

AGREEMENT
BETWEEN
WEST VALLEY
HOUSING AUTHORITY
&
AFSCME COUNCIL 75

Expiration - September 30, 2017

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PREAMBLE

This Agreement is made and entered into by and between the West Valley Housing Authority (hereinafter the Authority) and the American Federation of State, County and Municipal Employees Council 75, (hereinafter the Union).

ARTICLE 1 - RECOGNITION

1.1 Unit Description. The Authority recognizes the Union as the sole and exclusive bargaining agent for all employees of the Authority excluding supervisory, confidential and temporary employees (worker's employed six months or less), and employees working less than 20 hours per week.

Any dispute concerning bargaining unit composition shall be resolved by the Employment Relations Board.

1.2 New/Revised Classifications. If the Authority establishes a new position which is not clearly excluded from the bargaining unit under ORS 243.650 or reclassifies an existing bargaining unit position, the Authority shall notify the Union in writing seven (7) days following the action, as to whether it believes the classification to be within the bargaining unit.

1.3 Temporary Employees. The Authority shall limit the use of temporary employees to situations involving workloads of limited duration, emergencies, or vacation/sick leave relief.

ARTICLE 2 - MANAGEMENT RIGHTS

The Union recognizes that the Authority retains all the customary, usual, and exclusive rights, decision making prerogatives, functions, and authority connected with or in any way incident to its responsibility to manage the affairs of the Authority or any part of it. The rights of employees in the bargaining unit and the Union are limited to those specifically set forth in this Agreement, and the Authority retains all prerogatives, functions, and rights not specifically limited by the terms of this Agreement.

Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the Authority shall include the following:

- A) The determination of the Authority's financial, budgetary, accounting and organizational policies and procedures.
- B) The continuous overseeing of personnel policies, procedures and programs promulgated under any ordinance or administrative order of the Authority establishing personnel rules and regulations not inconsistent with any other term of this agreement.
- C) The management and direction of the work force including, but not limited to, the right to determine the methods, processes, and manner of performing work; the determination of job classifications, the right to hire, promote, demote, transfer and retain employees; the right to discipline or discharge for just cause; the right to lay off for lack of work or funds; the right to abolish positions or reorganize the departments or divisions; the right to determine schedules of work; the right to purchase, dispose of and assign equipment or supplies; and the right to subcontract any work so as not to displace both current or future union members from employment.

The exercise of any management prerogative, function, or right set forth above, which is not specifically modified, limited, or abridged by this Agreement, is not subject to the grievance procedure or to arbitration during the term of this Agreement.

ARTICLE 3 - UNION RIGHTS

3.1 Union Representatives. The Union shall notify the Agency in writing of its staff representatives of the Local, Council 75, or International. Upon proper introduction and notice, the representative shall have reasonable access to the premise of the Agency during all working hours to conduct Union business. Such visits are not to interfere with the normal flow of work and the employee's work performance.

3.2 Stewards & Officers. The Union shall notify the Authority in writing of the selection of stewards and officers. The Union will send updates as necessary.

3.3 Union Business. Unless otherwise provided in the Agreement, the internal business of the Union shall be conducted by the employees during non-duty time.

3.4 Grievance Processing. Stewards may receive, but not solicit, and may discuss complaints and grievances of employees on the premises and time of the Authority, but only to such extent as does not neglect, or interfere with the work and duties of the stewards or with the work or duties of employees. Stewards shall be granted reasonable time off during regularly scheduled working hours without loss of pay or other benefits to investigate grievances upon approval of their immediate supervisor. Stewards shall record the time they use investigating grievances on their monthly time sheets. If the permitted activities would interfere with either the steward's or grievant's duties, the direct supervisor(s) shall, within the next working day, arrange a mutually satisfactory time for the requested activities. No more than one (1) steward shall be involved in the same grievance.

3.5 Bulletin Boards. The Authority agrees to furnish and maintain, in each office building in which a bargaining unit member works, a bulletin board (or portion of a bulletin board) in a convenient place to be used exclusively by the Union for the posting of official Union notices. The Union shall keep the bulletin boards neat and orderly, and no derogatory material shall be placed on them.

3.6 Employee List. The Authority shall furnish to the Union, monthly, a list of the names, classifications and home addresses of new employees in the bargaining unit and a listing of changes of address of bargaining unit employees who have submitted such notice. The Authority shall furnish the Union with a monthly listing of employees who have terminated from the bargaining unit during the previous month.

3.7 On Premise Meetings. Upon request and approval the Union shall be allowed the use of the facilities of the Authority for meetings when such facilities are available and the meeting would not interfere with the business of the Authority. Employees may use Authority equipment, facilities, or any other Authority property for notice and conducting scheduled union membership meetings. Use of equipment shall include reasonable use of personal computers, fax machines and copy machines.

3.8 Employee Orientation. The Authority agrees to inform all new bargaining unit employees of the Union's exclusive representation status and shall provide all employees with a copy of the Agreement. The Authority agrees to allow a Union representative 15 minutes when new employees are being oriented, to speak to new employees about the Union's representational status, its benefits and services available to the membership.

3.9 Negotiation Team. Negotiations will be on Authority time and without loss of pay for three (3) employees selected by the Union to represent the Union in negotiations. Negotiation sessions that fall outside the employees regular work schedule shall not be compensable. The Union shall make every effort to pick a team, which represents a broad section of the organization, and do not all work in one section of the organization.

ARTICLE 4 - UNION SECURITY

4.1 Check-Off. The Authority agrees to deduct the uniformly required union membership dues and other authorized fees or assessments once each month from the pay of those employees who have authorized such deductions in writing.

4.2 Fair Share. The Authority, upon notification from the Union, will deduct the uniformly required Union dues for non-members represented by the Union. Such uniformly required Union dues shall be determined in accordance with statutory and constitutional requirements. It is further agreed that should an employee who is a non-member object to fair share payments required by this section and consequently files legal action against the Union or the Authority because of such payments, the Authority will not be obligated to collect such fair share payments from the employee until such time as the legal remedy is resolved.

4.3 Religious Objection. Any individual employee who objects to a payment-in-lieu of dues on bona fide religious tenets, or teachings of a church or religious body, of which such employee is a member, will inform the Authority and the Union of the objection. The employee will meet with representatives of the Union and establish a mutually satisfactory arrangement for distribution of a contribution of an amount of money equal to fair share dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish written proof to the Union that payment has been made as appropriate.

4.4 Hold Harmless. The Union will indemnify, defend and hold the Authority harmless against any claims made and against any suit instituted against the Authority as a result of any action taken pursuant to the provisions this article. The Union and the Authority each agree to reimburse any monies paid or not paid in error within 30 days of notification of such error.

4.5 Bargaining Unit Membership. All members of the bargaining unit who are members of the Union as of the effective date of the agreement or who subsequently voluntarily become members of the Union shall continue to 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 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. This section shall also not apply to any members who move into positions not represented by the Union or who otherwise become ineligible for membership in the bargaining unit.

ARTICLE 5 - DISCIPLINE AND DISCHARGE

5.1 Standard. No employee shall be disciplined except for just cause. Oral reprimands, warnings or counselings are not considered discipline and shall not be subject to the grievance procedure contained herein.

5.2 Implementation. If an occasion arises to discipline an employee, it shall be done in a manner not to embarrass the employee in front of other employees or the public.

5.3 Due Process. In the event the Authority believes an employee may be subject to discipline greater than a written reprimand, the following procedural due process shall be followed:

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

5.4 Just Cause Standards. For the purpose of this agreement, just cause shall be determined in accordance with the following guidelines:

- A) The employee shall have warning of the consequences of their conduct, unless the conduct is of such a nature that no prior warning is necessary in the eyes of a reasonable person.
- B) If a rule or order is the subject of the alleged misconduct, it must be reasonable and applied evenhandedly, with variations allowed based on the actual situations of the alleged misconduct.
- C) The Authority must conduct a reasonable investigation.
- D) It must be determined that the employee is guilty of the alleged misconduct or act.
- E) The discipline must be appropriate and applied in an evenhanded manner based on the severity of the misconduct or the actual or likely impact the misconduct has or would have on the employer's operations.
- F) The employee's past employment record with the Authority shall be considered, if appropriate, based on the severity of the act.

5.5 Administrative Leave. An employee may be placed on paid administrative leave pending an investigation and completion of the due process steps, if his/her continued presence on the job would constitute a safety hazards to himself/herself or to other employees or be potentially detrimental to Authority operations.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.1 Process. Should a disagreement arise concerning the interpretation or application of the provisions of this Agreement, such disagreement shall be settled according to the terms of this Article. An employee, at his or her discretion may elect to be represented by the Union at any step in the procedure.

Date of occurrence herein shall mean the date the aggrieved party had or should reasonably have had knowledge of the occurrence.

Notwithstanding the provisions of Step 1 below, it is understood that the aggrieved party may attempt to resolve the matter informally; however, for the purpose of preserving time limits, the aggrieved party may formally submit the particulars of the grievance to the applicable supervisor pending conclusion of the informal attempt.

Step 1

If an aggrieved party or designated representative cannot resolve an issue informally, the aggrieved party shall refer the grievance in writing to his or her immediate supervisor or manager within 14 calendar days of the occurrence of the aggrieved act. The Notice shall include:

- A) A statement of the grievance and relevant facts;
- B) Applicable provisions of the collective bargaining agreement; and
- C) Remedy sought.

The immediate supervisor shall consider the grievance and shall furnish a written statement of response within 10 calendar days.

Step 2

If the grievance cannot be resolved at Step 1, or the supervisor or manager has not submitted a written reply within 10 calendar days, the grievance shall be referred in writing to the Executive Director or designated representative within ten (10) calendar days of the step 1 response or the date the response was due. The Executive Director or designee will investigate the particulars of the grievance and will provide an answer to the employee within 10 calendar days of his receipt.

Step 3

If the grievance cannot be resolved at Step 2, or the Executive Director has not submitted a written reply within 10 calendar days, the grievance shall be referred in writing to the Authority's Board of Commissioners or designated representative and a copy of the letter sent to the Executive Director within ten (10) calendar days of the step 2 response or the date the response was due. The Authority's Board of Commissioners or their designee will review the particulars of the grievance and will provide an answer to the employee no later than 30 calendar days after receipt of the step 3 grievance notice. The Executive Director shall make every best effort to expedite the matter before the Board in order for them to reach their decision as quickly as possible.

Step 4

If the grievance cannot be resolved at Step 3, the Union must respond within 10 days of receiving a written decision from the Authority's Board of Commissioners or the date that a decision should have been received; the Union shall send written notice to the Executive Director and the Housing Authority Board of Commissioners of their intent to arbitrate the grievance, with a copy to the Employment Relations Board requesting a list of seven (7) Oregon arbitrators.

The Union and the Authority will select an arbitrator by alternately striking names, with the moving party striking first, from the Employment Relations Board list, one (1) name at a time until one (1) name remains on the list. The name remaining on the list shall be accepted by the parties as the arbitrator.

The decision or award of the arbitrator shall be final and binding. The arbitrator shall have no authority to add to, subtract from or change any of the terms of this Agreement. The arbitrator's fees and expenses shall be paid by the losing party. If, in the judgment of the arbitrator, neither party can be considered the losing party, then such expenses shall be apportioned as, in the arbitrator's judgment is equitable. All other expenses shall be borne exclusively by the parties requiring the service or item for which payment is made.

6.2 Time Limits. All parties subject to these procedures shall be bound by the time limits contained herein. If either party fails to follow such limits, the following shall result:

- A) If the grievant or the Union fails to respond in a timely fashion, the grievance may be carried forward, but it shall not be subject to arbitration.
- B) If the Authority, at any step, fails to respond in a timely fashion, the grievance shall proceed to the next step.

Upon mutual agreement the parties may waive or adjust the time limits specified herein.

ARTICLE 7 - SENIORITY

7.1 Definition. Seniority means a regular employee's length of continuous service in the bargaining unit since their last date of hire and time within a department during this continuous service period. An employee who has not completed 6 months of continuous employment shall not be considered to have seniority.

7.2 Seniority Loss. An employee shall lose all seniority credit in the event of:

- A) Voluntarily quitting or retiring.
- B) Discharge.
- C) Failure to return from layoff on the date specified for return to duty.
- D) Layoff of more than 12 months.

7.3 Seniority List. Upon request, the Authority will provide the Union with a seniority list of employees in the bargaining unit. In any event, the Authority shall not be required to provide a list more than once a year.

7.4 Ranking. In the event of a tie in length of service in the bargaining unit, the tie will be broken by using the most time within the department of the Authority. Any remaining ties will be broken by the flip of a coin.

ARTICLE 8 - LAYOFF AND RECALL

8.1 Layoff. If the Authority should reduce its work force, layoffs will be made within each job classification based on inverse order of their department seniority, unless the Authority determines that a bona fide operational need (e.g., bilingual, etc.) exists that requires retention of a less senior employee.

The Authority will notify employees not less than two (2) weeks prior to any layoff.

8.2 Offer of Reassignment or Transfer. A regular status employee shall not be laid off before he/she has been made an offer of reassignment or transfer to a different position within the organization in the same classification or a classification of the same salary level, for which the employee is qualified and for which a position vacancy is available. Such offers of reassignment shall be in writing, and shall be offered by the Executive Director.

All such offers must be accepted within three (3) days of written notification.

Should a regular status employee reject a written offer of reassignment or transfer to another position in the same classification or a classification of the same salary level, such employee shall be considered to have voluntarily terminated his/her employment as of the effective date of the original layoff notice.

8.3 Reduced Employment Offer. The Authority may offer an employee who is on notice of pending layoff a demotion to a position in a lower classification, or part-time employment in lieu of layoff to a position for which the employee is qualified, and for which a position vacancy is available. The demotion or offer of part-time employment in lieu of layoff shall be a noncompetitive appointment, and shall be offered to the employee in writing by the Authority. The employee shall have three (3) calendar days from the date of such written notification to accept or reject the offer.

- A) An employee who rejects or accepts an offer of demotion or an offer of part-time employment in lieu of layoff, shall have his/her name placed on the layoff list for the classification within the organizational division from which the layoff occurred.
- B) Any employee serving a Probationary Period to the Authority who voluntarily accepts demotion to a lower classification or part-time employment in lieu of layoff shall have all time spent in the higher classification or previous position count toward completion of the Probationary Period to the Authority.

8.4 Layoff Lists. Names of regular status employees who were laid off or demoted or who were placed in part-time positions in lieu of layoff shall be placed on the layoff lists for the classification within the organizational department from which the layoff occurred. If an employee has been on layoff for more than one year, then they shall be removed from the layoff list.

8.5 Recall. Regular status employees who were separated from status by layoff, or who were demoted or placed in part-time positions in lieu of layoff shall be recalled for any position vacancy which occurs which is in the same organizational department and classification they held prior to the layoff and for which they are qualified to perform the duties. Laid-off employees shall also be recalled to temporary positions or assignments for which they are qualified to perform the duties. Non-competitive reappointment, as just described, is limited to 12 months from the effective date of the layoff, demotion, or part-time assignment in lieu of layoff.

Employees will be recalled to their classification based on their department seniority, so long as such recall is within 12 months of their layoff date.

- A) If an employee rejects a written offer of recall, such employee's name shall be removed from the appropriate layoff list.
- B) If an employee accepts a written offer of recall, such employee shall be non-competitively recalled to that classification with all prior benefits restored. The employee's length of service will be adjusted by the total number of calendar days in which he/she was not employed by the Authority.
- C) Failure of an employee to respond to a written offer of reappointment within seven (7) days of the mailing date of such offer shall be deemed a rejection of the offer. The employee's name shall be removed from the appropriate layoff list as if the employee had rejected the offer.
- D) All written correspondence shall be sent by mail to the last known address of the employee. Mail returned as undeliverable or addressee unknown, etc., shall be considered a failure to respond.

8.6 Temporary Employees. Prior to the layoff of any regular employees, the Authority will remove temporary employees that are performing work that would fall within any classification affected by a layoff.

ARTICLE 9 - PROBATIONARY PERIODS

9.1 New Employees. Every new employee hired into the bargaining unit will serve a probationary period of six (6) continuous calendar months from date of employment, except that the probationary period will be extended by the same number of work days the employee is absent from work. With prior authorization by the Union, the supervisor may extend the probationary period up to an additional six months and may recommend an employee be appointed to regular status any time before 12 full months when the employee's performance clearly demonstrates competence in the job.

The Union recognizes the right of the Authority to terminate probationary employees for any reason, with or without cause, and any such termination shall not constitute a violation of this agreement and is not subject to the grievance procedure herein.

9.2 Transfers/Promotions. Authority employees who transfer or are promoted within the Authority, shall serve a probationary period of (6) months. If the employee is removed from the position during the probationary period for non-disciplinary reasons, they shall be allowed to return to their former position.

ARTICLE 10 - WORK SCHEDULES

10.1 Hours of Work. The Authority's regular work schedule shall consist of 40 hours of work during a workweek. For overtime purposes the workweek shall begin at 12:01 a.m. on Monday and end at midnight on Sunday.

Should funding for WVHA's Public Housing and Section 8 Housing Choice Voucher Programs be subject to federal "Sequestration" or if the funding for the Public Housing Operating Subsidy and the Section 8 Housing Choice Voucher Administrative Fees both falls below an 80% proration, it will be reason for a Contract reopener, specifically related to hours of work.

10.2 Meals. All employees shall be granted a non-paid lunch period of no less than one-half of one hour during each full work shift. Whenever possible, such meal periods shall be scheduled in the middle of the workday.

10.3 Rest Periods. A rest period of 15 minutes shall be permitted for all employees for each four hour work period. Whenever possible, such rest periods shall be scheduled in the middle of the work period.

10.4 Reporting Time. Each employee will have a fixed time for reporting to work and leaving from work, however, work schedules may be changed upon ten (10) days notice, whenever possible or as a result of an emergency.

Employees are expected to be at the appropriate work site during their scheduled work hours. Employees who are unable to report to work are to notify their immediate supervisor by their scheduled reporting time. If the employee is not able to speak directly to their Supervisor, the employee shall leave a voicemail message directly on their Supervisor's office or cell phone and is to call the front desk staff or call another supervisor or send a remote e-mail message to the office and advise them that the employee will not be at work. The report to their own supervisor only shall include the reason for the absence, and the expected length of the absence.

10.5 Flexible Work Schedules. The Supervisor and the Executive Director may approve an employee's request for a temporary flexible work schedule. The Executive Director reserves the right to approve or deny individual's requests based on the current operational needs and/or any other extenuating factors of the employee.

Flexible schedules are temporary in nature and may comprise fixed or varying work hours that equal a 40-hour workweek. The Authority reserves the right to rescind an employee's flexible schedule at any time as part of Management Rights.

10.6 Alternative Work Week. The Housing Authority shall consider all available work schedule options to meet operational needs. When appropriate, the Housing Authority may approve alternate work schedules to satisfy operational requirements or in response to an employee's request.

An alternative work schedule is any consistent work schedule other than the standard 8-hour, 5-day work schedule. The Authority reserves the right to rescind an employee's alternative work week at any time as part of Management Rights.

ARTICLE 11 - OVERTIME

11.1 Definition. Overtime shall be considered time worked by an employee in the performance of his/her job duties in excess of 8 hours per day or 40 hours in the workweek. Employees who request and are approved for a flexible work schedule, or if an alternative work week has been established, the employee shall waive overtime if work is performed over eight (8) hours in a day, but shall be subject to overtime after ten (10) hours of work performed in a day, and forty (40) hours of work within a week.

On-call or stand-by beeper duty shall not be considered as hours worked.

11.2 Overtime Compensation. Compensation for authorized overtime shall be at the rate of time-and-one-half the employee's regular hourly wage rate. Overtime shall be paid for each completed 15-minute period. Compensation shall be paid in cash or compensatory time as determined by the Executive Director upon consideration of the employee's request.

11.3 Compensatory Time. Any accumulated compensatory time will be added to the employee's vacation leave accrual so long as the vacation leave does not exceed the maximum accrual allowed.

11.4 Computing Overtime. For the purpose of computing overtime hours for overtime-eligible employees, any paid leave shall not be regarded as hours worked.

11.5 Approval. All requests for overtime must be approved in writing and in advance by the Executive Director, except when deemed an emergency or prompt response maintenance situation, where prior approval would be unworkable. In these situations, overtime requests will be submitted within three (3) work days to the Supervisor and approved by the Executive Director.

11.6 Compensation for Call-Out. Any employee called to work outside of his/her regularly scheduled shift, including while on vacation, holiday or sick leave, shall be paid for a minimum of two (2) hours at the rate of time and one-half (1½). If more than two (2) hours is performed, the employee shall be paid at the rate of time and one-half (1½) for the amount of time actually worked. The employee's supervisor or supervisor's designee must authorize the call out.

11.6 B. Call-out and Overtime Equalization of Opportunity. WVHA will inform our answering service to call the Asset Manager (AM), first, and the Executive Director (ED), second, for any maintenance calls during the evenings, weekends, and holidays. The AM or the ED, will then call the maintenance personnel (who have been determined by management to be qualified for the work required) to assign the task of taking the call-out for maintenance, in the following order, under a rotational basis, unless the AM or the ED has determined a need to deviate due to a unique situation which requires the most experienced maintenance technician available to respond to the call:

1. Maintenance/Construction Leadworker,
2. Maintenance Technician III, if applicable, and
3. Maintenance Technician II by any known availability.

The AM or ED will call the Maintenance Technicians on their WVHA-provided cell phone or their home phones (for those with no cell phone service at their home locations). When the Maintenance Technician accepts the call from the AM or the ED, the Maintenance Technician takes the information, provides the service and responds to the urgent maintenance call-out. If

the Maintenance Technician did not answer their WVHA-provided cell phone or their home phone or informed the AM or the ED that they did not want to take the call, it will count in the rotational basis just the same as if they responded and took the call-out. The AM will maintain the list for rotation and when the AM is going to be unavailable, the AM will provide the list to the ED to follow during the absence of the AM.

It is understood that acceptance of call-outs is part of the essential functions of the above listed Maintenance Technician positions. However, no one person is assigned the duty for call-outs and WVHA is in no way restricting the activities of the Maintenance Technicians during their off work hours. It is understood that WVHA Management could require a particular Maintenance Technician to respond if no other Maintenance Technician is available or could be reached.

In the event that an employee (maintenance or property managers) receives a call which he/she takes responsibility to handle for WVHA which does not result in a call-out, the employee will receive one hour over-time pay for such a call. Should the employee receive an additional call within the hour that does not necessitate a call-out, the employee would not be eligible for an additional one-hour over-time pay. In the event that an employee receives a call that does result in a call-out, the two-hour provision would apply, and the time spent dealing with the call(s) would be included in the total time calculation.

Any assigned overtime work, not associated with call-outs, will be offered to qualified Maintenance Technicians on an equitable basis within the limitations of the timeframe necessary to accomplish the tasks and the availability of the Maintenance Technicians to perform the work.

11.7 No Pyramiding. The Authority shall not be required to pay twice for the same hours.

ARTICLE 12 - HOLIDAYS

12.1 Observed. The following days shall be recognized and observed as holidays for full-time employees:

New Year's Day	January 1
Martin Luther King Day	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1 st Monday in September
Veterans' Day	November 11
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	Friday
Christmas Eve	December 24, only if it falls on a Monday, Tuesday, Wednesday, or Thursday
Christmas Day	December 25

Personal Leave Day shall be taken as the first full day of vacation leave in the calendar year.

Also, any other holiday granted by the West Valley Housing Authority Board of Commissioners.

12.2 Eligibility for Paid Holidays. Employees in regular positions of 40 hours per week shall receive eight hours of pay for each holiday listed above or such amount as designated for the holiday as listed above.

Part-time employees shall receive paid holiday hours for each holiday listed above on a prorated basis (actual hours worked each week computed as a percentage of a 40-hour workweek).

In no case shall an employee receive holiday compensation for both the actual holiday and the observed holiday.

12.3 Holidays Falling on a Weekend. Whenever a holiday observed by the Authority falls on Saturday, the preceding Friday shall be observed as a holiday. Whenever a holiday falls on a Sunday, the following Monday shall be observed as a holiday. The exception to this is Christmas Eve, which shall be as designated above in Article 12.1.

12.4 Holiday Compensation. An employee who works on a holiday will be compensated at a rate of time-and-one-half for all hours worked on the holiday, unless the employee is called out, in which case the provisions of Article 11. 6 shall apply.

In no case shall an employee receive holiday compensation for the actual holiday and the observed holiday.

12.5 Holiday During Leave. Should an employee be on an authorized leave with pay when a holiday occurs, the holiday shall be paid and not charged against leave accumulation. Holidays occurring during leave without pay shall not be compensated.

ARTICLE 13- VACATIONS

13.1 Accrued Vacation Leave. Employees shall accrue vacation time in accordance with the following schedule. Accrued vacation leave shall be credited to the vacation accounts on the first day of the month for each preceding full calendar month worked.

<u>Years of Service</u>	<u>Hours per Month</u>	<u>Max. Accumulation</u>
< 5 years	8.0	200
5 but < 10 years	10.0	200
10 but < 15 years	12.0	250
15 but < 20 years	14.0	250
20+ years	16.0	250

Full-time regular status employees shall accrue vacation leave as shown above.

Part-time regular status employees shall accrue vacation leave on a prorated basis (computed as a percentage of a 40-hour workweek).

Probationary employees having served in the Authority service for six (6) continuous calendar months shall be credited with 48 hours of vacation leave unless they are a part-time employee, and then vacation leave shall be prorated as above

13.2 Vacation Leave Accrual During Unpaid Leave. Employees having unpaid leave during a calendar month shall accrue vacation leave on a prorated basis for hours worked during the month.

13.3 Maximum Accumulation and Vacation Buy-out. Maximum accumulation for full-time employees is shown above at 13.1. Maximum accumulation for part-time employees will be prorated.

Employees with accumulated vacation leave balances of at least 160 hours, who either have used or have an approved schedule to use at least 40 consecutive or 60 non-consecutive hours of vacation during the calendar year, may elect to buy down 40 hours vacation during the same calendar year. To receive compensation in lieu of time off, the employee must submit a completed "Request for Vacation Buydown" form to the Executive Director no later than December 15th of that calendar year. Employees shall only be allowed to utilize vacation buyout once per calendar year and buydown requests shall only be paid at the end of the month. Requests must be received by the 15th of the month to be processed at the end of that same month. Part-time employees would have a prorated amount of the accumulated vacation leave and could elect to buy down a prorated amount of hours based upon the scheduled amount of work hours per week for their respective positions.

Employees will forfeit any hour in excess of their maximum accumulation on December 31 of each year or upon termination of Authority employment with two (2) exceptions: 1.) if there are extraordinary circumstances outside an employee's control, in which case, with the prior approval of the Board of Commissioners, employees may be paid for the excess hours; 2.) if the Authority is unable to schedule vacation due to the departmental work schedule, the employee will receive payment for vacation time that he or she otherwise would lose because of the accrual limitation.

13.4 Termination or Death. After six months of service, upon the termination, for any reason, of an employee, or the death of an employee, all accumulated vacation shall be paid either to the employee or his/her heirs, whichever the case may be.

13.5 Vacation Leave for Part-Time Employees. A part-time regular status employee working fifty percent (50%) of the equivalent full-time position shall accrue vacation leave on a pro rata basis (computed as a percentage of a 40 hour work week.)

13.6 Scheduling of Vacations. Whenever possible, employees shall have the right to determine vacation time, however, the Authority reserves the right to schedule vacation time. Requests for vacation shall be reviewed with and approved by the supervisor and Executive Director in advance, so as to ensure continuity of services.

ARTICLE 14- SICK LEAVE

14.1 Accrual of Sick Leave. Sick leave shall accrue at the rate of eight (8) hours for each full calendar month of service, and shall be credited to the employee's leave account the last day of the month of accrual. Employees having unpaid leave during a calendar month shall accrue sick leave in the same manner as vacation leave as stated in Article 13.

- A. New employees serving their initial Probationary Period in regular positions are eligible to accrue sick leave.
- B. Part-time regular employees working fifty percent (50%) or more of a full time position shall accrue sick leave on a prorated basis (computed as a percentage of a 40-hour work week.)
- C. No compensation for accrued sick leave shall be allowed for any employee when he/she is in a non-paid status, including leave of absence without pay.

14.2 Use of Sick Leave for Illness or Injury. Employees may utilize their sick leave when unable to perform their duties by reason of illness or injury, necessity for medical or dental care; exposure to contagious disease under circumstances which the health of the employees with whom associated or member of the public necessarily dealt with would be endangered by attendance of the employee, or by illness in their immediate families, for such period as the employee has sick leave credit. The employee will make every best effort to insure that other arrangements for care of a family member will be considered. After three (3) working days of sick leave, the employee shall discuss the situation with the supervisor.

For the purposes of this section, immediate family is defined as mother, father, spouse, sister, brother, children, step children, step parents, mother-in-law, father-in-law, grandparents, and grandchildren or other persons residing in the employee's immediate household.

14.3 Absence Paid by Workers Compensation Insurance. Upon acceptance of a claim by the Workers' Compensation carrier, time loss benefits of two-thirds of regular wages will begin after a 3-day waiting period if the employee is still unable to work. The Authority will continue to pay the regular wages and benefits of employees who have leave banks and will deduct full time loss from the employee's paid leave. Employees have the choice of turning their Workers' Compensation time loss checks in to Payroll or employees may keep the Workers' Compensation time loss check (which is non-taxable) and lose PERS contributions for time loss on the Workers' Compensation claim. Two-thirds of leave banks utilized while off work on a compensable claim will be restored (this does not include the leave for the 3-day waiting period).

14.4 Notification. Any employee who is ill and unable to report to work shall make reasonable effort to notify his/her supervisor at least thirty (30) minutes prior to his/her reporting time unless other notification requirements are established by mutual agreement between the employee and the Executive Director.

If in the opinion of the Executive Director, circumstances appear to warrant, the Authority may require verification of the attending physician or practitioner to substantiate that an illness or injury prevents the employee from working. The Authority may also require the employee to substantiate the need for any absence to attend an ill family member.

The Authority, at its expense, may require a physician's certification of fitness to work.

14.5 Exhaustion of Sick Leave. For employees who exhaust sick leave benefits for circumstances that fall outside of Federal and State family medical leave eligibility, an employee may request up to ninety (90) calendar days of sick leave without pay. This leave request will not extend family medical leave entitlement periods. The Authority may grant such leave if it determines that the leave will not place undue hardship on the organization. In the event such leave exceeds ninety (90) days, an extension may be authorized by the Authority. From time to time, the Authority may require that the employee submit a certificate from the attending physician or practitioner. The certificate shall establish that sufficient disability exists to justify the leave and that there is reasonable expectation that the employee will be able to return to work at the end of the leave. In the event of a failure or refusal to supply such certificate, or if the certificate does not clearly show sufficient disability to preclude the employee from the performance of duties, such leave shall be canceled and the employee's service terminated.

14.6 Sickness During Paid Vacation. An employee who becomes ill during a period of approved vacation leave may not use sick leave in lieu of vacation. If the illness extends beyond the vacation period, only the time subsequent to the end of the vacation will be charged to sick leave.

14.7 Hardship Leave. Employees have the option to donate vacation leave to another employee's (donee's) sick leave account after the donee's vacation and sick leave are exhausted. Eligibility applies to regular employees who have exhausted all vacation and sick leave, and who experience hardship because of their own illness or injury, or the illness or injury of an immediate family member who requires the employee's care. Employees on Workers' Compensation are not eligible.

Employees may apply for hardship leave to the Executive Director or his/her designee, who will assure donations are anonymous. At the time of application approval, the Executive Director or his/her designee will send out a notification to all employees informing them of the exhaustion of paid leaves, and thus vacation leave may be donated. Donated leave shall be posted to the donee's sick leave account. Donated vacation leave, which is not used, shall not be credited back to the donor.

Donated vacation leave will not be converted into an hourly rate, but will be passed along to the donee, who will be paid at the donee's regular rate of pay and then applied to the donee's sick leave account. Donated vacation leave must be donated in increments of one hour or more and in whole hours only.

ARTICLE 15 - LEAVES OF ABSENCE WITHOUT PAY

15.1 Granting a Leave. The Executive Director may grant a leave of absence without pay after leave benefits are exhausted.

15.2 Job Availability on Return from Leave¹. For leave of absence without pay for periods of 60 calendar days or less, the employee shall be restored to the position he/she previously occupied at the salary range previously assigned.

For leaves of absence without pay for periods in excess of 60 calendar days, the Authority shall make reasonable attempts to restore an employee to the position he/she occupied prior to the commencement of the leave of absence. The Authority is unable to guarantee to an employee that his/her particular position will be available upon return from the leave due to the possibility of program changes, discontinuance of funds, or other organizational alterations. The Authority shall notify an employee on an approved leave of absence if circumstances change and the position must be filled.

Should the Authority be unable to restore an employee to his/her previous position, the Authority may restore the employee to such other position as may be available. Such position may provide the employee the status and pay, or the nearest approximation thereof, to the position previously occupied.

15.3 Adjustment of Date of Hire. Leaves of absence without pay which exceed 14 consecutive calendar days shall result in the adjustment of the Date of Hire by the total calendar days of the leave.

15.4 Failure to Return from Leave. Any employee who has been granted a leave of absence without pay and who, for any reason, fails to return to work at the expiration of said leave of absence, shall be considered as having resigned the position, and the position shall thereupon be declared vacant, except and unless the employee, within three (3) days after the expiration of such leave of absence, has furnished evidence of inability to return to work by reason of illness, physical disability, or other legitimate reasons beyond his/her control.

15.5 Leaves of Absence Without Pay for Union Related Trainings. In instances where the work of West Valley Housing Authority shall not be impaired by the temporary absence of one employee, the Executive Director may grant a leave of absence without pay not to exceed 5 days per calendar year under this provision. Ordinarily, employees are expected to exhaust their paid leave benefits before taking leave without pay. In this instance only, the employee will not be required to exhaust their paid leave benefits before taking this Union-related training leave and the employee's benefit accrual will not be prorated.

¹The requirements of this section do not apply to any leaves that are granted as a result of statutory mandates.

ARTICLE 16 - LEAVES OF ABSENCE WITH PAY

16.1 Service with a Jury. Employees shall be granted leave with pay for services with a jury, provided that the compensation paid to the employee for the period of absence shall be turned over to the Authority. Employees are required to work all available hours prior to reporting for jury service, and employees who are excused or complete jury service before the ending of their workday shall report to their immediate supervisor for duty.

16.2 Attendance in Court. Leave without pay may be granted for attendance in Court in connection with an employee's personal affairs.

16.3 Military Leave. Military leave shall be granted in accordance with Oregon Revised Statutes.

16.4 Bereavement Leave. When a member of the employee's or employee's spouse's immediate family as defined below has died, up to three (3) days per calendar year bereavement leave will be granted to an employee by the Authority for the period of time the employee is unable to perform their duties. Additional leave needed for out of state travel, family assistance, or for additional occurrences within the calendar year, can be supplemented from the employee's other approved leave, including sick leave.

Immediate family is defined as mother, father, step parents, spouse, sister, brother, children, step children, son-in-law, daughter-in-law, mother-in-law, father-in-law, grandparents, and grandchildren or other persons residing in the employee's immediate household.

16.5 Compassionate Leave. In the event an employee covered by this contract dies, other represented employees may be granted reasonable time off, up to three (3) hours of paid leave for the purpose of serving as pall bearer or to otherwise attend the funeral.

ARTICLE 17 - TRAVEL EXPENSES

17.1 Mileage. Mileage for the business use of an employee's personal vehicle shall be paid at the current IRS mileage rate.

17.2 Travel Schedule. Other expenses related to travel shall be paid according to the Authority's travel policy.

ARTICLE 18 - COMPENSATION

18.1 Salary Schedule. Employees will be compensated in accordance with the attached salary schedule.

18.2 Schedule Movement. Employees will move on the salary schedule based on satisfactory performance. Normal increases while advancing through the salary schedule will be at four percent (4%) increments.

Employees eligible for advancement on the salary schedule will do so upon their first six month anniversary date, and annually thereafter. Salary adjustments occur the first of the following month if the anniversary date is after the first workday of the month.

18.3 Additional Wages. The Authority reserves the right to give employees additional movement in the salary schedule and provide bonuses if deemed appropriate.

18.4 Retirement. The Authority will pick up the employees' contribution to PERS or OPSRP as permitted by ORS238.205(5)(a) and ORS238.330. Should for any reason the ORS238.205(5)(a) and ORS238.330 employer pick up no longer be legally available the Authority will, unless prohibited by law, increase employee wages by six percent (6%) and return to the limited pick up provided for prior to September 1, 1998, including but not limited to the terms of compensation for non PERS/OPSRP members. OPSRP employer contribution pursuant to ORS238A.340, the Authority agrees to make employer contributions to the individual account program of its OPSRP members in an amount equal to six percent (6%) of salary.

18.5 Bilingual Pay. The Authority shall pay four percent (4%) in addition to the regular rate of pay to employees who utilize Spanish or American Sign Language in addition to English on the job when it is used on a recurrent, regular basis in the course and scope of their work assignment. The Authority will approve employee positions for bilingual pay and determine the qualifications to be eligible for the pay.

18.6 Uniforms and Protective Clothing. For the first fiscal year covered by this bargaining agreement, the Housing Authority will provide five (5) summer season shirts and five (5) winter season shirts and one (1) jacket with Housing Authority logo insignia as uniforms to the employees filling the following positions:

- Maintenance Technician I
- Maintenance Technician II
- Maintenance/Construction Leadworker

All summer season and winter season shirts and the jacket style will be agreed upon by representatives from the staff positions and the Executive Director and only one style for each season will be provided. The employee will be responsible for laundering and maintaining the uniform shirts and jacket throughout the year. Annually thereafter, each employee can receive up to three (3) replacement shirts. Employees must turn in their old shirts when they have been replaced. Any required protective equipment or safety equipment, i.e., rubber boots, overalls, hearing protection, safety glasses, helmets, or rain gear will be provided to the employee at no cost to the employee by the Housing Authority. All Housing Authority issued or provided uniform shirts, jacket, and protective equipment or safety equipment shall remain the property of the Housing Authority and must be returned to the Housing Authority when the employee leaves employment with the Housing Authority.

18.7 Cost of Living (COLA). In order to align the salary COLA with our funding year, it follows as listed below:

For the year beginning January 1, 2016 the Authority will provide a 1% COLA.

For January 1, 2017, the Authority will increase the salary schedule if additional federal sequestration reductions do not materialize and the federal funding for the Public Housing Operating Subsidy and the Section 8 Administrative Fees are at least a proration of 80% or greater of the HUD-required formulas. If the funding proration for both programs is between 80% and 83%, the COLA would be 1.0%; if the funding proration for both programs is above 83%, the COLA would be 2.0%. If one program's proration is less than 80% of formula and the other program is above 80% of formula, then the COLA would be 0.5%. If both programs have a funding proration of less than 80% of formula, then the COLA would be 0.0% and it would be a reason for a re-opener of this Contract.

If there is a delay in Congress finalizing appropriations for the HUD-funding beyond January 1 for 2017, the determination of the COLA will be delayed until Congress has finalized the HUD appropriations. However, any COLA delayed but later determined once Congress has finalized the HUD appropriations, would be made retroactive to the respective January 1 dates listed above.

ARTICLE 19 - HEALTH & WELFARE

The Authority will provide and maintain the following insurance benefits/plans or substantially comparable benefit/plans for each employee and their dependents, as long as the agency's eligibility is acceptable per CCIS rules. This situation would be a reason for a re-opener of this agreement upon notification from the Authority to the Union:

- ◆ Medical – BC/BS (Copay Plan B) with a \$500 deductible or Kaiser (no deductible)
- ◆ Dental - (CCIS Plan III, which is Moda Health formally known as ODS) or Kaiser or Willamette Dental effective January 1, 2016 (All three dental plans will be available for selection by employees, however, WVHA will only include the premium costs for the Willamette Dental plan in the calculation of WVHA's portion of the premium. Employees who chose to buy-up to have a different dental plan, will be required to pay the full difference in premium costs.)

The Authority will provide and maintain the following insurance benefits/plans or substantially comparable benefit/plans for each employee:

- ◆ Life - \$10,000
- ◆ Short-Term Disability - 13 weeks. \$190 a week supplemented by employee's sick leave and vacation leave Payments shall not exceed monthly gross wages.
- ◆ Long-Term Disability - 5 year, 60% plan with a 90 day eligibility period.
- ◆ Long-Term Care - 5 year benefit after 60 days. \$1,500 per month.

Employees will also have the ability to add benefits or have allowable premiums deducted as pre-tax under the Authority's Section 125 cafeteria plan.

The Housing Authority will contribute 85 percent of the monthly premium per employee toward the cost of a health and dental plan up to a maximum of \$1,300 per employee, regardless of the medical coverage requested but only including the premium costs for the Willamette Dental Plan. Employees will pay the remaining 15 percent of the premium, regardless of which medical plan the employee selects and any buy-up difference in premiums for the dental plans. Employees who decline health insurance shall receive \$10.00 per month for opting out of health insurance, only if they have other group coverage. Annually, a committee made up of Housing Authority and Union representatives will review insurance coverage options. If either of the medical plans offered above experience an increase in health insurance premiums of 10% or more, WVHA will no longer offer that plan but will offer the next lower plan (either BC/BS Copay Plan C or Kaiser 250 Deductible Plan) for effective January 1, 2017.

Medical and dental benefit payments for part time employees will be prorated.

19.1 Continuation of Benefits During Oregon Family Leave Act (OFLA).

1. **Continuation of Health Benefits** Employees on leave are entitled to continue health benefits on the same terms and conditions as active employees for up to the 12 weeks in a leave calculation year regardless of whether they are in paid or unpaid status. All health benefit payments made by the Housing Authority will cease at the end of the OFLA leave period. Premiums for employee-paid optional benefits will be the responsibility of the employee to pay to the Housing Authority during periods of leave without

pay and those premiums must be paid within the month that they are due. Employees should contact payroll about this prior to taking leave without pay.

2. The Housing Authority will recover premiums paid on behalf of an employee who does not return to work for reasons other than a serious health condition of the employee or family member or other circumstances beyond the control of the employee.

19.2 Health Insurance Committee

West Valley Housing Authority commits to establishing a Health Insurance Committee consisting of three members of the management team and three members of AFSCME Local 173 to monitor the health and dental benefits in between contract negotiations. The Committee will meet on a quarterly basis, but can be cancelled upon the mutual agreement between representatives of the management team and representatives of AFSCME Local 173.

ARTICLE 20 - GENERAL PROVISIONS

20.1 Maintenance of Standards & Benefits. The Authority shall not change any employment conditions that are mandatory subjects for bargaining during the term of this Agreement, except as provided by State statute.

(Note: Section means employment conditions not contained in the agreement can be changed, but only if properly negotiated as required by State statute.)

20.2 Work Out of Class. The Authority agrees to compensate an employee assigned in writing to assume the major distinguishing duties of a position in a higher classification, at a rate of four percent (4%) higher than their current rate or the bottom step of the higher range, whichever is greater.

20.3 Pay Periods and Pay Dates. Employees will be paid on a monthly basis with the payday being the last business day of the month. A mid-month draw may be taken, by the direct deposit plan, not to exceed fifty percent (50%) of net earnings.

In the event the Authority changes its pay system and/or changes the payday, employees will be given at least 60 days notice of such a change. Prior to making changes to the payroll system the Authority will give the Union an opportunity to discuss.

20.4 Adverse Weather Conditions. On occasion, during the winter months, adverse weather conditions severely impair the ability of some staff members to get to work at their scheduled time, or remain at work until their scheduled quitting time. When, in the judgment of the Authority, weather conditions require the closing or curtailing of operations after the employee reports to work, the employee shall be paid for the remainder of his/her shift if sent home. If in the judgment of the Authority, weather conditions require the closing of operations prior to normal operating hours, each employee will be called and directed to remain at home with pay for the remainder of the work day. The authority will give priority to calling employees first whose residences are most distant from the employees' designated work location, and will strive to notify these employees one hour prior to the beginning of the work shift whenever possible. Employees will ensure that they can be reached by telephone should normal operations resume. Any essential personnel identified by the Executive Director (see Exhibit 1), as "directed to respond" shall report to duty during adverse weather conditions, unless directed otherwise. Essential personnel who do report for duty during this period shall be paid at overtime rates.

When individuals are late or unable to report to work, employees shall use vacation leave to make up those hours lost. In the event that an employee has no vacation leave, time lost shall be considered approved leave without pay.

20.5 Performance Evaluations. The employee shall have the opportunity to provide his/her comments to be attached to the performance appraisal within ten (10) days of employee signature. The employee shall sign the performance appraisal and that signature shall only indicate that the employee has read the performance appraisal. A copy shall be provided to the employee at the time.

20.6 Vacancies and Reclassifications. Authority will post bargaining unit vacancies for seven days. On all bargaining unit job vacancies, current employees that apply and meet minimum qualifications will be given an opportunity to interview for the position. Reclassifications will not cause an increase in salary until the employee's normal anniversary date, unless the reclass causes the employee to be below the range. If this occurs, the employee will be paid at the bottom of the range.

20.7 Promotions. Employees that are promoted to higher positions in the bargaining unit will be given a 4% increase or advancement to the top of the range, whichever is less. In any event, the employee will not be placed at a rate less than the starting rate for the position, which may require more than a 4% adjustment.

ARTICLE 21 – NO STRIKE

21.1 No Strike. During the life of this Agreement, the Union and members of the bargaining unit, as individuals or a group, will not initiate, cause, condone or participate in any strike, work stoppage, slowdown, picketing or any other restriction of Housing Authority work.

In the event of an unauthorized work stoppage, the Union shall, upon written Authority notification, immediately instruct the involved employees in writing, with a copy to the Authority, that their conduct is in violation of this Agreement and to return to work immediately. Such notification by the Union shall not constitute an admission that it has caused or counseled such strike activity. The Authority shall have the right to discipline, up to and including discharge, any employee who instigates, participates in or gives leadership to any strike during the term of this Agreement.

Article 21.2 No Lockout. Provided that the employee is in compliance with Section 21.1 above, there will be no lockout of employees in the bargaining unit by the Authority as a result of a labor dispute during the term of this agreement.

ARTICLE 22 - TERM OF AGREEMENT

This agreement shall be effective as of its execution and shall remain in full force and effect through September 30, 2017. This agreement will continue from year to year unless one of the parties makes a request to bargain a successor agreement by June 30th of the expiring year.



EXECUTION OF AGREEMENT

This agreement is executed and entered into on this the ____ day of _____, 2015 by:

West Valley Housing Authority

Linda Jennings, Executive Director

Christian Edelblute, Executive Director

Blair Wasson, Chair, West Valley Housing Authority Board of Commissioners

AFSCME Council 75

Joseph West, Council Representative

Robert Beehner, Bargaining Team Member

Elizabeth Sylva, Bargaining Team Member

Maria Mendoza, Bargaining Team Member

Attachment

SALARY SCHEDULE
(Effective October 1, 2015)
(1.0% COLA, not effective until January 1, 2016)

CLASSIFICATION	BEGIN RATE	STEP 2	STEP 3	STEP 4	STEP 5	END RATE
Occupancy Assistant I	\$2,326	\$2,419	\$2,516	\$2,617	\$2,722	\$2,831
Occupancy Assistant II	\$2,618	\$2,723	\$2,832	\$2,945	\$3,063	\$3,186
Occupancy Specialist	\$2,936	\$3,053	\$3,175	\$3,302	\$3,434	\$3,571
Accounting Clerk	\$2,332	\$2,425	\$2,522	\$2,623	\$2,728	\$2,837
Accountant	\$3,134	\$3,259	\$3,389	\$3,525	\$3,666	\$3,813
Maintenance Technician I	\$2,226	\$2,315	\$2,408	\$2,504	\$2,604	\$2,708
Maintenance Technician II	\$2,717	\$2,826	\$2,939	\$3,057	\$3,179	\$3,306
Maintenance Technician III	\$3,193	\$3,321	\$3,454	\$3,592	\$3,736	\$3,885
Construction Project Coordinator	\$4,251	\$4,421	\$4,598	\$4,782	\$4,973	\$5,172
Maintenance/Construction Leadworker (composite of Maintenance Technician III and Construction Project Coordinator)	\$3,543	\$3,685	\$3,832	\$3,985	\$4,144	\$4,310
D/I Property Manager/ Caseworker-Inspector/ FSS Caseworker	\$3,170	\$3,297	\$3,429	\$3,566	\$3,709	\$3,857

Effective date - October 1, 2015

EXHIBIT 1

Maintenance Tech I
Maintenance Tech II
Maintenance Tech III

