

Transition
Projects



from homelessness to housing **Council 75**

Transition Projects

and

AFSCME Employees Association Local #88-3,
AFSCME Council 75, AFL-CIO

Collective Bargaining Agreement

July 1, 2019 through June 30, 2022

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Article 1 - Definitions & Recognition

a. Definitions

- **Regular Status** employees are those employees who are expected to be employed and regularly scheduled on an ongoing basis for 20 hours or more per week.
- **Temporary Employee:** Any employee hired on a temporary basis to fill a position for a duration of 180 days or less. Positions that extend beyond one hundred eighty (180) days will be made regular status and filled through the Internal Hire Process.
- **Regularly Scheduled:** means non-temporary assignment to the same location, same position, and same shift weekly for a period in excess of 30 days.
- **Full-Time Employee:** Any employee regularly scheduled to work 37 or more hours per week.
- **Part-Time Employee:** Any employee regularly scheduled to work between 20 or more hours per week but fewer than 37 hours per week.
- **Limited Part-Time Employee:** Any employee regularly scheduled to work less than 20 hours per week.
- **On Call Employee:** An employee whose appointment is on an on-call occasional basis and who, except for brief non-consecutive periods of fewer than 30 days (for example, to cover an employee on vacation), may not be assigned regularly-scheduled hours. On call appointments have no time limit. On call employees may be terminated at any time and have no appeal rights under Article 9 of this agreement.
- **Volunteer:** Any individual that spends time working at Transition Projects but is not employed by the agency or paid by the agency for the work they provide. Volunteer positions can only be used to support rather than replace represented positions.
- **Bargaining Unit:** The entire group of unionized employees working at Transition Projects.
- **TPI Workers United:** The organized union leaders of the bargaining unit (TPI staff) at Transition Projects. Their role is to build union power and boost staff participation in the union at Transition Projects.
- **Union Steward:** Transition Projects union members that have been appointed by the Union as employee representatives and enforcers of the collective bargaining agreement. Stewards file grievances and accompany staff during disciplinary or investigatory meetings.
- **Fair Share Employee:** Any employee that is represented by the union but has not signed an official union membership card to become an official member of the union. These employees do not have

the ability to vote on official union issues, but will be protected by all parts of the collective bargaining agreement. Fair Share employees are still required to pay a fee to the Union equal to the amount of union dues paid by official members but may not be forced to contribute financial support to political or ideological activities unrelated to its duties as exclusive bargaining representative.

b. Recognition

TPI recognizes the Union as the exclusive representative of the regular employees in the certified unit for the purpose of collective bargaining in respect to wages, hours, and other terms and conditions of employment.

TPI recognizes the Union as the exclusive representative for the following employees:

- All regular status employees of Transition Projects, Inc.
- Limited part time employees who consistently work 20 or more hours per week on a regularly- scheduled basis for periods in excess of 30 days and who also work on call hours for TPI shall be treated as regular part-time employees and shall be entitled to all contractual benefits granted to part-time employees. Those who work a total of 37 or more hours per week on a regularly- scheduled basis for periods in excess of 30 days shall be treated as regular full-time employees and shall be entitled to all contractual benefits granted to full-time employees.

Excluded from Representation are: limited part time, temporary employees, volunteers, confidential employees, guards, and supervisors as listed in Appendix B and any others as defined by the National Labor Relations Act (NLRA). If TPI creates new, unrepresented, non-management positions, or changes a represented position to unrepresented, it shall provide the union with details of new or changed positions it considers excluded from the bargaining unit.

In the event of any duplication or of any conflict between the provisions of this Agreement and the Personnel Policies, this Agreement shall control and the Personnel Policies shall have no force or effect.

c. Initial Trial Period

All newly hired employees will serve an initial new hire trial period of six (6) months for the purpose of orientation, training, and initial evaluation. During the initial trial period, the employer may terminate the employee if the employer believes the employee does not meet the necessary criteria for regular employment. Separation of an initial trial period employee shall not be subject to the grievance procedure.

d. Promotional Trial Period

All regular status employees shall serve a trial status period for the first six (6) months of employment in any new position, including reassignments to a different job classification. A temporary employee may not be appointed to more than two (2) different classifications in a twenty four (24) month period.

Article 2 - Union Rights

a. Union Access to Workers

Authorized AFSCME Council Representatives may visit bargaining unit employees on Transition Projects premises on non-work time, (defined as: during the visited employees' breaks and lunchtime). AFSCME Council Representatives may not enter work areas without giving notification to the management staff at the specific TPI location at least 24 hours in advance, absent extenuating circumstances. Transition Projects is not liable for any injuries or damages to persons or property occurring on Transition Projects premises in the pursuit of Union-related business. The Union will be held to the same standard for insurance requirements as other parties using Transition Projects premises.

b. Union Bulletin Boards

The Union will own and maintain suitable bulletin boards in each TPI building to post union information. TPI will provide and install the boards, which must be no smaller than 3x4 feet. A space in each building will be mutually agreed upon by TPI and the Union/TPI Workers United, in an area that is kept accessible to employees but out of view of participants. If the worksite does not have any spaces that are out of view to participants, an exception will be made and a board will still be installed. All union postings to the board shall be factual in nature. Members of management cannot remove materials from or add materials to the Union bulletin board.

c. Union Stewards

Transition Projects union members that have been trained and sworn into office by the Union to advocate on behalf of bargaining unit members shall be known as "union stewards". The names of all union stewards and other Union representatives who may represent employees during the life of this Agreement shall be sent in an email to Transition Projects. This email shall be sent by the Union or the leaders of TPI Workers United within thirty (30) days of the signing of the contract. The Union or the leaders of TPI Workers United will inform the designated HR Representative of any additions to the steward list prior to the time that the employee becomes available for representation as a Union Steward. Any deletions to the steward list will be provided to Transition Projects once known.

Any employees wishing to become stewards shall be referred in an email to the Council Representative and to the designated leader(s') of TPI Workers United.

Stewards may meet with bargaining unit members on Transition Projects premises on non-work time. Should the steward need to meet with a bargaining unit employee or employees on work time, including to investigate a grievance, permission must be requested and received in advance from the Executive Director, Human Resources Director, or their designee at least 24 hours in advance, absent extenuating circumstances. Such permission will not be unreasonably denied. Stewards will be able to meet with employees in private before their disciplinary meetings take place; this meeting shall occur before the disciplinary meeting is scheduled to begin.

d. Paid Time

Bargaining unit employees will not receive compensation from Transition Projects for activities outside of their job descriptions, with the following exceptions:

Bargaining unit employees will be paid for any mutually agreed upon labor/management meetings, contract negotiations, or other activities as described in this agreement. Unless mutually agreed, the number of employees to be released on paid time will be no more than the number of service sites operated by the employer.

This is to include grievance and investigatory meetings provided there is not more than one steward involved. By mutual agreement, a newly appointed steward shall be permitted to attend up to two (2) grievance/investigatory meetings for training purposes. Employees will notify their supervisors in writing (e-mail is acceptable) of such obligations at least 24 hours in advance of the event. Exception to the 24-hour notification requirement can be made for emergencies. Such requests shall not be unreasonably denied.

Stewards working on grievances or representing members during investigatory or disciplinary meetings shall do so on paid time. Only one steward at a time may be paid to attend the same investigatory or disciplinary meeting, unless a new steward attends for training purposes. Both the trainer and trainee stewards will be paid to attend the same disciplinary or investigatory meeting.

Union stewards or Union leaders leading a 30-minute NEO or New Employee Orientation shall be paid for this time by TPI. Transition Projects shall pay union stewards or union leaders meeting with new employees for 15 minutes for this time.

Employees will notify their manager in writing (e-mail is acceptable) of such paid union obligations at least 24 hours in advance of the event. Bargaining unit members are responsible for working with their manager to find coverage. It is ultimately management's responsibility to find coverage if the bargaining unit member cannot. Exception to the 24-hour notification requirement can be made for emergencies. Such requests shall not be unreasonably denied.

e. Union Leave

Bargaining unit members shall be permitted to use up to a combined total of two hundred hours (200) of unpaid leave per fiscal year for the purposes of attending meetings, conventions, trainings or other official Union business. Requests for Union leave must be made no less than fourteen (14) calendar days in advance. Requests shall not be unreasonably denied.

f. Notification to Employer

The Union or leadership of TPI Workers United shall notify Transition Projects of the names of all authorized AFSCME Council Representatives, stewards, and officers of the Union in an email. The Union or the leadership of TPI Workers United is responsible for keeping the list current and submitting changes to the designated HR Representative of Transition Projects as they occur.

Transition Projects will provide the union and the leadership of TPI Workers United with an accurate and up-to-date list of all bargaining unit employees each month on a monthly basis.

TPI Agrees to furnish to the union by the 10th of each month, a listing of the current employees that will include the following fields:

- full name of bargaining unit employee,
- job classification,
- base pay,
- date of hire,
- date of birth,
- home address,
- home phone and email if known,
- employee's job title,
- worksite location(s).
- last job change date

Any changes to existing employees' status such as job title, separations, resignations, leave without pay, retirement, address, or name changes should be included in this monthly report.

g. Right to Membership

Transition Projects agrees not to interfere with the rights of employees covered by this agreement to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union. This is in accordance with federal law via the National Labor Relations Act (NLRA).

h. New Employee Orientation

The union will be permitted to make a 30-minute presentation to new employees at each NEO or New Employee Orientation (and other similar events that involve bargaining unit employees). This presentation shall be for the purpose of introducing attendees to the leadership of TPI Workers United, the council representative, and for making the union available to answer any questions attendees may have, and explaining the role the union plays in representing employees. Union designated representatives attending a NEO will be permitted to do so on work time.

The union will be allowed to meet for fifteen minutes with new employees who do not attend an NEO or New Employee Orientation. Both the new employee and the designated union representative will be allowed to meet on paid time for those 15 minutes. Supervisors of both individuals need to be notified of the meeting 24 hours in advance via email.

Article 3 - Management Rights

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

Article 4 - Non-discrimination & Commitment to Equity

a. Non-discrimination

TPI, the leadership of TPI Workers United, and the Union shall not discriminate against any employee based upon such person's race, color, religion, age, sex, national origin, marital status, familial relationship, sexual orientation, gender identity, veteran status, disability, genetic information, union membership, or any other unlawful consideration. This is in accordance with federal law under Title VII of the Civil Rights Act, Equal Pay Act, Americans with Disabilities Act, Age Discrimination in Employment Act, and Genetic Information Nondiscrimination Act, as well as any applicable state and local laws.

b. Commitment to Equity

TPI is committed to a work and service environment in which all individuals are treated with respect and dignity. Transition Projects will provide staff with annual trainings regarding meeting the expectations of the agency Equity Expectations and Standards.

The Agency Equal Employment and Unlawful Harassment and Discrimination Policy, as stated in Personnel Policies and Practices Handbook, as well as the Agency Equity Standards and Expectations Policy will be used by management as a basis for our operations. Transition Projects will be responsible for enforcing these equity expectations; and in solidarity, the Union will similarly encourage its members to uphold these standards. TPI will investigate all reports of bias, discrimination and harassment. Employees violating the Agency Equity Standards and Expectations will be subject to discipline, up to and including separation from employment.

Participants found committing acts of harassment, hate speech, or discrimination will be subject to the agency's Behavior Expectations and Guidelines, up to and including separation from agency services.

Transition Projects, TPI Workers United, and the Union affirm all people's identities. Each person's identity is their own and it is not for anyone else to question, this includes a person's gender identity.

c. Prohibition of Hate Speech, Discrimination, Prejudicial and Oppressive Acts

TPI, the leadership of TPI Workers United, and the Union will not tolerate harassment or discriminatory behavior by or toward anyone, including management, staff members, participants, volunteers, community members, and community partners.

d. Workplace Attire Policy

Any workplace attire policy that is enforced by Transition Projects shall seek to be non-discriminatory on the basis of gender, religion, race, and other protected class status.

e. Access To Participants

Transition Projects is committed to ensuring that this agency remains a safe place for everyone to receive services. To that end, our agency will not allow any immigration official to enter our worksites or access staff/participant information without a valid warrant signed by a judge or magistrate and confirmed to be present and valid by a member of management.

Article 5 - Dues Collection

a. Union Membership

Eligible Employees have the right to membership in the Union, but membership in the Union shall not be required as a condition of employment. TPI will advise all new eligible employees hired into bargaining unit positions that the Union is the bargaining representative and will advise them of their obligation to pay union dues or fair share fee to the Union. Eligible Employees will also be given a dues authorization form.

To the extent allowable by law, eligible employees may authorize payroll deductions for the PEOPLE Committee by submitting the form provided by the Union. The PEOPLE Committee is the union's political action fund, which acts to elect politicians who advocate for issues that are important to working families, like the need to balance the economy, defend workers' rights, secure workers' benefits, invest in public services, and ensure a secure retirement for all.

b. Union Membership Dues

The employer agrees to deduct union membership dues from the pay of the employees covered by this agreement, each pay period. Deductions shall cease the pay period following permanent appointment to a position, which is excluded, from the bargaining unit.

c. Fair Share Fee

It is a condition of employment that all members of the bargaining unit, who have not signed a union membership card, have an obligation to pay a fair share fee to the Union for the Union's costs in collective bargaining, contract administration, grievance adjustment, and other duties as exclusive bargaining representative.

The fair share fee cost per employee is fixed proportionately at the amount of dues uniformly paid by each member of the Union. This fair share fee amount shall be deducted from each non-Union member's compensation and remitted monthly to the Union. No member of the bargaining unit may be forced to contribute financial support to political or ideological activities unrelated to its duties as exclusive bargaining representative.

The Union agrees to provide fair share fee employees with an adequate explanation of the basis for the fee, and a reasonably prompt opportunity to challenge the amount of the fee as required under the National Labor Relations Act and Board decisions.

The employer agrees to deduct a fair share fee each pay period from any member of the bargaining union unit who has not joined the union within 30 days after becoming an eligible employee of the bargaining unit.

d. Right to Organize

Employees shall have the right to self-organize, to form, join or assist labor organizations or to refrain there from, to bargain collectively through representatives of their own choosing. There shall be no discrimination exercised against any employee covered by this Agreement because of their membership or union activities.

e. Union Notification Obligation

The union will make dues authorization forms signed by union members available to TPI. The union will also notify the payroll office periodically of eligible employees who have authorized dues deductions or whose authorization has been cancelled or terminated consistent with the agreement(s) between the union and union member. The union shall also provide the payroll office and Human Resources thirty (30) days' advance notice of a change in the amount of dues, fair share amounts, and payments in-lieu-of dues.

f. Objections

The union expressly agrees that it will safeguard the rights of non-association of employees, based upon bona fide religious tenets or teachings of a church or religious body of which such employee is a member. Such employee shall pay the in-lieu-of-dues payment to a non-religious charity mutually agreed upon by the employee making such payment and the union, or in lieu thereof, the employee shall request that such in-lieu-of-dues payment be not deducted and shall furnish written proof to the union and the employer, when requested, that this has been done.

g. Indemnification

The union agrees that it will indemnify, defend and hold the employer harmless from all suits, actions, proceedings, and claims against the employer or persons acting on behalf of the employer, whether for damages, compensation, reinstatement, or any combination thereof, arising out of the application of this Article.

In the event any decision is rendered by the highest court having jurisdiction that this Article is invalid and/or that reimbursement of the service fee (fair share) must be made to employees affected, the union shall be solely responsible for such reimbursement.

h. Holder of Record

During the life of this Agreement, the union will be the holder of record for union membership and will notify TPI about eligible employees who have become members of the union.

i. Quarterly Audit

The employer agrees to run an audit comparing the full list of all represented bargaining unit employees with the list of employees who have authorized union deductions as provided for electronically by the union. This audit shall take place at least quarterly or as mutually agreed upon in writing by the parties.

Article 6 - Copies and Distribution

a. Collective Bargaining Agreement

TPI and the Union will share equally the cost of preparing sufficient copies of this Agreement to distribute one copy to each covered employee, one copy for the Council Representative, one copy to each member of the TPI Board of Directors, one copy to each TPI manager, one copy to each TPI supervisor, and five additional copies made available to the Union President and Executive Director. TPI will notify the union and the leaders of TPI Workers United of new employees hired into bargaining unit positions within fourteen (14) calendar days of their hiring. New employees will be provided a copy of the contract as well as contact information for the AFSCME Council Representative within fourteen (14) calendar days of hire.

b. TPI Personnel Policies & Procedures

The designated HR Representative will give all new employees a current copy of all TPI Personnel Policies and Procedures within fourteen (14) calendar days of hire. The employee's manager will make program specific Policies and Procedures available at the employee's workstation. The AFSCME Council Representative will be provided a current copy of all TPI Personnel Policies and Procedures with the signing of the contract and whenever the TPI Policies and Procedures are changed.

c. The Green Alternative

The option to receive digital copies of the Collective Bargaining Agreement and the TPI Personnel Policies & Procedures will be offered to all staff. Staff that chose to be green will be provided a digital copy of these documents in place of a physical paper copy. The same time deadlines apply, regardless of whether the employee chooses a digital or paper copy.

Article 7 - Labor Management Committee

a. LMC Membership

The parties agree to the establishment of a joint Labor Management Committee (LMC). The committee will be comprised of three (3) members, one (1) alternate representing TPI Workers United, three (3) representatives, and one (1) alternate representing Transition Projects. Both parties will select their respective committee members. The committee will nominate co-chairs, including one from TPI Workers United and one from Transition Projects. The co-chairs are responsible for setting the agenda and facilitating LMC meetings. The individual that facilitates the committee meetings will be on an alternating basis.

b. Meeting Times

The committee shall meet monthly and upon agreement may meet at any other time. Healthcare related meetings will occur at least 4 months in advance of the agency benefit enrollment deadline, and the committee will meet as many times as is necessary to come to conclusions on which plans to propose to the board.

c. Agenda

Each party will submit items for the agenda at least three (3) calendar days prior to the scheduled date of the meeting.

d. Purpose

The committee is a vehicle for communication and problem solving of issues and will have as its purpose the promotion of harmonious labor/management relations. The committee will work together towards mutually agreeable solutions to agency problems that concern staff. This committee will also have the task of selecting healthcare plans.

e. Training

If the committee as a whole determines that training is necessary for its members, training will be arranged on paid time.

f. Compensation

The members of the Labor Management Committee will be on paid time during all meetings.

g. Benefits

At least 120 days prior to the benefit renewal date, the Labor Management Committee shall meet to discuss and review information about the upcoming renewal options. In the event of benefit plan design changes or significant rate increases, the Labor Management Committee may at its option make recommendations as to the makeup of the benefits provided (medical, vision, alternative, and

dental coverage) and the selection of benefit providers. Transition Projects, Inc.'s broker and/or benefits agents of records may be invited to participate. The Labor Management Committee may meet within the next 30 days to review feedback from the membership and will make a final recommendation no later than 45 days prior to the benefit renewal date. Selection of brokers, agents, and benefit providers is a management right. The Labor Management Committee membership will by mutual agreement select specific benefit plans from among those submitted for consideration.

Article 8 - Discipline and Separation

Discipline is designed to correct performance-related problems so that employees have the opportunity to improve their performance and in doing so avoid separation. Discipline will be administered in a corrective and progressive way, which may include a verbal warning, a written warning, probation, suspension without pay, and separation from employment.

The disciplinary action taken by management will depend upon the seriousness of the employee's misconduct as well as the nature and frequency of the misconduct and any previous acts of misconduct. Employees will not be disciplined without just cause.

Prior to any discipline being imposed, the employee must be provided notice of the charge(s) or complaint(s), as well as notice of their right to request that a steward be present before any discipline takes place. The employee must be given an opportunity to respond to the charges in a disciplinary meeting.

It is up to the employee to arrange for representation. The manager or supervisor can extend the timing of the meeting by a maximum of two (2) business days to allow an employee to identify an available representative. The person who is disciplining the employee, the employee being disciplined, and a steward of the employee's choosing, if there is one, will work together to arrange a time when the disciplinary meeting can take place.

If Transition Projects has reason to discipline an employee, every reasonable effort will be made to accomplish the discipline in such a manner that will not embarrass the employee before other employees, guests, or the public.

a. Non-Disciplinary Performance Corrections

Wherever possible, management will take non-disciplinary measures to support staff before taking more formal disciplinary action. Non-disciplinary performance-correcting procedures should not be used in extreme circumstances where:

- The safety of participants, employees, community partners, or volunteers is put at risk
- Acts of prejudice are committed against staff or participants.

1. Coaching: Coaching is any discussion with an employee designed to help the employee identify and remedy problems in skills, attendance, abilities, attitude or work performance.

Coaching may be used as often as management deems appropriate, but is not considered discipline and shall not be placed in the employee's personnel file.

Coaching is not the same as a verbal warning. It will be used whenever possible before taking more formal action. It may be used as often as is prudent.

2. Performance Improvement Plans (PIPs): Performance Improvement Plans, are written plans created by a manager or supervisor to support an employee that needs to improve their performance. PIPs are not a form of discipline, but can be used in addition to discipline when necessary. A PIP identifies multiple tools and tactics that the staff member can use as well as concrete actions they can take to improve their performance. PIPs will be used whenever possible before taking more formal action. It may be used as often as is prudent.

b. Just Cause

If the bargaining unit employee has successfully completed their initial or promotional trial period, the manager must demonstrate just cause before implementing discipline or separation. More information about Just Cause is included in Appendix C.

c. Formal & Progressive Discipline

Transition Projects will follow the principles of progressive discipline, making an effort to assist employees in remedying problem areas. Any of the following types or combinations of disciplinary action may be used and need not be used in the order listed below, depending on the seriousness of the infraction. Suspension without pay and separation from employment may be used only after authorization by the Executive Director, or their designee.

- 1. Verbal Documented Warning:** A verbal documented warning is a formal disciplinary conversation that provides notice to the employee that their behavior or performance must be improved. It defines the area(s) where improvement is needed, sets goals, and informs the employee that failure to improve may result in more serious disciplinary action. This step can be taken as often as prudent.

The verbal documented warning will be used for employee misconduct which does not endanger the safety or well-being of the participants, other staff, or the agency, and which has not occurred frequently.

A verbal documented warning does not always occur when a manager discusses an issue with an employee. It is not the same as coaching or a casual discussion with a staff member.

A written summary of the verbal documented warning shall be placed in the personnel file. Electronic copies of this document will be provided to the employee and any steward present at the disciplinary meeting at the time that it is placed in the employee's personnel file.

- 2. Written Warning:** A written warning is a formal notice that performance or behavior must be improved. It contains the same elements as a verbal warning. When appropriate, it may be used in conjunction with a Performance Improvement Plan (PIP).

Written warnings are used when an act(s) of misconduct jeopardizes the safety or well-being of participants, other staff, or the agency. Written warnings may also be used for repeated instances of misconduct.

The written warning shall be signed by the employee, union steward (if present) and manager to acknowledge receipt of the written notice. Signing a written warning does not indicate support or approval of the discipline.

A copy of the written warning and any PIPs will be given to the employee and to any Union Steward or representative present at the meeting. A copy will also be placed in the employee's personnel file. The employee will be notified by the manager of the opportunity to respond to the warning in writing and this response will be placed in the file.

- 3. Performance Probation:** Performance probation is a period during which an employee must show improvement in job performance or it could result in discipline or separation of employment

This is a more extreme measure of discipline than a written warning, and not the same as an initial new employee trial period or promotional trial period. Performance probation may not exceed ninety (90) calendar days. When a manager places an employee on performance probation, there must be a written notice describing the cause for the probationary status, an objective and measurable means of determining the necessary improvement in the employee's behavior, and a deadline for making such improvements.

The written notice of a performance probation will be formal notification to the employee of pending separation from employment at Transition Projects should behavior not change or performance improve. The written notice of the performance probation shall be signed by the employee and the manager and supervisor to acknowledge that all parties have received and reviewed the written notice of the performance probation. A copy of the written notice for performance probation will be emailed to the Council Representative and will be handed to the union steward that attends the disciplinary meeting.

If the conditions of performance probation are satisfactorily met within the performance probationary period, the improvement will be documented in writing and given to the employee and the Union, as well as placed in the employee's personnel file.

- 4. Suspension with Pay for Investigatory Reasons:** Suspension with pay is not considered discipline but it might lead to discipline. An employee may be suspended with pay to allow the Manager, Human Resources, Executive Director, or their designee to conduct an investigation into allegations of serious misconduct.

The employee must be provided notice of the charge(s) or complaint(s) that are being investigated and placed on suspension with pay.

If it is found that the employee is free of misconduct, the employee will be reinstated. If the employee has acted improperly the appropriate disciplinary action will be taken. Regardless of the outcome of the investigation, employees will be paid for time that they are suspended for investigatory purposes.

- 5. Suspension without Pay as a Disciplinary Action:** An employee may be suspended without pay as a disciplinary action for serious or repeated misconduct. Suspension without pay can last no longer than 7 days.
- 6. Separation of Employment:** Separation from employment may be used only after the manager or supervisor receives signed authorization by the Executive Director, or their designee. Separation of employment will not be used as a disciplinary measure in conjunction with, or immediately following with suspension without pay.
- 7. Immediate Separation from Employment:** Immediate separation from employment may be used only after the manager receives signed authorization by the Executive Director, or their designee. The following are examples of conduct, which may result in immediate dismissal without prior discipline or warning.

This list is not exhaustive:

- Obtaining employment on the basis of false or misleading information.
- Theft
- Gross insubordination, defined as flagrant or extreme refusal to follow a directive when the refusal is unrelated to a union workplace action or concerted activity.
- Disorderly conduct.
- Falsification of any reports or records.
- Violation of professional boundaries between staff and participants.
- Behaving in a manner that harms, seriously endangers, or threatens to endanger participants, staff, guests, volunteers, or agency property.
- Coming to work intoxicated; under the influence of alcohol, and/or unauthorized prescription or other drugs: Under any of these three conditions, to retain employment with Transition Projects, the employee must immediately enter alcohol/drug treatment. The employee can begin employment again when the alcohol/drug treatment process is completed successfully to the point where the employee, the employee's alcohol/drug counselor, and the manager all agree that the employee is ready to begin work. During the time when the employee is not working, the employee's accrued sick and vacation time will be utilized. The employee may receive unpaid leave time to complete the alcohol/drug treatment process. The employer is not obligated to provide this remedy more than once; subsequent similar events may result in discipline up to and including separation of employment.

If the employee's initial trial period has been successfully completed, Just Cause must be demonstrated by the manager or supervisor for separation.

f. Procedure for Disputing Discipline:

Any bargaining unit employee that receives disciplinary action or is separated from employment may challenge that disciplinary action through the grievance procedure. The grievance procedure shall be the sole and exclusive procedure for resolution of any discipline or separation.

If the grievance procedure finds that discipline was not given for Just Cause, that it was excessive, or that it was applied unequally, the employee will be reinstated, made whole, and have their record cleared and/or have the appropriate discipline imposed.

g. Personnel Files

An employee may request to review their personnel file, and to have stale documents removed. Discipline will become stale after two (2) years from the discipline being imposed if no additional discipline of a similar nature has been received.

Article 9 - Settlement of Disputes

a. Stewards and the Processing of Grievances

Union Stewards are union-represented employees that have completed the steward training offered by AFSCME and have been sworn into office. The rights, responsibilities, and powers of the Union Steward are outlined in Article 2: Union Rights. The responsibility of maintaining a list of active Union Stewards is also outlined in Article 2: Union Rights.

b. Information Requests

Union Stewards, Council Representatives, and the agency have the right to access information pertaining to grievance investigations, potential grievances, or a grievance at any stage of the grievance procedure.

Stewards and Council Representatives may send an email to the designated HR representative requesting access to any relevant information that management has. All parties are required to respond without excessive or unreasonable delay.

If an information request is submitted to HR before a grievance is submitted, the allotted time that Union has to move from step to step will be extended the number of calendar days that it takes HR to provide the Union with the requested information.

Employee and Union will keep the information received via information requests as confidential as possible, consistent with carrying out their duties to investigate the alleged grievance. Employee and Union will not retaliate against any Transition Projects employee(s) who have provided information during the Employer's investigation and/or who provide testimony at any stage of the Grievance process.

c. Grievance Procedure

A grievance is defined as a dispute regarding the application, meaning, or interpretation of the Agreement or regarding an alleged violation of a specific term or terms of this agreement. A grievance that does not involve the interpretation or application of the specific provision of this Agreement or fails to meet the time limit for filing a grievance will not be processed beyond the initial step. If the grievant chooses, a representative of the Union may represent them at each or any step of this procedure.

The time limits set forth in this grievance procedure may be waived by mutual written agreement of the parties, and such waiver shall be freely given to accommodate the needs of the parties at any step of the grievance.

Any claim based on a failure to meet these time lines must be asserted at the step following the alleged failure, or it is waived. If the employee or the Union fails to meet one of the timelines for pursuing the grievance, the grievance will be deemed withdrawn and will not be processed no further.

In cases of probable sexual harassment or hostile work environment situations employee should report to the member of HR or a member of the Senior Leadership Team to allow the agency to start an immediate investigation, as per the Unlawful Harassment Policy. Employee does not have to follow the grievance steps in these situations, as this would unnecessarily delay the investigation.

d. Escalator Clause

If a supervisor or manager fails to respond to the grievance in the allotted time, the Union and the employee may move the grievance to the next step of the process.

The Union and the agency agree that it is in their interest to resolve any grievance at the earliest possible step. In an effort to further this goal, the Union agrees that in the interpretation of the provisions of this Agreement and in grievance adjustments, just consideration will be given to the need for efficient operation of Transition Projects, Inc. so that the agency may continue to serve its participants.

All matters involving loss of compensation or an employee, who is separated from employment, will be advanced to Step Three of the grievance procedure.

e. Grievance Steps

Step One - Informal Level

It is the intent of the parties that an employee promptly attempts to resolve any grievance informally with their supervisor or manager.

Step Two - Management Level

If the grievant is unable to resolve the grievance at Step One, the Union or the person, with notice to the Union, may file a grievance in writing with the appropriate supervisor or manager within fourteen (14) calendar days of the alleged breach of Agreement, or the date the grievant reasonably should have known about the alleged breach. The written grievance shall include a) a statement of the grievance and any relevant facts; b) the provision(s) of the Agreement alleged to be in violation; c) the remedy sought.

The supervisor or manager shall respond in writing to the grievant, with a copy to the Union, within fourteen (14) calendar days after the receipt of the grievance.

Step Three - Executive Director Level

If the grievance remains unresolved at Step Two, the grievance may be presented to the Executive Director of Transition Projects, Inc. within fourteen (14) calendar days. The Executive Director shall respond in writing to the grievant with a copy to the Union within fourteen (14) calendar days after the receipt of the grievance.

Step Four - Mediation Level

If the grievance remains unresolved at Step Four, the Union will present notice to the Executive Director that Mediation is requested. A certified federal mediator or other person who will be agreed upon by both sides will provide mediation. Cost of mediation will be split evenly between Transition Projects, Inc. and the Union. Up to two mediation sessions will be held. The first session will meet within fourteen (14) calendar days after the receipt of the notice. The second, if necessary, will meet within fourteen (14) calendar days of the first session.

The parties will contact the Federal Mediation and Conciliation Service (FMCS) for mediation services. Upon mutual agreement, the parties shall meet as promptly as possible with a mediator assigned by FMCS to determine if a mediated settlement can be reached to resolve the grievance.

Step Five - Arbitration

In the interest of time and efficiency, parties agree that the mediation and arbitration application can start simultaneously, in order to expedite the decision-making.

In the case where the Union requests arbitration while mediation is pending, the parties will proceed with steps to obtain the arbitrator list, select the arbitrator, and retain the arbitrator for a date at least four (4) weeks following the final scheduled mediation session.

If the grievance is not resolved through prior steps, the Union may advance the grievance to arbitration by giving notice to the Executive Director within thirty (30) calendar days of the last day of mediation. The arbitrator shall be selected by TPI and the Union as follows:

If the parties are unable to agree on an arbitrator, they will request a list of seven Oregon arbitrators from the Oregon Employment Relations Board (ERB) and will alternatively strike off this list until one-name remains, who shall be the arbitrator. Unless the parties mutually agree, compensation for the arbitrator shall not exceed \$5,000.00 (five thousand dollars).

Should the selected arbitrator decline the selection to hear the arbitration case as outlined in Step Five, the parties will agree to exclude the costs of travel, court reporters, and other expenses as part of the arbitrator's compensation restriction as outlined. If the arbitrator still declines the arbitration case with these considerations, the next arbitrator (last one struck) will be utilized and so on until an arbitrator is selected and the selected arbitrator accepts the arbitration case.

Should every arbitrator in the list provided by the ERB decline the arbitration case, a new list will be requested from ERB with seven (7) new arbitrator on the list within seven (7) calendar days of determining a new list is needed.

f. Arbitration Procedure:

1. The Arbitration Hearing shall be held at the Portland, Oregon office of AFSCME Council 75 or other mutually agreed upon location.
2. The parties and the arbitrator shall endeavor to complete the hearing within one (1) day,

and the arbitrator shall issue a written award within ten (10) business days after the hearing is completed.

3. The parties shall disclose to one another and exchange copies of their respective hearing exhibits, exhibits lists, witness lists and proposed issue statements at least five (5) days before the arbitration hearing. Additional exhibits and amended lists may be exchanged up to 48 hours in advance of the hearing. No witnesses or exhibits may be presented at hearing unless timely disclosed and exchanged ahead of time, other than for rebuttal or impeachment purposes.
4. Unless mutually agreed otherwise, attendance at the arbitration hearing will be limited to the arbitrator and three members from each party, including the grievant. Witnesses are allowed only while testifying.
5. Stenographic or other recording will be allowed. Compensation for said recording is the responsibility of the party requesting the recording.
6. Each side may give a presentation starting with TPI. All witnesses must affirm that they shall give only truthful testimony to the arbitrator.
7. Each side may cross-examine a witness after they are presented.
8. Each side will be able to give a final argument, starting with TPI. Each side may address its position and the award they are asking the arbitrator to issue.
9. The arbitrator may ask questions at any time during the hearing or ask for additional information. If this is done, both sides will be allowed to address the question or request for more information.
10. The arbitrator shall exercise discretion in conducting the hearing and shall resolve any procedural questions.
11. There shall be no written opening statements, hearing memos, post-hearing briefs or other written submissions of like kind.
12. After closing arguments, the arbitrator shall issue a written award within twenty one (21) calendar day. The award shall be in writing and shall be signed. If the arbitrator determines that an opinion is necessary, it shall be in summary form.
13. The arbitrator's decision shall be final and binding on both parties. The losing party shall pay the arbitrator's fee and expenses, not to exceed \$5,000.00. Except as may otherwise be mutually agreed, all other expenses shall be borne by the party incurring them.

If either party intends to file any National Labor Relations Board (NLRB) action under NLRA against the other party, including petitions, it shall give that party an advance written notice of such intent to provide the parties with a reasonable opportunity to resolve an issue prior to the filing of the charge.

Article 10 - Layoff, Recall, and Reorganization/Restructure

A layoff is a separation from regular status employment or a significant reduction of work hours (a reduction of four (4) or more hours per week) initiated by TPI due to a lack of work, insufficient funds available to maintain the current work force, elimination of a given function, or elimination of a program. TPI will determine whether a layoff is needed.

a. Bumping

An employee who is laid off shall have the right to bump the least senior employee in the classification whose position the laid off employee is qualified to perform without further training.

b. Notice of Layoff

Should a layoff be necessary, TPI will give the employees to be laid off and the Union as much notice as possible and practicable, and, at least fourteen (14) days' notice.

c. Responding to Recall

Employees in layoff status must notify TPI in writing as to their current address and telephone number. This notice shall be updated by the employee in the event of any change. The employee shall advise TPI when the employee is no longer available for recall. A failure to notify TPI of a temporary or permanent change of address or telephone number shall terminate the employer's requirement to notify the laid-off employee as to positions available.

d. Layoff-Recall Status

An employee who has been laid off shall be recalled in seniority order, with the most senior being recalled first, provided that person is qualified to perform the duties of the position. Laid off employees will remain in layoff-recall status for a period of eighteen (18) months following their effective date of layoff. A laid off employee shall be ineligible for recall if a majority of the sections in the employee's performance evaluation include a rating of Improvement Needed.

Employees in the layoff-recall status shall be recalled to their former classification if a vacancy occurs while the employee is in the layoff-recall status. If an employment position becomes available and more than one laid off employee in the layoff-recall status has held that classification, then the laid off employee in the layoff-recall status with the longest length of service with the agency will be recalled first.

Any offer of recall to the employee for their former classification will be sent to the employee's mailing address and personal email address on file with Human Resources. In addition, a phone call shall be made and a message left with the information about the recall and how the employee should return the call with the phone number for contacting HR. Any employee who fails to accept a recall position within fourteen (14) days of the date of receipt of the mailing will be treated as if the employee has voluntarily terminated the employment relationship. An employee in recall status may

decline to accept a position and still remain in recall status only in the event that the hours of the offered position are substantially different from those of the position they held prior to layoff, for example a different shift.

Employees will report to work not later than fourteen (14) days after accepting a recall position, or they will be considered to have voluntarily terminated the employment relationship. Laid off employees in the layoff-recall status may participate in TPI's Internal Hire Process, but will not receive any special notification of job openings except as noted above. An employee in the layoff-recall status shall be entitled to consideration for any open position or new position with TPI in the Internal Hire Process.

Appeals to any decision regarding employee qualifications, skills and abilities in a layoff or recall situation will be made through the grievance procedures.

Seniority/length of service with TPI shall be defined as the total length of continuous service as a regular status employee, including any time spent on an approved paid leave of absence or approved FMLA leave or any other legal leave of absence. Temporary status employees shall be given seniority/length of service credit for all continuous, contiguous service performing duties consistent with work done by members of the bargaining unit. Seniority/length of service shall not include any time the employee spends on layoff or non-paid status.

e. Reorganization/Restructure

The Agency has the right to close or liquidate any office, branch, operation, department, division, program, facility or combination of facilities, or to relocate, reorganize, or combine the work of departments, divisions, programs, offices, branches, operations or facilities, for budgetary or other reasons.

Should the Agency plan a reorganization or restructuring, it will notify affected employees and the Union at least fourteen (14) days in advance of implementation of such changes. The notification will outline the changes planned and discuss the rationale for them. This notification will allow the Union to determine if it wants to offer input regarding the changes.

Should the Union want input into the department change, it shall present a timely presentation of concerns to TPI. Nothing in this article is intended to negate the rights of either party regarding "conditions of employment" as required under the National Labor Relations Act.

Employees will be allowed to request union representation at meetings regarding the layoff if so requested.

Article 11 - Paid Time Off

a. Holidays

- a. Paid holidays for bargaining unit regular and trial status employees will be those listed below and any other day designated by the Transition Projects Board of Directors.

New Year's Day	January 1st
Martin Luther King Day	3rd Monday in January
Presidents Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November/day after Thanksgiving
Annual Holiday (1 day)	To be used between January 1 st and December 31 st

Holiday pay is paid at the employee's current pay of rate. Annual holiday day is not subject to pay out when employee leaves the agency or transfers into a non-benefit eligible category.

a. Holiday Scheduling

Paid Holidays on Saturday are observed on Friday; paid holidays on Sunday are observed on Monday. Otherwise, all paid holidays are on the named day.

Should a paid holiday fall on a regularly scheduled day off, during an employee's vacation or when the employee works the holiday, the employee may bank the paid holiday hours for later use. Employees shall not accrue more than 24 hours of unused holiday time off

Working a holiday or taking time off as provided in this section will be by agreement of the employee and management.

Employees must request to use their Annual Holiday in the same way in which they would request Vacation time. If it is not used by December 31st, it will be paid out in the next pay period.

b. Holiday Proration

Regular and trial status part-time bargaining unit employees shall receive prorated holidays on a percentage of hours actually worked basis.

Holiday pay shall not exceed eight (8) hours per holiday for all employees.

b. Sick Time

a. Accrual of Sick Time

Represented full-time employees will earn sick time based on actual hours worked, up to eight (8) hours per month of paid sick time. Sick leave will not be accrued for overtime worked. Part-time represented employees receive sick time prorated as a percentage of actual hours worked, up to 8 hours per month of paid sick time. Accumulated sick time may be used during the initial and promotional trial periods.

b. Using Sick Time

Employees may use sick time for the purpose of improving the employee's physical, mental, or emotional well-being. Employees who are ill will make a reasonable effort to call and inform management of their illness as soon as possible but at least two (2) hours prior to the start of their shift. In the event that the member of management cannot be reached, the employee must contact an employee on duty in their program or service site to report in sick. The employee will follow any additional policies established by their department. If an employee calls in sick for more than three days or has a pattern of sick time use of shorter duration, they may be required to provide medical documentation of their illness.

A notice of less than two (2) hours might lead to a discipline with the exception of verifiable emergencies that might make it physically impossible for an employee to call the supervisor or manager.

If an employee has exhausted all sick and vacation time and is not on an authorized leave of absence or a legally protected leave (FMLA, OFLA, etc.), absences may be considered unauthorized and may lead to disciplinary action.

c. Suspicion of Sick Leave Abuse

Prior to taking any action concerning sick leave abuse, the supervisor or manager will notify the employee that their sick leave usage appears to be excessive or improper, with the exception of legally protected time off. The employee may then provide supporting documentation regarding their sick leave use, including for partial days off. The employer may then work with the employee in a cooperative effort to address, and as necessary, remedy the problem.

d. Sick Time Maximum Accruals

At the rate of eight (8) hours a month, based on hours actually worked, covered employees will earn up to 96 paid sick hours a year. Sick time is earned on the basis of hours actually worked. Accrual is calculated in the same manner as vacation time. No more than 140 hours of sick time may be accumulated by an employee. The employee may carry up to 140 hours of sick time from year to year. Employees leaving TPI will not be compensated for unused accrued sick time.

e. Sick Time Pay

Sick Time will be paid at the employee's current rate of pay at the time of payment or use. If an employee changes positions from a benefit-eligible position to non-benefit eligible, the

employee will retain the current sick time balance.

c. Mental Health Days

Transition Projects recognizes the importance of employee self-care and mental well-being. **Mental Health Days are days that are allowed to be taken out of the sick time balance without a proof of a medical condition.** All employees may use one (1) paid mental health day every quarter. Mental Health days may be scheduled in advance with the approval of management or they may be used by the employee with at least 2 hours of advanced notice. They are used the same as a sick call or with prior approval of the supervisor or manager. A mental health day can be used in conjunction with vacation time.

d. Paid Bereavement Leave

Paid bereavement leave of up to three (3) days plus two (2) days travel time if the funeral is over 300 miles from the employee's home is available to employees upon the death of an immediate relative.

An immediate relative is defined as a:

1. Parent
2. Current parent in-law
3. Step parents
4. Guardian (defined to mean a person who functioned in a significant parental relationship for an extended period with the employee when the employee was a minor child.)
5. Grandparent
6. Sibling
7. Current sibling in-law, son or daughter in-law
8. Child
9. Step children
10. Spouse
11. Domestic partner

e. Jury Duty Leave

Employees subpoenaed for jury duty must notify their manager or supervisor as soon as possible so that coverage can be arranged. Transition Projects will pay the difference between any compensation for witness or jury duty and the employee's regular rate of pay for up to three (3) days. A statement of earnings from the Court must be submitted to payroll in order to receive payment. Should the obligation extend beyond three (3) days, employees may use accrued leave or request unpaid time off for the period exceeding three (3) days. Individuals who are on call for jury duty are expected to report to work should they be dismissed for the day during their regular working hours.

Transition Projects views jury duty as a fundamental responsibility of citizenship. However, if it is felt that the employee's absence would create an undue hardship on the employee or on the organization, the organization may request (with the employee's full and willing agreement) that the employee be excused from jury duty.

f. Witness Duty Leave

Employees who are required to appear in court or in a state or federal administrative proceeding to testify under subpoena or court order must notify their manager or supervisor as soon as possible so that coverage can be arranged. Transition Projects will pay the difference between any compensation for witness or jury duty and the employee's regular rate of pay for up to three days. A statement of earnings from the Court must be submitted to payroll in order to receive payment. Should the obligation extend beyond three days, employees may use accrued leave or request unpaid time off for the period exceeding three days.

Employees appearing in court on behalf of Transition Projects will be on a paid time/duty status.

g. Vacation

a. Accrual of Vacation Time

From the first day of employment, full-time and part-time employees will earn paid vacation time based on hours actually worked at the following rates:

Years of Employment Vacation Hours (per year) (From Date of Hire)

1 st Year	80 Hrs/Yr (calculated as .0437 per hour actually worked)
2 nd Year	88 Hrs/Yr (calculated as .0482 per hour actually worked)
3 rd Year	96 Hrs/Yr (calculated as .0529 per hour actually worked)
4 th - 9 th Year	120 Hrs/Yr (calculated as .0670 per hour actually worked)
10+ Years	160 Hrs/Yr (calculated as .0913 per hour actually worked)

b. Utilization of Leave

Both full time and part time employees will earn vacation time as a percentage of, or hours actually worked. Employees will not be permitted to use their accumulated vacation time until they have completed their six (6) month initial trial period.

c. Vacation Requests

Vacation time must be requested via the payroll program with at least 14 calendar days' worth of advanced notice. Supervisors and managers will only deny vacation requests if there would not be sufficient staff on duty to meet participant or agency needs. If the supervisor or manager denies a vacation request, for the above reason, the supervisor or manager must find an agreeable alternate time for the employee to take their vacation within the following three months. Vacation requested and denied will not be lost if the employee reaches their maximum accrual as a result.

d. Approval of Vacation Requests

Vacations approved by the supervisor or manager via the payroll program shall be a firm

commitment to the employee. In deciding between various employees' requests for vacation time when not all requests can be approved, supervisor or manager shall first consider the following variables:

1. First, the impact on TPI of each employee's absence;
2. Second, the earliest request received by management via the payroll program shall be given priority;
3. Finally, employees with the most seniority shall receive priority.

Authorization for vacation time will not be granted more than six (6) months in advance of the vacation date. Once a supervisor or manager has received an electronic vacation request via payroll program, a written or electronic response must be given to the employee within fourteen (14) calendar days of the supervisor's or manager's receipt of the request.

Employees will not accrue more than the one and a half (1.5) of annual allotment of vacation time. Holiday accrual is not considered as vacation accrual and will not be considered for this limit. Once employee reaches the maximum accrual, further accruals will be halted until the employee uses some of the vacation time. Employees leaving Transition Projects employment will be compensated for accrued and unused vacation time.

It is employee's responsibility to monitor the vacation balance and plan vacation requests in a timely manner.

e. Vacation Pay

Vacation will be paid at the employee's current rate of pay at the time of payment or use. If an employee changes positions from a benefit eligible position to non-benefit eligible, the employee will be paid out the accrued but unused vacation hours

Article 12 - Unpaid time off and leaves of absence

a. Statutory Leave Entitlements

Transition Projects will comply with all provisions of OFLA, FMLA, USERRA, and any other statutory leave requirements. Employees anticipating such events should confer with the Human Resources Director for procedural instructions within timeframes established by law. Employees in any of the above leave statuses continue to accrue seniority.

b. Authorized Short Term Unpaid Time Off

The employee's supervisor or manager may authorize unpaid time off up to five (5) calendar days per calendar year. Unpaid time off that is more than five (5) calendar days and is not a statutory leave will be considered a "Leave of Absence without Pay". Employee must follow all policies and procedures for requesting time off. If granted, employees shall work with the supervisor or manager to arrange for coverage.

c. Authorized Leaves of Absence Without Pay

Unpaid time off in excess of 5 days per calendar year is subject to exception, and to be reviewed and approved by the Director of Human Resources, with the exception of legally required leaves of absence.

Regular employees may request unpaid leaves of absence for up to a cumulative ninety (90) calendar days in any eighteen (18) month period. The Human Resources Director must review and approve all requests for unpaid leaves of absence. Among the factors that determine whether the request will be approved are:

- The reason for the request;
- Employee's length of service;
- Performance, attendance, safety, and disciplinary history and/or records;
- Any previous leaves of absence (and the length/purpose of such leaves);
- Customer service obligations of requesting employee's department, location, and/or job;
- Level of hardship the absence would cause to the staffing needs of the department;
- Employee's commitment to return to work immediately following the leave

An unpaid leave of absence which has been granted for fewer than 90 calendar days may be extended to 90 days, if the extension is requested a minimum of seven (7) calendar days prior to the expiration of the original leave and the reason for the request meets the above standards. Employees must use all earned vacation pay prior to going on unpaid status. Employees on unpaid leave of absence do not accrue seniority during the period of absence. Employees may continue their selected healthcare coverage at our group rate at their own expense as per COBRA regulations. Upon conclusion of the leave of absence, reinstatement will be fulfilled per the layoff provisions of this Agreement.

If employee exceeds the 90 days of authorized leave, TPI may separate employment under “unable to return to work” reason. Employee will lose the right to automatic reinstatement.

d. Unauthorized Time off / Leaves of Absence

Unauthorized time off and leaves of absence that are not covered by statutory leave entitlements or is not a TPI approved unpaid leave of absence, are subject to progressive discipline, up to and including separation.

Article 13 - Savings Clause

Should any article, section, or portion of this agreement be held unlawful or 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 to negotiate a substitute, if possible, for the invalidated article, section, or portion thereof.

Article 14 - Strikes and Lockouts

The Union and its members, as individuals or as a group, will not initiate, cause, permit, participate in, or join in any strike, stoppage, slowdown, sympathy strikes, picketing, or other restrictions of work either at the Employer's premises or the premises of customers, suppliers, vendors, or subcontractors whom the Employer serves, during the life of this Agreement. Lockouts, strikes, stoppages, slowdowns, and or other restrictions of work will be a violation of this Agreement.

In the event of a strike, stoppage, slowdown, sympathy strikes, picketing, or other restriction of work in any form, during the life of this agreement, the Union will immediately, upon notification, attempt to secure an immediate and orderly return to the job.

Disciplinary action, up to and including separation, may be taken by the employer against any employee engaged in a violation of this article.

Nothing in this Agreement prevents employees from exercising rights under the law to engage in concerted activity, including informational picketing.

Article 15 - Hours of Work, Rest Periods/Breaks, Meal Periods

a. Work Period

Unless otherwise scheduled, a standard workweek is 40 hours and the standard shift is 8 hours per day. Employees scheduled to work 6 or more hours in one shift are eligible for a paid, 30-minute meal period.

b. Rest Periods/Breaks

Rest periods/breaks are as provided by law. Each employee shall be allowed a paid rest period/break, not to exceed 15 minutes for each half-workday (4 hours or more). Rest periods/breaks shall be allowed as near to the middle of each half-workday as possible, and shall be scheduled so that the programs are staffed at all times. Rest periods may not be accumulated or used to shorten the workday. Employees are expected to communicate and coordinate with their co-workers prior to taking a rest period. Managers are responsible for ensuring sufficient coverage for rest periods/breaks. Staff are responsible for notifying their managers via email if they are unable to take their rest period/break.

c. Meal Period

Meal periods are as provided by law. Employees shall be granted a 30-minute, paid meal period during each full workday (six (6) or more hours in one work period). Whenever possible, such meal periods shall be scheduled in the middle of the workday. Meal period time may not be accumulated or used to shorten the workday. Employees are expected to communicate and coordinate with their co-workers prior to taking a meal period. Managers are responsible for ensuring sufficient coverage for lunches. Staff are responsible for notifying their managers via email if they are unable to take their lunch.

d. Flexible Work Schedules:

Employees who are not relieved by another shift shall be allowed to work a flexible work schedule consistent with their full time equivalency (FTE) and upon management approval. Such schedules must not negatively impact participants, program operations, or program outcomes.

e. Schedule Accommodations

Employees may request an adjustment to their schedule to accommodate for unexpected and urgent life circumstances. Employees shall direct these requests in writing to their manager, and employees are responsible for demonstrating a valid reason for the accommodation. Managers will make reasonable efforts to work with the employee to accommodate the request. Such schedules must not negatively impact participants, program operations, or program outcome.

Article 16 - Job Classifications

A job classification is a group of positions with identical titles, duties, responsibilities, and qualifications. The pay range for a classification will be established by negotiation.

a. Work Load

Employees will be expected to carry a reasonable workload for the same or equivalent job functions. If an employee believes that their workload is unreasonable, they shall take that concern up with their immediate supervisor or manager. The supervisor or manager shall assist the employee in prioritizing their work or redistributing the work so that it is manageable. Unresolved disputes over workload may be referred to the grievance procedure for resolution.

b. Job Descriptions

The Agency will maintain written job descriptions for each classification. The job description will contain a list of expected duties, responsibilities, and qualifications. If other duties become regular and recurring, then they will be made a part of the job description. If these additional duties significantly change the position, the employee or manager may request to have the position reviewed for reclassification.

At hire, assignment, or position change, employees will be given job offer and a current and up to date job description, and job descriptions will be reviewed periodically to ensure accuracy.

c. New Job Classifications

When TPI creates a new job classification or substantially modifies an existing job classification within the bargaining unit, it will provide the Union with notice of such action within fourteen (14) calendar days, along with including a copy of the job description and the proposed pay range. The Union may within fourteen (14) calendar days, request a review of the proposed pay range. Upon such request, TPI and a Union Council Representative shall meet to discuss the pay range and both parties will make a reasonable effort to resolve the issue within thirty (30) calendar days. Such a request will not delay filling the position. If the pay range proposal remains unresolved, it may be resolved in the grievance procedure.

d. Reclassification

A reclassification action is intended to determine whether a position has changed enough to merit a new job classification and/or whether the position should be moved to another pay range. The employee holding that position or that person's supervisor or manager may request reclassification of a position. A request for reclassification either will be based upon substantial modifications to the position, because of deliberate duty adjustments or of position evolution since the job was last classified.

The person initiating the request for reclassification must provide written substantiation for the request. Requests by the employee and the supervisor or manager will not be considered where the job has been reclassified or reviewed for reclassification within the preceding 12 months.

Upon receipt of a request for reclassification, TPI will assess the substantiation and determine whether the position should be placed into a new job classification and/or moved to another pay range. Should the Agency determine that some duties transcend the current position classification but not enough to merit a position reclassification; the duties inconsistent with the current classification will be removed. If the position is adjusted to another classification and/or pay range, the staff currently filling the position incumbent will automatically be promoted at the same time. Because the staff in that position has already been performing the duties, trial period may be waived. If the agency determines that performance at the higher level of classification had been ongoing, promotion and pay adjustments may be made retroactive for up to six (6) months.

The Executive Director or their designee will confer with the Union in the course of reaching a decision regarding the reclassification. The employee will be given a detailed explanation if the employee's request for reclassification is denied. The employee may then offer a response and request reconsideration of the decision. If the matter remains unresolved, it may be resolved in the grievance procedure.

Article 17 - Benefits

For purposes of this discussion, “benefits” refers to Transition Projects’ current benefits package.

Employer-sponsored benefits are:

- Medical coverage
- Dental coverage
- Vision Coverage
- Employee Assistance Program (EAP)
- Basic Life Insurance
- Short Term Disability
- Long-Term Disability
- 401k Retirement Plan

Voluntary benefits may be offered by the employer at the employee’s expense:

- Voluntary Life / Accidental Death & Dismemberment (AD&D)
- Voluntary Section 125/132 Flex Spending Plans

a. Benefits Eligibility

Medical, dental and vision benefit package will become available to each benefits-eligible employee on the first day of the month following 60 days’ continuous employment. Medical, dental, and vision benefits will be terminated the first day of the month following the month in which the employee leaves employment at Transition Projects.

b. Premium Contributions to Medical Coverage

For employees who enroll in medical coverage under the cafeteria plan, TPI will offset 95% of the self-only premium expense for employees, who enroll in medical coverage under the cafeteria plan. The employee is responsible for the remaining 5% of the premium for medical for self-only coverage. Adding family members to medical coverage is entirely at employee expense. Employees, who choose not to enroll, forfeit the premium-offset amount, which may not be applied to any other benefit and may not be paid out as a cash entitlement.

c. Re-opener for Benefit Negotiations

Upon benefit plan renewal each year, should medical premiums increase by an amount less than or equal to 5% over current premiums, Transition Projects will increase its premium offsets so as to cover the entire premium increase for employee-only medical coverage. If medical premiums should increase more than 5% but less than or equal to 10%, the additional premium increase above 5% shall be paid by the employee through a payroll deduction. Alternately, the Labor Management Committee may explore other lower-cost coverage options as provided by Article 7 of this Agreement. If medical premiums should rise by more than 10%, either party may initiate a benefits reopener.

d. Opt Out of Benefits

Employees who waive participation in the medical insurance plans due to other group coverage shall be paid up to an additional \$75 per month, reduced only by the amount of premium for any benefits that are chosen.

e. 401k Retirement Plan

Transition Projects has an employee matching deferred compensation plan (401(k) plan). This retirement plan is available to employees after one year of employment. Transition Projects will match a minimum of 3% of an employee's gross salary.

f. Employee-Selected Training Benefit

Benefit eligible employees, who have passed their initial trial period, are allocated a benefit allowance equal to the cost of a 3-credit course at Portland Community College (PCC) each fiscal year (July-June). The training benefit is prorated accordingly for part-time, benefit-eligible employees. The benefit is a fiscal year entitlement and does not roll over to the next year. Time spent using the benefit is unpaid time.

The Employee-Selected training benefit may be applied towards workshops, seminars, classes, educational courses, exam fees, membership fees, and certifications that are directly related to the essential duties of the employee and relevant to the employee's position, job requirements, or professional development plan. Unless previously arranged, employees will be reimbursed upon completion of the training by providing a transcript of grade C or higher, Pass, or a certification of completion. On special request, TPI will pre-pay for a seminar, other education course, or exam fee and the employee will be expected to provide proof of completion.

Time spent completing the training, or commuting to it, is unpaid. In order to be eligible for reimbursement, management must approve participation and necessary time off in advance (two weeks' notice is preferred).

Article 18 - Workplace Safety and Health

TPI agrees to abide by and maintain standards of safety and health in accordance with the State of Oregon Safe Employment Act (ORS 654.001 to 654.295 and 654.991) and with the federal regulations of the Occupational Safety and Health Act (OSHA). In this regard, TPI will make every reasonable effort to provide and maintain safe worksites and service environments. The agency and the union agree to work together to maintain and promote safe, healthy working conditions.

Employees are encouraged and expected to work in a safe manner, follow safety policies and protocols, and will be materially supported in efforts to change unsafe work habits and conditions. TPI will provide the necessary safety equipment and personal protective equipment/apparel, which employees will wear and/or use as directed. Management will make PPE, supplies, and training available and accessible to all employees.

a. Sexual Harassment

Transition Projects is committed to providing a workplace and service environment that is free from sexual harassment. Sexual harassment is against the law and will not be tolerated. When the agency receives a report of alleged sexual harassment, it will fully investigate the report, and take prompt and appropriate action.

b. Violence in the Workplace

Transition Projects policy is to promote a safe environment for all while working to maintain an environment that is free from violence, harassment, and intimidation. The agency affirms that violence or threats of violence – in all forms – are unacceptable behaviors, which will not be tolerated and will be dealt with appropriately. Employees are encouraged to report threatening or intimidating behavior.

c. Immunizations

Immunizations required for particular positions will be made available at no cost and on paid time.

d. Safety Committee

A Safety Committee exists to prevent, identify, and address unsafe work habits, conditions, and safety and health concerns across the agency. A member of the management team and an elected representative of TPI Workers United will jointly chair the Committee. All members of TPI workers united are eligible. The Committee will be comprised of at least one (1) staff person and one (1) member of management from each worksite. Employee representatives serve a continuous term of at least one year.

Staff are paid to attend Safety Committee meetings. The TPI Workers United elected co-chair will complete their chairing duties on paid time.

The Safety Committee meets at least once a month. Meeting minutes will be made available via the agency intranet and via an “all staff” email.

e. Safety Committee Role and Scope

The Safety Committee is responsible for creating, maintaining, and training on agency health and safety policies and procedures. The Committee is responsible for completing worksite safety inspections, hazard assessments, training, and responding to written complaints/reports of unsafe and unhealthy conditions. The scope of the Safety Committee's work shall include, but is not limited to:

- Identify, establish, and train safety wardens
 - Safety wardens will receive a reasonable amount of time within their FTE to perform their specific duties.
- Biohazard Safety
- Sharps Storage and Removal
- Pest prevention and control
- Communicable Disease prevention and control
- Assist in the selection of safety-related contractors and inspectors air quality inspectors

f. Safety Inspections and Hazard Assessments

The Safety Committee shall establish a checklist for quarterly inspections and as needed hazard assessments. The scope of the inspection and assessment shall include, but is not limited to:

- Personal Protective Equipment (PPE), including Biohazard Safety and Disposal,
- Safety equipment, including first aid kits, functioning fire extinguishers, AED, emergency exits, Narcan, sharps containers
- Pest Prevention and Control
- Environmental assessments, including air quality

g. Workplace Safety Training

Staff shall participate in regular workplace safety trainings while on paid time. The trainings will cover a range of topics that include but are not limited to use of PPE, emergency procedures, and workplace hazard prevention and control.

h. Required Safety Gear

TPI will provide accessible and necessary safety devices and personal protective equipment/apparel, which employees will wear and/or use. Trainings on the safe and proper use of the safety gear will be provided to all staff.

Required workplace safety gear includes, but is not limited to the following:

- Fully stocked first aid kit.
- Fully stocked and functioning AED machine.
- Eyewash station and supplies.
- Biohazard disposal bags
- Nitrile Gloves
- Safety Goggles (that are specifically designed for our workplace hazards)
- Naloxone/Narcan (or other life saving devices for drug overdoses)
- Blood/Bodily fluid decontamination cleaners

- Fire extinguishers
- Sharps containers

i. Biohazard Safety

OSHA has federal regulations for what employers must do to protect workers who are exposed to blood or other potentially infectious materials while on the job (OSHA 1901.1030). TPI will follow these federal regulations.

j. Sharps Disposal & Removal

Each worksite will provide functioning sharps disposals for participant use and staff use.

k. Pest Control & Prevention

All employees will be trained on how to identify and prevent the spread of bedbugs, scabies, lice, and any other pests. A training on how to use the Heat Treatment Room (HTR) shall also be provided to all staff that work near a HTR. TPI shall provide spaces, policies, and procedures for the safe storage of staffs' personal property and will teach staff how to reduce the likelihood of accidentally bringing home a pest.

Article 19 - Wages

a. Wages

Effective July 1st, 2019, wage rates for all bargaining unit employees wages will increase based upon the wage grid included in Appendix A.

- a. July 1, 2019 – June 30, 2020: 12%
- b. July 1, 2020 – June 30, 2021: 2.5%
- c. July 1, 2021 – June 30, 2022: 2.5%

The employer, at its sole discretion, may establish and implement, without further bargaining, any additional pay increases above what is already outlined in the contract

b. Progression on Wage Grid

Effective July 1, 2019, each bargaining unit employee shall be paid at his or her current pay range and step in accordance with the Wage Grid at Appendix A, revised effective July 1, 2019. As each is individually awarded a step increase on the anniversary of their placement in current classification, that increase will be in accordance with the attached salary schedule, Appendix A.

c. Longevity Steps

Effective July 1, 2019 through June 30, 2022, each bargaining unit employee will move up one-step on the salary schedule on their anniversary date for step increases. Employees who have reached Step 10 of the salary schedule will receive no further step increases. On the 12th anniversary of their placement in their current classification, they will receive an hourly wage increase equal to 3% of their earnings in the immediately preceding 12 months. Again, on the 15th anniversary of their placement in their current classification, they will receive an hourly wage increase equal to 3% of their earnings in the immediately preceding 12 months.

e. Overtime

Employees are eligible for overtime compensation as provided by law. Overtime compensation shall be based on a workweek period of 12:00 AM Sunday until 11:59 PM Saturday. All overtime must be approved in advance by management in email. For the purpose of overtime, sick time and vacation time will not be considered hours worked.

f. Shift Premium

Employees will be paid a shift differential of twenty cents per hour for working swing shift and forty cents per hour for working graveyard shift.

g. Language Differential

Transition Projects recognizes the value provided by direct service staff who are proficient in a language in addition to English, including American Sign Language (ASL), which allows them to

converse and/or translate sufficiently to discuss subjects of housing, engagement, and referral. Therefore, Transition Projects shall pay a differential of five percent (5%) over the base rate for which employees are otherwise entitled, for all hours worked. An employee who does not receive the language differential shall not be expected to perform interpretation or translation services.

h. Testing for Language Competency

It is the employee's responsibility to request language skill validation and the accompanying pay increase. The Human Resources Director will arrange language testing upon receipt of the employee's request. A third party will test employees for conversational fluency sufficient to discuss engagement, treatment and referral issues. The tester will inform the Human Resource Director of the employee's level of fluency.

If management determines foreign language skill is no longer required or advantageous for a position, the affected employee shall receive a fifteen (14) calendar day advance notice that the language differential will be discontinued.

i. Future Economic Conditions

AFSCME Council 75 and Transition Projects will work together toward our mutual interest of holding the City of Portland and Multnomah County accountable for providing adequate finances for employees and participants at Transition Projects.

Upon request, the parties agree that they will open Article 19 (Wages) in each of the next two fiscal years (2020, 2021) if the omnibus agreement that Transition Projects receives from the Joint Office of Homeless Services (JOHS) includes a specifically-designated COLA of 10% or greater. This does not apply to program expansion, changes, or special projects.

- a. A Cost of Living Adjustment (COLA) is a wage or benefit increase that is designed to help keep pace with increased living costs that result from inflation.

Article 20 - Miscellaneous

a. Personnel Files

TPI will maintain only one personnel file for each employee. This file will be available for employee review, upon request to HR, during regular working hours. The employee will be given a copy of any performance-related material placed in the employee's file at the time it is placed in the file. Disputes regarding what has been placed in the employee's official personnel file will be resolved in the grievance procedure.

b. Letters of Recommendation

Any employee past their trial period may request and receive a letter of recommendation if the employee's work performance is satisfactory. Employees may be asked to draft their own letter of recommendation. The employee's immediate supervisor, manager, department director, or the Executive Director must issue all letters of recommendation. All such letters shall be addressed "To Whom It May Concern" and shall be provided directly only to the requesting employee, who may subsequently forward it as they see fit. A copy of this letter will be placed in the employee's personnel file.

c. Exit Interviews

All employees who leave TPI employment shall be given the opportunity for an exit survey. If requested, an in-person exit interview may be provided. A Union representative or their designee may participate in the exit interview process as an observer, but may only ask questions for clarification purposes.

d. Employee Performance Evaluations

Employee evaluations will be completed and presented to the employee within one month of the employee's annual anniversary date of their current position. Employees may complete their own evaluation as a means of reflecting on their progress, performance, and areas of strength and growth. Employees should review their personal evaluation with their supervisor or manager during their review.

e. Drug and Alcohol Policy

Transition Projects recognizes illegal drug use and excessive use of legal and prescribed drugs, and alcohol as a threat to the public welfare and the health, safety and productivity of the employees of Transition Projects. Transition Projects complies with and sets policy in accordance with the Drug Free Workplace Act of 1988. The agency personnel handbook includes the Drug Free Workplace Policy.

Transition Projects has a strong commitment to its employees to provide a safe work environment. Consistent with the intent of this commitment, Transition Projects established a policy regarding drug and alcohol abuse. Transition Projects' goal is to establish and maintain a work and service

environment that is free from the effects of drug and alcohol abuse.

While Transition Projects, Inc. has no intention of interfering with the private lives of its employees, Transition Projects expects its employees to report to work in a condition to perform their duties in a safe, effective, and efficient manner.

It is the goal of the agency policy to prevent substance abuse and rehabilitate rather than terminate the employment of workers.

However, all persons covered by this policy should be aware that violations of the policy will result in discipline, up to and including separation.

Article 21 - Internal Hire

The provisions in this Article only refer to bargaining unit positions.

a. Internal Posting of Vacancies

Whenever a vacant or newly created bargaining unit position is opened for recruitment, an email notification of the recruitment efforts for the position will be sent to all represented employees and employees eligible for recall under the provisions of Article 10. All email notifications of vacant positions that are available for internal recruitment will contain the following information: position title, job description, wage rate, benefits eligibility, union representation status, internal hire deadline, days and hours of work, and worksite location(s). Position announcements with the above details will be made for each and every open bargaining unit position, including when more than one of the same position is available.

Internal hire consideration does not extend to non-represented employees, initial trial period or unrepresented employees.

The agency recognizes that restructuring and reorganization may have significant impacts on employees. In the event of agency reorganization or restructuring, the agency will provide a list of open and available positions and ask employees who are directly impacted by the changes for their preference in positions, programs, shifts, and locations. The agency will consider these preferences to make position assignments. Available positions after the preference period has ended will follow the internal hire process.

b. Internal Application Process

Represented employees wishing to be considered for an open position as an internal applicant must apply following the guidelines of the announcement. Applications for internal hire consideration must be received within eight (8) calendar days from the position opening date. Internal candidates who do not meet this deadline won't be guaranteed an interview and will compete with external applicants for the position. The parties agree that this provision will apply to all bargaining unit positions within the agency.

c. Internal Hire Interview Process

All internal applicants who meet the minimum qualifications for the position and apply within 8 calendar days of the position opening date will be interviewed prior to any external applicants being interviewed. If qualified for the position, the position will be filled by an internal applicant. The parties agree that this provision will apply to all bargaining unit positions within the agency.

If an internal applicant has already interviewed for a similar position within the last 2 months, and has applied once again for a position, management may ask whether the applicant wants to skip the interview process in an effort to save time. Applicant does not have to skip the interview process but may choose to do so if management offers the opportunity.

d. Internal Hire Interview Feedback Process

If an employee is interviewed but not selected for the position(s) they applied for, the employee may request feedback via email from their current manager and the hiring manager about why they were not selected, as well as what specific professional development steps they can take to increase their skills, qualifications, and performance in order to improve their competitiveness for future positions. The current manager, as well as the hiring manager, shall respond to the email request.

e. Promotion Definition

A “promotion” is defined as an appointment to a position in a higher classification/pay range.

f. Promotional Trial Period

Employees selected for promotion shall serve a promotional trial period of six (6) months for the purpose of orientation, training, and initial evaluation. The employee and their manager shall meet at a minimum during the third and fifth month of the promotional trial period to review the employee’s performance and discuss what is necessary for the employee to successfully complete the trial period.

g. Change in Anniversary Date

- Anniversary date for **benefit accrual**: hire date into benefit eligible position
- Anniversary date for **performance evaluations**: hire date for current position
- Anniversary date for **step increase**: hire date for current position

Promotions into a new position that occur 30 days or less before an annual step increase in the current position will be placed in the next step in the new position.

Promotional trial period employees will be able to use accrued vacation time subject to management approval. Promotional trial period employees experience no interruption in benefits entitlements.

h. Right to Return to Formerly Held Position

If, during the promotional trial period and after performance evaluations, the employer believes the employee does not meet the standards for the new position in the promotional classification, the employee will have the right to return to their former classification, if qualified, and if so long as there is a vacancy. If a position in the former classification is not available, the employee will have the right of recall and seniority rights as in Article 10. During the promotional trial period, if the employee returns to the job that was held prior to the promotional position, they will revert to the former anniversary date for the purpose of step increases. However, if an employee who has completed the promotional trial period and later, pursuant to a subsequent reassignment action, returns to the job that was held prior to the promotion, the anniversary date for the purpose of step increases will be the anniversary date of the former position.

i. Other Work Opportunities

a. Shadow Shifts: Shadow shifts are a personal professional development opportunity that allows an employee to “shadow” another employee in a position different from their own. The employee enters into shadow shifts willingly. Employees working shadow shifts are not eligible for increased rates of pay. A shadow shift is not to exceed more than four (4) hours and cannot be requested or performed more than once per month. Requests for shadow shifts shall not be unreasonably denied, unless the employee is not currently performing at the level expected by management for their current position, or unless an employee is currently in their initial or promotional trial period.

Employees may at any time request in writing of their supervisor or manager to “Shadow” an employee of a different position from their own. Upon approval, the supervisor or manager of the employee making the request will make arrangements with a supervisor or manager of the position to be shadowed. The shadow shift will occur within forty-five (45) days of the original request. As needed and requested, staff are responsible for working with their manager to arrange for coverage during shadowing. Upon approval from their supervisor or manager they may arrange with the employee they will shadow on what the best shift would be for them to work in this shadowing capacity, if this was not already arranged by their supervisor or manager or the supervisor or manager of the shadowing position.

b. Limited Duration Work Assignments (LD): TPI will not create limited duration work assignments as an alternative to creating a temporary position.

c. Out-of-Classification Work: Work that is performed out of classification may last up to two (2) weeks but no less than one full work shift. In order to be eligible for work outside of their position classification, an employee must perform one or more of the essential functions unique to a position in a higher classification. The duties on which “work out of classification” is invoked must be clearly outside essential duties of their current position description.

Any employee determined to be working out of classification will be paid at their anniversary step in the higher pay range. If necessary, the employee will receive back pay for work that was done out of their position classification for the entire time that the employee was completing tasks that were outside of their position description.

Out- of- class work opportunities should typically be assigned by management. The manager must inform the employee that the tasks are outside of their current position classification, how long the employee will be performing these tasks, as well as the rate of pay that the employee will make during that time period

Article 22 - Personal Property / Security / Privacy

Employees' personal property such as briefcases, purses, clothing, packages, backpacks, etc., will not be the subject of search or seizure by the employer. Should the employer believe that an employee has inappropriately placed agency property, goods, or materials inside of the employee's personal property, the employer may ask the employee to voluntarily agree to an inspection of their personal property.

When the employer asks an employee to voluntarily allow for a search of their personal belongings, the employer is required to tell the employee why they want to search the employee's personal belongings. The employer will tell the employee that a refusal to search may mean that a local police agency may be requested to perform the search regardless of the employee's preferences.

If the employee refuses to voluntarily allow the employer to inspect their personal property, the employer may submit a request to a local police agency asking them to conduct the search of the employee's personal property. If the employer decides to request such a search from a local police agency, they must notify the employee of the potential consequences of leaving the facility prior to the inspection. An employee's refusal to wait for the arrival of the police for a reasonable amount of time, after being notified that such call has been made, may be subject to disciplinary action at the discretion of the agency. The employer must explain to the police agency what the basis of their reasoning is for suspecting that the employee is attempting to unlawfully remove property, goods, or materials of the agency. The police agency shall then determine if it has probable cause to initiate a search of the employee's personal property. If the police agency determines it has cause for the inspection, then the employee will submit their property to inspection. If the police agency determines that there is not sufficient cause, then the employee will be allowed to remove their property without inspection or discipline.

Article 23 - Salary Placement and Classification

a. Newly Created Positions

All members of the bargaining unit will be assigned to a classification in one of the pay ranges in the pay plan (Appendix A). If the employee is hired to a newly created position, Transition Projects will make a recommendation to the Union on what classification (pay range) the position should belong to. The Union shall have fourteen (14) calendar days to accept or reject the classification proposal. If the Union should reject the proposal, the LMC shall meet to settle the issue of which classification the position should belong to. If the classification is not currently in the pay scale, the parties will meet via the LMC to negotiate proper placement. No meeting of the LMC shall delay the start date for the position.

b. New Employees

All newly hired positions in the bargaining unit will be hired at Step 1 of the pay range for the classification of their position. However, a new employee with substantial prior experience or advanced credentials may be hired at a higher level. In such cases, the Executive Director or their designee must specifically approve hiring any new employee above Step 1. Regardless of the situation, no newly hired employee shall be placed at a pay rate that is more than two (2) steps above the beginning pay level for that classification.

c. Multiple Positions Held

Bargaining unit members cannot hold more than one position. If the agency needs an employee to cover the responsibilities of a separate and additional position, the agency must follow the rules outlined in Article 24.

d. Job Related Education

Bargaining unit members who, after being hired, promoted, or transferred to a position, receive a directly job-related degree or certification and/or acquire mastery of an immediately relevant skill or attribute may be advanced at least one-step in their pay range, after successful completion of their trial period. This step advancement will occur once the employee provides the agency with a copy of the degree, certification, demonstration or credential that reflects the skill.

e. Promotional Placement on Wage Scale

If a member of the bargaining unit is promoted to a position in a higher pay range, the employee will be moved to the lowest step in that pay range that provides at least a 4% increase.

f. Involuntary Demotion

If a member of the bargaining unit is involuntarily placed in a lower pay range due to agency restructuring or reorganization, the employee will be placed at the step in that pay range which is closest to their current wage without resulting in a loss. Should the employee's current wage exceed

the highest step in the new positions' pay range, the employee's 'current wage will be red-lined (frozen) until pay range adjustments prompt further increases, at which time they will no longer be red-lined.

g. Voluntary Demotion

If a member of the bargaining unit volunteers for or requests an assignment in a lower pay range, they will be placed in the lower pay range at their current step. The employee should be made aware that this will likely result in a pay decrease.

h. Lateral Transfers

Members of the bargaining unit who are laterally transferred into another position with the same classification will continue on the pay range without change or impact.

Article 24 - Duration and Amendments of the Agreement

This collective bargaining agreement shall become effective on the date that it is signed by both bargaining teams and it shall remain in force and effect until June 30, 2022. Bargaining for a successor to this 2019 – 2022 agreement shall begin no later than May 1, 2022.

a. Amendments

This agreement may be amended at any time by mutual agreement of the Union and the Employer. Such amendments shall be in writing, signed by both parties, and included in all future copies of the contract. The agency shall be required to send an email to all union members notifying them of the amendment and attaching the updated version of the contract.

b. Financial Information

TPI will provide the next bargaining team of TPI Workers United and their AFSCME Council Representative with the most recently audited and board-approved financial statement by April 1st, 2022.

Appendix A: Wage Grid

Year 1: July 1, 2019 - June 30, 2020		Step 1 (BASE)	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Range 1:	Residential Advocate (RA), Custodian	\$ 15.00	\$ 15.41	\$ 15.84	\$ 16.25	\$ 16.68	\$ 17.09	\$ 17.51	\$ 17.93	\$ 18.35	\$ 18.77
		\$ 31,200.00	\$ 32,052.80	\$ 32,947.20	\$ 33,800.00	\$ 34,694.40	\$ 35,547.20	\$ 36,420.80	\$ 37,294.40	\$ 38,168.00	\$ 39,041.60
Range 2:	Resource Specialist	\$ 16.06	\$ 16.51	\$ 16.96	\$ 17.40	\$ 17.85	\$ 18.30	\$ 18.76	\$ 19.21	\$ 19.66	\$ 20.10
		\$ 33,404.80	\$ 34,340.80	\$ 35,276.80	\$ 36,192.00	\$ 37,128.00	\$ 38,064.00	\$ 39,020.80	\$ 39,956.80	\$ 40,892.80	\$ 41,808.00
Range 3:	Resource Coordinator	\$ 18.60	\$ 19.12	\$ 19.64	\$ 20.16	\$ 20.69	\$ 21.20	\$ 21.73	\$ 22.24	\$ 22.77	\$ 23.30
		\$ 38,688.00	\$ 39,769.60	\$ 40,851.20	\$ 41,932.80	\$ 43,035.20	\$ 44,096.00	\$ 45,198.40	\$ 46,259.20	\$ 47,361.60	\$ 48,464.00
Range 4:	Case Manager I, Employment Specialist I, Wellness Access Specialist I, Rent Well Instructor, Logistics Coordinator	\$ 19.01	\$ 19.54	\$ 20.07	\$ 20.61	\$ 21.13	\$ 21.67	\$ 22.20	\$ 22.74	\$ 23.25	\$ 23.79
		\$ 39,540.80	\$ 40,643.20	\$ 41,745.60	\$ 42,868.80	\$ 43,950.40	\$ 45,073.60	\$ 46,176.00	\$ 47,299.20	\$ 48,360.00	\$ 49,483.20
Range 5:	Case Manager II, Employment Specialist II, Wellness Access Specialist II, Data and Technology Specialist I, Development Associate	\$ 20.15	\$ 20.72	\$ 21.29	\$ 21.84	\$ 22.40	\$ 22.97	\$ 23.53	\$ 24.09	\$ 24.66	\$ 25.22
		\$ 41,912.00	\$ 43,097.60	\$ 44,283.20	\$ 45,427.20	\$ 46,592.00	\$ 47,777.60	\$ 48,942.40	\$ 50,107.20	\$ 51,292.80	\$ 52,457.60
Range 6:	Data and Technology Specialist II	\$ 23.25	\$ 23.90	\$ 24.55	\$ 25.21	\$ 25.86	\$ 26.51	\$ 27.16	\$ 27.81	\$ 28.46	\$ 29.11
		\$ 48,360.00	\$ 49,712.00	\$ 51,064.00	\$ 52,436.80	\$ 53,788.80	\$ 55,140.80	\$ 56,492.80	\$ 57,844.80	\$ 59,196.80	\$ 60,548.80

Year 2: July 1, 2020 - June 30, 2021		Step 1 (BASE)	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Range 1:	Residential Advocate (RA), Custodian	\$ 15.38	\$ 15.80	\$ 16.24	\$ 16.66	\$ 17.10	\$ 17.52	\$ 17.95	\$ 18.38	\$ 18.81	\$ 19.24
		\$ 31,990.40	\$ 32,864.00	\$ 33,779.20	\$ 34,652.80	\$ 35,568.00	\$ 36,441.60	\$ 37,336.00	\$ 38,230.40	\$ 39,124.80	\$ 40,019.20
Range 2:	Resource Specialist	\$ 16.46	\$ 16.92	\$ 17.38	\$ 17.84	\$ 18.30	\$ 18.76	\$ 19.23	\$ 19.69	\$ 20.15	\$ 20.60
		\$ 34,236.80	\$ 35,193.60	\$ 36,150.40	\$ 37,107.20	\$ 38,064.00	\$ 39,020.80	\$ 39,998.40	\$ 40,955.20	\$ 41,912.00	\$ 42,848.00
Range 3:	Resource Coordinator	\$ 19.07	\$ 19.60	\$ 20.13	\$ 20.66	\$ 21.21	\$ 21.73	\$ 22.27	\$ 22.80	\$ 23.34	\$ 23.88
		\$ 39,665.60	\$ 40,768.00	\$ 41,870.40	\$ 42,972.80	\$ 44,116.80	\$ 45,198.40	\$ 46,321.60	\$ 47,424.00	\$ 48,547.20	\$ 49,670.40
Range 4:	Case Manager I, Employment Specialist I, Wellness Access Specialist I, Rent Well Instructor, Logistics Coordinator	\$ 19.49	\$ 20.03	\$ 20.57	\$ 21.13	\$ 21.66	\$ 22.21	\$ 22.76	\$ 23.31	\$ 23.83	\$ 24.38
		\$ 40,539.20	\$ 41,662.40	\$ 42,785.60	\$ 43,950.40	\$ 45,052.80	\$ 46,196.80	\$ 47,340.80	\$ 48,484.80	\$ 49,566.40	\$ 50,710.40
Range 5:	Case Manager II, Employment Specialist II, Wellness Access Specialist II, Data and Technology Specialist I, Development Associate	\$ 20.65	\$ 21.24	\$ 21.82	\$ 22.39	\$ 22.96	\$ 23.54	\$ 24.12	\$ 24.69	\$ 25.28	\$ 25.85
		\$ 42,952.00	\$ 44,179.20	\$ 45,385.60	\$ 46,571.20	\$ 47,756.80	\$ 48,963.20	\$ 50,169.60	\$ 51,355.20	\$ 52,582.40	\$ 53,768.00
Range 6:	Data and Technology Specialist II	\$ 23.83	\$ 24.50	\$ 25.16	\$ 25.84	\$ 26.51	\$ 27.17	\$ 27.84	\$ 28.51	\$ 29.17	\$ 29.84
		\$ 49,566.40	\$ 50,960.00	\$ 52,332.80	\$ 53,747.20	\$ 55,140.80	\$ 56,513.60	\$ 57,907.20	\$ 59,300.80	\$ 60,673.60	\$ 62,067.20

Year 3: July 1, 2021 - June 30, 2022		Step 1 (BASE)	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Range 1:	Residential Advocate (RA), Custodian	\$ 15.76	\$ 16.20	\$ 16.65	\$ 17.08	\$ 17.53	\$ 17.96	\$ 18.40	\$ 18.84	\$ 19.28	\$ 19.72
		\$ 32,780.80	\$ 33,696.00	\$ 34,632.00	\$ 35,526.40	\$ 36,462.40	\$ 37,356.80	\$ 38,272.00	\$ 39,187.20	\$ 40,102.40	\$ 41,017.60
Range 2:	Resource Specialist	\$ 16.87	\$ 17.34	\$ 17.81	\$ 18.29	\$ 18.76	\$ 19.23	\$ 19.71	\$ 20.18	\$ 20.65	\$ 21.12
		\$ 35,089.60	\$ 36,067.20	\$ 37,044.80	\$ 38,043.20	\$ 39,020.80	\$ 39,998.40	\$ 40,996.80	\$ 41,974.40	\$ 42,952.00	\$ 43,929.60
Range 3:	Resource Coordinator	\$ 19.55	\$ 20.09	\$ 20.63	\$ 21.18	\$ 21.74	\$ 22.27	\$ 22.83	\$ 23.37	\$ 23.92	\$ 24.48
		\$ 40,664.00	\$ 41,787.20	\$ 42,910.40	\$ 44,054.40	\$ 45,219.20	\$ 46,321.60	\$ 47,486.40	\$ 48,609.60	\$ 49,753.60	\$ 50,918.40
Range 4:	Case Manager I, Employment Specialist I, Wellness Access Specialist I, Rent Well Instructor, Logistics Coordinator	\$ 19.98	\$ 20.53	\$ 21.08	\$ 21.66	\$ 22.20	\$ 22.77	\$ 23.33	\$ 23.89	\$ 24.43	\$ 24.99
		\$ 41,558.40	\$ 42,702.40	\$ 43,846.40	\$ 45,052.80	\$ 46,176.00	\$ 47,361.60	\$ 48,526.40	\$ 49,691.20	\$ 50,814.40	\$ 51,979.20
Range 5:	Case Manager II, Employment Specialist II, Wellness Access Specialist II, Data and Technology Specialist I, Development Associate	\$ 21.17	\$ 21.77	\$ 22.37	\$ 22.95	\$ 23.53	\$ 24.13	\$ 24.72	\$ 25.31	\$ 25.91	\$ 26.50
		\$ 44,033.60	\$ 45,281.60	\$ 46,529.60	\$ 47,736.00	\$ 48,942.40	\$ 50,190.40	\$ 51,417.60	\$ 52,644.80	\$ 53,892.80	\$ 55,120.00
Range 6:	Data and Technology Specialist II	\$ 24.43	\$ 25.11	\$ 25.79	\$ 26.49	\$ 27.17	\$ 27.85	\$ 28.54	\$ 29.22	\$ 29.90	\$ 30.59
		\$ 50,814.40	\$ 52,228.80	\$ 53,643.20	\$ 55,099.20	\$ 56,513.60	\$ 57,928.00	\$ 59,363.20	\$ 60,777.60	\$ 62,192.00	\$ 63,627.20

Appendix B: Supervisors

- Quality Assurance Supervisor
- Case Management Supervisor
- Housing Program Supervisor
- Health Connections Supervisor
- Day/Resource Center Supervisor
- Wellness Access Supervisor
- Veterans Services Supervisor
- Retention Program Supervisor
- Peer and Mentor Development Supervisor
- Navigation Team Supervisor
- Veterans Outreach Supervisor
- Coordinated Access Supervisor
- Shift Supervisor
- Shelter Supervisor
- Shelter Access Coordination Supervisor

Appendix C: Just Cause

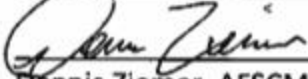
When delivering discipline to members of the bargaining unit, managers and supervisors will use Just Cause to demonstrate the action:

1. Reasonable rule
2. Notice
3. Investigation
4. Fair investigation
5. Proof
6. Equal treatment
7. Reasonableness of discipline

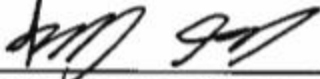
Signature Page

For AFSCME Local 88-3 / AFSCME Council 75:


Date: 10/28/2019



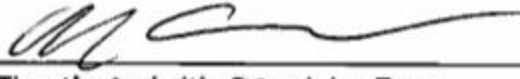
Dennis Ziemer, AFSCME Council Representative



Anthony Foster, Bargaining Team



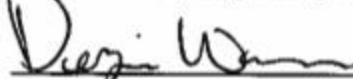
Jillian Johnson, Bargaining Team



Timothy Ledwith, Bargaining Team



Misha Litvak, Bargaining Team



Dezire Williams, Bargaining Team

For Transition Projects:

Date: 10/22/2019



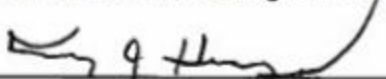
Tanika Barsegian, Management Team



Stacy Borke, Management Team



DeWanna Harris, Management Team



Nancy Hungerford, Management Team

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