

AGREEMENT WITH

**OREGON AFSCME COUNCIL 75
LOCAL 3964**

AND

**HOUSING AUTHORITY OF
YAMHILL COUNTY**

**SEPTEMBER 1, 2015 –
AUGUST 31, 2018**

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AND
LOCAL 3964 OREGON AFSCME

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PREAMBLE

This Agreement is entered into between the Housing Authority of Yamhill County, hereinafter referred as the "Housing Authority," and the American Federation of State, County and Municipal Employees, Council 75, Local **3964**, AFL-CIO, hereinafter referred to as the "Union."

ARTICLE 1 – RECOGNITION

Section 1. Recognition

The Housing Authority recognizes the Union as the sole and exclusive collective bargaining representative of all employees covered by this Agreement for the purpose of collective bargaining with respect to wages, hours and conditions of employment.

Section 2. Scope of the Bargaining Unit

The bargaining unit covered by this Agreement consists of all regular full, regular part-time and limited duration employees of the Housing Authority who work twenty (20) hours or more per week exclusive of temporary employees working six (6) consecutive months or less and those who are supervisory or confidential as defined by ORS 243.650, and all other employees.

Section 3. Limited Duration Appointments

Persons may be hired for special studies or a specific project of uncertain or limited duration which are subject to the continuation of a grant, contract, award or legislative funding for a specific project. Such appointments shall be for a stated period not exceeding two (2) calendar years from the date of hire but shall expire upon the earlier termination of the special study or projects. *In the course of normal events* any project that lasts more than two (2) years shall become a regular position and shall be posted as per the contract. If an extension to the two (2) year Limited Duration assignment is needed, the HAYC and Union Executive Board shall meet to discuss an extension. Limited duration employees with less than six (6) months of employment shall be considered temporary employees for purposes of this contract.

Once a non-regular status employee has been released from the L.D. position, they shall not be brought back through a temporary service/agency or contractor status to perform the same duties for a period of six (6) months. Notification shall be given to the union.

No newly hired person on a limited duration appointment shall be entitled to any layoff rights under this Agreement.

An employee appointed from regular status in the HAYC to a limited duration appointment in the HAYC shall be reinstated to his/her former position in the HAYC when the limited duration appointment is terminated.

A person accepting a limited duration appointment shall be notified of the conditions of the appointment and acknowledge in writing that they accept that appointment under these conditions. Such notification shall include the following:

- A. That the appointment is of limited duration.

- B. The appointment may cease at any time.
- C. That the person who accepts a limited duration appointment shall have no layoff rights under this Agreement except those provided in this Section 3.
- D. That in all other respects, limited duration appointees with six (6) months or more of employment have all rights and privileges of other classified employees. If funding for the limited duration position becomes regular, or management decides to make the position a regular position, the position shall be posted as per Article 19, Section 6.

New employees can be hired into regular positions under Limited Duration status under the following conditions:

- A. The position has been temporarily vacated due to job rotation, limited duration, extended leaves.
- B. The position is known to have limited work and funding, not to exceed two (2) calendar years from the date of hire.

ARTICLE 2 – INDIVIDUAL RIGHTS

Section 1. Non-Discrimination

The Housing Authority and the Union jointly recognize that they are each required by law not to discriminate against any person by reason of Union membership, age, sex, race, religion, color, national origin, ancestry or political affiliation, disability or other protected status in accordance with applicable law.

Section 2. Harassment

The Housing Authority and the Union are committed to creating and maintaining an environment in which all persons working for or having a contact with the Housing Authority can do so in an atmosphere free of all harassment, exploitation, or intimidation, including that which is of a sexual nature. Specifically, everyone involved with the Housing Authority should know that the Housing Authority and Union will not tolerate sexual harassment or harassment based on such factors as race, color, religion, national origin, ancestry, age, physical disability, mental disability, medical condition, marital status, sexual orientation, family care leave status, or veterans status, and that such harassment is prohibited by law and by Housing Authority policy. Similarly, the Housing Authority will not tolerate harassment by its employees of non-employees while acting as an agent of the Housing Authority regarding Housing Authority business. It is the intention of the Housing Authority to take whatever action may be needed to prevent, correct, and as necessary, discipline behavior which violates this policy.

ARTICLE 3 – UNION RIGHTS

Section 1. Union Membership

Membership or non-membership in the Union shall be the individual choice of bargaining unit employees covered by this Agreement; provided, however, that any bargaining unit employee who chooses not to become a member of the Union shall pay an in lieu of dues payment to the Union equal to Union monthly dues in order to defray the cost of services for negotiations and contract administration. All bargaining unit employees will be referred to the union steward as part of new employee orientation. The new employee will receive an orientation by the Union Steward, or union member designated by the Union Steward, no later than the last day of the month employed. The Union Steward, or designee, will provide the new employee a copy of the current union contract as part of the orientation. The new employee will be given up to 5 work days following orientation to decide whether or not to join the union. Union membership begins at the time the employee signs the union membership form. The Union Steward is responsible for turning a copy of the union membership form into the Housing Authority Finance Department for processing.

Section 2. Religious Objection

Any individual bargaining unit employee objection to payment of Union dues or fair share which is based upon bona fide religious beliefs will require such an employee to inform the Housing Authority and the Union in writing of his/her bona fide objections. The employee will meet with representative of the Union to confirm the bona fide nature of the objection and to establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equivalent to regular Union membership dues to a non-religious charity.

Section 3. Revocation of Membership

Employees who are current members of the Union at the signing of this agreement or who sign a Union membership card subsequent to the signing of this agreement shall maintain their Union membership for the duration of the collective bargaining agreement. Maintenance of membership shall be a condition of employment.

Employees wishing to revoke their membership may do so by providing written notice of revocation to the Union not less than ten (10) days and not more than twenty (20) days before the expiration of the applicable collective bargaining agreement.

Section 4. Deductions

The Housing Authority agrees to deduct from the paycheck of each bargaining unit employee who has so authorized it the regular monthly dues uniformly required of members of the Union, or, alternatively, in the case of non-members, the monthly fair share payment as defined in

Section 1 and Section 2 above. The amounts deducted shall be transmitted monthly to the Union, or charity in the case of Section 2, on behalf of the employee involved beginning the month following the date the employee was hired. Authorization to deduct union dues by the employee shall be on forms furnished by the union and may be revoked by the employee upon request.

Section 5. PEOPLE

The Employer agrees to make payroll deductions from the pay of those employees who request, in writing, to deduct from their earnings regular payroll deductions in such amounts authorized by the employees to be paid to the Treasurer of the National Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee.

The Employer shall remit the aggregate deductions of all employees, together with an itemized statement showing the name and social security number of each employee from whose pay deductions have been made and the amount deducted during the period covered by the remittance, to AFSCME Council 75.

All PEOPLE Contributions shall be voluntary and may be revoked at any time by giving written notice to the Union and the Employer. It is expressly understood that PEOPLE contributions are not required as a condition of employment.

The UNION shall indemnify and save the Employer harmless against any and all claims, damages, suits or other forms of liability which may arise out of any action taken or not taken by the Employer for the purposes of complying with the provisions of this Section.

Section 6. Information/Lists

The Housing Authority shall furnish the Union each month a complete list of all bargaining unit employees, including new, terminated and fair share employees. The list may be in the form of a list provided each month as support for the payment to the union.

Section 7. Hold Harmless

The Union agrees that it will indemnify, defend and save harmless the Housing Authority and all persons acting on behalf of the Housing Authority from all suits, actions, proceedings, complaints, claims, liability and expense resulting from the implementation of this Article.

Section 8. Visits by Union Representatives

The Employer agrees that representatives of the Union, whether local union representatives, Council representatives, or International Union representatives, shall have access to the premises of the Employer to conduct Union Business.

Section 9. Meeting Space and Facilities

The Employer's facilities may be used by the Union to hold meetings.

Section 10. Email Usage

Employees have use of the Employer's email system for union business. Employees using the Employer's email system shall have no right or expectation of privacy regarding any message sent or received through the email system.

- A. Union representatives (those persons holding positions as officers within the Union) may use the Employer email system to communicate concerning collective bargaining matters.
- B. Union members may use the Employer email system to contact Union representatives regarding collective bargaining matters, including any of the following purposes:
 - a. To arrange a date, time and location for a meeting concerning the meaning, interpretation or application of this Agreement;
 - b. To ask a question regarding the meaning, interpretation or application of this agreement;
 - c. To present a grievance regarding the meaning, interpretation or application of this agreement;
 - d. To request Union representation in matters concerning the meaning, interpretation or application of this agreement.
- C. The Employer email system will not be used for political purposes at any time, and this limitation shall override any of the permissible uses of the email system listed above. "Political purposes" shall be defined to include matters expressing support or opposition to candidates or ballot measures in any election.

Section 11. Negotiations

No more than three (3) employees shall be allowed time off with pay at straight time rate for bargaining. Negotiating team members shall be paid for attendance at negotiations sessions with the Employer, including joint training and caucuses occurring during such sessions. In no event shall employees be paid for time spent in negotiations beyond their normally scheduled working hours. The Employer shall work with bargaining team members to adjust work schedules when necessary to accommodate bargaining sessions.

ARTICLE 3A – LOST TIME FOR UNION BUSINESS

Section 1. Brown Bag Lunches

The Employer will support brown bag lunches by the Union by providing space for such lunches, subject to room availability, and by directing supervisors to be flexible with employees' scheduled lunch breaks to allow employee attendance, as work needs allow. Employees may attend such lunches during their non-work time.

Section 2. Time Off for Union Activities

Union-designated employees may be allowed time off without pay to attend union-sponsored meetings, training sessions, conferences, and conventions. The employees' time off will not interfere with the operating needs of the Employer. The employees may use accumulated compensatory time, personal holiday, or vacation leave instead of leave without pay. However, employees must use compensatory time prior to their use of vacation leave, unless the use would result in the loss of their vacation leave.

Section 3. Temporary Employment with the Union

Upon request of the Union, the Employer may, based on staffing needs, grant leave with pay for temporary employment with the Union. The Union will give the Employer at least thirty (30) calendar day's prior notice, unless otherwise agreed. The Union will reimburse the Employer for the "fully burdened costs of the positions" the Employer incurs as a result of placing the employee on leave with pay during the period of absence. The Union will reimburse the Employer each month for the previous month, upon receipt of an itemized summary of the costs to be charged to the union. For purposes of this provision, "fully burdened costs of the positions" means the cost of wages, benefits, workers' compensation insurance, and other administrative costs not to exceed 5% of the employee's total salary.

Section 4. Indemnification

The Union will defend, indemnify and hold harmless the Employer for any and all costs including attorney's fees, damages, settlements, or judgments, or other costs, obligations, or liabilities the Employer incurs as a result of any demands, claims, or lawsuits filed against the Employer arising out of or in relation to actions taken by the employee on behalf of the union during the period of absence.

Section 5. Return Rights

The employee will have the right to return to the same position. The period of leave will not impact the employee's seniority date.

ARTICLE 4 –MANAGEMENT RIGHTS

Section 1. Authority

Except as expressly limited by the specific provisions of this Agreement, the Housing Authority is the ultimate determiner of policy and retains unto itself jurisdiction and authority over all facets of Housing Authority operations and programs, as well as all rights and authority vested in it by existing and future laws, regulations and policies. This does not include mandatory subjects of bargaining.

The Authority understands and agrees that the exercise of such rights shall be made consistent with its collective bargaining obligations. In the event a change in terms and conditions of employment involves or impacts a mandatory subject of bargaining, the Authority agrees to utilize the expedited bargaining procedures set forth in ORS 243.698.

The Authority reserves the exclusive right to make changes in non-mandatory subjects of bargaining without regard to existing practices, provided those changes are not in conflict with the express provisions of this Agreement.

Section 2. Reserved Rights

Without limiting the generality of the foregoing, it is agreed that the Housing Authority reserves the following specific rights and obligations subject only to the express terms of this Agreement:

- A. To manage and administratively control the Housing Authority and its properties and facilities and the on-the-job activities of its employees;
- B. To hire all employees and to determine their qualifications and the conditions for their continued employment or their dismissal or demotion; and to promote and transfer all such employees; the right to lay off employees;
- C. To establish the duties, responsibilities and assignments of employees;
- D. To enforce the rules and regulations now in effect and to establish new rules and regulations from time to time not in conflict with this Agreement;
- E. To create, combine, modify or eliminate any position;
- F. To establish and revise work schedules;
- G. To evaluate all programs and personnel.

Section 3. Issue Resolution

The objective of both the union and management is to promote open and continuous communication to determine what is right, not who is right, regarding concerns in the workplace. Communications will be based on the premise of trust, respect and the mutual goal of resolving issues at the earliest opportunity and appropriate level. The Labor/Management Committee described in Article 24 of this contract will be used, along with other means of communication, to resolve issues. Such means of communication are not intended to be a substitute for direct dialogue between the employee and supervisor.

Both the Employer and the Union recognize that there may be times during the life of this Agreement that contract language may have to be waived. This section shall set out the process for this to occur:

1. The request shall be in writing stating specifically what has occurred and which articles of this agreement will be affected.
2. The party receiving the request shall be given no less than 5 business days to respond to the request. If the Union is the receiving party the Officers shall be given paid time by the Employer to discuss the request.
3. Any request that would involve the Salary or Insurance Articles shall be given no less than 10 business days for the officers to respond. Provided that affected employees complete their normally assigned workload, paid time for all bargaining unit members will be given by the Employer so that the Union can discuss the issue with the members and have a vote. Every reasonable attempt will be made to resolve issues raised by either party during work hours.

ARTICLE 5 – STRIKES AND LOCKOUTS

Section 1. Strike

During the life of this Agreement, the Union and members of the bargaining unit, as individuals or a group, will not initiate, cause, condone or participate in any strike, work stoppage, slowdown, picketing or any other restriction of Housing Authority work.

Section 2. Lockout

There will be no lockout of employees in the bargaining unit by the Housing Authority as a result of a labor dispute during the term of this Agreement.

ARTICLE 6 – GRIEVANCE PROCEDURE

Section 1. Access

Any bargaining unit member shall have access as set forth herein to this procedure for resolving grievances affecting the grievant. The Housing Authority and the Union agree that no restraint, interference, discrimination or reprisal will be permitted or allowed against any member or supervisor exercising his/her rights under this procedure.

This procedure is established on the premise of trust, respect and the mutual goal of resolving issues at the earliest opportunity and appropriate level. This procedure is not intended to be a substitute for direct dialogue between the employee and the supervisor. Every reasonable effort will be made by the union and management to clarify and resolve issues before entering into the grievance procedure.

Section 2. Definitions

- A. A “grievant” is a bargaining unit member having the grievance; a group of members may be grievants if they are equally and directly and adversely affected by the alleged violation of this Agreement.
- B. A “grievance” is an alleged violation of the terms and provisions of this Agreement.
- C. “Days” as used in this procedure shall mean normal business days of the Housing Authority.

Section 3. Guidelines

- A. The grievant must be present at all steps in this procedure. The grievant may be assisted by a steward at the Informal Step. The grievant may be represented by a steward at all Formal Steps above the Informal Step.
- B. Failure by the Housing Authority at any step of this procedure to communicate a written response within the specified time limits shall not in itself constitute basis for a grievance, but shall permit the grievant to proceed to the next step. Failure by the grievant at any step of this procedure to appeal, in writing, a Housing Authority response to the next step within the time limits shall be deemed acceptance of the Housing Authority’s decision rendered at the prior step.
- C. The grievant shall make every effort to invoke and exhaust this grievance procedure before the grievant resorts to any other legal or administrative remedies outside this Agreement for the violation complained of in the written grievance. Failure to so exhaust this procedure shall not bar the grievant from pursuing other

legal or administrative remedies, but shall preclude the grievant from using this procedure.

- D. All documents, communications and records dealing with the processing of a grievance shall be filed in a separated grievance file and shall not be kept in the personnel file of the grievant, except where otherwise required or permitted by law.
- E. It is understood that any time limits provided in the grievance procedure may be extended only by written agreement of the grievant/Union and the Housing Authority.
- F. A grievant shall process a grievance during work hours and with prior approval of the grievant's supervisor. A steward may assist or represent a grievant in processing a grievance during the steward's work hours with prior approval of the steward's supervisor. If the permitted activities would interfere with either the steward's or the grievant's duties, the direct supervisor shall, within the next working day arrange a mutually satisfactory time for the requested activity. "Processing a grievance" means investigation as well as meetings or conferences as provided for in this article between Housing Authority management and the grievant and/or the steward.

Section 4. Procedural Steps

A. Informal (Verbal) Step.

The grievant shall arrange for an appointment and meet with the grievant's immediate supervisor in an attempt to resolve the grievance in an informal Verbal fashion. If the grievance involves a supervisor other than the grievant's supervisor, the supervisor who allegedly violated this agreement will also be in attendance. The grievant's supervisor or the grievant, however, has the right to hold an initial meeting of the grievant and the grievant's supervisor prior to having the alleged violator attend the meeting.

In order to be cognizable, the grievance must be initiated at the Informal Step within ten (10) business days of the occurrence of the cause for the grievance or when the employee knew, or should have known, of the basis for the grievance.

This step may be waived if the alleged violation is of a severe nature as to endanger the health and safety of a bargaining unit member. This waiver must be approved in advance by the Executive Director or the Board of Commissioners if the violator is the Executive Director. Such a waiver will not be unreasonably withheld.

B. **Formal Steps.**

Step 1.

If in the judgment of the grievant, the grievance remains unresolved after the informal/verbal with the supervisor, the grievant may, within ten (10) business days after the informal meeting, file the written grievance with the same supervisor. The written grievance shall specify:

1. What management action or inaction violated the Agreement;
2. What specific provisions of the Agreement were violated by management; and
3. What is the specific remedy sought by the grievant which would resolve the grievance.

The supervisor shall respond in writing to the written grievance within ten (10) business days of its receipt.

Step 2.

If the grievance remains unresolved in the judgment of the grievant, the grievant may appeal the written grievance with the Executive Director within ten (10) business days of the receipt of the written response of the supervisor. The Executive Director may arrange a meeting with the grievant to hear the grievance. The Executive Director shall respond in writing to the written grievance within ten (10) business days of the receipt of the Step 2 appeal (Note: Step 1 and Step 2 will be merged in the event the supervisor and the Executive Director are the same person.)

Step 3.

If the grievance remains unresolved in the judgment of the grievant, the grievant may submit the written grievance to the Executive Director for the Board of Commissioners within ten (10) business days of the grievant's receipt of the Executive Director's response. The Board, or its designee, may elect to hear the grievance or it may elect to give a written response to the grievant without holding a hearing, under the following:

1. **Board Hearing** - If the Board decides to hold a hearing on the grievance, that hearing will be set for a regularly scheduled Board meeting occurring at least fifteen (15) business days after the Executive Director for the Board receives the properly appealed

written grievance. The Board's written response to the grievance shall be given to the grievant within ten (10) business days following the close of the hearing.

2. **Board Designee Hearing** - If the Board's designee is to hold a hearing on the grievance, the designee shall schedule a hearing to begin no later than fifteen (15) business days after the Executive Director for the Board receives the properly appealed written grievance. The Board will make its decision on the grievance at its first regular meeting following the hearing.
3. **Board or Board Designee Response Without Hearing** - If the Board decides to respond to the written grievance without a hearing, it shall give such written response to the grievant within ten (10) business days of the first regular Board meeting following the Executive Director for the Board's receipt of the grievant's written grievance.

C. **Step 4. Arbitration.**

1. If the grievance remains unresolved after Step 3, the grievant, with the written approval of the Union, may request in writing that such decision be submitted for arbitration within ten (10) business days of the decision at Step 3. Except for those items which are excluded from the grievance procedure and those items which are excluded from arbitration, all the provisions of this Agreement are subject to arbitration. In such cases the following procedures shall apply:

Step 1. Within fifteen (15) business days after such written notice of submission to arbitration, the Housing Authority and the Union shall attempt to agree upon a mutually-acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator to serve within the specified period, either party may request a list of seven (7) arbitrators from the Oregon State Conciliation Service who are members of the American Arbitration Association Labor Panel. When the list is received, the parties shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list. The last remaining name shall be the arbitrator.

Step 2. The arbitrator so selected shall be bound by the rules of the American Arbitration Association, except as herein designated otherwise. The arbitrator so selected shall confer with the representatives of the Housing Authority and the Union and hold hearings promptly. The

arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of any act prohibited by law or which is in violation of the terms of this Agreement. The Arbitrator shall have no authority to, subtract from, alter or modify this Agreement. Insofar as the decision (1) involves only the matters subject to arbitration as described above; (2) is in accordance with the legal meaning of this Agreement, such decision shall be final and binding on all parties to the grievance.

Step 3. The costs of the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne by the losing party. Any other expenses incurred shall be paid by the party incurring same.

ARTICLE 7 - PROBATIONARY PERIOD

Section 1. Probationary Status for New Employees

- A. Every new bargaining unit employee hired into a regular position shall serve a probationary period beginning on the first day of work (or the first day back at work for an employee who formerly worked for HAYC) and continuing until the employee completes six months of employment with 1,040 hours of actual work or recognized holidays and pro-rated for employees who work less than full time on a ratio of hours employed versus 1040 full time hours.

The supervisor may extend the probationary period, one time only, up to an additional six (6) months if there is documented proof that a deficit does occur and the bargaining unit employee was given sufficient notice to rectify the performance. The supervisor may recommend an employee be appointed to regular status anytime before twelve (12) months when the employee's performance clearly demonstrates competence in the job. An extension will be accompanied by a work plan with specific goals to be met.

- B. During the period of probation, employees may be disciplined or discharged at the discretion of the Housing Authority; probationary employees do not have a property interest in the job. Probationary employee disciplinary actions and dismissals are not subject to the grievance procedure in this Agreement, nor are they subject to the terms and conditions of this Agreement. All other terms and conditions of this agreement shall apply to probationary employees unless specifically addressed in the individual article.
- C. Upon completion of the probationary period, the employee shall become a regular employee, and his/her seniority shall be retroactive to the first day of work. Probationary employees shall receive a salary increase upon completion of probation only if they were hired at the probationary rate of pay and received a satisfactory performance review upon completion of probation.
- D. Probationary employees who are laid off shall not have recall rights.

Section 2. Promotional Probation

- A. Every promoted bargaining unit employee shall serve a probationary period of six (6) calendar months, during which period of time the Housing Authority may return the employee back to the formerly-held position, if, in the Housing Authority's judgment, it is determined that the employee is not satisfactorily performing the duties in the promoted position. This return shall not occur without a mandatory performance review being conducted with the employee and the current supervisor. Should the Housing Authority return such a promotional

probationary employee to the formerly-held position, such action will be without recourse to the grievance procedure. Under extenuating circumstances by agreement between management and the union an extension may be granted to the probationary period, one time only. An extension will be accompanied by a work plan with specific goals to be met. The supervisor may recommend an employee be appointed to regular status anytime before the end of the extension period when the employee's performance clearly demonstrates competence in the job.

- B. Anytime during the first three (3) months of the promotional Probationary period, the employee may voluntarily opt to return to the formerly-held position without recourse by the Housing Authority.
- C. Promotional probationary employees who return or are returned to their former position will be paid at their former rate of pay; their personnel file will reflect no break in service for that former position.

Section 3.

When an employee is promoted, the employee shall receive a new annual anniversary date which shall be the first of the month following the promotion and a pay rate in the new job classification which is higher than the present salary the employee held in the previous job classification. This pay rate shall be held for a period of one year from the new anniversary date except in the case where an employee is promoted to the probationary salary rate in the new classification. In this case, the employee will receive a salary increase upon the completion of the six (6) month promotional probation period and upon receiving a satisfactory performance review.

Section 4.

At the time of hiring, the Housing Authority will provide new employees with a copy of this Agreement and shall not have any discussions regarding membership status in the Union with the intent to persuade the employee to join or not join the Union. The Housing Authority will allow the new employee to attend a thirty (30) minute Union orientation with the Union Steward. The President/steward of the Local shall be notified of all new hires. The Union will provide the Housing Authority with documentation regarding any employee who will be paying to a charity in lieu of dues to the union in order for dues payments to be correctly made.

ARTICLE 8 - DISCIPLINE AND DISCHARGE

Section 1. Discipline

No regular employee will be disciplined or discharged without just cause. For regular employees discipline will normally be progressive in nature, but may be imposed at any level if supported by just cause. Regular employees are subject to disciplinary suspension or termination for infractions that involve a serious violation of Housing Authority standards, including, but not limited to: Discrimination or harassment of a serious nature; falsification of reports or records; dishonesty; gross insubordination; threats; assaults; provoking or instigating physical altercations; intentional or reckless destruction of Housing Authority property or the property of another employee; reporting to work with drugs or alcohol present in the body; possession, buying or selling of drugs or alcohol on Housing Authority property or other conduct of a serious nature.

For less severe cases, employees will generally be given a verbal warning, with a note to that effect put in the supervisor's file only as an initial step. For a second occurrence, employees will be given a written warning notice, with a copy of both the previous verbal warning and the current Written Warning notice placed in the employee's personnel file. In the event of a third similar violation, either suspension from work without pay, or discharge from employment will result, depending on the nature and severity of the matter. Although the Housing Authority will generally follow these steps, management reserves the right to consider employee violations of dissimilar standards (for example, unsatisfactory performance and attendance-related violations) in determining what level of discipline is justified.

Irrespective of whether the infraction in question involves a serious violation of standards or infractions for which progressive discipline is appropriate, the Housing Authority will consider mitigating factors, such as the employee's record, length of service or other considerations shared by an employee in determining what degree of discipline is appropriate.

Whenever practicable, disciplinary measures shall be accomplished in a confidential manner.

Section 2. Representation Rights

In the normal course of business Management meets with an employee for the purpose of taking corrective action regarding work performance. Such meetings are not intended to involve disciplinary action, only discussion and direction to correct work performance. Such meetings do not require giving the employee an opportunity to have a Union representative present. If during this session the supervisor or employee feels the discussion and direction of the meeting may lead to disciplinary action, the session shall not continue without the employee having the opportunity to obtain a union representative.

Whenever any bargaining unit employee is summoned to a meeting with their supervisor, or higher official that will involve discussion about disciplinary action (a meeting where he/she will

be asked questions that could reasonably lead to disciplinary action), the employee shall be notified of the purpose of the meeting in advance of the meeting and shall be afforded the opportunity to have a Union representative present during the meeting. Employees shall also be afforded the right to have a Union representative present during due process hearings, as described in Section 3 below and during grievance meetings as described in Article 6, Section 4.

Section 3. Due Process

In the event the Housing Authority believes a regular employee may be subject to disciplinary suspension, disciplinary demotion or discharge, the following procedural due process shall be followed before such decision is made:

- A. The employee shall be notified in writing of the charges or allegations that may subject them to discipline;
- B. The employee shall be notified in writing of the disciplinary sanctions being considered;
- C. The employee will be given an opportunity to refute the charges or allegations in an informal hearing;
- D. At his/her request, the employee will be entitled to be accompanied by a representative of the Union at the informal hearing.

ARTICLE 9 - PERSONNEL FILES

Section 1. Access

Each employee shall have the right, upon request, to review the contents of any of his/her file in compliance with federal or state laws.

Section 2. Copies

Upon written request, the Housing Authority shall provide photocopies of any documents placed in the personnel file.

Section 3. Rebuttal

An employee shall have the opportunity to write a letter of rebuttal to any document in his/her file. Such letter shall be placed in the file.

Section 4. Material Placed in File

An employee shall be provided a copy of any written material intended for inclusion in the employee's file.

Section 5. Removal of Material

An employee may request that a disciplinary document over two years old be removed from his/her personnel file. The Housing Authority will consider such request, and if the Executive Director agrees, such document may be removed. A decision not to remove a disciplinary document over two (2) years old shall not be made for arbitrary or capricious reason.

ARTICLE 10 - SENIORITY

Section 1. Definition of Seniority

Seniority shall be defined as an employee's total length of agency employment as defined in Article 1 Section 2, excluding temporary service, with the Housing Authority, without a loss of seniority as set forth in Section 2 below. Seniority shall begin accruing from an employee's first day of work from last date of hire. If two (2) or more employees start work on the same date, their order of seniority shall be determined by lot. A single seniority list shall be kept for full-time and part-time employees.

Section 2. Loss of Seniority

Seniority shall be lost and employment relationship will end whenever any of the following events occur:

- A. Voluntary resignation or retirement;
- B. Discharge of a regular employee for just cause or discharge of a probationary employee at will;
- C. Layoff or absence from work due to off-the-job illness or off-the-job injury for more than twelve (12) months duration;
- D. Failure to respond to a recall notice sent by certified mail, return receipt requested, to the last address in Housing Authority records within five (5) working days of delivery or seven (7) working days of mailing, whichever occurs earlier;
- E. Rejection of a recall offer;
- F. Failure to report for work immediately upon expiration of an authorized leave of absence or, in the case of an absence due to off or on-the-job injury or illness, failure to report for available work within seven (7) days of receipt of notice of a limited or a full medical release to return to work;
- G. Absence from work due to an on-the-job injury or on-the-job illness in accordance with ORS Chapter 659.
- H. Promotion/Demotion: Any employee who promotes into a management position from a represented position and who subsequently demotes into the bargaining unit within 2 years, may retain all previously accrued seniority minus the time spent in management service. Should the employee remain in the management service longer than 2 years and demotes back into the bargaining unit, they shall have their seniority date reset as the new date of hire in the bargaining unit.

Section 3. Application of Seniority

Seniority shall apply to layoff and recall decisions as follows:

- A. Layoff. The selection of employees to be laid off shall be as follows: First, non-bargaining unit employees (part-timers working less than twenty (20) hours a week, temporary and limited duration employees) working in the classification(s) affected. Next, probationary employees in the classifications(s) affected shall be laid off. If there are no such employees or the Housing Authority determines further layoffs are necessary, the regular employee in the classification(s) affected who has the least seniority in classification(s) will be the first laid off and layoff shall continue in that order. Regular full-time and regular part-time employees working in the same classification will be combined for the purpose of selecting employees for layoff. However, the Housing Authority reserves the right to determine whether the positions remaining will include part-time, as well as full-time positions. Layoff shall be defined as a separation from service for involuntary reasons not reflecting discredit upon employees or an involuntary reduction of full time equivalent (FTE) status.
- B. Prior to Layoff Notice. At least fourteen (14) calendar days prior to notice of layoff, the Employer shall provide the Union written notice of its intent to lay off employee(s). The notice will include the job classification(s); the names of the employee(s) in those job classifications who have been tentatively selected for layoff; the category of employment of those employee(s) (regular full-time, regular part-time) and a seniority list by name, job classification and category.

If the Union desires to discuss possible alternatives to the pending layoff or question the selection of the employee(s) tentatively selected for layoff, it shall notify the Employer to schedule a meeting within seven (7) calendar days of receipt of notice of layoff. Both the notice and the discussions will be treated with confidentiality. The Employer shall discuss with the Union the criteria which shall be used to determine qualifications, skills, abilities and seniority of employees and the order of layoff. This discussion will include the possibility of transferring work being performed by temporary or on-call employees to employees identified for possible layoff.

The Employer shall attempt in lieu of a layoff and upon agreement with the Union and the affected employee, to transfer or demote the employee scheduled for layoff to another position in the bargaining unit; the employee is qualified to perform the duties of the position; and the transfer or demotion does not displace another employee subject to the other provisions of this Article. In the event more than one employee scheduled for layoff possesses the required certifications, licenses, knowledge, skill and ability to perform the duties of the position, the position will be offered to the most senior employee.

- C. Notice to Employee. In the event of layoff, any bargaining unit employee shall receive in writing the notice of layoff, any bumping options and the date which the layoff takes effect. Such written notice shall be given in writing at least thirty (30) days prior to layoff.

- D. Bumping. An Employee who is laid off shall have the right to bump the junior employee of his/her classification or the junior employee in any same or lower paid classification within the Housing Authority, provided that the employee who is exercising the bumping rights meets the minimum qualifications of the position and has the skills and abilities to perform the duties of that position with 30 days minimal training. In order to be entitled to bumping rights, an employee must notify the Executive Director of his/her intent to bump within ten (10) business days of receipt of layoff notice. For the purpose of this section, the term "classification" shall be as listed in the Wage Appendix.

Any employee who bumps into a lower paid classification as a result of a layoff shall be paid at the step in the new classification which provides the same rate of pay he/she was previously receiving. If there is no step in the new classification with the identical rate, he/she shall be paid at the rate of the step in the new classification which is closest to, but not in excess of the rate he/she was receiving in his/her previous classification.

- E. Recall. Employees shall be recalled from layoff in the reverse order of the Layoff, provided they possess the certification, skill and ability to perform the available work. When classifications where layoffs have occurred are eventually refilled, employees who have bumped to lower classifications shall be returned to their previous positions according to seniority.

In the event an employee who is adversely affected by the Housing Authority's determinations as to relative qualifications, aptitude and abilities considers those determinations to have been arbitrary or in bad faith, he/she may submit that question as a grievance for handling in accordance with the grievance procedure set forth in Article 6.

Section 4. Recall List

For a period of one (1) year following the date of layoff, the employee's name will be maintained on a recall list. The order of names on the recall list will be in order of seniority. If a laid off employee so requests, that employee's name shall be removed from the list. Laid off employees must notify the Housing Authority of the job classifications or titles they are currently qualified for and willing to accept in case of recall.

Section 5. Change of Address

Persons named on the recall list shall promptly inform the Executive Director of any change in address. A person's name on the recall list will be dropped from that list if a letter mailed to the person at the last known address recorded with the Housing Authority is returned unclaimed.

ARTICLE 11 - HOURS OF WORK

Section 1. Hours for Full-Time Employees

The normal workday for full-time employees is eight (8) hours excluding lunch. Daily starting and ending times are determined by the individual supervisor.

Section 2. Hours for Part-Time Employees

Working hours and daily starting and ending times for part-time employees will be determined by the supervisor.

Section 3. Workweek

The normal working week will be five (5) days from Monday through Friday. Nothing contained herein, however, prohibits the right of the Housing Authority to assign other days of the week in a different order as the specific workweek of the individual employee.

Section 4. Rest Periods

Employees shall receive a 20-minute break during each four-hour period of consecutive service with the break as close as possible, in the immediate supervisor's judgment, to the two-hour interval. Breaks cannot be combined with lunch hours except in the case of supervisory approval. Such breaks will be controlled by the employee's immediate supervisor.

Section 5. Lunch Breaks

Employees who are scheduled to work six (6) hours or more hours shall receive an uninterrupted, unpaid lunch period of at least one-half (1/2) hour but not more than one (1) hour. Employees working less than six (6) hours may take an optional unpaid lunch. Such time shall be as scheduled by the employee's immediate supervisor and be as near as possible to the halfway point of the tour of duty. Such time shall not be considered as time worked. Exceptions to this provision may be granted at the discretion of the Executive Director.

Section 6. Four-Day Workweek

In its discretion, the Housing Authority shall consider and may adopt a ten-hour, four-day workweek for any of its FLSA-covered employees. Employees on such a 4/10 schedule shall be allowed overtime for work in excess of ten (10) hours in one day (unless Flex Time is used per Section 7 of this article) or forty (40) hours in one workweek, but the same hours shall not count twice.

Extenuating circumstances may arise that require a temporary change in employee work hours. A minimum of forty eight (48) hours notice of change in schedule will occur unless an emergency exists.

Flexible schedules shall be considered in good faith by both parties. All schedules are subject to change based on the changing needs of the department as determined by management.

Employees working a 4/10 schedule shall revert back to a 5/8 schedule in weeks with a holiday. With prior supervisor approval such employees may use two (2) hours of PTO time and work 3 ten hour days.

Section 7. Overtime

- A. All bargaining unit employees except those identified as salaried are paid on an hourly basis. Eligible FLSA-covered employees, except those who are salaried, shall be compensated at the rate of time and one-half in the form of pay or compensatory time off at the discretion of the Housing Authority for work under the following conditions (but not twice for the same hours):
 - 1. All assigned work in excess of eight (8) hours on any scheduled workday, except as provided in a 4/10 work schedule, or when the employee and supervisor jointly agree to use “Flex Time” in lieu of overtime. If one of these exceptions applies, then time and one half would not apply.
 - 2. All assigned work in excess of forty (40) hours in any workweek.
- B. Overtime shall be computed to the nearest quarter hour. Overtime pay shall be based on the actual number of hours on duty per day. For the purpose of computing overtime, all hours an employee actually works, plus paid holiday hours, plus PTO shall be credited as time worked in computing total work hours. All hours spent in Housing Authority approved workshops, or travel to/from the workshops, which exceed 8 hours will utilize flex/comp options unless cash overtime has been approved in advance. All overtime must be approved in advance by the Executive Director or designee except unanticipated periods of one (1) hour or less when unable to gain the necessary prior approval. This one (1) hour is to include travel time returning to the office.
- C. Compensatory time off must be taken within the same pay period or the following pay period as the additional hours worked. Comp time requires pre-approval of the supervisor except in situations that occur beyond the control of the employee.
- D. Flex time: Provided that both the supervisor and the employee agree, employees can fluctuate their hours worked within the same work week to accommodate appointments and other events, provided that the employee works their normal number of hours within that week. Overtime would not be paid for such schedule changes jointly agreed to by the supervisor and employee, provided that the employee remains within the 40-hour work week.

ARTICLE 12 – WAGES AND SALARIES

Section 1. Wage/Salary Schedule (Appendix “A”)

The wage/salary schedule for employees in the bargaining unit is set forth in Appendix A and by this reference is incorporated herein and is effective September 1, 2015.

The schedule includes a Cost-Of-Living Allowance (COLA) of one and a half percent (1.5%) effective September 1, 2015. September 1, 2016 of the contract, each employee will receive a cost of living adjustment of two percent (2%) and effective September 1, 2017 each employee shall receive a cost of living adjustment of two and a half percent (2.5%).

If the Housing Authority can demonstrate that it cannot fund the above increase in the year 2016 or 2017 due to a reduction in revenues, then the Housing Authority shall notify the union of this revenue short fall and begin bargaining as soon as possible after that notification subject to requirements of Direct Bargaining under ORS 243.712 and 243.726

Effective January 1, 2016, the salary schedule shall be adjusted so that no position will earn less than \$15.00 an hour.

Effective January 1, 2016, current step P shall be removed from the salary schedule making step 1 the new step P and renumbering subsequent steps adjusted from there on.

Effective September 1, 2016, current step 7 (previously step 8) wage shall be increased by one and a half percentage (1.5%). Effective September 1, 2017 step 7 wages shall be increased by one and a half percentage (1.5%) which shall result in step 7 being 5% above the step 6 wage.

Section 2. Step Increases

Performance evaluations are tied to step increases and do not guarantee an automatic increase. Step increases may be granted on an annual basis on the employee’s current anniversary date. Employees must obtain a satisfactory performance rating in order to receive a step increase.

A “satisfactory performance rating” in a performance evaluation is hereby defined as the average score of all blocks rated that equals or exceeds the “Meets Standards” score used in the performance evaluation form.

If an employee fails to achieve a “satisfactory performance rating,” there will be at least one documented review of performance prior to the next scheduled performance review to show progress or lack of progress in achieving satisfactory performance. The interim review will be discussed and signed by both the employee and supervisor and will be completed no earlier than three (3) months or later than nine (9) months after the evaluation.

Section 3. Longevity

An employee employed by the Housing Authority for more than ten (10) consecutive years will have the benefit of \$75 per month deposited into the employee’s 401 account by the Housing Authority.

- A. At the conclusion of twenty (20) years of service with the Housing Authority an additional \$75 per month will be deposited into the employee's 401 account by the Housing Authority.
- B. The employee may only draw upon these funds for retirement purposes. Legal restrictions and insurance company rules and regulations may authorize early withdrawal in very unusual and limited circumstances, or in extreme emergencies.

Section 4. Work Outside of Classification

When an employee is assigned for a limited period to perform all of the duties of a position at a higher level classification for more than ten (10) consecutive work days, the employee shall be compensated at the higher classification level for all hours worked beginning from the first day of the assignment for the full period of the assignment.

Section 5 Bi-lingual Differential

- A. A monthly differential of \$50 shall be paid to an employee who is formally assigned in their position description to communicate effectively to or from another language and English.
- B. Oral and written qualifications will be at the discretion of the HAYC based on the operational needs.
- C. This differential may be stopped by the HAYC with written notice to the employee.

Section 6. Provision for Final Pay

In cases of voluntary termination (i.e. retirement, resignation) final paychecks at employee's request will be paid on the next regularly scheduled payday after the last day of the pay period worked.

ARTICLE 13 - RETIREMENT

The Housing Authority shall continue to provide a defined contribution money purchase retirement plan available to all regular employees scheduled to work at least twenty (20) hours per week. Such employees are eligible to participate following six (6) months of employment. Benefits will be funded through Housing Authority contributions of seven percent (7%) of base compensation on a monthly basis. The employee contributions of six percent (6%) shall remain the same throughout the agreement. Each year in the plan vests the employee at twenty percent (20%), until the employee is fully vested at five years.

The Employer will send a report to the Union of the names of individuals who have retired the previous month. If no one retired in the previous month no report will be sent.

ARTICLE 14 - HOLIDAYS

Section 1.

The Housing Authority recognizes ten (10) paid holidays each year. The following regularly scheduled holidays will be observed:

New Year's Day	January 1
Martin Luther King	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Day	December 25 th

Section 2.

If one of the above holidays falls on a Saturday, the preceding Friday shall be considered a holiday; if the holiday falls on a Sunday, the following Monday shall be recognized as the holiday.

Section 3.

Employees will receive paid holiday benefits after three (3) months of continuous service with the Housing Authority. The employee must be on the active payroll and not on unpaid leave of absence. Also, the employee must be in an active pay status the last scheduled working day before the holiday and the first scheduled workday following the holiday. This includes approved Paid Time Off, or approved paid status such as for jury or witness duty or reserve military duty.

Section 4.

Full-time employees will receive their regularly scheduled pay for the holiday. Holiday pay shall be prorated for regular part-time employees. This pay is counted as time worked for purposes of determining overtime in the week in which the holiday occurs.

Section 5.

The Housing Authority will make every reasonable effort not to schedule employees to work on a paid holiday. However, if emergency conditions make it necessary to schedule employees to work on a paid holiday, hourly employees will be paid at the rate of double time for work on the holiday.

Section 6.

Paid holidays which occur during Paid Time Off will be allowed; employees will not be charged for Paid Time Off taken on a paid holiday.

ARTICLE 15 -PAID TIME OFF (PTO)

Section 1. Background

1.1 Purpose. Vacation, sick leave, bereavement, and floating holidays will accrue under a combined pool of time called “Paid Time Off” (“PTO”). This adds flexibility and fairness to the vacation and sick leave benefits by allowing employees to use PTO for either purpose.

Section 2. PTO Accrual

2.1 Rate of Accrual Based on Full-time Schedule. Employees who are regularly scheduled to work 40 hours per week shall accrue PTO as follows:

<u>Completed Years of Continuous Employment</u>	<u>PTO Hours Earned Each Month</u>
<i>Less than 1</i>	<i>16 hours</i>
<i>1 – 4</i>	<i>18 hours</i>
<i>5 – 9</i>	<i>20 hours</i>
<i>10-14</i>	<i>22 hours</i>
<i>15 or more</i>	<i>24 hours</i>

2.2. Accrual for Part-Time Employees. Part-time employees scheduled to work 20 or more hours per week will accrue PTO in an amount proportional to the accrual rate in Section 2.1 above, based on the number of hours they are regularly scheduled to work per week.

2.3 Maximum Carry-Over and Accrual. PTO hours may carry over a maximum of 360 hours at the end of the calendar year. Hours in excess of 360 may be accrued during the year but, prior to the end of the calendar year, must be used or cashed out in accordance with this policy. Any excess of PTO over 360 hours on December 31 of any calendar year shall be forfeited.

2.4 Continuous employment. Continuous employment, for purposes of accumulating PTO, shall be service without loss of seniority as set forth in the Employee Handbook or union contract (if there are differences, the union contract prevails). PTO will not accrue during unpaid leaves of absence over 15 days in duration.

Section 3. Use of PTO

3.1. In General. PTO hours may be used for either planned or unplanned absences from work, as stated in this Section. PTO time may be utilized in quarter-hour increments.

3.2 Initial Probationary employees. Employees are not eligible to use PTO during the initial probationary period except for illness or injury as described below, and employees who are terminated during the probationary period shall not be compensated for accrued PTO. All employees who have been employed for at least three (3) continuous months from the date of

hire will be allowed to use PTO for illness or injury that prevents them from performing the duties of their regular job.

3.3 Notification of PTO Time for Illness or Injury. When it is necessary for an employee to be absent from work due to an illness or injury, the employee must give as much advance notice as possible to the employee's supervisor for planning purposes. When prior notice is impossible, the employee must notify the supervisor no later than the beginning of the first work shift that is missed unless the employee demonstrates that the illness or injury prevented the employee from doing so.

3.4 Scheduling of Planned PTO. PTO for reasons other than unexpected illness or injury must be requested in advance by the employee. HAYC will make a reasonable effort to accommodate each employee's request for time off, after due consideration to the staffing needs of the organization. Requests for approval of PTO that are submitted between January 1 and January 31 of each year will be considered on the basis of seniority. Requests submitted at other times will be considered on a first-come, first-served basis. Because of operating requirements, HAYC will not grant vacation requests in excess of four (4) weeks at a time. Requests for exceptions must be submitted to the Executive Director in advance and will be based on exceptional situations.

3.5 Mandatory Time Off Per Year. Employees are encouraged to take time off each year for rest and relaxation. It is recognized however that, in some situations, extensive sick time off may be required, thereby using up PTO hours. This mandatory time off requirement can, therefore, be met by taking PTO hours whether for vacation or sick. After the first year of employment, employees are required to take a minimum of 40 hours per year of PTO. If the minimum time is not taken by the end of the calendar year, the unused portion of the required 40 hours is deducted from the accrued PTO balance as of December 31st. This can be waived by the Executive Director under exceptional circumstances.

3.6 Holiday Time During PTO. If a paid holiday falls during an employee's PTO, eight hours of the holiday will be paid as holiday pay at the employee's regular salary/wage rate, and will not count as a day of PTO. The holiday hours will be prorated for part-time employees based on the percentage of full-time that is scheduled to be worked.

Section 4. Short-Term Disability Insurance.

4.1 Eligibility: All employees of the HAYC scheduled to work 20 or more hours per week who have been employed by the HAYC for one year or more will receive Short Term Disability (STD) insurance coverage that will pay a weekly benefit based upon 66.7% of the employee's most recent W-2 earning statement if the employee must be off of work due to illness or injury

4.2 Coverage: This benefit serves as a safety net for employees who may be faced with extended illness or injury requiring absence from work in excess of 14 calendar days up to a maximum of 180 calendar days. This coverage will apply to each separate illness or injury. The 14 days prior to the Short-Term Disability coverage will require the use of accrued PTO. Once the coverage begins, STD will pay a weekly benefit based upon 66.7% of the employee's most recent W-2 earning statement. The employee has the option of waiving the STD benefit and may use PTO in lieu of STD. Specific provisions of the STD coverage may be changed periodically by the insurer and will be provided in a separate insurance document.

Section 5. PTO Cash-Out

***PTO Cash-out shall be suspended for the length of the current contract.**

5.1 Eligibility. Employees may elect to cash-out up to 40 hours of accrued PTO during a calendar year if they have:

- been continuously employed for at least 24 months since the last date of hire, and
- taken at least 40 hours of PTO during the calendar year. The 40 hours are cumulative for the year, i.e., can be taken all at once or in separate blocks of time, and
- have at least 40 hours of PTO remaining in their PTO account after the cash-out.

This option may be exercised only one time during each calendar year. Currently, cash-out is scheduled for December of each calendar year, but may be subsequently revised by management. Applications may be submitted between November 15th and November 30th of each year unless subsequently revised by Management. Management will notify employees of changes in the cash out application period and will make every effort to give advance notification each year to employees of the window of opportunity to apply for cash-out. Hours cashed out will be paid at the employee's hourly rate in effect at the time of the cash-out.

5.2 Approval process. A request to cash-out accrued PTO must be made in writing and approved by the supervisor prior to payment. The supervisor must verify that the required time off has been used prior to approving the cash-out. Payment shall be made as part of the next regularly scheduled paycheck following approval and submission to the Finance Department. The Finance Department will verify the length of employment and the remaining PTO balance after cash-out, and will make payment only if all conditions have been met.

Section 6. Payment of PTO at Termination

6.1 Eligibility for Payout. Upon termination of employment, employees who have worked for at least 12 continuous months since the last date of hire will be compensated for the "cash value" of accrued, unused PTO, as defined in this Section. Employees terminating with less than 12 months of continuous employment will not have cash value of their accrued PTO balance.

6.2 In the event of an employee death, the employee's beneficiary shall be entitled to the same PTO payout as described within this section, and shall be included in the employee's final paycheck from HAYC.

6.3 Cash value after first year of employment. After the initial 12-month period of employment, "cash value" upon termination shall be all accrued PTO paid out at current salary rate.

Section 7. Donation of PTO

Employees (Donors) have the option to donate PTO to another employee (Donee) to assist in times of illness or hardship that prevents the Donee from working. Donations may be made according to the following requirements:

- The maximum that a Donor can donate or receive is 100 hours per 12-month rolling look-back period.

- The Donor must have scheduled or taken at least 40 hours of PTO time off within the previous twelve (12) months.
- The Donor must maintain a minimum of 80 hours in their PTO account, not including any scheduled vacation time, after making the donation.
- Donations will be made in equivalent dollars. The Donor's hours will be converted to a dollar value based on the Donor's current hourly rate. The dollars will be divided by the Donee's hourly rate to arrive at the number of hours being donated to the Donee.
- Donations will be allowed only when the Donee's PTO account is depleted. Donated hours will then be used in the order in which they were given. Donated hours not used by the Donee for the specific illness or hardship will be returned to the Donor.
- Approval by the Director of Finance is required.
- If the donor is receiving time loss compensation from an outside insurance provider (i.e. unemployment insurance, workers compensation insurance, disability insurance, etc.), the donation is limited to the number of hours necessary to reach their normal weekly earnings.

ARTICLE 16 - OTHER LEAVES

Section 1. Legal Leave

- A. A paid leave of absence shall be authorized for jury duty or when the employee is under subpoena for HAYC work-related purposes.
- B. Fees received for services performed during working hours while on jury duty or under subpoena shall be submitted to the Housing Authority office. Subpoena leave is not available when the employee or the Union is a complainant in a case against the Housing Authority.
- C. The employee must, unless excused by the employee's supervisor, report for work promptly after being released from obligations.

Section 2. Military Leave

Employees who are members of a reserve component of the U.S. Armed Services or with the National Guard will be allowed paid time off in accordance with Oregon law. Employees will also receive military leave absence in accordance with federal law.

Section 3. Unpaid Leaves of Absence

Unpaid leave of absence may be authorized for any regular full-time or part-time employee whose medical condition or personal situation requires a temporary absence from the Housing Authority which extends beyond his/her leave of absence rights under the Family Medical Leave Act (FMLA), Oregon Family Leave Act (OFLA) or Workers' Compensation leave and reinstatement rights. Requests for such leave must be submitted in writing to the Executive Director. The employee must affirmatively indicate the employee's willingness to return to work at the conclusion of the unpaid leave of absence. If the Executive Director denies the requested leave, the employee will be supplied with the reasons for the denial. Temporary leaves of absence of a non-medical nature can be authorized for any length of time regardless of OFLA, FMLA or Workers' Compensation provisions.

Section 4. FMLA/OFLA

The Housing Authority will comply with FMLA and OFLA as required by law. Employees who are absent from work for FMLA or OFLA qualifying reasons will be compensated through PTO. In the event an employee depletes his/her PTO, the remainder of the leave will be unpaid. The Housing Authority shall maintain the employee health benefits during his/her absence and the employee shall continue to accrue seniority, consistent with applicable law. At the employee's option, such absences may be taken without pay in lieu of using up PTO.

ARTICLE 17 - HEALTH AND WELFARE

Section 1. Medical, Dental, Vision Coverage

The Housing Authority agrees to pay health and welfare benefits (including medical, dental and vision coverage) for eligible employees and their dependents for the term of this Agreement as described below.

Regular and probationary full-time and part-time employees scheduled to work over 20 hours per week are eligible for coverage. Employees hired on or before the 15th of the month become eligible to participate in the plans on the first day of the following month. Employees hired after the 15th of the month become eligible on the first day of the month following 30 days of continuous employment. The Housing Authority will provide coverage by paying its portion of the contribution, as set forth in Section 2 below, while the employee is actively employed, on paid leave or entitled to continued coverage under FMLA. Thereafter, employees are entitled to continue coverage pursuant to COBRA.

Section 2. Contributions

Effective September 1, 2015, the Housing Authority will pay the full combined premium of each plan (health, dental, and vision) offered by the Housing Authority and selected by employees, less the following:

- A. Effective September 1, 2015, each participating employee will pay \$125.68 per month towards the premium in effect on September 1, 2015.
- B. Effective September 1, 2016 and September 1, 2017, the weighted average increase in premiums of the participating plans will again be calculated, resulting in a percentage increase that will be applied to each employee's contribution. Each participating employee will pay the baseline amount from the previous year plus \$1.50 per month for each 1 percent of weighted average percentage increase.
- C. The dollar increase each year over the previous year's employee contribution will be limited to a maximum of \$20 per month.

The "Weighted Average Premium" as used above is calculated as follows: The number of employees using one program will be multiplied by the premium for that program, resulting in subtotal #1. The number of employees using the second program will be multiplied by the premium for the second program, resulting in subtotal #2. Subtotal #1 is added to Subtotal #2. The sum of the two is divided by the total number of participating employees to arrive at the weighted average premium.

Section 3. Life and Accidental Death Benefits

For the duration of this Agreement, the Housing Authority shall provide life and accidental death and dismemberment insurance for employees that are substantially equivalent to those presently in effect, unless unilateral changes in benefits are initiated by the insurance carriers (companies) or Yamhill County.

Section 4. Part-Time Employees

Part-time employees who are regularly scheduled to work twenty (20) hours or more per week shall be eligible to participate in the medical, dental and vision insurance programs. The Housing Authority's contribution for regular part-time employees will be prorated based upon the employee's regularly scheduled hours of work vis-à-vis forty (40) hours.

Section 5. Change of Carrier

The Housing Authority does not guarantee against unilateral changes in benefits initiated solely by the insurance carriers (companies) or Yamhill County. In the event of a carrier or County initiated benefit or program change during the life of this Agreement, the parties agree to meet and discuss possible options. Options may be limited due to Agency size and County changes.

ARTICLE 18 – SUBSTANCE ABUSE

HAYC has a strong commitment to its employees to provide a safe work environment and to promote high standards of employee health. Consistent with the spirit and intent of this commitment, HAYC has established a policy regarding drug and alcohol abuse (“substance abuse”). Our goal is to establish and maintain a work environment that is free from the effects of alcohol and drug abuse.

Section 1. Prohibited Conduct

HAYC prohibits the following conduct:

- A. Consuming, manufacturing, buying, selling, distributing or possessing drugs or open containers of alcohol on HAYC property regardless of whether you are working, or while you are off HAYC property during your working time. "HAYC property" includes all property owned, rented, leased or controlled by HAYC, including parking lots. It also extends to HAYC vehicles on or off our property. "Working time" includes all of the hours an employee is paid to work, including rest breaks. This restriction does not include the consumption of alcohol by an off duty resident /maintenance manager who is in his/her home nor does it include the consumption of alcohol by any off duty HAYC employee who lives at or is visiting a family member or friend who lives at an HAYC property.
- B. Reporting to work, returning to duty following breaks or meal periods, or working with any drugs (as defined below) or alcohol in your system, regardless of when or where the alcohol or drugs were consumed, and/or testing positive for drugs or alcohol under this policy. For the purpose of this policy, a test result for drugs will be considered “positive” if the results meet or exceed the Drug and Alcohol Screening Detection Limit Table found in this article.
- C. Failing to promptly and fully disclose all convictions, plea bargains and parole/probation terms for:
 - Felonies involving controlled substances, including alcohol; and
 - Misdemeanors involving controlled substances if the employee’s job responsibilities involve operating a motor vehicle on agency business or other safety sensitive activities.

A criminal record does not necessarily mean that an employee will be subject to any adverse employment action.

- D. Failing to fully cooperate with any aspect of HAYC's enforcement of this Substance Abuse Policy, including but not limited to failing to submit to required testing; giving false, diluted or altered urine samples; failing to submit to searches or professional evaluation for drug or alcohol dependency; failing to comply with rehabilitation conditions imposed by HAYC or rehabilitation counselors; etc.

"Drugs" refers to all illegal substances which are illegal under state or federal law, including "designer drugs" not approved for use by the Food & Drug Administration, and controlled substances such as narcotics that are used illegally, but does not include lawfully prescribed medication and non-prescriptive medication which are legal under state and federal law used in accordance with the prescription and/or label. For more detailed information on the requirements that apply to employees using those medications, please refer to the "Medication" section of this policy.

NOTE: Employees are absolutely prohibited from driving after consuming alcohol if they are "under the influence" as defined in motor vehicle laws.

Employees who engage in any prohibited conduct will be subject to discipline, up to and including discharge.

Section 2. Mandatory Testing

Mandatory employee testing will be required in the following circumstances:

A. Pre-Employment and Pre-Duty Testing

Applicants for job positions in certain categories may be required to submit to saliva/mouth swab testing for drugs and alcohol as a condition of employment, as determined appropriate by HAYC.

All applicants who are required to undergo testing must submit to such testing within a specified period from the time they are notified of their obligation to be tested. The detectable presence of any drug which is illegal under state or federal law in an applicant or employee's system will constitute a "positive" test if the results meet or exceed the Drug and Alcohol Screening Detection Limit Table found in this article. A positive test result will eliminate an applicant from consideration for current employment.

B. Reasonable Suspicion Testing

An employee will be required to immediately submit to saliva/mouth swab testing for drugs and/or alcohol whenever HAYC has reasonable suspicion to believe that the employee has reported to work, returned to duty, or is working with drugs in his/her system. "Reasonable suspicion" shall be based on specific, contemporaneous, articulable observations made by HAYC, including but not limited to behavior, appearance, speech, and/or body odor.

Employees who are required to submit to reasonable suspicion testing are prohibited from transporting themselves to the collection site. An employee designated by management will provide transportation.

C. Post-Accident Testing

All employees who are involved in a vehicular accident or an incident while on HAYC property or during working time shall be subject to immediate saliva/mouth

swab testing for the detection of drugs or alcohol if the accident or incident results in bodily injury to anyone, or property damage that HAYC determines to be in excess of \$500. Testing may be waived, at HAYC's discretion, if HAYC determines that the employee's actions clearly were not a factor in causing the accident or incident.

For employees who are incapacitated, our first concern will be medical treatment. However, all such employees will be required to authorize the release of medical and law enforcement records to reveal whether drugs or alcohol were in their system upon our request.

Nothing in this section shall be construed to prevent reasonable suspicion testing by HAYC as provided in Section B above.

D. Individualized Return to Work and Follow-Up Testing

Individual employees who undergo evaluation and rehabilitation treatment as outlined in the "Rehabilitation" section of this policy may be required to submit to return-to-duty and individualized suspicionless follow-up testing as stated in Section 6 below. The terms of the testing will be as outlined in the Rehabilitation and Return to Work Agreement for each employee.

All sample collection and testing must be done at facilities designated by the HAYC. The HAYC will pay for the cost of required testing. Any time spent by an employee in submitting to testing under this policy shall be considered time worked for purposes of calculating wages and benefits. Employees who do not immediately submit to the above-required tests are subject to discipline, including discharge.

Section 3. Medication

If an employee is taking medication and has reason to know of side effects that may affect the employee's ability to safely and competently perform his or her job duties, the employee shall notify his/her supervisor prior to reporting to work with the medication in his or her system. If the employee is already at work and is aware that they are experiencing side effects from the lawful use of prescription medication that interfere with the employee's performance or safety, they should immediately inform their immediate supervisor. In doing so, the employee should not disclose the name of the medication or the underlying medical condition. HAYC may require medical verification that the employee can safely and competently perform his or her job duties before the employee is allowed to continue working.

Section 4. Property Searches

If there is reasonable suspicion to believe that an employee is in possession of drugs or alcohol on HAYC property or during working time, as described in the Policy, any personal item (lunch bags, packages, backpacks, etc.) that the Authority reasonably believes may contain such drugs or alcohol is subject to search. In the event an employee refuses to permit such a limited search, the Authority will not force the search. The employee will, however, be subject to discipline for insubordination. Likewise, all HAYC property including desks, equipment, vehicles, etc. will remain the property of the HAYC and will likewise be subject to search if there is reasonable suspicion that the desk, vehicle, item, etc. being searched contains drugs or alcohol. In addition, HAYC property is subject

to general access by coworkers, supervisors and managers. This policy is not intended to restrict such access.

When feasible, searches will be conducted by two supervisory or management employees. The Executive Director or his/her designee must approve all such searches of employee property in advance.

The clothing or body of an employee will not be forcibly searched, nor will any employee be subject to discipline for refusal of such a search. Reasonable efforts will be made to respect an employee's integrity and privacy in carrying out searches. All illegal drugs or drug paraphernalia found in or on HAYC property will be released to the appropriate law enforcement agency.

Section 5. Safeguards

HAYC recognizes the sensitivity of enforcement of this policy, and will use qualified medical personnel at certified laboratories. HAYC will also provide training to supervisors and managers who will administer this policy. Drug and alcohol testing shall be administered through a saliva/mouth swab testing.

The detectable presence of any drug which is illegal under state or federal law or of alcohol in an applicant or employee's system will constitute a "positive" test if the results meet or exceed the Drug and Alcohol Screening Detection Limit Table found in this article. If the testing laboratory determines that the sample has been unintentionally diluted through consumption of liquids, a second sample will be collected the same day.

Following a positive drug test result, a licensed physician called a medical review officer (MRO) reviews the employee's results and gives the employee a chance to discuss them before he or she notifies HAYC. It is in the employee's best interest to cooperate with the MRO. The MRO may inform HAYC of a positive result if:

- The employee expressly refuses to discuss the test;
- After unsuccessfully attempting to reach the employee, the MRO asks a HAYC representative to tell the employee to contact the MRO, but the employee does not respond within five days of getting the message; or
- The MRO discussed the test with the employee and finds no acceptable medical reason for the presence of drugs in his or her system.

An employee who tests positive for alcohol or drugs in violation of this policy may be suspended immediately, and may be offered a referral to an assessment program. If the assessment indicates that the employee is a likely candidate for treatment and rehabilitation, HAYC may allow the employee to maintain employment by entering into and completing a treatment program (including any follow-up recommendations) approved by HAYC. The employee must also sign a "performance agreement."

Failure to accept the referral, to enter into and complete an approved treatment program (including any follow-up recommendations), or to sign or adhere to the commitments in the performance agreement may result in termination.

Those who wish to challenge a positive test result are required to notify his/her supervisor of their challenge in writing as soon as possible, but no later than 10 days after notification of the test result.

Test results and other information concerning the enforcement of this policy will be treated confidentially and released only when HAYC feels there is a need-to-know or as required by law.

Section 6. Rehabilitation

Employees who are experiencing a substance abuse problem related to alcohol and/or drugs or feel they may be experiencing such problems, are encouraged to contact their supervisor for information regarding rehabilitation assistance. Although HAYC will support treatment efforts for employees who voluntarily seek assistance for a substance abuse problem, it is up to each employee to pursue treatment before the employee violates this policy or other workplace policies (such as attendance or performance policies), or engages in conduct that justifies disciplinary action in HAYC's determination.

When an employee voluntarily reports a substance abuse problem and seeks assistance before engaging in conduct that justifies discharge or other discipline in HAYC's determination, the employee will be placed on a leave of absence as needed for rehabilitation treatment.

The time an employee is off work undergoing rehabilitation is paid through PTO time, if any. If PTO time is not available, the time off would be unpaid. An employee who has been on a leave of absence to undergo rehabilitation will not be permitted to return to work until a competent medical authority or rehabilitation program approved by HAYC certifies that the employee has complied with all terms of treatment and has the problem under control.

When an employee seeks assistance for a substance abuse problem after engaging in conduct that violates this policy or another workplace policy, HAYC may, in its discretion, allow the employee to sign a Rehabilitation and Return to Work agreement in lieu of discharge or discipline. The employee, at his/her own expense, must comply with all of the conditions set forth in the Rehabilitation and Return to Work Agreement, including the following:

- The employee must submit to evaluation for substance abuse and immediately enroll in, and successfully complete, an inpatient or outpatient rehabilitation program as recommended by counselor(s) approved by HAYC.
- The employee must comply with all conditions of treatment, aftercare and follow-up counseling recommended by the rehabilitation counselor(s).
- The employee must give HAYC permission to communicate with the employee's treatment counselor(s) to verify compliance.
- The employee must immediately notify HAYC after completion of the treatment program.
- The employee must agree to appropriate return-to-duty and individualized suspicionless testing as required by law and/or determined appropriate by HAYC for a period of 12 months after returning to work.

- The employee must strictly comply with HAYC's Substance Abuse Policy, as it may be amended from time to time.

DRUG AND ALCOHOL SCREENING DETECTION LIMIT TABLE

Drug	Screening Detection Limit	Screening Method	Confirmation Limit	Confirmation Method
Amphetamines	1000 ng/ml	EMIT/ABUSCREEN	500 ng/ml	GC/MS
Barbiturates Oxazepam Chlordiazepoxide Diazepam	300 ng/ml 3000 ng/ml 2000 ng/ml	EMIT/ABUSCREEN	200 ng/ml	GC/MS
Cocaine Metab	300 ng/ml	EMIT/ABUSCREEN	150 ng/ml	GC/MS
Methadone	3000 ng/ml	EMIT/ABUSCREEN	100 ng/ml	GC/MS
Methaqualone	300 ng/ml	EMIT/ABUSCREEN	300 ng/ml	GC/MS
Opiates Morphine Codeine	300 ng/ml 1000 ng/ml	EMIT/ABUSCREEN	300 ng/ml	GC/MS
PCP (Phencyclidine)	25 ng/ml	EMIT/ABUSCREEN	25 ng/ml	GC/MS
THC (Marijuana) Employment Treatment	100 ng/ml 20 ng/ml	EMIT/ABUSCREEN EMIT/ABUSCREEN	15 ng/ml 5 ng/ml	GC/MS GC/MS
Propoxyphene	300 ng/ml	EMIT/ABUSCREEN	100 ng/ml	GC/MS
Ethanol (Alcohol)	0.03 g/dl	ADH	0.03 g/dl	GC

ARTICLE 19 - GENERAL PROVISIONS

Section 1. Position Descriptions

Individual position descriptions will be given to the employee upon assuming the position. Upon request, the supervisor will review with the employee any special concerns relative to the employee's job description, duties, and priorities. With prior notice, the employee may have a shop steward present when meeting with the supervisor.

Section 2. Bulletin Board

The Employer will maintain bulletin board(s) or space on existing bulletin boards currently provided to the Union for Union communication. The boards or space provided should measure at least 24 inches by 36 inches. In bargaining units where no bulletin boards or space on existing bulletin boards has been provided, the Employer will supply the Union with a board or space.

Section 3. Union Activity During Work Hours

The Union, its bargaining unit members, and its agents will conduct all Union business on non-work time, except as provided in the Grievance Procedure, and except as mutually agreed.

Section 4. New Positions

The Housing Authority shall give the Union notice when they create a new bargaining unit position that is not listed in Appendix "A" of this Agreement. The Housing Authority and the Union shall bargain a wage for any newly created position not listed in the Appendix of this Agreement.

Section 5. Reclassification

Employees may, upon request to HAYC, review job descriptions. If an employee has reason to believe that the duties of the employee's job are substantially different from the classification description, and such duties are permanent in nature, the employee may submit a request of reclassification to their supervisor. The employee shall have the responsibility for providing justification for the employee's request. It is preferred that the employee submit the request for reclassification early in the annual budget process. Should the reclassification request be denied the reason(s) for denial shall be put in writing and presented to the employee. The employee shall have the right to appeal a denied request directly to the Labor/Management Committee. The Committee may also consider situations which arise outside of the annual budget cycle under unforeseen circumstances.

Section 6. Open Positions

Notice of all job openings within the Housing Authority shall be sent via email to all users and posted on a bulletin board for a period of seven (7) business days prior to external posting. The single exception is the position of Resident Manager position which may be posted internally and externally simultaneously. An extension of time for the receiving of applications will be published by way of the email and bulletin board and extended to all employees. The open position shall be offered to all classifications simultaneously so as to give everyone the same

opportunity. Such notice shall include a statement of the qualifications required for the position by the Housing Authority. Upon request, an employee denied transfer or promotion will be provided the reasons for such denial, in writing. Specific training or education needs will be discussed and planned at annual employee evaluations.

Section 7. Travel Expenses

The Housing Authority will reimburse for travel expenses based on the most recent board-approved travel and vehicle policy. The policy in effect at the signing of this agreement shall remain in effect during the life of the agreement except through mutual agreement for modification.

Section 8. Training, Certifications, Licenses and Professional Memberships

The Housing Authority will pay for all professional training, memberships, certifications or licenses required of the employee by the Housing Authority. The Housing Authority will not withhold training, memberships, licenses or certifications unreasonably, and will remain consistent with general industry standards for each position as determined by management. Management will consider requests by employees to cross train in other HAYC job duties and may approve those requests unless a bona-fide operational need prohibits granting of the request. If denied, Management agrees to reassess the request periodically.

Section 9. Parking

The Executive Director will assign parking spaces in the following order:

- A. Vehicles deemed necessary for the operation of the Authority.
- B. Remaining spaces by seniority if there are insufficient spaces for employees to park.

Section 10. Successor Clause

This Agreement shall be binding upon the parties and shall be binding upon any successor by assignment, merger, consolidation, transfer or otherwise of either party.

ARTICLE 20 - SAVINGS CLAUSE

Should any section or portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific section or portion thereof, directly specified in the decision. All other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement. Upon request of either party, negotiations will be reopened as to the invalidated provision. Any agreement reached will be reduced to writing.

ARTICLE 21 - SAFETY

The Employer acknowledges an obligation to provide a safe and healthy environment for its employees. Likewise, the Union recognizes an obligation on behalf of employees to conform to established safety rules and regulations, and that failure to conform to such rules and regulations shall be subject to disciplinary action which may include discharge.

It is further understood that employees have an obligation not to perform an unsafe act which may cause injury to the employee or another. Employees shall suffer no disciplinary action as a result of refusing to perform such unsafe act.

The Union will encourage their members to work in a safe manner. To that end, a safety committee shall consist of at least four (4) members--- one (1) management designee and three (3) non-management staff. Members shall represent all functions and /or areas. The Union will select non-management members. Such committee will make recommendations to the Executive Director or his designated representative. The function of this committee will be advisory only. The committee shall meet once a month with minutes of the meeting prepared by the secretary and a copy thereof furnished to the Union. Members' terms shall be for a continuous term of at least one year. Members will serve on the committee until they resign or are replaced by a new member. Terms must be alternated or staggered so that at least one (1) experienced member is always serving on the committee.

A representative of the Union may be present on any safety inspection conducted under the auspices of the State Workers' Compensation Board or its successor. The Union may request to be present at any related closing conference.

ARTICLE 22 - SUBCONTRACTING

The Housing Authority shall have the right to subcontract so long as bargaining unit members shall not be laid off and shall not suffer a decrease in hourly wages, lose benefits, seniority, or promotional opportunities. The Housing Authority agrees to meet with representatives of AFSCME to discuss the effects of any decision relating to some change it may make and implement in the method of doing Housing Authority business and in providing management services to its residents. It is recognized that such meetings with AFSCME shall take place both before and after actual implementation of the change.

ARTICLE 23 – RESIDENT/MAINTENANCE MANAGERS

Resident Managers and Maintenance Managers are bargaining unit employees who are scheduled to work at least 20 hours per week and are hired to provide on-site management and maintenance of properties owned or managed by the HAYC.

1. Compensation:

A. Resident/Maintenance Managers are expected to flex their schedules when job duties are performed outside of their normal working hours.

B. The Housing Authority will pay for utility costs for the office, either directly or by reimbursement.

2. Termination:

Upon termination of a Resident Manager or Resident Maintenance Manager, removal from the unit will be in accordance with Tenant/Landlord Law unless extreme circumstances merit early eviction for the safety of residents or property. The Housing Authority may take immediate possession of the office upon or prior to termination.

ARTICLE 24 - LABOR/MANAGEMENT COMMITTEE

Purpose:

In order to facilitate communication between the parties and to promote cooperative Employer and Employee relations the parties agree to form a joint labor/management committee which shall meet one time monthly to discuss matters of mutual concern.

Section 1 Composition

The committee shall be composed of equal numbers of members appointed by the union and by management. This number may vary from time to time.

Others may be invited to provide information or act as advisors.

Section 2 Meetings

Meetings shall occur one time monthly and all staff participating in the meeting shall be on paid status. Meetings may be cancelled by mutual agreement if there are no items listed on the agenda prior to the meeting.

Section 3 Authority of the Committee

The labor/management Committee shall have no power to change or modify any provisions of this agreement. Grievances will not be a topic of discussion at these meetings.

Section 4 Training

Labor/management training shall be provided to all participants of the committee by the Employer at no cost.

Section 5 Specific Topics for Discussion

- Retirement --- this committee shall explore what other agencies are doing in the area of retirement.
- Review job reclassification appeals.
- Committees in General --- this committee shall encourage employee participation on HAYC committees.
- Cost reduction/Revenue increasing ideas

ARTICLE 25 - INCLEMENT WEATHER

We recognize that inclement weather conditions such as snow and ice can, from time to time, cause problems getting to and from work. An employee who determines that he/she cannot safely reach the assigned place of work because of adverse weather conditions, or determines that he/she must leave work early for the same reason, must immediately notify the supervisor or Executive Director and may use any flex time or PTO available to cover any lost work.

Section 1. Office Closure

On rare occasions, management will decide to close the office. If you are home or out of the office and need to find out if the office is closed you should call the sick line phone number and listen to the voice message. The message will provide information on office closure. If you reach the normal voice mail message, that means that the main office has not been closed and we are operating under normal office hours.

The Authority shall have the discretion of closing the office in the event of inclement weather. In the event of an office closure employees shall not have to use PTO and will not suffer loss of pay if the following applies:

- Inclement weather hours will apply to those regularly scheduled to work – does not include those already out on pre-approved PTO or those on a regularly scheduled day off.
- Resident apartment managers and resident maintenance managers will remain responsible for work at their site insofar as it doesn't involve travel away from their residential HAYC property.
- Employees will be paid for only the actual pre-approved hours scheduled.
- Early office closures shall only apply to those on duty at the time of the closure.

Section 2. Essential Employees

The Employer will designate certain employees as “essential” at the time of being hired or with forty five (45) days advanced notice to the employees. Essential employees will be expected to report to work as soon as possible during an inclement weather or natural disaster event. The Employer will publish the list of essential employees at least once a year. Essential employees required to stay and work during an Employer closure, will receive double time pay for work performed after the Employer has closed the offices.

ARTICLE 26 – TERMINATION

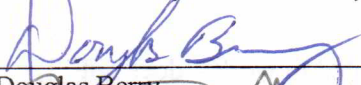
Section 1.

This Agreement shall be effective September 1, 2015, and shall remain in full force and effect through August 31, 2018, when it shall terminate. Either party may notify the other in writing on or after January 1, 2018 of its intent to open negotiations for a successor agreement.

Section 2.


The provisions included in this Agreement shall be inclusive and binding upon the Housing Authority and the Union during the life of this Agreement and neither party shall be entitled to bargain in any respect to any matter that is covered by this Agreement. However, the parties may, by mutual agreement, negotiate over items of mutual concern during the life of this Agreement.

**FOR AMERICAN FEDERATION OF
STATE, COUNTY & MUNICIPAL
EMPLOYEES, COUNCIL 75, Local 3964:**



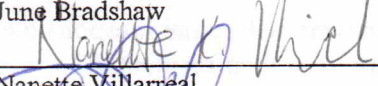
Douglas Berry

11-09-2015
Date



June Bradshaw

11-9-2015
Date



Nanette Villarreal


11/12/2015
Date



Stacy Chamberlain, Council Representative

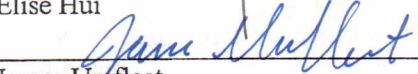
11/2/15
Date

**FOR THE HOUSING AUTHORITY OF
YAMHILL COUNTY:**



Elise Hui

11/16/15
Date



James Umfleet

11-12-15
Date

HOUSING AUTHORITY OF YAMHILL COUNTY
SALARY SCHEDULE
EFFECTIVE 9/1/2015

COLA = 1.5%

	<u>P</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>7</u>	<u>8</u>
<u>REPRESENTED:</u>									
Accounting Assistant I	2,581 2,543	2,710 2,670	2,846 2,804	2,988 2,944	3,137 3,091	3,294 3,246	3,459 3,408	3,632 3,578	3,705 3,650
Accounting Assistant II	2,923 2,880	3,069 3,024	3,222 3,175	3,383 3,334	3,552 3,501	3,730 3,676	3,917 3,860	4,113 4,053	4,195 4,134
Administrative Assistant	2,244 2,211	2,356 2,322	2,474 2,438	2,598 2,560	2,728 2,688	2,864 2,822	3,007 2,963	3,157 3,111	3,220 3,173
Apartment Manager	2,383 2,348	2,502 2,465	2,627 2,588	2,758 2,717	2,896 2,853	3,041 2,996	3,193 3,146	3,353 3,303	3,420 3,369
Programs Assistant	2,581 2,543	2,710 2,670	2,846 2,804	2,988 2,944	3,137 3,091	3,294 3,246	3,459 3,408	3,632 3,578	3,705 3,650
Housing Rehabilitation Specialist II	3,253 3,205	3,416 3,365	3,587 3,533	3,766 3,710	3,954 3,896	4,152 4,091	4,360 4,296	4,578 4,511	4,670 4,601
Housing Resource Center Coordinator	3,303 3,254	3,468 3,417	3,641 3,588	3,823 3,767	4,014 3,955	4,215 4,153	4,426 4,361	4,647 4,579	4,740 4,671
Housing Specialist	3,005 2,961	3,155 3,109	3,313 3,264	3,479 3,427	3,653 3,598	3,836 3,778	4,028 3,967	4,229 4,165	4,314 4,248
Maintenance Laborer	2,268 2,234	2,381 2,346	2,500 2,463	2,625 2,586	2,756 2,715	2,894 2,851	3,039 2,994	3,191 3,144	3,255 3,207
Maintenance Mechanic I	2,471 2,434	2,595 2,556	2,725 2,684	2,861 2,818	3,004 2,959	3,154 3,107	3,312 3,262	3,478 3,425	3,548 3,494
Maintenance Mechanic II	3,098 3,052	3,253 3,205	3,416 3,365	3,587 3,533	3,766 3,710	3,954 3,896	4,152 4,091	4,360 4,296	4,447 4,382
Renovation Specialist	3,118 3,072	3,274 3,226	3,438 3,387	3,610 3,556	3,791 3,734	3,981 3,921	4,180 4,117	4,389 4,323	4,477 4,409

Bottom line is pre-COLA, top line is post-COLA.

HOUSING AUTHORITY OF YAMHILL COUNTY
SALARY SCHEDULE
EFFECTIVE 1/1/2016

COLA = 1.5%

	P	1	2	3	4	5	6	7
<u>REPRESENTED:</u>								
Accounting Assistant I	2,710 2,670	2,846 2,804	2,988 2,944	3,137 3,091	3,294 3,246	3,459 3,408	3,632 3,578	3,705 3,650
Accounting Assistant II	3,069 3,024	3,222 3,175	3,383 3,334	3,552 3,501	3,730 3,676	3,917 3,860	4,113 4,053	4,195 4,134
Administrative Assistant	2,600 2,562	2,730 2,690	2,867 2,825	3,010 2,966	3,161 3,114	3,319 3,270	3,485 3,434	3,555 3,503
Apartment Manager	2,600 2,562	2,730 2,690	2,867 2,825	3,010 2,966	3,161 3,114	3,319 3,270	3,485 3,434	3,555 3,503
Programs Assistant	2,710 2,670	2,846 2,804	2,988 2,944	3,137 3,091	3,294 3,246	3,459 3,408	3,632 3,578	3,705 3,650
Housing Rehabilitation Specialist II	3,415 3,365	3,586 3,533	3,765 3,710	3,953 3,896	4,151 4,091	4,359 4,296	4,577 4,511	4,669 4,601
Housing Resource Center Coordinator	3,468 3,417	3,641 3,588	3,823 3,767	4,014 3,955	4,215 4,153	4,426 4,361	4,647 4,579	4,740 4,671
Housing Specialist	3,156 3,109	3,314 3,264	3,480 3,427	3,654 3,598	3,837 3,778	4,029 3,967	4,230 4,165	4,315 4,248
Maintenance Laborer	2,600 2,562	2,730 2,690	2,867 2,825	3,010 2,966	3,161 3,114	3,319 3,270	3,485 3,434	3,555 3,503
Maintenance Mechanic I	2,600 2,562	2,730 2,690	2,867 2,825	3,010 2,966	3,161 3,114	3,319 3,270	3,485 3,434	3,555 3,503
Maintenance Mechanic II	3,253 3,205	3,416 3,365	3,587 3,533	3,766 3,710	3,954 3,896	4,152 4,091	4,360 4,296	4,447 4,382
Renovation Specialist	3,274 3,226	3,438 3,387	3,610 3,556	3,791 3,734	3,981 3,921	4,180 4,117	4,389 4,323	4,477 4,409

Bottom line is pre-COLA, top line is post-COLA.