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**April 1, 2015 to March 31, 2018**

**Collective Bargaining Agreement**

**between**

**Home Forward**

**and**

**AFSCME Local 3135**

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## HOME FORWARD

### PREAMBLE

This agreement is entered into by and between Home Forward, hereinafter called the Employer, and the American Federation of State, County and Municipal Employees, Local No. 3135, hereinafter called the Union, for the purpose of the promotion of harmonious relations between the Employer and the Union, for the establishment of an equitable and peaceful procedure for the resolution of differences, and to promote the well-being and security of employees.

*The Employer and the Union are committed to The Values of the Employees of Home Forward.*

### ARTICLE 1

#### NONDISCRIMINATION APPLICATION OF THE CONTRACT

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination and harassment, whether based upon race, color, religion, ancestry, national origin, age, marital or veteran status, physical and mental disabilities, on-the-job injuries, sexual orientation, gender identity, source of income, sex or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement. Nothing in this section, however, shall prohibit actions taken because of bona fide job qualifications. [2011]

All reference to employees in this Agreement designate both sexes.

### ARTICLE 2

#### RECOGNITION

2.1 Home Forward recognizes the American Federation of State, County and Municipal Employees, Council 75, Local 3135, hereafter referred to as the Union, as the sole and exclusive collective bargaining representative of all probationary, regular full-time and part-time employees of the employer who work twenty (20) or more hours per week, but shall exclude supervisors, confidential employees and employees represented by other unions.

Supervisors shall be defined in accordance with Oregon Employment Relations Board (ERB) rulings. [2011]

## 2.2 DEFINITION OF TERMS

Probationary Employee. An employee serving a probationary period as a prerequisite to appointment to regular employee status or regular status in a new position. [2008]

Probationary Period. A working trial period during which the employee is evaluated for fitness in the actual performance of required duties. All appointments shall be tentative and dependent upon the demonstration of the employee's capability and suitability of fulfilling the duties of the job. [2008]

The probationary period consists of nine months for new employees. New employees may be terminated at any time if the employee does not satisfactorily fulfill the duties of the job during the probationary period. [2008] [2011]

The probationary period for employees receiving a promotion consists of three (3) months from the appointment date to the new position. If the employee does not satisfactorily fulfill the duties of the job during the probationary period, such employee will be returned to his/her previous job classification. [2008] [2015]

The probationary period for an employee accepting a lateral transfer to a position in the same salary range consists of (3) three months from the appointment date for the new position. If the employee does not satisfactorily fulfill the duties of the job during the probationary period, the employee will be returned to his/her previous job classification. [2015]

If any probationary employee takes a leave of more than two weeks of time during probation, Home Forward will meet with AFSCME and confer to determine if the employee's probation should be extended. [2015]

Regular Employee. A full-time or part-time employee who has successfully passed probation. [2008]

Full-time Employee. An employee whose standard work schedule is at least thirty-two (32) hours per week. [2008]

Part-time Employee. An employee whose standard work schedule is at least twenty (20) hours per week but less than thirty-two (32) hours per week. [2008]

Temporary Employee. Any worker hired outside of the usual hiring process to meet a short-term critical need. A temporary employee will remain in this category for no more than six (6) months. With the union's approval, a temporary appointment may be extended up to an additional six (6) months but will not exceed a year. [2008] [2011]

If a temporary employee is hired to fill a regular position in the same job classification for which the temporary employee was providing temporary services, the temporary employee will serve a six (6) month probation from the date of appointment into the regular position. [2015]

Limited Duration Positions. Any position, full-time or part-time which is limited in duration either due to funding or project time frame. Limited duration employees shall be eligible for all benefits. Limited duration employees shall be AFSCME members. [2011]

Intern Employee. Any employee hired on a short term, temporary, seasonal or project basis for purposes of providing work experience. Intern employees may be paid or unpaid. [2011]

The Employer agrees that intern employees shall not be used to displace regular employees or avoid filling regular employee or limited duration positions. [2011]

Employer Declared Emergency. Emergency as used in this Agreement means an unforeseen circumstance or a combination of circumstances beyond the Employer's control. [2004]

### ARTICLE 3

#### UNION SECURITY

3.1 All employees covered by this Agreement shall, as a condition of employment, within thirty (30) days of becoming an employee, either: (1) become and remain a member of the Union, or (2) pay to the Union their fair share of the cost of negotiating and administering the labor agreement.

If the employee is a member of a church or religious body which has bona fide religious tenets or teachings which prohibit such employee from being a member of or contributing to a labor organization, such employee shall pay an amount of money equal to the regular Union dues and assessment, if any, to a non-religious charity or other charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish written proof to the Union that this has been done.

3.2 Fair share payments authorized by this Article shall be deducted by the Employer and remitted to the Union.

3.3 The Union assumes responsibility for repayment of monies found to be deducted in error by the Employer under this Agreement.

3.4 The Employer shall provide a copy of the current contract to each new employee hired in a job in the AFSCME bargaining unit upon employment.

3.5 The Union agrees to defend, indemnify and hold the Employer harmless against any claims made and any suit instituted against the Employer as a result of any action taken by the Employer pursuant to the provisions of this Article.

#### ARTICLE 4

##### CHECK OFF

4.1 The Employer agrees to deduct from the paycheck of each represented employee who has so authorized it the regular monthly dues required of members of the Union. Fair share payments shall be deducted by the Employer. The amounts deducted shall be transmitted monthly to the Union representing the employees on behalf of the represented employees.

The total amount of money deducted for regular Union dues and fair share payments shall normally be transmitted to the Union within ten (10) calendar days following the month for which the payroll deduction is made.

The performance of these services is at no cost to the Union.

Fair share payment to a non-religious charity or other charitable organization authorized by this Agreement shall be deducted by the Employer and made within the same time limit.

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

All PEOPLE contributions shall be voluntary and may be revoked at any time by giving written notice to the Union and Home Forward. It is expressly understood that PEOPLE contributions are not required as a condition of employment. [2004]

#### ARTICLE 5

##### MANAGEMENT RIGHTS

The Employer shall exercise sole responsibility for the management of the Agency and direction of its work force, except as expressly limited by the terms of this Agreement.

## ARTICLE 6

### HOURS OF WORK

6.1 The normal working hours for full-time employees under this Agreement shall be forty (40) hours per week, eight (8) hours or ten (10) hours per day. However, it is recognized that the Employer's operations may require schedules other than Monday through Friday. Shift work shall be permitted in all classifications, without restrictions, at the discretion of the Employer.

For shifts other than Monday through Friday, the employees will receive two consecutive days off unless, by mutual agreement of the employee and the supervisor, the employee has a standard scheduled shift with less than two consecutive days off. Home Forward will notify the union of these agreements as soon as they are approved. [2015]

For employees assigned to a standard scheduled work week beginning on any day except Monday, the employee's payroll work week will begin on the employee's first scheduled work day of the week and will end one week later. [2015]

Unless it is an emergency situation the Employer will post for bid shift assignments. The Employer will review the bids and if they satisfy the needs of the Employer the bidder(s) will be assigned according to seniority.

If there are no satisfactory bidders the Employer shall select the least senior employee the Employer determines to be qualified by knowledge, skills and abilities.

An employee selected may offer for consideration by the Employer reasons why she/he have a hardship caused by the assignment.

6.2 It is further agreed that Home Forward and the Union may by mutual agreement, initiate a 9/80 work schedule consisting of four (4) consecutive nine (9) hour days, with three (3) consecutive days off and five (5) consecutive workdays consisting of four (4) consecutive nine (9) hour days, and one (1) eight (8) hour day with two (2) days off. [2008]

6.3 It is further agreed that the Employer and the Union may by mutual agreement initiate a workweek consisting of four (4) consecutive ten (10) hour days with three (3) consecutive days off. [2008]

6.4 Although shift times may vary or may be re-established by the Employer, the current shifts shall be defined as any shift which begins within the following periods:



Day	Shift begins between 6:00 AM and 11:59 AM
Second or Swing	Shift begins between 12:00 Noon and 6:59 PM
Third or Nights	Shift begins between 7:00 PM and 5:59 AM

An employee scheduled on the second shift shall receive a forty cents (\$0.40) per hour swing shift differential in addition to his/her regular hourly rate as set forth in Schedule A for all hours worked on the second shift.

An employee scheduled on the third shift shall receive a shift premium of fifty cents (\$0.50) per hour in addition to his/her regular hourly rate as set forth in Schedule A for all hours worked on the third shift. [2011]

In the event the starting or quitting times of any shift schedule is changed by the Employer, the Employee will receive a two (2) week written notice. This does not include emergencies, which will be a twenty-four (24) hour notice, and a Union officer will be notified in writing. [2011]

6.5 The setting of the work schedule by the Employer is not a guarantee of pay for that work scheduled if the time is not worked by the employee. An employee may request a flextime schedule, a 32-hour workweek schedule, four (4) day ten (10) hour workweek schedule, or a job-share schedule, but all such requests must have the employee's supervisor's concurrence.

6.6 Employees shall have the option of one (1) of two (2) break schedules listed below:

Option 1: The employee will have two (2) fifteen (15) minute breaks, one at approximately mid-way in each half (1/2) shift. Lunch periods may be scheduled by the Employer, and will allow the employee 30 minutes off without pay to eat lunch. However, no employee shall be required to begin his/her lunch period sooner than three (3) hours nor later than five (5) hours after the beginning of his/her normal working hours. [2008]

Option 2: The employee may combine their two (2) paid fifteen (15) minute breaks and unpaid thirty (30) minute lunch to take a one (1) hour break approximately half (1/2) way through their shift. This combined break/lunch period may be scheduled by the Employer. [2008]

## ARTICLE 7

### OVERTIME

7.1 Except for the provisions outlined in Article 7.5, 7.6 and 7.9, this Article does not apply to exempt employees as designated in Schedule A. Exempt status is defined by the Fair Labor Standards Act (FLSA). [2004] [2011]

7.2 Overtime shall be compensated at the rate of time and one-half after forty (40) hours worked in any work week, and on the employee's sixth and seventh day of work unless the employee and supervisor have mutually agreed to a standard scheduled work shift that does not allow for two consecutive days off. [2008] [2011] [2015]

Paid holidays will count as hours worked for the purposes of calculating overtime. [2008]

Where the Employer and the employee have agreed to a 4/10 work week, overtime shall be compensated after forty (40) hours in any week. [2008]

Where the Employer and the employee have agreed to a 9/80 work schedule, the FLSA work week shall begin at the midpoint of the employee's scheduled shift on the employee's eight (8) hour day and concludes exactly one week or one hundred sixty-eight (168) hours later. [2011]

Unscheduled overtime resulting from unscheduled absences will be paid as straight time wages until forty (40) hours have been worked within one week.

7.3 Overtime will be distributed as equitably as possible among qualified employees engaged in similar work. [2008]

7.4 Overtime work shall first be offered on a voluntary basis except in cases of emergency operations. In cases where sufficient personnel do not accept the offered overtime on a voluntary basis, personnel will be required to work. Where possible, the Employer will give the employees twenty-four (24) hours' notice when they are scheduled for overtime work.

7.5 Employees shall have the option of pay at the applicable overtime or compensatory time rate. When on an agency-wide basis the Employer has no money to pay overtime, the Employer may request employees work overtime for compensatory time and employees may accept or refuse such overtime. Employees may have a total of eighty (80) hours of compensatory time at any given time. Such time off will be arranged by mutual agreement between the employee and supervisor. Requests for compensatory time will not be unreasonably denied. [2011]

7.6 Employees shall have the option of cashing out up to eighty (80) hours of their compensatory time bank at the end of each fiscal year. [2008]

7.7 Employees shall not be compensated twice for the same hours worked.

7.8 An employee who is required to work more than two (2) hours beyond his/her regular shift shall be allowed a fifteen (15) minute break on the Employer's time, to be taken not later than the expiration of such two (2) hours overtime period. In the event the employee works for more than four (4) hours beyond such two (2) hour overtime period, he/she shall receive a thirty (30) minute lunch period on the Employer's time. [2004]

If the employee working overtime is reasonably expected to return to work after the meal break for a minimum of two (2) hours, the agency will pay \$8.00 for a meal. [2011]

7.9 Employees identified as exempt from overtime under the FLSA may, from time to time, be expected to work additional hours in a work week in order to complete their assigned duties. These employees will earn comp time at the rate of one hour of comp time for each hour of time worked over forty (40) in a work week. [2011]

## ARTICLE 8

### REPORTING PAY/MINIMUM PAY

8.1 Any employee who is scheduled to report for work on his/her regular schedule, and who presents himself/herself as scheduled, but where no work is made available due to hazardous weather or other emergency conditions, shall be excused from duty and paid at his/her regular rate for their regularly scheduled shift unless prior to reporting for work the employee is notified that no work will be required and/or has called his/her supervisor. An employee shall at all times keep the Employer advised of his/her current address, phone number or others means whereby he/she may be reached for purposes of this Article. If the employee is not reachable, through failure to comply with the above, he/she will not be entitled to reporting pay. [2008]

8.2 Scheduling of working hours during hazardous weather conditions and other emergency conditions shall be at the sole discretion of the Employer.

8.3 Employees who attempt to get to work on time but are unavoidably delayed may arrive up to two (2) hours late without penalty.

8.4 Should the Employer choose to close due to inclement weather after employees have arrived for work, employees shall receive full wages for the remainder of their normal shift.

8.5 Should the Employer decide to close due to inclement weather for the entire day, the employees shall be notified by designated media outlets.

8.6 Employees who are unable to report for work because of emergency conditions during hours of operation will have the option to substitute one (1) hour of vacation leave, leave without pay or compensatory time for each hour missed during the hours of operation.

8.7 Employees called back outside their regular working hours shall receive a minimum of two (2) hours pay at time and a half.

8.8 On occasion, there may be circumstances designated by the Employer as "extraordinary". Under these conditions, employees who report to work shall be paid a minimum of two (2) hours. Extraordinary circumstances may include but are not limited to extreme weather conditions, natural disasters, or dangerous situations. [2008]

## ARTICLE 9

### DISCIPLINE AND DISCHARGE

9.1 The Employer agrees to adhere to the principles of progressive discipline and just cause. Disciplinary action may include the following:

- (a) Oral reprimand
- (b) Written reprimand
- (c) Suspension without pay
- (d) Demotion or salary reduction
- (e) Discharge

9.2 If the Employer has reason to reprimand an employee, it shall be done in private and not before other employees or the public. If the Employer has reason to discuss any disciplinary action or the possibility of any disciplinary action, the Employer shall inform the employee of their right to have a Union representative present at any such discussion in accordance with the Weingarten v. State of Illinois ruling. [2004]

9.3 Grievances. The Union may process a grievance arising from any disciplinary action through the procedures established in Article 10 of this Agreement. This Article does not apply to probationary employees.

A grievance arising from a discharge may be filed directly at Step 4 - Executive Director level of the grievance procedure within ten (10) business days (Monday – Friday excluding holidays) of the discharge. [2015]

## ARTICLE 10

### GRIEVANCE PROCEDURE

10.1 "Grievance" as used for purposes of this Article is limited to matters that involve an allegation that the Employer has violated a specific provision of this Agreement, which has not otherwise been excluded from the grievance procedure.

10.2 Any grievance which arises during the term of this Agreement shall be handled as follows:

#### Step 1. Informal

A grievance may be taken up between the employee or the Union and the employee's immediate supervisor within ten (10) business days (Monday – Friday excluding holidays) of its occurrence or the date the employee or the Union should have reasonably known of its occurrence. The employee shall have the right to have a shop steward or local officer present. If no resolution is reached at the first meeting between supervisor and employee, the supervisor shall provide a response within ten (10) business days (Monday – Friday excluding holidays) after receiving the grievance. [2008] [2015]

#### Step 2. Written

The employee and/or Union shall reduce the grievance to writing and submit it within ten (10) business days (Monday – Friday excluding holidays) of the supervisor's Step 1 response. The written grievance shall include: [2015]

- (1) The name and position of the employee by or on whose behalf the grievance is brought;
- (2) The date of the circumstances giving rise to such grievance and the date of the employee's first knowledge thereof, if later;
- (3) A clear and concise statement of the grievance including the relevant facts necessary to a full and objective understanding of the employee's position;
- (4) The specific provision or provisions of this contract alleged to control the proper resolution of this grievance;
- (5) The remedy or relief sought by the employee; and
- (6) The signature of the person submitting the grievance on behalf of the employee and such person's name and position if other than the aggrieved employee.

The supervisor shall respond in writing within ten (10) business days (Monday – Friday excluding holidays). [2015]

#### Step 3.

If more than one employee files a grievance on exactly the same issue or if the parties are unable to resolve the grievance at Step 2, the Union will have the right to submit the written grievance to the next level of supervision within ten (10) business days (Monday – Friday excluding holidays) of the time the Union received the Step 2 response. The

next level supervisor shall respond in writing within ten (10) business days (Monday – Friday excluding holidays) after receiving the grievance. [2015]

Step 4A.

If the parties are unable to resolve the grievance at Step 3, the Union will have the right to submit the written grievance to the Executive Director or his/her designee within ten (10) working days of the time the Step 3 response was received by Union. The Executive Director, or his/her designee, shall immediately investigate the grievance and shall respond within ten (10) business days (Monday – Friday excluding holidays). [2015]

Step 4B.

If the grievance is not resolved at Step 3, the parties may agree to use the mediation process as an attempt to resolve the grievance. Both parties must mutually agree to use mediation, jointly select the person to serve as mediator, and must equally share the expense. Neither party may require that any grievance be sent to mediation. Mediation shall not be considered a step in the grievance procedure. An agreement to use mediation shall suspend the time limits governing the remaining steps of the Grievance procedure. If mediation is not successful, and the parties proceed to arbitration, notes and testimony from mediation will not be used in the arbitration.

Step 5.

If the parties are unable to resolve the grievance on the basis of the foregoing procedure, the Union may, within ten (10) business days (Monday – Friday excluding holidays) of receipt of the reply from the Executive Director, or his/her designee, notify the Employer of the Union's intent to submit the matter to binding arbitration and simultaneously apply directly to the Oregon Mediation and Conciliation Service for a panel of seven (7) arbitrators. Each party will then alternately strike one (1) name from the list, with the Union having the first strike, until only one (1) name remains. The remaining name shall be the arbitrator. [2015]

10.3 A settlement of any grievance under the foregoing grievance procedure above shall be final and binding upon the Employer, the Union, and the employee or employees involved.

10.4 Should the Employer fail to respond to the grievance within the specified time limits, the grievance shall automatically advance to the next step. Failure by the employee and/or the Union to comply with the specified time limits shall constitute abandonment of the grievance. Time periods may be extended by mutual agreement of the parties. [2011]

10.5 A grievance arising from a discharge action shall be directly filed at Step 4 of the grievance procedure within ten (10) business days (Monday – Friday excluding holidays) of the discharge. [2015]

10.6 The arbitrator may interpret the Agreement and apply it to the particular case submitted, but he/she shall, however, have no authority to add to, subtract from, or in any way modify the terms of this Agreement, nor shall he/she have any authority to limit or change any policies, practices or rules of the Employer not in conflict with the specific terms of this Agreement; nor shall he/she have any authority to formulate or add any new policies or rules nor substitute his/her discretion for that of the Employer. The arbitrator shall have no authority to rule on any claim arising under or in connection with the health and welfare or insurance program nor decide any issue of law raised by the contract. The arbitrator shall not establish a wage scale; wage scales will be negotiated between the Union and the Employer as established by this Agreement.

10.7 At the time of the arbitration hearing either party shall have the right to examine and cross-examine witnesses and a written record of the proceedings may be made upon request of either or both parties. If both parties desire copies of the written record, each shall pay for the copies ordered. All other expenses related to the preparation of the written record, including the cost of the arbitrator's copy and the fees and expenses of the reporter, shall be shared equally by the parties.

10.8 The expense of the arbitrator shall be borne by the non-prevailing party; the Employer and the Union shall assume individual liability for the cost of their respective witnesses. [2011]

## ARTICLE 11

### SENIORITY

Seniority shall be determined as the length of continuous service within a classification, starting from the date of regular appointment to the classification. An employee will not lose classification seniority in previously held classifications as a result of accepting a regular, temporary or limited term appointment to another classification. [2008]

Continuous service shall be broken and accrued seniority canceled, by resignation, dismissal, retirement or voluntary demotion except as otherwise provided in the Employee Handbook. [2008]

Employees electing voluntary demotion into a lower classification cannot displace employees in the lower job classification. If an employee elects a voluntary demotion, seniority, unless otherwise established, is accrued from the date of regular appointment to the lower classification. The election of a voluntary demotion into a lower classification shall cancel the employee's seniority entitlement in the higher classification. If the employee is reinstated back into the higher classification, the employee's seniority shall be adjusted to include previous time in the higher classification.

Seniority shall continue to accrue during approved leaves of absence. Seniority will be adjusted for leaves of absence in excess of thirty (30) days unless said leaves have been designated as OFLA and/or FMLA leaves by the Human Resources Department. [2008]

If a regular employee has a break in service for voluntary or medical reasons and returns to employment within twelve (12) months of the break in service, all previous seniority shall be restored less the amount of the break in service. In addition, the agency shall restore the employee's sick leave balance up to a maximum of six-(6) month's accrual. [2008] [2011]

Laid off employees shall continue to accrue seniority for up to two (2) years following the date of layoff. Seniority will only continue to accrue however, if the laid off employee's name remains on the Recall List.

In the event of a reclassification resulting in a regular appointment into a new classification, the employee's seniority, unless otherwise established, shall be determined as the length of continuous service within the new classification, starting from the date of appointment to the new classification.

In the event two (2) employees have the exact same amount of seniority by classification a tiebreaker will be employed. The tiebreaker will be the total length of service to the agency. The employee with the longest length of service with Home Forward, including service as a Home Forward temporary employee, will be most senior. If a tie remains, seniority will be determined by a random draw. [2008]

Part-time employees shall accrue seniority on the basis of their standard hours of designation in their classification. Part-time employees shall not bump regular full-time employees. Part-time employees may bump other part-time employees in inverse order of seniority within job classification. [2004]

In the event the need arises to establish an employee's or group of employees' seniority in a classification due to restructuring, reorganization, reclassification of positions or a comprehensive compensation study, the Employer agrees to meet with the union. [2008]

## ARTICLE 12

### LAYOFFS, RECALL AND REASSIGNMENT

12.1 Seniority within classification will be established according to the guidelines in Article 11. [2008]



## 12.2 Reductions in Force and Bumping Sequence.

If a reduction in force is anticipated, possible alternatives to a Reduction in Force shall be discussed with the union before notice was given. Notification of a Reduction in Force shall be given to the Union and the employees affected to the greatest extent possible, upon finalization of the decision to eliminate a position. [2013]

In the event an employee's position, including a limited-term position held by a Regular employee, is eliminated, an employee shall be permitted to bump as follows: providing the employee is qualified to perform the work and meets the knowledge, skills and ability requirements for the position, an employee may bump into a vacancy in the same classification; if none, then: [2013]

(a) provided the affected employee has greater seniority; into the position held by the least senior person within the employee's current classification; if none, then;

(b) at the full-time employee's option into a part-time or job share position in the employee's current classification, in the bumping sequence as defined above; if not; then;

(c) into previous classifications in inverse chronological order, where the employee held regular status in the bumping sequence as defined above.

(d) newly hired employees without seniority in a previously held classification that are hired into limited term positions cannot bump employees in non-limited term or regularly funded positions. [2008]

(e) into other comparable, vacant, lateral or lower classifications for which they meet the knowledge, skills and ability requirements as determined by management. [2013]

If an employee opts for a voluntary layoff, the employee shall have the right to consult with the Union before accepting the voluntary layoff. [2013]

12.3 A part-time or job share employee shall have bumping rights as described above except that a part-time or job share employee shall not displace a full-time employee.

12.4 In conjunction with a Reduction in Force, layoff, bumping and reassignment scenarios shall be discussed with AFSCME representatives. [2013]

12.5 Home Forward shall re-employ laid off employees or employees reassigned into comparable or lower classifications on a strict seniority basis for the classification from which the employee was laid off or reassigned. [2008] [2013]

## 12.6 Recall Eligible List

(a) For a period of two (2) years following the date of voluntary or involuntary layoff or reassignment, the employee's name will be maintained on a recall eligible list. The names on the recall eligible list shall be in order of seniority, except for employees who have taken voluntary layoff will be placed after employees who have been

involuntarily laid off. If a current or former employee so requests, his/her name shall be removed from the list. Laid off employees must notify the Employer quarterly of their availability for work and the job classification they will accept, or be dropped from the list. [2013]

(b) Persons named on the recall eligible list shall promptly inform the Executive Director or his/her designated representative of any change of address. Names shall be dropped from this list if a letter mailed to his/her last known address recorded with the Employer is returned unclaimed. [2013]

12.7 Recall to employment shall be made in the order that names appear on the seniority recall eligible list. Employees shall have the option of turning down two (2) offers for reemployment in the classification from which the employee was laid off or reassigned. After the two (2) rejections of reemployment, the employee's name shall be dropped from the recall eligible list. Persons not responding within five (5) working days or reporting to work within fourteen (14) days of written notice of recall shall also be dropped from the recall eligible list. [2013]

12.8 In a reduction in force, an employee who moves into another job title will retain his/her pay rate pursuant to the provisions of Article 13.6 of this Agreement. [2004]

## ARTICLE 13

### JOB BIDDING, TRANSFER, PROMOTION, RECLASSIFICATION AND NEW CLASSIFICATIONS

13.1 For purposes of this Article, members of the Bargaining Unit who have completed their probationary period will be eligible to apply during the five (5) day internal posting period. [2011]

It is the desire of Home Forward to provide ladders and lattices of career development for the long-term success of the Agency. When regular full-time, part-time or limited duration openings occur in any job classification covered by this Agreement, the Employer shall post the vacant job for bid. The bid shall state the job title, the duties, the rate of pay and the shift involved. The bid will remain posted for a minimum of five (5) working days. At the end of the internal recruiting, the applications for internal bidders will be screened. If internal bidders are qualified, they will be interviewed. If two internal bidders are equally qualified, the job goes to the senior employee with the Agency. If one of the internal bidders is successful, the job bidding shall close. [2008] [2013]

Where management determines that a vacancy exists for a job title that works at multiple job sites, the job bid will include the work location during the internal recruitment in addition to the job title, duties, rate of pay and shift involved. Requests for lateral transfer in accordance with Section 13.5, shall be accepted. In addition to the

qualification criteria mentioned in Section 13.5 requests for lateral transfer shall be evaluated based on seniority. [2011] [2013]

If at the end of the recruitment period it is determined that there are no qualified internal bidders, the job will be posted externally. Internal bidders will be allowed to submit their application during the entire recruitment period. If an external bidder is equally qualified with an internal bidder, the job goes to the internal bidder. [2008]

If the Employer wants to recruit internally and externally concurrently, it will so notify the Union. If the Union does not agree, then the five (5) day internal posting rule will apply.

If an internal bidder is not offered the position, the bidder may request the reasons for the denial and guidance on achieving the necessary requirements. The authorized Union representative may verbally request the reasons for the Employer's decision with respect to qualification and ability from the authorized Employer representative and may try to verbally persuade the Employer representative to change his/her decision. The Employer's decision regarding job bidding shall be subject to review under the grievance procedure, but not beyond Step 4 (Executive Director). Except as provided in Article 13.6, the Employer shall be under no obligation to train an employee who is not presently qualified for a particular job to become qualified for that job or to provide a trial period prior to the hire date beyond the usual probationary period.

Internal applicants for any position who are awarded the position, shall begin the new position as soon as operationally possible. [2013]

13.2 The Employer has the right to create new job classifications, job titles, and wage rates for the new classifications. The Employer will provide the Union with a written notice of the creation of a new job classification, which the Employer believes to be included in the bargaining unit and the wage rate assigned thereto.

If the Union wishes to negotiate the above noted wage rate, it will notify the Employer of such desire in writing not later than thirty (30) days of the receipt of the notice by the Employer. [2011]

13.3 In order to maintain an even flow of production, it may become necessary for Management to switch employees from one job title to another on a limited basis, not to exceed ninety (90) continuous days, unless the assignment is to replace an employee on an approved leave. Seniority will be taken into consideration when limited duration promotions are offered.

If the Employer decides the job assignment is to become regular full-time, the job will be subject to the bidding procedure. The fact that an employee has temporarily worked on a job will not guarantee that person's regular full-time assignment to the job.

13.4 In response to changes in workloads and/or staff shortages, or where there is a compelling business reason, Management may laterally transfer employees within the same job classification from one work location to another. The Employer's decision regarding lateral transfers and temporary job class assignments shall be subject to review under the grievance procedure. Arbitration resulting from an alleged violation of this Article shall be exempt for Section 10.8 (requiring the cost of the arbitrator to be borne by the non-prevailing party). [2011]

13.5 An employee may request a lateral transfer to another position or work location or work shift. The request should be in writing to Human Resources and shall consist of an email requesting the transfer and submitting the on-line application information. An employee shall be permitted to transfer providing the employee is qualified to perform the work and meets the knowledge, skills and ability requirements for the position. The request will be evaluated in conjunction with the ability of management to accommodate the request. Employees will not be transferred to another position if it will displace an employee unless the other employee agrees. If two or more internal bidders are equally qualified, the job goes to the senior employee in the job classification. [2011] [2013]

When an employee accepts a lateral transfer to a position in the same salary range, the employee will: maintain their current salary; receive a seniority date for the new job classification; and fulfill a new probationary period (three months from the appointment date for the new position) in accordance with Article 2.2. [2008] [2011] [2015]

13.6 Compensation for Changes in Classification. If in the opinion of the Executive Director or designee, an employee or an employee job title has an increased or decrease in scope, complexity, responsibility or expertise required to the Employer, a reclassification to another position may be authorized. Changes in pay shall be negotiated with the Union. Any employee who is reclassified shall be provided with a written statement (copy to the Union) as to the reasons for the actions at least two (2) weeks prior to the effective date of the action. Increases in pay due to reclassification may be effective retro-actively up to a maximum of six-months. If the agency either creates a new job description or reclassifies a position, it will so notify the Union. [2008] [2013]

(a) Employees whose regular position has been reclassified into a higher range will receive a minimum five percent (5%) increase to their base wage or the minimum salary established for the range, whichever is greater. The increase may be greater than the minimum based on the additional job tasks, increase in scope, complexity, responsibility or expertise which necessitated the reclassification. [2008] [2011] [2015]

(b) An employee being reclassified on a temporary basis to a lower job classification will receive his/her current rate of pay. An employee being reclassified on a regular full-time basis to a lower job classification will change pay ranges. The employee shall be assigned to a rate of pay within the new range as follows: [2008] [2013]

(1) If there is an amount equal to the employee's current salary in the new range, the employee shall receive that amount. Each year thereafter, the employee is eligible for an increase until the maximum of the range has been obtained. [2008]

(2) If the employee's salary exceeds the new range, the employee shall have his/her salary reduced to the maximum pay established for the range.

(c) An employee who is promoted will receive a minimum of a five percent (5%) increase to their base wage or the minimum salary rate established for the range, whichever is greater. This increase is negotiable above the five percent (5%) minimum, up to the top of the range, based on the employee's qualifications, time in service, and agency needs. Each year thereafter, the employee is eligible for an increase until the maximum of the range has been obtained. [2008] [2011]

(d) Any employees placed in a higher job classification to cover for an extended vacancy or absence for a period of at least five (5) consecutive work days shall be paid five percent (5%) above their current wage. Employees receiving out-of-class pay will receive out-of-class pay for holidays, sick leave or vacation. [2008] [2011] [2013]

## ARTICLE 14

### HOLIDAYS

14.1 The following shall be recognized as paid holidays, regardless of the day on which they fall:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Veterans' Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Day

14.2 Holidays will also include days appointed by the President or the Governor of the State of Oregon as a universal holiday for all citizens.

14.3 In addition to legal holidays, newly hired regular employees in their first year of service will receive three (3) annual leave days (accounted for as an additional 24 hours in their vacation leave bank) after six months of continuous employment and every January 1<sup>st</sup> thereafter). Regular part-time employees will receive prorated annual leave days in the following manner: [2008]

Standard Hours	Percentage Accrued
21-31 Hours	75%
20 Hours	50%

14.4 Any regular holiday that falls on Saturday will be observed on the preceding Friday.

14.5 Any regular holiday that falls on Sunday will be observed on the following Monday.

14.6 When a regular full-time or part-time employee's scheduled day off falls on the day a holiday is observed, that employee is entitled to an alternate holiday with pay, during the same pay period in which the holiday falls, to be taken at the mutual convenience of the employee and the Employer. [2015]

If a regular full-time or part-time employee whose scheduled day off fell on the day a holiday is observed did not take an alternate holiday during the same pay period, the employee will be paid holiday pay for the recognized holiday according to their full-time or part-time standard scheduled shift as follows: [2015]

Standard Scheduled Shift – Weekly Hours	Holiday Pay
32-40 Hours	8.00 Hours
21-31 Hours	5.00 Hours
20 Hours	4.00 Hours

14.7 Regular full-time or part-time employees required to work on any regular holiday by reason of an emergency are entitled to overtime pay or compensatory time accrued pursuant to the provisions of Article 7.

14.8 Any regular full-time and part-time employee who is on vacation or sick leave when a holiday occurs will not be charged for that day.

14.9 An employee shall be eligible for holiday pay provided:

(a) The employee works a full shift or performs the work scheduled and available on the regularly scheduled workday that falls immediately before the holiday and works a full shift or performs the work scheduled and available on the regularly scheduled workday that falls immediately after the holiday.

(b) Holidays will not be paid to employees who are in layoff status.

(c) The Employer has otherwise agreed in writing that the employee may be excused from either of the days referred to in paragraph (a) above, and is not to otherwise lose the holiday.

(d) Employees who are on sick leave, vacation, or other paid leave on the day prior to and/or the day after the scheduled holiday will receive regular holiday pay.

ARTICLE 15

VACATION LEAVE

15.1 Regular full-time employees who work 32 or more hours a week shall receive vacation with pay at the following rates:

<u>Anniversary</u>	<u>Leave Hours Accrued Per Pay Period</u>
Entry	3.34 hours ( 80 hours annually)
5 Years	5.00 hours (120 hours annually)
10 Years	5.84 hours (140 hours annually)
15 Years	6.67 hours (160 hours annually)
20 Years	7.50 hours (180 hours annually)
25 Years	8.34 hours (200 hours annually)

15.2 Part-time employees accrue annual leave based on years of service on the following basis:

Standard Hours	Percentage Accrued
21-31 Hours	75%
20 Hours	50%

15.3 Employees may use accrued vacation after ninety (90)-days continuous service.

15.4 If an employee does not use all of his/her vacation in a one (1) year period, it may be carried over for use in succeeding years. However, the maximum vacation accrual which may be carried over is limited to the amount of vacation which could be accrued in two (2) years at the employee's accrual rate. As of January 1 of each year, the employee's vacation may not exceed this two (2)-year maximum. However, if during the month of December, the Employer requires an employee to work his vacation period that was previously scheduled and approved, the amount of vacation exceeding the two (2)-year accumulated leave limit may be carried over to the next calendar year, but the excess must be used by March 31.

15.5 Vacation leave is charged in periods of fifteen (15) minutes.

15.6 No charge is made against accrued vacation for absences on holidays or regularly scheduled days off.

15.7 Vacation leaves shall be permitted upon reasonable notice and by mutual agreement between the employee and the supervisor.

15.8 Although the Employer is primarily concerned with meeting the needs of an efficient operation, earned vacation should be used and, as nearly as possible, scheduled at the mutual convenience of the Employer and the employee.

Employees eligible for vacation may submit a written request for a desired vacation period at least thirty (30) days prior to the period requested. In considering vacation requests, seniority shall prevail where two (2) or more employees request the same period for vacation, provided, however, that seniority may be used only once per calendar year for employee vacation selection. However, if a request for vacation period has already been granted by the Employer, a later request by a more senior employee for the same period may be denied. [2004]

15.9 Vacation Cash Out. Employees with a balance of more than 80 hours of accrued vacation time are eligible to cash out vacation time in excess of 80 hours one time per calendar year on any regular pay day except the last pay day of the year. The maximum vacation cash out is 120 hours. Vacation cash outs will be in 4 or 8 hour increments. [2015]

## ARTICLE 16

### LEAVES OTHER THAN VACATION

16.1 Sick Leave. Full-time employees shall accrue sick leave at the rate of 4.34 hours per pay period or thirteen (13) days per year. Part-time employees accrue sick leave on the following basis:

Standard Hours	Percentage Accrued	Accrued Hours
21-31 Hours	75%	3.25
20 Hours	50%	2.17

16.2 Unused sick leave may be carried forward for use in succeeding years. Earned sick leave may be accumulated without limit.

16.3 Sick leave may be used when an employee is unable to work due to personal illness or injury, or pregnancy, or when an employee has an appointment for medical, dental or optical treatment. Sick leave is charged in increments of fifteen (15) minutes. [2008]

In addition, up to ten (10) days per calendar year may be used for the following reasons: illness, injury or medical, dental or optical treatments in the employee's immediate family. Immediate family is defined as spouse, domestic partner, children, stepchildren, parents, grandparents, grandchildren, brothers, sisters, mother-in-law, father-in-law, aunt and uncle. The employee should request the leave of absence in **writing, and**



specify both the reasons for the leave and the duration of the leave, from their immediate supervisor. [2008]

16.4 Sick Leave Incentive Program. Each full-time employee who has accrued two hundred (200) hours or more of sick leave on January 1 will accrue eight (8) hours vacation leave for the prior year in which he/she uses thirty-two (32) hours or less sick leave. The eight (8) hours vacation leave earned will be awarded each January. [2008]

16.5 Employees shall be entitled to use a maximum of four (4) consecutive calendar days sick leave without a signed doctor's certificate if the employee has an accumulated balance of four hundred (400) hours of sick leave on the last reporting period, as indicated on the payroll stub.

16.6 After an employee reports an absence of more than three (3) days for illness, the employee may be required to obtain a certificate signed by an attending physician or, at the supervisor's discretion, the employee may be required to submit a statement that a physician's certificate could not be obtained. A physician's certificate may also be required where the Employer documents a pattern of sick leave abuse. Without either a statement or certificate, absence will be charged to vacation leave, compensatory time or leave without pay when vacation leave is not sufficient. Abuse of sick leave may result in disciplinary action.

16.7 Bereavement Leave. An Employee may be absent from duty because of the death of his or her spouse, domestic partner, parents or step-parents, children or stepchildren, sister, brother, grandparents, grandchildren, aunt, uncle, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, and son-in-law. Such absences shall be allowed, not to exceed three (3) days' time off duty without deduction of pay or accrued leave on account of such absence. Additional time taken exceeding three (3) days may be taken with supervisor's approval and will be charged to sick leave, vacation leave or compensatory time in any order, except that no more than two (2) days may be charged to sick leave. Under demanding circumstances, the Department Director or designee may grant additional time off charged to sick leave, vacation leave or compensatory time. [2008]

Under exceptional circumstances, leave without pay or vacation leave for death may be granted by the Department Director or designee upon the death of a person other than the employee's immediate family.

16.8 Jury Service Leave. All employees who are required to appear in court or in a state or federal administrative proceeding to testify under some form of subpoena or court order may obtain a leave of absence for the period of time covered by the initial subpoena or court order and any involuntary extensions.

Regular full-time employees and regular part-time employees, who are regularly scheduled to work at least twenty (20) hours per week, will continue receiving their regular pay for the straight time hours of work actually scheduled and missed,

according to the employee's regularly scheduled shift, but must reimburse Home Forward for their jury duty pay excluding any subsistence or travel allowances. Eligible employees must advise their supervisor of the need for time off immediately upon receipt of the subpoena or notice. [2008]

The Employer expects all employees to notify their supervisor of jury duty obligations and provide the supervisor with a copy of the subpoena or notice within five (5) days after it is received to allow sufficient time to make arrangements to cover the absence. Employees who are entitled to compensation under this policy must provide documentation and reimburse the employer for any amount received as jury duty pay. Employee shall report to work if dismissed from jury duty in time to work at least four hours of a normal shift.

16.9 Military Leave. All employees of the Employer who are members of the National Guard or reserve component of the armed forces of the United States are entitled, upon application thereof, to leave of absence with pay for a period not exceeding fifteen (15) calendar days in any one (1) calendar year without impairment of position or other rights or benefits to which they may be entitled, for the purpose of attending an annual camp, cruise, or special training designed for the instruction of members of the above cited services. The provisions of this section shall not be applicable when the Guard or a reserve unit is in the federal service or called to active duty on extended tour, nor shall this section be applicable for any duty in excess of fifteen (15) calendar days in any calendar year.

The agency agrees to abide by all state and federal laws, including USERRA, the Uniform Services Employment and Reemployment Rights Act, pertaining to employee military leave and deployment. [2008]

16.10 Leave for Blood Donations. An employee may be excused from work for the purpose of donating blood. Normally, such time off shall not exceed two (2) hours. The employee must submit their written request to the Department Director or their designee.

16.11 Leave without Pay.

(a) Leave of absence without pay may be requested by the employee, in writing, to the Department Director and the Human Resources Manager. Requests for such leaves must specify the reasons and the dates for the leave of absence. Leave will not be approved for the purpose of accepting employment outside the service of the Employer. The Human Resources Manager possesses the sole discretion to determine the duration of the leave of absence. [2011]

(b) Leave without pay may not be granted for medical reasons unless all other types of accrued leave have been exhausted.

(c) With reasonable written advance notice and with the consent of the Employer, employees may be permitted a day off without pay; provided, however, that no day off shall be granted for other outside employment. It is further provided **that**

employees may submit written requests for long-term unpaid leaves of absence for personal sickness or injury that is not job related.

(d) After a leave of absence of thirty (30) days or longer without pay, an employee desiring to return to work must give the Employer a minimum of ten (10) working days' written notice of his/her intent to return.

#### 16.12 Union Leave.

(a) Authorized Union representatives, upon written request from the Union, may be given short-term leaves of absence (less than one [1] week) without pay to transact business for this bargaining unit of the Union. The Union will cooperate with the Employer by controlling requests for such short-term leaves to a maximum of four (4) employees off at any given time and in a manner which will minimize interference with the Employer's operations.

(b) If, however, an employee covered by this Agreement is elected or appointed to an office in the Union requiring long-term leave of absence without pay from his/her duties with the Employer, he/she may, upon two (2) weeks' written notice, be granted a leave of absence without pay for the period of election or appointment. The leave may be extended by mutual written agreement between the Employer and the employee. When the employee's aforementioned leave expires, the employee may request that his/her name be placed on the laid-off list. No more than one (1) employee may be on long-term leave to hold Union office at any given time.

16.13 Industrial Accident/Illness Leave. During an absence due to an industrial accident or illness, any employee covered by this Agreement shall be entitled to Employer payment of the employee's health and welfare insurance benefits for a period not to exceed six (6) months of his/her leave providing he/she was eligible for Home Forward paid benefits at the time of the accident or illness.

16.14 Family Medical Leave. Employees who take leave that qualifies for FMLA and/or OFLA shall utilize accrued sick leave, and then vacation leave in that order. The Union recognizes Home Forward's right to establish FMLA and/or OFLA policies and rules, which are consistent with those laws, and any additional benefits provided under this Agreement. [2008]

16.15 Failure to Return from Leave. Any employee who is granted leave and who, for any reason, fails to return to work at the expiration of said leave shall be considered as having resigned his/her position with the Employer. The position will be declared vacant unless the employee, prior to the expiration of the authorized leave, has furnished written documentation that he/she is unable to work by reason of sickness, physical disability, or other legitimate reason beyond his/her control, or has been granted an extension of the leave.

16.16 Other Conditions Regarding Leave.

(a) Employees returning from an approved leave without pay shall be reinstated in the position held at the time the leave was granted, unless the position no longer exists. [2011]

(b) No vacation or sick leave benefits shall accrue while an employee is on leave without pay; furthermore, the employee's anniversary date will be adjusted by the length of the leave granted.

(c) Upon completion of appropriate arrangements with the Employer, employees granted unpaid leave of absence who wish to retain health and welfare benefits as provided for by the Agreement shall be eligible for continuation of those benefits at the employees' expense up to the maximum period as specified by the insurance carrier or carriers. A supervisor may approve up to twenty (20) calendar days of unscheduled short-term leave without pay that will not affect seniority or benefits. A maximum of twenty (20) days may be approved in a twelve (12) month period for one (1) individual. All vacation leave must be exhausted prior to the supervisor's authorization of such unpaid leave. [2011]

(d) An employee must return to work the first working day immediately following the last day of a leave of absence provided that such leave has not been extended.

(e) Each leave of absence granted by the Employer will be on the basis of its own merit as viewed by the Employer. Where the Employer denies a request for a leave of absence, because of illness or physical condition verified in writing by a physician, the Employer's decision shall be subject to the grievance procedure. Where the Employer denies a leave of absence for other than illness or physical condition, the Union may informally ask the Employer for reasons concerning the denial and may persuade the Employer to change its decision. However, no decision to grant or deny a leave of absence for other than illness or physical condition will be subject to review under the grievance procedure or be used as a precedent for other leave of absence requests.

16.17 Part-time Employee. Part-time employees are eligible for leaves under this Article unless specifically excluded by this Article. [2004]

ARTICLE 17

ABSENCES AND NOTIFICATION PROCEDURES

17.1 Notification of Absence.

(a) Any employee who is unable to report for work for any reason shall notify his/her immediate supervisor no later than within one-half (½) hour of the time scheduled for such employee to report to work except in the case of an emergency making it impossible to give notice. Notification can be made by leaving a voice message on the supervisor's Home Forward phone number or mobile phone number, via email or as specified in writing by the supervisor. [2011]

In the case of an emergency, notice shall be given as soon as possible. In the event the immediate supervisor is not available the employee shall talk to another level of supervision or team lead. If neither is available, employee shall leave message with supervisor's designee.

(b) In the case of a continuing illness, disability, or other inability to report for work, the employee shall notify his/her immediate supervisor of the nature of the problem, and anticipated duration of his/her inability to report to work. Should it become necessary that an employee's anticipated duration of leave be extended, the employee shall again notify his/her immediate supervisor of the amount of additional leave to be used. Such notification shall be given weekly.

(c) Notification, however, does not constitute authorization and does not absolve the employee from the responsibility of obtaining authorization for additional leave. Failure to obtain such authorization may result in disciplinary action.

17.2 Discipline for Absence Without Leave. An absence of an employee from duty including any absence for a single day or part of a day, that is not authorized by the Employer shall be deemed an unauthorized absence. Any such absence shall be without pay and may be subject to disciplinary action, including discharge. This section shall not apply to termination for failure to return from leave pursuant to Section 16.15. [2004] [2011]

## ARTICLE 18

### EMPLOYEE WELFARE AND BENEFITS

18.1 All employees under this agreement will be covered by unemployment insurance, worker's compensation and Social Security and are eligible to participate in deferred compensation plans.

#### 18.2 Medical, Dental, and Vision Plans.

(a) Regular employees whose standard shift is at least twenty (20) hours per week are eligible for medical and dental insurance coverage. [2008]

(b) Effective July 1, 2012, the Employer will pay eighty-two and one-half percent (82.5%) of the premium rate for employee medical and/or dental insurance coverage (single, two-party, family); the employee will pay seventeen and one-half percent (17.5%). [2008] [2011]

(c) Effective July 1, 2016, the Employer will pay eighty-five percent (85%) of the premium rate for employee medical and/or dental insurance coverage (single, two-party, family); the employee will pay fifteen percent (15%). [2015]

(d) Premium contributions for medical and dental insurance for part-time employees are established as follows:

Standard Hours	Percentage Paid by Employee	Percentage Paid by Employer
21-31 Hours	25%	75%
20 Hours	50%	50%

Employees shall have the premium expense automatically deducted in equal amounts from the employee's semi-monthly paychecks. This deduction is authorized by this Agreement and will not require approval by the individual employee. [2008]

18.3 Retirement. The Employer agrees to maintain its membership in the State of Oregon Public Employees Retirement System (PERS) and Oregon Service Retirement Plan (OPSRP), including payment of the six percent (6%) "employee's pick-up" on behalf of AFSCME employees. [2008]

Upon retirement, unused sick leave hours of the employee will be reported to PERS and OPSRP for inclusion in calculating retirement pay as specified by state law.

18.4 Life Insurance.

(a) Regular part-time and full-time employees shall be covered by life insurance equal to one and a half (1½) times their annual salary, up to \$150,000.00, the premium for which shall be paid by the Employer.

(b) Employees may also purchase additional supplemental insurance for themselves and their dependents.

18.5 Disability Insurance. The Employer will make available long-term and short-term disability insurance. The Employer pays one-half (½) of the premium and the employee pays one-half (½).

18.6 Education Program. Any regular employee who is in pay status and who has passed the initial probation period is encouraged to participate in the Employer's Tuition Reimbursement Program which will mutually benefit the Employer and the employee. (See Memorandum of Understanding on Professional Development.) [2008]

18.7 Part-time and Job Share Employee Benefits.

Part-time and job-share employees are entitled to prorated benefits and accruals for:

- (1) Holiday leave
- (2) Vacation leave
- (3) Sick leave

According to the following schedule:

Standard Hours	Percentage Accrued
21-31 Hours	75%
20 Hours	50%

Part-time employee's standard hour designation will be reviewed as needed for accuracy and will be adjusted as appropriate. [2008]

18.8 The Employer will provide a Flexible Benefit Program, as prescribed in the Internal Revenue Code Section 125, for employees. Employees may enroll using pre-tax dollars to offset costs for: Medical expenses, Dependent Care and Transit (Tri-Met and parking). [2011]

18.9 The Employer guarantees the payment of the Employer's share of premiums for medical, dental, vision, life, and long-term and short-term disability insurance for the term of this agreement. [2004]

18.10 Labor Management Healthcare Committee. Home Forward and AFSCME along with the Building Trades Council bargaining unit shall continue to participate in a Labor Management Healthcare Committee. The Committee shall consist of nine (9) members of which three (3) are employees from management and/or non-represented employee group, three (3) are members of the AFSCME bargaining unit, including any union representatives and three (3) are members from the Building Trades Council bargaining unit, including any union representatives. Home Forward's Human Resources Manager will chair the Committee. [2008] [2011]

Meetings shall be held monthly or at a mutually agreeable frequency on a date and time to be mutually agreed upon by Home Forward, AFSCME and the Building Trades Council. Each member of the Committee shall have one (1) vote. [2008]

Representatives on the Committee shall discuss issues relating to the healthcare plans offered by Home Forward, the cost of healthcare, plan design and possible changes to the healthcare plans offered by the Employer. Home Forward's benefit broker will provide relevant material on health insurance plans, healthcare plan utilization, health insurance trends and/or additional information requested by the group. The healthcare plans subject to this Committee and process are the medical, dental, vision, short-term disability, long-term disability and life insurance plans. [2008]

Each member of the Committee shall have one (1) vote on potential healthcare plan design alternatives. Presenting a recommendation to the Executive Director and Home Forward's Board of Commissioners shall require a majority vote of the Committee members. Any recommendation must be in writing and submitted to the Board of Commissioners on or before the May Board of Commissioners meeting. If the parties are unable to achieve a majority recommendation regarding the healthcare plans to Home Forward's Board of Commissioners, or if the Board of Commissioners rejects any recommendation of the Committee, Home Forward will offer employees the current plan (if it continues to be available) or an alternative plan that incorporates changes in plan design to reduce costs. The Board of Commissioners has the sole discretion to accept or reject any recommendation from the Committee. [2008]

## ARTICLE 19

### TRAVEL EXPENSES

19.1 Use of Personal Vehicle. When an agency-owned vehicle is not available to provide essential business-related transportation, employees may be authorized by the Executive Director or designee to use privately-owned vehicles. Some jobs may require the employee's maintenance of a privately-owned vehicle. Employees who are required by Home Forward to use their personal vehicle on a daily basis to perform their job and have this requirement included in their "Job Description" shall be provided with a mileage reimbursement using the current IRS standard mileage rate per mile. Each employee will provide to their supervisor at the end of each month a request for reimbursement showing total miles driven during that month. It is the employee's responsibility to maintain records that may be required by the IRS for any reconciliation. All other requirements of Home Forward's Driving Policy must be adhered to prior to receiving this reimbursement. [2011]

19.2 Travel Time. Travel time, when directed by and while on Home Forward business related activities, from home, outside of regular working hours, as a passenger on an airplane, train or automobile will be compensated as straight compensatory time.

19.3 Travel Expenses and Reimbursement. Whenever travel is authorized by the Executive Director or designee, employees shall be reimbursed for promptly submitted and approved expenses in accordance with the Business and Travel Expense Policy. [2011]

19.4 An employee operating (1) his/her privately-owned vehicle on Home Forward business without a valid driver's license or minimum automobile liability insurance as prescribed by the State of Oregon shall be subject to discipline up to and including discharge for failure to notify his/her supervisor of the suspension/revocation of the driver's license and/or minimum automobile liability insurance; (2) an agency-owned vehicle without a valid driver's license shall be subject to discipline up to and including discharge for failure to notify his/her supervisor of the license suspension or revocation.

Those employees who notify their supervisor shall have the option to be transferred to a non-driving position in the same or lower classification if such a transfer can reasonably be accommodated and is approved by the Human Resource Manager. If the transfer is to a lower classification, the employee shall be placed on the pay scale in accordance with Article 13.6(b). If no position is available either by lack of an open position, or lack of qualifications by the employee, he/she shall be laid off. The employee will not be required to accept a job at a lower rate of pay. The employee, upon verification of a valid driver's license and/or minimum automobile liability insurance, shall be returned to his/her normal duties and rate of pay if verification is obtained within six (6) months of change of status. [2011]



If verification is not obtained within six (6) months, reinstatement or return to normal duties will be based on next available opening in accordance with recall rights.

19.5 The Employer will provide emergency transportation to employees who do not have their vehicle on-site.

## ARTICLE 20

### PROFESSIONAL ORGANIZATIONS, DUES AND MEETINGS

Upon prior approval of the Executive Director or his/her designee, membership dues and meeting expenses of employees of Home Forward shall be reimbursed.

Home Forward business permitting, the Executive Director may, upon written request from an employee, permit attendance at meetings at which the technical experience of their job is involved for training purposes. Such employees may be granted up to eight (8) hours per day administrative leave. Such training meetings shall be voluntary on the part of the employee and the Employer shall not be responsible for the payment of overtime.

Home Forward business permitting, any employee who is an officer, board member, or committee member of the Cascade Chapter, Regional NAHRO, or national NAHRO, or attendee approved by supervisor, may be allowed to attend official local, regional, or national NAHRO meetings without loss of time and at the Employer's expense. Such training meetings shall be voluntary on the part of the employee and the Employer shall not be responsible for the payment of overtime.

Denial of requests covered in this Article shall not be subject to review under the grievance procedure.

## ARTICLE 21

### SAFETY

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

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

The Employer agrees to have a Safety Committee whose member composition, activities and meetings comply with Oregon OSHA guidelines and regulations. AFSCME representatives on the Safety Committee will be appointed by the Union. [2008]

## ARTICLE 22

### EMPLOYEE PERSONNEL FILES

22.1 Employees shall receive a copy of any disciplinary material placed in their personnel file.

(a) Employees may review their individual personnel file upon request to the Human Resource Manager, or authorized designee. All such requests shall be honored as soon as possible.

(b) If an employee disagrees with any item in the employee's file, the employee may submit a written explanation which will be attached to the disputed item and maintained in the file.

22.2 It shall be the responsibility of the Employer to inform employees of all rules and regulations affecting them as employees. All written working rules or regulations affecting the working conditions of any employee covered by this Agreement shall be made available by the Employer to the Union, upon request.

22.3 An employee may include in his/her personnel file, copies of relevant material he/she wishes such as letters of favorable comment, licenses, certificates, and college course credits. Material reflecting caution, consultation, warning, admonishment or reprimand shall be removed from the personnel file after two (2) years at the request of the employee, and given to the employee. Any period of leave of absence without pay that is more than twenty (20) days shall extend the retention period for the duration of that leave. [2004]

## ARTICLE 23

### GENERAL PROVISIONS

23.1 Union Activities. The parties agree to the primary principle that Union activities will normally be carried on outside the working hours. It is recognized, however, that from time to time it will be necessary for Union activities to be carried on during working hours as, for example, the investigation of a grievance which can only be investigated under working conditions. It is further recognized that there are reasonable limited deviations from this policy, such as posting of Union notices and distribution of Union literature, which do not require substantial period of time. Where such activities are necessarily or reasonably to be performed on Employer's time, and such activities are performed without disruption of employee work performance, they may be done

without loss of pay to the employees involved; provided, however, such activities will be limited to the stewards and/or Union officers having direct responsibility for them. Such employee(s) shall notify the immediate supervisor indicating the nature and expected duration of such absence.

23.2 Shop Stewards. It is recognized by the Employer that shop stewards are desirable for the proper administration of the terms of this Agreement. The Employer also recognizes that it is desirable that the persons designated as steward shall receive their fair share of the work that he/she is qualified to perform. In no event shall the Employer discriminate against a steward in the matter of layoffs or rehires or discharge him/her on account of the proper performance of his/her steward's duties. Recognizing that well-trained stewards are an asset to both the Employer and the Union, stewards shall be allowed to attend Steward Training without utilizing vacation leave.

23.3 Consultation, Negotiations and Meetings. Consultations, negotiations and meetings with the Employer representative will be carried out at times mutually acceptable, and each party shall in good faith endeavor to perform such activities at a time which will not unreasonably inconvenience the other. When such activities need to be carried on during working hours of the participants, such participants shall suffer no loss of pay.

23.4 Union Bulletin Boards. The Employer shall furnish bulletin boards in places mutually satisfactory to the Employer and the Union. The Bulletin boards are to be used by the Union to post notices of interest to the employees. The notices shall be signed and in good taste.

23.5 Diversity and Inclusion. The Union and the Employer agree that hiring, promotions and selection of job classification for layoffs will be consistent with the diversity and inclusion goals and policies of the Employer. [2011]

23.6 Productivity.

(a) The parties recognize that delivery of service in the most efficient and productive manner is of paramount concern to the Employer and the Union. Maximized productivity is recognized to be a mutual obligation of both parties with their respective roles and responsibilities.

(b) Workload assignments are recognized as a management prerogative. However, the Employer agrees that workloads will be maintained on a standard of fairness, equality of distribution of cases, and productivity. It is also recognized that workload levels may vary within this standard. Should an employee have a complaint about fairness, the level of their workload assignment or the equality of workload distribution, the issue will be subject to the grievance procedure. [2004]

## ARTICLE 24

### UNION-EMPLOYER RELATIONS

The Union will be given prior notice, and the opportunity to review and discuss the formation or modification of matters concerning direct or indirect monetary benefits, hours, vacations, sick leave, grievance procedures, and other conditions of employment before they are adopted, changed, or eliminated by Home Forward.

## ARTICLE 25

### WAIVER OF BARGAINING

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. No modification of this Agreement during its term shall be made except by mutual consent of the parties in writing.

Except as provided for in this Agreement, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the rights and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered by this Agreement.

All prior agreements, conditions, practices, customs, usages and obligations are completely superseded and revoked insofar as any such prior agreement, condition, practice, custom, usage or obligations conflict with this Agreement.

## ARTICLE 26

### SAVINGS CLAUSE

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction or administrative agency, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof, and the remaining portions shall remain in full force and effect. Upon invalidation, the parties agree to meet and negotiate such parts or provisions affected. [2004]

## ARTICLE 27

### STRIKES AND LOCKOUTS BARRED

27.1 There shall be no lockouts on the part of the Employer, nor suspension of work on the part of the employees. This Agreement is a guarantee that for its duration, there will be neither strikes of any kind including sympathy strikes, picketing, nor lockouts, and all complaints, grievances, or disputes arising under its provisions will be settled pursuant to its grievance procedure.

27.2 Notwithstanding any provision of this Article, it shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a lawful primary labor dispute other than the Employer's usual workstations.

In the event of a strike against the Employer, employees under this Agreement shall not be used to do the work of striking employees and would not be required to cross picket lines to Employer workstations. [2004]

## ARTICLE 28

### PERFORMANCE EVALUATIONS

28.1 Newly hired probationary employees shall receive regularly scheduled performance evaluations. Effective from the date of appointment to the position, new employees will receive performance evaluations at four (4) months and eight (8) months. Annual reviews will be conducted thereafter. [2008] [2011]

Promoted probationary employees shall receive a performance evaluation at three (3) months. Annual performance evaluations will be conducted thereafter. [2008]

All regular employees will receive annual performance evaluations prior to the start of each Fiscal Year. [2011]

Performance evaluations are intended to provide positive and constructive feedback and communication about progress toward established goals. [2008]

28.2 Quarterly review meetings are encouraged between employees and supervisors.

28.3 If an employee's work performance is evaluated as "unsatisfactory," the employee's increase shall be delayed until s/he achieves a satisfactory rating as determined at the next quarterly review.

If an employee disagrees with a supervisor's evaluation and the employee's annual increase is withheld, the employee may use the grievance procedure. [2008]

28.4 If an employee disagrees with a supervisor's evaluation but an increase has been granted, the employee or a Union officer or shop steward on behalf of the employee, shall have ten (10) working days from the date the written evaluation is received to request that the employee's supervisor change the evaluation. The appeal shall be in writing and contain a concise statement of the requested changes and the reasons for the changes. The supervisor shall respond in writing to the appeal within ten (10) working days after receiving it. [2004] [2008]

## ARTICLE 29

### INGRADE INCREASES

29.1 All regular AFSCME employees will receive additional compensation during the term of the bargaining agreement.

- All AFSCME Employees will receive an increase of 4.5% to their hourly wage effective 4/1/2015. [2015]
- All AFSCME Employees will receive a signing bonus of \$300 less applicable taxes upon ratification of the Agreement by both parties. [2015]
- All AFSCME Employees will receive an increase of 3.25% to their hourly wage effective 4/1/2016. [2015]
- Lead Positions:
  - Employees working in lead positions will receive an 8% increase in their base wage for as long as they are designated as leads. [2011]
- Bilingual Positions:
  - Employees working in positions requiring bilingual skills will receive a two percent (2%) increase in their base wage for as long as they remain in a position which requires bilingual skills. [2011]
  - Employees that use their bilingual skills intermittently will receive an increase of five percent (5%) to their base wage for time spent using their bilingual skills. This time will be charged out in 30 minute increments. [2011]

An Employee's pay shall increase through the salary range for their position until the maximum rate of pay is attained. Employees may not receive more than the established maximum rate of pay for their assigned job classification. [2008]

29.2 Longevity Pay. During the life of this agreement, employees will receive a bonus equal to three percent (3%) of their annual wage upon attaining twenty-one (21) years, twenty-four (24) years, twenty-seven (27) years of service, etc. [2005] [2011]

29.3 During the life of this agreement, no additional employees can start a Pay for Performance project. Employees currently participating in Pay for Performance are subject to the conditions outlined below:

Employees who have been employed for ten (10) years are eligible for pay for performance in the amount of two percent (2%) of their current pay. Employees who have been promoted to "Lead" are not eligible for pay for performance.

At the evaluation date immediately prior to his/her tenth year anniversary (ninth year), and at each subsequent anniversary date, the employee will meet with his/her supervisor to set performance goals on which the payment will be based. If the employee has met the pay for performance goals during the evaluation period, the employee will receive a two percent (2%) increase to their base wage. [2008]

Employees who have been employed for fifteen (15) years are eligible for pay for performance in the amount of five percent (5%) of their current pay.

At the evaluation date immediately prior to his/her fifteenth year anniversary (fourteenth year), and at each subsequent anniversary date, the employee will meet with his/her supervisor and set performance goals on which the payment will be based. If the employee has met the pay for performance goals during the evaluation period, the employee will receive a five percent (5%) increase to their base wage. [2008]

Employees eligible for pay for performance are expected to spend a minimum number of hours during the year based upon a pro-rata basis. (See Pay for Performance Form)

## ARTICLE 30

### SUBCONTRACTING

Home Forward shall have the right to subcontract so long as bargaining unit members shall not be laid off and shall not suffer a decrease in hourly wages, lose benefits, seniority, overtime pay, or promotional opportunities within the bargaining unit. The Employer agrees to meet with representatives of AFSCME to discuss the effects of any decision relating to some change it may make and implement in the method of doing Home Forward business and in providing management services to its residents. It is recognized that such meetings with AFSCME shall take place both before and after actual implementation of the change. [2011]

Home Forward in the employment of subcontractors agrees to adhere to the wage policies established in The City of Portland Fair Wage Policies, Chapter 3.99. [2004]

## ARTICLE 31

### LABOR/MANAGEMENT COMMITTEE

32.1 It is recognized that management and labor should meet as needed to discuss problems and concerns of mutual interest. [2011]

32.2 In the spirit of cooperation, the Union and the Employer will meet regularly to converse outside of grievances and contract bargaining. The Committee is a vehicle for communication and problem solving and has as its purpose the promotion of harmonious labor/management relations. Such meetings will be mutually scheduled but will not occur less than quarterly. Meetings of the Committee may be suspended during contract bargaining. [2011]

32.3 Union members on the Labor/Management Committee will be on Employer paid time. [2011]

32.4 Committee Members will be established by the individual parties. Upon agreement of both parties, additional individuals can be invited to committee meetings to add additional insight to a scheduled agenda item. [2011]

32.5 The Labor/Management Committee shall not add to, subtract from or change any of the terms of this Bargaining Agreement without the written agreement of all parties. [2011]

## ARTICLE 32

### TERMS OF AGREEMENT

This Agreement is effective April 1, 2015 until March 31, 2018.

No later than January 31, 2017, the parties shall meet to bargain wages and two (2) additional articles selected by each side. Article 18, Benefits and Article 30, Subcontracting will be excluded from this bargaining session. [2015]

In the event that Home Forward's revenue decreases as a result of existing or subsequently enacted legislation which results in a reduction in Federal, State and/or local revenue sharing or any other conditions negatively impacting Home Forward's financial position, Home Forward and AFSCME agree that they will meet and discuss

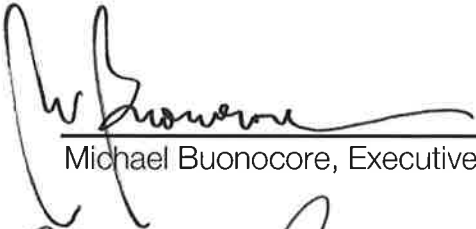


the economic impact and will attempt to find alternatives to a reduction in the work force. However, nothing in this Article shall limit or modify Home Forward's right to lay off employees under Article 12 Layoffs and Recall. [2011]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed this 30<sup>th</sup> day of December, 2015.

HOME FORWARD

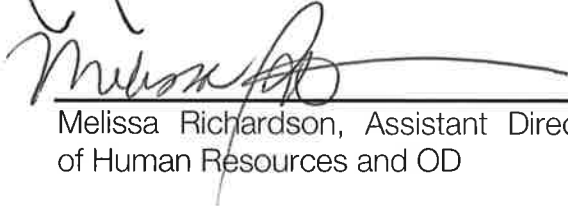
AMERICAN FEDERATION OF STATE  
COUNTY AND MUNICIPAL EMPLOYEES  
(AFSCME) LOCAL #3135



Michael Buonocore, Executive Director



Elyse Myers, President



Melissa Richardson, Assistant Director  
of Human Resources and OD



Andy Chavira, Council Representative

## Schedule A - 2015-2016

Job Class	Grade	Minimum	Mid-Point	Maximum
Office Assistant I Resident Specialist	7	\$ 15.68	\$ 16.30	\$ 16.92
	8	\$ 15.68	\$ 16.47	\$ 17.26
	14	\$ 15.68	\$ 17.60	\$ 19.52
	15	\$ 15.68	\$ 17.78	\$ 19.88
Office Assistant II Section 3 Program Assistant	16	\$ 15.68	\$ 18.07	\$ 20.46
	17	\$ 15.68	\$ 18.52	\$ 21.36
Support Specialist	19	\$ 15.68	\$ 19.12	\$ 22.55
Accounting Assistant Network Services Support Technician	21	\$ 16.77	\$ 20.03	\$ 23.28
Assistant Property Manager	23	\$ 17.36	\$ 20.79	\$ 24.22
Accounts Payable Specialist Accounts Receivable Specialist Administrative Assistant I Procurement Coordinator Rent Assistance Services Coordinator Rent Assistance Specialist Resident & Community Services Coordinator Relocation Specialist	25	\$ 18.22	\$ 21.85	\$ 25.47
Housing Inspector	27	\$ 19.05	\$ 22.76	\$ 26.47
Accounts Receivable Coordinator Asset Management Specialist CHSP Project Coordinator  Health and Supportive Services Project Coordinator Project Coordinator Real Estate Specialist	28	\$ 19.51	\$ 23.39	\$ 27.27
Program Coordinator Site Manager Senior Housing Inspector	31	\$ 20.97	\$ 25.15	\$ 29.33
Development Coordinator Senior Procurement Coordinator Senior Accounting Specialist	32	\$ 21.75	\$ 25.85	\$ 29.96
Accountant, General Ledger Accountant, Property Accountant, Resident Communication & Web Content Coordinator Moving To Work Program Analyst Network Services Administrator Program Compliance Investigator Rent Assistance Program Analyst Risk Management Coordinator Training and Development Specialist	34	\$ 22.67	\$ 27.19	\$ 31.72



## Schedule A - 2016-2017

Job Class	Grade	Minimum	Mid-Point	Maximum
	6	\$ 16.19	\$ 16.35	\$ 16.52
Office Assistant I Resident Specialist	7	\$ 16.19	\$ 16.83	\$ 17.47
	8	\$ 16.19	\$ 17.01	\$ 17.82
	14	\$ 16.19	\$ 18.17	\$ 20.15
	15	\$ 16.19	\$ 18.36	\$ 20.53
Office Assistant II Section 3 Program Assistant	16	\$ 16.19	\$ 18.66	\$ 21.12
	17	\$ 16.19	\$ 19.12	\$ 22.05
Support Specialist	19	\$ 16.19	\$ 19.74	\$ 23.28
Accounting Assistant Network Services Support Technician	21	\$ 17.32	\$ 20.68	\$ 24.04
Assistant Property Manager	23	\$ 17.92	\$ 21.47	\$ 25.01
Accounts Payable Specialist Accounts Receivable Specialist Administrative Assistant I Procurement Coordinator Rent Assistance Services Coordinator Rent Assistance Specialist Resident & Community Services Coordinator Relocation Specialist	25	\$ 18.81	\$ 22.55	\$ 26.30
Housing Inspector	27	\$ 19.67	\$ 23.50	\$ 27.33
Accounts Receivable Coordinator Asset Management Specialist CHSP Project Coordinator Health and Supportive Services Project Coordinator Project Coordinator Real Estate Specialist	28	\$ 20.14	\$ 24.15	\$ 28.16
Program Coordinator Senior Housing Inspector	31	\$ 21.65	\$ 25.97	\$ 30.28
Development Coordinator Senior Procurement Coordinator Senior Accounting Specialist	32	\$ 22.46	\$ 26.70	\$ 30.93
Accountant, General Ledger Accountant, Property Accountant, Resident Communication & Web Content Coordinator Moving To Work Program Analyst Network Services Administrator Program Compliance Investigator Rent Assistance Program Analyst Risk Management Coordinator Training and Development Specialist	34	\$ 23.41	\$ 28.08	\$ 32.75



### Inclement Weather Policy

Employees who attempt to get to work on time but are unavoidably delayed because of weather conditions may arrive up to two (2) hours late without penalty. Any time in excess of two hours will be charged to vacation leave or compensatory time in 15-minute increments. Any employee who determines that they cannot safely reach the assigned place of work (or must leave early) because of adverse weather conditions must immediately notify their immediate supervisor or Department Director and may use any compensatory time, paid vacation or leave without pay to cover any lost (straight-time) work. Supervisors are not to question employees who decide to stay home due to inclement weather. If an employee asks a supervisor if they should come to work, the supervisor should tell the employee that it is their decision.

Should the Employer choose to close due to inclement weather after employees have arrived for work, or after employees have begun to attempt to get to work, employees shall receive full wages for the remainder of their normal shift. [2011]

Should the Employer decide to close due to inclement weather for the entire day the employee shall be notified by telephone prior to 6:30 AM. Employees will receive their regular pay. [2011]

If a staff person is driving a Home Forward vehicle, it will be the supervisor's decision as to whether or not the employee will drive and what areas of Home Forward's jurisdiction the employee will be allowed to drive. If the employee is driving his/her personal vehicle on company business, it will be a joint decision by the supervisor and the employee. Either may veto the decision.

Any exempt employee who determines that they cannot safely reach the assigned place of work because of adverse weather conditions must immediately notify their immediate supervisor or Department Director and may use paid vacation leave or leave without pay to cover any lost (straight time) work. Any exempt employee who arrives late to work or leaves early because of adverse weather conditions will be paid for the day.

### Major Natural Disasters

In the event of a major natural disaster (earthquake, floods, pestilence, major inclement weather), the employer will take necessary action and make every effort to inform all employees of the procedures that should be followed. Should lines of communication become unavailable, employees must make every effort to report to their work locations as soon, as is reasonably possible during work hours. If the building the employee normally works at becomes uninhabitable, employees should report to agency headquarters at New Market West at 135 SW Ash Street, or Hollywood East at 4400 NE Broadway. Employees who are unable to report to work may use any type of leave available to them with the exception of sick leave unless they are actually sick and unable to report to work.

**PAY FOR PERFORMANCE FORM**

**Minimum Criteria**

1. The project should: (a) enhance skills in your current job,  
(b) relate to career development at Home Forward,  
(c) meet agency-wide goals.
  
2. Employees eligible for pay for performance are expected to spend a minimum number of hours during the year, based upon a pro-rated basis.

10 YEAR EMPLOYEE:  
Eligible for PFP in the amount of 2%.  
Pro-rated minimum hours required:

FULL TIME EMPLOYEE:		PART TIME EMPLOYEE:	
40 hours	32 hours	20 hours	Other
2080	1664	1040	TBD
<u>x 2%</u>	<u>x 2%</u>	<u>x 2%</u>	<u>x 2%</u>
42	33	21	TBD ***

15 YEAR EMPLOYEE:  
Eligible for PFP in the amount of 5%.  
Pro-rated minimum hours required:

FULL TIME EMPLOYEE:		PART TIME EMPLOYEE:	
40 hours	32 hours	20 hours	Other
2080	1664	1040	TBD
<u>x 5%</u>	<u>x 5%</u>	<u>x 5%</u>	<u>x 5%</u>
104	83	52	TBD ***

\*\*\*to be determined

3. You must successfully complete the project.

+++++

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Department: \_\_\_\_\_ Supervisor: \_\_\_\_\_

Evaluation period: from: \_\_\_\_\_ to: \_\_\_\_\_

Describe your Pay for Performance Goals for your next evaluation period (attach additional sheets as needed):

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AFSCME Local 3135 & Home Forward  
Professional Development

Home Forward supports opportunities for education, training, career development/mobility and personal growth of its employees.

Examples of opportunities are:

- Education and training required by the employer
- College credit courses
- Other short courses, workshops, seminars
- On-the-job training
- Paid time on the job to practice skills
- Mentoring and under-filling

Employees will receive support for these opportunities in a variety of ways that include, but are not limited to:

- Home Forward's Tuition Reimbursement Program
- Time with pay to attend classes or pursue other career development opportunities
- Flexible work schedule
- Use of "Pay For Performance" to enhance skills

Home Forward shall make available relevant training and educational opportunity information it receives and will post such information on designated AFSCME Local 3135 bulletin boards, as well as general agency bulletin boards.

Requests for training opportunities shall be made to the employee's supervisor. The supervisor will respond in writing to all requests for training within (10) working days. Denial of any request may be appealed to the department director. Criteria used to approve, deny, or postpone requests for training or educational opportunities shall be based on: whether requested training/education has a direct value to Home Forward and is relevant to the employee's current position or pertinent to his or her career advancement with Home Forward; availability of funds; and, work load.

The union and management will review approvals and denials of requests every 30 days to make sure practices are consistent with the spirit of the agreement.

If the employer requires an employee's participation in a specific course, seminar, workshop or other training program, either during or after regular work hours, all such time shall be considered time worked and the employee shall be reimbursed for related travel and mileage expense.