

IN THE BOARD OF COMMISSIONERS OF THE  
HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY OF  
LANE COUNTY, OREGON

BOOK 156 PAGE 0702

RESOLUTION/ORDER NO.  
95-9-20-1H

**FILED**

SEP 26 1995

COUNTY CLERK

BY Lynn DeWalt

) RESOLUTION/ORDER/In the Matter of  
) Adopting and Ratifying A Three Percent  
) (3%) Cost of Living Adjustment (COLA)  
) for all eligible HACSA Bargaining Unit  
) Personnel and Modifications to Article  
) III, Section 7, Probationary Period of  
) the AFSCME Local 2831-A Collective  
) Bargaining Agreement and Approving a  
) Three Percent (3%) COLA for all HACSA  
) Exempt Personnel

WHEREAS, a collective bargaining agreement between the Housing Authority and Community Services Agency of Lane County, and the American Federation of State, County and Municipal Employees, Local 2831-A has been negotiated for the period October 1, 1994 through December 31, 1998; and

WHEREAS, this agreement requires a continuing process of negotiations under the Interest Based Bargaining Model; and

WHEREAS, certain modifications to the Agreement were negotiated under the Interest Based Bargaining Model; and

WHEREAS, such changes are consistent with the guidelines set forth by the Board of Commissioners; and

WHEREAS, it is desirable to maintain an internal salary differential between exempt and bargaining unit classifications, NOW THEREFORE, IT IS HEREBY

RESOLVED AND ORDERED, that EFFECTIVE October 1, 1995, the salary ranges and individual salary rates for all eligible HACSA bargaining unit personnel shall increase by three percent (3%) and that the attached Collective Bargaining Agreement modifications to Article III, Section 7, Probationary Period (Exhibit A), between the Housing Authority and Community Services Agency of Lane County, and the American Federation of State, County, and Municipal Employees, Local 2831-A be adopted and ratified; and

IT IS HEREBY FURTHER ORDERED that EFFECTIVE October 1, 1995, the salary ranges and individual salary rates for all eligible HACSA exempt personnel shall increase by three percent (3%).

DATED this 20th day of September, 1995

APPROVED AS TO FORM

Date 9/12/95 by Jessie J. J. J.  
OFFICE OF LEGAL COUNSEL

Ellie J. J.  
Chairperson, HACSA Board of Commissioners

In the Matter of Adopting and Ratifying A Three Percent (3%) Cost of Living Adjustment (COLA) for all eligible HACSA Bargaining Unit Personnel and Modifications to Article III, Section 7, Probationary Period of the AFSCME Local 2831-A Collective Bargaining Agreement and Approving a Three Percent (3%) COLA for all HACSA Exempt Personnel

Revision to Probationary Period Language  
HACSA/AFSCME 2831-A Collective Bargaining Agreement  
Effective October 1, 1995

### III. WAGES AND SALARIES

#### 7. Probationary Period

a. The probationary period is an integral part of the employee selection process and provides the AGENCY with an opportunity to upgrade and improve operational efficiency by observing an employee's work, training and aiding employees in adjustment to their positions, and by providing an opportunity to reject any new employee whose work performance fails to meet required work standards.

b. New bargaining unit employees shall serve an initial probationary period of six (6) continuous months worked. The UNION recognizes the right of the AGENCY to terminate such probationary employees for any reason, without recourse, and to exercise all rights not specifically modified by this agreement. **In unusual circumstances, such as but not limited to: new or restructured positions, extended absences; the Agency and the Union may mutually agree to extend the six (6) month probationary period up to an additional ninety (90) days. If the probationary period is extended, the new employee will receive a salary increase in accordance with Article III.10.a.**

c. **The probationary period for Resident Managers shall be twelve (12) months. The Agency has the option to end the probationary period at the six (6) months evaluation or anytime thereafter up to twelve (12) months from the date of hire. The Agency shall grant merit increases according to Article III.10.a.**

d. Employees who change classification may serve a continuous six (6) month probationary period as outlined below. Probationary employees who fail to meet the requirements of the new classification, as determined by the Agency, shall be returned to the previously held classification.

An employee who is filling the new classification in a temporary capacity whose temporary status is changed to permanent, shall have the time accumulated while temporary credited to the probationary period.

(1) Employees who are transferring within the same classification to another position will not be required to serve a probationary period. This is termed a "lateral transfer". (see Article I., 2., c. Reclassification With No Change In Salary Range and Article XVII. 3., Lateral Transfers).

(2) Employees moving from one classification to another at the same or higher wage rate will be required to serve a probationary period in the new

classification (see Article I., 2., Salary of Reclassified Positions).

(3) Classification changes resulting from employee initiated transfers will require that a probationary period be served. (see also Article I, Section 2. e., Voluntary Transfer to Another Classification).

(4) Employees who are reclassified by the Agency into a classification with a lower salary range, for reasons which do not reflect discredit on their employment record, will not be required to serve a probationary period (see Article I, 1. b. Reclassification Downward).

e. Any probationary employee not notified in writing of performance deficiencies may assume such performance has been satisfactory to date. Any probationary employee notified that performance deficiencies were present, will receive written notice of said deficiencies. Included in the written notice will be a work program to eliminate said deficiencies. It is understood that satisfactory performance during **the probationary** period or completion of the work program does not presume continued employment for the balance of the probationary period.