to work immediately. Employees who have been absent from work due to illness or injury are not considered available to be on-call. Employees will have the choice of taking home an Agency vehicle or reporting in to pick up the vehicle when called out. Employees will be compensated from the time they begin driving the Agency's vehicle.

3.10. Site Maintenance Specialist. Employees who are employed as Site Maintenance Specialists (SMS) will receive overtime at the rate of time and one-half (1 1/2) the employee's regular hourly rate of pay for all hours worked over forty (40) hours in a workweek. All other provisions of Article 3, WAGES AND SALARIES, Sections 3.5 Overtime, and 3.6. Call Back of this Agreement do not apply to Site Maintenance Specialists. Resident Managers are expected to work forty (40) hours a week, five (5) days a week, with two (2) consecutive days off.

- a. The SMS shall be required to live in Agency provided units. Occupancy of the unit shall be contingent on continued employment as an SMS. In the event the Agency requires an SMS to transfer from one living site to another, the Agency shall provide the employee as much notice as possible, but not less than thirty (30) calendar days. The Agency will absorb all moving costs associated with the transfer, consistent with the Agency's relocation policy.
- b. SMSs and family members living with the SMS in the required unit provided by the Agency shall be eligible to participate in activities, events, etc. that program residents of the particular complex(es) assigned to the SMS have available to them through the Agency as long as funding/grant allows such.
- c. Emergency call-ins after normal working hours will be an exception. SMSs called in for emergency work orders, in the complex in which they live, shall be guaranteed a minimum of one (1) hour pay at the applicable straight or overtime rate or shall be paid for the actual amount of time they work, at the overtime rate, if they work more than one (1) hour on an emergency call-in.

SMSs called in for emergency work orders, in a complex to which they are assigned, but where they do not live, shall be guaranteed a minimum of two-and-two-thirds (2.67 67) hours pay at the overtime rate or shall be paid for the actual amount of time they work, at the overtime rate, whichever is greater.

- d. Out-of-class pay according to Article 3, WAGES AND SALARIES, Section 3.10, Working Out-of-Class shall be provided to SMSs on an actual hours of

work basis, i.e., vacate painting, annual inspections outside of those done in coordination with the Housing Representatives, appliance repair, etc. Completion of the following work items will be considered working out-of-class:

1. ELECTRICAL. All electrical repairs on 220-volt appliances or equipment such as:
    - Range repair or replacement
    - Wall oven repair or replacement
    - Water heater repair or replacement
    - Furnace or heater repair or replacement
  2. PLUMBING
    - Removal and replacement of entire under sink plumbing
    - Replacement of toilet or wax ring
    - Replacement or repair requiring soldering
    - Sink replacement
  3. CARPENTRY
    - Replacement of door jambs
    - Dry rot repair
    - Countertop replacement
  4. FLOOR COVERING
    - Vinyl installation
    - Vinyl composition tile (50% or more of room)
    - Carpet installation
    - Installation of new base molding
  5. PAINTING
    - All interior and exterior painting
    - Preparation of surfaces to accept paint.
    - Staining or varathaning of doors/window sills
- e. SMS benefits that are based on compensation shall be computed according to the Agency's legal and contractual obligations.
- f. SMSs shall not be required to pay utilities except for telephone and cable, which shall be arranged by the employee.
- g. SMSs compensation shall be determined by subtracting the rental value of their unit from their total wages. The total wages shall be within the five (5) step range as outlined in Schedule A.

Effective April 8, 2009, current SMSs shall have their current rents grandfathered. Rents for SMSs hired after April 8, 2009 shall not exceed the

minimum flat rent charged by the Agency for a one-bedroom unit at McKenzie Village.

The Agency shall assign SMSs housing size based on the Agency occupancy standards, as defined in the PH/AH Statement of Policies, and unit availability. Upon request SMSs may be granted a larger unit by paying an additional fifty dollars (\$50) per month rental per bedroom.

### 3.11. Probationary Period.

- a. The probationary period is an integral part of the employee selection process and provides the Agency with an opportunity to upgrade and improve operational efficiency by observing an employee's work, training, and aiding employees in adjustment to their positions, and by providing an opportunity to reject any new employee whose work performance fails to meet required work stand
- b. New bargaining unit employees shall serve an initial probationary period of six (6) continuous months worked. The Union recognizes the right of the Agency to terminate such probationary employees for any reason, without recourse, and to exercise all rights not specifically modified by this Agreement. The Agency may extend the six (6) month probationary period up to an additional ninety (90) calendar days. If the probationary period is extended, the new employee will receive a salary increase in accordance with Article 3, WAGES AND SALARIES, Section 3.13, Merit Increases.
- c. The probationary period for Site Maintenance Specialists shall be twelve (12) months. The Agency has the option to end the probationary period at the six (6) months evaluation or anytime thereafter up to twelve (12) months from the date of hire. The Agency shall grant merit increases according to Article 3, WAGES AND SALARIES, Section 3.13, Merit Increases.
- d. Employees who change classification may serve a continuous six (6) month probationary period as outlined below. Probationary employees, who fail to meet the requirements of the new classification, as determined by the Agency, shall be returned to the previously held classification.
  1. Employees who are transferring within the same classification to another position will not be required to serve a probationary period. This is termed a "lateral transfer". (See Article 1, CLASSIFICATION, Section 1.2.c., Reclassification With No Change in Salary Range, and Article 18, SENIORITY AND RECALL, Section 18.3, Lateral Transfers.)
  2. Employees moving from one classification to another at the same or higher wage rate will be required to serve a probationary period in the new

classification. (See Article 1, RECOGNITION, Section 1.2, Salary of Reclassified Positions.)

3. Classification changes resulting from employee-initiated transfers will require that a probationary period be served. (See also Article 1, RECOGNITION, Section 1.2, e., Voluntary Transfer to Another Classification.)
4. Employees who are reclassified by the AGENCY into a classification with a lower salary range, for reasons that do not reflect discredit on their employment record, will not be required to serve a probationary period (See Article 1, RECOGNITION, Section 1.2,b., Reclassification Downward.)
- e. At any time during the probationary period, a probationary employee or his/her supervisor may request a meeting to discuss performance issues. The employee may request Union representation. This informal meeting is meant to assist the employee in understanding areas where deficiencies may exist, and to assist the employee in finding ways to meet the expectations of the job. It is understood that satisfactory performance during a portion of the probationary period does not presume continued employment for the balance of the probationary period.

### 3.12. Working Out-Of-Class.

- a. Any employee working out-of-classification in a higher position than their permanent classification shall be paid his/her regular rate of pay plus five percent (5%) but no less than the Step 1 pay rate of the higher classification, for all time worked after four (4) hours in a week. If the higher classification involves supervisory duties, then the employee shall be paid at least five (5) percent more than the highest pay rate of the employees being supervised. The Agency may not move an employee in and out of the higher classification for the purpose of avoiding the premium pay provided in this section.
- b. The Agency shall designate in writing working out-of-classification assignments prior to the employee beginning the assignment, except in cases of an emergency, and shall include the Union in this notification. In such written, planned designations, the Working Out-of-Class assignment and additional compensation begins as soon as the Working Out-of-Class initiates.
- c. An employee shall not be required to work in an out-of-class position in excess of six (6) months. ~~If the position continues for more than five (5) months, and the Agency anticipates that the position will exceed six (6) months, the Agency shall post it as a permanent position.~~ If the employee who fills a working out-of-class position exceeds six (6) months in the position

and that employee is the successful applicant in the hiring process ~~selected for the permanent position~~, the ~~promoted~~ employee will not be required to serve a new probationary period.

### 3.13. Pay Periods.

- a. All employees shall be paid through the twenty-fifth (25th) day of each month. Monthly paychecks shall be distributed not later than the first (1st) day of the following month.
- b. Employees may draw up to fifty (50) percent of their gross paycheck, less deductions, on the nearest working day to the fifteenth (15th) day of the month.

### 3.14. Performance Evaluations. The Agency may implement and maintain a performance evaluation process involving members of the bargaining unit.

- a. It is the goal for all employees to have their work performance evaluated annually. Performance evaluations are required for less than competent performance, extraordinary merit increase, and, at the completion of a probationary period. ~~Annual performance evaluations may be initiated by the supervisor or by the employee, if requested, at least sixty (60) calendar days prior to the employee's merit date.~~
- b. No written peer evaluations will be used in the performance evaluation process. However, it is recognized that supervisors may gather information from others verbally and informally throughout the evaluation period, and in writing when poor performance is an issue.
- c. Employees have the right to attach a response to any evaluation included in their personnel file.
- d. Performance evaluations cannot be used as a step in progressive discipline.
- e. Supervisors and employees are encouraged to use the performance evaluation process as a time to discuss the employee's training needs and career development plan and to document the discussion as part of the performance evaluation form.

### 3.15. Merit Increases.

The Agency shall grant merit increases according to the schedule set forth below.

- a. Eligibility. A permanent employee shall not be eligible for a merit increase according to the following schedule if the employee has received a less than competent evaluation:

<u>If the Employee's Salary is Between</u>	<u>Minimum Time Until an Evaluation is Due</u>
Step 1 to 2	6 months
Step 2 to 3	12 months
Step 3 to 4	12 months
Step 4 to 5	12 months
Step 5 to 6	12 months
Step 6 to 7	12 months
Step 7 to 8	12 months

~~These eligibility requirements apply regardless of the step to which an employee is originally appointed. If a particular salary range has less than six (6) steps, the lowest step is always considered as Step 1.~~

- b. Merit evaluations shall be discussed by the supervisor with the employee. The employee shall have ten (10) working days from the date of the discussion to request the employee's supervisor to change the evaluation. The request shall be in writing and contain a concise statement of the changes requested and the reasons for the changes. The supervisor shall respond in writing to the request within fifteen (15) working days after receiving the request.
1. Merit Increase Not Affected. The employee shall have fifteen (15) working days from the date the supervisor's response is delivered to the employee to appeal the supervisor's response. If the evaluation does not deny the merit increase, the disputed evaluation may be appealed by the employee to the Agency's Executive Director, whose decision is not grievable. In such case, the Executive Director shall render a final decision within ten (10) working days after such investigation as necessary.
2. Merit Increase Denied. If a merit increase is denied, the employee may appeal the determination through provisions in Article 14, GRIEVANCE PROCEDURE, Section 14.4.b, Informal Attempt to Resolve, (Step 2), within five (5) working days of receiving the supervisor's written response.

In the event that an employee's evaluation is not completed within thirty (30) calendar days of when due, the employee shall advance to the next higher step, effective the anniversary date. If an employee disputes an evaluation that denies him/her a merit increase, then any delay caused by the dispute will not trigger automatic advancement.

- c. Budgeting Funds for Merit Increases. The Agency shall include each fiscal year in its proposed operating budget the funds for projected merit increases. The attached salary compensation plan (Schedule A) shall be the compensation plan as well as the basis for applying merit raises, as applicable. Employees shall receive a merit raise equal to the percentage indicated for each particular classification. Employees who have been laid off and recalled to a lower position are eligible for compensation at the top step, or their previous pay rate whichever is lower, of the applicable salary range.

3.16. Incentive Award Program. All employees shall be eligible for an incentive award when ~~both~~ all of the following conditions are met:

- a. The employee's salary has been at the top of the salary range for a minimum of three (3) full years.
- b. The employee receives a better than average performance evaluation.
- c. The employee has completed eight (8) years of service with the Agency.

In the first year of eligibility for this award, the employee shall receive a salary increase of two percent (2%) of the top of the applicable salary range. When the employee begins his/her fourth (4th) year of incentive eligibility an additional three percent (3%) shall be added to his/her salary to make a maximum of five percent (5%). An employee reclassified into a different classification at a pay rate below the top of the new salary range will be eligible for incentive pay according to a., b., and c. above. An employee reclassified with a new salary at or above the top pay step will carry over all time accrued toward incentive pay. An employee reclassified above the top pay step and already receiving incentive pay will continue to receive incentive pay, without interruption, based on the original incentive date. The maximum increase under this program shall be five percent (5%). Each increase under this program shall require a better than average performance evaluation. ~~Eligible employees who have been receiving the one percent (1%) per year incentive shall continue to two percent (2%) or if the employee has received more than two percent (2%), wait to begin the fourth year to receive the rest of the incentive pay.~~

3.17. Bilingual/Signing Pay.

- a. When the Agency adds bilingual or signing skills as a requirement for the position or when an employee routinely uses bilingual skills, the employee shall receive an additional five and seven tenths percent (5.7%) compensation above his/her regular rate of pay as reflected in the compensation plan (Schedule A).
- b. When the Agency assigns Bilingual or Signing skills intermittently to an employee, s/he shall receive an additional five percent (5%) compensation for working out-of-classification for the length of the assignment. Bilingual/ Signing pay will be calculated to the nearest one-quarter (1/4) hour worked.

3.18. Employee Reclassification Request. When an employee believes that s/he is performing the essential functions of a higher classification on a substantial, ongoing basis, s/he may make a request for reclassification to her/his supervisor in writing.

- a. As justification for the reclassification, the written request shall include:
  - 1. A description of those assignments or duties believed to be outside the employee's present classification;
  - 2. A notice of the job classification to which the assigned duties generally apply, if known.
  - 3. A description of when those assigned duties started.
- b. Supervisor Review. The supervisor shall review the request and respond in writing within fifteen (15) working days. The supervisor's response shall include at least one of the following:
  - 1. **Reclassification Approved.** The request for reclassification is approved, and the Agency shall notify the employee and the Union according to Article 1, Section 1.1, Classification and Article 1, Section 1.2, Salary of Reclassified Positions.
  - 2. **Working Out-Of-Class Determination.** The Agency determined that the employee was working out-of-class, and the Agency shall notify the employee and the Union according to Article 3, Section 3.10, Working Out-Of-Class.
  - 3. **Discontinue Working Out-Of-Class.** The Agency determined the employee was working out-of-class according to Article 3, Section 3.9, Working Out-Of-Class, but the Agency no longer wishes the employee to continue in this capacity. The Agency shall notify the employee and redistribute the out-of-class work.

4. Working Out-Of-Class Denied. The supervisor denies working out-of-class. The supervisor's written response shall specifically address issues raised by the employee in a. and b., above.
5. Reclassification Denied. The supervisor denies reclassification. The supervisor's written response shall specifically address issues raised by the employee in a. and b., above.

## **ARTICLE 4 REIMBURSABLE EXPENSES**

4.1. Private Auto Use. Employees requested to use personal vehicles in the performance of job duties by the Agency, or who are required to work at a location other than their established reporting place by the Agency, shall be reimbursed mileage expenses at the then-current rate as established by the federal government. ~~However, employees who are required to drive a personal vehicle because they have been deemed an "unacceptable driver" by the Agency's insurance carrier will not receive a mileage reimbursement until their driving record reflects an "acceptable driver" status. The Agency shall submit a request for re-determination on behalf of the employee who regains acceptable driver status.~~ Employees must be licensed and insured according to Oregon State Law. If an employee is involved in an accident, while operating a personal vehicle on Agency business, that employee's personal auto policy will be responsible for damages. The Agency has liability insurance that covers all employees on Agency business on an excess basis if the Agency is sued in addition to the employee. Such triggering of the Agency's excess non-owned auto insurance will be coordinated with the employee's auto coverage.

### 4.2. Travel – Extended.

- a. Authorization. Employees required to travel outside Lane County on Agency business shall do so only after receiving approval for the trip from the Executive Director.
- b. Subsistence Expenses
  1. Employees required by the Agency to remain overnight outside their immediate area of residence shall receive reasonable reimbursement of actual expenses incurred. The employee may choose among the following reimbursement options:

- A. The employer shall pay the current G.S.A. rates for meals. No receipts are needed.
  - B. Reimbursement of \$47.00 per twenty-four (24) hours for meals and lodging. Receipts are not needed.
  - C. If expenses exceed the rates of (A) and/or (B.) above, the employee may submit receipts for reimbursement of reasonable costs for lodging and meals.
2. Limitation. The Agency shall, upon request of the employee, make an advance payment of an amount that is reasonably close to what can be estimated as the actual amount to the individual employee.
- c. Transportation and Incidental Expense. If public transportation is used, i.e., airlines, railroads and bus lines, the employee will only be reimbursed for the expense of a regular passenger fare unless such accommodations are not available. If the employee desires to ride first class, s/he must pay the additional amount.

4.3. Incidental Fees. Incidental fees will be reimbursed if they are of an ordinary and necessary business nature. These expenditures include items, such as postage, equipment rentals and registration fees for conferences.

4.4. Documentation. Employees incurring allowable expenses, such as lodging, public transportation, and incidental fees, shall be required to obtain receipts of all such expenditures and upon their return submit them, together with a travel expense report, to their supervisor for approval who will forward them to the Finance Department for approval within five (5) working days of returning from the trip. Authorized payments shall be made to employees within five (5) working days of submission of the acceptable report. Gas and mileage documentation must also be provided on the travel expense report. Employees shall be required to show proof of valid Oregon driver's license and automobile insurance when driving their own personal vehicle on Agency business. In addition, employees are required to show proof of a valid Oregon driver's license when driving an Agency vehicle. Employees are further required to inform the Agency in the event that they lose their insurance coverage or the ownership of a valid Oregon driver's license.

#### 4.5. Meals

Employees who are required to attend conferences, seminars, training sessions or meetings outside of their established reporting place shall be entitled to reimbursement

of meal expenses when such meals are not provided as part of the scheduled activities subject to the following:

- a. Breakfast- when the employee must leave their residence for traveling to the conference, seminar, training session or meeting location more than one (1) hour in advance of their normal departure time.
- b. Lunch - when the conference, seminar, training session or meeting spans the employee's normal lunch break.
- c. Dinner- when the employee's travel to their residence after attendance at the conference, seminar, training session or meeting must begin more than two (2) hours after their normal quitting time.

## **ARTICLE 5 FRINGE BENEFITS**

5.1. Types of Insurance. The Agency agrees to cover its eligible and qualified permanent probationary and non-probationary employees with certain insurance protection and related programs at benefit levels, as indicated below. Should the costs of such programs increase during the life of this Agreement, or if new or improved benefits are instituted as a result of legislative action, such cost increases shall be covered by the Agency whenever such charges become effective. The Union agrees to work with the Agency to find alternatives to the health plan to keep premiums increases to a minimum.

- a. Current benefits being provided under this section include:
  1. Employee and dependent health insurance.
  2. Employee and dependent dental insurance (including adult orthodontic care).
  3. Employee and dependent vision plan.
  4. Employee accidental death and dismemberment and term life insurance in the amount of twenty-five thousand dollars (\$25,000); or the employee's annual salary (rounded up to the nearest thousand dollars) whichever is greatest, not to exceed fifty thousand dollars (\$50,000).
  5. Employee long-term disability insurance to provide sixty-six-and-two-thirds percent (66-2/3%) of gross income after ninety (90) calendar days of disability, not to exceed the limits of the plan.

- b. ~~Between the effective date of this Agreement and December 31, 2013, employees will remain on one of the two plans previously offered by the Agency, with no changes in benefits.~~
- c. ~~Effective January 1, 2014, a~~ All employees will be enrolled in a high deductible major medical plan. Eligible employees will also be enrolled in a health savings account (HSA). Employees who do not qualify for contributions into a HSA due to their participation in an entitlement health insurance plan, such as Medicare or Tricare, will be enrolled in a Health Reimbursement Account (HRA). The Agency agrees to include a portability provision for the HRA.
- d. For all employees who are eligible to participate in the HSA or HRA, the Agency will pay a portion of the an amount of ~~equivalent to~~ the annual deductible, based on their enrollment as individual or family, into the employee's health savings account as follows:
1. During an employee's first year of employment, the Agency will pay an amount equivalent to the annual deductible, prorated based on the employee's date of insurance eligibility.
  2. ~~On~~ Effective January 1, 2014 2016, the Agency will pay the amount of the full annual deductible amount for that calendar year.
  3. Effective January 1, 2017, for current bargaining unit employees not in their first year of employment, the Agency will pay ninety percent (90%) of the amount of the full annual deductible amount for that calendar year.
  4. ~~Effective, January 1, 2015, the~~ The annual deductible will be paid in quarterly installments. ~~Employees who exceed the amount of the annual deductible in medical expenses prior to having received the full employer contribution may request an exception and receive the remainder of the contribution in a lump sum.~~
- e. For employees who have a legally registered domestic partner and who qualify for domestic partner health insurance coverage, the Agency will pay an amount equal to the family deductible into the employee's HSA account, regardless of the domestic partner's eligibility to participate in the HSA plan under current federal regulations.
- f. Permanent part-time employees are required to pay for a portion of their health and dental insurance premium prorated to their budgeted hours of work (percent of full-time equivalency). For example, if an employee is budgeted at 0.5 FTE, he/she would be required to pay be fifty percent (50%) of the total cost of insurance premiums. The rate will be based on a tiered rate based on the employee's family status. For purposes of this provision,

part-time employees are those working thirty (30) hours or less per week. Employees who work part-time on a temporary basis of one hundred twenty (120) days or less will not be required to pay a portion of their insurance cost.

- g. For the purpose of this Article, dependent means spouse or legally registered domestic partner, and eligible children. ~~An employee must enroll his/her spouse or domestic partner with the Agency by filling out and signing an Affidavit (Appendix IV).~~ An employee whose marriage or registered domestic partnership terminates is required to notify the Agency complete, sign and file with the Agency a Statement of Termination (Appendix V) within thirty (30) calendar days after such change.
- h. An employee who has double coverage for health insurance may elect not to be covered under the Agency's plans. As an incentive, the Agency will contribute \$50 per month to the employee's retirement account (up to the limitation of the plan). The difference between the existing premium cost for health insurance and the \$50 payment by the Agency will accumulate in a separate fund dedicated to offset premium increases in subsequent years. The employee may elect to be covered again when ever his/her partner no longer has health insurance coverage or during open enrollment. An employee must complete, sign, and file with the Agency a Double Covered Incentive form (Appendix VI) in order to receive this benefit.

The Union shall be provided a written report for review of this option upon request.

## 5.2. Retirement Plan.

- a. The Agency shall pay each month for each eligible permanent employee in the bargaining unit working twenty (20) hours or more a week and who elects to be in the plan, an amount equal to six percent (6%) of the employee's gross monthly salary. The Agency, or its representative, shall provide written notice to the employee in time for the employee to enroll in the retirement plan.
- b. In addition, the Agency shall pay each month for each eligible employee who elects to be in the retirement plan, an amount equal to six percent (6%) of the employee's gross monthly salary. This amount shall be considered the employee's contribution. The employee may supplement the retirement contributions made by the Agency by making a voluntary contribution up to the maximum allowable under the law or the plan specification. ~~of up to an additional twenty-five percent (25%) from their monthly gross salary.~~ Once an employee makes an election of the percentage of the deduction, that election may be changed only according to the terms of the Agency's contract with the Massachusetts Mutual Life Insurance Corporation.

- d. An employee shall be eligible for the plan after completion of six (6) months of employment with the Agency. The Agency shall begin making its contributions on the first day of the month following the employee's eligibility date.
- e. Employees on leave without pay continue to participate in the plan. However, no contributions are made on their behalf during the period of leave.
- f. A vesting schedule for eligible qualified employees is as follows:
  - 1. Employees shall vest fifty percent (50%) of the employer's contribution to the retirement plan after two (2) years of employment according to the terms of the retirement agreement with Massachusetts Mutual.
  - 2. Employees shall vest seventy-five percent (75%) of the employer's contribution to the retirement plan after three (3) years employment according to the terms of the retirement agreement with Massachusetts Mutual.
  - 3. Employees shall vest at one-hundred percent (100%) after four (4) years employment.
- g. If an employee elects to add a qualified domestic partner to his/her health insurance, the value of the insurance coverage is considered salary for purposes of retirement. The employee will be responsible for paying the retirement contribution on this portion of his/her salary. A deduction will be made from the month-end payroll check of twelve percent (12%) of the taxable income attributed to the benefit. The Agency will remit that amount to the employee's retirement account.

### 5.3. Early Retirement.

- a. As a cost saving measure to avoid layoffs, the Agency may offer early retirement benefits to all eligible permanent employees. This offer shall be made in writing by the Executive Director. To be eligible for early retirement, an employee must be fifty-five (55) years of age or older and have at least ten (10) continuous years of employment with the Agency. The employee shall respond, in writing, within the time period specified by the Agency. Whenever possible, the time period to respond shall be a least sixty (60) calendar days.
- b. The early retirement benefit will consist of paid medical insurance for the employee, at the same level as received by current employees on an individual basis, for a period not to exceed five (5) years or until the employee is eligible for Medicare, whichever comes first. The employee may elect to

continue coverage of a spouse and/or dependents at the group rate at their own expense.

**ARTICLE 6  
HOLIDAYS**

6.1. Dates. The following days shall be recognized and observed as paid holidays subject to the provisions of Section 6.6:

•New Year's Day	•Martin Luther King Day (3rd Monday in January)
•Washington's Birthday (3rd Monday in February)	•Memorial Day (Last Monday in May)
•Independence Day	•Labor Day (First Monday in September)
•Veterans Day (November 11)	•Thanksgiving Day
•Day After Thanksgiving	•Christmas Eve Day
•Christmas Day	•Personal day (Add to Accumulated Time Mgt)

6.2. Qualifications. The prior Agency holidays are to be paid holidays, but only for eligible and qualified employees. For the purposes of this Article, an eligible and qualified employee shall mean any employee who:

- a. Reports for work on his/her last scheduled work day prior to, or first scheduled day following the holiday, or is on approved leave with pay. For the purposes of this section, an employee must work or have sufficient time to account for a regular day's work. Probationary or employees who are terminating must work the first scheduled day following the holiday to be eligible for holiday pay.
- b. Whose scheduled work day prior to or following the holiday falls within two (2) calendar days of the holiday.
- c. For represented temporary employees, the following holidays shall be paid holidays:

•New Year's Day	•Memorial Day (Last Monday in May)
•Independence Day	•Labor Day (First Monday in Sept.)

•Veterans Day (November 11)	•Thanksgiving Day
•Christmas Day	

6.3. Pay.

- a. Eligible employees shall receive one (1) day's pay based on an eight (8) hour day for each designated holiday that falls on a day the employee would otherwise work.
- b. Eligible employees shall receive one (1) alternate day off equivalent to eight (8) hours, at the mutual convenience of the employee and the Agency, for each designated holiday that falls on a day the employee otherwise would not work.
- c. Eligible employees shall receive one and one-half (1 1/2) times the regular straight time rate for all work performed on a designated holiday plus holiday pay allowed under Article 6, HOLIDAYS, Section 6.3, Pay, Subsection a. above.

6.4. Weekend Holidays. Whenever a holiday ~~shall fall~~ on a Sunday, the succeeding Monday shall be designated as the holiday. Whenever a holiday ~~shall fall~~ on a Saturday, the preceding Friday shall be designated as the holiday.

6.5. Holidays During Leave or Vacation. Should an employee be on authorized paid leave when a holiday occurs, such holiday shall not be charged against such leave or vacation.

6.6. Holidays During 4/10 Work Schedule. Employees who are required to work a 4/10 schedule shall receive ten (10) hours compensation for holidays, but employees who are voluntarily working 4/10 schedules shall only receive eight (8) hours of holiday pay and must use Time Management or unpaid time off or with supervisory approval, change their work schedule within the work week to reconcile the time differential.

6.7. Personal Day. Personal day hours shall be added to each employee's accumulated time management at the beginning of each fiscal year.

**ARTICLE 7  
EMPLOYEE TIME MANAGEMENT PROGRAM**

7.1. Purpose of Time Management. It is the purpose of the employee time management program to provide employees with a leave with pay program that is easily understood, responsive to individual needs, and easy to administer.

7.2. Time Management.

- a. Rate Time Management Accrual. Employees shall accumulate earned leave, based on a full-time status, at the following rates:

<b>Months of Service</b>	<b>Earned Leave</b>	<b>Monthly Leave Accumulation</b>
0-48 mos. (to 4 yrs)	26.0 days/yr	17.334 hrs/pay period
49-108 mos. (4-9 yrs)	28.5 days/yr	19.000 hrs/pay period
109-168 mos. (9-14 yrs)	31.0 days/yr	20.6767 hrs/pay period
169-228 mos. (14-19 yrs)	33.5 days/yr	22.334 hrs/pay period
229-288 mos. (19-24 yrs)	36.0 days/yr	24.000 hrs/pay period
289 mos./over (24 yrs +)	38.5 days/yr	25.6767 hrs/pay period

Note: Exempt employees shall earn two (2) additional days per year or one and one-third (1.333) hours per pay period for each of the rates scheduled above.

Permanent, part-time employees shall accrue time management on an amount proportionate to that which would be accrued under permanent, full-time employment.

- b. Deductions from Accrued Time Management. During the course of the year, absences from work because of vacation, sick leave, or family emergency, shall be charged against accrued time management. Time management shall accrue whenever an employee is on paid status with the Agency, except when receiving supplemental sick leave benefits. Employees do not accrue time management when on leave without pay or suspension without pay.

7.3. Workers' Compensation. In the event of injury including lost time when such illness or injury is covered by Workers' Compensation, the Agency shall not charge the employee's time management. The employee shall be paid at his/her normal rate of pay less the amount of any Workers' Compensation checks received by the employee for lost salary.

7.4. Cash out of Time Management at Termination of Employment. After six (6) months of service, upon the termination of an employee, or in the event of the death of an employee, accumulated time management hours shall be paid to the employee or his/her personal representative at the current rate of pay, up to a maximum of three hundred fifty (350) hours. Employees who had a time management accrual balance over three hundred fifty (350) hours on December 21, 2011 will be paid all accumulated time management and will be exempted from the three hundred fifty (350) maximum amount. When an employee receives a cash out payment, the Agency shall fund the employee's retirement contribution for the first eighty (80) hours cashed out. The employee shall be required to pay for the retirement contribution for all hours cashed out in excess of eighty (80) hours. The employee contribution shall be deducted from the employee's cash out payment.

7.5. Minimum Required Use of Time Management. Employees shall be required to take a minimum of two (2) weeks of time management per fiscal year. The Agency's fiscal year is October 1 through September 30.

7.6. Requests For Use of Time Management. Agency employees shall request time off as far in advance as possible, but at least one day prior to the day off. When an employee is sick or an emergency occurs requiring his/her presence elsewhere, or an employee is taking bereavement leave, the employee shall notify his/her supervisor as soon as possible. The notice must include the general reason for the requested time off, such as sick leave, family sick leave, or childcare issues. In the case of sickness or emergency, an employee shall phone his/her supervisor at least prior to the beginning of their work shift the morning of his/her absence. The Agency may not unreasonably deny leave requests. ~~The Agency may request verification for bereavement leave.~~ The Agency has the right to require verification of the employee's need for sick leave from the employee's or family member's health care provider for any absence of more than three (3) days or when the Agency observes a pattern of unplanned absences, such as when leave is combined with weekends, vacations, or holidays.

7.7. Record Keeping Requirements. Accurate records of time management accruals and usage shall be maintained by the Agency and shall be reported monthly on employees' payment slips.

7.8. Employee Time Management Balances. ~~Employees shall not be subject to discipline for negative time management balances as long as they have positive balances at the end of the pay period. Accrued time management cannot be used until the completion of the pay period in which it is earned.~~

7.9. Scheduling of Absences From Work. When time management is to be taken as vacation, the leave shall be scheduled in advance by the employee and Agency. In case of any conflict between employees concerning the scheduling of vacation time, employee seniority shall be given first consideration. No employee shall be granted a continuous leave of more than five (5) weeks in any calendar year unless both parties agree in writing to the longer leave. Employees who wish to exercise the seniority provision of this section must do so by May 15 for July through December, and November 15 for January through June of each year, and it will apply for each six (6) month period only.

7.10. Use of Compensatory Time. Any employee who is granted a leave of absence other than Union leave without pay shall first be required to take any compensatory time that has accrued to their credit before they are placed on leave without pay.

7.11. New Employee Time Management Reserve. Each new (classified) employee will start with a reserve of forty-eight (48) hours of time management. Time in the employee's reserve cannot be used for vacation but may otherwise be "drawn down" for any other absence. Accrual rates for new employees with this reserve amount will be reduced by eight (8) hours per month for six (6) months. If the employee terminates before six (6) months, only the time management accrual, not the time management reserve, will be paid out in cash to the employee. After six (6) months the employee's time management accrual rate shall increase to the rate specified above in Section 7.2.a. Rate of Time Management Accrual, and the hours remaining in the employee's time management reserve shall be added to the employee's time management account.

7.12. Buying Back of Time Management. After an employee has taken a minimum of eighty (80) hours of time management during the previous twelve (12) months, an otherwise eligible employee may "buy-back" up to one hundred twenty (120) hours of time management at the straight time rate with the restriction that after the buy-back at least eighty (80) hours must remain in the employee's time management account. An additional deduction of hours will be made from the employee's time management account which will equate to the dollar amount necessary to fund the employee's retirement contribution at the current rate paid by the Agency. An employee may take only one (1) buy-back per fiscal year. No deductions other than as required by law shall be made from the buy-back reimbursement check. Requests for buy-back that are

submitted by the fifteenth (15th) of a month will be processed with that month-end payroll.

7.13. Forfeiture of Time Management. Employees may accumulate twice their annual accumulation. On September 30, any employee credited with accrued leave greater than their allowable accumulation shall forfeit that amount above their maximum accumulation, unless the Agency has refused to allow the employee to take time off. An employee who has acquired the maximum allowable accumulation of earned leave may continue to accumulate earned leave for the balance of the fiscal year in which the maximum accrual was reached, provided, however, that the employee must take sufficient earned leave and/or use the buy-back plan to reduce the accumulation to the maximum allowable prior to September 30 of that year, or forfeit the excess.

7.14. Supplemental Sick Leave Benefits.

- a. For any employee who has one (1) year of more ~~six (6) calendar months~~ or more of continuous service, if a non-occupational ~~illness~~ ~~sickness~~ or injury exceeds eighty (80) consecutive hours, the Agency shall provide compensated time off at ~~the regular rate of pay~~ ninety percent (90%) pay for the next two (2) calendar weeks, or any part thereof, of disability, and at sixty-six percent (66%) for that the remainder of the period preceding qualification for commencement of the long-term disability (90 calendar days).
- b. Employees may use accrued time management to supplement the compensated time provided by the Agency in order to maintain their regular salary. Employees who have exhausted their time management accrual may use donated time, as provided for in 7.15. below, to supplement the compensated time provided by the Agency in order to maintain their regular salary.
- c. The employee shall be expected to substantiate to the satisfaction of the Agency any ~~sickness~~ illness or injury which exceeds the designated number of consecutive work hours prior to compensation. Such substantiation to the Agency's satisfaction shall also be required for leave without pay if sufficient earned leave has not been accumulated.
- d. The Agency shall notify the employee in writing regarding the timelines, once leave begins or employee reports the need for leave, including advising of consequence for failure to return to work and procedures involved in applying for long-term disability. The Agency shall send copies of the initial letter to the employee, the employee's personal representative if one is designated,

and to the Union. Subsequent correspondence will be sent to the employee and any designated representative as well as the Union if requested by the employee. The employee is responsible to contact the Agency to make monthly reports of status during the absence. If a change of status occurs which will impact the date of the employee's return to his/her regular work schedule, the employee or employee's representative shall report any such change to the Agency within two (2) working days of the employee's knowledge of the change. The Agency shall notify the employee in writing within sixty (60) days after the start of the short-term leave advising of consequence for failure to return to work.

- e. If an ill or injured employee's absence is covered by Workers' Compensation, ~~(or exceeds the designated number of continuous work hours for non-occupational illness or injury)~~ the Agency will provide compensated time off not to exceed five hundred twenty (520) work hours from the time of the injury or illness. Contingent upon the employee having a medical release, at the Agency's discretion and need, the employee may return to work full or part-time. All hours worked shall extend the five hundred twenty (520) hours on an hour-for-hour basis up to a maximum of seven hundred (700) work hours from the time of injury or illness. When an employee and the Agency agree to an early return to work arrangement under this clause, Subsection c. below will not be applicable.
  
- f. ~~Normally, once an employee returns to work, any further absences would require another amount of designated consecutive work hours to be subtracted from time management accrual. However, if the same illness or injury recurs requiring the employee to leave work and the employee has only returned to work for five (5) or less days, no additional time will be subtracted from the employee's accrual. Separate periods of supplemental sick leave resulting from the same or a related condition, and not separated by 180 days or more, are considered a continuation of the prior supplemental sick leave period. Once the maximum period of supplemental sick leave under this provision has been paid, employees will not be eligible for a new supplemental sick leave due to the same or a related condition, until 180 days after the employee has been released by a qualified medical provider from the prior supplemental sick leave.~~

7.15. Emergency Donations of Time Management. When an employee has an emergency need for sick leave or care for family members (as defined in Article 8, LEAVE OF ABSENCE, Section 8.13, Parental Leave and Family Leave) but does not have enough time management accrued, other employees may voluntarily donate time management hours to the requesting employee's account. Donations shall remain anonymous. To be eligible for donations, the employee must be absent due to an emergency situation for five (5) or more continuous workdays and not be receiving any other compensation covered by this agreement. Emergency for the purpose of this section is defined as an unplanned, unexpected, or unanticipated illness or injurious condition of the employee or his/her family member.

The contributions of time management hours shall be given a cash value at the contributor's current rate of pay and applied at the recipient's current rate of pay into his/her time management account.

The Deputy Director or designee will be responsible for notifying all employees when there is a need for donations to eligible employees. Supervisors are expected to notify the Deputy Director or designee when an employee may not have enough time management for sick leave or FMLA and desires donations; however, any staff member may bring the matter to the Deputy Director's or designee's attention.

Donated hours will be accepted in the order they are received. An employee may retain up to the number of hours of donated time management that she/he had at the beginning of the emergency or forty (40) hours, whichever is greater. Any hours an employee retains beyond the hours they had prior to the emergency may be used only for sick leave purposes.

The remaining donated hours will be credited back to the donors' leave accrual on a pro-rata basis. In order to be eligible to donate time management hours, an employee must maintain a minimum of eighty (80) hours remaining in his/her account after the contribution.

7.16. Union Donations. Donations of time management may also be provided to Union Officials to attend Union functions (Trainings and Conventions), upon written request, from the Union President to the Deputy Director. The Agency shall maintain a bank of any unused donated hours for Union use. The Union shall be responsible for notification. This section shall be subject to the provisions regarding scheduling absences from work, Section 7.9 of this article.

## **ARTICLE 8**

## LEAVE OF ABSENCE

8.1. Causes for Leave. Leave of absence for good cause may be granted by the Agency provided that such leaves do not significantly disrupt normal Agency operations. Good cause shall only include the following reasons:

Sickness or Injury	Personal Leave	Union Leave
Bereavement Leave	Jury Duty	Adverse Weather
Military Service	Sabbatical	Parental Leave
Family Leave		

8.2. Pay. Leaves of absence shall be without pay, except as specified in this Agreement.

8.3. Approval. No payment for any leave of absence shall be made until such leave has been properly approved. Requests for such leaves must be in writing and shall be applicable upon written receipt of approval from the appropriate appointing authority stating the terms and conditions of the leave.

8.4. Term. With the exception of military action duty, Union leave, or other leaves covered by state and federal law, a leave of absence without pay may not exceed ninety (90) calendar days, subject to extension on approval by the Board of Commissioners, or if approved under Article 8, LEAVE OF ABSENCE, Section 8.9.b. Sabbatical Policy.

8.5. Failure to Return. An employee who has been granted a leave of absence and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned and the position shall thereupon be declared vacated; except and unless the employee, prior to the expiration of the leave of absence, has furnished evidence of inability to return to work for legitimate reasons beyond the control of the employee.

8.6. Jury Duty and Witness Duty. When an employee is called for jury duty or is subpoenaed as a witness under circumstances beyond her or his control, and where the duties can be construed to be in the public interest, she or he will be continued at full salary for the period of required service. As soon as practicable, the employee must notify the Agency that the employee has been called for jury duty or witness duty prior to the leave being granted with pay. The Agency may ask but cannot require the employee to file an appropriate exemption from duty because of the adverse impact the employee's absence would have on Agency operations. Employees shall be granted leave with full pay for the period of required service when summoned for jury duty or appearance under subpoena as a witness in any municipal, county, state or federal court. If the Agency is an involved party, the Agency will grant leave with pay for appearance under subpoena as a witness in a grievance arbitration. Employees who are excused from jury duty or as witnesses before one (1) hour prior to the end of the normal work shift shall immediately report their availability for assignment to their supervisors. All monies received as witness fees or pay for jury duty, other than mileage reimbursement paid to the employee for such service, must be signed over to the Agency unless such fees are earned on the employee's days off or during other authorized leave with pay.

8.7. Military Leave. Absence for military service of an employee shall be allowed as provided by state and federal law.

8.8. Bereavement

- a. Employees shall be reimbursed for lost work as a result of a death in the employee's immediate family up to a maximum of three (3) days or, if out-of-state travel is required, five (5) days at the regular straight time hourly rate. The Agency may require verification of the family status. Immediate family shall be defined as mother, father, an individual who stands in or stood in the place of a parent (in loco parentis), spouse, Registered Domestic Partner, ~~domestic partner (affidavit on file)~~, sister, brother, child, grandparent, grandchild, stepmother, stepfather, step-child, father-in-law, mother-in-law, son-in-law, or daughter-in-law, or any other person relative residing in the employee's immediate household. Leave must be taken within thirty (30) days of death.
- b. In addition to the paid bereavement defined above, employees may take unpaid leave as provided for in the State of Oregon Family Leave Act (OFLA).

8.9. Personal Leave.

- a. In instances where the work will not be seriously handicapped by the temporary absence of an employee, the Executive Director at his/her sole discretion may grant a leave of absence without pay, not to exceed ninety

(90) calendar days. Requests for such leave shall be in writing and shall establish reasonable justification for approval of the request. Such leave may not be granted to an employee who is accepting employment outside the Agency.

1. Except for military leave, family medical leave, workers' compensation leave, union leave, or other statutorily protected leave, employees' credited years of service, seniority, probation, and leave eligibility dates will be adjusted after fifteen (15) consecutive days on leave without pay to reflect a deduction of the time of a leave without pay. Employee's merit eligibility, performance review, and probation dates will also be adjusted. Employees on leave without pay status will not accrue leave.
  2. Employees on leave without pay for one (1) calendar month or more will not be eligible for any insurance benefits provided under the terms of this Agreement, except as required by state or federal law or provided for under Section b. below. Employees on an approved leave of absence may purchase Agency health insurance at their own expense.
- b. Sabbatical Policy. For those employees exceeding six (6) years of continuous employment the following leave policies will apply to requests made by the employee for personal leave exceeding ninety (90) calendar days:
1. The employee's three most recent evaluations must reflect a competent or better.
  2. For a sabbatical personal leave, justification is not the primary consideration. The Agency's ability to function satisfactorily during the absence is paramount. The immediate supervisor/division director must provide a plan that addresses how the work will be done.
  3. Leave will be unpaid with no benefits other than health/dental/vision insurance, which will continue to be provided by the Agency.
  4. Since the employee is not under the control of, or being paid by, the Agency, work of a temporary nature or limited duration outside the Agency may be accepted, provided the work does not create a conflict of interest. Employees must receive approval from the Agency prior to beginning outside employment. If covered by another health carrier, the Agency's benefits will abate until the employee returns to work.
  5. Employee leave may be from ninety-one (91) to one hundred fifty (150) calendar days (5 months). Employees are eligible for a sabbatical leave every six (6) years.

6. The decision to grant a leave is solely the Agency's, specifically the Executive Director, and must be in writing with a specific day to return. The decision by the Executive Director is final and not appealable.
7. Should the employee not return on the scheduled day without prior notice with an acceptable excuse that employee shall be deemed to have resigned effective that date.

8.10. Adverse Weather.

- a. When an employee is unable to report to work because of adverse weather conditions, they may elect to charge that time against their earned leave accrual, or take leave without pay.
- b. If the Agency closes its offices as a result of adverse weather, all employees, who are not absent from work due to pre-approved leave will be paid for the time that the Agency is closed.

8.11. Unemployment Compensation. The Agency shall provide unemployment compensation for all eligible and qualified employees in the bargaining unit as prescribed by Oregon law.

8.12. Union Leave Without Pay. An employee, but not more than one (1) at any one time, who accepts an official position with the Union, shall be granted a leave of absence without pay not to exceed twelve (12) months in duration. Such employee shall be reinstated by the Agency provided that such employee notified the Agency in writing of their intent to return to work thirty (30) calendar days in advance and provided further that said employee is still qualified to perform the applicable job duties. (The leave shall commence at the time a satisfactory replacement is available to perform the employee's services, but in no event later than thirty (30) calendar days from the time the Agency is notified of the employee's intent to accept the Union position if the Agency must post for the position, or ten (10) calendar days from the date the Agency is notified if the Union leave will be for ten (10) working days or less).

8.13. Parental Leave and Family Leave. Employees may take family medical or parental leave as provided under the federal Family and Medical Leave Act of 1993 (FMLA-CFR Part 825) and under the state of Oregon Family Leave Act (OFLA)(ORS 659.470 to 659.494). Employee eligibility for FMLA and OFLA leave is determined under the provisions of these acts. Employees should refer to Agency policy or contact Human Resources to learn about current FMLA/OFLA regulations.

- a. ~~In addition to family members covered under the law, the agency will grant the equivalent leave and benefits provided for in both federal and state law to qualified domestic partner and their eligible children (dependent as defined in Article 5, FRINGE BENEFITS).~~
- b. ~~Length of Leave. Employees may use FMLA/OFLA leave up to twelve (12) weeks in a twelve (12) month period, except as provided for under the law, beginning with the first day of leave in that leave year. Employees will continue to receive their health benefits in accordance with Article 5, FRINGE BENEFITS.~~
- c. ~~Use of Leave. Employees may use the supplemental sick leave benefit, earned leave, or may take a leave of absence without pay, for the qualifying time. Earned leave accrual, in accordance with Article 7, EMPLOYEE TIME MANAGEMENT PROGRAM, will continue while the employee is on Family Medical leave except during any leave of absence without pay or when receiving supplemental sick leave. Supplemental sick leave and FMLA leave runs concurrently.~~
- d. ~~Request Procedure. Requests must be made to the employee's supervisor orally or in writing thirty (30) calendar days before the leave is to begin if the leave is foreseeable. The employee is encouraged to give as much notice as practicable if the leave is not foreseeable. The employee should arrange the leave schedule to minimize disruption in the workplace, if possible. The employee may direct any other questions to Human Resources.~~

~~The Agency shall notify the employee in writing regarding timelines, rights and responsibilities, once leave begins or employee reports the need for leave. Parental Leave/Family Leave shall run concurrently with supplemental sick leave, when applicable. The Agency shall send copies of the initial letter to the employee, the employee's personal representative if one is designated, and the Union. Subsequent correspondence shall be sent to the employee and designated representative as well as the Union if requested by the employee. The employee is responsible to contact the Agency to make monthly reports of status during the absence. If a change of status occurs which will impact the date of the employee's return to his/her regular work schedule, the employee or employee's representative shall report any such change to the Agency within two (2) working days of the employee's knowledge of the change. The Agency shall notify the employee in writing within sixty (60) days after the start of the~~

~~parental/family medical leave advising of consequence for failure to return to work.~~

## **ARTICLE 9 HEALTH AND SAFETY**

### **9.1. Health and Safety**

- a. The Agency acknowledges an obligation to provide a healthy and safe environment for its employees, and agrees to do so in accordance with any and all applicable local, state, and federal laws pertaining to health and safety or in the absence of such laws.

In accordance with this obligation Health and Safety Committee(s) comprised of Agency and Union Representatives shall be established and maintained. The committee shall be composed of an equal number of Agency and Union representatives, not to exceed six (6) persons. The Union representatives shall be selected by the local Union.

The Health and Safety Committee(s) shall be responsible for developing and maintaining mutually agreed upon guidelines, which will be reviewed at least annually and made available to all employees. The Committee(s) shall discuss issues raised by either party and make recommendations to the Agency's Deputy Director regarding the health and safety of Agency employees. Recommendations should be submitted in writing and responded to in a timely manner.

- b. In the event an employee feels that a work assignment may constitute a danger to his/her health or safety, the employee must notify his/her supervisor as soon as practicable. The supervisor shall make a determination as to whether the work shall continue. If the problem is not resolved to the employee's satisfaction, s/he may raise the issue with the Agency's Deputy Director or Executive Director.

Any time an employee feels that a work assignment may constitute a danger to his/her health or safety, the employee may file a complaint under the procedures of the Oregon Safe Employment Act or its successor.

9.2. Check-In System. Each Agency Department with "field" employees shall develop a written policy that provides for a safety check-in procedure.

9.3. Protective Clothing and Equipment. Necessary personal protective equipment, as the Agency deems proper for the performance of any job, such as coveralls, gloves, hard-hats, safety glasses, boots, ear protectors, sanitizers, masks and cell phones, will be supplied by the Agency. Equipment supplied by the Agency shall be returned to the

Agency in reasonable condition. Employees shall be charged the then-current replacement rate for equipment not so returned.

9.4. Tools. The Agency will provide employees the tools and gear deemed necessary to complete their assigned tasks. ~~All employees in the categories below shall supply their own hand tools. As the Agency deems proper for the performance of any job, the Agency will supply the following:~~

~~Energy Auditor: Flashlight, circuit testers, electrical tape, digital manometers, monoxers, blower door frames and fans, measuring tapes (20-25' and 100') screwdrivers, hex bits, battery drills, razor knives and hacksaw blades.~~

~~Maintenance: 20-25' measuring tape; wood hammer handle replacements; utility knives; rain gear.~~

~~Housing Representatives: Flashlight, screwdrivers, measuring tape and circuit testers (with adapters).~~

Tools that the Agency supplies remain the property of the Agency. Tools shall be replaced by the Agency when reasonable wear and tear has substantially eroded the usefulness of the tool. Loss of the same tool more than once per year or negligently destroyed tools shall be replaced by the employee assigned the tool. Tools are not to be used for personal use.

## **Article 10 LABOR MANAGEMENT COMMITTEE**

10.1. Labor Management Committee. The parties agree to establish a Labor Management Committee, which shall be made up of three (3) management representatives, appointed by the Executive Director, and three (3) Union representatives ~~employees~~ appointed by the Union President. One of the Union representatives may be the AFSCME staff representative. ~~The committee members shall be trained in the Interest Based Bargaining (IBB) Model, the cost of which will be shared equally by the Agency and the Union. However, the committee is not obligated to use the IBB Model.~~ Committee members shall not serve on the committee for more than three (3) consecutive years, and must be off the committee for at least two (2) years prior to re-appointment. The committee shall establish its own guidelines for how the meetings are conducted.

10.2. The committee may identify and determine the need for trainings to improve the effectiveness of the committee, such as the Interest Based Bargaining (IBB) model. The cost of such training will be shared equally by the Agency and the Union.

10.3. The committee will have authority to provide input to the Executive Director on matters of mutual interest such as:

- a. Methods and means for maximizing productivity and efficiency while minimizing costs;
- b. Maximizing resources, improving employee morale, and team building;
- c. Furthering the goal of labor-management cooperation.

The committee shall have no authority to discuss grievances, discipline, or other complaint processes otherwise stated in this Agreement.

The committee shall meet at least every two (2) months for up to four (4) hours at mutually acceptable times and places during regular work hours.

Topics for discussion shall be exchanged prior to the meeting and either party may decline to discuss any matter. The committee shall have no authority to amend the terms of the Contract.

10.4. In addition to the scheduled Labor Management meetings, the Agency may meet with the Union at other times to discuss matters of mutual concern.

## **ARTICLE 11 WORK SCHEDULE**

11.1. Regular Hours. The regular hours of work each day shall be consecutive, except for interruptions for a lunch period.

11.2. Workweek. The workweek is defined as a fixed and regularly recurring period of one hundred sixty-eight (168) hours- seven (7) consecutive twenty-four (24) hour periods. The workweek for all bargaining unit employees will be from 12:01 a.m. Sunday to midnight Saturday. The workweek for full-time employees shall generally consist of five (5) consecutive work days.

11.3. Workday. Eight (8) hours of work, except for a lunch period interruption, shall generally constitute a normal workday for full-time employees.

11.4. Work Shift. All employees shall be scheduled to work on a regular work shift and each shift shall have regular starting and quitting times, unless the parties mutually agree in writing upon a different work shift.

11.5. Schedule. Notwithstanding, Section 11.3. Workday, above, it is recognized that the Agency may, from time-to-time, find that changes in individual or operational work schedules are in the best interest of governmental operations. Except for bona fide emergencies, it is agreed that the Agency shall notify the Union and any affected employees ten (10) working days prior to implementation of such changes, and upon

request shall arrange to meet with the Union to discuss the impact of such changes in an attempt to resolve any conflicts. Temporary work schedule changes for the purpose of meeting statutory requirements shall not be subject to the provisions of this section.

11.6. Modifications. The provision for an eight (8) hour day should not be construed as prohibiting the creation of part-time employment or the establishment of rotative, staggered, flexible, or shortened work periods for permanent, part-time employees.

11.7. Alternative Work Schedules. The Agency may establish an alternate work schedule, but not solely for the purpose of avoiding overtime. The Agency agrees to make good faith efforts to accommodate an employee's request for an alternate work schedule within the context of operational requirements. If a ten (10) hour, four (4) day work schedule is established under this section, the three (3) days off shall be consecutive and shall include a Saturday and Sunday. Notwithstanding Article 3, WAGES AND SALARIES, Section 3.5, Overtime, overtime shall only be paid for hours worked beyond ten (10) hours a day or forty (40) hours a week.

11.8. Relief Periods. Employees shall be allowed one relief period of fifteen (15) minutes duration in each four (4) hour work period. Insofar as it is practicable, it shall be in the middle of each four (4) hour work period, such time to begin when the employee leaves his/her workstation and to end when the employee returns to his/her work station. Rest periods that are not taken during a given shift shall not be considered as overtime accumulation.

11.9. Meal Periods. Employees shall receive either one (1) hour or one-half (1/2) hour unpaid lunch period during each work shift. The Agency shall determine whether the lunch period shall be one (1) hour or one-half (1/2) hour. Whenever practicable, lunch periods shall be scheduled at the middle of the shift.

11.10. Clean-Up Time. Employees shall be afforded reasonable necessary time, as determined by the Agency, for the purpose of cleanup prior to the conclusion of the workday.

## **ARTICLE 12 OUTSIDE EMPLOYMENT**

12.1. Outside Employment. No employee may engage in any compensated activity or outside employment, which is likely to:

- a. Interfere with or adversely affect the performance of their work as an Agency employee.
- b. Subject the Agency to adverse criticism.

- c. Constitute an apparent or real conflict of interest due to the nature, conditions, competition or some other aspect of the activity.

For the purpose of this paragraph, written notice to the Agency must be given by the employee prior to the initiation of the outside employment, if the activity or outside employment involves:

1. Conflicts of Agency time, vehicle, building or equipment use.
2. Any client (present or back one [1] year) of the Agency who compensates an Agency employee for work done for the client.
3. Any individual or organization which contracts directly with the Agency, i.e., Section 8 landlords; the Cities of Eugene and Springfield; Lane County; HUD; BPA; EWEB; SUB; Blachly-Lane Co-op; weatherization contractors with the Agency; or any public (or private) officials, employees of the above organizations. This list is for illustrative purposes only, and is not to be considered all inclusive.
4. Public funds, agencies, or employees that interact with the Agency.
5. Outside activities that may be construed by the public to be acts of the Agency.

Failure to obtain Agency approval in writing prior to engaging in a compensated activity relating to the above activities will result in disciplinary action.

## **ARTICLE 13 DISCIPLINE AND DISCHARGE**

13.1. Just Cause and Due Process. An employee who has completed the probationary period shall not be discharged or disciplined without just cause or due process. Any memorandum to an employee that includes a warning regarding discipline or delineates prior wrongdoing will be considered a disciplinary action. Written directives, work plans, coaching, or counseling letters that indicate expectations are not considered discipline.

- a. Causes. For illustrative purposes, just cause may include but is not limited to: misconduct, inefficiency, incompetence, insubordination, indolence, malfeasance, the giving of false information or withholding information with intent to deceive when making application; or violation of published Agency policies, rules or regulations; United States Department of Housing and Urban Development rules or regulations including conflict of interest situations which may involve outside employment; or for political activities forbidden by the federal and state "Hatch Acts."

- b. **Due Process.** In the event the Agency determines that there is cause for discharge, suspension, or demotion, a written pre-disciplinary notice shall be provided to the employee and a copy to the Union. Such notice shall include the complaints, facts, and charges being relied upon for the determination and a statement that the employee may be discharged, suspended, or demoted and that s/he has the right to Union representation. The employee shall be afforded the opportunity to refute the complaints, facts, and/or charges and to present mitigating circumstances, in writing and/or in person, at a time and place specified in the notice. The time of the meeting shall be established at least five (5) working days after the date of the pre-disciplinary notice is delivered. Pending a pre-disciplinary action, at the discretion of the Agency, the employee may be suspended with pay or required to continue work as specified in the pre-disciplinary notice.

### 13.2. Types of Action

- a. **Oral Reprimand.** Oral reprimand shall be entered into the employee's personnel file.
- b. **Written Reprimand.** Written reprimand shall be entered into the employee's personnel file.
- c. **Suspension Without Pay.** An employee may be suspended without pay for a period or periods not exceeding thirty (30) calendar days in any twelve (12) months.
- d. **Demotion.** Demotion shall result in the lowering of an employee's classification as a result of disciplinary action.
- e. **Discharge.** An employee shall be terminated from employment with the Agency as a result of disciplinary action.
- f. **Employee's Signature.** Any document that is to become part of the employee's personnel file under this section shall be submitted to the employee for their signature. The employee's signature on any document denotes only that the employee is aware that the document has been entered in their personnel file, not that they agree with any statement made in the document.

13.3. Limitation of Use. After two (2) years from the date of issuance, oral and written reprimands cannot be relied upon for progressive discipline, unless there have been additional incidents or related performance problems.

13.4. Manner of Action. If a supervisor has reason to reprimand an employee, the supervisor shall make reasonable efforts to impose such discipline in a manner that will

not embarrass or humiliate the employee before other employees or the public. The generally-accepted procedures of progressive discipline shall be followed by the Agency in disciplining and discharging employees.

13.5. Protest. Any permanent employee who is disciplined or discharged under the provisions of this Article may protest the action through the grievance procedure set forth in the Agreement.

## **ARTICLE 14 GRIEVANCE PROCEDURE**

14.1. Purpose. The purpose of this procedure is to secure, at the lowest possible level, mutually acceptable solutions to grievances that may arise from time to time affecting bargaining unit employees.

14.2. Scope. Should a disagreement arise concerning the interpretation or application of the provisions of this agreement, or of the current personnel policy, or as to the performance of the obligations herein, such disagreement shall be settled according to the terms hereinafter provided. An employee, at his/her discretion, may elect to be represented by the Union at any step in the procedure.

14.3. Date of Occurrence. It is understood that the reference to "date of occurrence" herein shall mean the date the aggrieved party had or should reasonably have had knowledge of the occurrence.

14.4. Informal Attempt to Resolve. Notwithstanding the provisions of Step 1 below, it is understood that the aggrieved party is obligated to attempt to resolve the matter informally; however, for the purpose of preserving time limits, the aggrieved party may formally submit the particulars of the grievance to the applicable supervisor pending conclusion of the informal attempt. Applicable supervisor shall mean the employee's immediate supervisor.

### a. Step 1

1. The aggrieved party or designated representative shall first attempt to informally resolve the issue with the applicable supervisor. If the supervisor has no authority to resolve the dispute, s/he shall so state. In the event such attempt is unsuccessful, the aggrieved party shall refer the grievance in writing to the supervisor, within fourteen (14) calendar days of the occurrence of the grievance. The notice shall include:
  - A. A statement of the grievance and relevant facts;
  - B. Applicable provisions of the contract; and
  - C. Remedy sought.

2. The supervisor shall attempt to resolve the grievance if resolution is possible within his/her scope of authority, and shall in any case furnish a written statement of his/her position within five (5) working days after the written grievance has been filed.

b. Step 2

1. If the grievance cannot be resolved in Step 1 above, or the supervisor has not submitted a written reply within five (5) working days, the grievance shall be referred in writing to the Division Head (or designated representative) who shall investigate the particulars of the grievance, and attempt to resolve the issue within five (5) working days of receipt, and shall furnish a written reply to the aggrieved party within that time period.

c. Step 3

1. If after proceeding through Step 2 above the grievance is still unresolved, the aggrieved party or designated representative may refer the grievance to the Executive Director within five (5) working days of the Step 2 written response due date. The Executive Director shall designate a representative from the applicable division and one other management person to act on his/her behalf to meet with an equal number of Union representatives on behalf of the employee for the purpose of reviewing the grievance and of making a recommendation to the Executive Director within fourteen (14) calendar days of receipt.
2. It is understood and agreed that should the grievance be of a classification nature, or affecting a significant number of employees, the Union may choose to introduce the grievance at this step. It is understood and agreed that should the Agency be the aggrieved party, the matter shall be introduced at this step.
3. It is understood and agreed that any grievance that involves suspension or discharge may be introduced at this step.
4. It is understood and agreed that grievances concerning oral reprimands, work plans, written directives, and coaching, or counseling letters (Article 13, Section 13.1., Just Cause and Due Process) shall not proceed beyond this step and are not arbitral.

d. Step 4

1. If the committee is unable to reach a consensus regarding a resolution at Step 3, the matter may be referred to an arbitrator for final determination, provided that such referral shall take place within fifteen (15) working days of the conclusion of the Step 3 meeting.

2. The final selection of an arbitrator shall be accomplished with one party, to be determined by lot, first striking off one of the five (5) names submitted by the State Mediation and Conciliation Service, and thereafter the parties alternately striking names until one name remains.
3. The arbitrator shall have no authority to alter, modify, amend, vacate or change any terms or conditions of this agreement, nor shall the arbitrator decide on any condition that is not specifically treated in this Agreement.
4. The decision of the arbitrator shall be submitted within thirty (30) calendar days following the presentation of the case, and such decision shall be final and binding on both parties. The arbitrator shall retain jurisdiction for a period of eight (8) months from the date of the award.

#### 14.5. General Procedures for Grievance Proceedings

- a. All meetings and hearings at Steps 1, 2, and 3 shall be kept informal and private, and shall include only the grievant, their designated representatives, the Agency's designated representatives, and the witnesses at the time they are to testify.
- b. All information relative to the grievance and resolutions accomplished via the procedure shall be considered exempt from public disclosure to the extent permitted by law, in an effort to assure confidentiality to the employee. It is understood that the Union shall have the right to disclose to their Union members the facts and outcome of the grievance.
- c. A grievance may be terminated at any time upon receipt of a signed statement from the employee or duly designated representative stating that the matter is no longer an issue.
- d. All grievance proceedings, where practicable, will be held during regular working hours on Agency premises and without loss of pay. It is understood that the Agency shall not incur overtime liability as a result of such proceedings or investigations.
- e. In the event the arbitrator finds in favor of the grievant, the Agency shall bear the expense of the impartial arbitrator. In the event the arbitrator finds in favor of the Agency, the Union shall bear the expense of the impartial arbitrator. The Agency and Union shall assume individual liability for the cost of their respective witnesses. The arbitrator shall identify the losing party in the arbitration hearing and shall so state in the written decision to both parties.

14.6. Extensions of Time. Any time limit in this procedure may be extended for a reasonable cause by mutual agreement and be binding on both parties. Such

agreement, when practicable, shall be reduced to writing and signed by both parties. Failure to properly observe time limits as stated without such agreement shall cause the grievance to become null and void.

14.7 Remedies. Cases involving alleged discrimination covered by Title VII of the 1964 Federal Civil Rights Act or Oregon Revised Statutes Chapter 659, Oregon Civil Rights Law, shall be appealable but not arbitral. Bringing a court action or seeking an administrative resolution of a grievance shall act as a substitution for this grievance procedure and shall constitute an election of some other remedy in place of this grievance procedure.

## **ARTICLE 15 UNION RIGHTS**

### 15.1. Union Security/Fair Share

- a. It shall be a condition of employment that all bargaining unit employees covered by this agreement shall, on the thirty-first day following employment, either become members of the Union, or shall pay an amount equal to, but in lieu of, monthly Union dues to the Union except as expressly modified in the paragraph below.

All members of the bargaining unit who are members of the Union, as of the effective date of the Agreement, or who subsequently voluntarily become members of the Union, shall continue to maintain membership status in the Union, and continue to pay dues or the equivalent to the Union, during the term of this Agreement. This section shall not apply to the thirty (30) day period prior to the expiration of this Agreement for those employees who, by written notice, sent to the Union and the Agency, indicate their desire to withdraw membership from the Union.

- b. In order to safeguard the right of non-association of bargaining unit employees based on a bona fide religious tenet or teaching of a church or religious body of which an employee is a member, the employee may exercise the choice of joining the Union, or making an in-lieu-of-dues payment to the Union or paying an amount of money equivalent to regular Union dues to a non-religious charity. In the event such employee elects to make payment to a non-religious charity, such employee may be requested by the Union to document that such payments are in fact being made.
- c. Membership in good standing shall be defined as the payment or tender of periodic dues or in-lieu-of-dues as prescribed in the paragraphs above.

### 15.2. Deduction of Union Dues/Fair Share

- a. The Union shall notify the Agency of the current rate of dues and fair share in lieu of dues fees in a timely manner, which will enable the Agency to make necessary payroll deductions as specified below.
- b. Pursuant to the Fair Share Agreement of this Article 15, UNION RIGHTS, Section 15.1, Union Security/Fair Share, the Agency shall deduct from the last of each month's paycheck of all employees in the bargaining unit, a uniform amount for the payment of Union membership or payment in-lieu-of-dues, to the Union.

15.3. Remittance of Deductions. The Agency agrees to remit the aggregate deductions, together with an itemized statement to the Union, by the fifth (5th) calendar day of the succeeding month after such deductions are made.

15.4. Release of Agency Liability. The Union agrees to release the Agency and save the Agency harmless from any liability whatsoever after the Agency has made payment of dues to the designated officials of the Union.

15.5. Bulletin Boards. The Agency agrees to furnish and maintain suitable bulletin boards in convenient places in each Agency-owned project, central maintenance office, and administration office for use by the Union. The Union shall limit the use of the bulletin boards to the posting of notices of general interest to the bargaining unit members and of Union meetings, exclusive of objectionable materials.

#### 15.6. Union Activity During Working Hours

- a. The Union agrees that working hours shall be considered productive hours and that there shall be no Union work or Union activity on Agency time or on the Agency's regular premises, other than specifically permitted by the express terms of this Agreement.
- b. Union officers and representatives may communicate with Agency representatives concerning negotiation matters and contract administration matters during normal working hours.
- c. A duly authorized representative of the Union may be admitted to Agency premises for the purpose of assisting in the adjustment of grievances. Such visits shall not interfere with, hamper or obstruct normal Agency operations. Whenever practicable, Union representatives shall first report their presence to the supervisor in charge of the work area that is being visited.
- d. The Union may hold meetings in Agency's meeting facilities during lunch time and before and after regularly scheduled work hours unless facility is previously scheduled. The Union shall be responsible to ensure that facilities are properly secured and clean after such meetings.

- e. With prior supervisory approval, on a quarterly basis, Union members may flex their schedule to attend a Union lunch time meeting.
- f. Union officers and duly authorized representatives may meet on Agency time thirty (30) minutes prior to and thirty (30) minutes following negotiations with the Agency for the purpose of resolving negotiations or grievances. No overtime or compensation time shall be granted.
- g. A Union steward or Union officer working in the capacity of a Union steward may spend a reasonable amount of time investigating, filing, and subsequently processing a grievance or a potential grievance, during normal working hours. The Union steward shall be responsible to arrange for the necessary time with the applicable supervisors.

15.7. Personnel Files. The Agency agrees to permit the Union, in response to a written authorization of an employee in the bargaining unit, to examine and duplicate that employee's personnel file.

15.8. Listing of Employees. Upon request, the Agency agrees to furnish the Union each month a current listing of all employees within the bargaining unit.

## **ARTICLE 16 PROHIBITED ACTIVITIES**

### 16.1. No Strike

- a. Neither the Union nor any person acting on its behalf will cause, nor its members as individuals or as a group authorize, support, participate in, or take part in any work slow-up, work stoppage or strike, i.e., the concerted failure to report for duty, or willful absence of an employee from their position or stoppage of work or abstinence in whole or part from the full, faithful, and proper performance of the employee's duties of employment, except as permitted under Oregon law.
- b. The Agency agrees that bargaining unit employees shall not be assigned work that was normally carried out by the employees of another organization (other than HACSA) that is involved in a strike.
- c. Agency's Remedies. Any employee participating in any violation of this Article directly or indirectly may be disciplined, including discharged, by the Agency. Such disciplinary action may be undertaken selectively at the option of the Agency. Such disciplinary action shall not preclude or restrict recourse to any other remedies.

- d. Notice. Should a strike, slowdown, picketing, boycott or other interruption of work occur, the Agency shall notify the Union of the existence of such activity and the Union will take all reasonable steps to terminate such activity and induce the employees concerned to return to work.

16.2. No Lockout. The Agency agrees not to lock out employees for the duration of this Agreement.

16.3. Political Activities. Employees shall comply with the provisions and purposes of Public Law 252, as amended ("Hatch Act") to the extent it applies to members of the bargaining unit.

## **ARTICLE 17 AGENCY RIGHTS**

17.1. Operations and Management of Agency. The Agency retains all rights respecting decisions and actions affecting the operation and management of its business where not specifically in conflict with this Agreement.

17.2. Hire, Promote, Transfer, etc. It is agreed that the management of the Agency and the direction of the working forces, includes but is not limited to the right to hire, promote, transfer, assign, suspend, demote, to discharge or to otherwise discipline employees; to increase or decrease the working force; to determine the methods, means, personnel and schedules by which the efficiency of government operations entrusted to the Agency are to be maintained; to establish, revise and implement safety and health standards; to contract or subcontract work in accordance of its operations; to transfer work from the bargaining unit; to determine the need for additional educational courses, training programs, on-the-job training and cross-training, and to assign employees to such duties for a period to be determined by the Agency; to establish new jobs, or eliminate or modify existing job classifications; to adopt and enforce rules, regulations, policies and procedures governing the conduct of its working forces, provided, however, that such rules, regulations and policies and procedures shall be uniformly and equitably applied and enforced; and, to take whatever other action is deemed appropriate by the Agency, is vested exclusively in the Agency except when specifically in conflict with this Agreement.

17.3. Non-Avoidance. The Agency shall not exercise its rights set forth above for the purpose of avoiding the terms of this contract.

17.4. Contracting Out. It is the general policy of the Agency to utilize its employees to perform work they are qualified to perform. However, the Agency reserves the right to contract out any work that in its sole discretion it deems necessary provided that:

- a. Prior to making its final determination, the Agency agrees to notify the Union in writing, and upon timely written request by the (within fourteen [14]

calendar days) the Agency shall adhere to the following provisions prior to implementing any decision to contract-out bargaining unit work.

1. The Agency will provide the Union with all records about its plan that are relevant to the proposed plan as required by law.
  2. The Agency will notify the Union that it will implement the plan after forty-five (45) calendar days unless the Union persuades the Agency not to do so.
  3. The Agency will, upon demand by the Union, meet in good faith as often as the Union believes is necessary to discuss the Agency's plan up until the end of the forty-five (45) calendar day period, subject to the normal business needs of the Agency.
  4. Either party may, after ten (10) working days from the date of the Union's written request to the Agency, demand that the issue be submitted directly to fact finding as described in ORS 243.722.
  5. After the expiration of the forty-five (45) calendar day period mentioned above, the Agency may, at its sole discretion, implement all or part of any plan that was presented to the Union provided such plan does not reduce any economic benefit enjoyed by employees in the bargaining unit.
- b. It is further agreed that should the Union request to meet pursuant to Subsection 17.4.a., above, no employee will be laid off as a direct result of contracting-out bargaining unit work until at least thirty (30) calendar days have elapsed following the issuance of the fact-finder's report.
  - c. The procedures set forth above shall not be required when the Agency contracts with a temporary employment service, but shall be in accordance with Article 1, RECOGNITION, Section 1.3.b., Contracted Temporary Employees.
  - d. In addition, with regards to housing development when the Agency doesn't plan on operating or maintaining the units, the Agency shall have the right to subcontract out the operation and maintenance services upon completion of the process specified in ARTICLE 17, AGENCY RIGHTS, Section 17.4, Contracting Out, Subsections a.1, a.2, and a.3. For the purpose of housing development, Subsections a.4 and a.5 and Section 17.4.b. shall not apply.

17.5. Monitoring of Sub-Contracting. Additionally, the Agency will monitor the costs, effectiveness and efficiencies of the current contractors. Specifically the following contract areas are to be monitored:

- a. Vacate Cleaning

- b. Grounds Maintenance
- c. Exterior Painting
- d. Janitorial Services for Public Areas and Administration Buildings

17.6. Monitoring Methodology. Monitoring methodology shall be on a quarterly basis and include the following:

- a. Beginning budgeted amounts and actual expenditures for each contractor;
- b. Costs shall be monitored for any materials and labor provided to the contractor;
- c. Administration time for bid preparation, monitoring (including inspection, calls, etc.), contract administration (including cost of bid packages);
- d. Performance standards that includes callbacks, complaints, delays and detailed record of performance/condition by unit.

17.7. Monitoring Reporting Schedule. All of the above information shall be provided to the Union on a quarterly basis.

17.8. RFP Notification Process. Prior to issuing an RFP for the operations and maintenance of any housing development/units, the Agency agrees to notify the Union at least sixty (60) days before the RFP is issued and allow them 30 days to provide input and alternative plans to contracting out the work. Additionally, the Agency agrees to send the RFP to the Union President or designee at the time of release.

17.9. Cost Comparison for In-House Work. Anytime the confirmed projected in-house costs are the same or less than the contractor's bid, the parties shall meet upon request of either party and discuss the possibility and conditions of bringing the service back into the bargaining unit.

## **ARTICLE 18 SENIORITY AND RECALL**

18.1. Seniority

- a. Seniority is defined as the relative position of a bargaining unit employee in relation to other bargaining unit employees based on most recent date of continuous employment with the Agency uninterrupted by voluntary quit, discharge, or resignation, provided that in the event of an unpaid leave of absence beyond ninety (90) calendar days, other than military, Peace Corps, or Union leave granted in accordance with this agreement, the actual time of leave shall be deducted from the employee's length of continuous service.

- b. If a current non-bargaining unit employee, employed prior to November 10, 1982, who has never been in the bargaining unit, becomes a bargaining unit member, said employee shall be allowed to receive seniority credit for fifty (50) percent of his/her previous Agency service to a maximum of five (5) years of total seniority.
- c. Employees transferred or promoted out of the bargaining unit shall not accumulate seniority while out of the bargaining unit. However, if the employee returns to the bargaining unit, the seniority previously earned shall be fully restored.
- d. Employees who are members of the bargaining unit shall be added to the seniority list upon completion of the probationary period, indicating seniority from the date of hire with the Agency.
- e. Upon request, the Agency shall furnish the Union a current seniority list quarterly.

18.2. Application of Seniority- Layoffs. In the event a layoff becomes necessary, employees shall be laid off in inverse order of seniority by classification, unless in the Agency's judgment the retention of special skills requires doing otherwise. Special skills for the purposes of this Article are defined as advanced skills, training, or knowledge that is not readily attainable by, or available to, other employees in the same classification and which cannot generally be obtained within a reasonable period of time. If the Agency identifies a person with special skills, they must notify the Union when the position is posted with the requirement or when a current employee obtains the skills, but no less than six (6) months prior to invoking the right in a layoff situation.

- a. Non-bargaining unit employees shall not displace bargaining unit employees at the time of a layoff.
- b. It is understood that initial probationary employees and temporary employees within the affected classification group(s) shall be terminated before any layoffs of permanent employees occur.
- c. Employees working out-of-class within the affected classification shall be returned to their permanent classification before a layoff occurs.
- d. If approved by the Agency, any employee may elect to be subject to layoff during the notification period even though s/he is not in the affected classification group(s).
- e. Employees subject to layoff shall be given written notification at least ten (10) working days and whenever possible, thirty (30) calendar days in advance of the effective date of the layoff. The Union president shall be provided a copy of the notice.

- f. Any employee who is laid off shall be given bumping rights based on seniority to bump the least senior employee in any classification at the same or lower salary range within his/her classification group(s) or any previously held classification (See Appendix II for the listing of classification groups). An employee must be qualified and meet the essential job functions of the new classification in order to exercise his/her right to bump.
- g. An employee who elects to bump must notify the Agency within five (5) working days from the date of the layoff notification of his/her intent. The employee shall indicate a first and second choice of classifications for consideration based on his/her qualifications. The Agency shall evaluate the employee's qualifications. In the event the employee does not qualify for the first choice, the Agency shall evaluate the employee's qualifications for the second choice.
- h. An employee who elects to bump into a lower paid classification shall continue to be paid at his/her current salary for ~~six~~ three (3) months. After the initial ~~six~~ three (3) months the employee shall be paid ~~nearest to~~ at his/her previous salary on the new classification range, but no higher than the top step of the range.
- i. For the purposes of this Article, higher classification shall mean any classification with a higher top salary on the salary schedule.
- ~~j. Any employee who loses employment with the Agency due to a layoff shall continue to receive health and dental benefits as provided in Article 5., Fringe Benefits, for three (3) continuous months after separation.~~

18.3. Lateral Transfers. Lateral transfers may only occur when two (2) or more employees of the same classification desire to trade jobs. Employees desiring such an exchange shall submit their written requests to their supervisors clearly explaining their interests. The supervisors shall respond to their employees in writing within ten (10) working days. If the supervisors agree to the exchange, a recommendation shall be forwarded to the Executive Director, whose decision is not grievable, for final approval within five (5) working days.

#### 18.4. Application of Seniority- Hiring

Applicants for both ~~in-house~~ internal and external job postings, who have been employed by the Agency in a permanent position for a minimum of five (5) years and who meet the minimum qualifications for the position, will receive seniority points during the screening process to determine who will continue on in the hiring process to testing or interview. One (1) point will be awarded for every five (5) years of service up to a maximum of five (5) points. Employees on the recall list who are eligible to apply in accordance with Section 18.6 d., Recall, below will also receive seniority points.

18.5. In-House Job Posting. There shall be an in-house posting for bargaining unit positions subject to the following provisions: Vacant bargaining unit positions, except those filled by lateral transfer or by the placement of an employee with legal rights to the position, shall be posted for employment applications.

- a. ~~Positions will be posted internally, as provided below. An in-house posting will be standard operating procedure whenever a vacancy occurs. However, there shall be no obligation on the part of the Agency to select any one of the candidates who apply during the in-house internal posting period.~~
  1. Any employee, or former employee with recall rights, who is qualified to apply for a position as defined in d. below, and who is interested in being considered for a position in a specific classification, may notify Human Resources of his/her interest at any time. Such requests shall be in writing and include the classification(s) the employee is interested in.
  2. Human Resources will maintain an up-to-date list or file of employees interested in positions. When a vacant bargaining unit position is posted, Human Resources will send a copy of the recruitment announcement individually to the employees on the notification list for that classification.
  3. If three (3) or more qualified, eligible internal employees or former employees have notified Human Resources of their interest in a position prior to the beginning of a recruitment process, the Agency will post the position internally only for a minimum period of five (5) consecutive work days.
  4. If less than three (3) qualified internal applicants have notified Human Resources of their interest in the position prior to the beginning of the recruitment process, the Agency shall have the option of posting the vacancy internally or externally.
  5. Bargaining unit employee are required to complete an application and submit any other required information to be considered for any vacant position.
- b. ~~The minimum posting period is from 8:00 a.m. to 5:00 p.m. on three (3) consecutive working days.~~
- c. ~~Twenty-four (24) Hour Union Notification Period: There shall be one (1) designated management representative and one (1) designated Union representative assigned responsibility for implementing the following procedures:~~

- ~~1. Upon receipt of an in-house posting, the management representative will provide a copy of the posting to the designated Union representative a minimum of twenty-four (24) hours before the position can be posted.~~
  - ~~2. During this twenty-four (24) hour period, individuals on the temporary/seasonal recall list shall be sent a copy of the proposed posting by the Union representative.~~
  - ~~3. After the twenty-four (24) hour period has elapsed, the designated management/ Union representatives will be responsible for insuring that the posting is properly distributed and posted at Day Island, Fairview, and mailed to any Agency complex where employees are assigned.~~
- d. The Agency, shall conduct objective testing/interviews to determine the most qualified candidates. All applicants must meet all the requirements stated in this section. To be considered as an in-house internal candidate, the applicant must:
1. Have successfully completed the probationary period for their current classification, or
  2. Have accumulated a minimum of one thousand forty (1,040) hours in service to the Agency and been employed by the Agency within the last twenty-four (24) months.
  3. Submit an application, as required, and
  4. Meet the minimum qualifications outlined in the job description and/or posting. ~~In-house~~ Internal candidates will be evaluated using the same screening matrix used to evaluate applicants recruited during an open recruitment.
  5. If equally qualified ~~in-house~~ internal candidates and qualified employees eligible for recall are being considered for the same position, the employee with the most seniority will be offered the position.
- e. ~~For all in-house vacancies, a joint management/line staff hiring committee shall be convened. This committee will develop the hiring matrix, review all applications, conduct applicable interviews and/or testing and then submit to the Executive Director their recommendation.~~
- f. It is understood that for ~~in-house~~ internal candidates an employee's starting salary shall be treated in a manner consistent with Article 1, RECOGNITION, Section 1.2 a. Reclassification Upward, or 1.2 b., Reclassification Downward, of the Agreement.

- g. The Agency may elect, at its sole discretion, to open the recruitment for outside applicants, subject to the requirements in a. above. Should the Agency elect to open the recruitment for outside applicants, ~~in-house~~ internal applicants will automatically be considered along with any outside applicants unless the employee indicates they do not wish to be reconsidered. If the employee applied during an internal posting period, no ~~re~~ reapplication shall be necessary. However, an ~~in-house~~ internal candidate may reapply and request that their new application be considered in the open hiring. ~~The Agency shall make a good faith effort to recall a qualified employee from the recall list who has met all the criteria of this section.~~

18.6. Recall. This section covers recall of permanent employees into permanent positions. Permanent employees are those who have successfully completed a probationary period.

- a. Employees on layoff shall be eligible for recall for a period of twenty-four (24) months from the effective date of the layoff. However, employees who have demoted, bumped, or transferred to a different classification as a result of a layoff, or who have recalled to a different classification than the one held prior to the layoff, shall retain recall eligibility to the previously held classification for a period of four (4) years from the time of displacement.
- b. Employees with the most seniority shall be recalled first.
- c. Employees shall first be recalled to a vacant position in their former classification. Their salary shall be set at the same (percentage) position on the salary schedule as at the time of the layoff.
- d. An employee may be eligible to be recalled into a vacant position in a lower classification within his/her original classification's group if they are qualified, as specified in Section 18.5, ~~in-house~~ Job Posting, Subsection d b. If recalled, the employee shall receive the highest comparable salary to his/her previous salary available in the new classification range.
- e. Employees recalled to a temporary work assignment shall have their recall eligibility period extended by the length of the temporary work assignment. An employee recalled into a temporary work assignment shall retain recall rights to their former classification.
- f. The seniority of a laid-off employee shall be protected during the recall eligibility period unless the employee has resigned in writing or has refused recall to his/her former classification. An employee may remove themselves from the recall list at any time.
- g. When recalling an employee(s) to a permanent position, the employee(s) shall be notified by phone whenever possible. If an employee cannot be

reached by phone, a Notice of Recall shall be sent via certified mail to the last address the employee has given the Agency. The employee shall have ten (10) calendar days from the date of notification to provide the Agency with their intent to return. An employee accepting recall must thereafter report on the starting date specified by the Agency or lose all recall rights, providing that the starting date is more than twenty (20) calendar days from the date of the notice of recall. If an employee refuses an offer of recall to a position in the classification held at the time of layoff, that laid-off employee shall be removed from the recall list and lose any rights to recall. An employee who declines recall for a temporary work assignment, shall not forfeit recall rights to which s/he is otherwise entitled.

18.7. Temporary Work Assignments. This section applies to the recall of permanent employees into temporary work assignments. The Agency will make a good faith effort to offer employees from the Agency's twenty-four (24) month recall list temporary work assignments. If the work assignment is expected to last less than ninety (90) calendar days, the Agency will pay a salary within the range of the assigned classification with no fringe benefits.

- a. If an employee is recalled into a temporary work assignment and that assignment exceeds ninety (90) calendar days, an employee will be eligible for the benefits below:
  1. The salary will adjust to the salary paid at the time of the layoff or the highest comparable salary of the assigned work in a lower classification, and
  2. Activate the "temporary" fringe benefit package. Article 1, RECOGNITION, Section 1.3.a., AGENCY Temporary Employees.
- b. If the work assignment exceeds ninety-one (91) calendar days, and the employee filling the assignment is not the most senior from the recall list, the Agency must offer the assignment to most senior employee on the recall list. If that employee does not accept the assignment, the remaining employees will be contacted in order of seniority. Any employee serving in a temporary work assignment must complete ninety (90) calendar days of service prior to receiving the benefits listed in a.1. and a.2., above.

18.8. Termination for Exhaustion of Supplemental Sick Leave. Employees who have exhausted their supplemental sick leave benefits provided under Article 7, EMPLOYEE TIME MANAGEMENT PROGRAM, Section 7.14 Supplemental Sick Leave Benefits, and who fail to return to work shall be terminated with recall rights.

However, an employee may opt to take any available time management, not to exceed one (1) calendar month from the end of short term disability, if s/he submits a medical statement that the employee is expected to return to work within a month. Employee is

subject to reporting requirements as defined in Article 7, Section 7.14 Supplemental Sick Leave.

The Agency will provide the employee health benefits coverage for an additional month upon termination under this section.

Employees shall be recalled in accordance with Section 18.6 of this Article, only if the Agency receives a full doctor's release stating clearly in writing that the physical and/or mental problems have been corrected to the point where the employee is fully capable of performing the regular duties of the job. The recall provisions set forth above will apply as if the employee had been laid off as of the date the supplemental sick leave benefits ended.

## **ARTICLE 19 TRAINING AND EDUCATION**

### **19.1. Career Opportunities**

- a. The Agency continues to develop housing opportunities and service programs for low-income families. Information about the development of these new programs, services, and resulting employment opportunities shall be made available to employees by posting the information on Agency bulletin boards. Employees are encouraged to seek detailed information regarding these employment opportunities from the program developer or administrator.
- b. Employees may consider using options such as cross-training or sabbatical leave to prepare for new or promotional employment opportunities. These options may be utilized under the terms of this agreement and the Agency's Personnel Rules and procedures.
- c. The Agency will make a good faith effort, consistent with operational requirements, to accommodate an employee's request for cross-training or sabbatical leave to enable the employee to enhance his/her skills in his/ her current position or to move to a different position within the Agency.

Employees may make written requests for cross-training to the Deputy Director. Such requests will include relevant qualifications, education, and the reasons they are interested in the position. Denied requests may be appealed to the Executive Director, whose decision is final and not grievable. When the Agency has advance notice of a vacancy, it will notify the employees if there is a possibility of a cross-training opportunity.

19.2. Cross-Training. Any employee who successfully completes a cross-training period or a designated training or educational program shall be given promotional

preference along with other qualified HACSA employees in filling vacant positions. If two (2) or more employees are equally qualified, seniority shall prevail.

19.3. Training Reimbursement. The Agency encourages all employees to continue to develop themselves through special training, workshops, seminars, and conferences. The Agency will pay training costs as follows:

- a. For training attended at the request of the Agency, the full costs associated with the training shall be paid by the Agency.
- b. For employee-initiated training:
  1. Employees may submit requests for training, in writing, to their supervisor. Such requests shall include a description of the training, the time and place of the training, and how the training is related to his/her job or other jobs in the Agency and the employee and Agency goals.
  2. The supervisor's approval shall be based on evaluating the following criteria: Relationship to job, availability of funding, relationship to job advancement within the Agency, cost effectiveness, needs of the Agency and employee, effect on operations, and maintenance of licenses or certificates. Final approval, which is not grievable, is subject to the Executive or Deputy Director's decision.
  3. Normally, employee requests for training should be submitted prior to July 1st of every year. In all other cases, employee requests should be submitted as far in advance of the training as possible. For requests submitted prior to July 1, the employee shall be advised in writing of the status of his/her request before the beginning of the fiscal year (October 1 of each year).
  4. The employee may be required or may request to flex his/her work schedule to allow time for training. The employee may also request approval for time management or leave without pay to attend training during work hours, except for training that is compensable training under state and federal law. Prior written approval from the Agency must be obtained for use of work schedule flexibility, time management, or leave without pay, to accommodate training during working hours.
  5. Payment will be made only for actual training expenses. Documentation of costs will be provided by the employee. Costs may be shared by mutual agreement between the employee and the Agency.
  6. The Agency will track employee-initiated training and Agency-initiated training expenditures per fiscal year, which will be shared with the Union upon request for further review.

7. No overtime compensation will be paid by the Agency if training occurs after regular working hours for training requested by the employee, unless required by state or federal law.

19.4. Education Reimbursement. An employee may request reimbursement for all expenses incurred while attending academic courses to upgrade their skills. Reimbursable expenses include tuition, books and materials, provided the employee satisfactorily completes the course. An employee must receive prior written approval of the Executive or Deputy Director, whose decision is not grievable, to be eligible to receive any reimbursement for expenses associated with the education of an employee. The Executive or Deputy Director shall consider the Agency's budget, and whether the successful completion of an education course, seminar or workshop by an employee would be cost effective to increasing the Agency's production.

19.5. Training Requests. All requests for training and career opportunities or reimbursement must be submitted in writing to an employee's supervisor and will be responded to in writing by the Agency.

## EXECUTION OF AGREEMENT

In witness whereof, the parties to this Agreement have executed the same, by their officers and agents, as duly authorized, on this day of ~~December, 2013.~~

~~Larry Abel~~  
~~EXECUTIVE DIRECTOR, HAGSA~~

~~Jacob Fox~~  
~~NEGOTIATING TE~~

~~BER~~

~~\_\_\_\_\_ MBER~~

## APPENDIX I

### EXCLUDED EMPLOYEES

Executive Director  
Deputy Director  
Human Resources Manager  
Real Estate Development Director  
~~Administrative Service Director~~  
~~Section 8 Division Director~~  
Asset Manager  
Rent Assistance Division Director  
~~Housing Director~~  
Property Manager Division Director  
Energy Services Manager  
Capital Grant Project Manager  
Resident Services Supervisor  
~~Conventional Occupancy Supervisor~~  
~~Energy Services Supervisor~~  
~~Maintenance Supervisor~~  
~~Accounting Supervisor~~  
~~Section 8 Supervisor~~  
Rent Assistance Program Supervisor  
Property Manager Program Supervisor  
Property Manager  
~~Intake Supervisor~~  
IS Manager  
~~Clerical Supervisor Development Director~~  
Executive Secretary  
~~Administrative Staff Assistant 2 – HR/Payroll Specialist~~  
~~AGENCY Clients/Residents~~  
~~Facilities Manager Finance~~  
~~Director Modernization Coordinator~~  
~~Energy Services Director~~  
Fee For Service Supervisor

## APPENDIX II

### BUMPING CLASSIFICATION GROUPS

#### GROUP I:

Architect  
Contract Administrator  
IS Technician/Programmer Analyst  
ASA-3  
Lead Accounting Tech  
Energy Auditor Energy Educator ASA-2  
Senior Accounting Tech  
Intake Coordinator  
Housing Specialist  
ASA-4  
Accounting Tech  
Applications Specialist  
Secretary  
Data Entry-Spanish  
Office Assistant

#### GROUP II:

Resident Resources Coordinator  
ASA-3 - Family Self Sufficiency Program  
Lead Housing Representative  
Resident Volunteer Specialist  
Housing Representative  
Intake Coordinator

#### GROUP III:

Lead Maintenance Mechanic  
Maintenance Mechanic  
Painter  
Maintenance Worker  
Site Maintenance Specialist  
Laborer/Janitor

#### **GROUP 1**

Senior Accounting Technician  
Accounting Technician

#### **GROUP 2**

FSS Coordinator  
Housing Specialist

Intake Coordinator  
Assistant Property Manager  
Application Specialist

**GROUP 3**

Contract Administrator  
ASA-3  
ASA-2  
ASA-1  
Office Assistant

**GROUP 4**

Maintenance Mechanic  
Maintenance Worker / Painter  
Site Maintenance Specialist  
Laborer / Janitor

**GROUP 5**

Energy Auditor  
Housing Inspector

**Special skills knowledge and ability**

IS Technician / Programmer Analyst  
Architect  
Education Coordinator

Any uncovered classification shall be assigned to a group by Union and Management *before being filled.*

**APPENDIX III**

CURRENT FLSA EXEMPT CLASSIFICATIONS:

ASA-3 - Contract Administrators  
ASA-2- Contract Administrators  
IS Technician/Programmer Analyst

**APPENDIX IV**  
**AFFIDAVIT OF MARRIAGE OR DOMESTIC PARTNERSHIP**

**SECTION ONE**

I, \_\_\_\_\_ certify that I and \_\_\_\_\_  
\_\_\_\_\_  
(Name of employee) \_\_\_\_\_ (Name of spouse or domestic partner)

(Please only complete either "A" or "B", whichever applies, and then continue with Section Two)

- A. ~~Were legally married on \_\_\_\_\_ (Date of marriage)~~
- B. ~~Are the other's partner in a domestic partnership, as defined below. For purpose of this Affidavit, a "domestic partnership" is defined as consisting of two persons in which the members;~~
  - 1. ~~are each 18 years of age or older;~~
  - 2. ~~share a close personal relationship and are responsible for each other's common welfare;~~
  - 3. ~~are each other's sole domestic partner;~~
  - 4. ~~are not legally married to anyone nor have had another domestic partner within the previous six months;~~
  - 5. ~~are not related by blood closer than would bar marriage in the state issuing the contract;~~
  - 6. ~~share the same regular and permanent residence, with the current intent to continue doing so indefinitely;~~
  - 7. ~~are jointly financially responsible for "basic living expenses," defined as the cost of basic food, shelter, and medical expenses. (Note: Domestic partner need not contribute equally or jointly to the cost of these expenses as long as they agree that both are responsible for the cost);~~
  - 8. ~~are mentally competent to contract.~~

**SECTION TWO**

- 1. ~~I understand that my domestic partner is eligible for enrollment in the Housing Authority and Community Services Agency (HACSA) of Lane County's medical and/or dental insurance programs only:~~
  - 1. ~~during the first 31 days of eligibility following date of my employment upon receipt of this properly executed Affidavit;~~
  - 2. ~~after the first 31 days of eligibility, upon receipt of this properly executed Affidavit and a completed health statement acceptable to the AGENCY's current health insurance provider; or~~
  - 3. ~~based on your group's contract after the first 31 days of eligibility upon receipt of this properly executed Affidavit and at open enrollment.~~

- ~~2. I understand further that children of my domestic partner are eligible if they:
  - ~~1. are unmarried;~~
  - ~~2. are under age \_\_\_\_\_; and~~
  - ~~3. reside in the household (with two exceptions, full-time student at an accredited school, or court-ordered dependent coverage).~~~~
- ~~3. I understand that coverage for my domestic partner shall terminate upon a change in circumstance attested to in Section One of this Affidavit.~~
- ~~4. I agree to provide written notice to my payroll/personnel representative if there is any change of circumstances attested to in this Affidavit within 30 days of the change by filing a "Statement of Termination of Marriage or Domestic Partnership."~~
- ~~5. After such termination, I understand that an application to add a new domestic partner cannot be filed earlier than six months from the filing of a Statement of Termination of Marriage or Domestic Partnership with my payroll/personnel representative.~~

### ~~SECTION THREE~~

- ~~A. We understand that the information contained in the Affidavit will be held confidential and will be subject to disclosure only upon the express written authorization or as required by law.~~
- ~~B. We understand that a civil action may be brought against us for any losses, including reasonable attorney fees and court costs, because of a willful falsification of information contained in this Affidavit of Marriage or Domestic Partnership.~~
- ~~C. We understand that under applicable federal and state income tax law, payments for health coverage of a domestic partner and eligible children may not be eligible under Section 125 Plan (if available through the group) and, further, that coverage of the non-employee domestic partner and eligible children could result in additional taxable income to the employee, with possible withholding for payroll taxes (including income and Social Security taxes).~~
- ~~D. We understand that twelve (12) percent of any additional taxable income will be added to the amount HACSA contributes to the employee's retirement account. The same amount will be deducted from the employee's monthly salary.~~
- ~~E. We understand that in addition to the contract eligibility requirements of my group for Domestic partner coverage, there are terms and conditions of coverage set forth in the group Contract of each health care plan offered through my group to which we agree to be bound.~~
- ~~F. We understand willful falsification of information contained in this Affidavit may result in our termination from enrollment under the health care plan which we select.~~

G. ~~We also certify under penalty of perjury under the laws of the state issuing the contract that the foregoing is true and accurate to the best of our knowledge.~~

H. ~~HACSA may request documentation of the above-mentioned marriage or domestic partnership. We understand that if the documentation is not provided within 30 days of such a request, HACSA may elect to rescind the dependent coverage.~~

~~NOTICE: Signing this Affidavit may or may not have legal implications affecting relations between domestic partners beyond the extension of medical or dental insurance coverage for which the Affidavit is intended. HACSA shall not be liable for any such implications. If you desire further information concerning the possible legal consequences of signing this form, please consult an attorney.~~

\_\_\_\_\_  
Signature of employee

\_\_\_\_\_  
Signature of spouse or domestic partner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Address:  
\_\_\_\_\_  
\_\_\_\_\_

State of Oregon

County of Lane

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Public of Oregon. \_\_\_\_\_

My commission expires: \_\_\_\_\_

**APPENDIX V**  
**STATEMENT OF TERMINATION OF MARRIAGE OR DOMESTIC PARTNERSHIP**

I, \_\_\_\_\_, affirm that the Affidavit of Marriage/Domestic  
(Name of employee)

Partnership attested to and signed by me on \_\_\_\_\_ shall be and is terminated  
\_\_\_\_\_ (Date of Affidavit)  
as of this date.

Termination is due to:

- \_\_\_\_\_ Dissolution of marriage
- \_\_\_\_\_ Termination of domestic partnership
- \_\_\_\_\_ Death of spouse/domestic partner

I understand that I cannot file an Affidavit of Marriage or Domestic Partnership to enroll a new domestic partner until six (6) months following the receipt of this Statement by the Housing Authority and Community Services Agency of Lane County.

\_\_\_\_\_  
Signature of employee

\_\_\_\_\_  
Date

**APPENDIX IV ~~VI~~**  
**DOUBLE COVERAGE INCENTIVE APPLICATION**

I, \_\_\_\_\_, hereby apply for HACSA's  
(Name of Employee)

double coverage health insurance incentive. I certify that I and my dependents are covered for health insurance under the

\_\_\_\_\_  
(Name of Group Plan)

provided for \_\_\_\_\_ and I am submitting  
(Name of Spouse or Domestic Partner)

evidence of such insurance to that effect.

I understand that beginning the first day of the month after my application is accepted, I will not have health insurance coverage under the Agency's plan. As long as I am a HACSA employee without Agency health insurance coverage, the Agency will contribute \$300 per month to my retirement account (up to the limitation of the plan).

I acknowledge that I may elect to be covered again under the HACSA health insurance plan during the annual open enrollment period or whenever my spouse or domestic partner is no longer eligible for health insurance coverage.

I will notify the Agency in a timely manner when my spouse or domestic partner is no longer eligible for health insurance coverage. Employees will not be re-enrolled in the HACSA plan retroactively.

\_\_\_\_\_  
(Employee Signature)

\_\_\_\_\_  
(Date)

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Helen—I highlighted a few of these pages #'s as they didn't look right—I also didn't build the Index the same way I built the Table of Contents so the numbers listed may not consistently coincide with the current page #'s