

**COLLECTIVE BARGAINING AGREEMENT**

Between

**NORTHWEST OREGON HOUSING AUTHORITY**

and

**LOCAL 2746-4, AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, COUNCIL 75, AFL-CIO**

July 1, 2016 through June 30, 2020

**TABLE OF CONTENTS**

PREAMBLE ..... 1

ARTICLE 1 – RECOGNITION ..... 1

ARTICLE 2 – NO DISCRIMINATION ..... 1

ARTICLE 3 – UNION SECURITY ..... 1

ARTICLE 4 – EMPLOYEE/UNION RIGHTS ..... 2

ARTICLE 5 – MANAGEMENT RIGHTS ..... 3

ARTICLE 6 – NO STRIKE/NO LOCKOUT ..... 3

ARTICLE 7 – SAVINGS CLAUSE ..... 3

ARTICLE 8 – GENERAL PROVISIONS ..... 3

ARTICLE 9 – DISCIPLINARY ACTION ..... 4

ARTICLE 10 – GRIEVANCE PROCEDURE ..... 6

ARTICLE 11 – CHANGES IN EXISTING CONDITIONS ..... 8

ARTICLE 12 – WAIVER OF BARGAINING ..... 9

ARTICLE 13 – WAGE RATES OF NEW POSITIONS ..... 9

ARTICLE 14 – PERSONNEL RECORDS AND INFORMATION ..... 10

ARTICLE 15 – SUBCONTRACTING ..... 11

ARTICLE 16 – WORKERS’ COMPENSATION AND SUPPLEMENTAL BENEFITS ..... 11

ARTICLE 17 – WAGES ..... 12

ARTICLE 18 – HOLIDAYS ..... 14

ARTICLE 19 – JURY/WITNESS LEAVE ..... 15

ARTICLE 20 – MILITARY LEAVE ..... 16

ARTICLE 21 – LEAVE WITHOUT PAY ..... 16

ARTICLE 22 – SICK LEAVE ..... 16

ARTICLE 23 – VACATION LEAVE ..... 17

ARTICLE 24 – HOURS OF WORK ..... 19

ARTICLE 25 – SENIORITY ..... 19

ARTICLE 26 – JOB BIDDING ..... 21

ARTICLE 27 – OVERTIME ..... 22

ARTICLE 28 – HEALTH AND WELFARE ..... 23

ARTICLE 29 – RETIREMENT .....	23
ARTICLE 30 – BEREAVEMENT LEAVE .....	23
ARTICLE 31 – TERM OF AGREEMENT.....	24
APPENDIX A – WAGES .....	25

## PREAMBLE

This Agreement, made this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the NORTHWEST OREGON HOUSING AUTHORITY, herein called "Employer", and Local 2746-4, American Federation of State, County and Municipal Employees, Council 75 AFL-CIO, herein called "Union".

The parties agree as follows:

### ARTICLE 1 – RECOGNITION

For the purposes of collective bargaining with respect to wages, hours and working conditions, the Employer recognizes the Union as the sole and exclusive bargaining agent for all regular full-time and part-time employees (part-time defined as a regular employee who works a regular schedule of 30 or more hours per week), excluding supervisor and confidential employees as defined by ORS 243.650(6) and (23), and excluding on-site key holders.

### ARTICLE 2 – NO DISCRIMINATION

1. The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, marital or familial status, race, color, gender, sexual orientation, gender identification, religion, national origin, or political affiliation or other protected class as defined by State or Federal Law.
2. The Employer and Union agree not to interfere with the rights of employees to become members or refrain from becoming members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or any Employee representative against any employee because of Union membership or employee activity in an official capacity on behalf of the Union.

### ARTICLE 3 – UNION SECURITY

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.

All employees of the bargaining unit who are members of the Union as of Union's ratification date of the Agreement or who subsequently voluntarily become members of the Union shall continue to pay dues, or the equivalent, to the Union during the term of this Agreement. This section shall not apply during the 30-day period prior to the expiration of this Agreement for those employees who, by written notice sent to the Union and the Employer, indicate their desire to withdraw their membership from the Union. No earlier than ninety (90) days and no later than sixty (60) days prior to the expiration of this

Agreement the Union shall provide written notice via US Mail to each member's home of members' rights to withdraw their membership from the Union and the time period during which the action must be taken. Written notice will also be posted on the Union bulletin board.

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 becoming or 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 Union. The employee shall furnish written proof to the Union that this has been done. Payments authorized by this Agreement and PECBA to non-religious charities or other charitable organizations shall be deducted by the Employer and paid periodically.

2. Fair share payment in the same amount as union dues authorized by this Article shall be deducted by the Employer and remitted to the Union.
3. The Union assumes responsibility for repayment of monies found to be deducted in error by the Employer under this Agreement.
4. Check-Off. 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. The Union agrees that it will indemnify, defend and hold the Employer harmless from all suits, actions, proceedings or claims against the Employer or persons acting on behalf of the Employer arising out of application of this Article.

#### **ARTICLE 4 – EMPLOYEE/UNION RIGHTS**

- 4.1 The Employer agrees to furnish and maintain a suitable bulletin board in a work area to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin board. All posting of notices and bulletins by the Union shall be factual in nature and shall be signed and dated by the individual posting the information.
- 4.2 The Employer agrees that Union representatives shall have reasonable access to the premises of the Employer during working hours as may be necessary periodically in order to administer this Agreement after notifying a supervisor at entry. The Union agrees that such visits will cause no disruptions or interruptions of work.

corrective action leads management to believe that formal discipline may be contemplated, the employee will be notified of the right to a union representative.

2. Discipline for reasons of misconduct and/or incompetence shall be in accordance with just cause. Discipline is generally progressive but is not limited in sanction based on the egregiousness and totality of circumstances.
3. If the Employer has reason to discipline an employee, every reasonable effort will be made to accomplish the discipline in a manner that will not embarrass the employee before other employees or the public.
4. Nothing in this contract shall be construed to abridge any employee's constitutional or civil rights. Prior to conducting a disciplinary meeting for a formal disciplinary investigation, the supervisor shall advise the employee of his or her right to union representation. Such representation is limited to one shop steward or employee representative designated by the Union, but does not limit other representation from AFSCME. Employees have the right to Union representation. If the employee so desires, he or she shall be afforded Union representation in accordance with that right. Such right will not unreasonably delay the interview.

The Employer will ask the employee if he/she would like Union representation before proceeding. At the conclusion of the meeting, the representative may ask the employee questions to clarify previous answers or to elicit further information, may suggest additional witnesses to be interviewed and may present additional information which may be relevant. If the meeting is solely for the purpose of administering discipline, the meeting shall not be delayed if no Union representative is available.

Either party may audio record the meeting. The parties agree to exchange recordings upon request.

5. Imposition of Suspension Without Pay and Discharge. Prior to imposing an economic discipline or discharging an employee, the Employer shall furnish the employee a written statement of charges which sets forth the nature of the offense and the facts known to the Employer at the time upon which the potential economic discipline or discharge decision is being based. The notice will also provide a 72-hour notice of the employee's right to have a rebuttal meeting to present additional materials or information prior to imposition of an economic sanction. After the opportunity for a rebuttal meeting, the employer may impose discipline as necessary. If discipline is imposed, the written disciplinary letter will include the facts of the case, the nature of the violation(s) as related to the agency, and an explanation of the disciplinary sanction. Upon written request of the employee or Union, investigatory materials relied upon to impose an economic sanction or termination will be provided by the Agency at or after imposition of the discipline. Reasons given by the Employer for discipline may be expanded in cases where further evidence pertinent to the charges is subsequently discovered.

## ARTICLE 10 – GRIEVANCE PROCEDURE

1. The purpose of this procedure is to secure, at the lowest possible level, mutually acceptable solutions to grievances which may arise from time to time affecting bargaining unit employees.
2. A grievance shall be defined as an alleged violation or misapplication of the terms of this Agreement affecting an employee or the Union. Should a grievance arise concerning the interpretation or application of the provisions of this agreement such grievance shall be settled according to the terms hereinafter provided. An employee, at their discretion, may elect to be represented by the Union at any step in the procedure.

### STEP 1:

- A. The aggrieved party or designated representative is encouraged to informally resolve the issue with the immediate supervisor. If the supervisor has no authority to resolve the dispute, the supervisor shall so state. In the event such attempt is unsuccessful, the grievance shall be filed in writing within ten (10) working days of the occurrence of the alleged violation or misapplication. The date of occurrence is defined as the date the aggrieved party had or should reasonably have had knowledge of the occurrence. The notice shall include:
  - (1) A statement of the grievance and relevant facts;
  - (2) Applicable provisions of the contract; and
  - (3) Remedy sought.
- B. The supervisor shall attempt to resolve the grievance if resolution is possible within the scope of their authority, and shall in any case furnish a written statement of their response within ten (10) working days after the written grievance has been filed.

### STEP 2:

- A. If after proceeding through Step 1 above, the grievance is still unresolved, the aggrieved party or designated representative may refer the grievance to the Executive Director within ten (10) working days of the Step 1 written response due date. The Executive Director shall attempt to resolve the grievance, and shall furnish a written statement of the Employer's position within ten (10) working days after the grievance has been filed at this step.
- B. Should the grievance affect more than one (1) employees, the Union may choose to introduce the grievance at step 2. Any grievance which involves, demotion and reduction in pay, suspension without pay or discharge may be introduced at ~~this~~ step 2.

- C. If the grievance is still unsettled at the end of Step 2, the moving party may, by delivering written notice within five (5) working days of the due date of the Executive Director's response at Step 2, advance the grievance to Step 3 for arbitration.
- D. In the alternative, the parties may, by mutual written agreement use mediation to attempt to resolve the grievance.

**STEP 3:**

Arbitration/Mediation. If the parties agree to use mediation, the parties shall either mutually agree to a mediator or use the State of Oregon Employment Relations Board (ERB). The moving party will contact the ERB and request a mediator within ten (10) days of the Director's response. The parties shall cooperate to schedule mediation to occur as soon as practicable. Any partial or complete resolution of the grievance upon mediation shall be reduced to writing that is signed by all parties or their representatives. Timelines for advancing the grievance to arbitration shall be held in abeyance until the conclusion of mediation.

**STEP 4:**

- A. When the Grievance has been Advanced to Arbitration. The final selection of an arbitrator shall be accomplished with one party, to be determined by lot, first striking off one of five (5) names submitted by the ERB State Mediation and Conciliation Service, and thereafter the parties alternately striking names until one name remains. The list shall contain names of only Oregon and Washington arbitrators on a list provided by the Employee Relations Board. The parties shall select an arbiter within ten (10) working days of receipt of the list from the ERB. The parties will subsequently contact the arbiter within five (5) working days to set a hearing date.
- B. The arbitrator shall have no authority to alter, modify, amend or change any terms or conditions of this Agreement, nor shall the arbitrator decide on any matter which is not specifically addressed in this Agreement. No decision of the Employer shall be set aside because of due process issues arising under any authority except as just cause provides.
- C. The decision of the arbitrator shall be delivered to both parties within thirty (30) calendar days following the presentation of the case or as determined by the arbiter, and such decision shall be final and binding on both parties. At the request of either party the arbitrator may retain jurisdiction for a period of days after the date of the award to consider and decide post-decision matters deemed appropriate by him or her.

3. General Procedures for Grievance Proceedings:



- A. All meetings at Steps 1 and 2 shall be kept informal.
  - B. A grievance may be terminated at any time upon receipt of a signed statement from the employee or duly designated representative stating that the grievance is resolved or withdrawn.
  - C. Grievance proceedings, where practicable, will be held during regular working hours on Agency premises, and without loss of pay to the grievant. It is understood that the Agency shall not incur overtime liability as a result of such meetings or related proceedings or investigations.
  - D. The cost of the arbitrator shall be borne by the losing party, or when the arbitrator rules in part in favor of both parties, the arbitrator shall apportion the costs.
  - E. Grievance meetings between management and a shop steward shall occur at a time mutually agreed upon.
4. Extensions of Time. Any time limit in this procedure may be extended by mutual written agreement and be binding on both parties. Such agreement, when practicable, shall be reduced to writing and signed by both parties; e-mail confirmation of mutual agreement shall be considered sufficient. Failure to properly observe time limits as stated without such agreement shall cause the grievance to be dismissed.

#### **ARTICLE 11 – CHANGES IN EXISTING CONDITIONS**

1. For purposes of this Agreement, the term, “existing working conditions”, means employment practices concerning wages and hours or which have a direct impact on wages and hours, which have been:
  - A. consistent;
  - B. clearly acted upon; and
  - C. readily ascertainable over a reasonable period of time as mutually accepted by the parties.
2. Employer shall give written notice of any change in existing working conditions addressed in this Agreement or that otherwise impacts a mandatory subject of bargaining to the president of the local and designated AFSCME representative not less than fourteen (14) days prior to implementing a change. Existing working conditions shall be changed only after the Union has been afforded an opportunity to make suggestions or to issue a written demand to bargain the impacts of the proposed change within fourteen (14) days of

receiving the notice. If the Union issues a demand to bargain, the parties will commence bargaining according to ORS 243.698.

3. Disputes regarding the change of existing working conditions shall be resolved through the process provided under ORS 243.698.
4. No payment of monies made in error, or not authorized by proper authority, shall be considered an existing condition.

#### **ARTICLE 12 – WAIVER OF BARGAINING**

1. 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 agreement 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.
2. 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.
3. 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 obligation conflict with explicit terms of this Agreement.

#### **ARTICLE 13 – WAGE RATES OF NEW POSITIONS**

1. When any position not listed in Addendum A is established, or when an existing position description is substantially revised, the Employer will set a wage range for the position which bears a reasonable relationship to wage rates and duties of other positions of the Employer.
2. Upon setting a wage range for the new position, the Employer shall notify the Union in writing of the wage, its effective date, and provide the position description. The Union may either accept the established wage or within fourteen (14) days of receipt of the Employer's notice, notify the Employer of its intent to negotiations the wage range for the new position, which negotiations must be prompt.

## ARTICLE 14 – PERSONNEL RECORDS AND INFORMATION

1. Pursuant to ORS 652.750, an employee or employee representative with written consent of the employee, may inspect that employee's personnel file within five (5) working days at a time mutually agreed upon. Upon written request, an employee or his or her authorized representative shall be provided a copy of all or any portion of the employee's personnel file.
2. An employee may request removal from his or her personnel file of any letter of reprimand more than two (2) years old, provided that no further discipline for the same offense is issued during the time period. If further discipline is issued on the offense then the reprimand currently in the file shall be refreshed for the time period of the subsequent discipline.

Records of suspension or equivalent reduction in pay for two days or less shall be removed from the personnel file at the end of three (3) years provide that no further formal discipline for the same offense is issues during the time period. Records of suspension, demotion or reduction in pay shall be removed from the personnel file at the end of four (4) years provided that no further formal discipline for the same offense is issued during the time period.

Both parties acknowledge that properly removed letters of discipline may be maintained by the Employer. Properly removed letters shall be placed in a sealed file and shall not be opened absent a court order or if the Employer needs to defend itself from a liability or grievance action.

Both parties may maintain materials redacted to exclude the disciplined employee's name and use these materials under the following circumstance:

- A. The redacted material may be retained beyond the period established in Section 3.
  - B. The redacted material may be used by either party in its defense to charges of unevenly applied discipline or failure to represent.
  - C. Before using redacted material as set forth above, the party using the material shall give the other party a two (2) week notice.
  - D. Either party shall have access to the redacted material of the other party.
3. For purposes of this section, "personnel file" means the formal file of personnel documents, maintained by the Executive Director, and does not include supervisory logs or notes which are kept during the performance evaluation period.

## **ARTICLE 15 – SUBCONTRACTING**

1. The Employer shall have the right to subcontract any and all work not regularly and customarily performed by bargaining unit employees. The Employer must provide notice of its intent to subcontract any and all work regularly and customarily performed by bargaining unit employees to the local president and AFSCME representative. The union has fourteen days (14) from receipt of notice to demand to bargain. Providing timely notice and consistent with ORS 243.698, the Employer must negotiate with the Union the effect of any decision to subcontract which would result in layoffs or decreases in the regular hours of work of existing employees. It is recognized that such meetings with the Union shall take place before actual implementation of the change and that no change shall be made until the parties have negotiated the impacts. The parties agree to meet on an expedited basis upon request of either party within a reasonable period of notice of subcontracting which is subject to this Article.
2. Assignment of work to a bargaining unit employee or excluded/exempted employee shall not constitute subcontracting and is within the custom and prerogative of the Employer to assign work.
3. The Employer shall have no further obligation regarding subcontracting beyond those set forth in this Article.

## **ARTICLE 16 – WORKERS’ COMPENSATION AND SUPPLEMENTAL BENEFITS**

1. All members of the bargaining unit will be provided Workers’ Compensation as required by Oregon law.
2. The period of time that an employee is off the job and unable to work by reason of a disability compensable under the Workers’ Compensation Law shall not interrupt his or her accrual of seniority unless the employee’s doctor, the State Workers’ Compensation Department or Board or the employee certifies to the Employer in writing that the employee will be permanently disabled to such an extent that he or she will be unable to return and fully perform the duties of the position he or she last occupied. However, should the employee be transferred to another position which he or she is qualified to perform with the disability, seniority shall be governed in accordance with Article 25 of this Agreement. The employee’s status shall be governed exclusively by applicable state statutes related to re-employment and non-discrimination.

If injured during the trial period, the trial period may be extended in an amount not to exceed the full trial period following the employee’s return to work in a full duty capacity.

3. The Employer will continue paid health insurance benefits during the first four months of time-loss on an accepted Worker’s Compensation claim.

## ARTICLE 17 – WAGES

1. The wages of employees during the life of this Agreement are as follows:

Effective and retroactive to July 1, 2016, the salary scale will be increased by **2% (two percent)** at the entry step.

Effective **January 1, 2017**, the salary scale will be increased by **0.5% (one-half percent)** at the entry step.

Effective **July 1, 2017**, the salary scale will be increased by **2.5% (two and one-half percent)** at the entry step.

Effective July 1, 2018, the salary scale will be increased **2.75% (two and three-quarters percent)** at the entry step.

Effective **July 1, 2019**, the salary scale will be increased **3.0% (three percent)** at the entry step.

Steps are 5% apart.

Effective and retroactive to July 1, 2016, the classification of Special Program Coordinator shall be adjusted to match the wages of the Housing Specialist Inspector classification.

2. Step Increases

- A. Eligibility: Employees shall be eligible for a step increase on the date of their annual Anniversary or upon promotion date to a new classification, date up to the top of their adopted salary range based upon satisfactory performance, as determined by a performance evaluation report.

3. Position Descriptions and Performance Evaluations

Section 1: Position Descriptions:

Individual position descriptions shall be reduced to writing and delineate the duties currently assigned to an employee's position. A dated copy of the position description shall be given to the employee and the Shop Steward or designee upon assuming the position and when the position description is amended. The individual position description shall be subject to at least an annual review with the employee.

Section 2: Performance Evaluations

Employees are subject to annual performance evaluations.

The supervisor shall provide and discuss the draft performance evaluation with the employee.

If there are any changes, comments or recommendations to be made in the evaluation by the employee after the supervisor has discussed it with the employee, the evaluation shall be returned to the supervisor for consideration before finalizing the evaluation. The employee shall sign the new evaluation and that signature shall only indicate the employee has read the evaluation. A copy shall be provided to the employee at this time.

All written comments provided by the employee within 10 working days of receiving the final evaluation shall be attached to the performance evaluation.

If an employee is working in less than a satisfactory manner which may affect the annual evaluation, the supervisor will notify the employee promptly in writing and at least 30 days prior to the performance evaluation and merit increase due date. The employer may place an employee on a written work improvement plan with copies to the shop steward or designee. This plan shall include the deficiencies and how to improve the deficiencies.

The supervisor shall meet on a monthly basis at a minimum with the employee to review with the employee the work improvement plan.

### Section 3: Denial of Performance Increase

The Employer shall give notification in writing of withholding of performance increases to any employee and the chapter president and council representative at least thirty (30) days prior to the employee's eligibility date. When the performance increase is to be withheld, the reasons shall be given in writing. Pay increase shall take effect on the first payroll date after the satisfactory performance completion.

#### 4. Longevity

Employees with continuous service, shall receive longevity increases as follows:

- A. After completing 6 years of service – 2%
- B. After completing 9 years of service – an additional 4% for a total of 6%.
- C. After completing 12 years of service – an additional 4% for a total of 10%.
- D. After completing 15 years of service – an additional 4% for a total of 14%

All increases shall be on the employee's base wage.

5. Working Out of Classification

Employees assigned by a management supervisor and approved in writing by the Executive Director to work the majority duties of a position in the Union above their classification for more than three consecutive days will receive an additional 5.0% of base wage for all hours worked in the assigned position after the three days. If assigned by management to work in position classification that is not in the bargaining union and above a Union position, the rate will be 10% under the same terms.

Working out of class shall not be used by the Employer to avoid filling a promotional opportunity and therefore out of class assignments to a higher classification (position) generally shall not exceed 120 days, per fiscal year. Working out of class may be used whenever an employee is on authorized or legally protected leave without limitation for the duration of the protected employee's absence.

6. Call Back Pay: An employee called back to work outside their regularly scheduled shift will be paid a minimum of two (2) hours overtime. Call back begins upon arrival to NOHA or the facilities maintenance shop and ends upon departure from NOHA or the facilities maintenance shop.

**ARTICLE 18 – HOLIDAYS**

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

New Year's Day	January 1 <sup>st</sup>
Martin Luther King's Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	First Monday in September
Veterans' Day	November 11 <sup>th</sup>
Thanksgiving Day	Fourth Thursday in November
Friday following Thanksgiving	Fourth Friday in November
Christmas Day	December 25 <sup>th</sup>

2. Holidays will also include days designated by the Employer.
3. Personal Time. Regular full-time employees receive 32 hours per calendar year of paid personal time off (placed on the personal time leave books) on January 1 of each year of this Agreement. Employees hired after January 1<sup>st</sup> of any year shall have their personal time pro-rated at a rate of 2.666 hours per month. Upon completion of thirty calendar days of employment newly hired employees are entitled to take personal leave.

The use of personal time is subject to mutual agreement between the employee and their supervisor. Accrued hours of Personal leave shall not carry over to the next year. Paid

8. Vacation Cancellation: In the event an employee's scheduled vacation is cancelled due to operational needs of the employer, or natural disaster or emergency, the employee may cash out the scheduled vacation hours. Such cash-out shall not be subject to the frequency restriction set forth in Section 7, above. This provision permits cash out to the employee's retirement account as provided in Section 7 above.

#### **ARTICLE 24 – HOURS OF WORK**

1. The normal working hours for full-time employees under this Agreement shall be forty (40) hours per week. The usual schedule is 8:00 AM to 12:00 noon and 1:00 PM to 5:00 PM, Monday through Friday. However, it is recognized that the Employer's operations may require schedules other than Monday through Friday or other work hours, during the day. Employees will receive two (2) consecutive days off if alternative work days are used. Employer may use a 4/10 schedule with three (3) days off for all or some of the employees, in its discretion. In the event the starting or quitting times of any schedule is changed, the employee will receive a two (2) week written notice, except for emergency or unforeseen circumstances for which the employee will receive as much notice as is possible.
2. Lunch periods shall be scheduled by the Employer, and will allow the employee sixty (60) 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.
3. There shall be two (2) paid fifteen (15) minute breaks, at or near the mid-point of each half shift. There shall be three (3) fifteen (15) minute breaks for employees who work shifts scheduled to last more than ten (10) hours.

#### **ARTICLE 25 – SENIORITY**

1. For purposes of this Agreement, "seniority" means length of continuous services as an employee of this Employer, computed from the date of the employee's original hire. Such date shall be known as the employee's "continuous service date". Where two employees have the same continuous service date, the employee who first reported to work shall be deemed the senior employee. Where continuous service dates and reporting dates are the same, seniority shall be determined by lot once at a time of original placement on the seniority list.
2. As used in this section, "continuous service" includes all paid leave of absence, and unpaid leave of up to thirty (30) calendar days. In the event of layoff and recall or unpaid leave, the employee's continuous service date shall be adjusted to reflect a total length of continuous service which does not include time spent in layoff status or on unpaid leave.



3. Voluntary termination of employment of longer than ninety (90) days shall void the employee's continuous service date. If the employee should be hired again, after more than ninety (90) days of the date of voluntary termination, his/her most recent date of hire shall become the continuous service date. Otherwise, the date will be adjusted.

4. Layoff and Recall:

When the Agency decides a workforce adjustment or layoff will be necessary, the Agency will notify the AFSCME representative. Where a workforce adjustment plan is developed, the Agency will share the plan with the AFSCME Representative.

Workforce adjustments include, but are not limited to, reassignment of individual employees to existing budgeted vacancies, voluntary demotions, or work week reductions. If mutual agreement on work force adjustments cannot be reached within 15 days, the Agency may implement layoffs.

In an employee elects a voluntary demotion as a workforce adjustment, the employee will have the right to return to their previous position should it become funded and available.

A. Layoff

Definition of layoff: an indefinite and permanent reduction in hours equivalent to 50% or more of an employee's budgeted FTE.

In the event of a reduction of work force, layoffs shall be made in the affected job title in inverse order of seniority within the job title when job skills are deemed equivalent and performance of the employee has been satisfactory. The Employer may make exceptions based upon special skills or capabilities based on the duties of the position. Written notice of layoffs of at least two weeks shall be provided to the affected employees and the AFSCME Representative.

An employee who receives written notice of layoff shall have 10 working days to notify the Employer of their choice of one of the following options:

- 1) To accept the layoff without exercising bumping rights or
- 2) Bump the employee with the least seniority in a job classification for which the employee is qualified due to prior service in the position, unless under the circumstances that employee is being utilized based on special skills or capabilities.

An employee who has been bumped as a result of layoffs shall be entitled to all layoff rights contained in this Article.

## **ARTICLE 28 – HEALTH AND WELFARE**

1. Medical-Hospital Insurance: The Employer agrees to provide each full-time and part-time regular and trial employee covered by this Agreement with medical-hospital and prescription drug coverage following thirty (30) days of employment. The Employer will provide vision and dental insurance. Coverage begins on the 1<sup>st</sup> day of the month that follows the first thirty (30) days of employment.
2. Life Insurance: The Employer shall provide \$ 20,000.00 per employee of life insurance coverage.
3. Premiums: Premiums for the medical-hospital, prescription drug, vision and dental insurance will be paid as follows:

The employer will contribute 85% of the premium for CCIS Co-Pay Plan B. Employees will be responsible for the remainder of the monthly premium through payroll deductions.

4. Voluntary Employee Benefit Arrangement (VEBA): Employees on CCIS Co-Pay Plan B, will receive a monthly VEBA contribution per employee of thirty-five dollars (\$35.00) each month.
5. The Employer will contribute 50% of the premium cost to the employee long-term disability plan as provided by the employer.
6. Should the plan year, tier structure or plan benefits be changed by the carrier during the term of the Agreement, the parties will consult and confer on what response, if any, is needed.

## **ARTICLE 29 – RETIREMENT**

The Employer will continue to match employees' retirement contributions to their retirement account up to a maximum of 6.0% of an employee's salary.

Employees may use one of the available administered accounts.

## **ARTICLE 30 – BEREAVEMENT LEAVE**

1. In the event of a death in the employee's immediate family, a full-time employees shall be granted up to forty (40) hours, leave of absence with full pay to make household and funeral arrangements; travel to; to attend funeral services. Part time employees shall be granted hours of leave with full pay equal to the number of hours they are regularly scheduled to work per week.

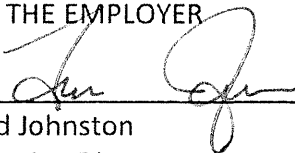
2. The total time granted for this Article shall not exceed forty (40) hours per the Employer's fiscal year for full time employees and shall not exceed more than the number of hours that a part time employee works in a normal work week.
3. For the purpose of this Article an employee's immediate family shall be defined as spouse, domestic partner, son, daughter, grandparents, grandchildren, mother, father, brother or sister of the employee or the employee's spouse or domestic partner or the aunt, uncle, niece, nephew, stepparent, or stepchild of the employee or any relative regularly residing in the employee's house.
4. Additional leave may be approved according to Article 22, Sick Leave, Section 7 of this Agreement.

**ARTICLE 31 – TERM OF AGREEMENT**

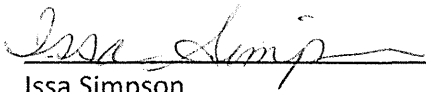
This Agreement shall be effective upon execution and shall remain in full force and effect until June 30, 2019. Negotiations for a successor agreement shall commence no later than March 30, 2020.

IN WITNESS WHEREOF, the parties hereto have set their hand this 14 day of April 2017 2014.

FOR THE EMPLOYER

  
\_\_\_\_\_  
Todd Johnston  
Executive Director

FOR THE UNION:

  
\_\_\_\_\_  
Issa Simpson  
AFSCME Council Representative

## APPENDIX A – WAGES

### Monthly Salary

Monthly salary is based on a 2080 hrs/yr regular schedule.

Negotiated CBA Wage Increases 7/1/2016 through 7/1/2019								
Eff Date	Classification	New Hire	Step One	Step Two	Step Three	Step Four	Step Five	per CBA Increase to wage
			6 Months	1 year	2 years	3 years	4 years	
			5%	5%	5%	5%	5%	
7/1/15	Maintenance Tech I	\$ 2,620.88	\$ 2,751.92	\$ 2,889.51	\$ 3,033.99	\$ 3,185.69	\$ 3,344.98	
7/1/16	Maintenance Tech I	\$ 2,673.30	\$ 2,806.96	\$ 2,947.31	\$ 3,094.68	\$ 3,249.41	\$ 3,411.88	2%
1/1/17	Maintenance Tech I	\$ 2,686.66	\$ 2,821.00	\$ 2,962.05	\$ 3,110.15	\$ 3,265.66	\$ 3,428.94	0.50%
7/1/17	Maintenance Tech I	\$ 2,753.83	\$ 2,891.52	\$ 3,036.10	\$ 3,187.90	\$ 3,347.30	\$ 3,514.66	2.50%
7/1/18	Maintenance Tech I	\$ 2,829.56	\$ 2,971.04	\$ 3,119.59	\$ 3,275.57	\$ 3,439.35	\$ 3,611.32	2.75%
7/1/19	Maintenance Tech I	\$ 2,914.45	\$ 3,060.17	\$ 3,213.18	\$ 3,373.84	\$ 3,542.53	\$ 3,719.66	3%
7/1/15	Finance Assistant	\$ 2,606.52	\$ 2,736.84	\$ 2,873.69	\$ 3,017.36	\$ 3,168.25	\$ 3,326.66	
7/1/16	Finance Assistant	\$ 2,658.65	\$ 2,791.58	\$ 2,931.16	\$ 3,077.72	\$ 3,231.61	\$ 3,393.19	2%
1/1/17	Finance Assistant	\$ 2,671.94	\$ 2,805.54	\$ 2,945.82	\$ 3,093.11	\$ 3,247.76	\$ 3,410.15	0.50%
7/1/17	Finance Assistant	\$ 2,738.74	\$ 2,875.68	\$ 3,019.46	\$ 3,170.44	\$ 3,328.96	\$ 3,495.41	2.50%
7/1/18	Finance Assistant	\$ 2,814.06	\$ 2,954.76	\$ 3,102.50	\$ 3,257.62	\$ 3,420.50	\$ 3,591.53	2.75%
7/1/19	Finance Assistant	\$ 2,898.48	\$ 3,043.40	\$ 3,195.57	\$ 3,355.35	\$ 3,523.12	\$ 3,699.28	3%
7/1/15	Special Program Coordinator	\$ 2,541.24	\$ 2,668.30	\$ 2,801.72	\$ 2,941.80	\$ 3,088.90	\$ 3,243.35	
7/1/16	Special Program Coordinator	\$ 2,640.66	\$ 2,772.70	\$ 2,911.33	\$ 3,056.90	\$ 3,209.74	\$ 3,370.23	Increase = to H.S.I.
7/1/16	Special Program Coordinator	\$ 2,693.47	\$ 2,828.15	\$ 2,969.55	\$ 3,118.03	\$ 3,273.93	\$ 3,437.63	2%
1/1/17	Special Program Coordinator	\$ 2,706.94	\$ 2,842.29	\$ 2,984.40	\$ 3,133.62	\$ 3,290.30	\$ 3,454.82	0.50%
7/1/17	Special Program Coordinator	\$ 2,774.61	\$ 2,913.34	\$ 3,059.01	\$ 3,211.96	\$ 3,372.56	\$ 3,541.19	2.50%
7/1/18	Special Program Coordinator	\$ 2,850.92	\$ 2,993.46	\$ 3,143.13	\$ 3,300.29	\$ 3,465.31	\$ 3,638.57	2.75%
7/1/19	Special Program Coordinator	\$ 2,936.44	\$ 3,083.27	\$ 3,237.43	\$ 3,399.30	\$ 3,569.27	\$ 3,747.73	3%
7/1/15	Occupancy Specialist	\$ 2,640.66	\$ 2,772.70	\$ 2,911.33	\$ 3,056.90	\$ 3,209.74	\$ 3,370.23	
7/1/16	Occupancy Specialist	\$ 2,693.47	\$ 2,828.15	\$ 2,969.55	\$ 3,118.03	\$ 3,273.93	\$ 3,437.63	2%
1/1/17	Occupancy Specialist	\$ 2,706.94	\$ 2,842.29	\$ 2,984.40	\$ 3,133.62	\$ 3,290.30	\$ 3,454.82	0.50%
7/1/17	Occupancy Specialist	\$ 2,774.51	\$ 2,913.34	\$ 3,059.01	\$ 3,211.96	\$ 3,372.56	\$ 3,541.19	2.50%
7/1/18	Occupancy Specialist	\$ 2,850.92	\$ 2,993.46	\$ 3,143.13	\$ 3,300.29	\$ 3,465.31	\$ 3,638.57	2.75%
7/1/19	Occupancy Specialist	\$ 2,936.44	\$ 3,083.27	\$ 3,237.43	\$ 3,399.30	\$ 3,569.27	\$ 3,747.73	3%
7/1/15	Program Assistant	\$ 2,111.71	\$ 2,217.30	\$ 2,328.16	\$ 2,444.57	\$ 2,566.80	\$ 2,695.15	
7/1/16	Program Assistant	\$ 2,153.94	\$ 2,261.64	\$ 2,374.72	\$ 2,493.46	\$ 2,618.13	\$ 2,749.04	2%
1/1/17	Program Assistant	\$ 2,164.71	\$ 2,272.95	\$ 2,386.60	\$ 2,505.93	\$ 2,631.22	\$ 2,762.78	0.50%
7/1/17	Program Assistant	\$ 2,218.83	\$ 2,329.77	\$ 2,446.26	\$ 2,568.58	\$ 2,697.00	\$ 2,831.85	2.50%
7/1/18	Program Assistant	\$ 2,279.85	\$ 2,393.84	\$ 2,513.53	\$ 2,639.21	\$ 2,771.17	\$ 2,909.73	2.75%
7/1/19	Program Assistant	\$ 2,348.25	\$ 2,465.66	\$ 2,588.94	\$ 2,718.39	\$ 2,854.31	\$ 2,997.02	3%
7/1/15	Housing Specialist Inspector	\$ 2,640.66	\$ 2,772.70	\$ 2,911.33	\$ 3,056.90	\$ 3,209.74	\$ 3,370.23	
7/1/16	Housing Specialist Inspector	\$ 2,693.47	\$ 2,828.15	\$ 2,969.55	\$ 3,118.03	\$ 3,273.93	\$ 3,437.63	2%
1/1/17	Housing Specialist Inspector	\$ 2,706.94	\$ 2,842.29	\$ 2,984.40	\$ 3,133.62	\$ 3,290.30	\$ 3,454.82	0.50%
7/1/17	Housing Specialist Inspector	\$ 2,774.61	\$ 2,913.34	\$ 3,059.01	\$ 3,211.96	\$ 3,372.56	\$ 3,541.19	2.50%
7/1/18	Housing Specialist Inspector	\$ 2,850.92	\$ 2,993.46	\$ 3,143.13	\$ 3,300.29	\$ 3,465.31	\$ 3,638.57	2.75%
7/1/19	Housing Specialist Inspector	\$ 2,936.44	\$ 3,083.27	\$ 3,237.43	\$ 3,399.30	\$ 3,569.27	\$ 3,747.73	3%
	Hourly Rate P.A. as of 7/1/16	\$ 12.43	\$ 13.05	\$ 13.70	\$ 14.38	\$ 15.10	\$ 15.86	