



Collective Bargaining Agreement



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

November 1, 2024 through October 31, 2027

Table of Contents

Article 1 - Definitions and Recognition	2
Article 2 - Union Rights	11
Article 3 - Management Rights	17
Article 4 - Non-discrimination and Commitment to Equity	18
Article 5 - Dues Collection	21
Article 6 - Copies and Distribution.....	24
Article 7 - Labor Management Committee	25
Article 8 - Performance Improvement, Discipline, and Separation	27
Article 9 - Settlement of Disputes.....	35
Article 10 - Layoff, Recall, and Reorganization/Restructure	41
Article 11 - Paid Time Off	45
Article 12 - Unpaid Time Off and Leaves of Absence	53
Article 13 - Savings Clause.....	55
Article 14 - Strikes and Lockouts	56
Article 15 - Hours of Work, Breaks, and Meal Breaks.....	57
Article 16 - Job Classifications.....	60
Article 17 - Benefits.....	64
Article 18 - Workplace Safety and Health.....	67
Article 19 - Wages	74
Article 20 - Miscellaneous.....	77
Article 21 - Transfers, Internal Hiring, Trial Periods, and Other Employment Opportunities	79
Article 22 - Training and Education Opportunities	85
Article 23 - Salary Placement and Classification.....	87
Article 24 - Duration and Amendments of the Agreement	90
Appendix A: Wage Grid	91
Signature Page.....	94
Index.....	95

Article 1 - Definitions and Recognition

a. Definitions

- **AFSCME:** Abbreviation for American Federation of State, County, and Municipal Employees.
- **Agency:** Another term for Transition Projects as a whole. Also known as The Agency and TPI.
- **Agency Leadership:** Supervisors, coordinators, assistant managers, managers, senior managers, directors, senior directors, and all exempt employees.
- **Authorized AFSCME Council Representative:** An individual employed by Oregon AFSCME Council 75 to represent the bargaining unit of Transition Projects and assist TPI Workers United! and Union Stewards in building union power.
- **Bargaining Unit:** The collective sum of the unionized Transition Projects employees, as known as bargaining unit members. The Bargaining Unit includes both official members of the Union and Fair Share employees.
- **Bargaining Unit Member:** A Transition Projects employee who is a member of the Bargaining Unit either as an official member of the Union or a Fair Share Employee.
- **Benefits:** Various types of non-wage compensation that are provided to employees in addition to their base wages or salary.
- **Career Development Plan (CDP):** A plan created by a bargaining unit member and their manager related to professional development, such as increasing a person's skills, qualifications, and performance to improve their competitiveness for future positions.
- **Coaching:** A discussion with an employee that is designed to help the employee identify and overcome challenges with skills, attendance, abilities, attitude, or work performance.

- **Collective Bargaining Agreement:** The document that governs the relationship between the bargaining unit and agency leadership.
- **Cost of Living Adjustment (COLA):** A wage or benefit increase that is designed to help keep pace with increased living costs that result from inflation.
- **Designated Union Representative:** An appointed bargaining unit member who has been asked to oversee specific tasks or duties on behalf of the Union.
- **Eligible Employee:** An individual hired by Transition Projects into a union-represented position but has not had the opportunity for union dues or Fair Share fees to be collected from them and also has not signed their union membership card yet.
- **Eligible Internal Candidate:** Regarding the internal hire preference process, this is a bargaining unit member who doesn't have an uncontested discipline in the form of a written warning or above in their personnel file within the last six (6) months.
- **Employee Handbook:** A document accessible to employees by Transition Projects at the time of hire and beyond. The employee handbook is a collection of important employment and job-related information.
- **Fair Share Employee:** Any bargaining unit member who is represented by the Union but has not signed an official union membership card to become an official member of the Union. These bargaining unit members do not have the ability to vote on official Union business 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 the Union's duties.
- **Family Medical Leave Act (FMLA):** A United States labor law requiring covered employers to provide employees with job-protected, unpaid leave for any qualifying reason.
- **Federal Mediation and Conciliation Service (FMCS):** The nation's largest public agency for dispute resolution and conflict management, providing mediation services and related conflict prevention and resolution services in the private, public, and federal sectors.

- **FTE:** Abbreviation for full-time (employee) equivalency.
- **Full-Time Employee:** An employee who is “reasonably expected” to work at least thirty (30) hours per week or one hundred and thirty (130) hours per month on average.
- **Grievance:** A dispute regarding the application, meaning, or interpretation of this Agreement or regarding an alleged violation of a specific term or terms of this agreement.
- **Grievant:** A bargaining unit member who has a grievance.
- **Gross Insubordination:** Flagrant or extreme refusal to follow a directive when the refusal is unrelated to an organized union workplace action or concerted activity.
- **HR:** Abbreviation for Human Resources.
- **Human Resource Information System (HRIS):** Software that provides a centralized repository of employee master data that Human Resources needs for completing essential processes.
- **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, Transition Projects may separate the employee if Transition Projects 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. Employees in an initial trial period are eligible to apply to other positions in their current classification but may not seek promotion or a position outside of their current classification.
- **Job Classification:** A group of positions with similar titles, duties, responsibilities, and qualifications. The pay range for a classification will be established by negotiation.

- **Labor Management Committee (LMC):** The vehicle for communication and problem-solving of issues between Transition Projects and the Union. The Committee will have the purpose of promoting 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 reviewing healthcare plans.
- **Layoff:** A separation from regular status employment or a significant reduction of eight (8) or more work hours per week initiated by Transition Projects due to a lack of work, insufficient funds available to maintain the current workforce, elimination of a given function, or elimination of a program. Transition Projects will determine whether a layoff is needed.
- **Leadership of TPI Workers United!:** The appointed representatives of the TPI Workers United! group.
- **Micro-aggressions:** Regular, indirect, subtle words and actions that communicate hostile, derogatory, or negative attitudes about members of a marginalized group (i.e., avoiding or ignoring people of color; using the wrong gender pronoun for someone).
- **National Labor Relations Board (NLRB):** An independent agency of the federal government of the United States with responsibilities for enforcing U.S. labor law in relation to collective bargaining and unfair labor practices.
- **NLRA:** Abbreviation for the National Labor Relations Act.
- **Non-Work Time:** Tasks or duties to be done outside regularly scheduled hours and on unpaid time.
- **Official Union Member:** A bargaining unit member who is represented by the Union and has signed an official union membership card. This provides them with the ability to vote on official Union business, as well as be protected by all parts of the Collective Bargaining Agreement. Official Union Members are required to pay Union dues.
- **OHSA:** Abbreviation for the Occupational Safety and Health Act.

- **On-Call Employee:** An employee whose appointment is on an as-needed occasional basis and who, except for brief non-consecutive periods of fewer than thirty (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 separated at any time and have no appeal rights under Article 9 of this agreement.
- **Oregon Employment Relations Board (ERB):** The organization that resolves disputes concerning labor relations for an estimated 3,000 different employers and 250,000 employees in the public and private sectors.
- **Oregon Family Leave Act (OFLA):** An Oregon state law that allows eligible employees to take unpaid time off work for qualifying situations while still maintaining their job protection.
- **Paid Family Medical Leave (PFML):** An Oregon statewide program that allows eligible employees to take paid time off for qualifying situations while maintaining their job protection. For the purposes of this document, PFML is synonymous with Paid Leave Oregon (PLO), except that PFML is not administered by the state.
- **Paid Leave Oregon (PLO):** An Oregon state-run program that provides paid time off for eligible employees for qualifying situations while maintaining their job protection.
- **Paid Work Time:** Tasks or duties that can be done during regularly scheduled hours and on paid time.
- **Part-Time Employee:** An employee who is “reasonably expected” to work on average less than thirty (30) hours per week or one hundred and thirty (130) hours per month on average but twenty (20) or more hours, based on the facts and circumstances at the time of hire.
- **Payroll:** The software that provides a centralized repository of employee master data that Human Resources needs for completing essential processes.
- **Performance Probation:** A period of time during which an employee must show improvement in job performance and/or behavior.

- **Political Action Committees (PACs):** The Union's political action funds, which acts to elect politicians who advocate for issues that are important to working families.
- **Promotion:** An appointment to a position in a higher classification/pay range.
- **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. Bargaining unit members in a promotional trial period are not eligible to apply to other represented positions.
- **Regularly Scheduled:** A non-temporary assignment to the same location, same position, and same shift weekly for a period in excess of thirty (30) days.
- **Regular Status Employees:** Employees who are expected to be employed and regularly scheduled hours on an ongoing basis for twenty (20) hours or more per week.
- **Reassigned Work Location:** When a bargaining unit member may be asked to work the majority of a shift at a different location than originally scheduled.
- **Safety Captain:** Appointed members for the Safety Committee with specific agency health and safety duties to carry out.
- **Seniority:** 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/OFLA leave, or any other legal leave of absence.
- **Short-term Schedule Adjustments:** An atypical work schedule that does not extend for longer than thirty (30) days.
- **Suspension with Pay for Investigatory Reasons:** An employee may be suspended with pay to allow the Manager, Human Resources, President and CEO, or their designee to conduct an investigation into allegations of serious misconduct. It is not considered discipline, but it might lead to discipline.

- **Temporary Employee:** Any employee hired on a temporary basis to fill a temporary status position for a duration of one hundred eighty (180) days or less. Absent agreement from AFSCME, positions that extend beyond one hundred eighty (180) days will be converted into a regular status and filled through the Internal Hire Process, as explained in Article 21. A temporary employee may not be appointed to more than two (2) different classifications in a twenty-four (24) month period.
- **Temporary Status:** A position within the agency that is filled by a temporary employee who can expect to be employed in that position for a limited duration of less than one hundred eighty (180) days.
- **TPI Workers United!:** The name of the organized bargaining unit leaders employed by Transition Projects. Their role is to build union power and organizing, along with boosting bargaining unit participation at Transition Projects.
- **Transition Projects** or Transition Projects, Incorporated (TPI): Refers to the employing agency.
- **Union:** The exclusive representation of the regular employees in the certified bargaining unit for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment. Also known as The Union.
- **Union Membership Card:** A card signed by a bargaining unit member authorizing the Union as the collective bargaining agent and authorizing dues deduction.
- **Union Steward:** A bargaining unit member who has been appointed by other bargaining unit members as a representative and enforcer of the collective bargaining Agreement. Union Stewards have the authority to file grievances and accompany bargaining unit members during disciplinary or investigatory meetings.
- **USERRA:** Abbreviation for Uniformed Services Employment and Reemployment Rights Act.
- **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.

- **Volunteer:** An individual who gives the gift of time to further the mission of Transition Projects by being a supportive addition to the agency and not a replacement of an employee holding a regular status position.
- **Weingarten Rights:** The rights of bargaining unit members covered by the NLRA to request and have a union steward or representative related to assisting and counseling the bargaining unit member at any point during an investigatory process, such as, but not limited to, interviews if they reasonably believe that the interview could result in discipline, disciplinary meetings, and potential drug screening requests. When a bargaining unit member expresses their desire to receive such representation at any point during an investigatory process, further action will be paused until a union steward or representative can be contacted within the time frame outlined in Article 8: Performance Improvement, Discipline, and Separation.
- **Work Out of Classification:** Work that is performed out of classification that may last up to two (2) weeks but no less than one (1) full work shift.
- **Written Warning:** A formal notice that performance or behavior must be improved.

b. Recognition

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

Transition Projects recognizes the Union as the exclusive representative for the following employees:

- All regular status employees of Transition Projects.
- Those who work a total of thirty (30) or more hours per week on a regularly scheduled basis for periods in excess of thirty (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:

- Agency leadership,
- Fair Labor Standards Act (FLSA) Exempt individuals,
- temporary and on-call employees,
- volunteers,
- confidential employees,
- guards,
- supervisors ,
- and any others as defined by the National Labor Relations Act (NLRA).

If Transition Projects 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 conflict between the provisions of this Collective Bargaining Agreement and the Employee Handbook, this Agreement shall control, and the Employee Handbook shall have no force or effect.

Article 2 – Union Rights

a. Union Access to Workers

Authorized AFSCME Council Representatives may visit bargaining unit employees on Transition Projects' premises during non-work time (defined as: during the visited employees' breaks and lunchtime). Authorized AFSCME Council Representatives may not enter work areas without giving notification to the agency leadership at the specific Transition Projects location at least twenty-four (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 Transition Projects' building to post union information. Transition Projects will provide and install the boards, which must be no smaller than three feet by four feet (3'x4'). A space in each building will be mutually agreed upon by Transition Projects and the Union/ TPI Workers United!, in an area that is kept accessible to bargaining unit members 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. Agency leadership cannot remove materials from or add materials to the union bulletin board.

c. Union Stewards

Bargaining unit members of Transition Projects who have been trained by the Union to advocate on behalf of other bargaining unit members shall be known as "Union Stewards." The names of all Union Stewards and other union representatives who may represent bargaining unit members during the life of this Collective Bargaining

Agreement shall be sent in an email to the Human Resources as well as the Information Technology team so that new stewards can be added to the email group. This email shall be sent by the Union or the leaders of TPI Workers United! within thirty (30) days of the additions and subtractions of Union Stewards. The Union or the leaders of TPI Workers United! will inform the agency-designated Human Resources (HR) Representative of any additions to the Union Steward list prior to the time that the bargaining unit member becomes available for representation as a Union Steward.

Any bargaining unit member wishing to become a Union Steward can email unionstewards@tprojects.org to be referred to the Authorized AFSCME Council Representative and to the designated leader(s) of TPI Workers United!. The Union will strive to maintain at least one (1) Union Steward for every twenty (20) bargaining unit members at any given time. AFSCME is committed to actively seeking, promoting, and aligning the diversity of union stewards to reflect the diversity within the represented workforce at Transition Projects.

Union Stewards may meet with bargaining unit members on Transition Projects premises during non-work time. Meetings must occur off the floor, away from participants and service areas, and where the discussion will not impact the work or duties of other employees.

Should the Union Steward need to meet with a bargaining unit member(s) on work time, including to investigate a grievance, the Union Steward will request permission from their program manager at least six (6) hours in advance, absent extenuating circumstances. Such requests will not be denied unless they would negatively impact participants, program operations, or program outcomes. Union Stewards will be able to meet with bargaining unit members in private before their disciplinary or investigatory meeting is scheduled to begin.

d. Approved Union Activities on Paid Time

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

Designated bargaining unit members will be paid for:

- any mutually agreed upon labor/management meetings,
- contract negotiations,
- union presentation at New Employee Orientations,
- grievance and investigatory meetings, or
- other activities as described in this agreement.

Unless mutually agreed, the number of bargaining unit members to be released on paid time will be no more than the number of service sites operated by Transition Projects.

In regards to working on grievances or representing bargaining unit members during investigatory or disciplinary meeting meetings, no more than one (1) Union Steward shall benefit from paid time. However, by mutual agreement, a newly appointed Union Steward in training shall be permitted to attend up to two (2) grievance/investigatory meetings for training purposes. For situations related to training, both the Union Steward trainer and trainee will be on paid time while attending the same disciplinary or investigatory meetings.

Appointed Union Steward(s) will notify their manager in writing no less than twenty-four (24) hours prior to the obligation. Exceptions to the twenty-four (24) hour notification requirement may be made for emergencies. Such requests will not be denied unless they would negatively impact participants, program operations, or program outcomes.

Bargaining unit members will notify their manager in writing of such paid union obligations at least twenty-four (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. An exception to the twenty-four (24) hour notification requirement can be made for emergencies. Such requests will not be denied unless they would negatively impact participants, program operations, or program outcomes.

e. Union Leave

Bargaining unit members shall be permitted to use up to a combined total of two hundred (200) hours of unpaid leave per fiscal year for the purposes of attending meetings, conventions, trainings, or other official Union business. Time spent in new steward training shall not be included in the two hundred (200) hour cap. Requests for Union leave must be made no less than fourteen (14) calendar days in advance. Such requests will not be denied unless they would negatively impact participants, program operations, or program outcomes. The Union agrees to track this time and provide a quarterly accounting of union leave.

f. Notification to Parties

The Union or leadership of TPI Workers United! shall notify Transition Projects of the names of all Authorized AFSCME Council Representatives, Union 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 Human Resource 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 members each month by the 10th of each month that will include the following fields:

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

Any changes to existing bargaining unit members' 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 eligible employees covered by this agreement to become bargaining unit members of the Union, and there shall be no discrimination, interference, restraint, or coercion by Transition Projects or any Transition Projects representative against any employee because of their Union membership or because of any employee acting 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

Authorized AFSCME Council Representatives, TPI Workers United! representatives, Union Stewards, or designated union bargaining members will be permitted to make a thirty (30) minute presentation to new employees at each New Employee Orientation or other similar events that involve current or eligible bargaining unit members. Transition Projects will let the Union know the date, time, and location of New Employee Orientations as soon as is practicable.

This presentation shall be for the purpose of introducing attendees to the leadership of TPI Workers United!, Authorized AFSCME Council Representatives, and for making the Union available to answer any questions new members may have and explain the role the Union plays in representing bargaining unit members. Union-designated representatives conducting the thirty (30) minute presentation to new employees at each New Employee Orientation or other similar events will be permitted to do so on paid time.

A designated Union representative will be allowed to meet for fifteen (15) minutes with new employees who do not attend New Employee Orientation. Both the new employee and the designated Union representative will be allowed to meet on paid time for those fifteen (15) minutes. Managers of both individuals must be notified of the meeting at least twenty-four (24) hours in advance via email.

i. Right to Grieve

Bargaining unit members may file a formal complaint against another bargaining unit member or union officer by completing the AFSCME complaint form and submitting it to the Union secretary or any Union officer. More information can be found in the AFSCME Local 88 Policies or from the Authorized AFSCME Council Representative.

Article 3 - Management Rights

The parties agree that Transition Projects has the right to operate and manage the organization, including, but not limited to,

- the right to maintain order and efficiency;
- to direct employees and to determine job assignments and working schedules;
- to determine the methods, means, and personnel to be used;
- to implement improved operational methods and procedures;
- to determine staffing requirements;
- to determine the kind and location of facilities;
- to determine whether the whole or any part of the operation shall continue to operate;
- to select and hire employees;
- to promote and transfer employees;
- to discipline, demote, or discharge regular employees for just cause and probationary employees “at will”;
- to lay off employees;
- to recall employees;
- to require reasonable overtime work of employees; and
- to promulgate rules, regulations, and personnel policies, provided that such rights shall not be exercised so as to violate any of the specific provisions of this agreement.

Neither the management rights reserved by Transition Projects nor their use in the conduct of its business shall be subject to the grievance and arbitration provisions of this Collective Bargaining Agreement.

Article 4 - Non-discrimination and Commitment to Equity

a. Non-discrimination

Transition Projects, 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 and expression, veteran status, disability, genetic information, union membership status, or any 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

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

Transition Projects' Equal Employment and Unlawful Harassment and Discrimination Policy, as stated in the employee handbook, as well as the Agency Equity Standards and Expectations Policy, will be used by management as a basis for operations.

Transition Projects will be responsible for enforcing these equity expectations, and in solidarity, the Union will similarly expect its members to uphold these standards.

Within its control and influence, the Union agrees to take into strong consideration the Equity Standards when considering filing grievances or taking other action when a bargaining unit member is being held responsible for violating these standards. Transition Projects will investigate all reports of bias, discrimination, and harassment.

Transition Projects will take into strong consideration the Equity Standards when holding all employees accountable to these expectations.

Employees violating the Equity Standards and Expectations will be subject to discipline, up to and including separation from employment. Employees may refer to Article 2 - Union Rights for more information on how to file a complaint with AFSCME against another bargaining unit member.

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 and expression.

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

Transition Projects, 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, visitors, and community partners.

Micro-aggressions are regular, indirect, subtle words and actions that communicate hostile, derogatory, or negative attitudes about members of a marginalized group (i.e., avoiding or ignoring people of color; using the wrong gender pronoun for someone).

Transition Projects, the leadership of TPI Workers United!, and the Union shall not condone and/or tolerate prejudicial remarks, actions, slurs, and jokes directed at, expressed, or any other form of micro-aggression towards any member of a marginalized group. This includes an employee's ability, racial identity, religious preference, sexual orientation, gender identity and expression, national origin, familial, or economic status, and all other protected statuses.

More information on reporting and process can be found in the Transition Projects' employee handbook.

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, culturally specific and protective hairstyles, ability, and other protected class status.

e. Access To Participants and Employees

Transition Projects is committed to ensuring that this agency remains a safe place for everyone. To that end, Transition Projects will not allow any unauthorized agent or immigration official to enter worksites or access employees and participants and their information. Should an immigration official present themselves, they must have a valid warrant signed by a judge or magistrate and confirmed to be present and valid by a member of agency leadership.

Article 5 - Dues Collection

Eligible employees have the right to membership in the Union, but membership in the Union shall not be required as a condition of employment. Transition Projects 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 fees 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 Political Action Committees (PACs) by submitting the form provided by the Union. PACs are the union's political action funds, which act 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.

a. Union Membership Dues

Transition Projects agrees to deduct union membership dues from the pay of the bargaining unit member covered by this Collective Bargaining Agreement each pay period. Deductions shall cease the pay period following permanent appointment to a position that is excluded from the bargaining unit or leaving the agency.

b. 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 fair share employee'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 an 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 (NLRA) and Board (NLRB) decisions.

Transition Projects 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 thirty (30) days after becoming an eligible employee of the bargaining unit.

c. Right to Organize

Bargaining unit members and fair share employees shall have the right to:

- self-organize,
- form, join, assist, or refrain from labor organizations and
- bargain collectively through representatives of their own choosing.

There shall be no discrimination exercised against any bargaining unit member, fair share employee, or eligible employee covered by this Collective Bargaining Agreement because of their membership or union activities.

d. Union Notification Obligation

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

e. Objections

The Union expressly agrees that it will safeguard the rights of non-association of bargaining unit members based upon bona fide religious tenets or teachings of a church or religious body of which such bargaining unit member is a member. Such bargaining unit member shall pay the in-lieu-of-dues payment to a non-religious charity mutually agreed upon by the bargaining unit member making such payment and the union, or in lieu thereof, the bargaining unit member shall request that such in-lieu-of-dues payment be not deducted and shall furnish written proof to the Union and Transition Projects when completed.

f. Indemnification

The Union agrees that it will indemnify, defend, and hold Transition Projects harmless from all suits, actions, proceedings, and claims against Transition Projects or persons acting on behalf of Transition Projects, 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.

g. Holder of Record

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

h. Quarterly Audit

Transition Projects agrees to run an audit comparing the full list of all represented bargaining unit members 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

Transition Projects will post the Collective Bargaining Agreement on the agency intranet. A link to the Collective Bargaining Agreement will be provided to newly eligible employees at onboarding. If requested, a paper copy of the Collective Bargaining Agreement will be provided.

b. Employee Handbook

Transition Projects will post the current employee handbook on the agency intranet. A link to the employee handbook will be provided to new employees at onboarding. If requested, a paper copy of the employee handbook will be provided.

The Authorized AFSCME Council Representative will be provided a current copy of the employee handbook with the signing of the Collective Bargaining Agreement and whenever the handbook is changed.

Article 7 - Labor Management Committee

a. Purpose

The Labor Management Committee (LMC) is a vehicle for communication and problem-solving 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 bargaining unit employees. This committee may also be used for advocacy, education, and to discuss ideas of how to improve services within Transition Projects programs.

The Labor Management Committee will also have the task of reviewing healthcare plans.

b. LMC Membership

Transition Projects and the Union agree to the establishment of a joint Labor Management Committee (LMC). The committee will be composed of at least three (3) but no more than ten (10) bargaining unit members per meeting, one (1) Authorized AFSCME Council Representative, and at least three (3) Transition Projects. Management will strive to have members of shelter, housing, and wellness leadership in attendance at each meeting. Both parties will select their respective committee members. The committee will nominate co-chairs, including one (1) from TPI Workers United! and one (1) from the Transition Projects management team. The co-chairs are responsible for setting the agenda and facilitating LMC meetings. The individual who facilitates the committee meetings will be on an alternating basis.

c. Meeting Times

The committee shall meet monthly unless an alternative schedule is mutually agreed upon by the co-chairs of the committee ahead of the next scheduled meeting.

d. Agenda

Each party will submit items to the co-chairs for the agenda at least three (3) calendar days prior to the scheduled date of the meeting. Standing agenda items shall include policy changes and DEI initiatives.

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 sixty (60) 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 significant rate increases or changes to the medical or dental providers resulting in the need to locate new health providers, 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' broker and/or benefits agents of records may be invited to participate. The Labor Management Committee may meet within the next thirty (30) days to review feedback from the membership and will make a final recommendation no later than seven (7) days after reviewing renewal options to the benefit renewal date. Selection of brokers, agents, benefit providers, and plans is a management right.

Should the renewal information not be available more than sixty (60) days prior to the benefit renewal date, the Union and Transition Projects agree to modify the timeline for review and renewal.

Article 8 - Performance Improvement, 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 from employment. Whenever possible, discipline will be administered in a corrective and progressive way, which may include a verbal warning, a written warning, probation, final written warning, and separation from employment.

The disciplinary action taken by agency leadership will depend upon the seriousness of the bargaining unit member's alleged misconduct as well as the nature and frequency of the alleged misconduct and any previous acts of related discipline. Bargaining unit members will not be disciplined without just cause.

Prior to any discipline being imposed, the bargaining unit member will be provided twenty-four (24) hours notice in advance of the disciplinary meeting, the charge(s) or complaint(s), as well as notice of their right to request a Union Steward be present before any disciplinary meeting takes place. The bargaining unit member will be given an opportunity to respond to the charges in a disciplinary meeting. It is up to the bargaining unit member to arrange for representation.

Agency leadership can extend the timing of the meeting up to a maximum of two (2) business days from the date the bargaining unit member was notified. This extension is to allow the bargaining unit member an opportunity to select an available Union Steward for the time of the meeting. If no Union Steward is available for the scheduled meeting time, the agency leadership member, bargaining unit member, and Union Steward will work together to arrange a time when the disciplinary meeting can take place.

If Transition Projects has reason to discipline a bargaining unit member, every reasonable effort will be made to deliver the discipline in such a manner that will not embarrass the bargaining unit member in front of other employees, participants, or the public.

a. Non-Disciplinary Performance Corrections

Wherever possible, agency leadership will take non-disciplinary measures such as coaching and Performance Improvement Plans (PIP) to support bargaining unit members before taking more formal disciplinary action.

Coaching is any discussion with a bargaining unit member designed to help the bargaining unit member identify and remedy problems in skills, attendance, abilities, attitude, or work performance.

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 appropriate.

Performance Improvement Plans (PIP) are written plans created by an agency leadership member to support a bargaining unit member 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 bargaining unit member can use as well as measurable actions they can take to improve their performance. PIPs will be used whenever possible before taking more disciplinary action. It may be used as often as is appropriate.

Performance Improvement Plans and Coaching may be used as often as agency leadership management deems appropriate but is not considered discipline and shall not be placed in the bargaining unit member's personnel file.

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, or
- Acts of prejudice, bias, discrimination, or harassment are committed.

b. Just Cause

If the bargaining unit member has successfully completed their initial or internal hire trial period, the agency leadership member must demonstrate Just Cause before implementing discipline or separation. The Just Cause Standard shall apply in the administration of all discipline. The Just Cause steps to demonstrate the action are as follows:

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

The following questions will assist the parties in determining whether or not the Just Cause Standard has been properly applied in instances of discipline or discharge of bargaining unit members.

1. Did Transition Projects provide the bargaining unit member with forewarning or foreknowledge of the possible or probable disciplinary consequences of the bargaining unit member's conduct?
2. Is the rule, order, or policy at issue reasonably related to the orderly, efficient, and safe operation of the agency and to the performance that Transition Projects might properly expect of the bargaining unit member?
3. Did Transition Projects, before administering discipline to the bargaining unit member, make an effort to discover whether the bargaining unit member did, in fact, violate or disobey a rule, order, or policy of Transition Projects?
4. Was Transition Projects' investigation conducted fairly and objectively?
5. During the investigation, did Transition Projects obtain substantial evidence or proof that the bargaining unit member engaged in the conduct for which the bargaining unit member is being disciplined?
6. Has Transition Projects applied its rules, orders, and discipline for the infraction involved evenhandedly and without discrimination against the bargaining unit member?

7. Was the degree of discipline administered by Transition Projects reasonably related to the seriousness of the bargaining unit member's offense and the performance record of the bargaining unit member?

c. Paid Administrative Leave for Investigatory Reasons

Paid Administrative Leave for Investigatory Reasons is not considered discipline, but it might lead to discipline. A bargaining unit member may be suspended with pay to allow the manager, Human Resources, CEO, or their designee to conduct an investigation into allegations of serious misconduct.

The bargaining unit member must be provided notice of an investigation and that they will be placed on Paid Administrative Leave for Investigatory Reasons.

If no policy infractions are found during the investigatory process, the bargaining unit member will be reinstated. If it is found in the investigatory process that policy infractions have occurred, the appropriate progressive disciplinary action will be taken. Regardless of the outcome of the investigation, employees will be paid for the time that they are on administrative leave for investigatory purposes.

d. Progressive Discipline

Transition Projects will follow the principles of progressive discipline. The types of progressive discipline need not be used in the order listed below, depending on the seriousness of the misconduct or policy infraction. There will be separate tracks of discipline, depending on the infraction, as noted below.

- Track A for unpaid time off (UPTO)
- Track B for all other types of infractions

When possible, Transition Projects will attempt to correct performance issues through coaching and performance improvement plans before using Progressive Discipline.

- 1. Verbal Documented Warning:** A verbal documented warning is a formal

disciplinary conversation that provides notice to the bargaining unit member that their behavior or performance must be improved. It defines the area(s) where improvement is needed, sets goals, and informs the bargaining unit member that failure to improve may result in more serious disciplinary action. This step can be taken as often as advisable.

The verbal documented warning will be used for bargaining unit member misconduct that does not endanger the safety or well-being of participants, other employees, visitors, 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 an employee.

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 bargaining unit member and any Union Steward present at the disciplinary meeting at the time that it is placed in the bargaining unit member'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 Probation.

Written warnings are used when there are acts of policy infractions or misconduct jeopardizes the safety or well-being of participants, other employees, or the agency. Written warnings may also be used for repeated instances of misconduct.

The written warning must be signed by the bargaining unit member, Union Steward (if present), and agency leadership member to acknowledge receipt of the written notice. Signing a written warning does not indicate support or approval of the discipline. Refusal to sign the document does not negate the disciplinary action.

A copy of the written warning and any Performance Probation documentation PIPs will be given to the employee and to any Union Steward present at the meeting. A copy will also be placed in the bargaining unit member's personnel file. Bargaining unit members may respond to the warning in writing, and this response will be placed in their personnel file.

- 3. Final Written Warning:** A final written warning is a formal notice that performance or behavior must be improved and that failure to do so will result in separation of employment from Transition Projects. It contains the same elements as a verbal documented warning and a written warning. When appropriate, it may be used in conjunction with a Performance Probation.

A copy of the final written warning will be given to the bargaining unit member and to any Union Steward present at the meeting. The final written warning shall be signed by the bargaining unit member, Union Steward (if present), and agency leadership member to acknowledge receipt of the final written warning. Signing a final written warning does not indicate support or approval of the discipline. Refusal to sign the document does not negate the disciplinary action. A copy of the final written warning will be placed in the bargaining unit member's personnel file. Bargaining unit members may respond to the final warning in writing, and this response will be placed in their personnel file as well.

- 4. Separation from Employment:** Separation from employment may be used only after the agency leadership member receives signed authorization by the Vice President of Human Resources, CEO, or a mutually agreed upon designee.

e. Performance Probation

Performance probation is a period of time during which a bargaining unit member must show improvement in job performance and/or behavior. The inability to show improvement in the areas outlined in the Performance Probation document may result in the next step of progressive discipline up to and including separation of employment.

This is a tool that can be used in conjunction with a written warning or final written warning. It is not the same as an initial new employee trial period or promotional trial period. Performance probation may be up to but not exceeding ninety (90) calendar days and is used to provide additional support when necessary. When a bargaining unit member is placed on performance probation, there must be a documented written notice describing the cause for the probationary status, an objective and measurable means of determining the necessary improvement in the bargaining unit member's behavior or performance, and a deadline for making such improvements. As with other disciplinary documents, the performance probation document would go in a bargaining unit member's file for two (2) years before it goes stale.

f. Immediate Separation from Employment

Immediate separation from employment may be used only after the agency leadership member receives authorization from the Vice President of Human Resources or the CEO. If the bargaining unit member's initial trial period has been successfully completed, Just Cause must be demonstrated by the agency leadership member for separation.

Examples of conduct that may result in immediate dismissal without prior discipline or warning include but are not limited to:

- Obtaining employment on the basis of false or misleading information.
- Theft.
- Gross insubordination is defined as flagrant or extreme refusal to follow a directive when the refusal is unrelated to an organized union workplace action or concerted activity.
- Disorderly conduct, such as, but not limited to, fighting, engaging in physical altercations, vandalism, threatening or harassing behavior.
- Falsification or abuse 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, employees, guests, volunteers, or agency property.

- Coming to work intoxicated, under the influence of alcohol, and/or unauthorized prescription or other drugs. Refer to the Employee Handbook for more information on the Alcohol and Drug Policy.

g. Procedure for Disputing Discipline

Any bargaining unit member who receives disciplinary action or is separated from employment may challenge that disciplinary action through the grievance procedure, with the exception of employees in their initial trial period who may not grieve a separation from employment. The grievance procedure shall be the sole and exclusive procedure for the 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 bargaining unit member will be reinstated, made whole, have their personnel file cleared of documents related to the inaccurate discipline, and, if need be, have the appropriate discipline imposed instead.

h. Personnel Files

A bargaining unit member may request to review their personnel file and have stale documents removed. Verbal Documented Warnings and Written Warnings shall each become stale after one (1) year if no additional discipline, as defined in subsection d, has been received. Final Written Warnings shall become stale after two (2) years. Even if not removed from a bargaining unit member's personnel file, all stale discipline will be ignored if it has passed beyond its expiration date.

Article 9 - Settlement of Disputes

a. Union Stewards and the Processing of Grievances

Union Stewards are union bargaining members who have completed the steward training offered by AFSCME. The rights, responsibilities, and powers of the Union Steward are outlined in Article 2 - Union Rights, along with how to maintain a list of active Union Stewards.

b. Information Requests

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

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

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

Bargaining unit members and the Union will keep the information received via information requests as confidential as possible, consistent with carrying out their duties to investigate the alleged grievance. The bargaining unit member and Union will not retaliate against any Transition Projects employee(s) who have provided information during the 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 this Collective Bargaining 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 Collective Bargaining 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 Union Steward or Authorized AFSCME Council Representative may represent them at each or any step of this procedure. There will be an in-person meeting to discuss the grievance at each step of the grievance procedure unless mutually agreed otherwise.

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 timelines must be asserted at the step following the alleged failure, or it is waived. If the bargaining unit member or the Union fails to meet one (1) of the timelines for pursuing the grievance, the grievance will be deemed withdrawn and will not be processed any further.

In cases of grievances related to sexual harassment or hostile work environment situations, the bargaining unit member should report to the member of Human Resources or a member of the Senior Leadership Team to allow the agency to start an immediate investigation, as per the Unlawful Harassment Policy. A bargaining unit member does not have to follow the grievance steps in these types of situations, as this may unnecessarily delay the investigation.

d. Escalator Clause

If an agency leadership member fails to respond to the grievance in the allotted time, the Union and the bargaining unit member may move the grievance to the next step of the process.

The Union and Transition Projects agree that it is in their best 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 separation from employment will be advanced to Step Three of the grievance procedure.

e. Grievance Steps

- 1. Step One - Informal Level:** It is the intent of the parties that the grievant, a bargaining unit member who has a grievance, promptly attempts to resolve any grievance informally with their direct manager.
- 2. Step Two - Human Resources Level:** If the grievant is unable to resolve the grievance at Step One, the Union or the grievant, with notice to the Union, may file a grievance in writing with Human Resources within thirty (30) calendar days of the alleged breach of the Collective Bargaining 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 specific provision(s) of the Collective Bargaining Agreement alleged to be in violation, and
 - c. the remedy sought.

Human Resources shall provide a written response to the grievance addressed to the grievant, with a copy to the Union, within thirty (30) calendar days after the receipt of the grievance.

- 3. Step Three – CEO Level:** If the grievance remains unresolved at Step Two, the grievance may be presented to the CEO of Transition Projects or their designee within thirty (30) calendar days. The CEO or their designee shall respond in writing to the grievant with a copy to the Union within thirty (30) calendar days

after the receipt of the grievance.

- 4. Step Four - Mediation Level:** If the grievance remains unresolved at Step Four, the Union will present notice to the CEO or their designee that Mediation is requested. A certified federal mediator or another person who will be agreed upon by both sides will provide mediation. The cost of mediation will be split evenly between Transition Projects and the Union. Up to two (2) mediation sessions will be held. The first session will meet within thirty (30) calendar days after the receipt of the notice. The second, if necessary, will meet within thirty (30) 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.

- 5. Step Five – Arbitration:** In the interest of time and efficiency, all 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 within thirty (30) days 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 CEO or their designee within thirty (30) calendar days of the last day of mediation. The arbitrator shall be selected by Transition Projects and the Union as follows:

- If the parties are unable to agree on an arbitrator, they will request a list of seven (7) 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 \$8,000.00 (eight

thousand dollars).

- Should the selected arbitrator decline the selection to hear the arbitration case as outlined in Step Five, the parties will agree to move to the next arbitrator (the last one struck) 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 arbitrators on the list within seven (7) calendar days of determining if a new list is needed.

f. Arbitration Procedure

1. The arbitration hearing shall be held virtually 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 twenty-one (21) business days after the hearing is completed.
3. The parties shall disclose to one another and exchange copies of their respective hearing exhibits, exhibit 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 forty-eight (48) hours in advance of the hearing. No witnesses or exhibits may be presented at the hearing unless they were 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 (3) members from each party, including the grievant. Witnesses are allowed only while testifying.
5. Stenographic or other recordings 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 Transition Projects. 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 Transition Projects.

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 days. 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 \$8,000.00. 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 at least seven (7) days 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

A layoff is a separation from regular status employment or a significant reduction of eight (8) or more work hours per week initiated by Transition Projects due to a lack of work, insufficient funds available to maintain the current workforce, elimination of a given function, or elimination of a program. Transition Projects will determine whether a layoff is needed.

b. Notice of Layoff

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

c. Bumping

A bargaining unit member who has been notified of a layoff shall have the right to bump the least senior bargaining unit member with the same classification and position title, as long as the laid-off bargaining unit member is qualified to perform that job without any additional training.

d. Layoff-Recall Status

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

Bargaining unit members in the layoff-recall status shall be recalled to their former classification if a vacancy occurs while the bargaining unit member is in the layoff-recall status. If an employment position becomes available and more than one (1) laid-off bargaining unit member in the layoff-recall status has held that classification, then the laid-off bargaining unit member in the layoff-recall status with the most seniority will be recalled first.

Any offer of recall to the bargaining unit member for their former classification will be sent to the bargaining unit member'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 who to contact in Human Resources regarding the recall. Any bargaining unit member who fails to accept a recall position within seven (7) calendar days of the date of receipt of the mailing will be treated as if the bargaining unit member has voluntarily terminated the employment relationship. A bargaining unit member 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.

Bargaining unit members will report to work not later than fourteen (14) calendar days after accepting a recall position, or they will be considered to have voluntarily terminated the employment relationship.

Laid-off bargaining unit members in the layoff-recall status may participate in Transition Projects' Internal Hire Process but will not receive any special notification of job openings except as noted above. A bargaining unit member in the layoff-recall status shall be entitled to consideration for any open position or new position with Transition Projects in the Internal Hire Process.

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

Seniority with Transition Projects shall be defined as the total length of continuous service as a regular status bargaining unit member, including any time spent on an approved paid leave of absence or approved FMLA leave, or any other legal leave of absence. Seniority shall not include any time the bargaining unit member spends on layoff or non-paid status.

e. Responding to Recall

Bargaining unit members in layoff status must notify Transition Projects 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 bargaining unit member shall advise Transition Projects when the bargaining unit member is no longer available for or interested in being recalled. A failure to notify Transition Projects of a temporary or permanent change of address or telephone number shall terminate the employer's requirement to notify the laid-off bargaining unit member as to positions available.

f. Reorganization/Restructure

Transition Projects 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 Transition Projects plan a reorganization or restructuring, it will notify affected bargaining unit members and the Union at least fourteen (14) days in advance of the implementation of such changes. The notification will provide a brief outline of the changes planned and 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 notice of concerns within seven (7) calendar days to Transition Projects. 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.

Bargaining unit members will be allowed to request a Union Steward or Authorized AFSCME Council Representative at meetings regarding the layoff.

Article 11 - Paid Time Off

The following tables were created as a quick reference when reviewing the subsections on holiday time, vacation, and sick time accruals.

Vacation Time Accrual Table

Years of Benefit Accrual	Accrual Rates	Example based on working 40hrs a week	Maximum Accrual Balance
1st Year	.0472 per hour actually worked	98 hours/year	98 hours/year
2nd Year	.0500 per hour actually worked	104 hours/year	132 hours/year
3rd Year	.0539 per hour actually worked	112 hours/year	144 hours/year
4th-6th Year	.0674 per hour actually worked	140 hours/year	180 hours/year
7th-9th Year	.0750 per hour actually worked	156 hours/year	210 hours/year
10+ years	.0914 per hour actually worked	190 hours/year	240 hours/year

Sick Time Accrual Table

Years of Benefit Accrual	Accrual Rate	Example based on working 40hrs a week	Maximum Accrual Balance
All years of service	.0500 per hour actually worked	104 hours/year	140 hours/year

Floating Holiday Time Accrual Table

Years of Benefit Accrual	Accrual Rate	Example based on working 40hrs a week	Maximum Allotment Balance
All years of service	Up to 24 hours/quarter <i>(prorated based on FTE status & hire date)</i>	24 hours/quarter	Up to 24 hours/quarter

a. Vacation

- 1. Accrual of Vacation Time.** From the first day of employment, bargaining unit members will earn paid vacation time based on hours actually worked at rates defined in the table above. Vacation may be used as it is accrued

Vacation time will be paid at the bargaining unit member's current rate of pay at the time of payment/use. If a bargaining unit member leaves the agency or changes positions from a benefit-eligible position to a non-benefit-eligible position, the bargaining unit member will be paid out at their current wage for the accrued but unused vacation hours up to their current maximum accrual balance.

The maximum accrual balance for vacation time is stated in the table above.

- 2. Requesting Vacation Time Off.** Vacation time must be requested via the payroll system with at least fourteen (14) calendar days advance notice of the initial vacation day.

Supervisors and managers may deny vacation requests if there would not be sufficient staff on duty to meet agency needs. In the event a vacation request cannot be granted, managers and the bargaining unit member will work together to identify another time for vacation in the next ninety (90) days.

Vacation requested verbally, via email, or any other route besides the payroll system is not valid. Once a supervisor or manager has received an electronic request via the payroll system, a response must be given to the bargaining unit member via the payroll system within seven (7) calendar days or less.

Bargaining unit members may request vacation time with less than fourteen (14) calendar days of notice, but those requests may not be approved as requested, subject to agency needs.

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

3. Reviewing of Vacation Requests. In situations where numerous bargaining unit members have requested the same time off, and not all requests can be approved due to the hardship that it would put on the program, the supervisor or manager must consider the following in order before deciding to approve or deny vacation requests.

1. The order in which the requests were received by management via the payroll system.
2. The seniority levels of the bargaining unit members requesting vacation time.
3. The impact on the program or agency that the absence of each specific bargaining unit member would create.

Once a supervisor or manager has received an electronic vacation request via the payroll system, a response must be given to the bargaining unit member via the payroll system within seven (7) calendar days or less.

b. Sick Time

1. Accrual of Sick Time. Bargaining unit members will earn sick time based on actual hours worked, up to 104 hours per year, at a rate of .0500 per hour worked. The maximum accrual balance for sick time hours is 140 hours.

Sick time is not subject to being paid out under any circumstance, including but not limited to a bargaining unit member's resignation, separation, or transfer into a non-benefit eligible position.

Part-time bargaining unit members receive sick time prorated based on actual hours worked. Part-time bargaining unit employees will accrue .0500 hours of paid sick time per hour worked. Accumulated sick time may be used during the initial and internal hire trial periods.

- 2. Using Sick Time.** Bargaining unit members may use sick time for the purpose of improving their overall physical, mental, or emotional well-being. Bargaining unit members who need to use sick time will make a reasonable effort to inform their manager directly of their need to use sick time as soon as possible but at least two (2) hours prior to the start of their shift. In the event that the manager cannot be reached, the bargaining unit member must contact an employee on duty in their program or service site to report calling out sick. The bargaining unit member will follow any additional policies established by their department.

If an employee calls out sick for three (3) full days in a row or has a noticeable pattern of sick time usage in a short time period, they will be required to have a conversation with the manager or designee to create a return-to-work plan. Bargaining unit members are required to follow all agency requirements regarding notification of potential or confirmed communicable diseases.

A notice of less than two (2) hours may lead to discipline, with the exception of verifiable emergencies that make it physically impossible for a bargaining unit member to call out sick to management.

If a bargaining unit member has exhausted all accrued paid time off and is not on an authorized or protected leave of absence such as FMLA, missed work hours may be considered unauthorized and can lead to disciplinary action. See Article 12 - Authorized Leaves of Absence and Unpaid Time Off (UPTO).

- 3. Suspicion of Sick Leave Abuse.** Prior to taking any action concerning sick leave abuse, the supervisor or manager will notify the bargaining unit member that their sick leave usage appears to be excessive, with the exception of authorized or protected leaves of absence. The manager and/or Human Resources may request medical documentation from the bargaining unit member if there is suspicion of abuse of paid time off or concerns regarding the bargaining unit member's ability to meet the minimum requirements of the position upon their return to work.

c. Floating Holiday

- 1. Awarding of Holiday Time.** Transition Projects values the diversity of its staff members. To uphold this value, all paid holiday time is floating time. There are no designated holiday dates that Transition Projects as an organization observes. Bargaining unit members shall receive up to 24 hours of holiday pay at the beginning of each quarter (January 1st, April 1st, July 1st, and October 1st), prorated based on date of hire and FTE status. Holiday pay is paid at the bargaining unit member's current rate of pay at the time of use.

The maximum award allotment for holiday time is 24 hours per quarter.

- 2. Prorated Holiday Time for New Hires.** Newly hired bargaining unit members will receive prorated floating holiday time based on the month in which they are hired during the quarter. Floating holiday time will be distributed according to the following schedule:
 - First Month of the Quarter (January, April, July, October): New hires will receive the full amount of floating holiday time they are eligible for, up to (twenty-four) 24 hours.
 - Second Month of the Quarter (February, May, August, November): New hires will receive (two-thirds) $\frac{2}{3}$ of the amount of floating holiday time they are eligible for, up to (sixteen) 16 hours.
 - Third Month of the Quarter (March, June, September, December):
 - If hired within the first (two) 2 weeks of the third month, new hires will receive (one-third) $\frac{1}{3}$ of the floating holiday time they are eligible for, up to (eight) 8 hours.
 - If hired within the last (two) 2 weeks of the third month, new hires will not receive floating holiday time for that quarter.
- 3. Requesting Holiday Time.** Bargaining unit members are eligible to use awarded holiday hours at their discretion, following the same procedure and policies for requesting vacation time off.
- 4. Reviewing of Holiday Time Requests.** Although the supervisor or manager will do their best to respect and approve requests for holiday time off, in situations

where numerous bargaining unit members have requested the same time off, and not all requests can be approved due to hardship that it would put on the program, the supervisor or manager must consider the following in order before deciding to approve or deny holiday requests.

1. The order in which the requests were received by management via the payroll system.
2. The seniority levels of the bargaining unit members requesting holiday time.
3. The impact on the program or agency that the absence of each specific bargaining unit member would create.

Once a supervisor or manager has received an electronic request via the payroll system, a response must be given to the bargaining unit member via the payroll system within seven (7) calendar days or less.

- 5. Paying Out Holiday Time.** Unused holiday hours will not be rolled over or banked for future use. Any unused holiday time each quarter will be paid out at the bargaining unit member's current rate of pay. The payout of unused holiday hours will be at the end of the next month following the end of the quarter (April 30th, July 31st, October 31st, and January 31st).
- 6. Double-Time Pay Rate Days.** Four (4) specific days are designated differently to accommodate agency needs. Hours worked on the 4th Thursday of November, December 25th, December 31st (specifically for swing and graveyard shift), and January 1st (specifically for day shift) will be paid at a rate two times (2x) the bargaining unit member's current rate of pay for the following positions: Residential Advocates, Custodians, Resource Specialists, Mobile Support Specialists, and Wellness Access Specialists during that time.

d. Paid Bereavement Leave

Transition Projects provides up to two (2) instances of sixteen (16) hours of paid bereavement leave per calendar year. Paid bereavement leave may be used for anyone related by blood or affinity whose close association with the employee is the equivalent of how they define a familial relationship. Other authorized unpaid protected bereavement leave options may be available in accordance with Oregon State Law.

To be eligible for bereavement leave, the employee must produce one of the items from this list:

- A death certificate
- A funeral or wake program or notice
- An obituary
- Funeral information
- Paperwork received from the funeral home
- Social media announcement

If a bargaining unit member fails to substantiate bereavement leave with one of the items from the above list, it may result in disciplinary action. See the employee handbook for more information. Verification must be provided by the close of the impacted pay period.

e. Jury Duty

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

Bargaining unit members selected for Jury Duty must notify their manager as soon as possible. Transition Projects will pay the difference between any compensation for Jury Duty and the bargaining unit member's regular rate of pay for up to five (5) days per

year. Bargaining unit members excused or dismissed from jury duty before the end of the day will report back to work if practicable.

f. Witness and Victim Duty

Bargaining unit members who are required to appear in court or in a state or federal administrative proceeding to testify under subpoena or court order as a witness or victim of a crime must notify their manager and submit a completed witness duty request form to Human Resources as soon as possible. Employees appearing in court on behalf of Transition Projects will be on paid time/duty status. Transition Projects will pay for witness duty at the bargaining unit member's regular rate of pay for up to three (3) days per year. Bargaining unit members excused or dismissed from witness duty before the end of the day will report back to work if practicable.

Article 12 - Unpaid Time Off and Leaves of Absence

a. Protected Leave Entitlements

Transition Projects will comply with all provisions of OFLA, FMLA, USERRA, and any other federal or state-mandated protected leave requirements. Bargaining unit members anticipating a need for protected leave should contact Human Resources for procedural instructions within timeframes established by law.

Bargaining unit members in any of the above leave statuses will continue to accrue seniority.

b. Authorized Short-Term Unpaid Time Off

The bargaining unit member's supervisor or manager may authorize unpaid time off up to forty (40) hours or their FTE equivalent per calendar year. Unpaid time off that is more than forty (40) hours or their FTE equivalent and is not a protected leave may be considered a "Leave of Absence without Pay." Bargaining unit members must follow all attendance policies and procedures for requesting time off. If granted, bargaining unit members shall work with the supervisor or manager to arrange for coverage.

As described in the Employee Handbook, unpaid and unauthorized time off in excess of 40 hours per calendar year will be subject to formal discipline, up to and including separation, unless the bargaining unit member has been officially approved for a Non-Protected Leave of Absence without Pay.

c. Non-Protected Leaves of Absence Without Pay

Regular status bargaining unit members may request unpaid leaves of absence in excess of forty (40) hours or their FTE equivalent but for no more than a cumulative ninety (90) calendar days in any eighteen (18) month period that is not connected to the protected leave entitlements as listed above.

All requests for non-protected leaves of absence without pay must be reviewed and officially approved by the Vice President of Human Resources. Among the factors that determine whether the request will be approved are:

- The reason for the request;
- Bargaining unit member'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);
- Job obligations of requesting bargaining unit member's department, location, and/or job;
- Level of hardship the absence would cause to the staffing needs of the department;
- Bargaining unit member's commitment to return to work immediately following the leave

A non-protected leave of absence without pay which has been granted for fewer than ninety (90) calendar days may be extended up to a maximum total of ninety (90) days if the extension is requested, a minimum of fourteen (14) calendar days prior to the expiration of the original leave and the reason for the request meets the above standards. Bargaining unit members on non-protected leaves of absence without pay do not accrue seniority during the period of absence. Bargaining unit members 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 akin to Article 12's layoff provisions of this Collective Bargaining Agreement.

If a regular status bargaining unit member exceeds ninety (90) days of authorized leave, Transition Projects may separate employment under an "unable to return to work" reason. The bargaining unit member 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 protected leave entitlements or are not officially 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 strike, picketing, or other restrictions of work either at Transition Projects' premises or the premises of customers, suppliers, vendors, or subcontractors whom Transition Projects serves, during the life of this Collective Bargaining Agreement.

Lockouts, strikes, stoppages, slowdowns, and or other restrictions of work will be a violation of this Collective Bargaining Agreement.

In the event of a strike, stoppage, slowdown, sympathy strike, picketing, or other restriction of work in any form, during the life of this Collective Bargaining 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 Transition Projects against any bargaining unit member engaged in a violation of this article.

Nothing in this Collective Bargaining Agreement prevents bargaining unit members from exercising their rights under the law to engage in concerted activity, including informational picketing.

Article 15 - Hours of Work, Breaks, and Meal Breaks

a. Work Period

Unless otherwise scheduled, a standard workweek is thirty-seven (37) to forty (40) hours, and the standard shift is eight (8) to twelve and a half (12.5) hours per day.

b. Breaks

Breaks are as provided by law. Each bargaining unit member shall be allowed a paid break of fifteen (15) minutes for each half-work period of four (4) to six (6) hours. Breaks shall be allowed as near to the middle of each half-work period as possible and shall be scheduled so that the programs are adequately staffed at all times. Breaks may not be accumulated, used to shorten the work period, or combined to make for a longer break. Bargaining unit members are expected to communicate and coordinate with their co-workers prior to taking a break. Managers are responsible for ensuring sufficient coverage for breaks. Bargaining unit members are responsible for notifying their managers via email if they are unable to take their break. Transition Projects will provide a designated break space in each facility.

c. Meal Break

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

d. Short-term Schedule Adjustments

Bargaining unit members may request a short-term schedule adjustment consistent with their full-time equivalency (FTE). A short-term schedule adjustment is defined as an atypical work schedule that does not extend for longer than thirty (30) days.

Schedule adjustments can be made to bargaining unit members' start or end times, as well as meal break start and end times, so long as they are within the bounds of state and federal law. Adjustments can be made same-day as long as staffing allows.

Short-term schedule adjustments must be approved by their manager prior to the schedule adjustment taking place and are contingent upon management approval. Such requests will not be denied unless they would negatively impact participants, program operations, or program outcomes. Hours unable to be accounted for in a short-term schedule adjustment can be filled with paid time off (PTO) when available.

If an approved short-term schedule adjustment is found to be detrimental to the participants, program operations, or program outcomes, the bargaining unit member will be informed of the need to return to their previously assigned schedule.

e. Alternative Work Schedules

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

If the alternative work schedule is found to be detrimental to the participants, program operations, or program outcomes, the bargaining unit member will be informed of the need to return to their previously assigned schedule.

f. Work Location Reassignment

In some instances, bargaining unit members may be asked to work the majority of a shift at a different location than originally scheduled, also known as a reassigned work location. The manager will notify the bargaining unit member as soon as possible via text or phone call after becoming aware of the need. Bargaining unit members may submit mileage reimbursement for the difference in their commute from the original scheduled work location to their reassigned location.

Residential Advocates who volunteer for the reassignment shall report to the location in which they were originally scheduled, clock in, and then report to the re-assigned work location. Transition Projects will either provide transportation on paid time, or individuals who drive themselves to the re-assigned work location may submit a monthly mileage reimbursement for their commute from the originally scheduled work location to their re-assigned location.

1. Mandatory Reassignment of Residential Advocates. Should staffing needs require mandatory reassignment of work location, Transition Projects shall first attempt to fill the need with Mobile Support Specialists and On-Call employees. For Residential Advocates facing mandatory location reassignment, the following shall apply:

- Selection shall be made on a rotating basis.
- Residential Advocates shall not face mandatory relocation more than once per pay period.
- Residential Advocates shall report to the location where they were originally scheduled, clock in, and then report to the re-assigned work location.
- If requested by the reassigned Residential Advocate, Transition Projects will arrange for transportation between worksite locations, as well as the Residential Advocate's home, up to thirty (30) miles, at the end of the shift.

Article 16 - Job Classifications

a. Work Load

Bargaining unit members will be expected to carry a reasonable workload for the same or equivalent job functions. If a bargaining unit member believes that their workload is unreasonable, they shall take that concern up with their immediate supervisor or manager. The supervisor or manager shall support the bargaining unit member in creating a plan that promotes a successful work pattern, thereby addressing the bargaining unit member's or supervisor's concerns toward achieving the goals of a workload, such as additional training, including redistributing the work so that it is manageable.

Unresolved disputes over workload may be referred to the grievance procedure for resolution.

b. Job Descriptions

Transition Projects 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 bargaining unit member or manager may request to have the position reviewed for reclassification.

At hire, assignment, position change, and/or when a job description is updated, bargaining unit members will be given a current and up-to-date job description, and job descriptions will be reviewed periodically to ensure accuracy.

c. New Job Classifications

When Transition Projects either creates a new job classification or substantially modifies an existing job classification within the bargaining unit, Transition Projects 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, Transition Projects and an Authorized AFSCME Council Representative shall meet to discuss the pay range. 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. Work Out of Classification

Work Out of Classification is defined as work that is performed out of classification and may last up to two (2) weeks but no less than one (1) full work shift. In order to be eligible for work outside of their position classification, a bargaining unit member must be assigned to perform one (1) 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 assigned and clearly outside the essential duties of their current position description.

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

Work Out of Classification opportunities must be assigned by agency leadership. The manager must inform the bargaining unit member that the tasks are outside of their current position classification, how long the bargaining unit member will be performing these tasks, as well as the rate of pay that the bargaining unit member will make during that time period.

e. 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 bargaining unit member holding that position or that bargaining unit member's supervisor or manager may request reclassification of a position. A request for reclassification will be based upon substantial modifications to the position and job description.

Bargaining unit members doing assigned extra duties on a consistent and regular basis, which are more than the temporary work of "other duties as assigned," may request a reclassification.

The bargaining unit member, supervisor, or manager initiating the request for reclassification must provide written substantiation for the request. Requests by the bargaining unit member and their supervisor or manager will not be considered where the job has been reclassified or reviewed for reclassification within the preceding twelve (12) months.

Upon receipt of a request for reclassification, Transition Projects 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 Transition Projects determine that some duties transcend the current position classification but are not enough to merit a position reclassification, the duties inconsistent with the current classification will be removed.

If the position is reclassified to another bargaining unit job classification and/or pay range, the bargaining unit member currently filling the position will automatically be promoted at the same time. Because the bargaining unit member in that position has already been performing the duties, the trial period shall be retroactively counted from the time that they began fulfilling the duties of that position. The bargaining unit member will be offered the opportunity to remain in the original position with the extra duties removed.

The Vice President of Human Resources or their designee will communicate with the Union when working towards reaching a decision regarding the reclassification. The bargaining unit member will be given a detailed explanation if the bargaining unit member's request for reclassification is denied. The bargaining unit member 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. Additional details about benefits can be found in Article 7 - Labor Management Committee (LMC).

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 (FSAs)
- Voluntary Accident Insurance
- Voluntary Critical Illness Insurance
- Voluntary Pet Insurance

a. Benefits Eligibility

Medical, dental, and vision benefit packages will become available to each benefits-eligible employee on the first day of the month following the date of hire. 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 or is no longer benefits-eligible.

b. Premium Contributions to Medical Coverage

For bargaining unit members who enroll in medical coverage, Transition Projects will offset (ninety-five) 95% of the self-only premium expense for bargaining unit members. The bargaining unit member is responsible for the remaining (five) 5% of the premium for medical for self-only coverage. Adding family members to medical coverage is entirely at the bargaining unit member's expense. Bargaining unit members, 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. Opt-Out of Benefits

Bargaining unit members who waive participation in the medical coverage due to other group coverage shall be paid up to an additional (seventy-five) \$75 per month, reduced only by the amount of premium for any benefits that are chosen.

d. Re-opener for Benefit Negotiations

Upon benefit plan renewal each year, should medical premiums increase by an amount less than or equal to (five) 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 (five) 5%, but less than or equal to (ten) 10%, the additional premium increase above (five) 5% shall be paid by the employee through a payroll deduction. Alternatively, the Labor Management Committee may explore other lower-cost coverage options as provided by Article 7 of this Collective Bargaining Agreement. If medical premiums should rise by more than (ten) 10%, either party may initiate a benefits reopener.

e. 401k Retirement Plan

Transition Projects has an employee-matching deferred compensation plan (401(k) plan). This retirement plan is available to bargaining unit members after one (1) year of employment. Transition Projects will match a minimum of (four) 4% of a bargaining

unit member's gross salary. More information about the 401k can be found in the employee handbook.

f. Employee-Selected Training and Education Benefit

Benefit-eligible employees who have passed their initial trial period are allocated a benefit allowance equal to the cost of a four (4) credit course at Portland Community College (PCC) each fiscal year (July-June). 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 bargaining unit member's position, job requirements, or professional development plan. Unless previously arranged, bargaining unit members will be reimbursed upon completion of the training by providing a transcript, documentation, or a certification of completion. On advance request, Transition Projects will pre-pay for a seminar, other education course, or exam fee, and the bargaining unit member 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 (2) weeks' notice is expected).

Article 18 - Workplace Safety and Health

Transition Projects values workplace safety for all employees. Transition Projects agrees to abide by and maintain standards of safety and health as outlined by state Occupational Safety and Health Act (OSHA) regulations. In this regard, Transition Projects will make every reasonable effort to provide and maintain safe worksites and service environments. Transition Projects and the Union agree to work together to maintain and promote safe, healthy working conditions.

Bargaining unit members are 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. Transition Projects will provide the necessary safety equipment and personal protective equipment/apparel, which bargaining unit members will wear and/or use as directed. Agency leadership will make sure that all employees have access to all approved and relevant health and safety-related training. Personal Protective Equipment (PPE), supplies, and training will be made available and accessible to all employees. Bargaining unit members are responsible for coordinating with agency leadership around training needs and attending all scheduled training.

Bargaining unit members will be given a health and safety-related training plan and orientation checklist when starting a new position or a new location. Training plans and orientations should be completed within the first sixty (60) days in their position. It shall be Transition Projects' responsibility to ensure the bargaining unit member has had adequate time to complete the training. It shall be the bargaining unit member's responsibility to attend all scheduled or required training.

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 by employees, participants, vendors, or visitors. Transition Projects agrees to follow the law in regard to sexual harassment.

Transition Projects recognizes that sexual harassment disproportionately affects those

who are marginalized on the basis of gender identity, gender expression, and sexual orientation. All reports of sexual harassment shall be directed towards Human Resources. When the agency receives a report of alleged sexual harassment, Human Resources will fully investigate the report and take prompt and appropriate action. Retaliation for reporting sexual harassment will not be tolerated.

More information on sexual harassment reporting and processes can be found in the employee handbook.

b. Domestic Violence, Harassment, Sexual Assault, and Stalking

Transition Projects is committed to providing a workplace and service environment that is free from domestic violence, harassment, sexual assault, and stalking and to support employees who may be experiencing any of the above-mentioned outside of the agency. Domestic violence, harassment, sexual assault, and stalking are against the law and will not be tolerated from employees, participants, vendors, or visitors. Transition Projects agrees to follow the law in regard to domestic violence, harassment, sexual assault, and stalking.

Transition Projects recognizes that domestic violence, harassment, sexual assault, and stalking disproportionately affect those who are marginalized on the basis of gender identity, gender expression, and sexual orientation. All employee concerns and reports of domestic violence, harassment, sexual assault, and stalking shall be directed towards Human Resources. When the agency receives a report of alleged domestic violence, harassment, sexual assault, and stalking, Human Resources will fully investigate the report and take prompt and appropriate action. Retaliation for reporting domestic violence, harassment, sexual assault, and stalking will not be tolerated.

c. 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 by employees, participants, vendors, or visitors. Transition Projects acknowledges the potential for violent situations in daily work and will work to mitigate the situation when it is reported. The agency affirms that violence or threats of violence – in any

form is unacceptable behavior that will not be tolerated and will be dealt with appropriately. Employees are encouraged to report threatening or intimidating behavior as soon as possible to Human Resources. Retaliation for reporting violence or threats of violence will not be tolerated.

d. Agency Response to Threats

Threats of violence or bomb threats will be substantiated by the Transition Projects Emergency Services Manager in conjunction with law enforcement and may result in the closure of facilities until the threat has been mitigated. If substantiated, the individuals who make such threats will be excluded from all Transition Projects programs for a minimum of one year.

Bargaining unit members shall be trained by on-site Safety Captains on the site-specific procedures related to how to recognize and respond to types of threats, including:

- methods for identifying potential workplace or environmental factors that may lead to active threats or violence,
- tools and skills to reduce the risks of active threat or violence,
- site-specific policies and procedures for responding to active threats, and
- acknowledgment of resources that are available for staff who have experienced violence.

Transition Projects will strive to prioritize the health, safety, and security of all individuals occupying Transition Projects facilities.

The Union and Transition Projects make note of OSHA regulations related to an employee's rights when faced with a working assignment that places them in imminent danger or at risk of serious bodily harm.

Bargaining unit members who experience a risk of imminent danger or serious bodily harm shall inform both their program manager and the Emergency Services Manager as soon as possible without increasing their risk of harm.

e. Personal Property, Security, and Privacy

Bargaining unit members' personal property, such as bags, purses, clothing, backpacks, etc., will not be the subject of search or seizure by Transition Projects. Bargaining unit members will be provided a safe and secure space for personal property at their worksite.

f. Immunizations

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

g. Food Handler's Card

All Residential Advocates, Custodians, and Resource Coordinators are required to acquire an Oregon Food Handler's Card within sixty (60) days of hire. These are available online. Bargaining unit members should ask their manager or supervisor for more information.

Completing the Oregon Food Handler's Card process may be done on paid time. Bargaining unit members shall communicate in writing to their manager or supervisor the time spent completing the Food Handler's Card. Once completed, bargaining unit members shall submit a copy of their Oregon Food Handler's Card and, if applicable, a reimbursement request with a receipt for the cost of their card to Human Resources.

h. Safety Committee

The Safety Committee exists to prevent, identify, and address unsafe work habits, conditions, and safety and health concerns across the agency. A member of agency leadership 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 facility custodians, at least one (1) bargaining unit member, and one (1) member of agency leadership from each worksite. Committee members agree to serve a minimum of a 12-month term unless mutually agreed upon by the Safety Committee

co-chairs. Committee members 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.

i. 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. Transition Projects will be responsible for making sure these training and procedures are made available. The scope of the Safety Committee's work shall include, but is not limited to:

- Identify, establish, and train safety captains
 - Safety captains 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
- Identify and recommend other training that is deemed necessary to meet the needs of employees
- Threat of violence response and prevention training development and facilitation

j. 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

k. Workplace Safety Training

Bargaining unit members shall participate in regular workplace safety training while on paid time. The training will cover a range of topics that include but are not limited to the use of personal protective equipment, emergency procedures, and workplace hazard prevention and control.

l. Required Safety Gear

Transition Projects will provide accessible and necessary safety devices and personal and workplace protective equipment/apparel, which bargaining unit members will wear and/or use. Training and orientation on the safe and proper use of the safety gear will be provided to bargaining unit members.

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 decontamination kits and cleaners
- Nitrile gloves
- Safety goggles (that are specifically designed for our workplace hazards)
- Appropriate (currently recommended) safety masks
- Naloxone/Narcan (or other life-saving drugs for opioid overdose)
- Fire extinguishers
- Puncture-resistant gloves
- Sharps containers

m. Biohazard Safety

OSHA has 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). Transition Projects will follow these federal regulations.

n. Sharps Disposal & Removal

Each worksite will provide functioning sharps disposals for participant and staff use. When full or defective, sharps containers must be properly secured and placed in a designated area for pick-up. Bargaining unit members are required to wear proper personal protective equipment when handling all sharps and sharps containers. Each worksite will provide a functioning sharps container in a designated employee restroom.

o. Pest Control & Prevention

All bargaining unit members will be trained on how to identify and prevent the spread of bedbugs, scabies, lice, and any other pests. Training on how to use the appropriate heat treatment equipment will also be provided to all bargaining unit members who work near heat treatment equipment. Transition Projects shall provide spaces, policies, and procedures for the safe storage of a bargaining unit member's personal property and will teach staff how to reduce the likelihood of accidentally bringing home a pest.

Article 19 - Wages

Effective November 1st, 2024, wage rates for all bargaining unit members will increase based upon the wage grid included in Appendix A.

November 1, 2025 - October 31, 2026: wage rates increase by 5%*

November 1, 2026 - October 31, 2027: wage rates increase by 1.5%*

**Rounded to the nearest (fifty) \$0.50 cents*

Transition Projects, at its sole discretion, may establish and implement, without further bargaining, any additional pay increases above what is already outlined in this Collect Bargaining Agreement.

a. Progression on Wage Grid

Effective July 1, 2024, each bargaining unit member shall be paid at their current pay range and step in accordance with the Wage Grid in Appendix A. Each individual bargaining unit member will be awarded one (1) step increase on the anniversary of their placement into their current position. A 2% increase, rounded to the nearest (fifty) \$.50 cents amount, will be set for the step increase per range in accordance with Appendix A. See Article 21 - Internal Hire for more information about anniversary dates.

Bargaining unit members who have reached Step 10 of the Wage Grid salary schedule will receive no further step increases until their longevity steps are in effect.

b. Longevity Steps

On the 12th anniversary of a bargaining unit member's placement in their current classification, they will receive an hourly wage increase equal to 3% of their earnings in the last twelve (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 last twelve (12) months.

c. Overtime

Bargaining unit members are eligible for overtime compensation as provided by law. Overtime may only be accrued for actual hours worked, not to include holidays, sick days, vacation days, etc. Overtime compensation shall be based on a workweek period of 12:00 AM on Friday until 11:59 PM on Thursday. All overtime must be approved in advance by the bargaining unit member's manager.

d. Shift Differential

Bargaining unit members will be paid a shift differential of fifty (\$0.50) cents per hour for working a swing shift and one dollar (\$1.00) per hour for working a graveyard shift.

e. 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 to which bargaining unit members are otherwise entitled for all hours worked. Bargaining unit members receiving the language differential are expected to perform interpretation and translation services as requested. A bargaining unit member who does not receive the language differential shall not be expected to perform interpretation or translation services.

f. Testing for Language Competency

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

If management determines foreign language skills are no longer required or advantageous for a position, the affected bargaining unit members shall receive a fourteen (14) day advance notice that the language differential will be discontinued.

g. Future Economic Conditions

AFSCME and Transition Projects will work together in mutual interest to hold the City of Portland and Multnomah County accountable for providing adequate finances for bargaining unit members of Transition Projects.

Upon request, the parties agree that they will open Article 19 - Wages, in the next fiscal years (2025 and 2026) if Transition Projects receives from the Joint Office of Homeless Services (JOHS) a specifically designated Cost-of-Living Adjustment (COLA) wage of six percent (6%) or greater in fiscal year 2025 or four percent (4%) or greater in fiscal year 2026. This reopener agreement does not apply to program expansion, changes, or special projects.

Article 20 - Miscellaneous

a. Letters of Recommendation

Any bargaining unit member past their trial period may request and receive a letter of recommendation if the employee's work performance is satisfactory, and upon signing a release of references, bargaining unit members may be asked by their manager to draft their own letter of recommendation. The bargaining unit member's immediate supervisor, manager, department director, or the CEO may 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 bargaining unit member, who may subsequently forward it as they see fit. A copy of this letter will be placed in the employee's personnel file.

b. Exit Interviews

All bargaining unit members who leave Transition Projects' employment shall be given the opportunity for an exit interview. Exit interviews may be conducted in person, by virtual meeting, by phone, or by email at the bargaining unit member's choice. A Union Steward or Authorized AFSCME Council Representative may participate in the exit interview process as an observer but may only ask questions for clarification purposes.

c. Employee Performance Evaluations

Employee evaluations will be completed and presented to the bargaining unit member within one (1) month of the bargaining unit member's annual anniversary date of their current position. Bargaining unit member 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 evaluations with their supervisor or manager during their review.

d. 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 employee 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 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 rehabilitation 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 - Transfers, Internal Hiring, Trial Periods, and Other Employment Opportunities

a. Internal Hiring Preference for Represented Positions

Transition Projects values the continued development of our employees and, therefore, gives hiring preference to eligible internal candidates who apply for newly opened positions.

b. Internal Program Transfer Process

Internal program transfers only extend to bargaining unit members with the same job title and same manager who wish to move into an open, represented position with the same manager and job title. When it becomes known that a represented position within the internal program becomes available, the program manager will inform bargaining unit members with the same job title and manager of the upcoming available position. Bargaining unit members from that team who wish to move into the open shift will notify their manager. If multiple bargaining unit members want to move into the new position, the bargaining unit member with the most seniority, as defined in Article 1 - Definitions and Recognition, in the role group will have priority to move into that position.

c. Represented Position 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 bargaining unit members 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. The postings will be made available through the agency website, all-staff email, and intranet.

d. Internal Hire Preference

Bargaining unit members are welcome and encouraged to apply for other represented positions within the agency at any time once they have completed their initial or internal hire trial period.

To support this commitment to employee development within the agency, bargaining unit members who have an uncontested discipline in the form of a written warning or above in their personnel file within the last six (6) months are not eligible candidates for the internal hire preference.

The internal hire preference allows eligible internal candidates wishing to be considered for an open, represented position a dedicated five (5) calendar day window of opportunity to apply for a represented position once it has been posted. The eligible internal candidate must follow the guidelines of the announcement and submit their application for consideration within five (5) calendar days from the position opening date. After the fifth calendar day, external candidates will also be considered for the position. Internal candidates who do not meet this deadline will still be able to

compete with external applicants for the position if no eligible internal candidate is selected. This opportunity applies to all represented positions within the agency that are not filled by the internal transfer process.

e. Internal Hire Interview Process

All internal applicants who meet the minimum qualifications for the position and apply within five (5) calendar days of the position opening date will be interviewed. If qualified for the position, and the interview is satisfactory, the position will be filled by an eligible 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 two (2) months and has applied once again for a position, the hiring manager may ask whether the applicant wants to skip the interview process in an effort to save time. The applicant does not have to skip the interview process but may choose to do so if management offers the opportunity.

Management retains the discretion to evaluate internal candidates' qualifications and overall suitability for any open position. While a candidate may meet the technical requirements for the role, management may determine that they are not suitable based on additional bona fide factors. In such cases, management reserves the right to select another candidate whose qualifications are better suited to the specific needs of the position and team.

f. Union Representation on Internal Preference Hiring Panels

In order to ensure transparency and fairness in the internal preference hiring process, management shall strive to include at least one (1) bargaining unit member on the interview panel for candidates with internal hire preference. The union member will participate in the interview process by providing input and completing a written hiring rubric but shall not make any final hiring decisions. Such requests to be on internal preference hiring panels will not be unreasonably denied unless they would negatively

impact participants, program operations, or program outcomes.

g. Internal Hire Interview Feedback Process

If a bargaining unit member is interviewed but not selected for the position(s) they applied for, the bargaining unit member 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.

h. Internal Hire Trial Period

Bargaining unit members selected for a change in position shall serve an internal hire trial period of six (6) months for the purpose of orientation, training, and initial evaluation. The bargaining unit member and their manager shall meet at a minimum during the third and fifth months of the internal hire trial period to review the employee's performance and discuss what is necessary for the bargaining unit member to successfully complete the trial period.

i. Anniversary Dates

- **The anniversary date for benefit accrual:** the hire date into benefits eligible position.
- **The anniversary date for performance evaluations:** the hire date for the current position.
- **The anniversary date for step increase:** the hire date for the current position, unless the transition into a new position would occur thirty (30) days or less before an annual step increase in the current position. For those who would be transitioning into a new position within the thirty (30) day window, they will be placed in the next step in the new position.

j. Right to Return to Formerly Held Position

If, during the internal hire trial period and after performance evaluations, the manager believes the bargaining unit member does not meet the standards for the new position in the classification, the bargaining unit member 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 bargaining unit member will have the right of recall and seniority as stated in Article 10 - Layoff, Recall, and Reorganization/Restructure. During the internal hire trial period, if the bargaining unit member returns to the position that was held prior to the new position, they will revert to the former anniversary date for the purpose of step increases and performance evaluations. In addition, if the bargaining unit member has completed the internal hire trial period and later, pursuant to a subsequent reassignment action, returns to the job that was held prior to the newly held position, the anniversary date for the purpose of step increases and performance evaluations will be the anniversary date of the former position.

k. Education Requirements for Range 1 Positions

To ensure fair and equitable access to employment opportunities and support the inclusion of a diverse range of candidates, the minimum educational requirement for Range 1 positions shall be no more than a high school diploma or GED. No prior work experience in the social services field will be necessary for these positions. In addition, Transition Projects strives to align the diversity of its staff members to reflect the diversity of the community it serves.

l. Other Work Opportunities while Remaining in Current Role

- 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. Bargaining unit members 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 bargaining unit member is not currently performing at the level expected by management for their current position or unless a bargaining unit member is currently in their initial or internal hire trial period.

Bargaining unit members may at any time submit a written request to their supervisor or manager asking to “shadow” an employee of a different position from their own. Upon approval, the supervisor or manager of the bargaining unit member 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, bargaining unit members 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:** Transition Projects will not create limited duration work assignments as an alternative to creating a temporary position.
- c. Career Development Plans:** A bargaining unit member may request support from their manager in creating a Career Development Plan (CDP) for professional development via email. This plan will include what specific professional development steps the bargaining unit member can take to increase their skills, qualifications, and performance in order to improve their competitiveness for future positions. Their current manager shall respond to the email request within (thirty) 30 days.

Article 22 - Training and Education Opportunities

a. Training Provided by the Employer

Transition Projects periodically offers training for bargaining unit members to improve their knowledge, skills, and abilities to perform their jobs. Training needs will be determined on a program-by-program basis by the training manager and the program manager, and will recognize the individual safety and participant demands of each program.

The following educational opportunities will be facilitated regularly by qualified trainers for any bargaining unit members to attend on paid time. Transition Projects shall provide the following training opportunities to bargaining unit members within the first (ninety) 90 days of employment.

- Narcan/Overdose Training
- First Aid/CPR/AED
- De-escalation
- Sexual Harassment
- Boundaries and Ethics

Transition Projects shall also provide the following voluntary training opportunities to bargaining unit members within the first (twelve) 12 months of employment.

- Mental Health First Aid
- Trauma Informed Care
- DV Safety Planning
- Workplace Conflict Resolution

This list is not comprehensive. Transition Projects may decide to include additional training opportunities beyond what is specified here.

A bargaining unit member may request to attend a training that they have already completed. In some cases, bargaining unit members may be asked to retake a training that they have previously completed.

b. Scheduling Training

Transition Projects agrees to schedule training so as to cause the least possible inconvenience to bargaining unit members. Training shall generally be held during bargaining unit members' regularly scheduled shifts, and bargaining unit members shall have scheduled times away from regular duties during their regular shifts to complete virtual required training. Bargaining unit members required to report for training on a day off will receive a minimum of four (4) hours of pay.

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 bargaining unit member 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 Labor Management Committee (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 Bargaining Unit Employees

All newly hired positions within 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 Vice President of Human Resources or their designee must specifically approve hiring any new employee above Step 1. Regardless of the situation, no newly hired bargaining unit member 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 (1) position. If Transition Projects needs a bargaining unit member to cover the responsibilities of a separate and additional position, Transition Projects must follow the agreements outlined in Article 16 - Job Classifications.

d. Job-Related Education, Certification, Skill Mastery

Bargaining unit members who, after being hired, promoted, or transferred to a position, receive a job-related degree or certification and/or acquire mastery of an immediately relevant skill that is directly job-related may request to be advanced at least one (1) step in their pay range, after successful completion of their trial period. This step advancement will occur once the bargaining unit member provides Transition Projects with a copy of the degree, certification, demonstration, or credential that reflects the skill and provides a written request to their manager and Human Resources. Human Resources and the bargaining unit member's manager will review the request and respond to the bargaining unit member within fourteen (14) calendar days. Not all requests may be approved. Transition Projects will provide justification for any denied requests for advancement.

e. Promotional Placement on Wage Scale

If a member of the bargaining unit accepts a position into a higher pay range, the bargaining unit member will be moved to the first step within the new pay range that allows for at least a 4% increase from their previous hourly wage.

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 bargaining unit member will be placed at the step in that pay range that is closest to their current wage without resulting in a loss. Should the bargaining unit member's current wage exceed the highest step in the new positions' pay range, the bargaining unit member's current wage will be capped until pay range adjustments prompt further increases, at which time they will be eligible for future wage increases.

g. Voluntary Demotion

If a member of the bargaining unit volunteers for or requests a reassignment into a lower pay range, they will be placed into the step range of the new classification/pay range, which would be equivalent to their current step range. The bargaining unit member should be made aware that this will likely result in a pay decrease.

Article 24 - Duration and Amendments of the Agreement

This collective bargaining agreement shall become effective November 1, 2024, once signed by both bargaining teams, and it shall remain in force and effect until October 31, 2027. Bargaining for a successor to this 2024-2027 collective bargaining agreement shall begin no later than April 1, 2027.

a. Amendments

This collective bargaining agreement may be amended at any time by mutual written agreement between the Union and Transition Projects. Such amendments shall be signed by both parties and included in all future copies of the contract. Transition Projects shall be required to send an email to all bargaining unit members notifying them of the amendment and attaching the updated version of the contract.

b. Financial Information

TPI Workers United! and their Authorized AFSCME Council Representative may request the most recently audited and board-approved financial statement on or after March 15th, 2027.

Appendix A: Wage Grid

NOVEMBER 1, 2024 - OCTOBER 31, 2025									
Range 1 Positions: Residential Advocate, Custodian									
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$23.50	\$24.00	\$24.50	\$25.00	\$25.50	\$26.00	\$26.50	\$27.00	\$27.50	\$28.00
Range 2 Positions: Resource Specialist, Mobile Support Specialist									
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$24.50	\$25.00	\$25.50	\$26.00	\$26.50	\$27.00	\$27.50	\$28.00	\$28.50	\$29.00
Range 3 Positions: Administrative Support Specialist, Landlord-Tenant Support Specialist, Peer Health Navigator									
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$25.50	\$26.00	\$26.50	\$27.00	\$27.50	\$28.00	\$29.00	\$29.50	\$30.00	\$30.50
Range 4 Positions: Case Manager I, Employment Specialist I, Wellness Access Specialist I, Income and Benefits Specialist I, Outreach Worker I, Resident Services Coordinator, Compliance Specialist, Engagement Specialist, Program Support Specialist, Resource Coordinator, Veteran's Health Navigator									
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$27.50	\$28.00	\$28.50	\$29.00	\$29.50	\$30.00	\$31.00	\$31.50	\$32.00	\$32.50
Range 5 Positions: Case Manager II, Employment Specialist II, Wellness Access Specialist II, Income and Benefits Specialist II, Outreach Worker II, Data and Technology Specialist I, Development Associate									
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$29.00	\$29.50	\$30.00	\$30.50	\$31.00	\$32.00	\$32.50	\$33.00	\$33.50	\$34.50
Range 6 Positions: Data and Technology Specialist II									
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$31.50	\$32.00	\$32.50	\$33.50	\$34.00	\$34.50	\$35.50	\$36.00	\$37.00	\$37.50

NOVEMBER 1, 2025 - OCTOBER 31, 2026

Range 1 Positions:

Residential Advocate, Custodian

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$24.50	\$25.00	\$25.50	\$26.50	\$27.00	\$27.50	\$28.00	\$28.50	\$29.00	\$29.50

Range 2 Positions:

Resource Specialist, Mobile Support Specialist

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$25.50	\$26.50	\$27.00	\$27.50	\$28.00	\$28.50	\$29.00	\$29.50	\$30.00	\$30.50

Range 3 Positions:

Administrative Support Specialist, Landlord Tenant Support Specialist, Peer Health Navigator

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$27.00	\$27.50	\$28.00	\$28.50	\$29.00	\$29.50	\$30.50	\$31.00	\$31.50	\$32.00

Range 4 Positions:

Case Manager I, Employment Specialist I, Wellness Access Specialist I, Income and Benefit Specialist I, Outreach Worker I, Resident Services Coordinator, Compliance Specialist, Engagement Specialist, Program Support Specialist, Resource Coordinator, Veteran's Health Navigator

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$29.00	\$29.50	\$30.00	\$30.50	\$31.00	\$31.50	\$32.50	\$33.00	\$33.50	\$34.00

Range 5 Positions:

Case Manager II, Employment Specialist II, Wellness Access Specialist II, Income and Benefits Specialist II, Outreach Worker II, Data and Technology Specialist I, Development Associate

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$30.50	\$31.00	\$31.50	\$32.00	\$32.50	\$33.50	\$34.00	\$34.50	\$35.00	\$36.00

Range 6 Positions:

Data and Technology Specialist II

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$33.00	\$33.50	\$34.00	\$35.00	\$35.50	\$36.00	\$37.50	\$38.00	\$39.00	\$39.50

NOVEMBER 1, 2026 - OCTOBER 31, 2027

Range 1 Positions:

Residential Advocate Custodian

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$25.00	\$25.50	\$26.00	\$27.00	\$27.50	\$28.00	\$28.50	\$29.00	\$29.50	\$30.00

Range 2 Positions:

Resource Specialist, Mobile Support Specialist

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$26.00	\$27.00	\$27.50	\$28.00	\$28.50	\$29.00	\$29.50	\$30.00	\$30.50	\$31.00

Range 3 Positions:

Administrative Support Specialist, Landlord Tenant Support Specialist, Peer Health Navigator

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$27.50	\$28.00	\$28.50	\$29.00	\$29.50	\$30.00	\$31.00	\$31.50	\$32.00	\$32.50

Range 4 Positions:

Case Manager I, Employment Specialist I, Wellness Access Specialist I, Income and Benefits Specialist I, Outreach Worker I, Resident Services Coordinator, Compliance Specialist, Engagement Specialist, Program Support Specialist, Resource Coordinator, Veteran's Health Navigator

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$29.50	\$30.00	\$30.50	\$31.00	\$31.50	\$32.00	\$33.00	\$33.50	\$34.00	\$34.50

Range 5 Positions:

Case Manager II, Employment Specialist II, Wellness Access Specialist II, Income and Benefit Specialist II, Outreach Worker II, Data and Technology Specialist I, Development Associate

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$31.00	\$31.50	\$32.00	\$32.50	\$33.00	\$34.00	\$34.50	\$35.00	\$35.50	\$36.50

Range 6 Positions:

Data and Technology Specialist II

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
\$33.50	\$34.00	\$34.50	\$35.50	\$36.00	\$36.50	\$38.00	\$38.50	\$39.50	\$40.00

Signature Page

AFSCME Local 88-3 / AFSCME Council 75:

Date: 12/9/2024

Signed by:

Arthur Pratt

Peer Health Navigator

A321F2D20E3D439...

Signed by:

Chris West

Income Development Specialist

B02071A974CB47B...

Signed by:

Jordan Muehle

Council Representative

D1F75ECFF9D54C3...

Signed by:

Kymon Fobbs

Housing Case Manager

B71745F330754D3...

Signed by:

Phoenix Singer

Residential Advocate

0DA1747A79BC40E...

Signed by:

Madeline Biszyk

Council Representative

4A54A91909C34E4...

Name, Title

Transition Projects:

Date: 12/9/2024

Signed by:

Ashley Kuder

Shelter Program Manager

AC56286F513A4E3...

Signed by:

Brittany Redpath

Talent Acquisition Partner

4B0E280BD2BD4C8...

Signed by:

Caitlyn Kennedy Young

Supervisor of Landlord-Tenant Servi

532340D924514FD...

Signed by:

Duncan Anderson

director shelter services

A7901F819008445...

Signed by:

Jenifer Spafford

of HR

2C01000120C24F4...

Signed by:

Jose Galvez

HR Generalist

346E94B5754E46A...

Signed by:

Karla Rivera-Salgado

Program Manager

0E84F17C6D7647D...

Signed by:

Kevin Sawyer

Program Manager

D25638969F8F4B0...

Signed by:

Lyles McFarland

Lyles McFarland

3957FED349D7462...

Signed by:

Marie Wrihten-Ulrich

Asst. Director of Shelters

B161195F2D9B466...

Signed by:

Michael Kuhn

Quality Assurance Manager

8C9FDC8D52D7472...

Signed by:

Nicky Ferguson

Vice President of Shelter Services

0E2CA770EAA64EA...

Name, Title

Index

#

401k, 64, 65, 66

A

Access To Participants and Employees, 20

Accruals, 45

Accrual of Sick Time, 47

Accrual of Vacation Time, 46

Accrual Rates, 45

Floating Holiday Time Accrual, 45

Maximum Accrual Balance, 45

Sick Time Accrual, 45

Vacation Time Accrual, 45

Years of Benefit Accrual, 45

AFSCME, 2, 8, 11, 12, 14, 15, 16, 19, 24, 25, 35, 36, 39, 44, 61, 76, 77, 90

Agency, 2, 10, 11, 18, 27, 67, 69

Agency Leadership, 2

Alternative Work Schedules, 58

Amendments, 90

Anniversary Dates, 61, 74, 77, 82, 83

Approved Union Activities on Paid Time, 12

Arbitration, 17, 38, 39

Arbitration Procedure, 39

Authorized AFSCME Council Representative, 2, 11, 12, 14, 15, 16, 24, 25, 35, 36, 44, 61, 77, 90

Authorized Leave, 48

Authorized Short-Term Unpaid Time Off, 53

Paid Bereavement Leave, 51

Protected Leave Entitlements, 53

Union Leave, 14

B

Bargaining Unit, 2

Bargaining Unit Employees, 11, 25, 47

Bargaining Unit Member, 2

New Bargaining Unit Employees, 87

Benefits, 2, 26, 64, 65

Benefits Eligibility, 64, 80

Benefits Re-Opener Clause, 65

Employee-Selected Training and Education Benefit, 66

Employer-Sponsored Benefits, 64

Opt-Out of Benefits, 65

Voluntary Benefits, 64

Biohazard Safety, 71, 72

Breaks, 57

C

Career Development Plan, 2, 84

CDP, 2, 84

CEO, 7, 30, 32, 33, 37, 38, 77

Certification, 66, 88

Coaching, 2, 28, 30, 31

Collective Bargaining Agreement, 3, 5, 10, 12, 17, 21, 22, 23, 24, 36, 37, 54, 56, 65

Commitment to Equity, 18

Committee, 5, 7, 21, 25, 26, 65, 70, 71, 87

Contributions to Medical Coverage, 65

Cost of Living Adjustment, 3, 76

COLA, 3, 76

Custodians, 50, 70

D

Definitions, 2, 79
Demotion, 88, 89
 Involuntary Demotion, 88
 Voluntary Demotion, 89
Designated Union Representative, 3
Discipline and Separation, 9, 27
 Formal Disciplinary Conversation, 8, 31
Disputing Discipline, 34
Domestic Violence, 68
Double-Time Pay Rate Days, 50
Drug and Alcohol Policy, 78
Dues, 21
 Dues Collection, 21
 In-Lieu-Of-Dues, 22, 23
 Union Membership Dues, 21
Duration and Amendments of the Agreement, 90

E

Education, 25, 66
Education Requirements for Range 1 Positions, 83
Eligible Employee, 3
Eligible Internal Candidate, 3
Employee Handbook, 3, 10, 24, 34, 53
Employee Performance Evaluations, 77
ERB. *See* Oregon Employment Relations Board
Escalator Clause, 36
Excluded from Representation, 10
Exit Interviews, 77

F

Fair Share, 2, 3, 21
 Fair Share Employee, 2, 3, 21, 22
 Fair Share Fee, 21, 22
Family Medical Leave Act, 3

Federal Mediation and Conciliation Service, 3, 38
Final Written Warning, 32
Financial Information, 90
Floating Holiday Time, 45, 49
 Awarding of Holiday Time, 49
 Paying Out Holiday Time, 50
 Prorated Floating Holiday Time, 49
 Requesting Holiday Time, 49
 Reviewing of Holiday Time Requests, 49
FMCS. *See* Federal Mediation and Conciliation Service
FMLA. *See* Family Medical Leave Act
Food Handler's Card, 70
Formal Complaint, 16
Full Time Equivalency, 58
 FTE, 4, 45, 49, 53, 58, 71
Full-Time Employee, 4
Future Economic Conditions, 76

G

Grievance, 4, 36, 37
 Grievance Procedure, 36
 Grievance Steps, 37
Grievant, 4
Gross Insubordination, 4, 33

H

Harassment, 18, 36, 68
Hazard Assessments, 71
Holder of Record, 23
Hours of Work, 57
Human Resources, 4, 6, 7, 12, 22, 30, 32, 33, 35, 36, 37, 42, 48, 52, 53, 54, 63, 68, 69, 70, 75, 87, 88
 HR, 4, 12
 HRIS, 4
Human Resource Information System, 4

Vice President of Human Resources, 32, 33,
54, 63, 75, 87

I

Immediate Separation from Employment, 33
Immunizations, 70
Indemnification, 23
Information Requests, 35
Informational Picketing, 56
Initial Trial Period, 4
Internal Hire
 Internal Hire Interview Feedback Process,
 82
 Internal Hire Interview Process, 81
 Internal Hire Preference, 80
 Internal Hire Trial Period, 29, 47, 80, 82,
 83, 84
 Internal Hiring Preference, 79
 Internal Program Transfer Process, 79
 Representation on Internal Preference
 Hiring Panels, 81

J

Job Classification, 4
Job Descriptions, 60
Job-Related Education, Certification, Skill
Mastery, 88
Jury Duty, 51
Just Cause, 29, 33, 34
Labor Management Committee, 5, 25, 26, 64,
65, 87
 Agenda, 26
 Compensation, 26
 Meeting Times, 25
 Membership, 25
 Purpose, 25
 Training, 26

L

Language Differential, 75
 Testing for Language Competency, 75
Layoff, 5, 41, 83
 Bumping, 41
 Layoff-Recall Status, 41
 Notice of Layoff, 41
 Responding to Recall, 43
Leadership of TPI Workers United!, 5
Letters of Recommendation, 77
LMC. *See* Labor Management Committee
Lockouts, 56
Longevity Steps, 74

M

Management Rights, 17
Managers, 2, 15, 46, 57, 58
Meal Breaks, 57
Micro-aggressions, 5, 19
Mobile Support Specialists, 50, 59
Multiple Positions Held, 87

N

National Labor Relations Act, 5, 10, 15, 22,
43
National Labor Relations Board, 5, 40
New Employee Orientation, 13, 15
New Job Classifications, 61
Newly Created Positions, 87
NLRA. *See* National Labor Relations Act
NLRB. *See* National Labor Relations Board
Non-Disciplinary Performance Corrections,
28
Non-Discrimination, 18
Non-Protected Leaves of Absence Without
Pay, 53
Non-Work Time, 5
Notice Of

- Change In Fair Share Amounts, 22
- Change In The Amount Of Dues, 22
- Filing An NLRB Action, 40
- Layoff, 41
- New Job Classification, 61
- Reorganization Concerns, 43
- Right to Request A Union Steward, 27
- Vacation Request, 46

Notification to Parties, 14

O

- Objections, 23
- Occupational Safety and Health Act, 5, 67
- Official Union Member, 5
- OFLA. *See* Oregon Family Leave Act
- OHSA. *See* Occupational Safety and Health Act
- On-Call Employees, 6, 10, 59
- Oregon Employment Relations Board, 6, 38
- Oregon Family Leave Act, 6
- Other Work Opportunities, 83
 - Limited Duration Work Assignments, 84
 - Shadow Shifts, 83
- Overtime, 75

P

- Paid Administrative Leave for Investigatory Reasons, 30
- Paid Family Medical Leave, 6
- Paid Leave Oregon, 6
- Paid Time Off, 6, 45, 48, 58
- Paid Work Time, 6
- Part-Time Employee, 6
- Payroll, 6, 21, 46, 47, 50, 57, 65
- Performance Improvement Plans, 28, 30
- Performance Probation, 6, 31, 32
- Personal Property, 70, 73
- Personnel Files, 34
- Pest Control, 73

- Pest Prevention, 73
- PFML. *See* Paid Family Medical Leave
- PLO. *See* Paid Leave Oregon
- Political Action Committees, 7, 21
 - PACs, 7
- Privacy, 70
- Processing of Grievances, 35
- Progressive Discipline, 30, 32
 - Final Written Warning, 32
 - Separation from Employment, 32
 - Verbal Documented Warning, 30, 54
 - Written Warning, 31
- Promotion, 4, 7, 25
 - Promotional Placement on Wage Scale, 88
 - Promotional Trial Period, 7, 33

Q

- Quarterly Audit, 23

R

- Reassigned Work Location, 7
- Recall. *See* Layoff
- Reclassification, 62
- Recognition, 2, 9, 79
- Regular Status, 5, 7, 8, 9, 41, 43, 53, 54
 - Regular Status Employees, 7
- Regularly Scheduled, 7
- Reorganization/Restructure, 41, 43, 83
- Represented Position Vacancies, 79
- Required Safety Gear, 72
- Residential Advocate, 50, 59, 70
- Resource Specialists, 50
- Response to Threats, 69
- Right to Grieve, 16
- Right to Membership, 15
- Right to Organize, 22
- Right to Return to Formerly Held Position, 83

S

Safety Captain, 7
Safety Committee, 70, 71
 Role and Scope, 71
Safety Inspections, 71
Salary, 2, 66, 74
 Salary Placement and Classification, 87
Savings Clause, 55
Schedule, 5, 6, 7, 9, 12, 25, 26, 27, 38, 49, 57, 58, 59, 67, 74, 86
Security, 70
Seniority, 7, 43
Separation from Employment, 32
Settlement of Disputes, 35
Sexual Assault, 68
Sexual Harassment, 67, 85
Shadow Shifts, 83
Sharps Disposal & Removal, 73
Shift Differential, 75
Short-term Schedule Adjustments, 7, 58
Sick Time, 45, 47, 48
 Accrual of Sick Time, 47
 Suspicion of Sick Leave Abuse, 48
 Using Sick Time, 48
Stalking, 68
Strikes, 56
Supervisors, 2, 10, 46
Suspension with Pay for Investigatory Reasons, 7

T

Temporary Employee, 8
Temporary Status, 8
TPI. *See* Transition Projects
TPI Workers United!, 2, 8, 11, 12, 14, 15, 18, 19, 25, 70, 90
Training, 4, 13, 14, 26, 35, 41, 60, 66, 67, 71, 72, 82, 85, 86
 Equity Expectations and Standards, 18

 Scheduling Training, 86
 Training Provided by the Employer, 85
 Union Steward, 13
Transition Projects, 2, 3, 4, 5, 8, 9, 10, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 29, 30, 32, 35, 37, 38, 39, 41, 42, 43, 49, 51, 52, 53, 54, 56, 57, 59, 60, 61, 62, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 83, 84, 85, 86, 87, 88, 90
Transition Projects, Incorporated. *See* Transition Projects

U

Unauthorized Time off / Leaves of Absence, 54
Uniformed Services Employment and Reemployment Rights Act, 8
Union, 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 18, 19, 21, 22, 23, 25, 26, 27, 31, 32, 33, 35, 36, 37, 38, 41, 43, 44, 56, 61, 63, 67, 69, 77, 80, 81, 87, 90
Union Access to Workers, 11
Union Bulletin Boards, 11
Union Membership Card, 8
Union Notification Obligation, 22
Union Steward, 8, 12, 13, 27, 31, 32, 35, 36, 44, 77
Union Stewards, 2, 8, 11, 12, 14, 15, 35
Unpaid
 Discipline, 30
 Non-Protected Leaves of Absence, 53
 Non-Work Time, 5
 OFLA, 6
 Training, 66
 Union Leave, 14
 Unpaid Leave, 3, 54
 UPTO, 48, 53
USERRA. *See* Uniformed Services Employment and Reemployment Rights Act

V

Vacation Time, 45, 46, 47
 Accrual Of Vacation, 46
 Requesting Vacation Time Off, 46
 Reviewing Of Vacation Requests, 47
Vaccines, 70
Verbal Documented Warning, 8, 30
Violence In The Workplace, 68
Volunteer, 9

W

Wage Grid, 74, 91
Wages, 2, 8, 9, 74, 76
Weingarten Rights, 9
Wellness Access Specialists, 50
Witness And Victim Duty, 52
Work Load, 60
Work Location Reassignment, 59
 Mandatory Reassignment Of Work
 Location, 59
Work Out Of Classification, 9, 61
Work Period, 57
Workplace Attire, 20
Workplace Safety Training, 72
Written Warning, 9, 31, 32