

D. Schedule. Except for bona fide emergencies, normal work schedules shall not be changed.

E. Modifications. The provision for an eight (8) hour day should not be construed as prohibiting the creation of part-time employment or the establishment of rotative, staggered, flexible, or shortened work periods for permanent, part-time employees.

F. Relief Periods. Employees shall be allowed one relief period of fifteen (15) minutes duration in each four (4) hour work period. Insofar as it is practicable, it shall be in the middle of each four (4) hour work period, such time to begin when the employee leaves his/her work station and to end when the employee returns to his/her work station. Rest periods which are not taken during a given shift shall not be considered as overtime accumulation.

G. Meal Periods. Employees shall receive either one (1) hour or one-half (1/2) hour unpaid lunch period during each work shift. The AGENCY shall determine whether the lunch period shall be one (1) hour or one-half (1/2) hour. Whenever practicable, lunch periods shall be scheduled at the middle of the shift.

H. Clean-Up Time. Employees shall be afforded reasonable necessary time, as determined by the AGENCY, for the purpose of clean-up prior to the conclusion of the workday.

I. Outside Employment. No employee may engage in any compensated activity or outside employment which is likely to:

1. Interfere with or adversely affect the performance of their work as an AGENCY employee.
2. Subject the AGENCY to adverse criticism.
3. Constitute an apparent or real conflict of interest due to the nature, conditions, competition or some other aspect of the activity.

For the purpose of this paragraph, written notice to the AGENCY must be given by the employee prior to the initiation of the outside employment, if the activity or outside employment involves:

- a. Conflicts of AGENCY time, vehicle, building or equipment use.
- b. Any client (present or back one [1] year) of the AGENCY who compensates an AGENCY employee for work done for the client.
- c. Any individual or organization which contracts directly with the AGENCY, i.e., Section 8 landlords; the Cities of Eugene and Springfield; Lane County; HUD; BPA; EWEB; SUB; Blachly-Lane Co-op; weatherization contractors with the AGENCY; or any public (or private) officials, employees of the above organizations. This list is for illustrative purposes only, and is not to be considered all inclusive.
- d. Public funds, agencies, or employees which interact with the AGENCY.
- e. Outside activities that may be construed by the public to be acts of the AGENCY.

Failure to obtain AGENCY approval in writing prior to engaging in a compensated activity relating to the above activities will result in disciplinary action.

J. Ten-Hour, Four-Day Workweek. Notwithstanding, Article X, WORK SCHEDULE AND OUTSIDE EMPLOYMENT, Section C, Workday, it is recognized that the AGENCY may, from time-to-time, find that changes in individual or operational work schedules are in the best interest of governmental operations. It is agreed that the AGENCY shall notify the UNION and

any affected employees ten (10) working days prior to implementation of such changes, and upon request shall arrange to meet with the UNION to discuss the impact of such changes in an attempt to resolve any conflicts. Temporary work schedule changes for the purpose of meeting statutory requirements shall not be subject to the provisions of this section. If a ten (10) hour, four (4) day work schedule is established under this section, the three (3) days off shall be consecutive and shall include a Saturday and Sunday. Notwithstanding Article III, WAGES AND SALARIES, Section D, Overtime, overtime shall only be paid for hours worked beyond ten (10) hours a day or forty (40) hours a week.

XI. TERMINATION

Resignations. A thirty (30) calendar day notice of separation is recommended when possible. In order to resign in good standing, an employee shall give the AGENCY at least fourteen (14) calendar days written notice.

XII. DISCIPLINE AND DISCHARGE

A. Just Cause and Due Process. An employee who has completed the probationary period shall not be discharged or disciplined without just cause or due process. . **Any memorandum to an employee which includes a warning regarding discipline or delineates prior wrong doing will be considered a disciplinary action. Written directives, work plans, coaching, or counseling letters that indicate expectations are not considered discipline.**

1. Causes. For illustrative purposes, just cause may include but is not limited to: Misconduct, inefficiency, incompetence, insubordination, indolence, malfeasance, the giving of false information or withholding information with intent to deceive when making application; or violation of published AGENCY policies, rules or regulations; United States Department of Housing and Urban Development rules or regulations including conflict of interest situations which may involve outside employment; or for political activities forbidden by the federal and state "Hatch Acts."

2. Due Process. In the event the AGENCY determines that there is cause for discharge, suspension, or demotion, a written pre-disciplinary notice shall be provided to the employee and a copy to the UNION. Such notice shall include the complaints, facts, and charges being relied upon for the determination and a statement that the employee may be discharged, suspended, or demoted and that s/he has the right to UNION representation. The employee shall be afforded the opportunity to refute the complaints, facts, and/or charges and to present mitigating circumstances, in writing and/or in person, at a time and place specified in the notice. The time of the meeting shall be established at least five (5) working days after the date of the pre-disciplinary notice is delivered. Pending a pre-disciplinary action, at the discretion of the AGENCY, the employee may be suspended with pay or required to continue work as specified in the pre-disciplinary notice.

B. Types of Action

1. Oral Reprimand. Oral reprimand shall not be entered into the employee's personnel file.

2. Written Reprimand. Written reprimand shall be entered into the employee's personnel file.

3. Suspension Without Pay. An employee may be suspended without pay for a period or periods not exceeding thirty (30) calendar days in any twelve (12) months.

4. Demotion. Demotion shall result in the lowering of an employee's classification as a result of disciplinary action.

5. Discharge. An employee shall be terminated from employment with the AGENCY as a result of disciplinary action.

6. Employee's Signature. Any document that is to become part of the employee's personnel file under this section shall be submitted to the employee for their signature. The employee's signature on any document denotes only that the employee is aware that the document has been entered in their personnel file, not that they agree with any statement made in the document.

C. Manner of Action. If a supervisor has reason to reprimand an employee, the supervisor shall make reasonable efforts to impose such discipline in a manner that will not embarrass or humiliate the employee before other employees or the public. The generally-accepted procedures of progressive discipline shall be followed by the AGENCY in disciplining and discharging employees.

D. Protest. Any permanent employee who is disciplined or discharged under the provisions of this article may protest the action through the grievance procedure set forth in the Agreement.

XIII. GRIEVANCE PROCEDURE

A. Purpose. 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.

B. Scope. Should a disagreement arise concerning the interpretation of application of the provisions of this agreement, or of the current personnel policy, or as to the performance of the obligations herein, such disagreement shall be settled according to the terms hereinafter provided. An employee, at his/her discretion, may elect to be represented by the UNION at any step in the procedure.

C. Date of Occurrence. It is understood that the reference to "date of occurrence" herein shall mean the date the aggrieved party had or should reasonably have had knowledge of the occurrence.

D. Informal Attempt to Resolve. Notwithstanding the provisions of Step 1 below, it is understood that the aggrieved party is obligated to 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. Applicable supervisor shall mean the employee's immediate supervisor.

Step 1

1. The aggrieved party or designated representative shall first attempt to informally resolve the issue with the applicable supervisor. If the supervisor has no authority to resolve the dispute, s/he shall so state. In the event such attempt is unsuccessful, the aggrieved party shall refer the grievance in writing to the supervisor, within fourteen (14) calendar days of the occurrence of the grievance. The notice shall include:

- a. A statement of the grievance and relevant facts;
- b. Applicable provisions of the contract; and
- c. Remedy sought.

2. The supervisor shall attempt to resolve the grievance if resolution is possible within his/her scope of authority, and shall in any case furnish a written statement of his/her position within five (5) working days after the written grievance has been filed.

Step 2

If the grievance cannot be resolved in Step 1 above, or the supervisor has not submitted a written reply within five (5) working days, the grievance shall be referred in writing to the Division Head (or designated representative) who shall investigate the particulars of the grievance, and attempt to resolve the issue within five (5) working days of receipt, and shall furnish a written reply to the aggrieved party within that time period.

Step 3

1. If after proceeding through Step 2 above the grievance is still unresolved, the aggrieved party or designated representative may refer the grievance to the Executive Director within five (5) working days of the Step 2 written response due date. The Executive Director shall designate a representative from the applicable division and one other management person to act on their behalf to meet with an equal number of UNION representatives on behalf of the employee for the purpose of reviewing the grievance and of making a recommendation to the Executive Director within fourteen (14) calendar days of receipt.

2. It is understood and agreed that should the grievance be of a classification nature, or affecting a significant number of employees, the UNION may choose to introduce the grievance at this step. It is understood and agreed that should the AGENCY be the aggrieved party, the matter shall be introduced at this step.

3. It is understood and agreed that any grievance which involves suspension or discharge may be introduced at this step.

4. It is understood and agreed that grievances concerning oral reprimands, work plans, written directives, and coaching, or counseling letters (Section 12.A.) shall not proceed beyond this step and are not arbitrable.

Step 4

1. If the committee is unable to reach a consensus regarding a resolution at Step 3, the matter may be referred to an arbitrator for final determination, provided that such referral shall take place within fifteen (15) working days of the conclusion of the Step 3 meeting.

2. The final selection of an arbitrator shall be accomplished with one party, to be determined by lot, first striking off one of the five (5) names submitted by the State Mediation and Conciliation Service, and thereafter the parties alternately striking names until one name remains.

3. The arbitrator shall have no authority to alter, modify, amend, vacate or change any terms or conditions of this agreement, nor shall the arbitrator decide on any condition which is not specifically treated in this Agreement.

4. The decision of the arbitrator shall be submitted within thirty (30) calendar days following the presentation of the case, and such decision shall be final and binding on both parties. The arbitrator shall retain jurisdiction for a period of eight (8) months from the date of the award.

E. General Procedures for Grievance Proceedings

1. All meetings and hearings at Steps 1, 2, and 3 shall be kept informal and private, and shall include only the grievant, their designated representatives, the AGENCY's designated representatives, and the witnesses at the time they are to testify.
2. All information relative to the grievance and resolutions accomplished via the procedure shall be considered exempt from public disclosure to the extent permitted by law, in an effort to assure confidentiality to the employee. It is understood that the UNION shall have the right to disclose to their UNION members the facts and outcome of the grievance.
3. A grievance may be terminated at any time upon receipt of a signed statement from the employee or duly designated representative stating that the matter is no longer an issue.
4. All grievance proceedings, where practicable, will be held during regular working hours on AGENCY premises and without loss of pay. It is understood that the AGENCY shall not incur overtime liability as a result of such proceedings or investigations.
5. In the event the arbitrator finds in favor of the grievant, the AGENCY shall bear the expense of the impartial arbitrator. In the event the arbitrator finds in favor of the AGENCY, the UNION shall bear the expense of the impartial arbitrator. The AGENCY and UNION shall assume individual liability for the cost of their respective witnesses. The arbitrator shall identify the losing party in the arbitration hearing and shall so state in the written decision to both parties.

F. Extensions of Time. Any time limit in this procedure may be extended for a reasonable cause by mutual agreement and be binding on both parties. Such agreement, when practicable, shall be reduced to writing and signed by both parties. Failure to properly observe time limits as stated without such agreement shall cause the grievance to become null and void.

G. Remedies. Cases involving alleged discrimination covered by Title VII of the 1964 Federal Civil Rights Act or Oregon Revised Statutes Chapter 659, Oregon Civil Rights Law, shall be appealable but not arbitrable. Bringing a court action or seeking an administrative resolution of a grievance shall act as a substitution for this grievance procedure and shall constitute an election of some other remedy in place of this grievance procedure.

XIV. UNION RIGHTS

A. UNION Security/Fair Share

1. It shall be a condition of employment that all bargaining unit employees covered by this agreement shall, on the thirty-first day following employment, either become members of the UNION, or shall pay an amount equal to, but in lieu of, monthly UNION dues to the UNION except as expressly modified in the paragraph below.

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 maintain membership status in the UNION during the term of this Agreement. This section shall not apply to the thirty (30) day period prior to the expiration of this Agreement for those employees who, by written notice, sent to the UNION and the AGENCY, indicate their desire to withdraw membership from the UNION.

2. In order to safeguard the right of non-association of bargaining unit employees based on a bona fide religious tenet or teaching of a church or religious body of which an employee is a member, the employee may exercise the choice of joining the UNION, or making an in-lieu-of-dues payment to the UNION or paying an amount of money equivalent to regular UNION dues to a non-religious charity. In the event such employee elects to make payment to a non-religious charity, such employee may be requested by the UNION to document that such payments are in fact being made.

3. Membership in good standing shall be defined as the payment or tender of periodic dues or in-lieu-of-dues as prescribed in the paragraphs above.

B. Deduction of UNION Dues/Fair Share

1. The UNION shall notify the AGENCY of the current rate of dues and fair share in lieu of dues fees in a timely manner which will enable the AGENCY to make necessary payroll deductions as specified below.

2. Pursuant to the Fair Share Agreement of this Article XIV, UNION RIGHTS, Section A. UNION Security/Fair Share, the AGENCY shall deduct from the last of each month's paycheck of all employees in the bargaining unit, a uniform amount for the payment of UNION membership or payment in-lieu-of-dues, to the UNION.

C. Remittance of Deductions. The AGENCY agrees to remit the aggregate deductions, together with an itemized statement to the UNION, by the fifth (5th) calendar day of the succeeding month after such deductions are made.

D. Release of AGENCY Liability. The UNION agrees to release the AGENCY and save the AGENCY harmless from any liability whatsoever after the AGENCY has made payment of dues to the designated officials of the UNION.

E. Bulletin Boards. The AGENCY agrees to furnish and maintain suitable bulletin boards in convenient places in each AGENCY-owned project, central maintenance office, and administration office for use by the UNION. The UNION shall limit the use of the bulletin boards to the posting of notices of general interest to the bargaining unit members and of UNION meetings, exclusive of objectionable materials.

F. UNION Activity During Working Hours

1. The UNION agrees that working hours shall be considered productive hours and that there shall be no UNION work or UNION activity on AGENCY time or on the AGENCY's regular premises, other than specifically permitted by the express terms of this Agreement.

2. UNION officers and representatives may communicate with AGENCY representatives concerning negotiation matters and contract administration matters during normal working hours.

3. A duly authorized representative of the UNION may be admitted to AGENCY premises for the purpose of assisting in the adjustment of grievances. Such visits shall not interfere with, hamper or obstruct normal AGENCY operations. Whenever practicable, UNION representatives shall first report their presence to the supervisor in charge of the work area which is being visited.

4. The UNION may hold meetings in AGENCY's meeting facilities during lunch time and before and after regularly scheduled work hours unless facility is previously scheduled. The UNION shall be responsible to ensure that facilities are properly secured and clean after such meetings.

5. UNION officers and duly authorized representatives may meet on AGENCY time thirty (30) minutes prior to and thirty (30) minutes following negotiations with the AGENCY for the purpose of resolving negotiations or grievances. No overtime or compensation time shall be granted.

6. A UNION steward or UNION officer working in the capacity of a UNION steward may spend a reasonable amount of time investigating, filing, and subsequently processing a grievance or a potential grievance, during normal working hours. The UNION steward shall be responsible to arrange for the necessary time with the applicable supervisors.

G. Personnel Files. The AGENCY agrees to permit the UNION, in response to a written authorization of an employee in the bargaining unit, to examine and duplicate that employee's personnel file.

H. Listing of Employees. Upon request, the AGENCY agrees to furnish the UNION each month a current listing of all employees within the bargaining unit.

XV. PROHIBITED ACTIVITIES

A. No Strike

1. Neither the UNION nor any person acting on its behalf will cause, nor its members as individuals or as a group authorize, support, participate in, or take part in any work slow-up, work stoppage or strike, i.e., the concerted failure to report for duty, or willful absence of an employee from their position or stoppage of work or abstinence in whole or part from the full, faithful, and proper performance of the employee's duties of employment, except as permitted under Oregon law.

2. The AGENCY agrees that bargaining unit employees shall not be assigned work that was normally carried out by the employees of another organization (other than HACSA) that is involved in a strike.

3. AGENCY's Remedies. Any employee participating in any violation of this article directly or indirectly may be disciplined, including discharged, by the AGENCY. Such disciplinary action may be undertaken selectively at the option of the AGENCY. Such disciplinary action shall not preclude or restrict recourse to any other remedies.

4. Notice. Should a strike, slowdown, picketing, boycott or other interruption of work occur, the AGENCY shall notify the UNION of the existence of such activity and the UNION will take all reasonable steps to terminate such activity and induce the employees concerned to return to work.

B. No Lockout. The AGENCY agrees not to lock out employees for the duration of this Agreement.

C. Political Activities. Employees shall comply with the provisions and purposes of Public Law 252, as amended ("Hatch Act") to the extent it applies to members of the bargaining unit.

XVI. AGENCY RIGHTS

A. Operations and Management of AGENCY. The AGENCY retains all rights respecting decisions and actions affecting the operation and management of its business where not specifically in conflict with this Agreement.

B. Hire, Promote, Transfer, etc. It is agreed that the management of the AGENCY and the direction of the working forces, includes but is not limited to the right to hire, promote, transfer, assign, suspend, demote, to discharge or to otherwise discipline employees; to increase or decrease the working force; to determine the methods, means, personnel and schedules by which the efficiency of government operations entrusted to the AGENCY are to be maintained;

to establish, revise and implement safety and health standards; to contract or subcontract work in accordance of its operations; to transfer work from the bargaining unit; to determine the need for additional educational courses, training programs, on-the-job training and cross-training, and to assign employees to such duties for a period to be determined by the AGENCY; to establish new jobs, or eliminate or modify existing job classifications; to adopt and enforce rules, regulations, policies and procedures governing the conduct of its working forces, provided, however, that such rules, regulations and policies and procedures shall be uniformly and equitably applied and enforced; and to take whatever other action is deemed appropriate by the AGENCY, is vested exclusively in the AGENCY except when specifically in conflict with this Agreement.

C. Non-Avoidance. The AGENCY shall not exercise its rights set forth above for the purpose of avoiding the terms of this contract.

D. Contracting Out. It is the general policy of the AGENCY to utilize its employees to perform work they are qualified to perform. However, the AGENCY reserves the right to contract out any work that in its sole discretion it deems necessary provided that:

1. Prior to making its final determination, the AGENCY agrees to notify the UNION in writing, and upon timely written request by the UNION (within fourteen [14] calendar days) the AGENCY shall adhere to the following provisions prior to implementing any decision to contract-out bargaining unit work.

a. The AGENCY will provide the UNION with all records about its plan that are relevant to the proposed plan as required by law.

b. The AGENCY will notify the UNION that it will implement the plan after forty-five (45) calendar days unless the UNION persuades the AGENCY not to do so.

c. The AGENCY will, upon demand by the UNION, meet in good faith as often as the UNION believes is necessary to discuss the AGENCY's plan up until the end of the forty-five (45) calendar day period, subject to the normal business needs of the AGENCY.

d. Either party may, after ten (10) working days from the date of the UNION's written request to the AGENCY, demand that the issue be submitted directly to fact finding as described in ORS 243.722.

e. After the expiration of the forty-five (45) calendar day period mentioned above, the AGENCY may, at its sole discretion, implement all or part of any plan that was presented to the UNION provided such plan does not reduce any economic benefit enjoyed by employees in the bargaining unit.

2. It is further agreed that should the UNION request to meet pursuant to Subsection D.1., above, no employee will be laid off as a direct result of contracting-out bargaining unit work until at least thirty (30) calendar days have elapsed following the issuance of the fact-finder's report.

3. The procedures set forth above shall not be required when the AGENCY contracts with a temporary employment service, but shall be in accordance with Article I, RECOGNITION, Section C.2, Contracted Temporary Employees.

4. In addition, with regards to housing development when the AGENCY doesn't plan on operating or maintaining the units, the AGENCY shall have the right to subcontract out the operation and maintenance services upon completion of the process specified in ARTICLE XVI, AGENCY RIGHTS, Section D, Contracting Out, Subsections 1.a., 1.b.,

and 1.c. For the purpose of housing development, Subsections 1.d. and 1.e. and Section D.2. shall not apply.

E. Monitoring of Sub-Contracting. Additionally, the AGENCY will monitor the costs, effectiveness and efficiencies of the current contractors. Specifically the following contract areas are to be monitored:

1. Vacate Cleaning
2. Grounds Maintenance
3. Exterior Painting
4. Janitorial Services for Public Areas and Administration Buildings

F. Monitoring Methodology. Monitoring methodology shall be on a quarterly basis and include the following:

1. Beginning budgeted amounts and actual expenditures for each contractor;
2. Costs shall be monitored for any materials and labor provided to the contractor;
3. Administration time for bid preparation, monitoring (including inspection, calls, etc.), contract administration (including cost of bid packages);
4. Performance standards which includes call backs, complaints, delays and detailed record of performance/condition by unit.

G. Monitoring Reporting Schedule. All of the above information shall be provided to the UNION on a quarterly basis.

H. RFP Notification Process. The AGENCY agrees to send the RFP to the UNION President or designee at the time of release.

I. Cost Comparison for In-House Work. Anytime the confirmed projected in-house costs are the same or less than the contractor's bid, the parties shall meet upon request of either party and discuss the possibility and conditions of bringing the service back into the bargaining unit.

XVII. SENIORITY AND RECALL

A. Seniority

1. Seniority is defined as the relative position of a bargaining unit employee in relation to other bargaining unit employees based on most recent date of continuous employment with the AGENCY uninterrupted by voluntary quit, discharge, or resignation, provided that in the event of an unpaid leave of absence beyond ninety (90) calendar days, other than military, Peace Corps, or UNION leave granted in accordance with this agreement, the actual time of leave shall be deducted from the employee's length of continuous service.
2. If a current non-bargaining unit employee, employed prior to November 10, 1982, who has never been in the bargaining unit, becomes a bargaining unit member, said employee shall be allowed to receive seniority credit for fifty (50) percent of his/her previous AGENCY service to a maximum of five (5) years of total seniority.
3. Employees transferred or promoted out of the bargaining unit shall not accumulate seniority while out of the bargaining unit. However, if the employee returns to the bargaining unit, the seniority previously earned shall be fully restored.
4. Employees who are members of the bargaining unit shall be added to the seniority list upon completion of the probationary period, indicating seniority from the date of hire with the AGENCY.

5. Upon request, the AGENCY shall furnish the UNION a current seniority list quarterly.

B. Application of Seniority- Layoffs. in the event a layoff becomes necessary, employees shall be laid off in inverse order of seniority by classification.

1. Non bargaining unit employees shall not displace bargaining unit employees at the time of a layoff.

2. It is understood that initial probationary employees and temporary employees within the affected classification group(s) shall be terminated before any layoffs of permanent employees occur.

3. Employees working out-of-class within the affected classification shall be returned to their permanent classification before a layoff occurs.

4. If approved by the AGENCY, any employee may elect to be subject to layoff during the notification period even though s/he is not in the affected classification group(s).

5. Employees subject to layoff shall be given written notification at least ten (10) working days and whenever possible, thirty (30) calendar days in advance of the effective date of the layoff. The UNION president shall be provided a copy of the notice.

6. Any employee who is laid off shall be given bumping rights based on seniority to bump the least senior employee in any classification at the same or lower salary range within his/her classification group(s) or any previously held classification (See Appendix II for the listing of classification groups). An employee must be qualified and meet the essential job functions of the new classification in order to exercise his/her right to bump.

7. An employee who elects to bump must notify the AGENCY within five (5) working days from the date of the layoff notification of his/her intent. The employee shall indicate a first and second choice of classifications for consideration based on his/her qualifications. The AGENCY shall evaluate the employee's qualifications. In the event the employee does not qualify for the first choice, the AGENCY shall evaluate the employee's qualifications for the second choice.

8. An employee who elects to bump into a lower paid classification shall **continue to be paid at his/her current salary for six months. After the initial six months the employee shall be paid** nearest to his/her previous salary on the new classification range.

9. For the purposes of this Article, higher classification shall mean any classification with a higher top salary on the salary schedule.

10. Any employee who loses employment with the Agency due to a layoff shall continue to receive health and dental benefits as provided in Article V. , Fringe Benefits, for three (3) continuous months after separation.

C. Lateral Transfers Lateral transfers may only occur when two (2) or more employees of the same classification desire to trade jobs. Employees desiring such an exchange shall submit their written requests to their supervisors clearly explaining their interests. The supervisors shall respond to their employees in writing within ten (10) working days. If the supervisors agree to the exchange, a recommendation shall be forwarded to the Executive Director, whose decision is not grievable, for final approval within five (5) working days.

D. In-house Posting There shall be an in-house posting for bargaining unit positions subject to the following provisions:

1. An in-house posting will be standard operating procedure whenever a vacancy occurs. However, there shall be no obligation on the part of the AGENCY to select any one of the candidates who apply during the in-house posting period.
2. The minimum posting period is from 8:00 a.m. to 5:00 p.m. on three (3) consecutive working days.
3. Twenty-four (24) Hour UNION Notification Period: There shall be one (1) designated management representative and one (1) designated UNION representative assigned responsibility for implementing the following procedures:
 - a. Upon receipt of an in-house posting, the management representative will provide a copy of the posting to the designated UNION representative a minimum of twenty-four (24) hours before the position can be posted.
 - b. During this twenty-four (24) hour period, individuals on the temporary/seasonal recall list shall be sent a copy of the proposed posting by the UNION representative.
 - c. After the twenty-four (24) hour period has elapsed, the designated management/UNION representatives will be responsible for insuring that the posting is properly distributed and posted at Day Island, Fairview, and mailed to any AGENCY complex where employees are assigned.
4. The AGENCY, shall conduct objective testing/interviews to determine the most qualified candidates. All applicants must meet all the requirements stated in this section. To be considered as an in-house candidate, the applicant must:
 - a. Have successfully completed the probationary period for their current classification, or
 - b. Have accumulated a minimum of one thousand forty (1,040) hours in service to the AGENCY and been employed by the AGENCY within the last twenty-four (24) months.
 - c. Submit an application, as required, and
 - d. Meet the minimum qualifications outlined in the job description and/or posting. In-house candidates will be evaluated using the same screening matrix used to evaluate applicants recruited during an open recruitment. When both in house candidates and recalled employees are competing for the same position, the matrix will include points for seniority.
 - e. If equally qualified in-house candidates and qualified employees eligible for recall are being considered for the same position, the employee with the most seniority will be offered the position.
5. For all in-house vacancies, a joint management/line staff hiring committee shall be convened. This committee will develop the hiring matrix, review all applications, conduct applicable interviews and/or testing and then submit to the Executive Director their recommendation.
6. It is understood that for in-house candidates an employee's starting salary shall be treated in a manner consistent with Article I, RECOGNITION, Section B.1 Reclassification Upward, or B.2, Reclassification Downward, of the Agreement.

7. The AGENCY may elect, at its sole discretion, to open the recruitment for outside applicants. Should the AGENCY elect to open the recruitment for outside applicants, in-house applicants will automatically be considered along with any outside applicants unless the employee indicates they do not wish to be reconsidered. No reapplication shall be necessary. However, an in-house candidate may reapply and request that their new application be considered in the open hiring. The AGENCY shall make a good faith effort to recall a qualified employee from the recall list who has met all the criteria of this section.

E: Recall. This section covers recall of permanent employees into permanent positions. Permanent employees are those who have successfully completed a probationary period.

1. Employees on layoff shall be eligible for recall for a period of twenty-four (24) months from the effective date of the layoff. **However, employees who have demoted, bumped, or transferred to a different classification as a result of a layoff, or who have recalled to a different classification than the one held prior to the layoff, shall retain recall eligibility to the previously held classification for a period of four (4) years from the time of displacement.**

2. Employees with the most seniority shall be recalled first.

3. Employees shall first be recalled to a vacant position in their former classification. Their salary shall be set at the same (percentage) position on the salary schedule as at the time of the layoff.

4. An employee may be eligible to be recalled into a vacant position in a lower classification within his/her original classification's group if they are qualified, as specified in Section D, In-house Posting, Subsection 4. If recalled, the employee shall receive the highest comparable salary available in the new classification range.

5. Employees recalled to a temporary work assignment shall have their recall eligibility period extended by the length of the temporary work assignment. An employee recalled into a temporary work assignment shall retain recall rights to their former classification.

6. The seniority of a laid-off employee shall be protected during the recall eligibility period unless the employee has resigned in writing. An employee may remove themselves from the recall list at any time.

7. When recalling an employee(s) to a permanent position, the employee(s) shall be notified by phone whenever possible. If an employee cannot be reached by phone, a Notice of Recall shall be sent via certified mail to the last address the employee has given the AGENCY. The employee shall have ten (10) calendar days from the date of notification to provide the AGENCY with their intent to return. An employee accepting recall must thereafter report on the starting date specified by the AGENCY or lose all recall rights, providing that the starting date is more than twenty (20) calendar days from the date of the notice of recall. If an employee refuses an offer of recall to a position in the classification held at the time of layoff three (3) times, that laid-off employee shall be removed from the recall list and lose any rights to recall. An employee who declines recall for a temporary work assignment, shall not forfeit recall rights to which s/he is otherwise entitled.

F. Temporary Work Assignments This section applies to the recall of permanent employees into temporary work assignments. The AGENCY will make a good faith effort to offer employees from the AGENCY's twenty-four (24) month recall list temporary work assignments.

If the work assignment is expected to last less than ninety (90) calendar days the AGENCY will pay a salary within the range of the assigned classification with no fringe benefits.

1. If an employee is recalled into a temporary work assignment and that assignment exceeds ninety (90) calendar days, an employee will be eligible for the benefits below:
 - a. The salary will adjust to the salary paid at the time of the layoff or the highest comparable salary of the assigned work in a lower classification, and
 - b. Activate the "temporary" fringe benefit package. Article I, RECOGNITION, Section C.1, AGENCY Temporary/Seasonal Employees.
2. If the work assignment exceeds ninety-one (91) calendar days, and the employee filling the assignment is not the most senior from the recall list, the AGENCY must offer the assignment to most senior employee on the recall list. If that employee does not accept the assignment, the remaining employees will be contacted in order of seniority. Any employee serving in a temporary work assignment must complete ninety (90) calendar days of service prior to receiving the benefits listed in 1.a. and 1.b. above.

~~G. Seasonal Employees. Seasonal employees who have accumulated a minimum of one thousand forty (1,040) hours in service to the AGENCY and have been employed by the AGENCY within the last twenty-four (24) months are eligible to be contacted for return to their former classifications.~~

G. Termination for Exhaustion of Supplemental Sick Leave Employees who have exhausted their supplemental sick leave benefits provided under Article VII, EMPLOYEE TIME MANAGEMENT PROGRAM, Section M, Supplemental Sick Leave Benefits, and who fail to return to work shall be terminated with recall rights.

However, an employee may opt to take any available time management, not to exceed one (1) calendar month from the end of short term disability, if s/he submits a medical state-ment that the employee is expected to return to work within a month. Employee is subject to reporting requirements as defined in Section VII.M.

The AGENCY will provide the employee health benefits coverage for an additional month upon termination under this section.

Employees shall be recalled in accordance with Section E of this Article, only if the AGENCY receives a full doctor's release stating clearly in writing that the physical and/or mental problems have been corrected to the point where the employee is fully capable of performing the regular duties of the job. The recall provisions set forth above will apply as if the employee had been laid off as of the date the supplemental sick leave benefits ended.

XVIII. ANTI-MOBING POLICY

A. Intent: The purpose of this policy is to provide a procedure to address the occurrence of systematic and continuous mobbing behaviors that have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

B. Definitions: Workplace mobbing is a form of harassment that is not based on an individual's protected class status, as defined in the AGENCY Personnel Policy and this Agreement, and is perpetrated by any co-worker against another co-worker. Mobbing is intentional verbal or non-verbal conduct by one or more individuals against another individual, over a period of time, that continuously and systematically:

1. Intimidates, shows hostility, threatens, humiliates, or insults any co-worker;
2. Interferes with a co-worker's performance; or
3. Has an adverse impact on a co-worker's mental or physical well-being.

C. Policy: The AGENCY is committed to providing a safe and respectful work environment, for all employees, free from mobbing behaviors. All AGENCY employees are expected to adhere to this policy.

Prohibited mobbing behaviors may include, but are not limited to:

1. Threatening, intimidating or hostile acts directed at a co-worker;
2. Using obscene, abusive or threatening language or gestures;
3. Discrediting a co-worker;
4. Slander;
5. Withholding information vital to the co-worker's job performance;
6. Overt acts of physical or emotional isolation;
7. Verbal or physical behavior which is derogatory, abusive, bullying, threatening or disrespectful.

These guidelines are fundamental in nature and are matters of judgment and common sense; a "Reasonable Person" standard shall apply. The AGENCY prohibits any form of retaliation against an employee filing a bona fide complaint under this policy or for assisting in a complaint investigation.

D. Responsibilities

1. Employee Responsibilities: The targeted individual may attempt to informally resolve the situation directly with the offending party or by use of a UNION Steward as a facilitator. If the problem cannot be resolved informally, the employee should file a written report with their immediate supervisor, division director or the Deputy Director. The report should include a statement of the relevant facts such as a description of the incidents, when the incidents occurred, who is involved, and who witnessed the behavior.
2. AGENCY Responsibilities: The AGENCY shall take steps to fully investigate the claim and shall inform all employees involved, in writing, of all rights and resources available, such as UNION representation and the Employee Assistance Program, and the outcome of the investigation. The AGENCY will take immediate and appropriate action when mobbing behaviors occur. Depending on the seriousness of the behavior by the offending party or parties, the resolution may include discipline according to Article XII, Discipline and Discharge.

SIGNATURE PAGE

Chris Todis
EXECUTIVE DIRECTOR, HACSA

CJ Mann
UNION PRESIDENT, Local 3267

Don Williams
NEGOTIATING TEAM MEMBER

Barry Pitzer
NEGOTIATING TEAM MEMBER

Dorothy Cummings
NEGOTIATING TEAM MEMBER

Robbie Ellis
NEGOTIATING TEAM MEMBER

Larry Abel
NEGOTIATING TEAM MEMBER

Lou Sinniger
Council 75 Representative

APPENDIX I

Executive Director

Deputy Director

Administrative Service Director

Compliance Officer

Section 8 Division Director

Housing Division Director

Resident Services Director

Conventional Occupancy Supervisor

Weatherization Supervisor

Maintenance Supervisor

Accounting Supervisor

Section 8 Supervisor

Intake Supervisor

Clerical Supervisor

Community Development Director

Computer Coordinator

ASA-3

Executive Secretary

Modernization Architect

AGENCY Clients/Residents

APPENDIX II

GROUP I

IS Technician/Programmer Analyst
ASA-3
Lead Accounting Tech
Energy Auditor
ASA-2
Intake Coordinator
Income Analyst
ASA-1
Accounting Tech
Applications Specialist
Secretary
Data Entry-Spanish
Office Assistant

GROUP II

Development Occupancy Coordinator
Resident Resources Coordinator
ASA-3
Lead Housing Representative
Resident Volunteer Specialist
Family Self Sufficiency Coordinator
Housing Representative
Intake Coordinator
Income Analyst
Applications Specialist

GROUP III

Lead Maintenance Mechanic
Energy Auditor
Maintenance Mechanic
Painter/Maintenance Worker
Resident Manager
Laborer - Janitor

Any uncovered classification shall be assigned to a group before being filled by UNION and Management.

APPENDIX III

CURRENT EXEMPT CLASSIFICATIONS

ASA-3

ASA-2

Resident Resource Coordinator

Effective October 1, 1996

Development Occupancy Coordinator

APPENDIX IV

AFFIDAVIT OF MARRIAGE OR DOMESTIC PARTNERSHIP

SECTION ONE

I, _____ certify that I and

(Name of employee) (Name of spouse or domestic partner)

(Please only complete either "A" or "B", whichever applies, then continue with Section Two)

- A. _____ Were legally married on _____
(Date of marriage)
- B. _____ Are the other's partner in a domestic partnership, as defined below. For purpose of this Affidavit, a "domestic partnership" is defined as consisting of two persons in which the members;
1. are each 18 years of age or older
 2. share a close personal relationship and are responsible for each other's common welfare
 3. are each other's sole domestic partner
 4. are not legally married to anyone nor have had another domestic partner within the previous six months;
 5. are not related by blood closer than would bar marriage in the state issuing the contract;
 6. share the same regular and permanent residence, with the current intent to continue doing so indefinitely;
 7. are jointly financially responsible for "basic living expenses," defined as the cost of basic food, shelter, and medical expenses. (Note: Domestic partner need not contribute equally or jointly to the cost of these expenses as long as they agree that both are responsible for the cost);
 8. are mentally competent to contract.

SECTION TWO

- A. I understand that my domestic partner is eligible for enrollment in the Housing Authority and Community Services Agency (HACSA of Lane County's medical and/or dental insurance programs only:
1. during the first 31 days of eligibility following date of my employment upon receipt of this properly executed Affidavit;
 2. after the first 31 days of eligibility, upon receipt of this properly executed Affidavit and a completed health statement acceptable to the AGENCY's current health insurance provider; or
 3. based on your group's contract after the first 31 days of eligibility upon receipt of this properly executed Affidavit and at open enrollment.
- B. I understand further that children of my domestic partner are eligible if they:
1. are unmarried;
 2. are under age _____; and
 3. reside in the household (with two exceptions, full-time student at an accredited school, or court-ordered dependent coverage).
- C. I understand that coverage for my domestic partner shall terminate upon a change in circumstance attested to in Section One of this Affidavit.
- D. I agree to provide written notice to my payroll/personnel representative if there is any change of circumstances attested to in this Affidavit within 30 days of the change by filing a "Statement of Termination of Marriage or

Domestic Partnership."

- E. After such termination, I understand that an application to add a new domestic partner cannot be filed earlier than six months from the filing of a Statement of Termination of Marriage or Domestic Partnership with my payroll/personnel representative.

SECTION THREE

- A. We understand that the information contained in the Affidavit will be held confidential and will be subject to disclosure only upon the express written authorization or as required by law.
- B. We understand that a civil action may be brought against us for any losses, including reasonable attorney fees and court costs, because of a willful falsification of information contained in this Affidavit of Marriage or Domestic Partnership.
- C. We understand that under applicable federal and state income tax law, payments for health coverage of a domestic partner and eligible children may not be eligible under Section 125 Plan (if available through the group) and, further, that coverage of the non-employee domestic partner and eligible children could result in additional taxable income to the employee, with possible withholding for payroll taxes (including income and Social Security taxes).
- D. We understand that twelve (12) percent of any additional taxable income will be added to the amount HACSA contributes to the employee's retirement account. The same amount will be deducted from the employee's monthly salary.
- E. We understand that in addition to the contract eligibility requirements of my group for Domestic partner coverage, there are terms and conditions of coverage set forth in the group Contract of each health care plan offered through my group to which we agree to be bound.
- F. We understand willful falsification of information contained in this Affidavit may result in our termination from enrollment under the health care plan which we select.
- G. We also certify under penalty of perjury under the laws of the state issuing the contract that the foregoing is true and accurate to the best of our knowledge.
- H. HACSA may request documentation of the above-mentioned marriage or domestic partnership. We understand that if the documentation is not provided within 30 days of such a request, HACSA may elect to rescind the dependent coverage.

NOTICE: Signing this Affidavit may or may not have legal implications affecting relations between domestic partners beyond the extension of medical or dental insurance coverage for which the Affidavit is intended. HACSA shall not be liable for any such implications. If you desire further information concerning the possible legal consequences of signing this form, please consult an attorney.

Signature of employee

Signature of spouse or domestic partner

Date

Date

Address

State of Oregon]
]
County of Lane]

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public of Oregon

My _____ commission expires _____

APPENDIX V
STATEMENT OF TERMINATION OF
MARRIAGE OR DOMESTIC PARTNERSHIP

I, _____ affirm that the Affidavit of
Marriage/Domestic Partnership
(Name of employee)

attested to and signed by me on _____ shall be and is terminated
as of this date.
(Date of Affidavit)

Termination is due to:

- _____ Dissolution of marriage
- _____ Termination of domestic partnership
- _____ Death of spouse/domestic partner

I understand that I cannot file an Affidavit of Marriage or Domestic Partnership to enroll a new domestic partner until six (6) months following the receipt of this Statement by the Housing Authority and Community Services Agency of Lane County.

Signature of employee

Date

**COMPENSATION PLAN (SCHEDULE A)
EFFECTIVE 10/01/2002**

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Laborer/Janitor	9.26	9.79	10.35	10.93	11.56	12.44	
	1,605.04	1,696.90	1,793.97	1,894.50	2,003.69	2,156.23	
Painter	11.65	12.30	13.00	13.74	14.53	15.66	
	2,019.29	2,131.96	2,253.29	2,381.55	2,518.48	2,714.35	
Resident Manager	10.94	11.57	12.22	12.92	13.93		
	1,896.23	2,005.43	2,118.09	2,239.42	2,414.49		
Dev Maintenance Worker	11.96						
	2,073.03						
Maintenance Worker	11.65	12.30	13.00	13.74	14.53	15.65	
	2,019.29	2,131.96	2,253.29	2,381.55	2,518.48	2,712.61	
Lead Maintenance Mechanic	15.74	16.66	17.61	18.61	19.67	21.21	
	2,728.21	2,887.68	3,052.34	3,225.67	3,409.40	3,676.33	
Maintenance Mechanic	14.01	14.82	15.65	16.54	17.83		
	2,428.35	2,568.75	2,712.61	2,866.88	3,090.47		
IS Technician/ Programmer Analyst	16.55	17.49	18.49	19.54	20.66	21.83	23.03
	2,868.20	3,031.67	3,204.49	3,387.14	3,580.20	3,784.28	3991.49
Energy Auditor	14.35	15.17	16.04	16.95	17.92	19.32	
	2,487.71	2,629.50	2,779.40	2,937.82	3,105.27	3,347.92	
Income Analyst	12.50	13.21	13.97	14.76	15.60	16.82	
	2,166.59	2,290.08	2,420.63	2,558.59	2,704.43	2,915.38	
Applications Specialist	11.83	12.50	13.21	13.97	14.76	15.91	
	2,049.75	2,166.59	2,290.08	2,420.63	2,558.59	2,758.52	
Office Assistant	10.02	10.59	11.19	11.83	12.50	13.22	14.25
	1,736.35	1,835.32	1,939.93	2,050.51	2,167.39	2,290.92	2,469.95
Secretary	11.83	12.50	13.21	13.97	14.76	15.91	
	2,049.75	2,166.59	2,290.08	2,420.63	2,558.59	2,758.52	
Lead Accounting Technician	14.86	15.71	16.61	17.55	18.55	19.61	20.73
	2,576.18	2,723.02	2,878.24	3,042.19	3,215.70	3,399.00	3,592.75

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Accounting Technician	11.16 1,935.16	11.83 2,049.76	12.50 2,166.59	13.21 2,290.08	13.97 2,420.63	14.76 2,558.59	15.91 2,758.52
Resident Volunteer Specialist/FSS Coord.	13.54 2,346.22	14.31 2,479.94	15.12 2,621.31	15.99 2,770.71	16.90 2,928.65	18.22 3,157.49	
Lead Housing Rep.	14.89 2,580.83	15.74 2,727.94	16.64 2,883.42	17.58 3,047.78	18.59 3,221.50	20.04 3,473.24	
Housing Rep.	13.54 2,346.22	14.31 2,479.94	15.12 2,621.31	15.99 2,770.71	16.90 2,928.64	18.22 3,157.49	
Intake Coordinator	13.01 2,254.74	13.75 2,383.24	14.53 2,519.08	15.36 2,662.67	16.24 2,814.44	17.51 3,034.37	
Resident Resource Coordinator	17.88 3,099.21	18.86 3,269.67	19.90 3,449.51	21.00 3,639.23	22.15 3,839.38	23.37 4,050.55	23.48 4,070.18
Development Occ. Coordinator	18.02 3,123.47	19.01 3,295.26	20.06 3,476.50	21.16 3,667.71	22.32 3,869.44	23.55 4,082.26	23.67 4,102.06
ASA - 3	15.76 2,731.61	16.66 2,887.31	17.61 3,051.89	18.61 3,225.86	19.67 3,409.72	20.79 3,604.08	21.93 3,801.42
ASA - 2	14.11 2,444.95	14.91 2,584.32	15.76 2,731.62	16.66 2,887.32	17.61 3,051.90	18.98 3,290.38	
ASA - 1	12.17 2,109.93	12.87 2,230.19	13.60 2,357.32	14.38 2,491.67	15.19 2,633.71	16.38 2,839.50	