

**2016-2018**  
**AGREEMENT BETWEEN**



**and**

**CLACKAMAS COUNTY**  
**EMPLOYEES' ASSOCIATION**

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2016-2018 AGREEMENT

between

THE HOUSING AUTHORITY OF THE COUNTY OF CLACKAMAS

and

CLACKAMAS COUNTY EMPLOYEES' ASSOCIATION

**PREAMBLE**

This agreement is entered into by the Housing Authority of the County of Clackamas, Oregon, hereinafter referred to as the Authority, and the Employees' Association of Clackamas County, hereinafter referred to as the Association.

The parties agree as follows:

**ARTICLE 1 - RECOGNITION**

The Authority recognizes the Association as the exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all employees except temporary employees (those hired for a period not to exceed 1462.5 hours for employees in positions normally worked 37.5 hours per week on a full time equivalent or 1560 for employees in positions normally worked 40 hours per week on a full time equivalent in a twelve month period from their original date of hire and every twelve months thereafter, part-time employees (regularly working a schedule of less than 18.75 hours a week for 37.5-hour schedules and 19.75 hours a week for 40-hour schedules), department heads, employees who are covered by other collective bargaining agreements, and employees who because of their supervisory or confidential status do not have statutory bargaining rights. Confidential and supervisory positions which no longer perform statutory duties that exempt the position from the bargaining unit shall be covered by the terms and conditions of this agreement effective upon the termination of such duties.

The Authority and the Association further agree to recognize the Association as the bargaining agent for employees not now covered by this agreement or any other agreements upon a showing of interest of fifty percent (50%) plus one of the effected group of employees, provided, however, this would not include temporary employees hired through an agency, craft employees hired for six (6) month's or less or resident manager positions in the Housing Authority.

**ARTICLE 2 - PRESERVATION OF PUBLIC RIGHTS**

The Association recognizes that an area of responsibility must be reserved to the Authority if the Authority management is to effectively serve the public. Therefore, the Authority shall have the full and complete right to manage and direct its business and it is recognized that

the following responsibilities of management are exclusively functions to be exercised by the Authority and are not subject to negotiations insofar as this right does not affect the meaning, interpretation or application of any other terms of this Agreement:

1. The determination of the services to be rendered to the citizens of the County.
2. The determination of the Authority's financial, budgetary and accounting procedures.
3. The management and direction of the work force, including but not limited to, the right to determine the methods, processes and manner of performing work; the right to hire, promote, transfer within the same pay range and retain employees; the right to discipline or discharge for proper cause; the right to lay off for lack of funds; the right to abolish positions or reorganize the departments or division; the right to determine schedules of work; the right to contract or subcontract any work, provided, however, that prior to entering into a contract or subcontract for service which would directly eliminate more than one full-time bargaining unit position, the Association will be given, in writing, at least sixty (60) days notice. The Association will be afforded, at their request, an opportunity to meet and receive relevant information, an opportunity to present its position to the Housing Authority Board of Directors prior to Board action related to such contracting or subcontracting and the right to bargain the impact, not the decision. However, in a reorganization, an expenditure reduction of less than ten percent (10%) would not be considered "contracting out". However, the Board of Housing Authority Commissioners retains full authority to let contracts as they believe to be appropriate. The Authority, in exercise of the above mentioned functions, will not discriminate against any employee because of his membership in the Association.
4. The right to implement health and safety rules which affect the clients and employees.
5. The parties recognize that change is ongoing, rapid and accelerating and that employee involvement in formulating proposals often leads to improved decision-making. The Association agrees to allow management to ask/assign its members to various task forces, work groups or committees. Recommendations that affect working conditions are subject to all the requirements of the PECBA.

### **ARTICLE 3 - MERIT SYSTEM**

#### **1. Probationary Period.**

All employees covered by this Agreement shall serve a probationary period as follows:

- (a) All employees in maintenance classifications shall serve a probationary period of six months;
- (b) All employees in non-maintenance classifications shall serve a probationary period of one year.

During the probationary period, an employee may be dismissed for any reason deemed appropriate by the H3S Director, or designee, without right of appeal. Notification of such

dismissal, in writing, shall be served on the probationary employee and a copy filed in the personnel file. An employee serving a probationary period after a promotion may be returned to his former position if the H3S Director, or designee, feels the employee is incapable of or unsuitable for, fulfilling the new duties after a reasonable period of time and the position is still vacant. If the employee's former position is no longer vacant, the employee will be laid off from Authority employment and provided recall to their former classification subject to Article 15, subsection 6.

## **2. Merit Raises.**

- (a) Prior to July 1, 2013 employees who are in ranges with multiple steps, who have successfully completed a full six months of employment and receive a satisfactory or better performance evaluation shall receive an increase to the next step, which most closely approximates a five percent (5%) increase, on the first day of the month following the end of the full six-month employment period. Subsequent merit increases shall be granted yearly thereafter until the employee has reached the top of the salary range, unless the employee receives an unsatisfactory work performance evaluation.

After July 1, 2013, employees who have successfully completed a full six months of employment and receive a satisfactory or better performance evaluation shall receive an increase of 3.5%, on the first day of the month following the end of the full six-month employment period. Subsequent merit increases shall be granted yearly thereafter until the employee has reached the top of the salary range, unless the employee receives an unsatisfactory work performance evaluation.

- (b) Prior to July 1, 2013, employees shall be eligible for subsequent merit increases annually on the employee's merit anniversary date until the employee has reached the top of the salary range. If an employee receives a satisfactory or better performance evaluation or does not receive an evaluation within two (2) months of their annual evaluation date, the employee shall receive a merit increase to the next step, retroactive to the employee's merit date.

After July 1, 2013, employees shall be eligible for subsequent merit increases of 3.5% annually on the employee's merit anniversary date until the employee has reached the top of the salary range. If an employee receives a satisfactory or better performance evaluation or does not receive an evaluation within two (2) months of their annual evaluation date, the employee shall receive a merit increase to the next step, retroactive to the employee's merit date.

- (c) Effective July 1, 2013, salary grades will no longer identify steps/pay rates. Salary grades will identify a pay range to include a minimum pay rate, (previously Step 1), midpoint pay rate and a maximum pay rate (previously Step 6.) Employees' classification, salary grades, and pay rates will not change.

### **3. *Reclassification.***

If an employee's position is reclassified to a higher level and the employee meets the minimum qualifications of the position, the employee will not be required to compete for the position and will be placed in the new range with a five percent (5%) increase over the employee's current salary or the minimum of the range, whichever is greater.

### **4. *Promotions.***

It is the policy of the Housing Authority to provide promotional opportunities whenever possible to qualified personnel of the Housing Authority. The hiring and promotion of personnel shall be based on knowledge, skills and abilities.

### **5. *Exceptional Increase.***

The Authority may grant an exceptional increase for an employee when:

- (a) The employee's performance is outstanding in relation to other employees in the same department.
- (b) The employee's outstanding performance is documented according to an approved appraisal program.
- (c) Funds for such "special" increases are budgeted.
- (d) At least six (6) months have passed since the last increase or promotion.

## **ARTICLE 4 - HOURS OF WORK**

### **1. *Regular Hours - Administrative Staff.***

The regular hours of work each day shall be consecutive except for interruptions for the lunch period, and as may be required for emergencies.

### **2. *Regular Hours - Maintenance Staff.***

The regular hours of work each day shall be consecutive except for interruptions for the lunch period, and as may be required for emergencies.

### **3. *Work Week.***

The work week shall consist of five (5) consecutive seven and one-half (7.5) hour days (eight (8) hour days for maintenance), Monday through Friday inclusive, except as may be required for emergencies or meetings or modified by Article 4, Section 5.

### **4. *Rest Periods.***

All employees' work schedules shall provide for a rest period of fifteen (15) minutes during each one-half (1/2) of the seven and one-half (7.5) hour shift (eight (8) hour shift for maintenance). A minimum of one-half (1/2) hour or a maximum of one (1) hour lunch break shall be taken at the approximate mid-point of the shift.

**5. Four Day Work Week.**

If requested by the employee and consistent with the needs of the Authority, provisions may be made for a four (4) day work week.

- (a) Hours of Work. The work week shall consist of four (4) consecutive days. The first three shall be nine and one-half (9.5) hour days and the fourth shall be a nine (9) hour day for 37.5 hour employees or four ten (10) hour days for 40 hour employees, unless otherwise agreed by both the employee and supervisor. However, once a schedule is agreed upon, it shall be adhered to unless further agreed to a permanent change by both the employee and supervisor.
- (b) Weekend Holidays. Whenever a holiday shall fall on the first of the three (3) days not included in the employee's regularly scheduled work week, the preceding day in his/her regular work week shall be observed as a holiday. Whenever a holiday shall fall on the second or third of the three (3) days not included in the employee's regularly scheduled work week, the following day in his/her regular work week shall be observed as a holiday.
- (c) Sick Leave - Hours Charged. Employees shall be charged for sick leave in an amount equal to the time they are absent from work.
- (d) Vacation Leave - Hours Charged. Employees shall be charged for vacation leave in an amount equal to the time they are absent from work.
- (e) Overtime. One and one-half (1.5) times the employees regular hourly rate of pay shall be paid for work under any of the following conditions but compensation shall not be paid twice for the same hours:
  - 1. All authorized work performed in excess of nine (9), nine and one-half (9.5) or ten (10 maintenance) hours in any work day;
  - 2. All authorized work performed in excess of thirty-seven and one-half (37.5) hours (forty [40] for maintenance) in any work week;
  - 3. All authorized work performed on the fifth, sixth, or seventh day of the work week.  
If agreed to by an administrative employee and his supervisor, compensatory leave in the amount of time and one-half (1.5) may be taken in lieu of pay for overtime. Such leave shall not accrue beyond forty (40) hours. This option is not available to maintenance employees.
- (f) Holidays. Employees with an 80 hour per pay period schedule shall be paid ten (10) hours per day for the holiday. Employees with a 75 hour per pay period schedule shall be paid nine and one half (9.5) hours per day for holidays.

**6. Flexible Scheduling.**

All employees covered by this Agreement shall be eligible for the following provisions:

The Housing Authority and the Association recognize that in order to adequately serve the public, the employee and supervisor may agree to a flexible schedule, provided that: the agreed upon schedule is consistent with the needs of the Housing Authority; the schedule does not establish a work day that is less than four (4) hours nor more than (10) hours; and the schedule does not establish a work week in excess of 40 hours. Nothing in this Article shall be construed to supersede the right of management to determine schedules as provided in Article 2-3.

(a) Work Day and Work Week. Within the parameters outlined above, the work week and the work day may be defined by mutual agreement between the employee and supervisor. Examples are, but are not limited to:

- Four (4) consecutive days of ten (10) hours each (40-hour work week);
- Four (4) consecutive days of nine (9) hours each, followed by one day of four (4) hours (40-hour work week).
- Four (4) consecutive days of ten (10) hours each, followed by three consecutive days off, followed by one day of ten (10) hours, one day of nine (9) hours, one day of eight (8) hours, one day of seven (7) hours and one day of six (6) hours, followed by two consecutive days off (80-hour work period).
- Four (4) consecutive days of ten (10) hours each, followed by three consecutive days off, followed by two (2) days of eight hours each, one (1) day of nine (9) hours and one(1) day of ten (10) hours, followed by three consecutive days off (75-hour work period).
- Four (4) consecutive days of nine (9) hours each, followed by three (3) consecutive days off, followed by five (5) consecutive days totaling thirty-nine (39) hours, followed by two (2) consecutive days off (a modification of the 9-75 schedule);
- Three (3) consecutive days of nine and one-half (9.5) hours, followed by one day of nine (9) hours (37.5-hour work week).
- One (1) week of four (4) nine (9) hour days and one day of eight hours; and one (1) week of four (4) nine (9) hour days, with Friday off

	<u>A.</u>	<u>B.</u>	<u>C.</u>
<u>Base:</u>	<u>4 day 40 hour</u>	<u>4 day 37.5hour</u>	<u>5 day 40 hour</u>
<u>OT:</u>	<u>10 hours a day</u> <b>OR</b> <u>40 hours/week</u>	<u>10 hours a day</u> <b>OR</b> <u>37.5 hours/week</u>	<u>8 hours a day</u> <b>OR</b> <u>40 hours/week</u>
<u>Holiday:</u>	<u>10/hours</u>	<u>9.5/hours</u>	<u>8/hours</u>

	<u>D.</u>	<u>E.</u>
<u>Base:</u>	<u>5 day 37.5 hour</u>	<u>4 day 9 hour +</u> <u>1 day 8 hour</u> <b>THEN</b> <u>4 day 9 hour</u>
<u>OT:</u>	<u>7.5 hours a day</u> <b>OR</b> <u>37.5 hours/week</u>	<u>9 hours a day</u> <b>OR</b> <u>80 hours /pay period</u>

<u>Holiday:</u>	<u>7.5/hours</u>	<u>Holiday:</u>	<u>9/hours</u>
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(b) Flexible Work Shift

Supervisors may request employees to flex their daily work schedule to meet workload demands. Employees may also request to flex their daily work hours for personal reasons. The purpose of this flexibility is to allow employees, with the prior approval of management, the ability to adjust hours of a work shift. Such schedule changes could be more or less than the minimum or maximum hours discussed in Flexible Scheduling. It is understood that such agreements will not create an overtime liability for the Authority unless previously authorized in advance by the supervisor.

(c) Overtime.

Overtime must have prior approval of a supervisor. One and one-half (1.5) times the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours:

1. All authorized work in excess of 7.5 hours for employees on a 37.5 hour 5 day work week, 8 hours for employees on a 40 hour 5 day work week, 9 hours for an employee on the 9-80 work schedule, or 10 hours for employees on a 4 day work week, in a work day shall be compensated at the overtime rate.
2. All authorized work in excess of thirty-seven and a half (37 ½) hours in a work week shall be compensated at the overtime rate, or forty (40) hours for an employee on a forty (40) hour work week or 80 hours in a two-week pay period for employees on the 9-80 work schedule.
3. All hours worked on the employee's days off will be compensated at the overtime rate.
4. Compensatory time in lieu of overtime up to a maximum accrual of forty (40) hours may be accrued in lieu of pay for overtime if agreed to by the employee and the Executive Director. This option is not available to maintenance employees.
5. For employees working a 9-80 work schedule, overtime shall be paid if an employee works more than nine (9) hours in a day or eighty (80) hours in a pay period.

(d) Rest Periods. The normal provisions apply for regular shifts of 7.5 to 10 hours. For shifts of 7 hours or less, breaks shall be provided after each work period of approximately two hours (lunch is considered a break for purposes of legally mandated rest periods).

**7. On-Call Duty/Maintenance.**

(a) The parties agree to the following on-call duty requirements for maintenance employees:

1. The use of an answering service to receive and screen all after-hours calls for service.

2. There shall be a maintained labor pool of a minimum of three (3) employees for on-call purposes. Such pool shall be voluntary and employees will not receive any compensation for volunteering to be in the labor pool.
3. When an employee is called out to perform duties after work hours, he/she shall receive a minimum of two hours' pay at time and one-half. When a Maintenance Assistant is performing Maintenance Specialist or higher work during a call out, he/she will be paid at the classification level for the work that is being performed.

In the event that an employee receives a call which s/he takes responsibility to handle for the Authority which does not result in a call-out, the employee will receive one hour straight time pay for such calls. Should the employee receive an additional call within the hour that does not necessitate a call-out, the employee would not be eligible for an additional one-hour stipend.

In the event that an employee receives a call that does result in a call-out, the two-hour provision would apply, and the one-hour provision above would not apply.

If there is a change in call status during the call, the appropriate one or two-hour provision would apply, and the time spent dealing with the call(s) would be included in the total time calculation.

In the event the employee receives a non call-out call and then, within the hour, receives a separate unrelated call which results in a call-out, the employee would then be entitled to a one-hour stipend for the non call-out call plus a two hour stipend for the call-out.

- (b) Should the on-call maintenance labor pool arrangement from section 7(a) fail to provide adequate customer service from the Maintenance Pool within twelve (12) hours of the emergency call, the Asset Manager, at his/her discretion, may activate the following procedure:
1. A Maintenance Pool consisting of all qualified personnel will be formed.
  2. The roster will indicate which employee is responsible for each week of the year.
  3. Rostered personnel shall not perform on-call more than one week in a row.
  4. The maintenance pool is to update this plan on a quarterly basis (minimum).
  5. The assigned employee on-call shall three (3) hours straight time for time spent on-call during the week and three (3) hours straight time for time spent on-call during the weekend.
  6. Time and one-half will be paid for any service calls performed after their scheduled shift.
  7. Employees called to work before or after normal work hours and which requires the employee to travel to and from work in addition to their normal daily travel, will be paid for such travel time as hours worked. Employees called out to work will also receive mileage reimbursement at the current Authority reimbursement rate for travel from the employee's home to work

and return to home.

**8. Regular Duties Outside Normal Workday/Weeks.**

If an employee's job description specifically or implicitly requires attendance at activities evening or weekends, such attendance shall be deemed normal working hours. Such flexible scheduling shall be done by the employee with supervisory approval. To accomplish this, hours in excess of seven and one-half (7.5) per workday may be approved. The work week will start Saturday at 12:01 a.m. and will cease Friday at midnight. This section specifically references but is not limited to the positions of Tenant Services Coordinator and Technical Coordinator.

**9. Outside Employment.**

An employee may not engage in any outside employment which presents a conflict of interest with the business of the Housing Authority. Additionally, no outside employment can be conducted while on paid work time, including, but not limited to, receiving or returning phone calls or emails on personal devices or Authority-owned equipment. "Outside employment" means any activity that constitutes a payment or trade for goods or services provided or received by an employee.

**10. Training Hours.**

If an employee has elected to attend a training session or conference and has received approval from the supervisor, only the work hours normally scheduled will be compensated. Overtime will not accrue. Training required by the supervisor will be eligible for overtime compensation, including travel time. If the employee can return to work with two (2) hours or more remaining, the employee is required to report to duty.

**11. Employee Reporting Expectations.**

The Authority anticipates needing every available employee to effectively respond to the impact of a declared major emergency or disaster, whether it strikes during normal work hours, at night, on a weekend or a holiday. In a major emergency or disaster, employees should be prepared to report for work at any time and can expect to work non-regular extended hours under challenging conditions. Employees may be asked to temporarily perform work that is not normally in their regular classification; provided however employees will not be required to perform work that they believe is outside their area of experience, beyond their capabilities or that they consider unsafe.

If the major emergency or disaster occurs during non-work hours, employees are expected to ensure the safety and welfare of their families. If the employees are available for work, they should make every effort to contact their supervisor for reporting instructions. Employees can also check the Employee Hotline at 503.655.8568. If unable to establish contact with a department representative, employees should make reasonable effort to report to the Public Service Building (PSB) or other reporting station as identified on the Employee Hotline as soon as practical.

If the major emergency or disaster occurs during work hours, employees are expected to

remain on the job unless specifically released by their supervisor. The Authority will assist the employee, if requested, in checking on the status of immediate family members of on-duty-employees and report that status to the employee.

Employees will be compensated for hours worked as provided in Article 10. Wages, and in addition will also be paid for all hours worked on emergency/disaster.

## ARTICLE 5 - HOLIDAYS

### 1. *Holidays.*

The following days shall be recognized and observed as paid holidays:

- New Year's Day (January 1st)
- Martin Luther King's Birthday (Third Monday in January)
- President's Day (Third Monday in February)
- Memorial Day (Last Monday in May)
- Independence Day (July 4th)
- Labor Day (First Monday in September)
- Veterans' Day (November 11th)
- Thanksgiving Day (Fourth Thursday in November)
- Christmas Day (December 25th)

Every day designated by the Board of Housing Authority Commissioners as a holiday.

The holiday shall be the day recognized by the Board as the holiday and shall be from Midnight to Midnight on that day.

One floating holiday shall be granted to each employee each calendar year. However, if not used by December 31, the holiday will be lost. New employees, who qualify for paid holidays, are eligible for a floating holiday after 90 calendar days of employment. Unbroken service in the same position for the County immediately before the employee receives regular status shall count toward the 90 day requirement.

While on the Four Day Work Week, all employees shall receive ten (10) hours of holiday pay for the floating holiday.

For employees on the four (4) day work week, whenever the holiday falls on a Friday or Saturday, the preceding Thursday shall be observed as a holiday. If the holiday falls in a Sunday, the following Monday shall be observed as a holiday.

Holidays will be paid as follows;

- 1) Employees on a 4 day 37.5 hour work week: 9.5 hours
- 2) Employees on a 5 day 40 hour work week: 8 hours
- 3) Employees on a 5 day 37.5 hour work week: 7.5 hours
- 4) Employees on a 9-80 schedule: 9 hours, other than the Floating Holiday, shall be paid as outlined in the CBA.

5) Employees on a 4 day 40 hour work week: 10 hours

**2. Weekend Holidays.**

If any such holidays fall on Sunday, the succeeding Monday shall be deemed to be the holiday that year. Whenever the holiday shall fall on a Saturday, the preceding Friday shall be the holiday for that year.

**3. Holiday During Leave.**

Should an employee be on approved sick or vacation leave when a holiday occurs, no sick or vacation hours will be charged for that day.

**4. Holiday Work.**

If an employee works on any of the holidays listed above, as approved by the supervisor, he/she shall, in addition to his/her holiday pay, be paid for all hours worked at the rate of time and one-half (1.5) his/her regular rate of pay. The employee may have the option, with the approval of his/her supervisor, of accruing compensatory leave in lieu of the holiday pay, but shall still be paid at the rate of time and one-half (1.5) his/her regular rate of pay for all hours worked.

**5. Less than Full Time Employees Holiday.**

Regular status part-time employees working half-time (18.75 or 20 hours per week) or greater will be paid for holidays on a prorated basis in the month in which the holiday occurs without regard to the work schedule.

**ARTICLE 6 - SICK LEAVE**

**1. Accrual.**

Each employee shall accrue unlimited sick leave at the rate of eight (8) hours for each month worked, to be used in the event of his/her illness or illness of another person in the immediate family (as defined in Article 8, Section (10)).

Absences due to sickness in excess of three (3) consecutive days must be verified by a physician's certificate at the request of the Authority. Appropriate documentation may be required for absence of less than three (3) days if the Authority has reasonable documented suspicion that misuse or abuse of sick leave exists. Reasonable documented suspicion may include, but is not limited to, a pattern of absences or a report that an employee engaged in activities not related to the appropriate use of sick leave. Employees shall make a reasonable effort to schedule doctor's appointments occurring during their work shift at times that will minimize their time away from the office.

Employees in a paid status for any month as outlined below will accrue sick leave for the next month, on the first of that month:

- 1) 88 hours (prorated for FTE status) for a work day of 8 hours or more in a 40 hour work week; or

- 2) 82.5 hours (prorated for FTE status) for a work day of 7.5 hours or more in a 37.5 hour work week.

**2. Conversion to Retirement Benefit.**

Pursuant to ORS 237.153, the Authority shall report all allowable sick leave hours to PERS upon separation from Housing Authority employment.

**3. Vacation Option.**

Employees who are absent on sick leave for a period in excess of their accrued sick leave may use accrued vacation leave to cover such time off provided, however, the Director may deny such request in specific circumstances where an employee has reoccurring short term absences beyond his/her accrual. At the option of the employee, forty (40) hours of vacation may be retained prior to being placed on leave without pay.

Vacation or other paid leaves will not be periodically substituted as a means to continue eligibility for employer paid benefit coverage.

**4. Hours Charged.**

Employees shall be charged for sick leave in an amount equal to the time they are absent from work.

**5. Less than Full Time Employees.**

Regular status, part-time employees working half-time (18.75 or 20 hours per week) or greater will accrue sick leave on a prorated basis.

## **ARTICLE 7 - VACATION LEAVE**

**1. Accrual.**

- A. Employees hired prior to January 1, 2001 who have elected not to participate in the Vacation Sell-Back Program shall accrue vacation as provided in Section A below:

Employees having served in the Authority's regular status service for six (6) consecutive full-calendar months shall be credited with fifty-two and two tenths (52.2) hours of vacation leave, and thereafter, vacation leave shall be accrued in accordance with the following:

- (a) Less than five (5) years of regular service, 104.4 hours per year, accrued at the rate of 8.7 hours per month. Vacation leave not to accumulate beyond 250 hours.
- (b) Five (5) to ten (10) years, but less than ten (10) years of regular service, 128.4 hours per year, accrued at the rate of 10.7 hours per month. Vacation leave not to accumulate beyond 250 hours.
- (c) Ten (10) years to fifteen (15) years, but less than fifteen (15) years of regular service, 152.4 hours per year, accrued at the rate of 12.7 hours per month. Vacation leave not to accumulate beyond 250 hours.
- (d) Fifteen (15) to twenty (20) years, but less than twenty (20) years of regular service, 176.4 hours per year, accrued at the rate of 14.7 hours per month. Vacation leave not to accumulate beyond 250 hours.

- (e) After twenty (20) years of regular service, 200.4 hours per year, accrued at the rate of 16.7 hours per month. Vacation leave not to accumulate beyond 250 hours.

B. All employees hired on or after January 1, 2001 or employees hired prior to January 1, 2001 who have elected to enroll in the Vacation Sell Back program accrue vacation in the following manner:

1. Employees having served in the County service one (1) full-calendar month, shall be credited with twelve (12) hours of vacation leave, and thereafter, vacation leave shall be accrued at the rate of twelve (12) hours vacation leave per month regardless of years of service. Vacation leave not to accumulate beyond 250 hours.
2. Employees who have used at least forty (40) hours of vacation time in a calendar year may elect to sell back 40 hours vacation during that same calendar year. To receive compensation in lieu of time off, the employee must submit a completed Request to Sell Vacation form to Payroll no later than December 31<sup>st</sup> of that calendar year.
3. Employees hired prior to January 1, 2001 may make a one-time election to enroll in the vacation sell back program by submitting a written request to Payroll no later than February 1, 2001. Once enrolled in this program, an employee may not return to his/her previous accrual schedule.

C. Employees in a paid status for any month as outlined below will accrue vacation leave for the next month, on the first of that month:

- 1) 88 hours (prorated for FTE status) for a work day of 8 hours or more in a 40 hour work week; or
- 2) 82.5 hours (prorated for FTE status) for a work day of 7.5 hours or more in a 37.5 hour work week.

## **2. Vacation Times.**

Employees shall be permitted to choose either a split or entire vacation. Whenever possible, consistent with the needs of the Authority and any requirement for vacation relief, employees shall have the right to determine vacation times provided the employee gives reasonable notice of their vacation requests.

Vacation requests submitted more than 90 days in advance will be posted by the requesting employee in a place designated by the department for 10 calendar days before they are approved. Other employees may submit requests for vacation during that same time frame during the 10-day posting period. In the event of more requests than the Authority can allow, vacation time shall be approved on the basis of seniority provided the requests are made during the posting period. Otherwise, requests will be approved on the basis of time of receipt of the written request for time off first. All vacation must be approved by the supervisor with as much written notice as possible given.

Employees may be allowed to use vacation with short-term notice for the purpose of attending school functions of a child, with notice and approval of the employee's supervisor.

**3. Termination or Death.**

After six (6) months of regular status service, upon termination of an employee for any reason, or in the event of death of an employee, all accumulated vacation shall be paid to the employee or his heirs, whichever the case may be.

**4. Hours Charged.**

Each full day of vacation leave taken shall be equal to the work day of the employee. For partial day absences, employees shall be charged for vacation leave in an amount equal to the time they are absent from work.

**5. Less Than Full Time Employees.**

Part-time regular status employees working half-time (18.75 or 20 hours per week) or greater will accrue vacation leave on a prorated basis.

## ARTICLE 8 - OTHER LEAVES

**1. Leave of Absence.**

Leaves of absence without pay for a period, not to exceed ninety (90) days, may be granted for any reasonable purpose, consistent with the needs of the Authority, and such leaves may be renewed or extended for any reasonable period. A leave of absence in excess of ninety (90) days must be approved by the Board of Commissioners. No leave will be granted to an employee to accept other employment. Seniority and credit toward longevity, salary increases, sick leave and vacation will not accrue during such leave except during any month when the employee is in paid status for at least eleven working days. Benefits will not be paid by the Authority during such leave except when the employee is in paid status for at least eleven working days.

**2. Jury Duty.**

Employees shall be granted leave with full pay any time they are required to report for jury duty or jury service, in lieu of jury fees. If an employee is excused or dismissed so as to reasonably be able to report to work with at least two (2) hours of work time left, she/he shall return to work. All jury duty and witness fees, other than mileage reimbursement, shall be surrendered to the Housing Authority. Employees scheduled to work on shifts other than day shift shall be considered to be on day shift for the duration of jury duty.

**3. Educational Leave.**

After completing three (3) years of regular status service, an employee, upon request, may be granted a leave of absence without pay for educational purposes at an accredited school when it is related to his/her employment. The period of such leave of absence shall not exceed one (1) year, but it may be renewed or extended at the request of the employee when necessary.

Such a leave of absence will not be provided more than once in any three (3) year period. Seniority and credit toward longevity, salary increases, sick leave and vacation shall not accrue during such leave, nor will benefits be paid by the Authority, except during any month when the employee is in paid status for at least eleven working days.

**4. Inclement Weather.**

When an employee is excused by his/her supervisor from reporting to work because of inclement weather, the employee will have the option of either making up the missed time with the approval of the supervisor (provided there is no overtime obligation to the Authority), or using vacation, compensatory time, or leave without pay.

**5. Military Leave.**

Employees will be allowed two (2) calendar weeks leave of absence when required to fulfill military obligations in accordance with ORS 402.210 - 407.290.

**6. Parental Leave.**

Parental leave will be granted in accordance with Employment Policy and Practice #9.

**7. Maternity Leave.**

Maternity leave shall be granted in accordance with Employment Policy and Practice #8.

**8. Compassionate Leave.**

Exclusive of regular sick leave, an employee shall be granted not more than three (3) work days leave in the event of a death in the immediate family of the employee, to make household adjustments and/or to attend funeral services. For compassionate leave, stepparents, stepchildren and the children of domestic partners, are included whether or not they live with the employee. The use of compassionate leave must be used within three months of the death of the family member, unless approved otherwise by the appointing authority.

Consistent with the needs of the Housing Authority and as approved by the Housing Authority Director, an employee shall be granted not more than three (3) hours of compassionate leave to attend the funeral or memorial services for a current Housing Authority or Clackamas County employee or retiree.

Compassionate leave may be requested in other appropriate circumstances. A request to use compassionate leave for the death of an individual outside of the immediate family is subject to approval by the Housing Authority Director, who shall also have discretion to limit the length of the leave in such situations.

**9. Family/Medical Leave.**

Family medical leave will be granted in accordance with Employment Policy and Practice #10.

**10. Immediate Family Defined.**

Immediate family is defined as spouse, domestic partner (as defined by the Benefit Review Committee), parents, spouse's parents, domestic partner parents, children, brother, sister, grandparents (of either employee or spouse), grandchildren, sister-in-law and brother-in-law. Stepparents, stepchildren or children of domestic partner residing in the employee's household shall also be included in the definition of immediate family. Sick leave may also be used as approved by the appointing authority, in the event of an illness of a member of the employee's household who lives in the actual home of the employee but who is not included in the relationships outlined above. In relationships other than those set forth above, under exceptional circumstances, such leave may be granted by the Authority upon the request of the employee.

All leaves referenced by this Article shall be authorized by the Housing Authority Director or designee. Such authorization shall be in writing and signed by the Housing Authority Director or designee.

**ARTICLE 9 - HEALTH AND WELFARE**

**1. Medical Coverage.**

The Housing Authority agrees to contribute toward the monthly composite premium for each medical plan for fulltime employees and their eligible family members, effective on the first day of the month following the benefit-waiting period described in Section 11. The design of the medical plans and eligibility of family members shall be determined by the Benefits Review Committee as described in Section 12.

Effective January 1, 2016, the Authority agrees to contribute an amount equivalent to 95% of the monthly composite premium for each medical plan up to a maximum of \$1371.56.

Effective January 1, 2017, the Authority agrees to contribute an amount equivalent to 95% of the monthly composite premium for each medical plan up to a maximum of 105% of the 2016 Authority contribution.\$.

Effective January 1, 2018, the Authority agrees to contribute an amount equivalent to 95% of the monthly composite premium for each medical plan up to a maximum of 105% of the 2017 Authority contribution.

The Authority agrees to pay cash back to employees who provide proof of other medical coverage and who opt out of medical coverage through the Authority. Effective July 1, 2015 the amount of cash back will be \$152per employee per month provided the Association ratifies the 2016-2018 successor agreement by noon on January 8, 2016. This amount shall increase by 5% on January 1, 2016, and by 5% on January 1, 2017, and by 5% on January 1,2018.

The Authority and the union will make plan design changes through the Benefits Review

Committee as may be needed to keep the total annual increase five percent (5.0%) each year or less. In addition, the Benefits Review Committee will make an assertive effort to make plan design changes as may be needed to keep the total annual increase at or below five percent (5%) each year.

**2. Flexible Benefits.**

The Authority agrees to provide a Clackamas County Full Flexible Benefit program to employees who are working in a position regularly scheduled for thirty (30) hours or more per week. Bargaining unit employees agree to cooperate fully with the County's Risk and Benefits Division regarding participation and administration of the program.

**3. Life Insurance.**

The Authority agrees to provide life insurance coverage to fulltime employees, effective on the first day of the month following the benefit-waiting period described in Section 11. The design of the life insurance plan shall be determined by the Benefits Review Committee as described in Section 12.

The Authority agrees to contribute up to the full premium amount for life insurance coverage with a face value of \$50,000.

**4. Dental Insurance.**

The Authority agrees to provide dental coverage to fulltime employees and their eligible family members, effective on the first day of the month following the benefit-waiting period described in Section 11. The design of the dental plans and eligibility of family members shall be determined by the Benefits Review Committee as described in Section 12.

The Authority agrees to contribute up to 100% during this agreement towards the cost of a dental plan. When allowed under a federal and state law, employees may choose to opt out of a dental coverage plan or opt down to a less expensive plan and receive cash back for the difference (less applicable payroll taxes and PERS/OPSRP contributions).

**5. Disability Income Insurance.**

The Authority agrees to provide non-duty disability insurance coverage to fulltime employees, effective on the first day of the month following the benefit waiting period described in Section 11. The design of the disability plan shall be determined by the Benefits Review Committee as described in Section 12.

The Authority agrees to contribute an amount equal to the premium for a Long Term Disability Program for the term of this Agreement. Benefits, including those from other sources, will equal sixty percent (60%) of an employee base salary, including longevity, up to a maximum monthly salary of \$3,333. Employees must serve an elimination period of the first thirty (30) calendar days of each disability period or the exhaustion of accumulated sick leave, whichever occurs later.

**6. Reinstatement from Medical Layoff.**

An employee who is reinstated to employment within six months from medical layoff will have

the benefit waiting period waived. An employee who has continuously participated in COBRA during a medical layoff will have the benefit waiting period waived for up to eighteen (18) months.

#### **7. *Workers' Compensation.***

All Authority employees shall be insured under the provisions of the Oregon State Workers' Compensation Act for injuries and illnesses as defined in the Act. Both parties agree to the principle that the employee shall suffer no financial disadvantage, nor shall the employee have a financial advantage by being in disability status. The Authority shall compensate the employee from the compensation carrier for on-the-job injuries where the claim has been accepted in an amount to ensure the injured employee one hundred percent (100%) of his/her normal monthly take-home pay, for up to six (6) full months, subject to the following conditions:

- (a) The day of injury shall be considered a work day and the employee shall receive his/her normal salary for that day.
- (b) In most instances, the waiting period, as described in ORS 656.210, will be charged to sick leave unless total temporary disability exceeds 14 consecutive days. Then, Workers' Compensation covers from the first day.

#### **8. *Full-Time Employees.***

For the purpose of eligibility for benefits, full-time employees are those employees regularly working thirty (30) or more hours per week.

#### **9. *Benefits for Regular Part-Time Employees.***

Regular part-time employees working at least twenty (20) hours per week, shall be entitled to Authority-paid medical insurance as described in Section 1 and shall be entitled to purchase dental insurance as described in Section 4.

#### **10. *Insurance After Termination.***

Health insurance coverage will not be continued for any employee who is in an unpaid status the first working day of the month due to leave, layoff, termination or reduced working hours. Continuation of benefits for employees and their eligible dependents will be administered as determined by COBRA regulations.

#### **11. *Benefits Waiting Period.***

Benefits shall become effective on the first day of the calendar month following two (2) months of continuous employment. Two (2) full calendar months of continuous employment shall be defined as being in a paid status on the first working day of the month and continuously thereafter for two full calendar months, except that an employee may take an approved leave without pay not to exceed ten (10) working days, or eight (8) working days for employees on a four-day work week, or the prorated equivalent for part-time employees.

## **12. Benefits Review Committee.**

A Labor-Management Benefits Review Committee shall have the responsibility for deciding the level, scope, and design of benefit plans offered to employees for medical and vision coverage, dental coverage, and for disability and life insurance. The primary emphasis in plan design shall be to provide a comprehensive, competitive benefit program at a reasonable cost.

The Committee shall be comprised of members from management and from County bargaining units. Each bargaining unit adopting the provision of the Article shall be entitled to appoint one voting member to the Committee for every two hundred (200) members in their bargaining unit with a minimum of one (1) member. It is understood that bargaining units which do not adopt the provisions of this Article will be entitled to appoint one nonvoting member to the Committee. Management membership will consist of voting members in a number equal to the voting bargaining unit membership. However, a bargaining unit or the County may appoint fewer members than it is entitled but retain the same number of votes as described above. The Committee shall meet at least quarterly, or more frequently as required. Decisions of the Committee will be made by a majority of votes.

The Committee shall make plan design decisions for medical, vision, dental, disability, and life insurance plans at least 120 days prior to the beginning of the following plan year, unless the County waives such requirement.

Payment for and funding of benefit plans selected by the Committee shall be in a proportion and manner determined through collective bargaining with each separate bargaining unit.

The County shall provide administrative coordination and support for the Committee. The Committee, at its request, shall be provided all financial information and related reports as may be available.

The County will make decisions on the following issues after consideration of Committee recommendations: carrier selection, third party administrator selection, employee benefits consultant selection, selection of alternate funding arrangements, and other optional benefit programs.

## **13. Job Share.**

- (a) "Job sharing position" means a full-time position that may be held by two individuals on a shared time basis whereby the individuals holding the position work less than full time.
- (b) Job sharing is a voluntary program. An employee who wishes to participate in job sharing may submit a written request to the Appointing Authority to be considered for job share positions. The Appointing Authority shall determine if job sharing is appropriate for a specific position. Determination of job sharing in a new position is the exclusive right of the Appointing Authority.
- (c) Job sharing employees shall accrue vacation leave and sick leave on a prorated share of the normal accrual rate for a full-time position.

- (d) Job sharing employees shall be entitled to share the benefit dollars associated with one full-time position. Job share employees must work a minimum of 18.75 hours per week (half-time) to be eligible for medical, dental and life insurance.

The employer contribution for each job share employee shall be equivalent to one-half of the benefit dollars for medical, dental, and life insurance coverage up to the maximum stated in Sections 1, 3, and 4 of Article ~~9~~X. Medical and dental insurance shall be provided for the employee only. The life insurance benefit shall be equivalent to one-half the face value of the life insurance provided to a full time employee. Each job share employee has the right to obtain medical, dental and life insurance for their eligible dependents by paying the difference of the employer contribution and the applicable premium through payroll deduction. The Housing Authority shall allow payroll deductions on a before tax basis for medical and dental insurance only. Job share employees shall receive holiday pay prorated based on the full time equivalency status. Job share employees shall receive sick and vacation accruals on a prorated basis with regard to the hours worked per month; subject to waiting periods defined in Article ~~6~~V and Article ~~7~~VII.

- (e) For purposes of layoff, individuals filling a job share position which totals a full-time equivalent shall be considered as one full-time equivalent. Seniority for layoff order and bumping as one position shall be determined by averaging the two individual seniority dates and the two individuals treated as one.
- (f) If one job sharing partner is removed, dismissed, resigns or otherwise is separated from the job, the Appointing Authority has the right to determine if job sharing is still appropriate for the position. If the Appointing Authority determines that job sharing is not appropriate for the position or the Appointing Authority is unable to recruit qualified employees for the job share position, the remaining employee shall have the right to assume the position on a full-time basis.

#### **14. Plan Changes Required by Law or Insurance Carrier.**

The County shall act to update any mandated coverage or changes caused by Federal or State laws, rules and regulations, or required of the insurance carriers. The County does not guarantee against unilateral changes in benefits initiated solely by the insurance carriers.

#### **15. Health Reimbursement Account**

The Authority shall provide each employee covered by this agreement the opportunity to enroll in a health reimbursement account (HRA).

The Authority shall pay the account fee up to \$1.50 per account per month for each active employee enrolled in a HRA/VEBA. The participating employee shall be responsible for the third party annualized investment fee.

Participating employees who have used at least forty (40) hours of vacation in the prior twelve (12) months shall have all vacation time up to eighty (80) hours in excess of the annual cap of 250 hours paid into their HRA/VEBA account.

Participating employees shall have all vacation hours over the annual cap paid to their HRA/VEBA account at retirement.

Participating employees who are enrolled in the HRA/VEBA plan as of December 31 of each year shall receive an annual contribution of \$50 paid into their HRA/VEBA account by the second payroll period of January each year.

#### **16. *Deferred Compensation Plan***

Subject to applicable federal regulations, the Authority agrees to provide an employee-paid deferred compensation plan that provides for payments at a future date for services currently rendered by the eligible employee. Each new employee will be enrolled automatically in the Authority's Deferred Compensation program, at the rate of five percent (5%) of their pre-tax wages, unless he or she chooses to opt out of the program or change the rate of the contribution. New employees include newly hired employees, rehired employees, and employees changing employment status from temporary to regular. This provision will become effective no later than 60 days following the final approval of the this agreement by both parties.

### **ARTICLE 10 - WAGES**

#### **1. *Wages and Classification Schedule.***

- (a) After ratification by both parties, employees shall receive a 2.1% cost of living increase effective the first day of the pay period after the ratification date provided the Association ratifies the 2016-2018 successor agreement by noon on January 8, 2016,. In lieu of retroactive pay, employees shall receive a lump sum payment based on an employee's gross pay earnings (base pay, overtime, longevity and incentives) from the beginning of the pay period starting July 4, 2015. The lump sum payment would appear in the paycheck 3 full pay periods after the effective date of the cost of living.

Employees shall be compensated for the fiscal years 2016 – 2017 with a minimum increase of 2% and a maximum of 4.5% cost of living increase and for fiscal year 2017-2018 with a minimum increase of 2% and a maximum increase of 4.5% cost of living increase equal to the percentage increase in the US Consumer Price Index (CPI). The Consumer Price Index (CPI) used in calculating wage adjustments shall be based on the Portland-Salem, OR-WA CPI-W (Urban Wage Earner and Clerical Workers) as reported by the U.S. Department of Labor. The change in the CPI-W is calculated by comparing the six-month period (July through December) of the applicable year's available data to the same six-month period of the previous year.

- (b) When any position not listed on the Wage Schedule is established, which shall be published on the Department of Employee Services website, the Authority shall designate a pay rate for the position and notify the Association. In the event the Association does not agree that the rate is proper, the Association shall have the right to submit the issue as a grievance at Step 4 of the grievance procedure.
- (c) Whenever an administrative employee is assigned in writing by his/her supervisor the duties of a higher paid classification for more than ten (10) consecutive working days, or for more than a total of twenty (20) working days within a calendar year, the employee shall be paid for such work an additional 5% of the base hourly rate added to the employee's regular salary or at the beginning of the range of the higher paid classification, whichever is higher.

For maintenance employees, any work assigned by his/her supervisor done at a higher classification shall result in the employee being paid for such work an additional 5% of the base hourly rate added to the employee's regular salary or at the beginning of the range of the higher paid classification, whichever is higher, for the entire period they perform the approved higher level work.

- (d) Effective July 1, 2013, salary grades will no longer identify steps/pay rates. Salary grades will identify a pay range to include a minimum pay rate, (previously Step 1), midpoint pay rate and a maximum pay rate (previously Step 6.) Employees' classification, salary grades, and pay rates will not change.

## **2. Overtime.**

One and one-half (1.5) times the employee's regular hourly rate of pay shall be paid for work under any of the following conditions (except as modified by Article 4, Section 5 or Section 6), but compensation shall not be paid twice for the same hours:

- (a) All authorized work in any work day performed in excess of the employees work day schedule 7.5, 8 or 10 hours. Also See Article 4 (Hours of Work).
- (b) All authorized work performed in excess of thirty-seven and one-half (37-1/2) hours in any work week (forty [40] for maintenance).
- (c) All authorized work performed on Saturday or Sunday.

If agreed to by an employee and his department or division head, compensatory leave in the amount of time and one-half (1.5) may be accrued in lieu of pay for overtime. Such leave shall not accrue beyond forty (40) hours. This option is not available to maintenance employees.

Notwithstanding the above, an employee and his/her supervisor may agree to flex the employee's schedule to any agreed work hours during the work week. If such flex schedule does not result in the employee working over 37 hours (40 for maintenance) during the week, the employer shall not be required to pay overtime for days during that week in which the employee works beyond 7.5 hours.

- (d) Authorized work includes regular hours performing regular job duties, compensatory time paid, and call-in/stand-by pay.

**3. Longevity.**

Beginning July 1, 1997, employees covered by the bargaining unit shall be eligible for longevity pay as a percentage of gross salary for number of continuous years of regular status Authority/County service in the following amounts based upon accumulation of the established time employed in a paid status.

<u>Years</u>	<u>Percent</u>
5-9	1.0
10-14	1.5
15-19	2.0
20-24	2.5
25-29	3.5
30 +	4.0

Continuous service for the purpose of determining eligibility for longevity accrual rates shall be service unbroken by separation from Authority/County employment that results in a new date of hire. The effective hire date, as of 7/1/97, will not be modified for breaks in service except for those occurring after that date.

The calculation for longevity shall be based on the employee's service date minus thirty days. For example, if the service date is 5/15, for purposes of calculating longevity the date shall be 4/15.

**4. Bilingual Skills Pay.**

When an employee is required to use a second (or more) language, including American Sign Language (ASL), as a condition for holding a particular position, the employee will receive an additional 5% of the base hourly rate to be added to the employee's regular salary. "Required use" shall be documented by an approved Position Classification Questionnaire or "Certification of Bilingual Requirement" Form.

It is not the intent of the parties that the redesignation of a position to "bilingual required" status would be done for the sole purpose of superseding the layoff provisions of this Agreement.

**5. Retirement Contributions.**

PERS eligibility is subject to ORS 238.015. The Housing Authority agrees to pay employee's share of contribution on behalf of employees as set by Oregon legislature.

In the event that during the life of this agreement it becomes impossible for reasons of law, regulation or decisions for the Authority to pay the six percent (6%) employee contribution to PERS, then that sum shall be contributed on behalf of the employee to a retirement benefit, such as a transition account, state retirement account, Authority deferred compensation plan, or other individual retirement account. The intent of the parties is that the employees will be made

whole in terms of the six percent (6%) retirement contribution by the Authority.

**6. U.S. Department of Housing and Urban Development (HUD)**

The parties recognize that during the life of this agreement, job duties and functions may change. Therefore, the parties agree that either has the right, during the life of the agreement, to propose salary changes due to comparability surveys which are required by the U.S. Department of Housing and Urban Development (HUD). Should the parties fail to reach agreement on any such request, the matter may be placed on the bargaining table at the next negotiation period.

**ARTICLE 11 - SETTLEMENT OF DISPUTES**

***Grievance and Arbitration Procedure.***

1. Any grievance or dispute which may arise between the parties involving the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step 1. An Association representative, with or without the employee, may take up the grievance or dispute with the Executive Director within ten (10) working days of its occurrence. The Executive Director and an Association representative, with or without the employee, shall meet within ten (10) working days of the appeal to Step 1 to discuss the grievance. If the grievance remains unresolved, the Executive Director shall respond to the representative within ten (10) working days of such meeting.

Step 2. If the grievance has not been settled, it may be presented in writing by the Association representative to the Health, Housing, and Human Services (H3S) Director within seven (7) working days after the Executive Director's is due. The Executive Director shall respond to the Association representative within seven (7) working days.

Step 3. If the grievance has not been settled, it may be presented to the Board of the Housing Authority or its designee(s) within seven (7) working days after the response of the H3S Director is due. The Board of the Housing Authority or its designee(s) and an Association representative, with or without the employee, shall meet within ten (10) working days of the appeal to Step 3 to discuss the grievance. If the grievance remains unresolved, the Board of Housing Authority or its designee(s) shall respond in writing to the representative within seven (7) working days.

Step 4. If the grievance is still unsettled, either party may request arbitration within ten working (10) days after the reply of the Board of Housing Authority is due, by written notice to the other.

Arbitration. If arbitration is requested, the parties shall forthwith agree upon an

arbitrator who shall act as sole arbitrator of the dispute. The parties agree that any decision of the arbitrator which is within the scope of this Agreement shall be final and binding upon them. In the event that the parties fail to agree upon the selection of an arbitrator, a list of arbitrators shall be requested from the Employment Relations Board of the State of Oregon. The list requested shall consist of an odd number of arbitrators. After the flip of a coin has determined which party shall strike first, each party shall, in turn, strike one arbitrator at a time from the list until one name remains. The arbitrator whose name remains shall act as the arbitrator of the dispute. The arbitrator shall not have the authority to modify, add to, alter or detract from the provisions of this Agreement. The arbitrator shall exercise all powers relating to admissibility of evidence, conduct of the hearing and arbitration procedures, provided that in so doing, he shall not contravene any provisions of this Agreement. The compensation of the arbitrator and all expenses incurred by him shall be borne by the party against whom the arbitrator's decision is adverse. However, the arbitrator shall have the power to require the parties to share in the expense of the arbitration proceeding in any proportion that the arbitrator deems reasonable.

2. "Working days" for the purposed of this article shall be defined as Monday through Thursday excluding holidays recognized and observed by the Board of the Housing Authority.
3. Steps 1 and 2 may be skilled by mutual agreement.
4. The grievance must be submitted on the official Grievance Form as contained in the Appendix A. In the grievance process and arbitration, the Association is limited to the facts and contract violations as stated in the grievance.
5. When the Board of the Housing Authority has denied a grievance and arbitration is requested, the parties must, within one year of the date the Board of of the Housing Authority denies the grievance, select an arbitrator and request a date for the arbitration hearing, or the grievance is considered closed without prejudice to the issues presented by the grievance.
6. The time limits as described herein may be waived by mutual agreement of the parties. This includes paragraph 5 above.
7. The Association Representative shall be allowed reasonable time and opportunity to assist an employee to pursue a grievance or dispute through the steps of the grievance procedure as outlined above. Such time away from work, if on Authority paid time, shall be in compliance with the rules governing conducting Association business as contained in Article 14- Association Rights.
8. When an employee voluntarily separates from Housing Authority employment, all pending grievances filed on behalf of such employee about disciplinary action taken against her/him shall be considered withdrawn with prejudice.

## **ARTICLE 12 - DISCIPLINE AND DISCHARGE**

1. Regular employees may, in good faith for just cause, be subject to disciplinary action by written or oral reprimand, suspension, discharge, or demotion. Such action shall take

effect only after the supervisor gives prior written notice of the action and cause to the regular employee, except in the case of oral or written reprimand. Oral or written reprimands may be given at the initial meeting with the employee regarding discipline, if the Authority has already determined such discipline is warranted after the investigation.

An employee has the right to have union representation at any investigatory interview of the employee which he/she reasonably believes could lead to disciplinary action against him/her. The role of the union representative shall be limited to those as outlined by the Employee Relations Board in Washington County Peace Officers Association vs. Washington County, which are:

- Inquire about the purpose and subject of the meeting;
- Asking clarifying questions;
- Ask clarifying questions at the end of the interview; and
- Suggest any other witnesses; describe other practices or mitigating factors

Performance improvement plans, works plans or other similar performance management tools are not discipline. An employee does not have the right to have a union representative present during meetings regarding a performance improvement plan, work plan, or other similar performance management related tool. Performance Improvement Plans shall not be placed in an employee's personnel file.

Any regular employee who is disciplined (except for oral warnings) will receive a written statement of the charges and allegations that the Authority will rely on to support the decision to discipline. The Association shall be notified that the regular employee has been disciplined and sent a copy of the charge at the time the regular employee is notified unless the regular employee objects.

2. Any regular employee in the bargaining unit who is disciplined in writing, demoted, suspended, or discharged shall have the right to appeal the action through the Grievance Procedure. The Association shall submit such grievance at Step 1 of the procedure not later than ten (10) working days after the effective date of disciplinary action. Working days for the grievance procedure shall be defined as Monday through Thursday excluding holidays recognized and observed by the Authority. The Grievance Procedure shall be the sole and exclusive procedure for the resolution of discipline and discharge disputes.

3. If the Authority has reason to counsel, reprimand or discuss a regular employee's need to correct deficiencies, every reasonable effort will be made to accomplish this in a manner that will not embarrass the regular employee before other employees or the public.

4. When the employer believes there is just cause for discharge, the regular employee and the Association will be notified in writing at the time the action is taken that the regular employee is subject to discharge. Such notification shall state the reasons for which the employee is being discharged. The employer shall provide the regular employee with an opportunity to respond to the charges at an informal pre-dismissal hearing, which may be recorded, with the person or persons having the authority to impose or revoke the disciplinary action. The regular employee shall be entitled to have a representative of their own choosing

at the pre-dismissal hearing for the purpose of providing advice and counsel to the regular employee.

The regular employee may be granted additional time, at the discretion of the employer, to prepare for the pre-dismissal hearing.

### **ARTICLE 13 - FAIR SHARE AGREEMENT**

1. The Authority and the Association agree to a "Fair Share" agreement for all employees whose classifications are included in Article I of this Agreement.
2. Inasmuch as it is required that the Association represent every employee within the bargaining unit, making each employee thus a recipient of the Association's services, it is mutually agreed and recognized by the parties that each employee who, on July 13, 1984, or any date thereafter, is an employee of the Authority and a member of the bargaining unit set forth in Article 14 to which the Association serves as the bargaining agent, but who is not a member and chooses to remain not a member of the Association, shall proportionately and fairly share in the cost of the collective bargaining process. Therefore, the cost per employee is fixed proportionately at the amount of dues uniformly required of each member of the Association of which amount shall be deducted from each Association member and each non-member's compensation and remitted to the Treasury of the Association.
3. Such uniform amounts as the Association Treasurer certifies to the Authority as the dues approved by the members of the Association shall remain as the reasonable amount to be deducted thereunder.
4. A like amount in lieu of dues will be automatically deducted from employees in the bargaining unit who have not signed an authorization form requesting such a deduction. It is understood that the like amount shall only be used as directed by the Association Constitution and Bylaws.
5. Any employee objecting on religious tenets or teaching of a church or religious body of which that employee is a member, will inform the Association of that objection. The employee and Association shall agree on a mutually satisfactory arrangement for a dues equivalent contribution to a non-religious charity.
6. The Authority will not be held liable for check off errors but will make proper adjustments with the Association for errors as soon as is practicable if notified within ten (10) days of the error. In no case shall such an adjustment extend beyond the following pay period. In order for the Association to have adequate information on dues check off, Payroll will, upon request, provide an updated list of employees who have paid union dues.

## ARTICLE 14 - ASSOCIATION RIGHTS

### **1. Access to Workers.**

Authorized representatives of the Association may visit the work locations of employees covered by this agreement at reasonable times, provided that such visitations will not interfere with the work of the employees.

### **2. Notification to Authority.**

The Association shall advise the Authority in writing of the names of all authorized representatives, Association representatives, and officers. Said list shall be updated as necessary.

### **3. Association Negotiators.**

Employees selected by the Association to act as Association representatives for the purpose of negotiating amendments or modifications to this agreement shall be known as the Housing Authority Employees Association Negotiating Committee. The names of employees so designated shall be certified in writing to the Authority by the Association. The Housing Authority and County shall provide release time for three (3) members to attend negotiation sessions as members of the Negotiating Committee. One of the three (3) members may be an employee of the regular CCEA bargaining unit. The Association may also appoint an alternate to attend negotiation sessions on release time if one of the other Negotiation committee members is unable to attend one or more negotiation session(s).

### **4. No Discrimination.**

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, disability or political affiliation. The Association shall share equally with the Authority the responsibility for applying this provision of the Agreement. All reference to employees in this Agreement designate both sexes and, wherever the male gender is used, it shall be construed to include male and female employees. The Authority agrees not to interfere with the rights of employees to become members of the Association and there shall be no discrimination, interference, restraint, or coercion by the Authority, or any Authority representative, against any employee because of Association membership or because of any employee activity in an official capacity on behalf of the Association, or for any other cause. Nothing in this section shall be construed to limit the Authority's right to effectively and efficiently run the Authority's operations.

### **5. Association Business on Authority Paid Time**

Association representatives shall be allowed to conduct the following Association related business on Authority paid time:

- 5.1 Representing an employee in an investigatory interview/meeting (unless the employee objects);
- 5.2 Representing an employee in a pre-disciplinary or disciplinary meeting (unless the employee objects);

- 5.3 Participating in Union Presidents Meeting with County management staff;
- 5.4 Participating in a labor-management meeting with County labor relations staff;
- 5.5 Participating in any other meeting at the request of County management;
- 5.6 During a paid lunch or paid break;
- 5.7 Providing an employee with reasonable assistance with a grievance or dispute pursuant to Article 4 of the collective bargaining agreement.

These guidelines do not relieve the Association representative from the responsibility of arranging for the time away from work with their supervisor, including notifying the supervisor when they are leaving and when they return. The time away cannot unreasonably interfere with the employee's work duties. Arranging time away from work may be done through a request in a discussion with the supervisor or by requesting time away from their duties through the time keeping system.

The Association representative must record any time involved in Association business during paid Authority time on their department's timekeeping system with the exception of approved vacation or compensatory time (and with the exception of lunch or breaks, depending on department policy).

If the Association Representative wishes to engage in other Association business during paid Authority time, other than what is listed above, they should arrange to take vacation or compensatory time with their supervisor consistent with the procedures in the collective bargaining agreement and for the department.

The Association is entitled to have one Authority/County employee representative to attend investigatory, pre-disciplinary, or disciplinary meetings. On occasion, the Association Service Representative may attend such meetings in addition to the Authority/County employee representative or in lieu of the Association representative.

## **ARTICLE 15 - LAYOFF AND RECALL**

### **1. Reason for Layoff / Layoff Order**

In case of a reduction in force, or the elimination of a function, employees shall be laid off within a department in accordance with qualifications to perform the remaining required work without further training. When qualifications, skills and abilities to perform the duties of the position(s) remaining are equal, seniority will prevail.

The Housing Authority Director may request an exception to the order of layoff in writing to the Director of Health, Housing and Human Services when the retention of employees with needed skills or performance abilities are necessary for the efficient operation of the department. Such actions shall be taken only for articulated, job-related reasons and substantiated by written documentation. A position that has been identified as an exception

to layoff cannot be subject to bumping unless an employee can demonstrate they possess the needed skills or performance abilities of the specific excepted position. If an employee believes they are qualified to bump into a position on their bumping list that has been excepted, they may request a review of their skills and experience in writing to the Director of Health, Housing and Human Services. The judgment of the Director of Health, Housing and Human Services shall be final unless such judgment is shown to be arbitrary or capricious.

The Director of Health, Housing and Human Services shall inform the Association in writing when an exception has been requested and a copy of the documentation supporting the request. The Association may timely present any additional information it would like the director to consider.

## **2. Notice of Layoff and Bumping Options**

Employees and Association president shall be given in writing a minimum of 10 working days notice of layoff. Those employees who wish to participate in the bumping process must notify the Authority in writing by 4:00 p.m. of the 5th working day after receiving their notice. Those employees who do not notify the Authority will automatically be placed on layoff status. Within a classification and department, temporary, probationary and other employees who do not have regular status will be laid off before employees with regular status. Employees who have never attained regular status with the Authority and who are laid off, will not be placed on layoff registers and do not have displacement rights.

## **3. Layoff and Bumping Process**

If an employee elects to participate in the bumping process, then he/she has five (5) working days from his/her initial notification of layoff to submit a complete list of his/her qualifications, skills and abilities to the Authority.

If the employee exercises his/her right to bump, the Authority will:

- (1) Provide the employee with a list of all positions in the department at or below the employee's current pay grade with the same or lower seniority date.
- (2) A current seniority list will be provided to the Association president at time of action for all affected classes by the Authority.
- (3) The employee would, through consultation with his/her supervisor, identify those positions that the employee believes he/she is qualified to perform.
- (4) The list of positions so identified will be submitted to the department for bumping consideration. If the Authority finds that the employee is qualified to bump into a position at his/her current grade, that position will be offered to the employee. The bumping process will then end, and the Qualifications Review Committee (QRC) will not be involved.
- (5) If the Authority believes the employee is not qualified to bump into a position at the employee's current grade, the employee will be offered a position (if qualified) in the next lower grade that the employee is qualified to work. The employee does have a right to appeal disagreement about placement at a lower grade to the QRC.

- (6) If an employee bumps into a classification with a lower salary range, the employee's salary will remain the same if it falls within the lower range. If the employee's salary exceeds the top of the lower range the employee will be placed at the top step of the lower range.

#### **4. Qualifications Review Committee**

The QRC will be formed only when an appeal is made. The QRC will be appointed at that time for a particular employee or employees if appropriate. The QRC will not be appointed as a standing committee.

- (a) Upon request, the QRC shall then determine the employee's ability to "bump". The QRC may call upon the supervisor of the position in question or any other person they feel would be appropriate to assist them in understanding the required duties. After the QRC has received the list of qualifications, skills, and abilities from the bumping employee, it shall review positions in the same job area that are less senior and equal to or below the grade level of the bumping employee.
- (b) The QRC shall be a five member committee made up of two Association members recommended by the Association president, two management employees recommended by the Director of Employee Services, and a mutually appointed fifth member selected from current Authority employees. The QRC's decisions shall be based on comparisons with the job description, established qualification, and the ability of the individual to perform the remaining required work without further training. It is understood that the QRC must make their determination on the assumption that the "bumping" employee will be able to perform the duties of the position within ten (10) working days. The QRC's decision shall be final and binding unless a supervisor can demonstrate to the QRC that after fifteen (15) working days the "bumping" employee cannot perform the duties of the position. If such a case can be made, then the "bumped" employee shall be returned to his/her original position.
- (c) Any decisions regarding layoff and recall made by the QRC shall be final and not be subject to arbitration.

#### **5. Layoff Status**

Employees on layoff must notify the Authority in writing as to their present address and telephone number. This notice shall be updated quarterly or when there is any change, whichever is sooner. In addition, the employee shall advise the Authority when he/she is no longer available for recall. Failure to notify terminates any and all relationships with the Authority. Layoff status will automatically terminate after three (3) years.

- (a) Employees shall be recalled to work in accordance with skills and ability to perform the required work as determined by the Authority without loss of seniority or benefits, subject to contract limitations.
- (b) The employee does have a right to appeal disagreement over recall to the QRC.
- (c) Employees shall be recalled from layoff according to their length of service (more senior first, etc.). No new employees shall be hired by the Authority until all employees on layoff status desiring to return to work have been recalled or there are no qualified laid off employees who can fill the position.
- (d) Failure to report within ten (10) working days will terminate any and all relationships

with the Authority.

**6. Seniority**

- (a) Seniority will be terminated when the employee quits employment or is dismissed.
- (b) Seniority shall be prorated for periods of part-time employment based on the employee's FTE (full-time equivalency).
- (c) If an employee leaves a bargaining unit position for another non-bargaining unit position in the County, and then returns to a bargaining unit position, their seniority will only include time spent in a bargaining unit (including time in any County bargaining unit). It will not be the responsibility of the Authority to track this information. Should the Association believe that a particular employee has "non-bargaining unit" work time, the Authority will calculate the employee's bargaining unit seniority only when requested to do so in writing by the Association. Once a calculation is made, then the Association and the employee for which the calculation is made will be notified of the employee's bargaining unit time, which will then be used for determining the employee's layoff and recall seniority.
- (d) For the purpose of computing seniority, all authorized leave shall be considered as time worked. Unauthorized leave includes absences without proper approval and time off suspensions for disciplinary reasons.
- (e) For purposes of bumping into the bargaining unit, seniority is defined as continuous service in the bargaining unit (subject to Section 6a). If an employee has no time in the bargaining unit, the employee cannot bump into the bargaining unit. For all other purposes, including layoff and bumping within the bargaining unit, seniority is defined as length of service with the Authority (subject to Section 6(a), (b), (c) and (d) and Article 20).

**ARTICLE 16 - CLASSIFICATION**

**1. Request for Reclassification.**

An employee may request a position review for proper classification placement when the employee believes that there has been significant change in duties and responsibilities of the position. The request for review shall first go to the employee's supervisor and Appointing Authority for review and comment. The Housing Authority shall forward the request to the County Personnel Division or another outside independent Personnel contractor within 30 days of the initial request. If the Housing Authority does not forward the request within 30 days, the employee may submit the request directly to the Director of Employee Services. The Director of Employee Services will notify the employee within 14 working days of the disposition of the request as provided under the Housing Authority Personnel Policy, Section II, subsection 8.

When a position is reclassified to a classification that carries a higher salary range, if in the opinion of the Executive Director of the Housing Authority, the incumbent employee has been performing the duties of the higher classification for a period of six months, the incumbent employee shall be reclassified to the higher classification. The eligibility for salary increases

changes to the first of the month following six (6) full months from the date of reclassification and thereafter every twelve (12) months of continuous service until maximum of the salary range. If the Executive Director of the Housing Authority finds that the employee has been working out-of-class for a period of 6 months or more and not paid temporary out-of-class pay (TOC)<sup>1</sup>, the determination and reclassification shall justify retroactive pay for six (6) months. Such employee shall not serve a probationary period of six months. If an employee is reclassified and has not been in a temporary out-of-class (TOC) status during the reclassification study, the employee shall serve a six (6) month probationary period beginning on the effective date of reclassification. Employees who are reclassified and have been in a TOC status during the reclassification study shall not serve a probationary period. In cases of reclassification where an employee had been in a TOC status during the reclassification study and whose base rate was at the maximum of their classification's salary grade (topped out), the employee shall receive retroactive TOC adjustments (increases). Such an employee's reclassification increase can be higher than the standard amount (approximately 5%). These TOC adjustments will follow these criteria:

- awarded on the employee's base merit month,
- increases of 5% increments,
- TOC rate will not exceed maximum rate of higher classification's salary grade,
- No TOC adjustment within the first six (6) months of TOC status.

If, however, there are special circumstances that affect completion of a reclassification, the Appointing Authority may authorize retroactive (TOC) pay which exceeds 6 months and is not limited to the current fiscal year.

Under special circumstances, with the agreement of the Executive Director of the Housing Authority, the Director of Employee Services may adjust the effective date of reclassification and may waive all or part of the probationary period.

If an employee disagrees with a classification recommendation, the employee may appeal such disagreement as described in Section 2, below.

## **2. *Classification/Compensation Review Panel.***

The Classification/Compensation Review Panel (CCRP) shall be made up of three members. One member shall be selected by the Employees Association, one member shall be selected by the Department of Employee Services, and the third member shall be mutually appointed from current County or Housing Authority employees, either from management or the bargaining unit. Within ten (10) calendar days from the date the written notice referred to above or notice from the Director of Employee Services denying appeal on a classification recommendation is received, the Association will submit a written request to the Director of Health, Housing and Human Services to have the matter forwarded to the CCRP. The Association and the Housing Authority management staff may present information to the panel in support of their respective positions. The meeting shall take place during regularly scheduled business hours but shall be limited to three (3) hours (two [2] hours for presentation of information and one hour for the panel to deliberate). The CCRP shall review

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<sup>1</sup> Employees working TOC will continue to be eligible for merit step increases if not at the top of their current salary grade. If an employee receives a merit step increase while on TOC, the TOC rate will be increased accordingly.

the reasons for the classification allocation and/or the salary range recommendation and may ask questions of the parties presenting information. Following the collection of information, the panel shall discuss their opinions with the Director of Employee Services. The Director shall consider the opinions of the CCRP when recommending the final salary range recommendation to the Housing Authority Board of Commissioners. The Director of Employee Services shall include in this recommendation a summary of issues raised during the request for review process and the opinions of the panel. The Housing Authority Board of Commissioners, or designee, shall have the final authority for all salary range determinations.

### **ARTICLE 17 - HEALTH AND SAFETY**

1. The Housing Authority shall provide personal safety training and education for all employees.
2. The Housing Authority shall maintain an incident log of all activities perceived by the employee or employer to pose a danger to personal safety. Employees shall submit written incident reports to the Housing Authority.
3. The Housing Authority safety committee shall meet on paid time or during regular working hours.

### **ARTICLE 18 - STAFF DEVELOPMENT**

In order to facilitate staff development and improve employee training opportunities, the Authority will implement a tuition reimbursement policy effective July 1, 1989. This covers job related courses at an educational institution or attendance of job related conferences, workshops or seminars. At the discretion of the Executive Director of the Housing Authority, an employee may be eligible for reimbursement of job-related courses outlined above that relate to the current career path of that employee. The guidelines for this program are as follows:

1. Employees will be reimbursed 100% of tuition costs up to nine quarter hours or six semester hours per fiscal year. Applications will be considered only for full time employees who have completed their probationary period.

Employees who receive training funds from the G.I. Bill or other scholarship programs are not eligible.

Reimbursement is for tuition, costs of conference and seminar fees only and does not include books or other course materials or other fees such as parking.

2. A request for reimbursement must be submitted in writing prior to registration. If the employee does not attend or complete the course or, in the case of a graded course, receive a grade of C or better, the tuition will be repaid by the employee with payroll deduction. If the employee leaves employment within 60 days of course completion, tuition will be repaid by the employee either directly or through deduction of final paycheck.

3. Attendance must be during other than working hours unless the sequences is not available during these hours. If classes are taken during normal working hours, the absences shall be made up hour by hour with the supervisor's authorization.

## **ARTICLE 19 - MISCELLANEOUS**

### **1. *Uniforms.***

The Housing Authority will provide three (3) uniforms, one (1) jacket and required personal protective equipment to every new maintenance employee. A \$200.00 uniform allowance will be issued to each maintenance employee for each July 1 thereafter. The employee will have 60 days to spend this allowance on approved uniforms at a vendor chosen by the Housing Authority. All employees will be responsible for keeping uniforms in fit condition. An employee who works in conditions in which wear and tear on uniforms is more severe, may opt to use a part or all of their uniform allowance to purchase denims, boots, shoes, or coveralls from a different vendor. Any required protective equipment or safety equipment, i.e., rubber boots, overalls, hearing protection, safety glasses, helmets, etc., or required addition of Housing Authority insignia and employee name to uniforms will be provided to the employee at no cost to the employee by the Housing Authority.

### **2. *Change in Working Conditions.***

Matters of employment relations including but not limited to: direct or indirect monetary benefits, hours, vacations, sick leave, grievance procedures and other conditions of employment shall be continued at not less than the level in effect at the time of the signing of this Agreement. The Housing Authority agrees to furnish the Association President copies of all changes in work rules and benefits and matters of employment relations. Any changes in existing employment relations shall first be negotiated with the Association. Whenever any changes to employment relations are established, they shall be posted prominently on all bulletin boards for a period of ten (10) consecutive work days.

### **3. *Travel Pay.***

- (a) An employee shall be paid at the current Housing Authority Travel policy rate per mile for reimbursement of personal auto expense where required in an employee's regular work.
- (b) Subsistence. Meal costs will be reimbursed at actual expenses not exceeding the maximum granted to employees of Housing Authority. Other costs (including ground transportation) will be reimbursed upon receipt and approval by the Executive Director. Or, the employee may request a flat per diem rate not to exceed the maximum allowed for employees of Housing Authority.
- (c) Expense Vouchers and Reimbursement. Whenever travel becomes necessary by employees for and on behalf of the Authority, they shall keep accounts for said travel. An individual travel expense voucher shall be prepared and presented to the Executive

Director either in advance of the travel or for reimbursement of travel expenses. Supporting documentation for prepayment of travel expenses must be submitted to the Executive Director within ten (10) working days of the return of the employee to work. Supporting receipts for the reimbursement of expenses must be submitted to the Executive Director within thirty (30) days of the return of the employee to work.

**4. Use of Authority-Owned Motor Vehicles.**

Use of Authority-owned motor vehicles for other than official purposes shall be prohibited. The Executive Director shall determine whether the nature of an employee's duties require the use of an Authority-owned vehicle between the employee's residence and place of employment. Approval may be revoked at the discretion of the Executive Director, for cause, depending on the needs of the Authority.

**5. Workload**

Workload expectations will be reasonable. No employee will be regularly expected to maintain a job assignment that cannot be reasonably performed in the time allowed for the job assigned.

**6. Employment Policies and Practices.**

The Association will have a chance to review and input on Employment Policies and Practices (EPPs) referenced in the Housing Authority contract prior to implementation.

**7. Limited-Term Appointments.**

Defined as an employee appointed to a position designated by mutual agreement between the Authority and the Association as a "limited term" position. Limited term appointments shall not exceed one consecutive two year period in the same position. Limited term employees are covered by all provisions of this bargaining agreement except they shall have no rights to layoff and recall. The Authority will notify the Association at least fifteen (15) days prior to making any such appointment. If such notification is not given, the employee will not be considered on limited-term appointment.

A current employee may apply for a limited term position. If the employee is selected to fill such position the employee shall be entitled to return to her/his former position and classification when the term expires at an equivalent rate of pay or a step that causes the least reduction in pay within their previous salary grade. The position vacated by the employee shall be backfilled by a limited term position of equivalent time.

**8. Personnel Files.**

- (a) A personnel file shall be maintained for every employee and shall contain complete information pertinent to his/her employment, including dates of employment and pay changes.
- (b) Employees shall have access to their individual personnel file. Upon receipt of an employee's written request to review their file, the Executive Director or his designee will schedule an appointment for the viewing of the file. The Executive Director, the DHS Director and persons specifically directed by the DHS Director shall be the only

persons authorized to view any personnel file other than their own.

- (c) Letters of recommendation for persons seeking employment at the Housing Authority will be destroyed as soon as the position is filled. The subject of such letters will not be allowed to view them.
- (d) To place any information in a personnel file, a copy must be sent to the employee.
- (e) An employee shall have an opportunity to submit written comment on material placed in his/her file by the Housing Authority. This shall be done by sending such comment to the Executive Director with a copy to the employee's supervisor, and a copy to the employee's personnel file.

## **9. *Electronic Mail***

1. Association representatives (those persons holding positions as officers within the Association) may use the County email system to communicate concerning collective bargaining matters.
2. "Collective bargaining matters" means any of the following:
  - (a) Official Association announcements to the Association membership (such as meeting subjects, dates and times);
  - (b) The meaning, interpretation or application of this Agreement;
  - (c) The presentation and adjustment of grievances under Article 21 of this Agreement;
  - (d) Matters directly related to the collective bargaining relationship between the County and the Association.
3. Association members may use the County email system to contact Association 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 meaning, interpretation, or application of this Agreement;
  - (c) To present a grievance regarding the meaning, interpretation or application of this Agreement;
  - (d) to request Association representation in matters concerning the meaning, application or interpretation of this Agreement.
4. It is understood that there is no expectation of confidentiality or privacy concerning communications sent over the County email system, and that the County reserves the right to access and disclose all messages sent over the County email system for any purpose.
5. The County 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 include matters related to support or opposition to candidates or measures in any election (County elections, union candidate elections, or otherwise).

**10. Interview/Testing Time**

The Housing Authority supports advancement and new job opportunities for the employees and will allow three (3) hours on a calendar year basis for an employee to test or to attend job interviews for a different position in Clackamas County or the Housing Authority other than the position currently held by the employee.

**ARTICLE 20 - TRANSFERS**

**1. Interdepartmental Transfers:**

Any Clackamas County Employees' Association member that transfers into a regular position in the Housing Authority shall retain full credit for service in the County in accordance with the Personnel Ordinance.

**2. Intradepartmental Transfers:**

An intradepartmental transfer may be either voluntary or involuntary. An appointing authority may transfer employees within their department without the employee's consent, but must give the employees ten (10) working days notice of this action.

**ARTICLE 21 – PERFORMANCE EVALUATION**

At least once a year, the department director shall review and rate the work performance of each employee using established performance evaluation forms as a basis for the rating. The Director of Health, Housing and Human Services shall receive a copy of the evaluation, which shall be jointly completed by the employee and his/her immediate supervisor.

The parties agree that performance evaluation is not a disciplinary process. Therefore, discussions and/or administration of discipline for performance related issues shall not occur during a performance evaluation meeting. However, any delay or denial of a merit increase is not discipline.

Performance evaluations become a part of the employee's work history and are kept in the employee personnel file. If substantial disagreement exists between the employee and the supervisor's evaluation of the employee's work performance, the employee may submit a statement in writing to the department director stating the reasons for the disagreement in as specific detail as possible. A copy of the statement by the employee must be filed with the Department of Health, Housing, and Human Services. When signing the evaluation form, the employee may add "in disagreement" next to his or his signature.

It is the responsibility of the department director to ensure that the supervisors administer performance evaluations to all of their immediate subordinates within two months of each employee's anniversary date.

**ARTICLE 22 - SAVINGS CLAUSE**

Should any article, section, or portion thereof, 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 article, section or portion thereof, directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section or portion thereof.

**ARTICLE 23 - TERMINATION**

This Agreement shall become effective as of January 1, 2016, except as otherwise agreed (e.g. implementation of WFS) and shall remain in full force and effect through June 30, 2018, or the date of a subsequent agreement, whichever last occurs. This agreement shall be automatically renewed on July 1, 2018 and each year thereafter unless either party shall notify the other in writing not later than January 1, 2018, that it desires to either terminate or modify this agreement. In the event that notification of termination is given, it shall become effective thirty (30) days after the date the notice is received. Negotiations may continue at the request of either party on issues relating to layoff procedures and similar matters.

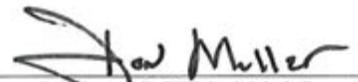
This Agreement may be amended at any time by mutual agreement of the Association and the Authority. Such amendments shall be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hand

this 21<sup>st</sup> day of JANUARY, 2016

FOR THE ASSOCIATION:

  
\_\_\_\_\_  
Bob Escudero, CCEA-HA President

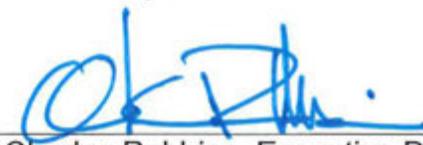
  
\_\_\_\_\_  
Don Miller, CCEA-HA Vice-President

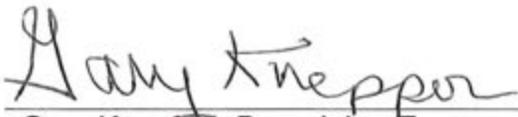
  
\_\_\_\_\_  
Joshua Teigen, Bargaining Team Member

FOR THE AUTHORITY:

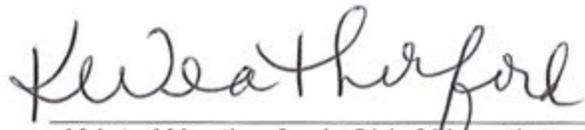
  
\_\_\_\_\_  
Chair, Board of Commissioners for the Housing Authority of Clackamas County

  
\_\_\_\_\_  
Mary Raethke  
Recording Secretary

  
\_\_\_\_\_  
Charles Robbins, Executive Director, Housing Authority



Gary Knepper, Bargaining Team  
Member



Krista Weatherford, Chief Negotiator,  
Housing Authority



Kevin Keaney, CCEA Chief Negotiator



Lindsay White, Bargaining Team  
Member

Addendum 1

While the County is on the Four Day Work Week the terms of the October 2008 Four Day Work Week MOU shall remain in effect.

\_\_\_\_\_  
For Employees' Association

\_\_\_\_\_  
For Clackamas County