



Collective Bargaining Agreement

between

Home Forward

and

The Building Trades Council

January 1, 2021 to December 31, 2023

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INTRODUCTION

This document contains the Building Trades' contract language from 1947 to 2023, when the most recent contract was negotiated and ratified. It is a three-year contract that expires on December 31, 2023. [2015] [2018] [2021]

Article 1. Recognition

The Employer recognizes the Building Trades Council, the coalition of the unions' signatory to this Agreement, which includes the International Brotherhood of Electrical Workers, Local 48; the International Union of Painters and Allied Trades, District Council 5; International Brotherhood of Teamsters, Joint Council 37, Local 162 & Local 305; the United Association of Plumbers and Pipefitters, Local 290; Laborers' International Union of North America, Local 296; Pacific Northwest Regional Council of Carpenters; and the International Union of Operating Engineers, Local 701, as the collective bargaining representatives of all trades employees, hereinafter classified for the purpose of making agreements as to wages, hours and general conditions of employment. The Employer further recognizes the signatory unions as the exclusive representatives for their members for the adjustment of complaints and grievances. [1947] [2008] [2011]

Article 2. Method of Employment

The Building Trades Council (hereinafter "Council") agrees to furnish Home Forward competent and satisfactory help for all classifications of positions covered by this Agreement. Home Forward agrees to give preference of employment to members of the Unions affiliated with the Council, and to secure their employees through the offices of said Unions. In the event the Unions are unable to promptly furnish competent employees, Home Forward may employ from other sources. [1947]

a. Apprenticeship. Home Forward shall institute an apprenticeship program in specific crafts, as approved by the Building Trades Council. The hourly rates shall be predicated on the percentage ratio as set by the State Apprenticeship Standards for the appropriate apprenticeship craft.

The percentage rate and increment wage increases shall be set in accordance to the Maintenance Generalist III hourly wage rate. Apprentices' pay will continue if an apprentice attends a training school on a workday during normal work hours. [1974]

b. Subcontracting. Home Forward shall have the right to subcontract so long as bargaining unit members shall not be laid off and shall not suffer a decrease in hourly wages, lose benefits, seniority, overtime pay, or promotional opportunities. Home Forward agrees to meet with representatives of the Council to discuss the effects of any decision relating to some change it may make and implement in the method of doing Home Forward business and in providing management services to its residents. It is recognized that such meetings with the Council shall take place both before and after actual implementation of the change. [1987] [2008]

c. Temporary Employee. A temporary employee is an employee who is hired to work on a temporary basis to meet a short-term critical need. Temporary employees may be full time or part time, may resign or be terminated without cause or notice at any time for any reason, and generally do not work longer than six (6) months. With the union's approval, a temporary appointment may be extended for up to an additional six (6) months but will not exceed a year. [2011]

Temporary Employees, journey or apprentice, shall be paid at the rate as stated in Article 4 for the classification of work he or she is hired to perform or the apprenticeship agreement, plus the Union provided fringe benefits. [2003] [2011]

The fringe benefits shall be paid to the appropriate union trust on behalf of the employee as agreed at the time of the hiring. Temporary employees shall not be entitled to benefits provided to regular employees. [1993] [2011]

Temporary employees hired as regular employees after continuous service will receive seniority from the original date of hire. Time served as a temporary employee shall count towards fulfilling the probationary period requirements, if the temporary employee is hired to fill the position as a regular employee. [2003] [2011]

d. Probationary Period. The probationary period is a trial period during which the employee is evaluated for fitness in the performance of required duties. All appointments shall be tentative upon the demonstration of the employee's capability and suitability in fulfilling the duties of the job. Probationary employees may be terminated at any time for any reason during the probationary period. [2011]

The probationary period consists of nine (9) months for new employees. [2011]

Employees receiving a promotion into a new classification will be subject to a six (6) month probationary period. If the employee does not satisfactorily fulfill the duties of the job during the probationary period, the employee will be returned to his or her previous work assignment. [2011]

e. Home Forward will supply monthly reports to the unions listing employee's classification and job description on initial report. [1989]

Home Forward will notify unions within 72 hours of all regular full time new hires and job classification. Unions will also be notified within 72 hours of any temporary employee working more than 30 days. [1989]

f. Reduction in Force. Should it become necessary to reduce staff, layoffs shall be in the following order, by classification: the most senior employees in each classification shall be offered a voluntary layoff. When reductions exceed the volunteers, employees will be laid off in the following order: temporary employees, followed by probationary employees, and then regular employees, in each classification.

Seniority is calculated first by classification and then by date of hire. [1996]

Seniority in job classifications consolidated into the Maintenance Generalist I, II or III positions shall be equal to the total regular service in all job classes included in the consolidated Maintenance Generalist I, II and III classifications. [2008]

In the event that two employees have the exact same amount of seniority by classification and date of hire a tiebreaker will be employed. The tiebreaker will be the length of service to Home Forward, including temporary service. The employee with the longest length of service to Home Forward, including service as a temporary employee, will be most senior. If a tie remains, seniority will be determined by random draw. [2003]

Article 3. Vacancies

In filling positions or vacancies the Employer may reject any person who is incompetent or unsatisfactory. In case of rejections, the Unions shall furnish a prompt replacement from the Hall. If the Council feels that any rejection has been unjust and has worked a hardship on the person involved, the Council shall have the right to submit the case for determination upon its merits as contained in Article 14. [1947] [2003] [2008]

Article 4. Wages & Classification

a. All regular Building Trades employees will receive additional compensation during the term of the bargaining agreement. The additional compensation will be as follows:

Effective 1/1/2021:

All employees will receive a bonus of \$1,000 upon ratification of the labor agreement.

Effective 1/16/2021

All Schedule A Maintenance Trades will receive a 4% increase to their base wage.

All Schedule B Maintenance Trades will receive a 4.5% increase to their base wage.

Effective 1/1/2022:

All employees will receive an increase of 3% to their base wage.

Effective 1/1/2023:

All employees will receive an increase of 3% to their base wage.

b. Employees hired prior to 4/1/2008 will hold a title and corresponding rate of pay on Schedule A unless or until that employee receives a promotion. Upon receiving

a promotion, employees on Schedule A will receive an increase of 5% and move to the appropriate rate on Schedule B. If an employee moving from Schedule A to Schedule B as the result of a promotion is making more than the rate on Schedule B then that employee will retain their Schedule A rate. [2011]

c. Employees holding a position on Schedule A being placed on a regular full-time basis to a lower job classification via demotion or bumping will move to a classification on Schedule A that they have held prior status in and that will result in the least decrease in pay. Employees that are demoted or bumped into a lower job classification will be subject to the wage increase provisions of the lower job classification. Employees that have been bumped into a lower classification will be compensated at the current Schedule A rate of pay for the higher classification upon recall back into the higher classification. [2008] [2011]

Schedule A

Classification Title Prior to 4/1/08	Classification Title as of 4/1/08	Classification Title as of 4/1/2011	Classification Title as of 4/1/2018	Hourly Rate as of 1/16/21	Hourly Rate as of 1/1/22	Hourly Rate as of 1/1/23
Maintenance Mechanic	Maintenance Generalist III	Maintenance Generalist III	Maintenance Mechanic	\$33.37	\$34.38	\$35.42
Pest Control Mechanic	Maintenance Generalist III	Maintenance Generalist III	Maintenance Mechanic	\$33.37	\$34.38	\$35.42
Maintenance Truck Driver	Truck Driver	Truck Driver	Truck Driver	\$29.22	\$30.10	\$31.01
Recycle Truck Driver	Truck Driver	Truck Driver	Truck Driver	\$29.22	\$30.10	\$31.01
Maintenance Mechanic Technician	Maintenance Generalist II	Maintenance Generalist II	Maintenance Generalist II	\$28.50	\$29.36	\$30.25
Laborer	Maintenance Generalist II	Maintenance Generalist II	Maintenance Generalist II	\$26.61	\$27.41	\$28.24
Courier	Maintenance Generalist I	Maintenance Generalist I	Maintenance Generalist	\$24.78	\$25.53	\$26.30
Residential Building Specialist/Grounds Maintenance Worker	Maintenance Generalist I	Maintenance Generalist I	Maintenance Generalist	\$22.47	\$23.15	\$23.85

d. New Hires. Employees new to Home Forward will be hired into one of the classifications listed on Schedule B. [2011]

e. No existing employee shall receive a decrease in pay as a result of the agreed upon wage rates in Schedule B. [2011]

Schedule B

Classification	Hourly Rate as of 1/16/21	Hourly Rate as of 1/1/22	Hourly Rate as of 1/1/23
Supervising Electrician	\$47.37	\$48.80	\$50.27
Electrician	\$40.06	\$41.27	\$42.41

Plumber	\$40.06	\$41.27	\$42.51
Maintenance Mechanic	\$28.83	\$29.70	\$30.60
Carpenter	\$28.83	\$29.70	\$30.60
Painter	\$28.38	\$29.24	\$30.12
Truck Driver	\$28.21	\$29.06	\$29.94
Maintenance Generalist II	\$24.30	\$25.03	\$25.79
Maintenance Generalist	\$20.90	\$21.53	\$22.18

f. Longevity Pay. During the life of this agreement, employees will receive one (1) week of additional vacation time upon attaining fifteen (15) years of service and every three (3) years thereafter. The week of vacation will be administered as the addition of forty (40) hours to the employee's vacation leave bank as of the anniversary of the employee's original date of hire. Employees are eligible for their longevity pay bonus retroactive to April 1, 2011. [2011]

g. The Employer agrees to pay a negotiated rate per hour for the following positions to their recognized local apprenticeship programs. [1990] [2003]

Electricians	IBEW #48
Plumber	UA Local 290
Painters	Painters DC 5
Carpenters	WCTC

h. Foreman will be responsible for directing the work of six (6) or more employees in a project. Duties include organizing project; ordering materials; monitoring workflow; directing work at the job site; scheduling the work; and completion of the project. Foreman will be paid 10% above classification.

i. Lead Person will be responsible for directing the work of up to five (5) employees. Duties include ordering materials; monitoring workflow; directing work at job site; and scheduling the work. Lead Person will be paid 5% above the classification.

j. Training premium of 5% will be paid on base wages when assigned by the Regional Property Manager, Maintenance Manager, or Maintenance Supervisor and will not be combined with the Lead or Foreman premium.[2021]

k. Seniority is not a consideration in assignment of Lead Person, Foreman, or the assignment of the Training Premium [1996] [2021]

l. Pay periods. All regular employees shall be paid on a semi-monthly basis and shall receive pay for the actual hours worked, plus credit for authorized holidays and vacation. [1971] [2003] [2011]

For the purposes of this Article, paydays shall be the fifteenth and the last working day of the month. [1989] [2003] [2011]

m. Mileage. Mileage will be paid at the IRS rate when the employee uses his or her vehicle for Home Forward business. [1974]

n. A premium of 5% will be paid on base wages while performing said work at Bud Clark Commons and assigned for a full-time assignment or a minimum of one week.[2021]

Article 5. Week's Work

The normal working hours for full-time employees under this Agreement shall be forty (40) hours per week, eight (8) hours per day, Monday through Friday. All employees shall be scheduled to work on a regular work shift and each shift shall have regular starting and quitting times. Except for emergency situations, work schedules for any shift shall not be changed unless the employee receives two (2) weeks advance notice of such a change.

The normal work shift is required unless both Home Forward and the employee agree in writing to an alternate work schedule.

Alternate work schedules for work conducted between Monday through Friday may consist of 4/10 work week or a 9/80 work schedule:

a. Employees working a 4/10 work week will work forty (40) hours per week, ten (10) hours day, for four (4) consecutive days with three (3) consecutive days off.

b. Employees working a 9/80 schedule will work a total of eighty (80) hours over nine (9) days, consisting of: four (4) consecutive nine (9) hour days, with three (3) consecutive days off; and five (5) consecutive work days consisting of four (4) consecutive nine (9) hour days and one (1) eight (8) hour day and two (2) days off.

It is recognized that the Employer's operation may require schedules other than Monday through Friday.

c. For shifts other than Monday through Friday, the employees will receive, at a minimum, two consecutive days off, one of which shall include a Saturday or Sunday.

d. Home Forward will notify the union(s) within seven (7) working days of implementing a non-standard shift that exceeds one (1) work week. Shift work shall be permitted in all classifications, without restrictions, at the discretion of the Employer. [2003] [2008]

Article 6. Daily Hours and Inclement Weather

a. Work shifts shall be defined as any shift which begins within the following periods:

Day	Shift begins between 6:00 AM and 11:59 AM
Swing Shift	Shift begins between 12:00 PM and 6:59 PM
Graveyard Shift	Shift begins between 7:00 PM and 5:59 AM

1. An employee scheduled to work on the swing shift shall receive a \$1.25 per hour shift differential in addition to his/her regular hourly rate for all hours worked on the swing shift. [2008]

2. An employee scheduled to work on the graveyard shift shall receive a \$1.75 per hour shift differential in addition to his/her regular hourly rate for all hours worked on the graveyard shift. [2008]

b. Rest Periods. Except in cases of emergency, all employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half (1/2) shift. Rest periods shall be scheduled at the middle of each one-half (1/2) shift whenever feasible. [2008]

c. Meal Periods. All employees shall be granted a meal period of not less than thirty (30) minutes during each work shift. Whenever practicable, meal periods shall be scheduled in the middle of each shift. [2008]

d. Clean-up Time. Employees shall receive ten (10) minutes of personal clean-up time prior to the end of each work shift. Employees working with asbestos, lead-based paint, chemically-treated materials and/or pesticides shall receive fifteen (15) minutes of personal clean-up time prior to the end of each work shift. [2008]

e. Inclement Weather. Scheduling of working hours during inclement weather and other emergency conditions shall be at the sole discretion of the Employer. [2018]

An employee who determines that they cannot safely reach their assigned work location or that they must leave early due to inclement weather will charge time missed from work to vacation time, compensatory time or leave without pay. [2018]

When the agency is open regular business hours during inclement weather an employee who attempts to get to work but is unavoidably delayed due to inclement weather may arrive up to two (2) hours late for their scheduled shift without penalty. If an employee is more than two (2) hours late for their scheduled shift, the employee will use vacation time, compensatory time or leave without pay in 15-minute increments for time off from their scheduled shift in excess of two (2) hours. [2018]

If the Employer chooses to close due to inclement weather, the employees shall receive full wages for all or any part of the employee's regular shift. [2018]

When the agency is closed due to inclement weather, employees that are on a pre-established employee emergency response list will receive time and one-half for hours worked while the agency is closed. All other employees that work while the agency is closed will receive regular pay. [2018]

Article 7. Overtime

a. All work in excess of eight (8) hours per day or forty (40) hours per week, except where the Employer and the employee have agreed to a 4/10 work week or a 9/80 work schedule, shall be paid overtime. All work in excess of 9.5 hours per day or 48 hours per week shall be paid for at the rate of double the straight hourly rate. [1971 amended 1983 and 2008]

Employees working a 4/10 work week shall be paid overtime after ten (10) hours in one day or forty (40) hours in one week. All work in excess of 11.5 hours per day or 48 hours per week shall be paid for at the rate of double the straight hourly rate. [2008]

Where the Employer and the employee have agreed to a 9/80 work schedule, the FLSA work week shall begin at the midpoint of the employee's scheduled shift on the employee's 8 hour day and concludes exactly one week or 168 hours later. [2011]

Employees working a 9/80 work schedule shall be paid overtime for hours worked in excess of the employee's regularly scheduled shift. Employees working a 9/80 schedule will be paid double the straight hourly rate for all hours worked in excess of 1.5 hours over their regularly scheduled shift. Employees working a 9/80 schedule will receive double the straight hourly rate if they work more than 8 hours of overtime in a work week. [2008]

Overtime shall be paid at the rate of time and one-half, with the exception of holidays. If work is performed on any recognized holiday listed in Article 8, workers shall receive double the straight time hourly rate. [1947] [2003] [2008]

Employees shall have the option of pay at the applicable overtime rate or compensatory time computed at the applicable overtime rate for overtime hours worked. Employees may accrue a maximum of eighty (80) hours of compensatory time at any given time. Any compensatory time remaining at the end of the fiscal year will be carried over into the next fiscal year or, by mutual agreement, may be paid to the employee. Employees will receive the compensatory time pay out on the first paycheck in April. [2008]

When on an agency-wide basis the employer has no money to pay overtime, the employer may request that employees receive compensatory time for overtime worked. Employees may accept or refuse such overtime. [2008]

Compensatory time off will be arranged by mutual agreement between the employee and their immediate supervisor. [1983] [2008]

b. On-Call-Duty. After hours on-call duty starts at 12:00 a.m. on Friday and ends at 11:59 p.m. the following Thursday. One (1) employee will be on call-out duty. The employee on call-out duty must carry a radio/cell phone or other Home Forward issued communication device at all times while on call-out duty. [2008] [2018]

All employees with the designation of Maintenance Mechanic and/or those holding similar positions are eligible to volunteer for the on-call list. All employees, to be eligible for the call-out list, must meet the Employer's qualification standards. [2003] [2018]

On-call duty will be offered to the most senior employee on the list. If there are not sufficient volunteers, assignments will be made in inverse order.

Employees on-call-out duty will be paid a minimum of eighteen (18) hours of straight time and two (2) hours of compensatory time, at straight time, for the week. [2008] [2018]

Employees on-call duty during a week which has a holiday will be paid eighteen (18) hours of straight time and six (6) hours of compensatory time, at straight time, for the week. [2008] [2018]

Call-outs and lock outs will be paid a minimum of two (2) hours at the rate of time and one-half hour except between 12:01 a.m. and 6:00 a.m. which will receive four (4) hours at the rate of time and a half per hour. [1996]

Employees on-call will be provided a vehicle to be used for Home Forward business only. [1993]

c. When a supervisor or manager calls an employee back outside their regular working hours the employee shall receive a minimum of three (3) hours pay at time and a half portal to portal or in accordance with Article 7 Section a. [2018]

For "call-out" work, mileage will be paid the IRS rate from the worker's residence to the job site and return. [1983]

Article 8. Holidays

Recognized holidays shall be New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Juneteenth, Fourth of July, Labor Day, Indigenous Peoples' Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day and every day designated by the President of the United States or the Governor of the State of Oregon as a universal holiday for all citizens. Any recognized holiday that falls on a Saturday will be observed on the preceding Friday. Any recognized holiday that falls on a Sunday will be observed on the following Monday. [2008] [2021]

Employees will be paid holiday pay for recognized holidays according to their standard scheduled shift on the day the holiday is observed. [2008]

An employee shall be eligible for holiday pay provided that: the employee works a full shift or performs the work scheduled and available on the regularly scheduled workday prior to the holiday; or, is in paid status via vacation leave or sick leave on the day that falls immediately before the holiday and works a full shift or performs the work scheduled and available on the regularly scheduled workday; or, performs the work scheduled and available on the regularly scheduled work day and is in paid status via vacation leave or sick leave on the day that falls immediately after the holiday. [2018]

When a regular employee's scheduled day off falls on a holiday, the employee is entitled to take an alternate day off, mutually agreed upon by the employee and Employer, as a holiday with pay during the same pay period in which the holiday falls. If the employee and Employer cannot agree on the alternate holiday, the employee will receive an additional eight (8) hours of pay, at straight time, in the pay period in which the holiday falls. [2008]

In addition to recognized holidays, newly hired regular employees in their first year of service will receive three (3) vacation days (accounted for as an additional 24 hours in their vacation leave bank) after six (6) months of continuous employment and every January 1st thereafter. [2008]

Regular employees will receive three (3) vacation days (accounted for as an additional 24 hours in their vacation leave bank) every January 1st. [2008]

Home Forward agrees that no work shall be performed on holidays other than that required in the interest of life, safety and preservation of property. There shall be no deductions of pay for the holidays herein above provided. If employees work on holidays, they shall be paid at the rate of double the straight hourly rate. [1947] [1973] [1983] [1987] [2003] [2008]

Article 9. Vacation Leave

All regular full-time and regular part-time employees whose standard schedule requires them to work at least 20 hours per week are eligible to earn paid vacation time. All other employees are ineligible. [2018]

Eligible employees start accruing vacation time from their date of hire as a regular employee. However, accrued vacation time does not become earned, usable or payable until the completion of 90 days of continuous service. [2018]

Eligible employees accrue and/or earn paid vacation leave as follows:

Years 1 to 5	3.34/pay period	80 hours maximum/year
After 5 years	5.00/pay period	120 hours maximum/year
After 10 years	5.84/pay period	140 hours maximum/year
After 15 years	6.67/pay period	160 hours maximum/year
After 20 years	7.50/pay period	180 hours maximum/year
After 25 years	8.34/pay period	200 hours maximum/year

Newly hired regular employees in their first year of service will receive three (3) vacation leave days (accounted for as an additional 24 hours in their vacation leave bank) after six months of continuous employment and each January 1st thereafter. [2003]

Vacation Cash Out. Employees with a balance of more than 80 hours of accrued vacation time are eligible to cash out vacation time in excess of 80 hours one time per calendar year on any regular pay day except the last pay date of the year. The maximum

vacation cash out is 120 hours. Vacation cash outs will be in 4 or 8 hour increments. [2015]

Article 10. Sick Leave

a. All full-time and part-time employees who are regularly scheduled to work at least 20 hours per week (other than temporary employees) are eligible to earn paid sick leave. Eligible employees immediately start accruing sick time, but the accrued time does not become earned, usable or payable until the completion of 90 calendar days of continuous service. Eligible full-time employees accrue sick leave at the rate of 4.34 hours per pay period. Eligible part-time employees accrue sick leave at the rate of 2.17 hours per pay period. An employee ceases to accrue sick leave if the employee is on unpaid leave. [2003]

b. Earned sick leave may be accumulated without limit. [2003]

c. Sick Leave Usage. Sick leave may be used when an employee is unable to report to work due to personal illness or injury, or pregnancy, or when an employee has an appointment for medical, dental, or optical treatment. In addition, 80 hours per calendar year may be used for the following reasons: illness, injury or medical, dental or optical treatment in the employee's immediate family. "Immediate family" for these purposes means a spouse or a domestic partner, parents, grandparents, grandchildren, children, brother, sisters, mother-in-law, father-in-law, aunt, uncle and step-children, as well as any other persons who are or were claimed as a dependent on the employee's most recent income tax return. [2015]

d. Sick Leave Retirement Payout. An employee who has accumulated sick leave in excess of 240 hours at the time of his/her retirement (other than a disability retirement) shall have an amount equal to 10 percent of the first 480 hours of such accumulated sick leave and 20 percent of all accumulated sick leave in excess of 480 hours paid out to them at the time of their retirement. [2008]

e. COBRA. Upon the occurrence of certain qualifying events (termination of employment, a reduction of hours, divorce or legal separation, entitlement to benefits under Medicare, a child ceasing to be a dependent child, and in the case of retirees and their families, the bankruptcy of Home Forward) that would otherwise cause group health coverage to terminate, covered employees, spouses, and dependents are permitted to continue group health insurance for a certain period of time, at their own expense.

Continuation coverage does not occur automatically. Employees, spouses, and dependents must elect to be covered. A notice covering provisions of the law is given to a covered employee and spouse at the time of employment and upon the occurrence of a "qualifying event" that would otherwise cause coverage to terminate. [2003]

f. Bereavement Leave. An employee may be absent from duty because of the death of their spouse, domestic partner, parent or step-parent, child (biological, adopted, foster, custodial, non-custodial, stepchild, or in-loco-parentis relationship to self, spouse, or domestic partner), sibling, grandparent, grandchild, aunt, uncle, parent-in-law, sibling-in-law, and child-in-law for the purpose of attending the funeral, services, ceremonies, and/or interment, making necessary arrangements and/or travel related to the death and for bereavement or grieving time. Such absences shall be allowed, not to exceed three (3) days' time off without deduction of pay or accrued leave, on account of such absence. Additional time off may be taken upon employee request and will be charged to sick leave, vacation leave, or compensatory time in any order up to a total of two weeks' leave. Employees who require additional time off may request to use vacation time. [2008] [2015] [2021]

Bereavement Leave is available to employees who have been directly employed by Home Forward and have worked an average of at least twenty (20) hours per week over the continuous one hundred eighty (180) day period prior to the use of Bereavement Leave. [2021]

Home Forward will also adhere to the Oregon Family Leave (OFLA) requirements for bereavement leave. [2015]

Under exceptional circumstances, leave without pay or use of vacation leave for death may be granted by the Department Director or their designee and Human Resources Director upon the death of a person other than the employee's family members named above. [1993] [2021]

g. Family and Medical Leave. Employees who take leave that qualifies for FMLA and/or OFLA shall utilize accrued sick leave and vacation leave, in that order. The Union recognizes the Employer's right to establish FMLA and/or OFLA policies and rules which are consistent with those laws and any additional benefits provided under this Agreement. Any future changes in such policies and rules shall be subject to Article 14. [2003] [2008]

Article 11. Jurisdiction of Agreement

It is understood that this Agreement relates only to buildings owned and/or operated by Home Forward, or to equipment owned and/or leased by Home Forward. The Agreement does not cover any installation work in connection with structural additions to the buildings. [1947] [2011]

Home Forward Trades employees will maintain properties that Home Forward owns in their entirety, commonly referred to as public housing properties (PH). [2011]

Home Forward employees will continue to maintain the following properties not entirely owned by Home Forward; the Bud Clark Commons and Humboldt Gardens, unless and until the agency can no longer afford to manage and maintain these Affordable Housing properties internally. If the agency can no longer afford to manage and maintain the property internally, Home Forward agrees to meet and bargain with the Building Trades

Council prior to altering the maintenance arrangements for those properties. Upon request, Home Forward will provide the Building Trades Council with the information used to evaluate Home Forward's ability to afford to maintain the Affordable Portfolio properties referenced above. [2011] [2018]

Home Forward will give Trades notice of any requests for bids for work for Affordable Housing properties currently maintained by the Trades and for new Affordable Portfolio properties. Trades will have the right to review and provide input on bids that may be made by Home Forward property management to do work on the affordable portfolio. Bid criteria and requirements will be outlined in the request for proposals. Upon request, Home Forward will provide Trades with a cost comparison of Trades employees versus any competitive bids to work on the Affordable Portfolio after awarding any contract. [2011]

Article 12. Assignment of Work

All regular employees, as well as temporary employees, may be assigned work to any project coming under the management and/or direction of Home Forward either directly or indirectly. [1947]

Interchangeability. The Employer will not assign staff to perform work for which they are not licensed or for which they have not been trained. [1993, amended 1996]

The Supervising Electrician will receive an indemnification letter. A copy of this letter is in contained in Exhibit C of this contract. [2008]

Article 13. Stoppage of Work

During the term of this Agreement there shall be no stoppage of work arising out of the application of this Agreement. All disputes shall be settled in accordance with the provisions hereinafter set forth. [1947]

Article 14. Settlement of Disputes

It is the intent of the Building Trades Council and Home Forward that all disputes arising out of the interpretation or application of this Agreement shall be amicably settled according to the following procedure. For purposes of this Agreement, a "grievance" is defined as a complaint concerning the interpretation or application of specific provisions of the Agreement.

Step 1. A grievance may be presented to the immediate supervisor by an employee and/or a shop steward or Union representative with fifteen (15) working days of the occurrence of the complaint or problem (or when the employee should reasonably have known of its occurrence). The supervisor shall provide a written response within fifteen (15) working days after receiving the grievance. [2015] [2018]

Step 2. If the grievance is not resolved at Step 1, the employee and/or Union shall have fifteen (15) working days after receiving the Step 1 response to reduce the grievance to writing and furnish it to the next level of supervision. The grievance shall state the basis and particulars of the grievance and cite the section of the contract that has been violated. The supervisor shall provide a written response within fifteen (15) working days. [2015] [2018]

Step 3. If the grievance is not resolved at Step 2, the employee and/or the Union may appeal in writing within fifteen (15) working days after receiving the Step 2 response to the Chief Administrative Officer or equivalent and the Director of Human Resources. The Chief Administrative Officer or equivalent shall respond within fifteen (15) working days. [2003] [2011] [2015] [2018]

If the grievance is not resolved at Step 3, the parties may agree to use the mediation process in an attempt to resolve the grievance. Both parties must mutually agree to use mediation, jointly select the person to serve as mediator, and must equally share the expense. Neither party may require that any grievance be sent to mediation. Mediation shall not be considered a step in the grievance procedure. An agreement to use mediation shall suspend the time limits governing the remaining steps of the Grievance Procedure. [2003]

Step 4. If the grievance is not resolved at Step 3, the Union shall have fifteen (15) working days after receiving the Step 3 response to submit the grievance to a neutral arbitrator unanimously agreed upon by the representatives of the Employer and the Union. If the parties are unable to agree on the selection of a neutral arbitrator within fifteen (15) working days after the request for arbitration, they will jointly apply directly to the Federal Mediation and Conciliation Service for a panel of five (5) National Academy arbitrators who reside in or maintain principal offices in Oregon. Each party will then alternately strike one name from the list, with the moving party having the first strike, until only one name remains. Either may require that an official record of the proceedings be prepared by a professional reporter. Each party will bear its own costs in any such arbitration proceeding and one-half of the arbitrator's and any separate arbitration and reporting fees. [2015] [2018]

The arbitrator will confine his/her decision to the interpretation and application of the specific provisions of this Agreement which have been placed in issue by the parties, and will have no authority to enlarge, diminish, alter, amend or in any way modify the terms of this Agreement. The arbitrator's decision will be final and binding on the Employer, the Union, and all employees subject to this agreement.

Waiver. Should the Employer fail to respond to the grievance within the specified time limits, the grievance shall automatically advance to the next step, but not beyond Step 3 – the Chief Administrative Officer or equivalent. Failure by the Employee and/or the Union to comply with the specified time limits shall constitute abandonment of the grievance. Time periods may be extended by mutual agreement of the parties. [1999] [2003] [2015]

Appropriate summer and winter uniforms including raingear will be furnished to employees annually and said employees are responsible for their own laundry or cleaning of same. [1974] [2018]

Each employee, whose job requires work in inclement weather will be provided raingear through Home Forward's wholesale purchasing vendor as needed. Need determination will be made by the employee's supervisor. With approval of the supervisor or designee, an employee may select certain safety shoes/boots through the Employer's wholesale purchasing vendor. Home Forward will pay up to \$250.00 for a one (1) year period for safety shoes/boots. Any cost over \$250.00 for the one (1) year period is the responsibility of the employee. [1993] [2003] [2008] [2015] [2018]

Home Forward will allow trades employees to use their purchase cards to purchase safety shoes/boots. [2011] [2018]

Article 16. Nondiscrimination

The Employer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, sexual orientation, age, marital or veteran status, physical or mental disabilities, on-the-job-injuries, source of income, gender identity, or any other legally protected characteristic or status. The Employer shall ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin, ancestry, sexual orientation, age, marital or veteran status, physical or mental disabilities, on-the-job-injuries, source of income, gender identity, or any other legally protected characteristic or status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. [2011]

The Union will endeavor to assist the Employer in achieving these goals. [2003]

Article 17. Benefits

a. As of July 1, 2012 the Trades employees' premium contribution will increase to ten percent (10%) of the combined composite premium for medical and dental insurance for all participating Trades employees divided by the number of participating employees divided by twelve months. [2011] [2015]

b. Labor Management Healthcare Committee. Home Forward and the Building Trades Council along with the AFSCME bargaining unit currently participate in a Labor Management Healthcare Committee. The Committee consists of nine (9) members of which three (3) are employees from Home Forward's management and/or non-represented employee group, three (3) are members from the Council bargaining units, including any union representatives and three (3) are members of the AFSCME

bargaining unit, including any union representatives. Home Forward's Human Resources Manager will chair the Committee. [2008]

Meetings shall be held monthly or at a mutually agreeable frequency on a date and time to be mutually agreed upon by Home Forward, the Council and AFSCME. Each member of the Committee shall have one vote. [2008]

Representatives on the Committee shall discuss issues relating to the healthcare plans offered by the Employer, the cost of healthcare, plan design and possible changes to the healthcare plans offered. Home Forward's benefit broker will provide relevant material on the Employer's health insurance plans, healthcare plan utilization, health insurance trends and/or additional information requested by the group. The healthcare plans subject to this Committee and process are the medical, dental, vision, short term disability, long term disability, life insurance and flexible spending account plans. [2008]

Each member of the Committee shall have one (1) vote on potential healthcare plan design alternatives. Presenting a recommendation to the Executive Director and Home Forward's Board of Commissioners shall require a majority vote of the Committee members. Any recommendation must be in writing and submitted to the Board of Commissioners on or before the May Board of Commissioners meeting. If the parties are unable to achieve a majority recommendation regarding the healthcare plans to the Board of Commissioners, or if the Board of Commissioners rejects any recommendation of the Committee, the Employer will offer employees the current plan (if it continues to be available) or an alternative plan that incorporates changes in plan design to reduce costs. Home Forward's Board of Commissioners has the sole discretion to accept or reject any recommendation from the Committee. [2008]

c. Section 125 Plans. Home Forward has established an I.R.C. 125 plan for the payment of the of the Employee's healthcare premium contribution with pre-tax dollars. [1993] [2003]

d. Employee Assistance Program. The Employer agrees that before an employee receives a mandatory referral to the EAP at least two supervisors and the Deputy Executive Director or equivalent must concur on the referral. [1990] [2003] The Employer agrees to pay the premium for the EAP. It will be the sole decision of the Employer whether to continue the program or not. [1990] [2003]

e. Drug-free Workplace Act. The Unions agree to recognize the Employer's Drug Free Workplace Policy established in August 1989. [1990]

f. Public Employees Retirement System. Any employee who works over 600 hours per year is required to join the State of Oregon Public Employees Retirement Plan (PERS) after 6 months of consecutive employment.

The Employer shall pay the "employee pick-up," a contribution of six percent (6%), of the employee's gross annual salary on behalf of the employee into the Public Employees Retirement System. [1982] [2008]

g. Life Insurance. Employees will be provided with a life insurance policy equal to one and one-half (1.5) times the employee's base annual earnings not to exceed a maximum of \$150,000. This benefit is subject to applicable taxes. [2008] [2011]

h. Short Term Disability Insurance. Regular employees shall be covered by short term disability insurance. The Employer pays one-half (1/2) and the employee pays one-half (1/2) of the premium. [1999]

i. Long Term Disability Insurance. Regular employees shall be covered by long term disability insurance at their time of hire. The Employer shall pay one-half (1/2) of the premium and the employee shall pay one-half (1/2) of the premium. [2003] [2018]

j. Unemployment Insurance. Employees will be covered by Unemployment Insurance. [1966] [2003] [2018]

Article 18. Drug and Alcohol Policy

Alcohol and drug abuse result in lost productivity, increased rates of employee absenteeism, poor performance, on-the-job injuries, and higher medical costs. Home Forward has a strong commitment to provide a safe work environment and to promote high standards of employee health. Consistent with the spirit and intent of this commitment, the Employer has implemented a drug and alcohol policy. The purpose of this policy is to establish and maintain a work environment that is completely free from the effects on employees of alcohol and drug use and to support the Drug-Free Workplace Act of 1988. The complete Drug and Alcohol Policy is in Exhibit A of this bargaining agreement. [2008] [2021]

Article 19. Driving Rules

An employee operating a Home Forward-owned vehicle, or his/her privately owned vehicle, on Home Forward business without a valid driver's license or minimum financial liability insurance, as prescribed by the state, shall be subject to discipline up to and including termination, for failure to notify his/her supervisor of the suspension or revocation of the driver's license and/or minimum financial liability insurance. Within the discretion of the Executive Director, those employees found not to have a valid driver's license and/or minimum financial liability insurance may be laid off and may be transferred to a non-driving position in the same or lower classification. The employee, upon receipt of a valid driver's license or shows evidence of minimum financial liability insurance, may be returned to his/her normal duties. [1974]

Fleet vehicles may be used for Home Forward business. Data and information regarding vehicle usage will be collected by Telematics for fleet management purposes. When appropriate, initial violations of Home Forward policies demonstrated by Telematics data will be addressed directly with employees. If the Telematics data demonstrates that an employee has repeated or significant violations of Home Forward policies, that employee may be subject to progressive discipline which will be dependent on the

seriousness of the violation. Any discipline resulting from information provided by the Telematics system is subject to the grievance procedures outlined in Article 14. [2018]

Article 20. Personnel Records

a. Each employee shall have the right to inspect his/her own personnel files. Any request under this section must be presented to the Human Resources Manager or authorized designee. Inspection shall be allowed at a mutually convenient date and time. The Human Resources Manager or authorized designee will be present with the employee while employee inspects the personnel files. [2003] [2011]

b. Each employee has the right to request copies of specific records in his/her personnel file or the complete personnel file. The employee who requests the copies shall pay the Employer the actual cost of providing the copies.

c. Notwithstanding paragraph 1 and 2 or any other section of this agreement, Home Forward shall not be required to allow employees to inspect or copy any records that are not defined as personnel records under ORS 652.750. [1993]

d. Material reflecting caution, consultation, warning, admonishment or reprimand shall be removed from the personnel file after two (2) years at the request of the employee. Any of the materials references above over two (2) years old in an employee's personnel file shall not be used for disciplinary purposes. [1999] [2011]

Article 21. Savings Clause

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree to meet immediately and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect. If the parties cannot agree on how to implement changes required by legislation or by any decree of a court of competent jurisdiction, the employer shall implement the changes required by the legislation or decree; disputes regarding the implementation will be subject to dispute resolution arbitration. [2003]

Article 22. Performance Evaluations

Newly hired and probationary employees shall receive regularly scheduled performance evaluations. Effective from the date of appointment to the position, new employees will receive performance evaluations at four (4) months and eight (8) months. Annual reviews will be conducted thereafter. [2011]

Promoted probationary employees shall receive a performance evaluation at three (3) months and at five (5) months. Annual performance evaluations will be conducted thereafter. [2011]

All regular employees will receive annual performance evaluations. All employees in a specific job classification will be evaluated according to the standard competencies established for his or her job classification. [2011] [2018]

Article 23. Management Rights

The Employer shall exercise sole responsibility for the management of the Agency and direction of its work force, except as expressly limited by the terms of this Agreement. [2018]

Article 24. Terms of the Agreement

The terms of the agreement are from January 1, 2021 to December 31, 2023.

In the event that Home Forward revenue decreases by the passage or as a result of existing or subsequently enacted legislation or a reduction in Federal, State and/or local revenue sharing or any other conditions negatively impacting Home Forward's financial position, Home Forward and the Trades Council agree that they will meet and discuss the economic impact and will attempt to find alternatives to a reduction in the work force. However, nothing in this Article shall limit or modify Home Forward's right to layoff employees under Article 2.f., Reduction in Force. [2003] [2008]

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be duly executed this _____ day of _____ of 2021.

Home Forward


Michael Buonocore, Executive Director

3.1.21
Date

Aimee Smith

Aimee Smith, Director, Human Resources

2/11/2021
Date

The Building Trades Council



Jim Anderson, IUOE 701
Business Manager/ Financial Secretary

2/11/21
Date



Rick Ohmie, Laborer's Local 737
Field Representative

2-9-2021
Date



Jeff Gritz, Laborer's Local 737
District Council Business Manager/Secretary-Treasurer

2-10-2021
Date



Garth Bachman, IBEW Local 48
Business Manager/Financial Secretary

02/09/2021
Date



Jack Johnson, IUPAT, District Council 5
Field Representative

2-9-21
Date



Nichet Newsome, UA 290
Business Agent/Organizer

2-9-21
Date



David Schmidt, Teamsters Local 305
Business Representative

2/9/2021
Date

Portion agreed to and signed by
IBEW LU48 is hereby approved
INTERNATIONAL OFFICE - I.B.E.W.
June 3, 2021
Lennie Stephenson
Int'l President

Exhibit A – Drug and Alcohol Policy

Employee Responsibilities

Home Forward expects that employees will come to work able to perform their duties in a safe and effective manner. Employees are expected to follow all work and safety rules, and to follow standards of behavior that an employer, coworkers, and clients would consider ethical and responsible. An employee's abuse of drugs and alcohol can have a significant impact on the workplace.

If an employee believes they may have a need for drug and alcohol treatment, they are responsible for seeking assistance, whether through Home Forward or any other resource, before alcohol or drug use harms their performance or results in a violation of this policy.

Employees can also help coworkers who may be developing alcohol or drug challenges by calling concern to their attention and urging them to get assistance. Employees can do that directly, or by bringing concern to the coworker's supervisor or the Human Resources staff. Supervisors and Human Resources staff will keep the identities of concerned parties confidential.

Employee Assistance Program

Alcohol and drug misuse may be a sign of chemical dependency or substance abuse and can be successfully treated by professionals. Home Forward provides an Employee Assistance Program (EAP) for employees experiencing substance abuse.

Employees may seek help from the EAP without a supervisor's knowledge or approval by talking with the EAP. EAP staff are trained to provide counseling or treatment, and they work with an employee's healthcare provider to provide such services based on each employee's individual needs. No employee will be disciplined or discriminated against for seeking help.

If the Director of Human Resources determines that an employee's abuse of alcohol or drugs is negatively impacting their ability to perform their duties in a safe and effective manner, that employee's continued employment may be conditioned upon their:

- Entering into and completing a treatment program (including follow-up recommendations) approved by Home Forward, and
- Signing and living up to the terms of a "Performance Agreement" that provides conditions for continued employment with the agency. An employee who voluntarily seeks help before any work-related problems arise may not be required to enter into a performance agreement to maintain employment.

Home Forward's Drug and Alcohol Rules

- Alcohol. An employee may not possess open containers, use, transfer, and offer or be under the influence of any intoxicating liquor. This rule prohibits any alcohol immediately prior to reporting to work, during breaks or meal periods, or during regular working hours. It is important to remember that all employees are expected to behave in such a manner that their conduct will be above reproach.
- Drugs. An employee may not possess, use, transfer, offer, share, attempt to sell or obtain, manufacture, or be under the influence of any drug or substance. This rule does not apply to medically prescribed drugs possessed and used in compliance with this policy.
- "Drugs and Substances" include legal and illegal drugs and substances, such as marijuana, cocaine, heroin, peyote, opium, amphetamines, designer drugs, and "controlled substances" as defined herein,

as well as legal drugs which have been obtained or used illegally (for example, using drugs prescribed for someone else or for other than prescribed purposes).

- Alcohol Containers and Drug Paraphernalia. An employee may not possess open alcohol containers (cans, bottles, etc.) or drug paraphernalia while on Home Forward business or on Home Forward premises.
- Alcohol and Drug-Related Citations, Arrests and Convictions. An employee must notify their supervisor of any conviction under any criminal drug law for a violation occurring in the workplace within five days of the event so the agency can review the circumstances to see whether a violation of this policy has occurred. Home Forward is also required by law to report all work-related drug convictions to the federal government.

When an employee's job involves driving any vehicle on Home Forward business, the employee must notify his or her supervisor of any alcohol-and/or drug-related citation, arrest or conviction involving driving. This allows a review of the circumstances to see whether a violation of this policy has occurred, and a decision about whether the employee should continue driving on Home Forward's behalf.

- Criminal Conduct. An employee may not engage in any form of criminal conduct involving alcohol and/or drugs.
- Legal Drugs/Prescriptions/Over-the-Counter Medications. There are circumstances in which the use of any substance, legal or illegal, can adversely affect an employee's work performance and safety. Of course, there are many situations where employees can safely perform their jobs while taking prescribed drugs and over-the-counter medications. It is up to the employee to check the potential effects of prescribed drugs with his or her doctor or pharmacist before starting work, and to notify their supervisor immediately when the use of a prescription drug makes it unsafe to do the employee's job.

Employees are expected to only use medicine that has been prescribed for them, to follow the doctor's instructions, and to keep it in its original container (or, have a copy of the prescription, and the prescribing physician's name if their supervisor requests it). All over-the-counter medications must be kept in their original containers.

The use of medical marijuana, even if medically prescribed, is in violation of this policy because it is not legal under federal law.

Government-Imposed Testing Requirements

Commercial Driver's License (CDL) holders must comply with federal law regarding controlled substances and alcohol use and testing as outlined in 49 CFR 382.

Effect of Drug or Alcohol Use in Violation of this Policy

An employee who has used, manufactured, distributed, or possessed alcohol or drugs in violation of this policy may be suspended immediately, and may be offered a referral to an assessment program. If the assessment indicates that the employee is a likely candidate for treatment and rehabilitation, Home Forward may allow the employee to maintain employment by entering into and completing a treatment program (including any follow-up recommendations) approved by Home Forward. The employee must also sign a "Performance Agreement."

Failure to accept the referral, to enter into and complete an approved treatment program (including any follow-up recommendations), or to sign or adhere to the commitments in the Performance Agreement may result in termination.

Exhibit B – Supervising Electrician Indemnification Letter

LETTER OF INDEMNIFICATION

The Housing Authority of Portland, by and through the undersigned and pursuant to Article 12 of the Collective Bargaining Agreement between Home Forward and the Building Trades Council, hereby indemnifies and agrees to hold harmless the supervising electrician from any personal liability resulting from an act or omission by any worker not under the supervising electrician's direct supervision. [2008]

HOUSING AUTHORITY OF PORTLAND

Signature

Date

Print Name and Title

Exhibit C –

**MEMORANDUM OF UNDERSTANDING
BETWEEN
HOME FORWARD
AND
IBEW LOCAL 48**

The Employer agrees to deduct and forward to the Financial Secretary of Local Union 48, upon receipt of a voluntary written authorization, dues and assessment from the pay of each IBEW member. The amount to be deducted shall be the amount specified in the approved Local Union Bylaws. Such amount shall be certified to the Employer by the Local Union upon request by the Employer.

IN WITNESS WHEREOF, the parties hereto have executed this Letter of Understanding.

Dated this _____ day of _____, 2011.

IBEW Local #48

Home Forward

Donna Hammond, Business
Representative

Melissa Richardson, Director, Business
Services