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Clackamas County

www.clackamas.us

CLACKAMAS COUNTY

Evelyn Minor-Lawrence
Director

DEPARTMENT OF HUMAN RESOURCES

PUBLIC SERVICES BUILDING
2051 Kaen Road | Oregon City, OR 97045

November 5, 2026

BCC Agenda Item: _____

Board of County Commissioners
Clackamas County

Ratification of the Labor Agreement extension for the Clackamas County Employees' Association – Housing Authority. Agreement Value is $479,495 for two years. Funding is through US Department of Housing and Urban Development, Metro Affordable Housing Bond, Metro Supportive Housing Measure, State Rental Assistance and individual rent payments. No County General Funds are involved.

Previous Board Action/Review: Executive Session on November 3, 2026
Performance Clackamas: Building Trust through Good Government
Counsel Review: Yes
Procurement Review: N/A
Contact Person: Evelyn Minor-Lawrence
Contact Phone: 503-655-8812

EXECUTIVE SUMMARY: The County and the Clackamas County Employees' Association (CCEA) recently entered negotiations to extend the existing collective bargaining agreement (CBA) which is scheduled to expire on July 1, 2027. The parties met for one bargaining session on October 12, 2026, and successfully reached a tentative agreement on a two-year extension of the CBA during that initial meeting. On October 21, 2026, CCEA members agreed to the contract extension by majority vote.

The 2024-2027 CCEA-Housing Authority labor agreement was originally ratified on May 1, 2025. The proposed agreement extends the current contract for two years, through June 30, 2029, and maintains a status quo on the economic terms of the CBA.

The total estimated cost of the original three-year term for the CCEA-Housing Authority CBA was $2,110,908.

The total estimated cost of the two-year extension for the CCEA-Housing Authority CBA is $479,495. This cost assumes a 4.5% cost of living adjustment for FY 27/28 and FY 28/29, which is the maximum COLA possible based on current contract language, and includes roll-ups and projected add-to-pays.

The total cost of a five-year term for the CCEA-Housing Authority CBA is estimated at $2,590,403.

RECOMMENDATION: Staff recommend the Board approve the proposed two-year contract extension for the CCEA-Housing Authority CBA, through June 30, 2029.

Respectfully submitted,

Evelyn Minor-Lawrence

Evelyn Minor-Lawrence
Director, Department of Human Resources

For Filing Use Only

2027-2029

AGREEMENT

between



and

CLACKAMAS COUNTY EMPLOYEES' ASSOCIATION

Table of Contents

PREAMBLE **4**

ARTICLE 1 - RECOGNITION **4**

ARTICLE 2 - PRESERVATION OF PUBLIC RIGHTS **5**

ARTICLE 3 – MERIT SYSTEM **6**

1. Probationary Period. 6
2. Merit Raises. 6
3. Promotions. 6
4. Exceptional Increase. 6

ARTICLE 4 - HOURS OF WORK **7**

1. Regular Hours. 7
2. Work Week. 7
3. Rest Periods. 8
4. On-Call Duty/Maintenance. 8
5. Regular Duties Outside Normal Workday/Weeks. 9
6. Outside Employment. 9
7. Training Hours. 10
8. Employee Reporting Expectations. 10
9. Essential Employee Designation and Disclosure 10
10. Hybrid and Remote Work. 10

ARTICLE 5 – HOLIDAYS **12**

1. Holidays. 12
2. Holidays for Employees Working a Four-Day Work Week 13
3. Holidays for Employees Working a Five-Day Work Week. 13
4. Holiday During Leave. 13
5. Holiday Work. 13
6. Less than Full Time Employees Holiday. 13

ARTICLE 6 - SICK LEAVE **14**

1. Accrual. 14
2. Conversion to Retirement Benefit. 14
3. Vacation Option. 14
4. Hours Charged. 14
5. Less than Full Time Employees. 14

ARTICLE 7 - VACATION LEAVE **15**

1. Accrual. 15
2. Vacation Times 16
3. Termination or Death. 17
4. Hours Charged. 17
5. Less Than Full Time Employees. 17

ARTICLE 8 - OTHER LEAVES **18**

1. Leave of Absence. 18
2. Jury Duty. 18

3. Educational Leave....18
4. Major Emergencies, Disasters or Inclement Weather....18
5. Military Leave....18
6. Parental Leave....19
7. Maternity Leave....19
8. Bereavement Leave....19
9. Family/Medical Leave....19
10. Immediate Family Defined....19

ARTICLE 9 - HEALTH AND WELFARE....20

1. Medical Coverage....20
2. Benefits....20
3. Life Insurance....20
4. Dental Insurance....20
5. Disability Income Insurance....21
6. Reinstatement from Medical Layoff....21
7. Workers' Compensation....21
8. Less than Full-Time Employees....22
9. Insurance After Termination....22
10. Benefit Waiting Period....22
11. Benefits Review Committee....22
12. Plan Changes Required by Law or Insurance Carrier....23
13. Health Reimbursement Account....23
14. Deferred Compensation Plan....24

ARTICLE 10 – WAGES....25

1. Wages and Classification Schedule....25
2. Overtime....26
3. Longevity....26
4. Bilingual Skills Pay....27
5. Retirement Contributions....27
6. U.S. Department of Housing and Urban Development (HUD)....27

ARTICLE 11 - SETTLEMENT OF DISPUTES....28

1. Grievance and Arbitration Procedure....28

ARTICLE 12 - DISCIPLINE AND DISCHARGE....30

ARTICLE 13 - UNION DUES....32

ARTICLE 14 - ASSOCIATION RIGHTS....33

1. Association Representatives....33
2. Release Time....33
3. Access to Workers....34
4. New Employee Orientation....34
5. Association Negotiators....34
6. No Discrimination....34
7. Association Business on Authority Paid Time....34
8. Employees Time....36

ARTICLE 15 - LAYOFF AND RECALL....37

1. Reason for Layoff / Layoff Order. 37
2. Notice of Layoff and Bumping Options. 37
3. Layoff and Bumping Process. 37
4. Qualifications Review Committee. 39
5. Layoff Status. 39
6. Seniority. 40

ARTICLE 16 – RECLASSIFICATION 41

1. Request for Reclassification. 41
2. Classification/Compensation Review Panel. 41

ARTICLE 17 - HEALTH AND SAFETY 43

ARTICLE 18 - STAFF DEVELOPMENT 44

ARTICLE 19 – MISCELLANEOUS 45

1. Uniforms. 45
2. Change in Working Conditions. 45
3. Travel Pay and Mileage Reimbursement. 45
4. Use of Authority-Owned Motor Vehicles. 45
5. Workload. 45
6. Copies of the Collective Bargaining Agreement (CBA). 45
7. Rules, Department Policies and Employment Policies and Practices. 46
8. Limited-Term Appointments. 46
9. Personnel Files. 46
10. Electronic Mail. 47
11. Interview/Testing Time. 48
12. Over/Under Payments. 48
13. Video Cameras and GPS Data. 49

ARTICLE 20 – TRANSFERS 50

1. Interdepartmental Transfers. 50
2. Intradepartmental Transfers. 50
3. Voluntary Demotion. 50

ARTICLE 21 – PERFORMANCE EVALUATION 51

ARTICLE 22 - SAVINGS CLAUSE 51

ARTICLE 23 - TERMINATION 52

ADDENDUM 1 53

A G R E E M E N T

between

THE HOUSING AUTHORITY OF THE COUNTY OF CLACKAMAS

and

CLACKAMAS COUNTY EMPLOYEES' ASSOCIATION

PREAMBLE

This agreement is entered into by the Housing Authority of the County of Clackamas, Oregon, hereinafter referred to as the Authority or County, and the Employees' Association of Clackamas County, hereinafter referred to as the Association.

The parties agree as follows:

ARTICLE 1 - RECOGNITION

The Authority recognizes the Association as the exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all employees except temporary employees (those hired for a period not to exceed 1502.5 hours for employees in positions normally worked 37.5 hours per week on a full time equivalent or 1600 for employees in positions normally worked 40 hours per week on a full time equivalent in a twelve month period based on the County's Affordable Care Act (ACA) look back period of November 1 through October 31 and every twelve months thereafter, part-time employees (regularly working a schedule of less than 18.75 hours a week for 37.5-hour schedules and 19.75 hours a week for 40-hour schedules), department heads, employees who are covered by other collective bargaining agreements, and employees who because of their supervisory or confidential status do not have statutory bargaining rights. Confidential and supervisory positions which no longer perform statutory duties that exempt the position from the bargaining unit shall be covered by the terms and conditions of this agreement effective upon the termination of such duties.

The Authority and the Association further agree to recognize the Association as the bargaining agent for employees not now covered by this agreement or any other agreements upon a showing of interest of fifty percent (50%) plus one of the affected group of employees, provided, however, this does not include temporary employees hired through an agency, craft employees hired for six (6) month's or less or resident manager positions in the Housing Authority.

ARTICLE 2 - PRESERVATION OF PUBLIC RIGHTS

The Association recognizes that an area of responsibility must be reserved to the Authority if the Authority management is to effectively serve the public. Therefore, the Authority shall have the full and complete right to manage and direct its business and it is recognized that the following responsibilities of management are exclusively functions to be exercised by the Authority and are not subject to negotiations insofar as this right does not affect the meaning, interpretation or application of any other terms of this Agreement:

1. The determination of the services to be rendered to the citizens of the County.

2. The determination of the Authority's financial, budgetary and accounting procedures.

3. 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 right to hire, promote, transfer within the same pay range and retain employees; the right to discipline or discharge for proper cause; the right to lay off for lack of funds; the right to establish or abolish positions or reorganize the departments or division; the right to determine schedules of work; the right to contract or subcontract any work, provided, however, that prior to entering into a contract or subcontract for service which would directly eliminate more than one full-time bargaining unit position, the Association will be given, in writing, at least sixty (60) days' notice. The Association will be afforded, at their request, an opportunity to meet and receive relevant information, an opportunity to present its position to the Housing Authority Board of Directors prior to Board action related to such contracting or subcontracting and the right to bargain the impact, not the decision. However, in a reorganization, an expenditure reduction of less than ten percent (10%) would not be considered "contracting out". However, the Board of Housing Authority Commissioners retains full authority to let contracts as they believe to be appropriate. The Authority, in exercise of the above mentioned functions, will not discriminate against any employee because of his membership in the Association.

4. The right to implement health and safety rules which affect the clients and employees.

5. The parties recognize that change is ongoing, rapid and accelerating and that employee involvement in formulating proposals often leads to improved decision-making. The Association agrees to allow management to ask/assign its members to various task forces, work groups or committees. Recommendations that affect working conditions are subject to all the requirements of the Public Employee Collective Bargaining Act ("PECBA").

ARTICLE 3 – MERIT SYSTEM

1. Probationary Period.

All employees covered by this Agreement shall serve a probationary period of one (1) year.

During the probationary period, an employee may be dismissed for any reason deemed appropriate by the Executive Director, or designee, without right of appeal. Notification of such dismissal, in writing, shall be served on the probationary employee and a copy filed in the personnel file. An employee serving a probationary period after a promotion may be returned to the employee's former position if the Executive Director, or designee, feels the employee is incapable of or unsuitable for, fulfilling the new duties after a reasonable period of time and the position is still vacant. If the employee's former position is no longer vacant, the employee will be laid off from Authority employment and provided recall to their former classification subject to Article 15, subsection 6.

2. Merit Raises.

(a) Employees who have successfully completed a full six (6) months of employment and receive a satisfactory or better performance evaluation shall receive an increase of three and one-half percent (3.5%), on the first day of the month following the end of the full six-month employment period. Subsequent merit increases shall be granted yearly thereafter until the employee has reached the top of the salary range, unless the employee receives an unsatisfactory work performance evaluation.

(b) Salary grades will identify a pay range to include a minimum pay rate, midpoint pay rate, and a maximum pay rate.

3. Promotions.

It is the policy of the Housing Authority to provide promotional opportunities whenever possible to qualified personnel of the Housing Authority. The hiring and promotion of personnel shall be based on knowledge, skills and abilities.

4. Exceptional Increase.

The Authority may request an exceptional increase for an employee when:

(a) The employee's performance is outstanding in relation to other employees in the same department.
(b) The employee's outstanding performance is documented according to an approved appraisal program.
(c) Funds for such "special" increases are budgeted.
(d) At least six (6) months have passed since the last increase or promotion.

ARTICLE 4 - HOURS OF WORK

1. Regular Hours.

The regular hours of work each day shall be consecutive except for interruptions for the lunch period, and as may be required for emergencies.

2. Work Week.

Each employee will have consistent regular or alternative work schedule defined in the timekeeping system. Employees shall have two (2) consecutive, regularly scheduled days off during each seven-day work period except during shift rotations.

Employees are expected to accurately record their actual hours worked on their timesheets and comply with department and county requirements for submitting timesheets and receive prior approval before working outside their normal schedule.

Regular Schedule:

Consists of five (5) consecutive seven and one-half (7.5)-hour days or five (5) consecutive eight (8) hour days, four (4) consecutive ten (10) hour days, or three (3) consecutive 9.5 hour days plus one (1) nine (9) hour day.

Paid Holiday Value: 7.5, 8, 9.5, or 10
Daily OT Threshold: 7.5, 8 [for a five (5) day work week], 9.5, or 10 [for a four (4) day work week]

Alternative Schedule:

The Authority and the Association recognize that in order to adequately serve the public or to meet employee personal needs, the employee and supervisor may agree in writing to an alternative schedule, provided that: the agreed upon schedule is consistent with the needs of the Authority; the schedule does not establish a work day that is less than four (4) hours nor more than (10) hours; the schedule has start and end times beginning on the hour or in fifteen (15) minute increments thereafter; and the schedule does not establish a work week in excess of forty (40) hours and be in place thirty (30) days or more. Nothing in this Article shall be construed to supersede the right of management to determine schedules as provided in Article 2.

Paid Holiday Value:
If you work:
5 days, 37.5 hours a week, holiday is equal to 7.5 hours
5 days, 40 hours a week, holiday is equal to 8 hours
4 days, 37.5 hours a week, holiday is equal to 9.5 hours
4 days, 40 hours a week, holiday is equal to 10 hours

Weekly OT Threshold:
If you work:
5 days, 37.5 hours a week, overtime is paid after 37.5 hours in a work week
5 days, 40 hours a week, overtime is paid after 40 hours in a work week

4 days, 37.5 hours a week, overtime is paid after 37.5 hours in a work week
4 days, 40 hours a week, overtime is paid after 40 hours in a work week

Flexible Schedule:

Supervisors may request employees to flex their daily work schedule within the same work week to meet immediate workload demands and business need. Employees may also request to flex their daily work hours within the same work week for personal reasons. Employees must receive management approval prior to flexing their work schedule. Such approval is at the County's discretion but shall not be unreasonably denied. Flexible schedule changes could be more or less than the minimum or maximum hours discussed in the regular or alternative schedules above. These changes in schedule should be considered occasional and sporadic to meet an immediate and short term need and shall not last more than ten (10) consecutive work days. It is understood that such schedules will not create an overtime liability for the County unless previously authorized in advance by the supervisor.

As this change to the work schedule is temporary, the value of a paid holiday and the OT Threshold will be the same as the employee's base regular or alternative schedule as set in the time keeping system.

3. Rest Periods.

All employees' work schedules shall provide for a rest period of fifteen (15) minutes during the midpoint of each one-half (1/2) of the work shift. A minimum of one-half (1/2) hour or a maximum of one (1) hour lunch break shall be taken at the approximate mid-point of the shift.

Working through the lunch period requires prior approval from a supervisor. If an employee works through the lunch period, such time shall be paid at their regular rate of pay unless its meets the requirement of overtime as set forth in Article 4 (2) and Article 10 (2).

4. On-Call Duty/Maintenance.

(a) The parties agree to the following on-call duty requirements for maintenance employees:

1. The use of an answering service to receive and screen all after-hours calls for service.
2. There shall be a maintained labor pool of a minimum of three (3) employees for on-call purposes. Such pool shall be voluntary and employees will not receive any compensation for volunteering to be in the labor pool.
3. When an employee is called out to perform duties after work hours, the employee shall receive a minimum of two hours' pay at time and one-half. When a Maintenance Assistant is performing Maintenance Specialist or higher work during a call out, the employee will be paid at the classification level for the work that is being performed.

In the event that an employee receives a call which the employee takes responsibility to handle for the Authority which does not result in a call-out, the employee will receive one hour straight time pay for such calls. 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 stipend.

In the event that an employee receives a call that does result in a call-out, the two-hour provision would apply, and the one-hour provision above would not apply.

If there is a change in call status during the call, the appropriate one or two-hour provision would apply, and the time spent dealing with the call(s) would be included in the total time calculation.

In the event the employee receives a non call-out call and then, within the hour, receives a separate unrelated call which results in a call-out, the employee would then be entitled to a one-hour stipend for the non call-out call plus a two hour stipend for the call-out.

(b) Should the on-call maintenance labor pool arrangement from section 4(a) fail to provide adequate customer service from the Maintenance Pool within twelve (12) hours of the emergency call, the Asset Manager, at their discretion, may activate the following procedure:

1. A Maintenance Pool consisting of all qualified personnel will be formed.
2. The roster will indicate which employee is responsible for each week of the year.
3. Rostered personnel shall not perform on-call more than one week in a row.
4. The maintenance pool is to update this plan on a quarterly basis (minimum).
5. The assigned employee on-call shall receive three (3) hours straight time for time spent on-call during the week and three (3) hours straight timed for time spent on-call during the weekend.
6. Time and one-half will be paid for any service calls performed after their scheduled shift.
7. Employees called to work before or after normal work hours and which requires the employee to travel to and from work in addition to their normal daily travel, will be paid for such travel time as hours worked. Employees called out to work will also receive mileage reimbursement at the current Authority reimbursement rate for travel from the employee's home to work and return to home.

5. Regular Duties Outside Normal Workday/Weeks.

If an employee's job description specifically or implicitly requires attendance at activities evening or weekends, such attendance shall be deemed normal working hours. Such flexible scheduling shall be done by the employee with supervisory approval. To accomplish this, hours in excess of seven and one-half (7.5) per workday may be approved. The work week will start Saturday at 12:01 a.m. and will cease Friday at midnight. Employees working such hours will have a written agreement with their supervisor regarding the need for such flexible scheduling.

6. Outside Employment.

An employee may not engage in any outside employment which presents a conflict of interest with the business of the Housing Authority. Additionally, no outside employment can be conducted while on paid work time, including, but not limited to, receiving or returning phone calls or emails on personal devices or Authority-owned equipment. "Outside employment" means any activity that constitutes a payment or trade for goods or services provided or received by an employee.

7. Training Hours.

If an employee has elected to attend a training session or conference and has received approval from the supervisor, only the work hours normally scheduled will be compensated. Overtime will not accrue. Training required by the supervisor will be eligible for overtime compensation, including travel time. If the employee can return to work with two (2) hours or more remaining, the employee is required to report to duty.

8. Employee Reporting Expectations.

During a disaster it is important for the Authority to know employees are safe, and to assist with any needs they have. It is also critical to resume vital county services to residents. The Authority anticipates needing every available employee to effectively respond to the impact of a declared major emergency or disaster, whether it strikes during normal work hours, at night, on a weekend or a holiday. In a major emergency or disaster, employees should be prepared to report for work at any time and can expect to work non-regular extended hours under challenging conditions. Employees may be asked to temporarily perform work that is not normally in their regular classification; provided however employees will not be required to perform work that they believe is outside their area of experience, beyond their capabilities or that they consider unsafe.

If the major emergency or disaster occurs during non-work hours, employees are expected to ensure the safety and welfare of their families. If the employees are available for work, they should make every effort to contact their supervisor for reporting instructions or follow their Department internal communication plan for a major emergency or disaster. Employees can also check the Employee Hotline at 503.655.8468. If unable to establish contact with a department representative, employees should make reasonable effort to report to the Public Service Building (PSB) or other reporting station as identified on the Employee Hotline as soon as practical.

If the major emergency or disaster occurs during work hours, employees are expected to remain on the job unless specifically released by their supervisor. The Authority will assist the employee, if requested, in checking on the status of immediate family members of on-duty-employees and report that status to the employee.

Employees will be compensated for hours worked as provided in Article 10 Wages, and in addition will also be paid for all hours worked on emergency/disaster.

9. Essential Employee Designation and Disclosure.

Current employees shall be designated as essential by October 31st of each year. Newly hired employees may be designated within thirty (30) days of their hire. The employee shall be informed of the designation at the time it is made. The disclosure to the employee can be made by email, letter, or other written communication. In the event of a closure, an essential employee shall check with their supervisor (or designee) to confirm that they need to report to work.

10. Hybrid and Remote Work.

Employees may request to work remotely consistent with the County's Telework policy. Telework agreements may be modified or revoked by a supervisor if the employee's performance is not meeting expectations.

Employees who are scheduled to work remotely and who are required to report in-person on a scheduled telework day may request to modify their schedule so that they can telework on a different day that workweek, so long as it does not disrupt the employees' ability to perform their job duties and they receive advance approval from their supervisor.

If an employee works a hybrid schedule, the County will ensure that on the days the employee is to report to the office the employee shall be provided with adequate workspace.

Employees who do not have equipment to perform telework shall not be expected to telework by their supervisor.

ARTICLE 5 – HOLIDAYS

1. Holidays.

The following days shall be recognized and observed as paid holidays:

New Year's Day (January 1st)
Martin Luther King's Birthday (Third Monday in January)
President's Day (Third Monday in February)
Memorial Day (Last Monday in May)
Juneteenth (June 19th)
Independence Day (July 4th)
Labor Day (First Monday in September)
Veterans' Day (November 11th)
Thanksgiving Day (Fourth Thursday in November)
Christmas Day (December 25th)

Every additional day designated by the Board of Housing Authority Commissioners as a holiday is also a holiday under this agreement.

The holiday shall be the day recognized by the Board as the holiday and shall be from Midnight to Midnight on that day.

One floating holiday of 10 hours (prorated for FTE status) shall be granted to each employee each calendar year and may be used in less than full hour increments. Any floating holiday, or portion thereof, that is not used by the end of the calendar year will be converted to vacation hours provided the additional hours do not extend beyond the employee's vacation limitation. Upon termination of an employee for any reason, or in the event of the death of an employee, any floating holiday, or portion thereof, that is not used shall be paid either to the employee or their heirs, whichever the case may be. New employees, who qualify for paid holidays, are eligible for a floating holiday after ninety (90) calendar days of employment. Unbroken service in the same position for the County immediately before the employee receives regular status shall count toward the ninety (90) day requirement. The floating holiday shall be scheduled in the same manner as paid vacation leave.

To receive pay for a holiday, the employee must be in a paid status, defined as regular wages or County accrued leave, on the last working day immediately preceding the holiday and the next working day immediately following the holiday. Holidays occurring during a leave without pay shall not be compensated. The floating holiday shall be scheduled in the same manner as paid vacation.

While on the Four Day Work Week, all employees shall receive ten (10) hours of holiday pay for the floating holiday.

For employees on the four (4) day work week, whenever the holiday falls on a Friday or Saturday, the preceding Thursday shall be observed as a holiday. If the holiday falls on a Sunday, the following Monday shall be observed as a holiday.

Holidays will be paid as follows for regular and alternative schedules;

1) Employees on a 4 day 37.5 hour work week: 9.5 hours
2) Employees on a 5 day 40 hour work week: 8 hours
3) Employees on a 5 day 37.5 hour work week: 7.5 hours
4) Employees on a 4 day 40 hour work week: 10 hours

Holiday pay while working a flexible schedule shall be paid as determined by the employee's regular base work week schedule.

If a holiday falls on a flex work day that is shorter than the holiday, the employee must make up the time with vacation, compensatory time or work the hours in the same week as the holiday.

If the holiday falls on a flex work day that is longer than the holiday, the employee shall work with the supervisors to flex their schedule within the same work week to avoid overtime.

2. Holidays for Employees Working a Four-Day Work Week.

For employees in non-continuous operations, whenever a holiday falls on the first and second of the three (3) days not included in the employee's regularly scheduled work week, the preceding day in their regular work week shall be observed as the holiday. Whenever a holiday falls on the third of the three (3) days not included in the employee's regularly scheduled work week, the following day in the employee's regular work week shall be observed as a holiday.

3. Holidays for Employees Working a Five-Day Work Week.

If any such holidays fall on Sunday, the succeeding Monday shall be deemed to be the holiday that year. Whenever the holiday shall fall on a Saturday, the preceding Friday shall be the holiday for that year.

4. Holiday During Leave.

Should an employee be on approved sick or vacation leave when a holiday occurs, no sick or vacation hours will be charged for that day.

5. Holiday Work.

If an employee works on any of the holidays listed above, as approved by the supervisor, the employee shall, in addition to their holiday pay, be paid for all hours worked at the rate of time and one-half (1.5) their regular rate of pay. The employee may have the option, with the approval of their supervisor, of accruing compensatory leave in lieu of the holiday pay, but shall still be paid at the rate of time and one-half (1.5) their regular rate of pay for all hours worked.

6. Less than Full Time Employees Holiday.

Regular status part-time employees working half-time (18.75 or 20 hours per week) or greater will be paid for holidays on a prorated basis in the month in which the holiday occurs without regard to the work schedule.

ARTICLE 6 - SICK LEAVE

1. Accrual.

Each employee shall accrue unlimited sick leave at the rate of eight (8) hours (prorated for FTE status) for each month worked, to be used in the event of illness or illness of another person in the immediate family (as defined in Article 8, Section (10)).

Absences due to sickness in excess of three (3) consecutive days must be verified by a healthcare provider's certificate at the request of the Authority. Appropriate documentation may be required for absence of less than three (3) days if the Authority has reasonable documented suspicion that misuse or abuse of sick leave exists. Reasonable documented suspicion may include, but is not limited to, a pattern of absences or a report that an employee engaged in activities not related to the appropriate use of sick leave. Employees shall make a reasonable effort to schedule doctor's appointments occurring during their work shift at times that will minimize their time away from the office.

Employees in a paid status, defined as regular wages or County accrued leave, for any month as outlined below will accrue sick leave for the next month, on the first of that month:

1) 88 hours (prorated for FTE status) for a work day of 8 hours or more in a 40 hour work week; or

2) 82.5 hours (prorated for FTE status) for a work day of 7.5 hours or more in a 37.5 hour work week.

2. Conversion to Retirement Benefit.

Pursuant to ORS 237.350, the Authority shall report all allowable sick leave hours to PERS upon separation from Housing Authority employment.

3. Vacation Option.

Employees who are absent on sick leave for a period in excess of their accrued sick leave shall use accrued vacation leave to cover such time off. At the option of the employee on approved FMLA/OFLA/PFML, forty (40) hours of vacation may be retained prior to being placed on leave without pay.

Vacation or other paid leaves will not be periodically substituted as a means to continue eligibility for employer paid benefit coverage.

4. Hours Charged.

Employees shall be charged for sick leave in an amount equal to the time they are absent from work.

5. Less than Full Time Employees.

Regular status, part-time employees working half-time (18.75 or 20 hours per week) or greater will accrue sick leave on a prorated basis.

ARTICLE 7 - VACATION LEAVE

1. Accrual.

A. Vacation Option – New Hires

New employees upon initial hire will have the one-time option to choose to either have their first years' worth of vacation leave frontloaded into their vacation leave bank in accordance with County Employment Policy and Practice (EPP) #66 – Vacation Leave or accrue vacation on a period basis in accordance with subsection C below.

Employees who choose the frontload option for the first year of employment will start accruing vacation leave effective the first day of their second year of employment in accordance with subsection C(1) below.

New employees who choose the frontload vacation option for their first year of employment and leave County employment, for any reason, prior to the end of the first year will only receive a vacation payout equivalent to the amount they would have actually accrued during their time of employment, minus any hours used. In the event the employee has used more paid time than would have been accrued during their first year of employment, the employee will have the equivalent cost of hours owed deducted from their final paycheck. In the event the employee's final paycheck does not cover the amount of frontloaded vacation time taken prior to separation, the County will attempt to recover the difference as described in Article 19, Section 12(C).

Should a new hire not make a selection, they will be defaulted into the normal accrual system outlined in subsection C below.

B. Employees hired prior to January 1, 2001 who have elected not to participate in the Vacation Sell-Back Program shall accrue vacation as provided in the following manner:

Employees having served in the Authority's regular status service for six (6) consecutive full-calendar months shall be credited with fifty-two and two tenths (52.2) hours of vacation leave, and thereafter, vacation leave shall be accrued in accordance with the following:

a) Less than five (5) years of regular service, 104.4 hours per year, accrued at the rate of 8.7 hours per month. Vacation leave not to accumulate beyond 250 hours.

b) Five (5) to ten (10) years, but less than ten (10) years of regular service, 128.4 hours per year, accrued at the rate of 10.7 hours per month. Vacation leave not to accumulate beyond 250 hours.

c) Ten (10) years to fifteen (15) years, but less than fifteen (15) years of regular service, 152.4 hours per year, accrued at the rate of 12.7 hours per month. Vacation leave not to accumulate beyond 250 hours.

d) Fifteen (15) to twenty (20) years, but less than twenty (20) years of regular service, 176.4 hours per year, accrued at the rate of 14.7 hours per month. Vacation leave not to accumulate beyond 250 hours.

e) After twenty (20) years of regular service, 200.4 hours per year, accrued at the rate of 16.7 hours per month. Vacation leave not to accumulate beyond 250 hours.

Continuous service for the purpose of determining eligibility for accelerated vacation accrual rates shall be service unbroken by separation from the County employment that results in a new date of hire.

C. All employees hired on or after January 1, 2001, or employees hired prior to January 1, 2001 who have elected to enroll in the Vacation Sell Back program accrue vacation in the following manner:

1. Employees having served in the County service one (1) full-calendar month, shall be credited with twelve (12) hours of vacation leave, and thereafter, vacation leave shall be accrued at the rate of twelve (12) hours vacation leave per month regardless of years of service. Vacation leave not to accumulate beyond 250 hours.

2. Employees who have used at least forty (40) hours of vacation time in a calendar year may elect to sell back up to sixty (60) hours vacation during that same calendar year. To receive compensation in lieu of time off, the employee must submit a completed Request to Sell Vacation form to Payroll no later than December 31st of that calendar year.

3. Employees hired prior to January 1, 2001 may make a one-time election to enroll in the vacation sell back program by submitting a written request to Payroll no later than February 1, 2001. Once enrolled in this program, an employee may not return to the employee's previous accrual schedule.

D. Employees in a paid status, defined as regular wages or County accrued leave, for any month as outlined below will accrue vacation leave for the next month, on the first of that month:

1. 88 hours (prorated for FTE status) for a work day of 8 hours or more in a 40 hour work week; or

2. 82.5 hours (prorated for FTE status) for a work day of 7.5 hours or more in a 37.5 hour work week.

2. Vacation Times.

Employees shall be permitted to choose either a split or entire vacation. Whenever possible, consistent with the needs of the Authority and any requirement for vacation relief, employees shall have the right to determine vacation times provided the employee gives reasonable notice of their vacation requests.

Vacation requests submitted more than ninety (90) days in advance will be posted by the requesting employee in a place designated by the department for ten (10) calendar days before

they are approved. Other employees may submit requests for vacation during that same time frame during the ten (10) day posting period. In the event of more requests than the Authority can allow, vacation time shall be approved on the basis of seniority provided the requests are made during the posting period. Otherwise, requests will be approved on the basis of time of receipt of the written request for time off first. All vacation must be approved by the supervisor with as much written notice as possible given.

Employees may be allowed to use vacation with short-term notice for the purpose of attending school functions of a child, with twenty-four (24) hours advance notice and approval of the employee's supervisor. In the event where twenty-four (24) hours advance notice is not practicable, such as an emergency, employees may be allowed to use vacation or floating holiday with approval of the employee's supervisor.

3. Termination or Death.

After six (6) months of regular status service, upon termination of an employee for any reason, or in the event of death of an employee, all accumulated vacation shall be paid to the employee or their heirs, whichever the case may be.

4. Hours Charged.

Each full day of vacation leave taken shall be equal to the work day of the employee. For partial day absences, employees shall be charged for vacation leave in an amount equal to the time they are absent from work.

5. Less Than Full Time Employees.

Part-time regular status employees working half-time (18.75 or 20 hours per week) or greater will accrue vacation leave on a prorated basis.

ARTICLE 8 - OTHER LEAVES

1. Leave of Absence.

Leaves of absence are covered by County Code and policy. No leave will be granted to an employee to accept employment in any other capacity. Credit toward longevity, salary increases, sick leave and vacation will not accrue during such leave except during any month when the employee is in paid status, defined as regular wages or County accrued leave, for eighty-eight (88) hours (prorated for FTE status) or more in any month. Benefits will not be paid by the County during such leave except when the employee is in paid status, defined as regular wages or County accrued leave, for eighty-eight (88) hours (prorated for FTE status) or more in any month.

2. Jury Duty.

Employees shall be granted leave of absence with full pay any time they are required to report for jury duty or jury service and unable to work their regularly scheduled hours, in lieu of jury fees. If an employee is excused or dismissed so as to reasonably be able to report to work with at least two (2) hours of work time left, the employee shall return to work. All jury duty and witness fees, other than mileage reimbursement, shall be surrendered to the Housing Authority. Employees scheduled to work on shifts other than day shift shall be considered to be on day shift for the duration of jury duty.

3. Educational Leave.

After completing three (3) years of regular status service, an employee, upon request, may be granted a leave of absence without pay for educational purposes at an accredited school when it is related to their employment. The period of such leave of absence shall not exceed one (1) year, but it may be renewed or extended at the request of the employee when necessary.

Such a leave of absence will not be provided more than once in any three (3) year period. Seniority and credit toward longevity, salary increases, sick leave and vacation shall not accrue during such leave, nor will benefits be paid by the Authority, except during any month when the employee is in paid status for at least eleven working days.

4. Major Emergencies, Disasters or Inclement Weather.

When an employee is unable to report to work because of major emergencies, disasters, or inclement weather, and County shut down pay is not applicable, the employee will have the option of either making up the missed time within the same work week with the approval of the supervisor (provided there is no overtime obligation to the County), or using vacation, compensatory time, or leave without pay. See EPP 12 (Inclement Weather, Major Emergencies, and Disasters).

5. Military Leave.

Military leave will be granted in accordance with current Clackamas County Employment Policy and Practice No. 7.

6. Parental Leave.

Parental leave will be granted in accordance with current Clackamas County Employment Policy and Practice No. 10.

7. Maternity Leave.

Maternity leave shall be granted in accordance with current Clackamas County Employment Policy and Practice No. 10.

8. Bereavement Leave.

Exclusive of regular sick leave, an employee shall be granted not more than three (3) work days leave in the event of a death in the immediate family of the employee, to make household adjustments and/or to attend funeral services. For bereavement leave, stepparents, stepchildren and the children of domestic partners, are included whether or not they live with the employee. The use of bereavement leave must be used within three months of the death of the family member, unless approved otherwise by the appointing authority.

Consistent with the needs of the Housing Authority and as approved by the Executive Director, an employee shall be granted not more than three (3) hours of bereavement leave to attend the funeral or memorial services for a current Housing Authority or Clackamas County employee or retiree.

Bereavement leave may be requested in other appropriate circumstances. A request to use bereavement leave for the death of an individual outside of the immediate family is subject to approval by the Executive Director, who shall also have discretion to limit the length of the leave in such situations.

9. Family/Medical Leave.

Family medical leave will be granted in accordance with current Clackamas County Employment Policy and Practice No. 10.

10. Immediate Family Defined.

Immediate family is defined as spouse, domestic partner (as defined by the Benefit Review Committee), parents, spouse's parents, domestic partner parents, children, brother, sister, grandparents (of either employee or spouse), grandchildren, sister-in-law and brother-in-law. Stepparents, stepchildren or children of domestic partner residing in the employee's household shall also be included in the definition of immediate family. Sick leave may also be used as approved by the appointing authority, in the event of an illness of a member of the employee's household who lives in the actual home of the employee but who is not included in the relationships outlined above. In relationships other than those set forth above, under exceptional circumstances, such leave may be granted by the Authority upon the request of the employee.

All leaves referenced by this Article shall be authorized by the Executive Director or designee. Such authorization shall be in writing and signed by the Executive Director or designee.

ARTICLE 9 - HEALTH AND WELFARE

1. Medical Coverage.

The Housing Authority agrees to contribute toward the monthly composite premium for each medical plan for eligible employees and their eligible family members, who elect medical coverage. The design of the medical plans and eligibility of family members shall be determined by the Benefits Review Committee as described in Section 11.

Effective January 1, 2028, the Authority agrees to contribute an amount equivalent to 95% of the monthly composite premium for each medical plan up to a maximum of 105% of the 2027 Authority contribution.

Effective January 1, 2029, the Authority agrees to contribute an amount equivalent to 95% of the monthly composite premium for each medical plan up to a maximum of 105% of the 2028 Authority contribution.

Employees will pay any remaining insurance premium cost share through payroll deduction.

Medical Insurance Opt-Out: Employees who submit the Medical Insurance "Opt-Out" Waiver of Medical Coverage for certifying they have other coverage not obtained from the individual market or the Health Insurance Marketplace will receive cash back on a monthly basis as provided by the yearly Benefits Summary, subject to applicable withholdings. Employees may only rejoin County Coverage with a qualified life event or at the next Open Enrollment subject to carrier rules.

The Authority and the Association will make an assertive effort to support plan design changes through the Benefits Review Committee as may be needed to keep the total annual renewal increase at or below 5 percent (5.0%) each year.

2. Benefits.

The Authority agrees to provide the Clackamas County Benefit Program to regular eligible employees (those who are working in a position regularly scheduled for thirty (30) hours or more per week) and their eligible family members. Bargaining unit employees agree to cooperate fully with the County's Benefits Division regarding participation and administration of the program.

3. Life Insurance.

The Authority agrees to contribute an amount equal to the premium for a life insurance plan with a death benefit of $50,000 to full-time employees. The design of the life insurance plan shall be the authority of the Benefits Review Committee as described in Section 11.

4. Dental Insurance.

The Authority agrees to pay 100% of the dental premium for coverage agreed to by the Benefits Review Committee for fulltime employees and their eligible family members, effective on the first day of the month following the benefit-waiting period described in Section 10. The design of the dental plans shall be determined by the Benefits Review Committee as described in Section 12.

Dental Insurance Opt-Out: Employees who opt out of a dental coverage or opt down to a less expensive plan provided by the County will receive cash back on a monthly basis as provided by the yearly Benefits Summary, subject to applicable withholdings. Employees may only rejoin County coverage with a qualifying life event or at the next Open Enrollment subject to carrier rules.

5. Disability Income Insurance.

The Authority agrees to provide non-duty disability insurance coverage to eligible employees as described in the Benefits Handbook. The design of the disability plan shall be determined by the Benefits Review Committee as described in Section 11.

The Authority agrees to contribute an amount equal to the premium for a Long Term Disability Program for the term of this Agreement. Benefits, including those from other sources, will equal sixty percent (60%) of an employee base salary, including longevity, up to a maximum monthly salary of $3,333. Employees must serve an elimination period of the first thirty (30) calendar days of each disability period or the exhaustion of accumulated sick leave, whichever occurs later.

6. Reinstatement from Medical Layoff.

An employee who is reinstated to employment within six months from medical layoff will have the benefit waiting period waived. An employee who has continuously participated in COBRA during a medical layoff will have the benefit waiting period waived for up to eighteen (18) months.

7. Workers' Compensation.

A. All County employees will be insured under the provisions of the Oregon Workers' Compensation Law for injuries that arise out of and occur in the course of employment for the County. The Authority is self-insured for workers' compensation claims. The Authority and Association acknowledge the right of employees to receive workers' compensation benefits as provided by state law and this Article.

B. The County will compensate the employee for injuries that result in an inability to work with sufficient medical authorization that arise out of and occur in the course of employment where the claim has been accepted in an amount equal to the injured employee's regular pay, including any regular additional pay, such as longevity, that the employee was receiving at the time of the injury for up to and including 180 days from the date of injury. This wage continuation provision will continue for up to and including 180 calendar days from the date of injury, and is subject to the following conditions:

   i. The day of injury shall be considered a workday, and the employee will receive their normal salary for that day.
   ii. The waiting period as stated in ORS 656.210 will be charged to sick leave or other accrued leave if available unless total temporary disability exceeds fourteen (14) consecutive days. Then, workers' compensation covers from the first day.

iii. The employee's regular pay will be subject to all standard deductions, such as income tax and employee benefits, as required or allowed under Federal and State Law.

iv. While the employee is receiving wage continuation under this provision, the employee will continue to receive all other County health and welfare benefits the employee was enrolled in at the time of the injury unless prohibited by law, rule, and regulation or provider contract.

C. After one hundred and eighty (180) calendar days from the date of injury, if the accepted condition is still resulting in the employee's inability to work, the employee will receive temporary total disability benefits as provided under Oregon Workers' Compensation Law.

After one hundred and eighty (180) calendar days from the date of injury, the employee may elect to use accrued leaves to supplement the difference between statutory workers' compensation benefits and the employee's regular pay (including any regular additional pay).

D. Medical and dental insurance coverage shall continue to be provided for employees as was in place prior to the injury for as long as employee remains employed during this period. Employees are responsible for any applicable insurance premium cost share as provided for in this Article. Further coverage shall be at the discretion of the County.

E. The County may request the employee to return to modified or light duty, subject to medical release. An injured employee that refuses to return to modified or light duty may be subject to loss of reinstatement rights and reduction of temporary total disability benefits.

8. Less than Full-Time Employees.

For the purpose of eligibility for benefits, full-time employees are those employees regularly working thirty (30) or more hours per week. Regular part-time employees working at least twenty (20) hours per week, shall be entitled to Authority-paid medical insurance as described in Section 1 and shall be entitled to purchase dental insurance as described in Section 4.

9. Insurance After Termination.

Health insurance coverage will not be continued for any employee who is in an unpaid status the first working day of the month due to leave, layoff, termination, or reduced working hours. Continuation of benefits for employees and their eligible dependents will be administered as determined by COBRA regulations.

10. Benefit Waiting Period.

Medical, dental, vision, life and disability, health reimbursement account and voluntary benefits shall become effective on the first day of the calendar month following the employee's date of hire.

11. Benefits Review Committee.

A Labor-Management Benefits Review Committee shall have the responsibility for deciding the level, scope, and design of benefit plans offered to employees for medical and vision coverage,

dental coverage, and for disability and life insurance. The primary emphasis in plan design shall be to provide a comprehensive, competitive benefit program at a reasonable cost for individuals and for the organization.

The Committee shall be comprised of members from management and from County bargaining units. Each bargaining unit adopting the provision of the Article shall be entitled to appoint one voting member to the Committee for every two hundred (200) members in their bargaining unit with a minimum of one (1) member. It is understood that bargaining units which do not adopt these provisions will be entitled to appoint one nonvoting member to the Committee. Management membership will consist of voting members in a number equal to the voting bargaining unit membership. However, a bargaining unit or the County may appoint fewer members than it is entitled but retain the same number of votes as described above. Regular meetings will be held as business dictates on a schedule agreed to by the Voting Members. Meetings may be held more frequently during the annual renewal process as determined by the Benefits Manager or their designated representative. Decisions of the Committee will be made by a majority of votes.

The Committee shall make plan design decisions for medical, vision, dental, disability, and life insurance plans at least one hundred and twenty (120) days prior to the beginning of the succeeding plan year, unless the County waives such requirement.

Payment for and funding of benefit plans selected by the Committee shall be in a proportion and manner determined through collective bargaining with each separate bargaining unit.

The County shall provide administrative coordination and support for the Committee. The Committee, at its request, shall be provided all financial information and related reports as may be available.

The County will make decisions on the following issues after consideration of Committee recommendations: carrier selection, third party administrator selection, employee benefits consultant selection, selection of alternate funding arrangements, and other optional benefit programs.

12. Plan Changes Required by Law or Insurance Carrier.

The County shall act to update any mandated coverage or changes caused by Federal or State laws, rules and regulations and may make changes to take advantage of any enhancements made available by the insurance carriers. The County does not guarantee against unilateral changes in benefits initiated solely by the insurance carriers.

13. Health Reimbursement Account.

The Authority shall enroll each benefit eligible employee covered by this agreement into the County's Health Reimbursement Account (HRA/VEBA).

The Authority shall pay the account fee up to $1.50 per account per month for each active employee. The employee shall be responsible for the third party annualized investment fee.

Employees who have used at least forty (40) hours of vacation in the prior twelve (12) months shall have all vacation time up to eighty (80) hours in excess of the annual cap paid into their HRA/VEBA account.

Participating employees shall have all vacation hours over the annual cap paid to their HRA/VEBA account at retirement.

Eligible employees as of December 31st of each year shall receive an annual contribution of $100 paid into their HRA/VEBA account by the second payroll period of the following January each year.

14. Deferred Compensation Plan.

Subject to applicable federal regulations, the Authority agrees to provide an employee-paid deferred compensation plan that provides for payments at a future date for services currently rendered by the eligible employee. Each new employee will be enrolled automatically in the Authority's Deferred Compensation program, at the rate of five percent (5%) of their base compensation as defined in the deferred compensation plan document, unless the employee chooses to opt out of the program or change the rate of the contribution. Deferred compensation benefits shall become effective on the first date of the calendar month following two (2) full calendar months of continuous employment. New employees include newly hired employees, rehired employees, and employees changing employment status from temporary to regular.

ARTICLE 10 – WAGES

1. Wages and Classification Schedule.

a) Effective July 1, 2027, employees shall receive a cost of living increase equal to the percentage increase in the US Consumer Price Index, CPI-W: West Urban Annual Average, as reported by the U.S. Department of Labor, with a minimum of 0% and a maximum of 4.5%.

Effective July 1, 2028, employees shall receive a cost of living increase equal to the percentage increase in the US Consumer Price Index, CPI-W: West Urban Annual Average, as reported by the U.S. Department of Labor, with a minimum of 0% and a maximum of 4.5%.

b) When any classification not listed on the Wage Schedule is established, which shall be published on the Department of Human Resources website, the Authority shall designate a pay range for the classification and notify the Association. In the event the Association disagrees with the pay range and files a timely demand to bargain with the County, the Association and the Authority shall open negotiations to establish a salary range for the classification.

c) Whenever an employee is assigned in writing by their supervisor the duties of a higher paid classification for, at minimum, thirty (30) consecutive working days, the employee shall be placed in a Continuous Work Out of Classification (WOC) assignment via a Personnel Action Form and be paid for all hours. The pay rate the employee receives for Continuous Work Out of Classification will be determined by conducting a salary placement assessment in accordance with the Oregon Equal Pay Act or an additional three and a half percent (3.5%) of base hourly rate, whichever is higher.

For employees assigned duties of a higher paid classification for a duration less than thirty (30) days, or is non-consecutive and sporadic in nature, the employee will be placed in an Hourly Work Out of Classification and receive an additional (3.5%) of base hourly rate or at the beginning of the range of the higher paid classification, whichever is higher, via a Personnel Action Form.

For these “Work Out of Classification” assignments, the employee’s supervisor will submit information stating the need for such out-of-class-work, how the employee meets the minimum qualifications to perform higher classification work and that authorization has been received from the Department Director.

In no case shall the TOC rate exceed the maximum rate of the higher classification’s salary range.

Salary grades will identify a pay range to include a minimum pay rate (previously Step 1), midpoint pay rate, and a maximum pay rate (previously Step 6). Employees’ classification, salary grades, and pay rates will not change.

2. Overtime.

One and one-half (1.5) times the employee's regular hourly rate of pay shall be paid for work under any of the following conditions (except as modified by Article 4, Section 2), but compensation shall not be paid twice for the same hours:

All authorized work in any work day performed in excess of the employees work day schedule for employees on a regular schedule as defined in Article 4, Section 2.

a) Regular Schedule: Overtime is payable for all hours worked beyond the employee's defined overtime threshold as defined in Article 4, Hours of Work.

b) Alternative Schedule: Overtime is payable for all hours worked beyond the employee's defined weekly overtime threshold as defined in Article 4, Hours of Work.

c) Employees who are on a flexible schedule as defined in Article, 4 Section 2 will retain the overtime schedule based on their assigned regular or alternative schedule.

d) All authorized work performed on Saturday or Sunday.

If agreed to by an employee and the employee's supervisor and approved by the Executive Director, compensatory leave in the amount of time and one-half (1.5) may be accrued in lieu of pay for overtime. Such leave shall not accrue beyond forty (40) hours.

e) Authorized work includes regular hours performing regular job duties, compensatory time paid, and call-in/stand-by pay.

3. Longevity.

Employees in the bargaining unit shall be eligible for longevity pay as a percentage of gross salary for number of continuous years of regular or limited-term status in Authority/County service in the following amounts based upon the accumulation of the time in paid status, defined as regular wages or County accrued leave:

Years	Percent
5-9	1.5
10-14	2.0
15-19	2.5
20-24	3.0
25-29	3.5
30 +	4.0

Continuous service for the purpose of determining eligibility for longevity accrual rates is defined as service unbroken by separation from Authority/County employment as a regular or limited-term employee in a paid status, defined as regular wages or County accrued leave.

In addition, effective three full pay periods following ratification of the contract, "continuous service" for the purpose of calculating eligibility for longevity pay will include one hundred percent (100%) of the time worked under the EAT contract, provided there has been no break in County employment. This adjustment applies solely to longevity pay and does not impact other benefits, accruals, or seniority. Employees will not receive retroactive longevity pay; the adjusted time for determining longevity will apply only on a prospective basis.

The calculation for longevity shall be based on the employee's service date minus thirty days. For example, if the service date is 5/15, for purposes of calculating longevity the date shall be 4/15.

4. Bilingual Skills Pay.

a) When a position requires an employee to use a second (or more) language, including American Sign Language (ASL), as a condition for holding a particular position, the employee will receive an additional five percent (5%) of the base hourly rate to be added to the employee's regular salary. "Required use" shall be documented by an approved Position Classification Questionnaire and "Certification of Bilingual Requirement" Form.

b) It is not the intent of the parties that the re-designation of a position to "bilingual required" status would be done for the sole purpose of superseding the layoff provisions of this Agreement.

c) When an employee who is not in a position that requires the use of a second (or more) language, including American Sign Language (ASL) is authorized by their supervisor to utilize their bilingual skills in a sporadic nature, the employee will receive an additional five percent (5%) of their base hourly rate for actual time, rounded up to the nearest fifteen (15) minutes, for performing bilingual duties. "Sporadic Use" shall be documented by an approved "Certification of Bilingual Requirement" Form.

5. Retirement Contributions.

PERS eligibility is subject to ORS 238.015. The Housing Authority agrees to pay employee's share of contribution on behalf of employees as set by Oregon legislature.

In the event that during the life of this agreement it becomes impossible for reasons of law, regulation or decisions for the Authority to pay the six percent (6%) employee contribution to PERS, then that sum shall be contributed on behalf of the employee to a retirement benefit, such as a transition account, state retirement account, Authority deferred compensation plan, or other individual retirement account. The intent of the parties is that the employees will be made whole in terms of the six percent (6%) retirement contribution by the Authority.

6. U.S. Department of Housing and Urban Development (HUD).

The parties recognize that during the life of this agreement, job duties and functions may change. Therefore, the parties agree that either has the right, during the life of the agreement, to propose salary changes due to comparability surveys which are required by the U.S. Department of Housing and Urban Development (HUD). Should the parties fail to reach agreement on any such request, the matter may be placed on the bargaining table at the next negotiation period.

ARTICLE 11 - SETTLEMENT OF DISPUTES

1. Grievance and Arbitration Procedure.

a) Any grievance or dispute which may arise between the parties involving the application, meaning or interpretation of this Agreement, except oral reprimands, shall be settled in the following manner:

STEP 1. An Association representative, with or without the employee, may take up the grievance or dispute with the Executive Director within ten (10) working days of its occurrence. The Executive Director, an Association representative, and the employee or a representative of the class if it is a class grievance, shall meet within ten (10) working days of the appeal to Step 1 to discuss the grievance. If the grievance remains unresolved, the Executive Director shall respond to the representative within ten (10) working days of such meeting.

STEP 2. If the grievance has not been settled, it may be presented in writing by the Association representative to the H3S Director within ten (10) working days after the Executive Director's response is due. The H3S Director shall respond to the Association representative within ten (10) working days of such meeting.

STEP 3. If the grievance has not been settled, it may be presented to the Director of Human Resources or their designee within ten (10) working days after the response of the H3S Director is due. The Director of Human Resources or their designee, an Association representative, and the employee, shall meet within ten (10) working days of the appeal to Step 3 to discuss the grievance. If the grievance remains unresolved, the Director of Human Resources or their designee shall respond in writing to the representative within ten (10) working days.

STEP 4. If the grievance is still unsettled, either party may request arbitration within thirty (30) calendar days after the reply of the Director of Human Resources or their designee is due, by written notice to the other.

Arbitration. If arbitration is requested, the parties shall forthwith agree upon an arbitrator who shall act as sole arbitrator of the dispute. The parties agree that any decision of the arbitrator which is within the scope of this Agreement shall be final and binding upon them. In the event that the parties fail to agree upon the selection of an arbitrator, a list of seven (7) arbitrators who charge from the Oregon border or only for travel within Oregon, which includes Oregon arbitrators as well as arbitrators who are not Oregon residents and charge from the Oregon border shall be requested from the Employment Relations Board of the State of Oregon. After the flip of a coin has determined which party shall strike first, each party shall, in turn, strike one arbitrator at a time from the list until one name remains. The arbitrator whose name remains shall act as the arbitrator of the dispute. The arbitrator shall not have the authority to modify, add to, alter or detract from the provisions of this Agreement. The arbitrator shall exercise all powers relating to admissibility of evidence, conduct of the hearing and arbitration procedures, provided that in so doing, shall not contravene any provisions of this Agreement. The compensation of the arbitrator and all expenses incurred by the arbitrator shall be borne by the party against whom the arbitrator's

decision is adverse. However, the arbitrator shall have the power to require the parties to share in the expense of the arbitration proceeding in any proportion that the arbitrator deems reasonable.

b) "Working days" for the purpose of this Article shall be defined as Monday through Thursday excluding holidays recognized and observed by the Board of the Housing Authority.

c) Steps 1 and 2 may be skipped by mutual written agreement.

d) The grievance must be submitted on the official Grievance Form as contained in the Appendix A. Notwithstanding the Official Grievance Form submission, the grievance may be amended to narrow the scope of the original allegations; if amended, the grievance shall state what amendments have been made. In the grievance process and arbitration, the Association is limited to the facts and contract violations as stated in the grievance or amended grievance.

e) When the Director of Human Resources or their designee has denied a grievance and arbitration is requested, the parties must, within one (1) year of the date the Director of Human Resources or their designee denies the grievance, select an arbitrator and request a date for the arbitration hearing, or the grievance is considered closed without prejudice to the issues presented by the grievance.

f) The time limits as described herein may be waived by mutual written agreement of the parties. This includes paragraph 5 above.

g) The Association Representative shall be allowed reasonable time and opportunity to assist an employee to pursue a grievance or dispute through the steps of the grievance procedure as outlined above. Such time away from work, if on Authority paid time, shall be in compliance with the rules governing conducting Association business as contained in Article 14-Association Rights.

h) When an employee voluntarily separates from Housing Authority employment, all pending grievances filed on behalf of such employee shall be considered withdrawn with prejudice.

ARTICLE 12 - DISCIPLINE AND DISCHARGE

1. Regular employees may, in good faith for just cause, be subject to disciplinary action by oral reprimand, written reprimand, unpaid suspension, demotion, or discharge. Such action shall take effect only after the supervisor gives prior written notice of the action and cause to the regular employee, except in the case of oral or written reprimand. Oral or written reprimands may be given at the initial meeting with the employee regarding discipline, if the Authority has already determined such discipline is warranted after the investigation.

The County agrees to conduct and conclude investigations in a reasonably timely manner. However, external factors (such as a criminal investigation) may justify delaying the County's investigation.

Initial probationary employees may not grieve discipline, including termination.

An employee has the right to have union representation at any investigatory interview of the employee which the employee reasonably believes could lead to disciplinary action against the employee. The role of the union representative shall be limited to those as outlined by the Employee Relations Board in Washington County Peace Officers Association vs. Washington County, which are:

1) Inquire about the purpose and subject of the meeting;

2) Asking clarifying questions;

3) Ask clarifying questions at the end of the interview; and

4) Suggest any other witnesses; describe other practices or mitigating factors

Performance improvement plans, works plans or other similar performance management tools are not discipline. An employee does not have the right to have a union representative present during meetings regarding a performance improvement plan, work plan, or other similar performance management related tool. Performance Improvement Plans shall not be placed in an employee's personnel file.

Any regular employee who is disciplined (except for oral reprimands) will receive a written statement of the charges and allegations that the Authority will rely on to support the decision to discipline. The Association shall be notified that the regular employee has been disciplined and sent a copy of the charge at the time the regular employee is notified unless the regular employee objects in writing. Notification to the Association shall include sending copies of all such notices to the Association President and the Service Representative.

2. Any regular employee in the bargaining unit who is disciplined in writing, suspended, demoted or discharged shall have the right to appeal the action through the Grievance Procedure. Oral reprimands are not subject to grievance. The Association shall submit such grievance at

Step 1 of the procedure no later than ten (10) working days after the effective date of disciplinary action. Working days for the grievance procedure shall be defined as Monday through Thursday excluding holidays recognized and observed by the Authority. The Grievance Procedure shall be the sole and exclusive procedure for the resolution of discipline and discharge disputes.

3. If the Authority has reason to counsel, reprimand or discuss a regular employee's need to correct deficiencies, every reasonable effort will be made to accomplish this in a manner that will not embarrass the regular employee before other employees or the public.

4. When the employer believes there is just cause for discharge, the regular employee and the Association will be notified in writing at the time the action is taken that the regular employee is subject to discharge. In instances of proposed discharge, the employee should be given ten (10) calendar days advance notice of the discharge date as required by the Housing authority Policy. Such notification shall state the reasons for which the employee is being discharged. The employer shall provide the regular employee with an opportunity to respond to the charges at an informal pre-dismissal hearing, which may be recorded, with the person or persons having the authority to impose or revoke the disciplinary action. The regular employee shall be entitled to have a representative of their own choosing at the pre-dismissal hearing for the purpose of providing advice and counsel to the regular employee.

The regular employee may be granted additional time, at the discretion of the employer, to prepare for the pre-dismissal hearing.

ARTICLE 13 - UNION DUES

1. All employees covered by the terms and conditions of this Agreement may become members of the Association. The Authority agrees to deduct dues in the amount determined by the Association from the wages of each employee who chooses to become a member of the Association and provides the Authority with written authorization to deduct dues. The Authority agrees to deposit the total amount deducted from all members into an established account designated by the Association, on a monthly basis.

2. The Authority will not be held liable for errors but will make proper adjustments with the Association for errors as soon as is practicable if notified within ten (10) calendar days of the error. In no case shall such an adjustment extend beyond the following pay period. In order for the Association to have adequate information on dues, Payroll will, upon request, provide an updated list of employees who have paid union dues.

3. To the extent a new employee is unable to attend the Association portion of new employee orientation, Association representatives shall be provided with a reasonable opportunity and fifteen (15) minutes of Authority paid time to inform the new employee about the Association and to provide the new employee with a signature card in order to register for membership in the Association.

ARTICLE 14 - ASSOCIATION RIGHTS

1. Association Representatives.

The Association may designate CCEA-represented employees of the County to serve as Association representatives.

There shall be no more than four (4) Association representatives assigned to assist with the administration of this agreement.

The Association shall advise the County in writing of the names of employees who are serving as Association representatives. The County shall recognize only employees designated as Association representatives, CCEA officers, and the CCEA Service Representative as official representatives in the administration of this agreement. Said list shall be updated as necessary.

2. Release Time.

Upon at least thirty (30) calendar days' advance written notice by the Association to the Authority, the Authority will provide up to forty-five (45) calendar days release time for Association members to serve as a designated representative of the Association. The Associations' notice shall include the name of the Association member taking release time and the start and ending dates. Without this notice, the Authority is not obligated to provide release time.

Release time shall be in addition to vacation leave, sick leave, or other paid or unpaid leave available to an Association member under state law or this Agreement.

During such release time, the Authority shall continue paying compensation (including all employer contributions toward employee benefits, including benefits under ORS chapter 238 to the Association member, and the Association shall reimburse the County for all such compensation paid to the Association member during release time.

The Association and/or the Association member on release may terminate the period of release time at any time for any reason by providing ten (10) calendar days' advance written notice to the Authority.

At the conclusion of the release time, the Association member shall be reinstated to the same position and work location held immediately prior to the release period or, if not feasible, to a substantially similar position without loss of seniority, rank, or classification.

The Association member taking release time shall receive full retirement credit for the duration of the release time as long as the Association member meets all retirement contribution obligations pursuant to ORS chapter 238 or this Agreement.

The Authority is not liable for an act, omission, or an injury caused or suffered by an Association member if the act, omission, or injury occurs during the course and scope of use of release time. If the Authority is held liable, the Association shall indemnify the Authority and hold the Authority harmless from all liability arising from the act, omission or injury that occurred during the period of release time.

3. Access to Workers.

Authorized representatives of the Association may visit the work locations of employees covered by this agreement at reasonable times, provided that such visitations will not interfere with the operations of the Authority/County.

4. New Employee Orientation.

The County will notify the Union monthly of all new employees who are members of the bargaining unit. The Union will be allowed to hold one (1) thirty (30) -minute meeting on County paid time in total per month to orient all new Union members. One (1) Union member will be allowed work time to lead the orientation process. This orientation meeting will be coordinated with the Department Director or designee with the intent on selecting a time and County location with the least impact on business. Attendance by the employees is voluntary and it is the Union's responsibility to notify the new employees of the meeting time and place.

5. Association Negotiators.

Employees selected by the Association to act as Association representatives for the purpose of negotiating amendments or modifications to this agreement shall be known as the Housing Authority Employees Association Negotiating Committee. The names of employees so designated shall be certified in writing to the Authority by the Association separately, or as part of the ground rules relating to the negotiations. The list may be updated from time to time. The Housing Authority and County shall permit a reasonable number of members designated by the Association to attend negotiation sessions on Authority/County-paid time (subject to Section 6 below) as members of the Negotiating Committee. One of the members may be an employee of the regular CCEA bargaining unit. The Association may also appoint an alternate to attend negotiation sessions on Authority/County-paid time if one of the other Negotiation committee members is unable to attend one or more negotiation session(s).

6. No Discrimination.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, disability or political affiliation. The Association shall share equally with the Authority the responsibility for applying this provision of the Agreement. The Authority agrees not to interfere with the rights of employees to become members of the Association and there shall be no discrimination, interference, restraint, or coercion by the Authority, or any Authority representative, against any employee because of Association membership or because of any employee activity in an official capacity on behalf of the Association, or for any other cause. Nothing in this section shall be construed to limit the Authority's right to effectively and efficiently run the Authority's operations.

7. Association Business on Authority Paid Time.

An Association representative or CCEA officer may use up to forty (40) hours per calendar year of County-paid time to assist with the following matters under this contract:

1. Representing an employee in an investigatory interview/meeting which may result in the employee receiving discipline (unless the employee objects);

2. Representing an employee in a pre-disciplinary meeting (unless the employee objects);

3. Providing an employee with assistance with a grievance or dispute pursuant to Article 11 of the collective bargaining agreement;

4. Other collective bargaining matters, as required by this contract or law.

Authority paid time spent by Association representatives and CCEA officers under this provision will be designated as union business and recorded on their department's timekeeping system and reported to the immediate supervisor by the Association representative or CCEA officer as the time is incurred with the exception of time spent less than 15 minutes, approved vacation or compensatory time and with the exception of lunch or breaks, depending on department policy. If the Association fails to provide current Association representative or CCEA officer names, no Authority paid time shall be granted for unnamed Association representatives or CCEA-HA officers. Association representatives and first-level managers are encouraged to resolve problems before the problem becomes a grievance.

Time spent by the Association representatives and CCEA officers conducting the following activities shall be reported as Association business on Authority/County-paid time; such time will not count toward the forty (40) hours of Authority/County-paid time described in this provision:

1. Union Presidents Meeting with Authority/County management staff;
2. Labor-management meeting with County labor relations staff;
3. Meeting with management at management's request;
4. Participation in, and reasonable preparation for, proceedings under ORS 243.650 to 243.782, or that arise from a dispute involving a collective bargaining agreement, including arbitration proceedings, administrative hearings, and proceedings before the Employment Relations Board;
5. Acting as a representative for the Association for employees within the bargaining unit for purposes of collective bargaining as provided in Section 4 above, including reasonable preparation time;
6. Testifying in legal proceedings in which the Association representative has been subpoenaed as a witness; and
7. Providing information regarding this Agreement to newly hired employees at employee orientation as defined in Article 14, Section 4.

Association representatives engaging in Association business on Authority-paid time are responsible for communicating with their supervisors and securing adjustments to their regular work schedules as necessary to prevent unauthorized overtime.

Association hours will be non-transferable. Once the time is exhausted, no additional Authority/County-paid time will be provided in the remainder of the calendar year. Upon reasonable notice from the Association, the County shall authorize up to an additional ten (10) hours per Association representative or officer. Any hours remaining at the end of the calendar year will be lost and will not roll over to the subsequent calendar year.

These guidelines do not relieve the CCEA Association representative or CCEA officer from the responsibility of arranging for the time away from work with their supervisor, including notifying the supervisor when they are leaving and when they return. The time away cannot unreasonably interfere with the Authority/County's operations. Arranging time away from work may be done through a request in a discussion with the supervisor or by requesting time away from their duties through the time keeping system.

If the CCEA Association Representative wishes to engage in other Association business during Authority/County-paid time, other than what is listed above, they should arrange to take vacation or compensatory time with their supervisor consistent with the procedures in the collective bargaining agreement and for the department.

The Association is entitled to have one Authority/County employee representative to attend investigatory meetings with employees which may result in that employee receiving discipline; and during pre-disciplinary meetings. On occasion, the Association Service Representative may attend such meetings in addition to the Authority/County employee representative or in lieu of the Association representative.

For purposes of training Association Representatives for investigatory interviews and other related meetings in the disciplinary process such as mitigation meetings, the Association may choose to bring one (1) additional Association representative to the meetings in addition to the participating Association representative and/or the Association Service Representative for the purposes of observing process. The Association representative present to observe will do so on their own time and they will not participate in the investigatory interview or other related disciplinary meetings while present in an observation role. The Association representative may interact with the Association representative participating in the meeting(s) or Association Service Representative in a quiet and non-disruptive manner on occasion when necessary to assist in the learning process.

8. Employees Time.

Employees will be provided a time during their normal working hours to meet with the Union Steward and/or Council Representative to process and report a potential grievance. In addition, employees will be released during their normal working hours to prepare for and attend meetings or hearings for the following:

A. Grievance resolution meetings or grievance meetings in which the employee is the named grievant, mediation sessions in which the employee is a necessary participant, and arbitration hearings in which the employee will be testifying, that are held during the employee's work time; and

B. When an employee is subpoenaed or otherwise required to testify as a witness on behalf of the Union in an arbitration case or unfair labor practice hearing, the employee may appear without loss of pay if the employee appears during their work time.

ARTICLE 15 - LAYOFF AND RECALL

1. Reason for Layoff / Layoff Order.

Within a classification and department, initial probationary employees will be laid off before employees who have completed their probationary period. The County shall not utilize temporary employees on an ongoing basis to perform work of an allocated FTE position. In case of a reduction in force, or the elimination of a function, employees shall then be laid off within a department in accordance with qualifications to perform the remaining required work without further training. When qualifications, skills and abilities to perform the duties of the position(s) remaining are equal, seniority will prevail.

The Executive Director may request an exception to the order of layoff in writing to the H3S Director when the retention of employees with needed skills or performance abilities are necessary for the efficient operation of the department. Such actions shall be taken only for articulated, job-related reasons and substantiated by written documentation. A position that has been identified as an exception to layoff cannot be subject to bumping unless an employee can demonstrate they possess the needed skills or performance abilities of the specific excepted position. If an employee believes they are qualified to bump into a position on their bumping list that has been excepted, they may request a review of their skills and experience in writing to the H3S Director. The judgment of the H3S Director shall be final unless such judgment is shown to be arbitrary or capricious.

The H3S Director shall inform the Association in writing when an exception has been requested and a copy of the documentation supporting the request. The Association may timely present any additional information it would like the director to consider.

2. Notice of Layoff and Bumping Options.

Employees and the Association president, vice president, and Service Representative(s) shall be given in writing a minimum of thirty (30) calendar days' notice of layoff. Those employees who wish to participate in the bumping process must notify the Authority in writing by 6:00 p.m. of the 7th calendar day after receiving their notice. Those employees who do not notify the Authority will automatically be placed on layoff status. Within a classification and department, temporary, probationary and other employees who do not have regular status will be laid off before employees with regular status. Employees who have never attained regular status with the Authority and who are laid off, will not be placed on layoff registers and do not have bumping rights.

3. Layoff and Bumping Process.

If an employee elects to participate in the bumping process, then the employee has seven (7) calendar days from the employee's initial notification of layoff to submit a complete list of the employee's qualifications, skills and abilities to the Authority.

If the employee exercises the employee's right to bump, the Authority will:

(a) Provide the employee with a list of <u>all</u> positions in the department at or below the employee's current pay grade with the same or lower seniority date.

(b) A current seniority list will be provided to the Association president, vice president, and Service Representative(s) at time of action for all affected classes by the Authority.

(c) The employee would, through consultation with the supervisor, identify those positions that the employee believes the employee is qualified to perform after orientation. The position qualifications will be determined through the position classification questionnaire ("PCQ") and/or the most recent job posting and information about the minimum requirements of knowledge, skills, and/or abilities.

(d) The list of positions so identified will be submitted to the department for bumping consideration. Once submitted, the minimum qualifications cannot be changed to preclude the ability of the bumping employee to be deemed qualified. If the Authority agrees that the employee is qualified to bump into a position at the employee's current grade, that position will be offered to the employee. The bumping process will then end, and the Qualifications Review Committee (QRC) will not be involved.

(e) If Human Resources and the Authority believe the employee is not qualified to bump into a position at the employee's current grade, the employee will be offered a position (if qualified) in the next lower grade that the employee is qualified to work. The employee does have a right to appeal disagreement about placement at a lower grade to the QRC.

(f) If an employee bumps into a classification with a lower salary range, the employee's base pay rate will be determined by conducting a salary placement assessment, in accordance with the provision of the Oregon Equal Pay Act, including a review of all of the employee's relevant work experience internal and external to the County.

(g) Employees may be denied bumping rights only if they lack knowledge, skills or abilities required for the position which are not easily learned on the job within the normal orientation period of thirty (30) calendar days. Employees may be subject to skills evaluation and testing procedures in order to establish qualifications for a position.

(h) If it is determined the "bumping" employee cannot perform the duties of the position acquired in the bumping process within the normal orientation period of thirty (30) calendar days, the employee will be placed on layoff status and the "bumped" employee shall be returned to their original position.

4. Qualifications Review Committee.

The QRC will be formed only when an appeal is made. The QRC will be appointed at that time for a particular employee or employees if appropriate. The QRC will not be appointed as a standing committee.

(a) Upon request, the QRC shall then determine the employee's ability to "bump". The QRC may call upon the supervisor of the position in question or any other person they feel would be appropriate to assist them in understanding the required duties. After the QRC has received the list of qualifications, skills, and abilities from the bumping employee, it shall review positions in the same job area that are less senior and equal to or below the grade level of the bumping employee.

(b) The QRC shall be a five member committee made up of two Association members recommended by the Association president, two management employees recommended by the Human Resources Director, and a mutually appointed fifth member selected from current Authority employees. The QRC's decisions shall be based on comparisons with the job description, established qualification, and the ability of the individual to perform the remaining required work without further training. It is understood that the QRC must make their determination on the assumption that the "bumping" employee will be able to perform the duties of the position within thirty (30) calendar days. The QRC's decision shall be final and binding unless a supervisor can demonstrate to the QRC that after thirty (30) calendar days the "bumping" employee cannot perform the duties of the position. If such a case can be made, then the "bumped" employee shall be returned to the employee's original position.

(c) Any decisions regarding layoff and recall made by the QRC shall be final and not be subject to arbitration.

5. Layoff Status.

Employees on layoff must notify Human Resources in writing as to their present address and telephone number. This notice shall be updated quarterly or when there is any change, whichever is sooner. In addition, the employee shall advise Human Resources when the employee is no longer available for recall. Failure to notify terminates any and all relationships with the Authority. Layoff status will automatically terminate after two (2) years.

(a) Employees shall be recalled to work in accordance with skills and ability to perform the required work as determined by the Authority without loss of seniority or benefits, subject to contract limitations. The minimum qualifications of the position will be determined through the position classification questionnaire ("PCQ") and/or the most recent job posting and information about the minimum requirements of knowledge, skills, and/or abilities and a review of the laid off employee's relative qualifications. Once determined, the minimum qualifications cannot be changed to preclude the ability of the laid off employee to be deemed qualified.

(b) The employee does have a right to appeal disagreement over recall to the QRC.

(c) Employees shall be recalled from layoff according to their length of service (more senior first, etc.). No new employees shall be hired by the Authority until all employees on layoff status desiring to return to work have been recalled or there are no qualified laid off employees who can fill the position.

(d) Failure to accept recall from layoff or report within ten (10) working days after recall will terminate any and all relationships with the Authority.

6. Seniority.

(a) Seniority will be terminated when the employee quits employment or is dismissed.

(b) Seniority shall be prorated for periods of part-time employment based on the employee's FTE (full-time equivalency).

(c) If an employee leaves a bargaining unit position for another non-bargaining unit position in the County, and then returns to a bargaining unit position, their seniority will only include time spent in a bargaining unit (including time in any County bargaining unit). It will not be the responsibility of the Authority to track this information. Should the Association believe that a particular employee has "non-bargaining unit" work time, the Authority will calculate the employee's bargaining unit seniority only when requested to do so in writing by the Association. Once a calculation is made, then the Association and the employee for which the calculation is made will be notified of the employee's bargaining unit time, which will then be used for determining the employee's layoff and recall seniority.

(d) For the purpose of computing seniority, all authorized leave shall be considered as time worked. Unauthorized leave includes absences without proper approval and time off suspensions for disciplinary reasons.

(e) For purposes of bumping into the bargaining unit, seniority is defined as continuous service in the bargaining unit (subject to Section 6a). If an employee has no time in the bargaining unit, the employee cannot bump into the bargaining unit. For all other purposes, including layoff and bumping within the bargaining unit, seniority is defined as length of service with the Authority (subject to Section 6(a), (b), (c) and (d) above).

ARTICLE 16 – RECLASSIFICATION

1. Request for Reclassification.

When an employee believes that there has been a significant change in duties and responsibilities of their position, they may submit a Position Classification Questionnaire (PCQ) to request a position review to determine proper classification placement. The PCQ shall first go to the employee's immediate supervisor and then the Executive Director for review and comment. The Housing Authority shall forward the completed PCQ to the Department of Human Resources or another outside independent Personnel contractor within thirty (30) days of the initial request. If the Housing Authority does not forward the request within thirty (30) days, the employee may submit the request directly to the Department of Human Resources. The Department of Human Resources will notify the employee within fourteen (14) working days of the disposition of the request as provided under County Code.

When a position is reclassified to a classification that carries a higher salary grade, if in the opinion of the Executive Director, the incumbent employee has been performing the duties of the higher classification at least seventy-five percent (75%) for a period of six (6) months or more, and meets the requirements of the classification, the incumbent employee shall be reclassified to the higher classification effective the date they signed the PCQ. The new base pay rate following reclassification will be determined by one of the following, applying the method which yields the higher rate. 1) Human Resources will complete a Salary Placement Assessment, in accordance with the provision of the Oregon Equal Pay Act. 2) A 3.5% increase above the employee's Base Pay Rate immediately prior to the date of reclassification, not to exceed the maximum of the higher Classification's salary range.

The eligibility for salary increases following reclassification will change to the first of the month following six (6) full months from the date of reclassification and thereafter every twelve (12) months of continuous service until reaching the maximum of the salary grade. If an employee is reclassified, the employee shall serve a six (6) month probationary period beginning on the effective date of reclassification.

If an employee is reclassified/reassigned into a newly developed classification, the effective date will be the date the new classification was approved by the County Administrator. The employee's merit date shall be changed to the first of the month following six (6) full months from the effective date of the reclassification, and every 12 months thereafter of continuous service until reaching the maximum of the grade.

If an employee disagrees with a classification recommendation, the employee may appeal such disagreement as described in Section 2, below.

2. Classification/Compensation Review Panel.

The Classification/Compensation Review Panel (CCRP) shall be made up of three (3) members. One (1) member shall be selected by the Employees Association, one (1) member shall be selected by the Human Resources Director, and one (1) member shall be mutually appointed from current County or Housing Authority employees, either from management or the bargaining unit. Within ten (10) calendar days from the date the written notice referred to above

or notice from the Human Resources Director denying appeal on a classification recommendation is received, the Association will submit a written request to the Director of Health, Housing and Human Services to have the matter forwarded to the CCRP. The Association and the Housing Authority management staff may present information to the panel in support of their respective positions. The meeting shall take place during regularly scheduled business hours but shall be limited to three (3) hours (two [2] hours for presentation of information and one [1] hour for the panel to deliberate). The CCRP shall review the reasons for the classification allocation and/or the salary range recommendation and may ask questions of the parties presenting information. Following the collection of information, the panel shall discuss their opinions with the Human Resources Director. The Human Resources Director shall consider the opinions of the CCRP when recommending the final salary range recommendation to the Housing Authority Board of Commissioners. The Human Resources Director shall include in this recommendation a summary of issues raised during the request for review process and the opinions of the panel. The Housing Authority Board of Commissioners, or designee, shall have the final authority for all salary range determinations.

ARTICLE 17 - HEALTH AND SAFETY

1. The Housing Authority shall provide personal safety training and education for all employees.

2. The Housing Authority shall maintain an incident log of all activities perceived by the employee or employer to pose a danger to personal safety. Employees shall submit written incident reports to the Housing Authority.

3. The Housing Authority safety committee shall meet on paid time or during regular working hours.

ARTICLE 18 - STAFF DEVELOPMENT

In order to facilitate staff development and improve employee training opportunities, the Authority will implement a tuition reimbursement policy effective July 1, 1989. This covers job related courses at an educational institution or attendance of job related conferences, workshops or seminars. At the discretion of the Executive Director, an employee may be eligible for reimbursement of job-related courses outlined above that relate to the current career path of that employee. The guidelines for this program are as follows:

1. Employees will be reimbursed 100% of tuition costs up to nine (9) quarter hours or six (6) semester hours per fiscal year. Applications will be considered only for full time employees who have completed their probationary period.

   Employees who receive training funds from the G.I. Bill or other scholarship programs are not eligible.

   Reimbursement is for tuition, costs of conference and seminar fees only and does not include books or other course materials or other fees such as parking.

2. A request for reimbursement must be submitted in writing prior to registration. If the employee does not attend or complete the course or, in the case of a graded course, receive a grade of C or better, the tuition will be repaid by the employee with payroll deduction. If the employee leaves employment within sixty (60) calendar days of course completion, tuition will be repaid by the employee either directly or through deduction of final paycheck.

3. Attendance must be during other than working hours unless the sequences is not available during these hours. If classes are taken during normal working hours, the absences shall be made up hour by hour with the supervisor's authorization.

ARTICLE 19 – MISCELLANEOUS

1. Uniforms.

The Housing Authority will provide three (3) uniforms [defined as (3) shirts embroidered with Housing authority insignia, (3) work pants, and (1) pair of all leather, slip and oil-resistant work boots], one (1) jacket and required personal protective equipment to every new maintenance employee. A $250.00 work clothing reimbursement allowance will be issued to each maintenance employee annually on July 1 thereafter. Maintenance employees will have sixty (60) days from this date to purchase replacement personal protective wear limited to work pants, work boots, or coveralls worn or damaged through the scope of their work. All employees will be responsible for keeping uniforms in fit condition. Any required protective equipment or safety equipment, i.e., rubber boots, overalls, hearing protection, safety glasses, helmets, etc., or replacement uniform shirts or jacket, or required addition of Housing Authority insignia and employee name to uniforms will be provided to the employee at no cost to the employee by the Housing Authority.

2. Change in Working Conditions.

Matters of employment relations including but not limited to: direct or indirect monetary benefits, hours, vacations, sick leave, grievance procedures and other conditions of employment shall be continued at not less than the level in effect at the time of the signing of this Agreement. The Housing Authority agrees to furnish the Association President copies of all changes in work rules and benefits and matters of employment relations. Any changes in existing employment relations shall first be negotiated with the Association.

3. Travel Pay and Mileage Reimbursement.

Employees will be granted travel pay and mileage reimbursement in accordance with the County's current Travel Policy.

4. Use of Authority-Owned Motor Vehicles.

Use of Authority-owned motor vehicles for other than official purposes shall be prohibited. The Executive Director shall determine whether the nature of an employee's duties require the use of an Authority-owned vehicle between the employee's residence and place of employment. Approval may be revoked at the discretion of the Executive Director, for cause, depending on the needs of the Authority.

5. Workload.

Workload expectations will be reasonable. No employee will be regularly expected to maintain a job assignment that cannot be reasonably performed in the time allowed for the job assigned.

6. Copies of the Collective Bargaining Agreement (CBA).

The collective bargaining agreement will be available on the County website. Employees may print a copy at work once per year.

7. Rules, Department Policies and Employment Policies and Practices.

The Association will have a chance to review and input on Employment Policies and Practices (EPPs) referenced in the Housing Authority contract prior to implementation. Employees shall comply with all existing work rules, department policy, County Policy and Personnel Ordinance which are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced. Any unresolved complaints as to the reasonableness of any new rules or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure. The County will comply with ORS 243.698 when the County seeks to change or create new policy or work rules.

8. Limited-Term Appointments.

Defined as an employee appointed to a position designated by mutual agreement between the Authority and the Association as a "limited term" position. Limited term appointments shall not exceed one consecutive three (3) year period in the same position. Limited term employees are covered by all provisions of this bargaining agreement except they shall have no rights to layoff and recall. The Authority will notify the Association at least fifteen (15) days prior to making any such appointment. If such notification is not given, the employee will not be considered on limited-term appointment.

A current employee may apply for a limited term position. If the employee is selected to fill such position the employee shall be entitled to return to their former position and classification when the term expires at an equivalent rate of pay or a step that causes the least reduction in pay within their previous salary grade. The position vacated by the employee shall be backfilled by a limited term position of equivalent time.

9. Personnel Files.

(a) A personnel file shall be maintained for every employee and shall contain complete information pertinent to the employee's employment, including dates of employment.

(b) Employees shall have access to their individual personnel file. Upon receipt of an employee's written request to review their file, the Executive Director or designee will schedule an appointment for the viewing of the file. The Executive Director, the H3S Director and persons specifically directed by the H3S Director shall be the only persons authorized to view any personnel file other than their own.

(c) Letters of recommendation for persons seeking employment at the Housing Authority will be destroyed as soon as the position is filled. The subject of such letters will not be allowed to view them.

(d) An employee shall be furnished a copy of any statement written for inclusion in the employee's personnel file concerning the employee's conduct or work performance.

(e) An employee shall have an opportunity to submit a written statement in opposition to any materials placed in the employee's personnel file by the Housing Authority. This shall be done by sending such comment to the Executive Director with a copy to the employee's supervisor, and a copy to the employee's personnel file.

10. Electronic Mail.

(a) Association representatives (those persons holding positions as officers within the Association) may use the County email system to communicate concerning collective bargaining matters.

(b) "Collective bargaining matters" means any of the following:

- Official Association announcements to the Association membership (such as meeting subjects, dates and times);
- The meaning, interpretation or application of this Agreement;
- The presentation and adjustment of grievances under Article 11 of this Agreement;
- Matters directly related to the collective bargaining relationship between the County and the Association.

(c) Association members may use the County email system to contact Association representatives regarding collective bargaining matters, including any of the following purposes:

- To arrange a date, time and location for a meeting concerning the meaning, interpretation or application of this Agreement;
- To ask a question regarding meaning, interpretation, or application of this Agreement;
- To present a grievance regarding the meaning, interpretation or application of this Agreement;
- To request Association representation in matters concerning the meaning, application or interpretation of this Agreement.

(d) In addition to collective bargaining matters, Association representatives are permitted to use County email system to communicate with bargaining-unit members regarding matters involving the governance or business of the Association.

(e) It is understood that there is no expectation of confidentiality or privacy concerning communications sent over the County email system, and that the County reserves the right to access and disclose all messages sent over the County email system for any purpose.

(f) The County email system will not be used for political purposes at any time, and this limitation shall override any of the permissible uses of the email system listed above. "Political purposes" shall include matters related to support or opposition to candidates or measures in any election (County elections, union candidate elections, or otherwise).

11. Interview/Testing Time.

The Housing Authority supports advancement and new job opportunities for the employees and will allow three (3) hours on a calendar year basis for an employee to test or to attend job interviews for a different position in Clackamas County or the Housing Authority other than the position currently held by the employee.

12. Over/Under Payments.

Any employee receiving unauthorized payments has the obligation to call such error to the attention of their supervisor.

A. Underpayments.

When an error occurs resulting in a negative impact on the employee, upon notification by the employee, in writing to the Payroll Supervisor, and verification by the payroll division, payment in correction of the error shall be made in the employee's paycheck for the current pay period.

B. Payments in Error.

When an employee receives payments due to a clerical, technical, or computer error, through no fault of the employee and where the employee did not and could not reasonably have known that the error occurred, the employee will only be liable for, and the Authority/County shall only recover, the overpayment for a period of one-hundred and eighty (180) calendar days preceding the date of discovery of the error. If the discovery of the error is made by the employee who notifies the Payroll Supervisor in writing within ten (10) working days of discovery of the error that they believe their pay is incorrect and the Authority/County does not subsequently make a correction to stop the overpayment by the next payroll period after notification, the employee will not be liable for additional overpayments that occur following the date of notification.

C. Repayment to the County.

As soon as the overpayment is known, the Authority/County will make every effort to recover overpayments by payroll deduction over a reasonable period of time.

1. The County Payroll Supervisor shall notify the employee in writing of the overpayment which will include information supporting that an overpayment exists, and the amount of wages and/or benefits to be repaid. For purposes of recovering the overpayments by payroll deduction, the following shall apply:
2. The employee and the Authority/County shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following the written notification.
3. If there is not mutual agreement at the end of thirty (30) calendar days, the Authority/County shall implement the repayment schedule stated in subsection (7) below.
4. If the overpayment amount to be repaid is more than twenty-five ($25) dollars, the overpayment shall be recovered in amounts not to exceed twenty-five ($25) dollars

per payroll period. If an overpayment is less than twenty-five ($25) dollars, the overpayment shall be recovered in a lump sum deduction from the employee's paycheck.

5. An employee who has a factual disagreement with the Authority/County's determination that the overpayment has been made to the employee may grieve the determination through the grievance procedure.
6. This article/section does not waive the Authority/County's right to pursue other legal procedures and processes to recoup an overpayment made to former employees.
7. Employees can elect to either establish a payment plan through payroll deductions as described under Article 19, Section 12(C)(4) above or may elect to pay overpayment in one lump sum. In the event the employee chooses to make a lump sum payment to the Authority/County, the Authority/County will adjust the amount owed for any tax paid, and will reduce the amount of employees' wages for the year on the employee's W-2 form by the amount repaid.

13. Video Cameras and GPS Data.

A. Video camera recordings and/or GPS data may be accessed, reviewed and preserved ~~as~~ by the County for business reasons. Video recordings and GPS data will not be used for yearly performance evaluations, unless disciplinary action has been imposed from evidence derived from a specific video recording and/or GPS data. In the event the County elects to review video and/or GPS data as part of an investigation, the County shall notify the Association and provide the Association with an opportunity to view the video and/or GPS data.

B. In the event information revealed on video camera and/or GPS data raises concerns regarding employee conduct, the County will retain the video recording and/or GPS data and agrees to provide a copy of the video recording and/or GPS data to the Association and the employee in advance of any pre-disciplinary meetings.

ARTICLE 20 – TRANSFERS

The lateral transfer or voluntary demotion of an employee to a different position in the same classification may occur either within the same department (intradepartmental) or to another department under a different appointing authority (interdepartmental).

1. Interdepartmental Transfers.

Any Clackamas County Employees' Association member that laterally transfers or demotes into a regular position in the Housing Authority shall retain full credit for service in the County in accordance with the Personnel Ordinance. Lateral interdepartmental transfers require the written approval of the appointing authorities and the Director of Human Resources or their designee. Employees wishing to voluntarily laterally transfer either within their department or to another department must submit a transfer request form in writing to Human Resources to be placed on a transfer list. Employees may be placed on a transfer list for a classification in which they are an incumbent.

2. Intradepartmental Transfers.

An intradepartmental transfer may be either voluntary or involuntary. An appointing authority may laterally transfer employees within their department without the employee's consent, but must give the employees ten (10) working days' notice of this action.

3. Voluntary Demotion.

Voluntary demotions require the written approval of the appointing authorities and the Department of Human Resources. Employees wishing to voluntarily demote either within their department or to another department must request in writing to the Director of Human Resources or their designee to be placed on a voluntary demotion list for a lower level position within the same classification series or a lower level classification previously held.

ARTICLE 21 – PERFORMANCE EVALUATION

At least once a year, the Executive Director or designee(s) shall review and rate the work performance of each employee using established performance evaluation forms as a basis for the rating. The Human Resources Director or designee(s) shall receive a copy of the evaluation, which shall be jointly completed by the employee and the employee's immediate supervisor.

The parties agree that performance evaluation is not a disciplinary process. Therefore, the administration of discipline for performance related issues shall not occur during a performance evaluation meeting. However, any delay or denial of a merit increase is not discipline.

Performance evaluations become a part of the employee's work history and are kept in the official employee personnel file maintained by Human Resources. If substantial disagreement exists between the employee and the supervisor's evaluation of the employee's work performance, the employee, within 30 calendar days from the date the employee received the performance evaluation, may submit a statement in writing to the Executive Director stating the reasons for the disagreement in as specific detail as possible. A copy of the statement by the employee must be filed with the Human Resources Department. When signing the evaluation form, the employee may add "in disagreement" next to the employee's signature.

It is the responsibility of the Executive Director to ensure that the supervisors administer performance evaluations to all of their immediate subordinates within two (2) months of each employee's anniversary date.

ARTICLE 22 - SAVINGS CLAUSE

Should any article, section, or portion thereof, of this agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the Court shall apply only to the specific article, section or portion thereof, directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section or portion thereof.

ARTICLE 23 - TERMINATION

This Agreement shall become effective July 1, 2027, or upon execution, whichever occurs later, except as otherwise agreed and shall remain in full force and effect through June 30, 2029, or the date of a subsequent agreement, whichever last occurs. This agreement shall be automatically renewed on July 1, 2029, and each year thereafter unless either party shall notify the other in writing no later than January 1, 2029, that it desires to either terminate or modify this agreement. In the event that notification of termination is given, it shall become effective thirty (30) days after the date the notice is received.

This Agreement may be amended at any time by mutual agreement of the Association and the Authority. Such amendments shall be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hand

this _____ day of November, 2026.

FOR THE ASSOCIATION:	FOR THE AUTHORITY:
Graham Hill, CCEA President	Chair, Board of Commissioners for the Housing Authority of Clackamas County
Liane Kinnie, CCEA Vice-President	Recording Secretary
	Adam Collier, Clackamas County Chief Negotiator

Addendum 1

While the County is on the Four Day Work Week the terms of the October 2008 Four Day Work Week MOU shall remain in effect.

~~2024-2027~~2027-2029

AGREEMENT

between



and

CLACKAMAS COUNTY EMPLOYEES' ASSOCIATION

Table of Contents

PREAMBLE **5**

ARTICLE 1 - RECOGNITION **5**

ARTICLE 2 - PRESERVATION OF PUBLIC RIGHTS **5**

ARTICLE 3 – MERIT SYSTEM. **6**

1. Probationary Period. 6
2. Merit Raises. 7
3. Promotions. 7
4. Exceptional Increase. 7

ARTICLE 4 - HOURS OF WORK **7**

1. Regular Hours. 7
2. Work Week. 7
3. Rest Periods. 9
4. On-Call Duty/Maintenance. 9
5. Regular Duties Outside Normal Workday/Weeks. 10
6. Outside Employment. 10
7. Training Hours. 10
8. Employee Reporting Expectations. 10
9. Essential Employee Designation and Disclosure. 11
10. Hybrid and Remote Work. 11

ARTICLE 5 – HOLIDAYS **12**

1. Holidays. 12
2. Holidays for Employees Working a Four-Day Work Week. 13
3. Holidays for Employees Working a Five-Day Work Week. 13
4. Holiday During Leave. 13
5. Holiday Work. 13
6. Less than Full Time Employees Holiday. 13

ARTICLE 6 - SICK LEAVE **14**

1. Accrual. 14
2. Conversion to Retirement Benefit. 14
3. Vacation Option. 14
4. Hours Charged. 14
5. Less than Full Time Employees. 14

ARTICLE 7 - VACATION LEAVE **15**

1. Accrual. 15
2. Vacation Times. 16
3. Termination or Death. 17
4. Hours Charged. 17
5. Less Than Full Time Employees. 17

ARTICLE 8 - OTHER LEAVES. **17**

1. Leave of Absence. 17
2. Jury Duty. 17

3. Educational Leave. 18
4. Major Emergencies, Disasters or Inclement Weather. 18
5. Military Leave. 18
6. Parental Leave. 18
7. Maternity Leave. 18
8. Bereavement Leave. 18
9. Family/Medical Leave. 19
10. Immediate Family Defined. 19

ARTICLE 9 - HEALTH AND WELFARE 19

1. Medical Coverage. 19
2. Benefits. 20
3. Life Insurance. 20
4. Dental Insurance. 20
5. Disability Income Insurance. 20
6. Reinstatement from Medical Layoff. 21
7. Workers' Compensation. 21
8. Less than Full-Time Employees. 22
9. Insurance After Termination. 22
10. Benefit Waiting Period. 22
11. Benefits Review Committee. 22
12. Plan Changes Required by Law or Insurance Carrier. 23
13. Health Reimbursement Account. 23
14. Deferred Compensation Plan. 24

ARTICLE 10 – WAGES 24

1. Wages and Classification Schedule. 24
2. Overtime. 25
3. Longevity. 26
4. Bilingual Skills Pay. 26
5. Retirement Contributions. 27
6. U.S. Department of Housing and Urban Development (HUD) 27

ARTICLE 11 - SETTLEMENT OF DISPUTES 27

1. Grievance and Arbitration Procedure. 27

ARTICLE 12 - DISCIPLINE AND DISCHARGE 29

ARTICLE 13 - UNION DUES 30

ARTICLE 14 - ASSOCIATION RIGHTS 31

1. Association Representatives. 31
2. Release Time. 31
3. Access to Workers. 32
4. New Employee Orientation. 32
5. Association Negotiators. 32
6. No Discrimination. 32
7. Association Business on Authority Paid Time. 33
8. Employees Time. 34

ARTICLE 15 - LAYOFF AND RECALL 35

1. Reason for Layoff / Layoff Order. 35
2. Notice of Layoff and Bumping Options. 35
3. Layoff and Bumping Process. 35
4. Qualifications Review Committee. 37
5. Layoff Status. 37
6. Seniority. 38

ARTICLE 16 – RECLASSIFICATION 38

1. Request for Reclassification. 39
2. Classification/Compensation Review Panel. 39

ARTICLE 17 - HEALTH AND SAFETY 40

ARTICLE 18 - STAFF DEVELOPMENT 40

ARTICLE 19 – MISCELLANEOUS 41

1. Uniforms. 41
2. Change in Working Conditions. 41
3. Travel Pay and Mileage Reimbursement. 41
4. Use of Authority-Owned Motor Vehicles. 41
5. Workload. 42
6. Copies of the Collective Bargaining Agreement (CBA). 42
7. Rules, Department Policies and Employment Policies and Practices. 42
8. Limited-Term Appointments. 42
9. Personnel Files. 42
10. Electronic Mail. 43
11. Interview/Testing Time. 44
12. Over/Under Payments. 44
13. Video Cameras and GPS Data. 45

ARTICLE 20 – TRANSFERS 45

1. Interdepartmental Transfers. 46
2. Intradepartmental Transfers. 46
3. Voluntary Demotion. 46

ARTICLE 21 – PERFORMANCE EVALUATION 46

ARTICLE 22 - SAVINGS CLAUSE 47

ARTICLE 23 - TERMINATION 47

ADDENDUM 1 49

A G R E E M E N T

between

THE HOUSING AUTHORITY OF THE COUNTY OF CLACKAMAS

and

CLACKAMAS COUNTY EMPLOYEES' ASSOCIATION

PREAMBLE

This agreement is entered into by the Housing Authority of the County of Clackamas, Oregon, hereinafter referred to as the Authority or County, and the Employees' Association of Clackamas County, hereinafter referred to as the Association.

The parties agree as follows:

ARTICLE 1 - RECOGNITION

The Authority recognizes the Association as the exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all employees except temporary employees (those hired for a period not to exceed 1502.5 hours for employees in positions normally worked 37.5 hours per week on a full time equivalent or 1600 for employees in positions normally worked 40 hours per week on a full time equivalent in a twelve month period based on the County's Affordable Care Act (ACA) look back period of November 1 through October 31 and every twelve months thereafter, part-time employees (regularly working a schedule of less than 18.75 hours a week for 37.5-hour schedules and 19.75 hours a week for 40-hour schedules), department heads, employees who are covered by other collective bargaining agreements, and employees who because of their supervisory or confidential status do not have statutory bargaining rights. Confidential and supervisory positions which no longer perform statutory duties that exempt the position from the bargaining unit shall be covered by the terms and conditions of this agreement effective upon the termination of such duties.

The Authority and the Association further agree to recognize the Association as the bargaining agent for employees not now covered by this agreement or any other agreements upon a showing of interest of fifty percent (50%) plus one of the affected group of employees, provided, however, this does not include temporary employees hired through an agency, craft employees hired for six (6) month's or less or resident manager positions in the Housing Authority.

ARTICLE 2 - PRESERVATION OF PUBLIC RIGHTS

The Association recognizes that an area of responsibility must be reserved to the Authority if the Authority management is to effectively serve the public. Therefore, the Authority shall have the

full and complete right to manage and direct its business and it is recognized that the following responsibilities of management are exclusively functions to be exercised by the Authority and are not subject to negotiations insofar as this right does not affect the meaning, interpretation or application of any other terms of this Agreement:

1. The determination of the services to be rendered to the citizens of the County.

2. The determination of the Authority's financial, budgetary and accounting procedures.

3. 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 right to hire, promote, transfer within the same pay range and retain employees; the right to discipline or discharge for proper cause; the right to lay off for lack of funds; the right to establish or abolish positions or reorganize the departments or division; the right to determine schedules of work; the right to contract or subcontract any work, provided, however, that prior to entering into a contract or subcontract for service which would directly eliminate more than one full-time bargaining unit position, the Association will be given, in writing, at least sixty (60) days' notice. The Association will be afforded, at their request, an opportunity to meet and receive relevant information, an opportunity to present its position to the Housing Authority Board of Directors prior to Board action related to such contracting or subcontracting and the right to bargain the impact, not the decision. However, in a reorganization, an expenditure reduction of less than ten percent (10%) would not be considered "contracting out". However, the Board of Housing Authority Commissioners retains full authority to let contracts as they believe to be appropriate. The Authority, in exercise of the above mentioned functions, will not discriminate against any employee because of his membership in the Association.

4. The right to implement health and safety rules which affect the clients and employees.

5. The parties recognize that change is ongoing, rapid and accelerating and that employee involvement in formulating proposals often leads to improved decision-making. The Association agrees to allow management to ask/assign its members to various task forces, work groups or committees. Recommendations that affect working conditions are subject to all the requirements of the Public Employee Collective Bargaining Act ("PECBA").

ARTICLE 3 – MERIT SYSTEM

1. Probationary Period.

All employees covered by this Agreement shall serve a probationary period of one (1) year.

During the probationary period, an employee may be dismissed for any reason deemed appropriate by the Executive Director, or designee, without right of appeal. Notification of such dismissal, in writing, shall be served on the probationary employee and a copy filed in the personnel file. An employee serving a probationary period after a promotion may be returned to the employee's former position if the Executive Director, or designee, feels the employee is

incapable of or unsuitable for, fulfilling the new duties after a reasonable period of time and the position is still vacant. If the employee's former position is no longer vacant, the employee will be laid off from Authority employment and provided recall to their former classification subject to Article 15, subsection 6.

2. Merit Raises.

(a) Employees who have successfully completed a full six (6) months of employment and receive a satisfactory or better performance evaluation shall receive an increase of three and one-half percent (3.5%), on the first day of the month following the end of the full six-month employment period. Subsequent merit increases shall be granted yearly thereafter until the employee has reached the top of the salary range, unless the employee receives an unsatisfactory work performance evaluation.

(b) Salary grades will identify a pay range to include a minimum pay rate, midpoint pay rate, and a maximum pay rate.

3. Promotions.

It is the policy of the Housing Authority to provide promotional opportunities whenever possible to qualified personnel of the Housing Authority. The hiring and promotion of personnel shall be based on knowledge, skills and abilities.

4. Exceptional Increase.

The Authority may request an exceptional increase for an employee when:

(a) The employee's performance is outstanding in relation to other employees in the same department.
(b) The employee's outstanding performance is documented according to an approved appraisal program.
(c) Funds for such "special" increases are budgeted.
(d) At least six (6) months have passed since the last increase or promotion.

ARTICLE 4 - HOURS OF WORK

1. Regular Hours.

The regular hours of work each day shall be consecutive except for interruptions for the lunch period, and as may be required for emergencies.

2. Work Week.

Each employee will have consistent regular or alternative work schedule defined in the timekeeping system. Employees shall have two (2) consecutive, regularly scheduled days off during each seven-day work period except during shift rotations.

Employees are expected to accurately record their actual hours worked on their timesheets and comply with department and county requirements for submitting timesheets and receive prior approval before working outside their normal schedule.

Regular Schedule:

Consists of five (5) consecutive seven and one-half (7.5)-hour days or five (5) consecutive eight (8) hour days, four (4) consecutive ten (10) hour days, or three (3) consecutive 9.5 hour days plus one (1) nine (9) hour day.

Paid Holiday Value: 7.5, 8, 9.5, or 10
Daily OT Threshold: 7.5, 8 [for a five (5) day work week], 9.5, or 10 [for a four (4) day work week]

Alternative Schedule:

The Authority and the Association recognize that in order to adequately serve the public or to meet employee personal needs, the employee and supervisor may agree in writing to an alternative schedule, provided that: the agreed upon schedule is consistent with the needs of the Authority; the schedule does not establish a work day that is less than four (4) hours nor more than (10) hours; the schedule has start and end times beginning on the hour or in fifteen (15) minute increments thereafter; and the schedule does not establish a work week in excess of forty (40) hours and be in place thirty (30) days or more. Nothing in this Article shall be construed to supersede the right of management to determine schedules as provided in Article 2.

Paid Holiday Value:
If you work:
5 days, 37.5 hours a week, holiday is equal to 7.5 hours
5 days, 40 hours a week, holiday is equal to 8 hours
4 days, 37.5 hours a week, holiday is equal to 9.5 hours
4 days, 40 hours a week, holiday is equal to 10 hours

Weekly OT Threshold:
If you work:
5 days, 37.5 hours a week, overtime is paid after 37.5 hours in a work week
5 days, 40 hours a week, overtime is paid after 40 hours in a work week
4 days, 37.5 hours a week, overtime is paid after 37.5 hours in a work week
4 days, 40 hours a week, overtime is paid after 40 hours in a work week

Flexible Schedule:

Supervisors may request employees to flex their daily work schedule within the same work week to meet immediate workload demands and business need. Employees may also request to flex their daily work hours within the same work week for personal reasons. Employees must receive management approval prior to flexing their work schedule. Such approval is at the County's discretion but shall not be unreasonably denied. Flexible schedule changes could be more or less than the minimum or maximum hours discussed in the regular or alternative schedules above. These changes in schedule should be considered occasional and sporadic to meet an immediate and short term need and shall not last more than ten (10) consecutive work days. It is understood

that such schedules will not create an overtime liability for the County unless previously authorized in advance by the supervisor.

As this change to the work schedule is temporary, the value of a paid holiday and the OT Threshold will be the same as the employee's base regular or alternative schedule as set in the time keeping system.

3. Rest Periods.

All employees' work schedules shall provide for a rest period of fifteen (15) minutes during the midpoint of each one-half (1/2) of the work shift. A minimum of one-half (1/2) hour or a maximum of one (1) hour lunch break shall be taken at the approximate mid-point of the shift.

Working through the lunch period requires prior approval from a supervisor. If an employee works through the lunch period, such time shall be paid at their regular rate of pay unless its meets the requirement of overtime as set forth in Article 4 (2) and Article 10 (2).

4. On-Call Duty/Maintenance.

(a) The parties agree to the following on-call duty requirements for maintenance employees:

1. The use of an answering service to receive and screen all after-hours calls for service.
2. There shall be a maintained labor pool of a minimum of three (3) employees for on-call purposes. Such pool shall be voluntary and employees will not receive any compensation for volunteering to be in the labor pool.
3. When an employee is called out to perform duties after work hours, the employee shall receive a minimum of two hours' pay at time and one-half. When a Maintenance Assistant is performing Maintenance Specialist or higher work during a call out, the employee will be paid at the classification level for the work that is being performed.

In the event that an employee receives a call which the employee takes responsibility to handle for the Authority which does not result in a call-out, the employee will receive one hour straight time pay for such calls. 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 stipend.

In the event that an employee receives a call that does result in a call-out, the two-hour provision would apply, and the one-hour provision above would not apply.

If there is a change in call status during the call, the appropriate one or two-hour provision would apply, and the time spent dealing with the call(s) would be included in the total time calculation.

In the event the employee receives a non call-out call and then, within the hour, receives a separate unrelated call which results in a call-out, the employee would then be entitled to a one-hour stipend for the non call-out call plus a two hour stipend for the call-out.

(b) Should the on-call maintenance labor pool arrangement from section 4(a) fail to provide adequate customer service from the Maintenance Pool within twelve (12) hours of the emergency call, the Asset Manager, at their discretion, may activate the following procedure:

1. A Maintenance Pool consisting of all qualified personnel will be formed.
2. The roster will indicate which employee is responsible for each week of the year.
3. Rostered personnel shall not perform on-call more than one week in a row.
4. The maintenance pool is to update this plan on a quarterly basis (minimum).
5. The assigned employee on-call shall receive three (3) hours straight time for time spent on-call during the week and three (3) hours straight timed for time spent on-call during the weekend.
6. Time and one-half will be paid for any service calls performed after their scheduled shift.
7. Employees called to work before or after normal work hours and which requires the employee to travel to and from work in addition to their normal daily travel, will be paid for such travel time as hours worked. Employees called out to work will also receive mileage reimbursement at the current Authority reimbursement rate for travel from the employee's home to work and return to home.

5. Regular Duties Outside Normal Workday/Weeks.

If an employee's job description specifically or implicitly requires attendance at activities evening or weekends, such attendance shall be deemed normal working hours. Such flexible scheduling shall be done by the employee with supervisory approval. To accomplish this, hours in excess of seven and one-half (7.5) per workday may be approved. The work week will start Saturday at 12:01 a.m. and will cease Friday at midnight. Employees working such hours will have a written agreement with their supervisor regarding the need for such flexible scheduling.

6. Outside Employment.

An employee may not engage in any outside employment which presents a conflict of interest with the business of the Housing Authority. Additionally, no outside employment can be conducted while on paid work time, including, but not limited to, receiving or returning phone calls or emails on personal devices or Authority-owned equipment. "Outside employment" means any activity that constitutes a payment or trade for goods or services provided or received by an employee.

7. Training Hours.

If an employee has elected to attend a training session or conference and has received approval from the supervisor, only the work hours normally scheduled will be compensated. Overtime will not accrue. Training required by the supervisor will be eligible for overtime compensation, including travel time. If the employee can return to work with two (2) hours or more remaining, the employee is required to report to duty.

8. Employee Reporting Expectations.

During a disaster it is important for the Authority to know employees are safe, and to assist with any needs they have. It is also critical to resume vital county services to residents. The Authority anticipates needing every available employee to effectively respond to the impact of a declared major emergency or disaster, whether it strikes during normal work hours, at night, on a weekend or a holiday. In a major emergency or disaster, employees should be prepared to report for work

at any time and can expect to work non-regular extended hours under challenging conditions. Employees may be asked to temporarily perform work that is not normally in their regular classification; provided however employees will not be required to perform work that they believe is outside their area of experience, beyond their capabilities or that they consider unsafe.

If the major emergency or disaster occurs during non-work hours, employees are expected to ensure the safety and welfare of their families. If the employees are available for work, they should make every effort to contact their supervisor for reporting instructions or follow their Department internal communication plan for a major emergency or disaster. Employees can also check the Employee Hotline at 503.655.8468. If unable to establish contact with a department representative, employees should make reasonable effort to report to the Public Service Building (PSB) or other reporting station as identified on the Employee Hotline as soon as practical.

If the major emergency or disaster occurs during work hours, employees are expected to remain on the job unless specifically released by their supervisor. The Authority will assist the employee, if requested, in checking on the status of immediate family members of on-duty-employees and report that status to the employee.

Employees will be compensated for hours worked as provided in Article 10 Wages, and in addition will also be paid for all hours worked on emergency/disaster.

9. Essential Employee Designation and Disclosure.

Current employees shall be designated as essential by October 31st of each year. Newly hired employees may be designated within thirty (30) days of their hire. The employee shall be informed of the designation at the time it is made. The disclosure to the employee can be made by email, letter, or other written communication. In the event of a closure, an essential employee shall check with their supervisor (or designee) to confirm that they need to report to work.

10. Hybrid and Remote Work.

Employees may request to work remotely consistent with the County's Telework policy. Telework agreements may be modified or revoked by a supervisor if the employee's performance is not meeting expectations.

Employees who are scheduled to work remotely and who are required to report in-person on a scheduled telework day may request to modify their schedule so that they can telework on a different day that workweek, so long as it does not disrupt the employees' ability to perform their job duties and they receive advance approval from their supervisor.

If an employee works a hybrid schedule, the County will ensure that on the days the employee is to report to the office the employee shall be provided with adequate workspace.

Employees who do not have equipment to perform telework shall not be expected to telework by their supervisor.

ARTICLE 5 – HOLIDAYS

1. Holidays.

The following days shall be recognized and observed as paid holidays:

New Year's Day (January 1st)
Martin Luther King's Birthday (Third Monday in January)
President's Day (Third Monday in February)
Memorial Day (Last Monday in May)
Juneteenth (June 19th)
Independence Day (July 4th)
Labor Day (First Monday in September)
Veterans' Day (November 11th)
Thanksgiving Day (Fourth Thursday in November)
Christmas Day (December 25th)

Every additional day designated by the Board of Housing Authority Commissioners as a holiday is also a holiday under this agreement.

The holiday shall be the day recognized by the Board as the holiday and shall be from Midnight to Midnight on that day.

One floating holiday of 10 hours (prorated for FTE status) shall be granted to each employee each calendar year and may be used in less than full hour increments. Any floating holiday, or portion thereof, that is not used by the end of the calendar year will be converted to vacation hours provided the additional hours do not extend beyond the employee's vacation limitation. Upon termination of an employee for any reason, or in the event of the death of an employee, any floating holiday, or portion thereof, that is not used shall be paid either to the employee or their heirs, whichever the case may be. New employees, who qualify for paid holidays, are eligible for a floating holiday after ninety (90) calendar days of employment. Unbroken service in the same position for the County immediately before the employee receives regular status shall count toward the ninety (90) day requirement. The floating holiday shall be scheduled in the same manner as paid vacation leave.

To receive pay for a holiday, the employee must be in a paid status, defined as regular wages or County accrued leave, on the last working day immediately preceding the holiday and the next working day immediately following the holiday. Holidays occurring during a leave without pay shall not be compensated. The floating holiday shall be scheduled in the same manner as paid vacation.

While on the Four Day Work Week, all employees shall receive ten (10) hours of holiday pay for the floating holiday.

For employees on the four (4) day work week, whenever the holiday falls on a Friday or Saturday, the preceding Thursday shall be observed as a holiday. If the holiday falls on a Sunday, the following Monday shall be observed as a holiday.

Holidays will be paid as follows for regular and alternative schedules;

1) Employees on a 4 day 37.5 hour work week: 9.5 hours
2) Employees on a 5 day 40 hour work week: 8 hours
3) Employees on a 5 day 37.5 hour work week: 7.5 hours
4) Employees on a 4 day 40 hour work week: 10 hours

Holiday pay while working a flexible schedule shall be paid as determined by the employee's regular base work week schedule.

If a holiday falls on a flex work day that is shorter than the holiday, the employee must make up the time with vacation, compensatory time or work the hours in the same week as the holiday.

If the holiday falls on a flex work day that is longer than the holiday, the employee shall work with the supervisors to flex their schedule within the same work week to avoid overtime.

2. Holidays for Employees Working a Four-Day Work Week.

For employees in non-continuous operations, whenever a holiday falls on the first and second of the three (3) days not included in the employee's regularly scheduled work week, the preceding day in their regular work week shall be observed as the holiday. Whenever a holiday falls on the third of the three (3) days not included in the employee's regularly scheduled work week, the following day in the employee's regular work week shall be observed as a holiday.

3. Holidays for Employees Working a Five-Day Work Week.

If any such holidays fall on Sunday, the succeeding Monday shall be deemed to be the holiday that year. Whenever the holiday shall fall on a Saturday, the preceding Friday shall be the holiday for that year.

4. Holiday During Leave.

Should an employee be on approved sick or vacation leave when a holiday occurs, no sick or vacation hours will be charged for that day.

5. Holiday Work.

If an employee works on any of the holidays listed above, as approved by the supervisor, the employee shall, in addition to their holiday pay, be paid for all hours worked at the rate of time and one-half (1.5) their regular rate of pay. The employee may have the option, with the approval of their supervisor, of accruing compensatory leave in lieu of the holiday pay, but shall still be paid at the rate of time and one-half (1.5) their regular rate of pay for all hours worked.

6. Less than Full Time Employees Holiday.

Regular status part-time employees working half-time (18.75 or 20 hours per week) or greater will be paid for holidays on a prorated basis in the month in which the holiday occurs without regard to the work schedule.

ARTICLE 6 - SICK LEAVE

1. Accrual.

Each employee shall accrue unlimited sick leave at the rate of eight (8) hours (prorated for FTE status) for each month worked, to be used in the event of illness or illness of another person in the immediate family (as defined in Article 8, Section (10)).

Absences due to sickness in excess of three (3) consecutive days must be verified by a healthcare provider's certificate at the request of the Authority. Appropriate documentation may be required for absence of less than three (3) days if the Authority has reasonable documented suspicion that misuse or abuse of sick leave exists. Reasonable documented suspicion may include, but is not limited to, a pattern of absences or a report that an employee engaged in activities not related to the appropriate use of sick leave. Employees shall make a reasonable effort to schedule doctor's appointments occurring during their work shift at times that will minimize their time away from the office.

Employees in a paid status, defined as regular wages or County accrued leave, for any month as outlined below will accrue sick leave for the next month, on the first of that month:

1) 88 hours (prorated for FTE status) for a work day of 8 hours or more in a 40 hour work week; or

2) 82.5 hours (prorated for FTE status) for a work day of 7.5 hours or more in a 37.5 hour work week.

2. Conversion to Retirement Benefit.

Pursuant to ORS 237.350, the Authority shall report all allowable sick leave hours to PERS upon separation from Housing Authority employment.

3. Vacation Option.

Employees who are absent on sick leave for a period in excess of their accrued sick leave shall use accrued vacation leave to cover such time off. At the option of the employee on approved FMLA/OFLA/PFML, forty (40) hours of vacation may be retained prior to being placed on leave without pay.

Vacation or other paid leaves will not be periodically substituted as a means to continue eligibility for employer paid benefit coverage.

4. Hours Charged.

Employees shall be charged for sick leave in an amount equal to the time they are absent from work.

5. Less than Full Time Employees.

Regular status, part-time employees working half-time (18.75 or 20 hours per week) or greater will accrue sick leave on a prorated basis.

ARTICLE 7 - VACATION LEAVE

1. Accrual.

A. Vacation Option – New Hires

New employees upon initial hire will have the one-time option to choose to either have their first years' worth of vacation leave frontloaded into their vacation leave bank in accordance with County Employment Policy and Practice (EPP) #66 – Vacation Leave or accrue vacation on a period basis in accordance with subsection C below.

Employees who choose the frontload option for the first year of employment will start accruing vacation leave effective the first day of their second year of employment in accordance with subsection C(1) below.

New employees who choose the frontload vacation option for their first year of employment and leave County employment, for any reason, prior to the end of the first year will only receive a vacation payout equivalent to the amount they would have actually accrued during their time of employment, minus any hours used. In the event the employee has used more paid time than would have been accrued during their first year of employment, the employee will have the equivalent cost of hours owed deducted from their final paycheck. In the event the employee's final paycheck does not cover the amount of frontloaded vacation time taken prior to separation, the County will attempt to recover the difference as described in Article 19, Section 12(C).

Should a new hire not make a selection, they will be defaulted into the normal accrual system outlined in subsection C below.

B. Employees hired prior to January 1, 2001 who have elected not to participate in the Vacation Sell-Back Program shall accrue vacation as provided in the following manner:

Employees having served in the Authority's regular status service for six (6) consecutive full-calendar months shall be credited with fifty-two and two tenths (52.2) hours of vacation leave, and thereafter, vacation leave shall be accrued in accordance with the following:

a) Less than five (5) years of regular service, 104.4 hours per year, accrued at the rate of 8.7 hours per month. Vacation leave not to accumulate beyond 250 hours.

b) Five (5) to ten (10) years, but less than ten (10) years of regular service, 128.4 hours per year, accrued at the rate of 10.7 hours per month. Vacation leave not to accumulate beyond 250 hours.

c) Ten (10) years to fifteen (15) years, but less than fifteen (15) years of regular service, 152.4 hours per year, accrued at the rate of 12.7 hours per month. Vacation leave not to accumulate beyond 250 hours.

d) Fifteen (15) to twenty (20) years, but less than twenty (20) years of regular service, 176.4 hours per year, accrued at the rate of 14.7 hours per month. Vacation leave not to accumulate beyond 250 hours.

e) After twenty (20) years of regular service, 200.4 hours per year, accrued at the rate of 16.7 hours per month. Vacation leave not to accumulate beyond 250 hours.

Continuous service for the purpose of determining eligibility for accelerated vacation accrual rates shall be service unbroken by separation from the County employment that results in a new date of hire.

C. All employees hired on or after January 1, 2001, or employees hired prior to January 1, 2001 who have elected to enroll in the Vacation Sell Back program accrue vacation in the following manner:

1. Employees having served in the County service one (1) full-calendar month, shall be credited with twelve (12) hours of vacation leave, and thereafter, vacation leave shall be accrued at the rate of twelve (12) hours vacation leave per month regardless of years of service. Vacation leave not to accumulate beyond 250 hours.

2. Employees who have used at least forty (40) hours of vacation time in a calendar year may elect to sell back up to sixty (60) hours vacation during that same calendar year. To receive compensation in lieu of time off, the employee must submit a completed Request to Sell Vacation form to Payroll no later than December 31st of that calendar year.

3. Employees hired prior to January 1, 2001 may make a one-time election to enroll in the vacation sell back program by submitting a written request to Payroll no later than February 1, 2001. Once enrolled in this program, an employee may not return to the employee's previous accrual schedule.

D. Employees in a paid status, defined as regular wages or County accrued leave, for any month as outlined below will accrue vacation leave for the next month, on the first of that month:

1. 88 hours (prorated for FTE status) for a work day of 8 hours or more in a 40 hour work week; or

2. 82.5 hours (prorated for FTE status) for a work day of 7.5 hours or more in a 37.5 hour work week.

2. Vacation Times.

Employees shall be permitted to choose either a split or entire vacation. Whenever possible, consistent with the needs of the Authority and any requirement for vacation relief, employees shall have the right to determine vacation times provided the employee gives reasonable notice of their vacation requests.

Vacation requests submitted more than ninety (90) days in advance will be posted by the requesting employee in a place designated by the department for ten (10) calendar days before

they are approved. Other employees may submit requests for vacation during that same time frame during the ten (10) day posting period. In the event of more requests than the Authority can allow, vacation time shall be approved on the basis of seniority provided the requests are made during the posting period. Otherwise, requests will be approved on the basis of time of receipt of the written request for time off first. All vacation must be approved by the supervisor with as much written notice as possible given.

Employees may be allowed to use vacation with short-term notice for the purpose of attending school functions of a child, with twenty-four (24) hours advance notice and approval of the employee's supervisor. In the event where twenty-four (24) hours advance notice is not practicable, such as an emergency, employees may be allowed to use vacation or floating holiday with approval of the employee's supervisor.

3. Termination or Death.

After six (6) months of regular status service, upon termination of an employee for any reason, or in the event of death of an employee, all accumulated vacation shall be paid to the employee or their heirs, whichever the case may be.

4. Hours Charged.

Each full day of vacation leave taken shall be equal to the work day of the employee. For partial day absences, employees shall be charged for vacation leave in an amount equal to the time they are absent from work.

5. Less Than Full Time Employees.

Part-time regular status employees working half-time (18.75 or 20 hours per week) or greater will accrue vacation leave on a prorated basis.

ARTICLE 8 - OTHER LEAVES

1. Leave of Absence.

Leaves of absence are covered by County Code and policy. No leave will be granted to an employee to accept employment in any other capacity. Credit toward longevity, salary increases, sick leave and vacation will not accrue during such leave except during any month when the employee is in paid status, defined as regular wages or County accrued leave, for eighty-eight (88) hours (prorated for FTE status) or more in any month. Benefits will not be paid by the County during such leave except when the employee is in paid status, defined as regular wages or County accrued leave, for eighty-eight (88) hours (prorated for FTE status) or more in any month.

2. Jury Duty.

Employees shall be granted leave of absence with full pay any time they are required to report for jury duty or jury service and unable to work their regularly scheduled hours, in lieu of jury fees. If an employee is excused or dismissed so as to reasonably be able to report to work with at least two (2) hours of work time left, the employee shall return to work. All jury duty and witness fees, other than mileage reimbursement, shall be surrendered to the Housing Authority.

Employees scheduled to work on shifts other than day shift shall be considered to be on day shift for the duration of jury duty.

3. Educational Leave.

After completing three (3) years of regular status service, an employee, upon request, may be granted a leave of absence without pay for educational purposes at an accredited school when it is related to their employment. The period of such leave of absence shall not exceed one (1) year, but it may be renewed or extended at the request of the employee when necessary.

Such a leave of absence will not be provided more than once in any three (3) year period. Seniority and credit toward longevity, salary increases, sick leave and vacation shall not accrue during such leave, nor will benefits be paid by the Authority, except during any month when the employee is in paid status for at least eleven working days.

4. Major Emergencies, Disasters or Inclement Weather.

When an employee is unable to report to work because of major emergencies, disasters, or inclement weather, and County shut down pay is not applicable, the employee will have the option of either making up the missed time within the same work week with the approval of the supervisor (provided there is no overtime obligation to the County), or using vacation, compensatory time, or leave without pay. See EPP 12 (Inclement Weather, Major Emergencies, and Disasters).

5. Military Leave.

Military leave will be granted in accordance with current Clackamas County Employment Policy and Practice No. 7.

6. Parental Leave.

Parental leave will be granted in accordance with current Clackamas County Employment Policy and Practice No. 10.

7. Maternity Leave.

Maternity leave shall be granted in accordance with current Clackamas County Employment Policy and Practice No. 10.

8. Bereavement Leave.

Exclusive of regular sick leave, an employee shall be granted not more than three (3) work days leave in the event of a death in the immediate family of the employee, to make household adjustments and/or to attend funeral services. For bereavement leave, stepparents, stepchildren and the children of domestic partners, are included whether or not they live with the employee. The use of bereavement leave must be used within three months of the death of the family member, unless approved otherwise by the appointing authority.

Consistent with the needs of the Housing Authority and as approved by the Executive Director, an employee shall be granted not more than three (3) hours of bereavement leave to attend the funeral or memorial services for a current Housing Authority or Clackamas County employee or retiree.

Bereavement leave may be requested in other appropriate circumstances. A request to use bereavement leave for the death of an individual outside of the immediate family is subject to approval by the Executive Director, who shall also have discretion to limit the length of the leave in such situations.

9. Family/Medical Leave.

Family medical leave will be granted in accordance with current Clackamas County Employment Policy and Practice No. 10.

10. Immediate Family Defined.

Immediate family is defined as spouse, domestic partner (as defined by the Benefit Review Committee), parents, spouse's parents, domestic partner parents, children, brother, sister, grandparents (of either employee or spouse), grandchildren, sister-in-law and brother-in-law. Stepparents, stepchildren or children of domestic partner residing in the employee's household shall also be included in the definition of immediate family. Sick leave may also be used as approved by the appointing authority, in the event of an illness of a member of the employee's household who lives in the actual home of the employee but who is not included in the relationships outlined above. In relationships other than those set forth above, under exceptional circumstances, such leave may be granted by the Authority upon the request of the employee.

All leaves referenced by this Article shall be authorized by the Executive Director or designee. Such authorization shall be in writing and signed by the Executive Director or designee.

ARTICLE 9 - HEALTH AND WELFARE

1. Medical Coverage.

The Housing Authority agrees to contribute toward the monthly composite premium for each medical plan for eligible employees and their eligible family members, who elect medical coverage. The design of the medical plans and eligibility of family members shall be determined by the Benefits Review Committee as described in Section 11.

Effective January 1, ~~2025~~2028, the Authority agrees to contribute an amount equivalent to 95% of the monthly composite premium for each medical plan up to a maximum of 105% of the ~~2024~~2027 Authority contribution.

Effective January 1, ~~2026~~2029, the Authority agrees to contribute an amount equivalent to 95% of the monthly composite premium for each medical plan up to a maximum of 105% of the ~~2025~~2028 Authority contribution.

~~Effective January 1, 2027, the Authority agrees to contribute an amount equivalent to 95% of the monthly composite premium for each medical plan up to a maximum of 105% of the 2026 Authority contribution.~~

Employees will pay any remaining insurance premium cost share through payroll deduction. ~~Employees on the Kaiser plan who are employed by the County as of the date the contract has~~

~~been ratified by both parties shall be reimbursed for the additional insurance premium costs they incurred in 2025 as a result of the contract not being ratified prior to January 1, 2025. The reimbursement shall be made within three (3) full pay periods after the contract has been ratified by both parties.~~

Medical Insurance Opt-Out: Employees who submit the Medical Insurance "Opt-Out" Waiver of Medical Coverage for certifying they have other coverage not obtained from the individual market or the Health Insurance Marketplace will receive cash back on a monthly basis as provided by the yearly Benefits Summary, subject to applicable withholdings. Employees may only rejoin County Coverage with a qualified life event or at the next Open Enrollment subject to carrier rules.

The Authority and the Association will make an assertive effort to support plan design changes through the Benefits Review Committee as may be needed to keep the total annual renewal increase at or below 5 percent (5.0%) each year.

2. Benefits.

The Authority agrees to provide the Clackamas County Benefit Program to regular eligible employees (those who are working in a position regularly scheduled for thirty (30) hours or more per week) and their eligible family members. Bargaining unit employees agree to cooperate fully with the County's Benefits Division regarding participation and administration of the program.

3. Life Insurance.

The Authority agrees to contribute an amount equal to the premium for a life insurance plan with a death benefit of $50,000 to full-time employees. The design of the life insurance plan shall be the authority of the Benefits Review Committee as described in Section 11.

4. Dental Insurance.

The Authority agrees to pay 100% of the dental premium for coverage agreed to by the Benefits Review Committee for fulltime employees and their eligible family members, effective on the first day of the month following the benefit-waiting period described in Section 10. The design of the dental plans shall be determined by the Benefits Review Committee as described in Section 12.

Dental Insurance Opt-Out: Employees who opt out of a dental coverage or opt down to a less expensive plan provided by the County will receive cash back on a monthly basis as provided by the yearly Benefits Summary, subject to applicable withholdings. Employees may only rejoin County coverage with a qualifying life event or at the next Open Enrollment subject to carrier rules.

5. Disability Income Insurance.

The Authority agrees to provide non-duty disability insurance coverage to eligible employees as described in the Benefits Handbook. The design of the disability plan shall be determined by the Benefits Review Committee as described in Section 11.

The Authority agrees to contribute an amount equal to the premium for a Long Term Disability Program for the term of this Agreement. Benefits, including those from other sources, will equal sixty percent (60%) of an employee base salary, including longevity, up to a maximum monthly salary of $3,333. Employees must serve an elimination period of the first thirty (30) calendar days of each disability period or the exhaustion of accumulated sick leave, whichever occurs later.

6. Reinstatement from Medical Layoff.

An employee who is reinstated to employment within six months from medical layoff will have the benefit waiting period waived. An employee who has continuously participated in COBRA during a medical layoff will have the benefit waiting period waived for up to eighteen (18) months.

7. Workers' Compensation.

A. All County employees will be insured under the provisions of the Oregon Workers' Compensation Law for injuries that arise out of and occur in the course of employment for the County. The Authority is self-insured for workers' compensation claims. The Authority and Association acknowledge the right of employees to receive workers' compensation benefits as provided by state law and this Article.

B. The County will compensate the employee for injuries that result in an inability to work with sufficient medical authorization that arise out of and occur in the course of employment where the claim has been accepted in an amount equal to the injured employee's regular pay, including any regular additional pay, such as longevity, that the employee was receiving at the time of the injury for up to and including 180 days from the date of injury. This wage continuation provision will continue for up to and including 180 calendar days from the date of injury, and is subject to the following conditions:

   i. The day of injury shall be considered a workday, and the employee will receive their normal salary for that day.

   ii. The waiting period as stated in ORS 656.210 will be charged to sick leave or other accrued leave if available unless total temporary disability exceeds fourteen (14) consecutive days. Then, workers' compensation covers from the first day.

   iii. The employee's regular pay will be subject to all standard deductions, such as income tax and employee benefits, as required or allowed under Federal and State Law.

   iv. While the employee is receiving wage continuation under this provision, the employee will continue to receive all other County health and welfare benefits the employee was enrolled in at the time of the injury unless prohibited by law, rule, and regulation or provider contract.

C. After one hundred and eighty (180) calendar days from the date of injury, if the accepted condition is still resulting in the employee's inability to work, the employee will receive temporary total disability benefits as provided under Oregon Workers' Compensation Law.

   After one hundred and eighty (180) calendar days from the date of injury, the employee may elect to use accrued leaves to supplement the difference between statutory workers' compensation benefits and the employee's regular pay (including any regular additional pay).

D. Medical and dental insurance coverage shall continue to be provided for employees as was in place prior to the injury for as long as employee remains employed during this period. Employees are responsible for any applicable insurance premium cost share as provided for in this Article. Further coverage shall be at the discretion of the County.

E. The County may request the employee to return to modified or light duty, subject to medical release. An injured employee that refuses to return to modified or light duty may be subject to loss of reinstatement rights and reduction of temporary total disability benefits.

8. Less than Full-Time Employees.

For the purpose of eligibility for benefits, full-time employees are those employees regularly working thirty (30) or more hours per week. Regular part-time employees working at least twenty (20) hours per week, shall be entitled to Authority-paid medical insurance as described in Section 1 and shall be entitled to purchase dental insurance as described in Section 4.

9. Insurance After Termination.

Health insurance coverage will not be continued for any employee who is in an unpaid status the first working day of the month due to leave, layoff, termination, or reduced working hours. Continuation of benefits for employees and their eligible dependents will be administered as determined by COBRA regulations.

10. Benefit Waiting Period.

Medical, dental, vision, life and disability, health reimbursement account and voluntary benefits shall become effective on the first day of the calendar month following the employee's date of hire.

11. Benefits Review Committee.

A Labor-Management Benefits Review Committee shall have the responsibility for deciding the level, scope, and design of benefit plans offered to employees for medical and vision coverage, dental coverage, and for disability and life insurance. The primary emphasis in plan design shall be to provide a comprehensive, competitive benefit program at a reasonable cost for individuals and for the organization.

The Committee shall be comprised of members from management and from County bargaining units. Each bargaining unit adopting the provision of the Article shall be entitled to appoint one voting member to the Committee for every two hundred (200) members in their bargaining unit with a minimum of one (1) member. It is understood that bargaining units which do not adopt these provisions will be entitled to appoint one nonvoting member to the Committee.

Management membership will consist of voting members in a number equal to the voting bargaining unit membership. However, a bargaining unit or the County may appoint fewer members than it is entitled but retain the same number of votes as described above. Regular meetings will be held as business dictates on a schedule agreed to by the Voting Members. Meetings may be held more frequently during the annual renewal process as determined by the Benefits Manager or their designated representative. Decisions of the Committee will be made by a majority of votes.

The Committee shall make plan design decisions for medical, vision, dental, disability, and life insurance plans at least one hundred and twenty (120) days prior to the beginning of the succeeding plan year, unless the County waives such requirement.

Payment for and funding of benefit plans selected by the Committee shall be in a proportion and manner determined through collective bargaining with each separate bargaining unit.

The County shall provide administrative coordination and support for the Committee. The Committee, at its request, shall be provided all financial information and related reports as may be available.

The County will make decisions on the following issues after consideration of Committee recommendations: carrier selection, third party administrator selection, employee benefits consultant selection, selection of alternate funding arrangements, and other optional benefit programs.

12. Plan Changes Required by Law or Insurance Carrier.

The County shall act to update any mandated coverage or changes caused by Federal or State laws, rules and regulations and may make changes to take advantage of any enhancements made available by the insurance carriers. The County does not guarantee against unilateral changes in benefits initiated solely by the insurance carriers.

13. Health Reimbursement Account.

The Authority shall enroll each benefit eligible employee covered by this agreement into the County's Health Reimbursement Account (HRA/VEBA).

The Authority shall pay the account fee up to $1.50 per account per month for each active employee. The employee shall be responsible for the third party annualized investment fee.

Employees who have used at least forty (40) hours of vacation in the prior twelve (12) months shall have all vacation time up to eighty (80) hours in excess of the annual cap paid into their HRA/VEBA account.

Participating employees shall have all vacation hours over the annual cap paid to their HRA/VEBA account at retirement.

Eligible employees as of December 31st of each year shall receive an annual contribution of $100 paid into their HRA/VEBA account by the second payroll period of the following January each year.

14. Deferred Compensation Plan.

Subject to applicable federal regulations, the Authority agrees to provide an employee-paid deferred compensation plan that provides for payments at a future date for services currently rendered by the eligible employee. Each new employee will be enrolled automatically in the Authority's Deferred Compensation program, at the rate of five percent (5%) of their base compensation as defined in the deferred compensation plan document, unless the employee chooses to opt out of the program or change the rate of the contribution. Deferred compensation benefits shall become effective on the first date of the calendar month following two (2) full calendar months of continuous employment. New employees include newly hired employees, rehired employees, and employees changing employment status from temporary to regular.

ARTICLE 10 – WAGES

1. Wages and Classification Schedule.

a) ~~After ratification by both parties, employees shall receive a 4.1% cost of living increase effective the first day of the pay period after the ratification date. In lieu of retroactive pay, employees shall receive a lump sum payment based on an employee's gross pay earnings (base pay, overtime, longevity, and incentives) from July 1, 2024. The lump sum payment would appear in the paycheck 3 full pay periods after the effective date of the cost of living.~~

Effective July 1, ~~2025~~2027, employees shall receive a cost of living increase equal to the percentage increase in the US Consumer Price Index, CPI-W: West Urban Annual Average, as reported by the U.S. Department of Labor, with a minimum of 0% and a maximum of 4.5%.

Effective July 1, ~~2026~~2028, employees shall receive a cost of living increase equal to the percentage increase in the US Consumer Price Index, CPI-W: West Urban Annual Average, as reported by the U.S. Department of Labor, with a minimum of 0% and a maximum of 4.5%.

b) When any classification not listed on the Wage Schedule is established, which shall be published on the Department of Human Resources website, the Authority shall designate a pay range for the classification and notify the Association. In the event the Association disagrees with the pay range and files a timely demand to bargain with the County, the Association and the Authority shall open negotiations to establish a salary range for the classification.

c) Whenever an employee is assigned in writing by their supervisor the duties of a higher paid classification for, at minimum, thirty (30) consecutive working days, the employee shall be placed in a Continuous Work Out of Classification (WOC) assignment via a Personnel Action Form and be paid for all hours. The pay rate the employee receives for Continuous Work Out of Classification will be determined by conducting a salary placement assessment in accordance with the Oregon Equal Pay Act or an additional three and a half percent (3.5%) of base hourly rate, whichever is higher.

For employees assigned duties of a higher paid classification for a duration less than thirty (30) days, or is non-consecutive and sporadic in nature, the employee will be placed in an Hourly Work Out of Classification and receive an additional (3.5%) of base hourly rate or at the beginning of the range of the higher paid classification, whichever is higher, via a Personnel Action Form.

For these "Work Out of Classification" assignments, the employee's supervisor will submit information stating the need for such out-of-class-work, how the employee meets the minimum qualifications to perform higher classification work and that authorization has been received from the Department Director.

In no case shall the TOC rate exceed the maximum rate of the higher classification's salary range.

Salary grades will identify a pay range to include a minimum pay rate (previously Step 1), midpoint pay rate, and a maximum pay rate (previously Step 6). Employees' classification, salary grades, and pay rates will not change.

2. Overtime.

One and one-half (1.5) times the employee's regular hourly rate of pay shall be paid for work under any of the following conditions (except as modified by Article 4, Section 2), but compensation shall not be paid twice for the same hours:

All authorized work in any work day performed in excess of the employees work day schedule for employees on a regular schedule as defined in Article 4, Section 2.

a) Regular Schedule: Overtime is payable for all hours worked beyond the employee's defined overtime threshold as defined in Article 4, Hours of Work.

b) Alternative Schedule: Overtime is payable for all hours worked beyond the employee's defined weekly overtime threshold as defined in Article 4, Hours of Work.

c) Employees who are on a flexible schedule as defined in Article, 4 Section 2 will retain the overtime schedule based on their assigned regular or alternative schedule.

d) All authorized work performed on Saturday or Sunday.

   If agreed to by an employee and the employee's supervisor and approved by the Executive Director, compensatory leave in the amount of time and one-half (1.5) may be accrued in lieu of pay for overtime. Such leave shall not accrue beyond forty (40) hours.

e) Authorized work includes regular hours performing regular job duties, compensatory time paid, and call-in/stand-by pay.

3. Longevity.

Employees in the bargaining unit shall be eligible for longevity pay as a percentage of gross salary for number of continuous years of regular or limited-term status in Authority/County service in the following amounts based upon the accumulation of the time in paid status, defined as regular wages or County accrued leave:

Years	Percent
5-9	1.5
10-14	2.0
15-19	2.5
20-24	3.0
25-29	3.5
30 +	4.0

Continuous service for the purpose of determining eligibility for longevity accrual rates is defined as service unbroken by separation from Authority/County employment as a regular or limited-term employee in a paid status, defined as regular wages or County accrued leave.

In addition, effective three full pay periods following ratification of the contract, "continuous service" for the purpose of calculating eligibility for longevity pay will include one hundred percent (100%) of the time worked under the EAT contract, provided there has been no break in County employment. This adjustment applies solely to longevity pay and does not impact other benefits, accruals, or seniority. Employees will not receive retroactive longevity pay; the adjusted time for determining longevity will apply only on a prospective basis.

The calculation for longevity shall be based on the employee's service date minus thirty days. For example, if the service date is 5/15, for purposes of calculating longevity the date shall be 4/15.

4. Bilingual Skills Pay.

a) When a position requires an employee to use a second (or more) language, including American Sign Language (ASL), as a condition for holding a particular position, the employee will receive an additional five percent (5%) of the base hourly rate to be added to the employee's regular salary. "Required use" shall be documented by an approved Position Classification Questionnaire and "Certification of Bilingual Requirement" Form.

b) It is not the intent of the parties that the re-designation of a position to "bilingual required" status would be done for the sole purpose of superseding the layoff provisions of this Agreement.

c) When an employee who is not in a position that requires the use of a second (or more) language, including American Sign Language (ASL) is authorized by their supervisor to utilize their bilingual skills in a sporadic nature, the employee will receive an additional five percent (5%) of their base hourly rate for actual time, rounded up to the nearest fifteen (15) minutes, for performing bilingual duties. "Sporadic Use" shall be documented by an approved "Certification of Bilingual Requirement" Form.

5. Retirement Contributions.

PERS eligibility is subject to ORS 238.015. The Housing Authority agrees to pay employee's share of contribution on behalf of employees as set by Oregon legislature.

In the event that during the life of this agreement it becomes impossible for reasons of law, regulation or decisions for the Authority to pay the six percent (6%) employee contribution to PERS, then that sum shall be contributed on behalf of the employee to a retirement benefit, such as a transition account, state retirement account, Authority deferred compensation plan, or other individual retirement account. The intent of the parties is that the employees will be made whole in terms of the six percent (6%) retirement contribution by the Authority.

6. U.S. Department of Housing and Urban Development (HUD).

The parties recognize that during the life of this agreement, job duties and functions may change. Therefore, the parties agree that either has the right, during the life of the agreement, to propose salary changes due to comparability surveys which are required by the U.S. Department of Housing and Urban Development (HUD). Should the parties fail to reach agreement on any such request, the matter may be placed on the bargaining table at the next negotiation period.

ARTICLE 11 - SETTLEMENT OF DISPUTES

1. Grievance and Arbitration Procedure.

a) Any grievance or dispute which may arise between the parties involving the application, meaning or interpretation of this Agreement, except oral reprimands, shall be settled in the following manner:

STEP 1. An Association representative, with or without the employee, may take up the grievance or dispute with the Executive Director within ten (10) working days of its occurrence. The Executive Director, an Association representative, and the employee or a representative of the class if it is a class grievance, shall meet within ten (10) working days of the appeal to Step 1 to discuss the grievance. If the grievance remains unresolved, the Executive Director shall respond to the representative within ten (10) working days of such meeting.

STEP 2. If the grievance has not been settled, it may be presented in writing by the Association representative to the H3S Director within ten (10) working days after the Executive Director's response is due. The H3S Director shall respond to the Association representative within ten (10) working days of such meeting.

STEP 3. If the grievance has not been settled, it may be presented to the Director of Human Resources or their designee within ten (10) working days after the response of the H3S Director is due. The Director of Human Resources or their designee, an Association representative, and the employee, shall meet within ten (10) working days of the appeal to Step 3 to discuss the grievance. If the grievance remains unresolved, the Director of Human Resources or their designee shall respond in writing to the representative within ten (10) working days.

STEP 4. If the grievance is still unsettled, either party may request arbitration within thirty (30) calendar days after the reply of the Director of Human Resources or their designee is due, by written notice to the other.

Arbitration. If arbitration is requested, the parties shall forthwith agree upon an arbitrator who shall act as sole arbitrator of the dispute. The parties agree that any decision of the arbitrator which is within the scope of this Agreement shall be final and binding upon them. In the event that the parties fail to agree upon the selection of an arbitrator, a list of seven (7) arbitrators who charge from the Oregon border or only for travel within Oregon, which includes Oregon arbitrators as well as arbitrators who are not Oregon residents and charge from the Oregon border shall be requested from the Employment Relations Board of the State of Oregon. After the flip of a coin has determined which party shall strike first, each party shall, in turn, strike one arbitrator at a time from the list until one name remains. The arbitrator whose name remains shall act as the arbitrator of the dispute. The arbitrator shall not have the authority to modify, add to, alter or detract from the provisions of this Agreement. The arbitrator shall exercise all powers relating to admissibility of evidence, conduct of the hearing and arbitration procedures, provided that in so doing, shall not contravene any provisions of this Agreement. The compensation of the arbitrator and all expenses incurred by the arbitrator shall be borne by the party against whom the arbitrator's decision is adverse. However, the arbitrator shall have the power to require the parties to share in the expense of the arbitration proceeding in any proportion that the arbitrator deems reasonable.

b) "Working days" for the purpose of this Article shall be defined as Monday through Thursday excluding holidays recognized and observed by the Board of the Housing Authority.

c) Steps 1 and 2 may be skipped by mutual written agreement.

d) The grievance must be submitted on the official Grievance Form as contained in the Appendix A. Notwithstanding the Official Grievance Form submission, the grievance may be amended to narrow the scope of the original allegations; if amended, the grievance shall state what amendments have been made. In the grievance process and arbitration, the Association is limited to the facts and contract violations as stated in the grievance or amended grievance.

e) When the Director of Human Resources or their designee has denied a grievance and arbitration is requested, the parties must, within one (1) year of the date the Director of Human Resources or their designee denies the grievance, select an arbitrator and request a date for the arbitration hearing, or the grievance is considered closed without prejudice to the issues presented by the grievance.

f) The time limits as described herein may be waived by mutual written agreement of the parties. This includes paragraph 5 above.

g) The Association Representative shall be allowed reasonable time and opportunity to assist an employee to pursue a grievance or dispute through the steps of the grievance procedure as outlined above. Such time away from work, if on Authority paid time, shall be in

compliance with the rules governing conducting Association business as contained in Article 14-Association Rights.

h) When an employee voluntarily separates from Housing Authority employment, all pending grievances filed on behalf of such employee shall be considered withdrawn with prejudice.

ARTICLE 12 - DISCIPLINE AND DISCHARGE

1. Regular employees may, in good faith for just cause, be subject to disciplinary action by oral reprimand, written reprimand, unpaid suspension, demotion, or discharge. Such action shall take effect only after the supervisor gives prior written notice of the action and cause to the regular employee, except in the case of oral or written reprimand. Oral or written reprimands may be given at the initial meeting with the employee regarding discipline, if the Authority has already determined such discipline is warranted after the investigation.

The County agrees to conduct and conclude investigations in a reasonably timely manner. However, external factors (such as a criminal investigation) may justify delaying the County's investigation.

Initial probationary employees may not grieve discipline, including termination.

An employee has the right to have union representation at any investigatory interview of the employee which the employee reasonably believes could lead to disciplinary action against the employee. The role of the union representative shall be limited to those as outlined by the Employee Relations Board in Washington County Peace Officers Association vs. Washington County, which are:

1) Inquire about the purpose and subject of the meeting;

2) Asking clarifying questions;

3) Ask clarifying questions at the end of the interview; and

4) Suggest any other witnesses; describe other practices or mitigating factors

Performance improvement plans, works plans or other similar performance management tools are not discipline. An employee does not have the right to have a union representative present during meetings regarding a performance improvement plan, work plan, or other similar performance management related tool. Performance Improvement Plans shall not be placed in an employee's personnel file.

Any regular employee who is disciplined (except for oral reprimands) will receive a written statement of the charges and allegations that the Authority will rely on to support the decision to discipline. The Association shall be notified that the regular employee has been disciplined and

sent a copy of the charge at the time the regular employee is notified unless the regular employee objects in writing. Notification to the Association shall include sending copies of all such notices to the Association President and the Service Representative.

2. Any regular employee in the bargaining unit who is disciplined in writing, suspended, demoted or discharged shall have the right to appeal the action through the Grievance Procedure. Oral reprimands are not subject to grievance. The Association shall submit such grievance at Step 1 of the procedure no later than ten (10) working days after the effective date of disciplinary action. Working days for the grievance procedure shall be defined as Monday through Thursday excluding holidays recognized and observed by the Authority. The Grievance Procedure shall be the sole and exclusive procedure for the resolution of discipline and discharge disputes.

3. If the Authority has reason to counsel, reprimand or discuss a regular employee's need to correct deficiencies, every reasonable effort will be made to accomplish this in a manner that will not embarrass the regular employee before other employees or the public.

4. When the employer believes there is just cause for discharge, the regular employee and the Association will be notified in writing at the time the action is taken that the regular employee is subject to discharge. In instances of proposed discharge, the employee should be given ten (10) calendar days advance notice of the discharge date as required by the Housing authority Policy. Such notification shall state the reasons for which the employee is being discharged. The employer shall provide the regular employee with an opportunity to respond to the charges at an informal pre-dismissal hearing, which may be recorded, with the person or persons having the authority to impose or revoke the disciplinary action. The regular employee shall be entitled to have a representative of their own choosing at the pre-dismissal hearing for the purpose of providing advice and counsel to the regular employee.

The regular employee may be granted additional time, at the discretion of the employer, to prepare for the pre-dismissal hearing.

ARTICLE 13 - UNION DUES

1. All employees covered by the terms and conditions of this Agreement may become members of the Association. The Authority agrees to deduct dues in the amount determined by the Association from the wages of each employee who chooses to become a member of the Association and provides the Authority with written authorization to deduct dues. The Authority agrees to deposit the total amount deducted from all members into an established account designated by the Association, on a monthly basis.

2. The Authority will not be held liable for errors but will make proper adjustments with the Association for errors as soon as is practicable if notified within ten (10) calendar days of the error. In no case shall such an adjustment extend beyond the following pay period. In order for the Association to have adequate information on dues, Payroll will, upon request, provide an updated list of employees who have paid union dues.

3. To the extent a new employee is unable to attend the Association portion of new employee

orientation, Association representatives shall be provided with a reasonable opportunity and fifteen (15) minutes of Authority paid time to inform the new employee about the Association and to provide the new employee with a signature card in order to register for membership in the Association.

ARTICLE 14 - ASSOCIATION RIGHTS

1. Association Representatives.

The Association may designate CCEA-represented employees of the County to serve as Association representatives.

There shall be no more than four (4) Association representatives assigned to assist with the administration of this agreement.

The Association shall advise the County in writing of the names of employees who are serving as Association representatives. The County shall recognize only employees designated as Association representatives, CCEA officers, and the CCEA Service Representative as official representatives in the administration of this agreement. Said list shall be updated as necessary.

2. Release Time.

Upon at least thirty (30) calendar days' advance written notice by the Association to the Authority, the Authority will provide up to forty-five (45) calendar days release time for Association members to serve as a designated representative of the Association. The Associations' notice shall include the name of the Association member taking release time and the start and ending dates. Without this notice, the Authority is not obligated to provide release time.

Release time shall be in addition to vacation leave, sick leave, or other paid or unpaid leave available to an Association member under state law or this Agreement.

During such release time, the Authority shall continue paying compensation (including all employer contributions toward employee benefits, including benefits under ORS chapter 238 to the Association member, and the Association shall reimburse the County for all such compensation paid to the Association member during release time.

The Association and/or the Association member on release may terminate the period of release time at any time for any reason by providing ten (10) calendar days' advance written notice to the Authority.

At the conclusion of the release time, the Association member shall be reinstated to the same position and work location held immediately prior to the release period or, if not feasible, to a substantially similar position without loss of seniority, rank, or classification.

The Association member taking release time shall receive full retirement credit for the duration of the release time as long as the Association member meets all retirement contribution obligations pursuant to ORS chapter 238 or this Agreement.

The Authority is not liable for an act, omission, or an injury caused or suffered by an Association member if the act, omission, or injury occurs during the course and scope of use of release time. If the Authority is held liable, the Association shall indemnify the Authority and hold the Authority harmless from all liability arising from the act, omission or injury that occurred during the period of release time.

3. Access to Workers.

Authorized representatives of the Association may visit the work locations of employees covered by this agreement at reasonable times, provided that such visitations will not interfere with the operations of the Authority/County.

4. New Employee Orientation.

The County will notify the Union monthly of all new employees who are members of the bargaining unit. The Union will be allowed to hold one (1) thirty (30) -minute meeting on County paid time in total per month to orient all new Union members. One (1) Union member will be allowed work time to lead the orientation process. This orientation meeting will be coordinated with the Department Director or designee with the intent on selecting a time and County location with the least impact on business. Attendance by the employees is voluntary and it is the Union's responsibility to notify the new employees of the meeting time and place.

5. Association Negotiators.

Employees selected by the Association to act as Association representatives for the purpose of negotiating amendments or modifications to this agreement shall be known as the Housing Authority Employees Association Negotiating Committee. The names of employees so designated shall be certified in writing to the Authority by the Association separately, or as part of the ground rules relating to the negotiations. The list may be updated from time to time. The Housing Authority and County shall permit a reasonable number of members designated by the Association to attend negotiation sessions on Authority/County-paid time (subject to Section 6 below) as members of the Negotiating Committee. One of the members may be an employee of the regular CCEA bargaining unit. The Association may also appoint an alternate to attend negotiation sessions on Authority/County-paid time if one of the other Negotiation committee members is unable to attend one or more negotiation session(s).

6. No Discrimination.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, disability or political affiliation. The Association shall share equally with the Authority the responsibility for applying this provision of the Agreement. The Authority agrees not to interfere with the rights of employees to become members of the Association and there shall be no discrimination, interference, restraint, or coercion by the Authority, or any Authority representative, against any employee because of Association membership or because of any employee activity in an official capacity on behalf of the Association, or for any other cause. Nothing in this section shall be construed to limit the Authority's right to effectively and efficiently run the Authority's operations.

7. Association Business on Authority Paid Time.

An Association representative or CCEA officer may use up to forty (40) hours per calendar year of County-paid time to assist with the following matters under this contract:

1. Representing an employee in an investigatory interview/meeting which may result in the employee receiving discipline (unless the employee objects);

2. Representing an employee in a pre-disciplinary meeting (unless the employee objects);

3. Providing an employee with assistance with a grievance or dispute pursuant to Article 11 of the collective bargaining agreement;

4. Other collective bargaining matters, as required by this contract or law.

Authority paid time spent by Association representatives and CCEA officers under this provision will be designated as union business and recorded on their department's timekeeping system and reported to the immediate supervisor by the Association representative or CCEA officer as the time is incurred with the exception of time spent less than 15 minutes, approved vacation or compensatory time and with the exception of lunch or breaks, depending on department policy. If the Association fails to provide current Association representative or CCEA officer names, no Authority paid time shall be granted for unnamed Association representatives or CCEA-HA officers. Association representatives and first-level managers are encouraged to resolve problems before the problem becomes a grievance.

Time spent by the Association representatives and CCEA officers conducting the following activities shall be reported as Association business on Authority/County-paid time; such time will not count toward the forty (40) hours of Authority/County-paid time described in this provision:

1. Union Presidents Meeting with Authority/County management staff;
2. Labor-management meeting with County labor relations staff;
3. Meeting with management at management's request;
4. Participation in, and reasonable preparation for, proceedings under ORS 243.650 to 243.782, or that arise from a dispute involving a collective bargaining agreement, including arbitration proceedings, administrative hearings, and proceedings before the Employment Relations Board;
5. Acting as a representative for the Association for employees within the bargaining unit for purposes of collective bargaining as provided in Section 4 above, including reasonable preparation time;
6. Testifying in legal proceedings in which the Association representative has been subpoenaed as a witness; and
7. Providing information regarding this Agreement to newly hired employees at employee orientation as defined in Article 14, Section 4.

Association representatives engaging in Association business on Authority-paid time are responsible for communicating with their supervisors and securing adjustments to their regular work schedules as necessary to prevent unauthorized overtime.

Association hours will be non-transferable. Once the time is exhausted, no additional Authority/County-paid time will be provided in the remainder of the calendar year. Upon reasonable notice from the Association, the County shall authorize up to an additional ten (10) hours per Association representative or officer. Any hours remaining at the end of the calendar year will be lost and will not roll over to the subsequent calendar year.

These guidelines do not relieve the CCEA Association representative or CCEA officer from the responsibility of arranging for the time away from work with their supervisor, including notifying the supervisor when they are leaving and when they return. The time away cannot unreasonably interfere with the Authority/County's operations. Arranging time away from work may be done through a request in a discussion with the supervisor or by requesting time away from their duties through the time keeping system.

If the CCEA Association Representative wishes to engage in other Association business during Authority/County-paid time, other than what is listed above, they should arrange to take vacation or compensatory time with their supervisor consistent with the procedures in the collective bargaining agreement and for the department.

The Association is entitled to have one Authority/County employee representative to attend investigatory meetings with employees which may result in that employee receiving discipline; and during pre-disciplinary meetings. On occasion, the Association Service Representative may attend such meetings in addition to the Authority/County employee representative or in lieu of the Association representative.

For purposes of training Association Representatives for investigatory interviews and other related meetings in the disciplinary process such as mitigation meetings, the Association may choose to bring one (1) additional Association representative to the meetings in addition to the participating Association representative and/or the Association Service Representative for the purposes of observing process. The Association representative present to observe will do so on their own time and they will not participate in the investigatory interview or other related disciplinary meetings while present in an observation role. The Association representative may interact with the Association representative participating in the meeting(s) or Association Service Representative in a quiet and non-disruptive manner on occasion when necessary to assist in the learning process.

8. Employees Time.

Employees will be provided a time during their normal working hours to meet with the Union Steward and/or Council Representative to process and report a potential grievance. In addition, employees will be released during their normal working hours to prepare for and attend meetings or hearings for the following:

A. Grievance resolution meetings or grievance meetings in which the employee is the named grievant, mediation sessions in which the employee is a necessary participant, and arbitration hearings in which the employee will be testifying, that are held during the employee's work time; and

B. When an employee is subpoenaed or otherwise required to testify as a witness on behalf of the Union in an arbitration case or unfair labor practice hearing, the employee may appear without loss of pay if the employee appears during their work time.

ARTICLE 15 - LAYOFF AND RECALL

1. Reason for Layoff / Layoff Order.

Within a classification and department, initial probationary employees will be laid off before employees who have completed their probationary period. The County shall not utilize temporary employees on an ongoing basis to perform work of an allocated FTE position. In case of a reduction in force, or the elimination of a function, employees shall then be laid off within a department in accordance with qualifications to perform the remaining required work without further training. When qualifications, skills and abilities to perform the duties of the position(s) remaining are equal, seniority will prevail.

The Executive Director may request an exception to the order of layoff in writing to the H3S Director when the retention of employees with needed skills or performance abilities are necessary for the efficient operation of the department. Such actions shall be taken only for articulated, job-related reasons and substantiated by written documentation. A position that has been identified as an exception to layoff cannot be subject to bumping unless an employee can demonstrate they possess the needed skills or performance abilities of the specific excepted position. If an employee believes they are qualified to bump into a position on their bumping list that has been excepted, they may request a review of their skills and experience in writing to the H3S Director. The judgment of the H3S Director shall be final unless such judgment is shown to be arbitrary or capricious.

The H3S Director shall inform the Association in writing when an exception has been requested and a copy of the documentation supporting the request. The Association may timely present any additional information it would like the director to consider.

2. Notice of Layoff and Bumping Options.

Employees and the Association president, vice president, and Service Representative(s) shall be given in writing a minimum of thirty (30) calendar days' notice of layoff. Those employees who wish to participate in the bumping process must notify the Authority in writing by 6:00 p.m. of the 7th calendar day after receiving their notice. Those employees who do not notify the Authority will automatically be placed on layoff status. Within a classification and department, temporary, probationary and other employees who do not have regular status will be laid off before employees with regular status. Employees who have never attained regular status with the Authority and who are laid off, will not be placed on layoff registers and do not have bumping rights.

3. Layoff and Bumping Process.

If an employee elects to participate in the bumping process, then the employee has seven (7) calendar days from the employee's initial notification of layoff to submit a complete list of the employee's qualifications, skills and abilities to the Authority.

If the employee exercises the employee's right to bump, the Authority will:

(a) Provide the employee with a list of all positions in the department at or below the employee's current pay grade with the same or lower seniority date.

(b) A current seniority list will be provided to the Association president, vice president, and Service Representative(s) at time of action for all affected classes by the Authority.

(c) The employee would, through consultation with the supervisor, identify those positions that the employee believes the employee is qualified to perform after orientation. The position qualifications will be determined through the position classification questionnaire ("PCQ") and/or the most recent job posting and information about the minimum requirements of knowledge, skills, and/or abilities.

(d) The list of positions so identified will be submitted to the department for bumping consideration. Once submitted, the minimum qualifications cannot be changed to preclude the ability of the bumping employee to be deemed qualified. If the Authority agrees that the employee is qualified to bump into a position at the employee's current grade, that position will be offered to the employee. The bumping process will then end, and the Qualifications Review Committee (QRC) will not be involved.

(e) If Human Resources and the Authority believe the employee is not qualified to bump into a position at the employee's current grade, the employee will be offered a position (if qualified) in the next lower grade that the employee is qualified to work. The employee does have a right to appeal disagreement about placement at a lower grade to the QRC.

(f) If an employee bumps into a classification with a lower salary range, the employee's base pay rate will be determined by conducting a salary placement assessment, in accordance with the provision of the Oregon Equal Pay Act, including a review of all of the employee's relevant work experience internal and external to the County.

(g) Employees may be denied bumping rights only if they lack knowledge, skills or abilities required for the position which are not easily learned on the job within the normal orientation period of thirty (30) calendar days. Employees may be subject to skills evaluation and testing procedures in order to establish qualifications for a position.

(h) If it is determined the "bumping" employee cannot perform the duties of the position acquired in the bumping process within the normal orientation period of thirty (30) calendar days, the employee will be placed on layoff status and

the “bumped” employee shall be returned to their original position.

4. Qualifications Review Committee.

The QRC will be formed only when an appeal is made. The QRC will be appointed at that time for a particular employee or employees if appropriate. The QRC will not be appointed as a standing committee.

(a) Upon request, the QRC shall then determine the employee's ability to "bump". The QRC may call upon the supervisor of the position in question or any other person they feel would be appropriate to assist them in understanding the required duties. After the QRC has received the list of qualifications, skills, and abilities from the bumping employee, it shall review positions in the same job area that are less senior and equal to or below the grade level of the bumping employee.

(b) The QRC shall be a five member committee made up of two Association members recommended by the Association president, two management employees recommended by the Human Resources Director, and a mutually appointed fifth member selected from current Authority employees. The QRC's decisions shall be based on comparisons with the job description, established qualification, and the ability of the individual to perform the remaining required work without further training. It is understood that the QRC must make their determination on the assumption that the "bumping" employee will be able to perform the duties of the position within thirty (30) calendar days. The QRC's decision shall be final and binding unless a supervisor can demonstrate to the QRC that after thirty (30) calendar days the "bumping" employee cannot perform the duties of the position. If such a case can be made, then the "bumped" employee shall be returned to the employee’s original position.

(c) Any decisions regarding layoff and recall made by the QRC shall be final and not be subject to arbitration.

5. Layoff Status.

Employees on layoff must notify the Authority in writing as to their present address and telephone number. This notice shall be updated quarterly or when there is any change, whichever is sooner. In addition, the employee shall advise the Authority when the employee is no longer available for recall. Failure to notify terminates any and all relationships with the Authority. Layoff status will automatically terminate after two (2) years.

(a) Employees shall be recalled to work in accordance with skills and ability to perform the required work as determined by the Authority without loss of seniority or benefits, subject to contract limitations. The minimum qualifications of the position will be determined through the position classification questionnaire (“PCQ”) and/or the most recent job posting and information about the minimum requirements of knowledge, skills, and/or abilities and a review of the laid off employee’s relative qualifications. Once determined, the minimum qualifications cannot be changed to preclude the ability of the laid off employee

to be deemed qualified.

(b) The employee does have a right to appeal disagreement over recall to the QRC.

(c) Employees shall be recalled from layoff according to their length of service (more senior first, etc.). No new employees shall be hired by the Authority until all employees on layoff status desiring to return to work have been recalled or there are no qualified laid off employees who can fill the position.

(d) Failure to accept recall from layoff or report within ten (10) working days after recall will terminate any and all relationships with the Authority.

6. Seniority.

(a) Seniority will be terminated when the employee quits employment or is dismissed.

(b) Seniority shall be prorated for periods of part-time employment based on the employee's FTE (full-time equivalency).

(c) If an employee leaves a bargaining unit position for another non-bargaining unit position in the County, and then returns to a bargaining unit position, their seniority will only include time spent in a bargaining unit (including time in any County bargaining unit). It will not be the responsibility of the Authority to track this information. Should the Association believe that a particular employee has "non-bargaining unit" work time, the Authority will calculate the employee's bargaining unit seniority only when requested to do so in writing by the Association. Once a calculation is made, then the Association and the employee for which the calculation is made will be notified of the employee's bargaining unit time, which will then be used for determining the employee's layoff and recall seniority.

(d) For the purpose of computing seniority, all authorized leave shall be considered as time worked. Unauthorized leave includes absences without proper approval and time off suspensions for disciplinary reasons.

(e) For purposes of bumping into the bargaining unit, seniority is defined as continuous service in the bargaining unit (subject to Section 6a). If an employee has no time in the bargaining unit, the employee cannot bump into the bargaining unit. For all other purposes, including layoff and bumping within the bargaining unit, seniority is defined as length of service with the Authority (subject to Section 6(a), (b), (c) and (d) above).

ARTICLE 16 – RECLASSIFICATION

1. Request for Reclassification.

When an employee believes that there has been a significant change in duties and responsibilities of their position, they may submit a Position Classification Questionnaire (PCQ) to request a position review to determine proper classification placement. The PCQ shall first go to the employee's immediate supervisor and then the Executive Director for review and comment. The Housing Authority shall forward the completed PCQ to the Department of Human Resources or another outside independent Personnel contractor within thirty (30) days of the initial request. If the Housing Authority does not forward the request within thirty (30) days, the employee may submit the request directly to the Department of Human Resources. The Department of Human Resources will notify the employee within fourteen (14) working days of the disposition of the request as provided under County Code.

When a position is reclassified to a classification that carries a higher salary grade, if in the opinion of the Executive Director, the incumbent employee has been performing the duties of the higher classification at least seventy-five percent (75%) for a period of six (6) months or more, and meets the requirements of the classification, the incumbent employee shall be reclassified to the higher classification effective the date they signed the PCQ. The new base pay rate following reclassification will be determined by one of the following, applying the method which yields the higher rate. 1) Human Resources will complete a Salary Placement Assessment, in accordance with the provision of the Oregon Equal Pay Act. 2) A 3.5% increase above the employee's Base Pay Rate immediately prior to the date of reclassification, not to exceed the maximum of the higher Classification's salary range.

The eligibility for salary increases following reclassification will change to the first of the month following six (6) full months from the date of reclassification and thereafter every twelve (12) months of continuous service until reaching the maximum of the salary grade. If an employee is reclassified, the employee shall serve a six (6) month probationary period beginning on the effective date of reclassification.

If an employee is reclassified/reassigned into a newly developed classification, the effective date will be the date the new classification was approved by the County Administrator. The employee's merit date shall be changed to the first of the month following six (6) full months from the effective date of the reclassification, and every 12 months thereafter of continuous service until reaching the maximum of the grade.

If an employee disagrees with a classification recommendation, the employee may appeal such disagreement as described in Section 2, below.

2. Classification/Compensation Review Panel.

The Classification/Compensation Review Panel (CCRP) shall be made up of three (3) members. One (1) member shall be selected by the Employees Association, one (1) member shall be selected by the Human Resources Director, and one (1) member shall be mutually appointed from current County or Housing Authority employees, either from management or the bargaining unit. Within ten (10) calendar days from the date the written notice referred to above or notice from the Human Resources Director denying appeal on a classification recommendation is received, the Association will submit a written request to the Director of

Health, Housing and Human Services to have the matter forwarded to the CCRP. The Association and the Housing Authority management staff may present information to the panel in support of their respective positions. The meeting shall take place during regularly scheduled business hours but shall be limited to three (3) hours (two [2] hours for presentation of information and one [1] hour for the panel to deliberate). The CCRP shall review the reasons for the classification allocation and/or the salary range recommendation and may ask questions of the parties presenting information. Following the collection of information, the panel shall discuss their opinions with the Human Resources Director. The Human Resources Director shall consider the opinions of the CCRP when recommending the final salary range recommendation to the Housing Authority Board of Commissioners. The Human Resources Director shall include in this recommendation a summary of issues raised during the request for review process and the opinions of the panel. The Housing Authority Board of Commissioners, or designee, shall have the final authority for all salary range determinations.

ARTICLE 17 - HEALTH AND SAFETY

1. The Housing Authority shall provide personal safety training and education for all employees.

2. The Housing Authority shall maintain an incident log of all activities perceived by the employee or employer to pose a danger to personal safety. Employees shall submit written incident reports to the Housing Authority.

3. The Housing Authority safety committee shall meet on paid time or during regular working hours.

ARTICLE 18 - STAFF DEVELOPMENT

In order to facilitate staff development and improve employee training opportunities, the Authority will implement a tuition reimbursement policy effective July 1, 1989. This covers job related courses at an educational institution or attendance of job related conferences, workshops or seminars. At the discretion of the Executive Director, an employee may be eligible for reimbursement of job-related courses outlined above that relate to the current career path of that employee. The guidelines for this program are as follows:

1. Employees will be reimbursed 100% of tuition costs up to nine (9) quarter hours or six (6) semester hours per fiscal year. Applications will be considered only for full time employees who have completed their probationary period.

   Employees who receive training funds from the G.I. Bill or other scholarship programs are not eligible.

   Reimbursement is for tuition, costs of conference and seminar fees only and does not include books or other course materials or other fees such as parking.

2. A request for reimbursement must be submitted in writing prior to registration. If the employee does not attend or complete the course or, in the case of a graded course, receive a grade of C or better, the tuition will be repaid by the employee with payroll deduction. If the employee leaves employment within sixty (60) calendar days of course completion, tuition will be repaid by the employee either directly or through deduction of final paycheck.

3. Attendance must be during other than working hours unless the sequences is not available during these hours. If classes are taken during normal working hours, the absences shall be made up hour by hour with the supervisor's authorization.

ARTICLE 19 – MISCELLANEOUS

1. Uniforms.

The Housing Authority will provide three (3) uniforms [defined as (3) shirts embroidered with Housing authority insignia, (3) work pants, and (1) pair of all leather, slip and oil-resistant work boots], one (1) jacket and required personal protective equipment to every new maintenance employee. A $250.00 work clothing reimbursement allowance will be issued to each maintenance employee annually on July 1 thereafter. Maintenance employees will have sixty (60) days from this date to purchase replacement personal protective wear limited to work pants, work boots, or coveralls worn or damaged through the scope of their work. All employees will be responsible for keeping uniforms in fit condition. Any required protective equipment or safety equipment, i.e., rubber boots, overalls, hearing protection, safety glasses, helmets, etc., or replacement uniform shirts or jacket, or required addition of Housing Authority insignia and employee name to uniforms will be provided to the employee at no cost to the employee by the Housing Authority.

2. Change in Working Conditions.

Matters of employment relations including but not limited to: direct or indirect monetary benefits, hours, vacations, sick leave, grievance procedures and other conditions of employment shall be continued at not less than the level in effect at the time of the signing of this Agreement. The Housing Authority agrees to furnish the Association President copies of all changes in work rules and benefits and matters of employment relations. Any changes in existing employment relations shall first be negotiated with the Association.

3. Travel Pay and Mileage Reimbursement.

Employees will be granted travel pay and mileage reimbursement in accordance with the County’s current Travel Policy.

4. Use of Authority-Owned Motor Vehicles.

Use of Authority-owned motor vehicles for other than official purposes shall be prohibited. The Executive Director shall determine whether the nature of an employee's duties require the use of an Authority-owned vehicle between the employee's residence and place of employment. Approval may be revoked at the discretion of the Executive Director, for cause, depending on the needs of the Authority.

5. Workload.

Workload expectations will be reasonable. No employee will be regularly expected to maintain a job assignment that cannot be reasonably performed in the time allowed for the job assigned.

6. Copies of the Collective Bargaining Agreement (CBA).

The collective bargaining agreement will be available on the County website. Employees may print a copy at work once per year.

7. Rules, Department Policies and Employment Policies and Practices.

The Association will have a chance to review and input on Employment Policies and Practices (EPPs) referenced in the Housing Authority contract prior to implementation. Employees shall comply with all existing work rules, department policy, County Policy and Personnel Ordinance which are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced. Any unresolved complaints as to the reasonableness of any new rules or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure. The County will comply with ORS 243.698 when the County seeks to change or create new policy or work rules.

8. Limited-Term Appointments.

Defined as an employee appointed to a position designated by mutual agreement between the Authority and the Association as a "limited term" position. Limited term appointments shall not exceed one consecutive three (3) year period in the same position. Limited term employees are covered by all provisions of this bargaining agreement except they shall have no rights to layoff and recall. The Authority will notify the Association at least fifteen (15) days prior to making any such appointment. If such notification is not given, the employee will not be considered on limited-term appointment.

A current employee may apply for a limited term position. If the employee is selected to fill such position the employee shall be entitled to return to their former position and classification when the term expires at an equivalent rate of pay or a step that causes the least reduction in pay within their previous salary grade. The position vacated by the employee shall be backfilled by a limited term position of equivalent time.

9. Personnel Files.

(a) A personnel file shall be maintained for every employee and shall contain complete information pertinent to the employee's employment, including dates of employment.

(b) Employees shall have access to their individual personnel file. Upon receipt of an employee's written request to review their file, the Executive Director or designee will schedule an appointment for the viewing of the file. The Executive Director, the H3S Director and persons specifically directed by the H3S Director shall be the only persons authorized to view any personnel file other than their own.

(c) Letters of recommendation for persons seeking employment at the Housing Authority will be destroyed as soon as the position is filled. The subject of such letters will not

be allowed to view them.

(d) An employee shall be furnished a copy of any statement written for inclusion in the employee's personnel file concerning the employee's conduct or work performance.

(e) An employee shall have an opportunity to submit a written statement in opposition to any materials placed in the employee's personnel file by the Housing Authority. This shall be done by sending such comment to the Executive Director with a copy to the employee's supervisor, and a copy to the employee's personnel file.

10. Electronic Mail.

(a) Association representatives (those persons holding positions as officers within the Association) may use the County email system to communicate concerning collective bargaining matters.

(b) "Collective bargaining matters" means any of the following:

- Official Association announcements to the Association membership (such as meeting subjects, dates and times);
- The meaning, interpretation or application of this Agreement;
- The presentation and adjustment of grievances under Article 11 of this Agreement;
- Matters directly related to the collective bargaining relationship between the County and the Association.

(c) Association members may use the County email system to contact Association representatives regarding collective bargaining matters, including any of the following purposes:

- To arrange a date, time and location for a meeting concerning the meaning, interpretation or application of this Agreement;
- To ask a question regarding meaning, interpretation, or application of this Agreement;
- To present a grievance regarding the meaning, interpretation or application of this Agreement;
- To request Association representation in matters concerning the meaning, application or interpretation of this Agreement.

(d) In addition to collective bargaining matters, Association representatives are permitted to use County email system to communicate with bargaining-unit members regarding matters involving the governance or business of the Association.

(e) It is understood that there is no expectation of confidentiality or privacy concerning communications sent over the County email system, and that the County reserves the

right to access and disclose all messages sent over the County email system for any purpose.

(f) The County email system will not be used for political purposes at any time, and this limitation shall override any of the permissible uses of the email system listed above. "Political purposes" shall include matters related to support or opposition to candidates or measures in any election (County elections, union candidate elections, or otherwise).

11. Interview/Testing Time.

The Housing Authority supports advancement and new job opportunities for the employees and will allow three (3) hours on a calendar year basis for an employee to test or to attend job interviews for a different position in Clackamas County or the Housing Authority other than the position currently held by the employee.

12. Over/Under Payments.

Any employee receiving unauthorized payments has the obligation to call such error to the attention of their supervisor.

A. Underpayments.

When an error occurs resulting in a negative impact on the employee, upon notification by the employee, in writing to the Payroll Supervisor, and verification by the payroll division, payment in correction of the error shall be made in the employee's paycheck for the current pay period.

B. Payments in Error.

When an employee receives payments due to a clerical, technical, or computer error, through no fault of the employee and where the employee did not and could not reasonably have known that the error occurred, the employee will only be liable for, and the Authority/County shall only recover, the overpayment for a period of one-hundred and eighty (180) calendar days preceding the date of discovery of the error. If the discovery of the error is made by the employee who notifies the Payroll Supervisor in writing within ten (10) working days of discovery of the error that they believe their pay is incorrect and the Authority/County does not subsequently make a correction to stop the overpayment by the next payroll period after notification, the employee will not be liable for additional overpayments that occur following the date of notification.

C. Repayment to the County.

As soon as the overpayment is known, the Authority/County will make every effort to recover overpayments by payroll deduction over a reasonable period of time.

1. The County Payroll Supervisor shall notify the employee in writing of the overpayment which will include information supporting that an overpayment exists, and the amount of wages and/or benefits to be repaid. For purposes of recovering the overpayments by payroll deduction, the following shall apply:

2. The employee and the Authority/County shall meet and attempt to reach mutual agreement on a repayment schedule within thirty (30) calendar days following the written notification.

~~3.~~1. If there is not mutual agreement at the end of thirty (30) calendar days, the Authority/County shall implement the repayment schedule stated in subsection (7) below.

~~4.~~2. If the overpayment amount to be repaid is more than twenty-five ($25) dollars, the overpayment shall be recovered in amounts not to exceed twenty-five ($25) dollars per payroll period. If an overpayment is less than twenty-five ($25) dollars, the overpayment shall be recovered in a lump sum deduction from the employee's paycheck.

~~5.~~3. An employee who has a factual disagreement with the Authority/County's determination that the overpayment has been made to the employee may grieve the determination through the grievance procedure.

~~6.~~4. This article/section does not waive the Authority/County's right to pursue other legal procedures and processes to recoup an overpayment made to former employees.

~~7.~~5. Employees can elect to either establish a payment plan through payroll deductions as described under Article 19, Section 12(C)(4) above or may elect to pay overpayment in one lump sum. In the event the employee chooses to make a lump sum payment to the Authority/County, the Authority/County will adjust the amount owed for any tax paid, and will reduce the amount of employees' wages for the year on the employee's W-2 form by the amount repaid.

13. Video Cameras and GPS Data.

A. Video camera recordings and/or GPS data may be accessed, reviewed and preserved ~~as~~ by the County for business reasons. Video recordings and GPS data will not be used for yearly performance evaluations, unless disciplinary action has been imposed from evidence derived from a specific video recording and/or GPS data. In the event the County elects to review video and/or GPS data as part of an investigation, the County shall notify the Association and provide the Association with an opportunity to view the video and/or GPS data.

B. In the event information revealed on video camera and/or GPS data raises concerns regarding employee conduct, the County will retain the video recording and/or GPS data and agrees to provide a copy of the video recording and/or GPS data to the Association and the employee in advance of any pre-disciplinary meetings.

ARTICLE 20 – TRANSFERS

The lateral transfer or voluntary demotion of an employee to a different position in the same classification may occur either within the same department (intradepartmental) or to another department under a different appointing authority (interdepartmental).

1. Interdepartmental Transfers.

Any Clackamas County Employees' Association member that laterally transfers or demotes into a regular position in the Housing Authority shall retain full credit for service in the County in accordance with the Personnel Ordinance. Lateral interdepartmental transfers require the written approval of the appointing authorities and the Director of Human Resources or their designee. Employees wishing to voluntary lateral transfer either within their department or to another department must request in writing to the Director of Human Resources or their designee to be placed on a transfer list. Employees may be placed on a transfer list for a classification in which they are an incumbent.

2. Intradepartmental Transfers.

An intradepartmental transfer may be either voluntary or involuntary. An appointing authority may laterally transfer employees within their department without the employee's consent, but must give the employees ten (10) working days' notice of this action.

3. Voluntary Demotion.

Voluntary demotions require the written approval of the appointing authorities and the Department of Human Resources. Employees wishing to voluntarily demote either within their department or to another department must request in writing to the Director of Human Resources or their designee to be placed on a voluntary demotion list for a lower level position within the same classification series or a lower level classification previously held.

ARTICLE 21 – PERFORMANCE EVALUATION

At least once a year, the Executive Director or designee(s) shall review and rate the work performance of each employee using established performance evaluation forms as a basis for the rating. The Human Resources Director or designee(s) shall receive a copy of the evaluation, which shall be jointly completed by the employee and the employee's immediate supervisor.

The parties agree that performance evaluation is not a disciplinary process. Therefore, the administration of discipline for performance related issues shall not occur during a performance evaluation meeting. However, any delay or denial of a merit increase is not discipline.

Performance evaluations become a part of the employee's work history and are kept in the official employee personnel file maintained by Human Resources. If substantial disagreement exists between the employee and the supervisor's evaluation of the employee's work performance, the employee, within 30 calendar days from the date the employee received the performance evaluation, may submit a statement in writing to the Executive Director stating the reasons for the disagreement in as specific detail as possible. A copy of the statement by the employee must be filed with the Human Resources Department. When signing the evaluation form, the employee may add "in disagreement" next to the employee's signature.

It is the responsibility of the Executive Director to ensure that the supervisors administer performance evaluations to all of their immediate subordinates within two (2) months of each employee's anniversary date.

ARTICLE 22 - SAVINGS CLAUSE

Should any article, section, or portion thereof, of this agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the Court shall apply only to the specific article, section or portion thereof, directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated article, section or portion thereof.

ARTICLE 23 - TERMINATION

This Agreement shall become effective July 1, 2027, or upon execution, whichever occurs later, except as otherwise agreed ~~(e.g. implementation of WFS)~~ and shall remain in full force and effect through June 30, ~~2027~~2029, or the date of a subsequent agreement, whichever last occurs. This agreement shall be automatically renewed on July 1, ~~2027~~2029, and each year thereafter unless either party shall notify the other in writing no later than January 1, ~~2027~~2029, that it desires to either terminate or modify this agreement. In the event that notification of termination is given, it shall become effective thirty (30) days after the date the notice is received.

This Agreement may be amended at any time by mutual agreement of the Association and the Authority. Such amendments shall be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hand

this _____ day of _____, ~~2025~~2026.

SIGNATURES ON THE FOLLOWING PAGE

FOR THE ASSOCIATION: FOR THE AUTHORITY:

~~Katelyn Oldham, CCEA HA Chief~~Graham Hill, CCEA President ~~Negotiator~~

Chair, Board of Commissioners for the Housing Authority of Clackamas County

~~Alex Gonzalez~~Liane Kinnie, CCEA ~~HA Vice-~~President

Recording Secretary

Adam Collier, Clackamas County Chief Negotiator

Addendum 1

While the County is on the Four Day Work Week the terms of the October 2008 Four Day Work Week MOU shall remain in effect.