

**THE HOUSING AUTHORITY  
OF THE CITY AND COUNTY  
OF DENVER**

**AMERICAN FEDERATION OF  
STATE, COUNTY, AND  
MUNICIPAL EMPLOYEES**

**UNION LOCAL 535  
CONTRACT**

**JANUARY 1, 2022 – DECEMBER 31, 2024**

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## **AGREEMENT**

Between the Housing Authority of the City and County of Denver and Local 535 of the American Federation of State, County and Municipal Employees AFL/CIO.

## **PREAMBLE**

The Agreement entered into by the Housing Authority of the City and County of Denver, hereinafter referred to as DHA, and Local 535, AFSCME Colorado, American Federation of State, County and Municipal Employees, AFL/CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between DHA and the Union, and the establishment of equitable peaceful procedures for the resolution of differences, as well as agreement in classification of positions and their corresponding rates of pay, hours of work, and other conditions of employment.

## ARTICLE 1 — RECOGNITION

### **Section A. Union Positions**

The Union is recognized as the sole collective bargaining representative for all regular employees of DHA including technical, administrative support, skilled craft workers, service workers and maintenance workers. Current classifications covered by the Union include:

Accounting Clerk II (Band 1)  
Accounting Clerk III (Band 1)  
Administrative Clerk (Band 1)  
Assistant Manager (Band 2)  
Carpenter (Band 3)  
Central Office Coordinator (Band 2)  
Certification Specialist I – HCV/Section 8 (Band 1)  
Certification Specialist II – HCV/Section 8 (Band 1)  
Certification Specialist III – HCV/Section 8 (Band 1)  
Certified Maintenance Technician – HMD (Band 3)  
Certified Operator - Spray Team (Band 3)  
Clerk Receptionist - Occupancy (Band 2)  
Equipment Operator (Band 3)  
Finance Division Receptionist (Band 1)  
Fire and Safety Systems Coordinator (Band 3)  
Housing Program Specialist (Band 2)  
HVAC Supervisor (Band 3)  
Inspector HCV/Section 8 (Band 1)  
Lead Painter (Band 3)  
Lead Pest Control Operator (Band 3)  
Leasing Agent (Band 2)  
Locksmith (Band 3)  
Maintenance Technician I (Band 3)  
Maintenance Technician II (Band 3)  
Maintenance Technician III (Band 3)  
Master Electrician Trade Worker (Band 3)  
Master Plumber (Band 3)  
Painter (Band 3)  
Plasterer (Band 3)  
Public Housing/LIHTC Field Officer (Band 2)  
Relocation Specialist (Band 1)  
Small Engine Technician (Band 3)  
Support Services Assistant (Band 2)  
VMI Contract Administrator

Excluded from the Union are supervisors of two (2) or more full-time employees or their equivalents, managerial employees, professional employees, and officials of DHA; however, any of these classifications may perform work of the classifications included in the Union. Confidential employees who work for top officials and managerial employees who have access to personnel information and similar materials are also excluded.

Current classifications excluded from the Union are:

Accountant  
Accounting Manager  
Accounting/Payroll Technician  
Administrative Support Coordinator – RCS  
Administrative Assistant – HR  
Affordable Housing Compliance Attorney  
Agency Counsel  
Assistant Manager – Food Services  
Assistant Manager – Human Resources  
Assistant Procurement Officer  
Assistant to Executive Director  
Associate Analyst  
Chief Financial Officer  
Chief Real Estate Investment Officer  
Community Manager – 1035 Osage  
Community Redevelopment Coordinator  
Compliance and Risk Management Specialist  
Construction Project Manager/Loss Casualty Specialist  
Decatur Fresh Assistant Manager  
Decatur Fresh Manager  
Deputy Chief Financial Officer  
Deputy Director – Housing Management  
Development Office Manager  
Development Program Manager  
Development Program Manager - SHS  
Director – Community Connections  
Director of Communications and Public Affairs  
Director – HCV/Section 8  
Director – Housing Management Division  
Director – Resident & Client Services  
Director WDRC  
Education and Employment Coordinator  
Executive Director  
Field Manager  
Field Manager – Project Based Section 8 Portfolio  
FSS Coordinator  
Funds Development and Grants Manager  
HCV/Section 8 Program Assistant

HCV Program Compliance Manager  
Healthy Living Coordinator  
HMD Compliance and Onboarding Trainer  
Housing Choice Voucher/PBV/DRH Manager  
Housing Counselor  
Human Resources Generalist  
Human Resources Staffing Coordinator Information Systems Analyst  
Information Systems Specialist  
Inspections Supervisor – HCV/Section 8  
Legal Assistant  
Maintenance Supervisor  
Manager – Compliance and Training  
Manager – Project Based Voucher  
Manager – Human Resources  
Manager of Maintenance Operations and Training  
Manager – Management Information Systems  
Manager - Procurement  
Marketing and Content Specialist  
Human Resources  
Marketing and Events Administrator  
MIS Systems Administrator  
Network Administrator  
Network Support Specialist  
Occupancy Compliance Specialist  
Occupancy Specialist  
Occupancy Supervisor  
Paralegal  
Portfolio Energy Manager  
Portfolio Energy Specialist  
Portfolio Manager and Agency Administrator  
Prevailing Wage Analyst  
Procurement Officer  
Program Administrator - RCS  
Program Manager – HCV/Section 8  
Program Manager – RCS  
Program Manager – Community Connections  
Program Supervisor - RCS  
Programmer Analyst  
Project Manager II - WDRC  
Property Management Administrator  
Property Management Specialist  
Residential Property Manager (PH/PBA/Multi-Family/Tax Credit)  
Roving Manager/Compliance and Occupancy  
Secretary – Finance  
Senior Accountant  
Senior Applications Developer



Senior Budget Officer  
Senior Development Program Manager  
Senior development Program Manager – Commercial Management  
Senior Staff Attorney  
Staff Attorney  
Strategic Initiatives Manager  
SQL Database Developer  
Technical and Compliance Specialist - HCV/Section 8  
WDRC Program Manager  
Youth Development Lead Coordinator  
Youth Employment Academy Supervisor  
YEA Osage Café General Manager and Executive Chef

Summer youth program hires are excluded from the Union. Special grant funded employees, not involving Union work, shall be excluded from the Union. When being trained on Union work, they shall be treated as any other Union employee and shall work with, but not replace, a Union member.

Temporary construction employees who perform only demolition and scheduled renovation and who perform no Union work shall be excluded from the Union; provided, temporary construction employees may be brought over to perform Union work in an emergency and when no Union employee in the affected classification is or will be placed on layoff.

#### **Section B. Negotiating New Positions**

When a new regular position is created, which is proposed by Management to be exempt, Management will notify the Union in writing within ten (10) days of creating the position by email to the Union President, Vice-President, Secretary, and AFSCME Representative. The Union and DHA will negotiate whether the position shall be included in the Union within thirty (30) days after notification. If negotiations are not successfully completed within thirty (30) days, DHA will notify applicants for the position and employees that Union membership, upon completion of probation, may become a condition of employment and dues payments may be required after completion of negotiations and/or arbitration on the issue of whether the position is within the Union. If required, those dues payments will be retroactive to the date probation was completed.

Arbitration regarding whether the position is exempt may begin within sixty (60) days after the expiration of the thirty (30) day negotiation period if DHA and the Union have not reached agreement regarding whether the position is exempt. The arbitrator must be selected, contacted and a hearing date set within thirty (30) working days of the conclusion of negotiations regarding whether the position is exempt. The arbitrator will be selected in the same manner as provided in Article 4, Section F, Step 3.

### **Section C. Union Membership**

On the effective date of this Agreement, all employees listed in Section A under Union Positions must join, and/or maintain their membership in the Union. Each such regular employee shall, as a condition of employment, become a member of the Union upon completion of the initial introductory period and shall maintain their membership in the Union. Such regular employees who fail to comply with this requirement shall be discharged by DHA within thirty (30) days after receipt of written notice to DHA from the Union office.

### **Section D. Non-Discrimination**

Neither DHA nor the Union may discriminate or engage in any prejudicial conduct against any employee because of Union membership, lawful Union activities, race, creed, color, language, sex, socioeconomic/cultural background, political affiliation, marital status, national origin, religion, age, sexual orientation, disability, or handicap.

### **Section E. Responsibility of DHA**

On the date of hire, DHA shall notify the employee hired into a Union position that Union membership is a condition of employment. The Human Resources Department shall give the Union President three (3) working days' prior notice of new hire orientation, unless it is not practicable; the notice shall include the new hire's name and work location. The Human Resources Department shall have the Union membership application completed by the new hire at the same time that other documents are being completed and shall promptly forward the application to the Union President and a copy of the signed card to the Union office by fax or email.

It shall be the responsibility of DHA to notify the President and Secretary of the Union and the AFSCME Representative, in writing and within fifteen (15) days, of employees who have completed their initial introductory period and are being retained as regular employees.

### **Section F. Employees Moving to Union Positions**

An employee who moves from an excluded position to a Union position is required to become a member of the Union on the day the employee begins working in the Union position, which shall not occur until all personnel documents transferring the employee into the Union position have been completed and fully executed.

## **ARTICLE 1A — MANAGEMENT RIGHTS**

Except as otherwise provided in this Agreement, DHA reserves and retains the customary rights of management, including without limitation establishing standards of performance and productivity; determining the mission of DHA and the methods and means necessary to fulfill that mission; determining the content for job classifications or descriptions; determining job qualifications; setting work schedules; hiring, promoting, assigning, directing, and transferring personnel; disciplining or discharging for just cause; establishing or abolishing positions; laying off employees; establishing reasonable work rules and policies; and, applying HUD rules and regulations.

## ARTICLE 2 — DUES COLLECTION

### **Section A. Dues Collection**

DHA will cooperate with the Union in the collection of a onetime Union initiation fee and the regular monthly dues. The initiation fee shall be deducted from the first wages due the employee after payroll receives the written authorization for the deduction from the Union President or designee. The monthly dues shall be deducted each month from the employee's wages based on the written authorization. The Union assumes all responsibility for any mistakes in notifying the Payroll Department about who is subject to any payroll deduction. In the event of an unauthorized payroll deduction, the Union shall be solely responsible for making the necessary reimbursement to the employee from whom an unauthorized deduction was made.

Employees may request that withholdings for AFSCME PEOPLE also be deducted from their pay and forwarded to the Union.

The Union shall notify DHA in writing of its dues structure and initiation fees and shall update this information in the event of any change. Such notice shall be sent to the Human Resources Department.

### **Section B. Forwarding Payroll Deductions to the Union**

All moneys deducted as specified in Section A shall be forwarded by DHA to the appropriate officer as designated by the Union. This shall be done at least once each month, no later than the 10th of the month.

## ARTICLE 3 — CATEGORIES OF EMPLOYMENT

### **Section A. Introductory Employees**

Continuing positions with DHA are designated as regular budgeted positions. Any employee hired to fill one of these positions must successfully complete an introductory period. The introductory period is the employee's first six (6) months of employment. During this time, all introductory employees will be trained and then evaluated on performance, abilities, attitude, and interpersonal skills after three (3) months and after six (6) months have elapsed. At the end of the introductory period, the employee's supervisor shall discuss job progress and give the employee a formal performance evaluation review. If performance has been effective or better, the employee will be granted regular status; if performance has been unacceptable employee will be terminated.

Former employees who left DHA without prejudice or who change position classification, shall also serve a six (6) month introductory period.

Employees in initial six (6) month introductory period may not take paid annual leave during the first three (3) months of the introductory period, but may accumulate annual leave, which is deemed earned upon completion of the first three (3) months of the introductory period. The introductory period will be extended by the amount of unpaid leave time used.

### **Section B. Temporary Employees**

Temporary employees are those hired for a maximum of ninety (90) working days per year and may only be hired when no Union employees in the affected classification are on layoff. Temporary employees retained beyond ninety (90) working days shall become introductory employees.

Part-time temporary employees (except resident caretakers) shall not be utilized if two or more part-time positions can be combined to create a full-time job.

DHA's complement of temporary and part-time employees shall not exceed, in number, 5% of the number of regular full-time employees in the Union, except as necessary to cover approved leave for a regular employee. A list will be provided to the Union bi-monthly, listing by name, date of hire, position, and work area of the temporary and part-time employees by email to the Union President, Vice-President, and AFSCME Representative.

The provisions of this section do not apply to temporary construction employees, special program employees, or temporary employees covering a regular employee who is on modified duty due to a work-related injury, FMLA, or ADA leave.

### **Section C. Regular Employees**

Upon successful completion of the initial introductory period, an employee shall achieve regular status. All regular employees occupying positions listed in Article 1, Section A shall, as

a condition of employment, be required to join the Union according to the terms of Article 2, Section C. All regular employees in the Union shall have the right to Union representation, and all other rights secured by this Agreement.

**Section D. Special Program Employees**

Currently, Special Program Employees are those designated as such and are for an unspecified length of time depending on availability of program funds. The parties recognize that the Board of Commissioners may change that definition at any time. DHA will provide the Union a quarterly list of current special program employees by email to the Union President, Vice-President, and AFSCME Representative. This list will include names of employees, the fund that is being charged, job titles, and location/department where the employee is working. DHA will notify the Union when it initiates the close out process with HUD or any other grantor for any special program fund. If the funds for a Special Program Employee run out, a Special Program Employee can be hired for a full-time Union position only if no Union employee who meets minimum qualifications has applied for the posted position.

## **ARTICLE 4 — GRIEVANCE PROCEDURE**

### **Section A. Definition of a Grievance**

A grievance shall mean a complaint by an employee that there has been: (i) a violation, a misinterpretation, or inequitable application of any of the provisions of this Agreement; (ii) violations of DHA's, then existing, Personnel Policy concerning disciplinary action except for corrective actions provided, however a grievance may be filed on a corrective action but the process cannot go beyond that described in Section D below, excluding the last sentence; and (iii) ratings of "unacceptable" under the Performance Enhancement Program.

### **Section B. Purpose of the Grievance Procedure**

The purpose of the grievance procedure is to secure equitable solutions to the problems which may arise. Both parties agree that these proceedings will be kept as confidential as may be appropriate at any level of procedure.

### **Section C. AFSCME Review Team**

The AFSCME Review Team ("ART Committee") is comprised of Union stewards, officers and members and is responsible for ensuring that grievances submitted to the ART Committee fall within the definition of a grievance outlined in Section A of this Article 4. All Union members must submit their grievances to the ART Committee within six (6) workdays after the action occurred. DHA will not process any grievance or arbitrate any grievance unless the Union member timely submits his/her initial grievance to the ART Committee. The ART Committee will review grievances prior to initiating the informal or formal grievance process on behalf of the grieving Union member. If the ART Committee determines that the grievance should be processed, the ART Committee will initiate the informal grievance process on behalf of the grieving Union member in accordance with Section D below. The ART Committee shall not process a grievance on behalf of a grieving Union member without that grieving Union member's consent. Such consent shall be evidenced by the grieving Union members' signature on the written grievance. The ART Committee must review the grievance and decide whether to submit it to DHA within ten (10) workdays after the grieving Union member presented his/her grievance to the ART Committee (hereinafter referred to as "The Review Period"). At least five (5) members of the ART Committee will review all grievances submitted by a grieving Union member. A determination that a grievance should be processed must be made by the affirmative vote of a majority of the members reviewing the grievance.

### **Section D. Initiation of the Informal Grievance Process**

The ART Committee initiates the informal grievance process, on behalf of a grieving Union member, by submitting a written statement of the grievance to the Director or head of the department in which the Union member works or a designee (hereinafter referred to as "Senior Management") and the Manager of Human Resources within ten (10) workdays after the ten (10) workday Review Period has expired. The written statement of the grievance must be signed by the grieving Union member and any of the following: the Chairperson of the ART

Committee, Union President, or Chief Steward. The written statement of the grievance shall set forth the full substance of the grievance including, but not limited to: what action gave rise to the grievance, who took the action, date the action occurred, what section of the Union Contract was violated, how the Union Contract was violated and the requested relief. Failure to include this information within the 10-day period shall result in the grievance being untimely, and DHA shall have no further obligation to process the grievance; provided, however, that within such 10-day period, if DHA receives the above information from the Union and believes it to be incomplete, DHA shall notify the Union and the Union will have two (2) workdays from such notice to supplement the omitted information. Senior Management must meet with the grievant and their Union representative within ten (10) workdays after receipt of a written notification of the grievance. Senior Management must respond to the informal grievance within ten (10) workdays of this meeting. Senior Management shall simultaneously send a copy of the response to the Manager of Human Resources. If Senior Management does not respond in a timely manner or if the grieving Union member is not satisfied with the results of the informal grievance process, then the employee shall have ten (10) workdays to proceed to Step 1 of the grievance process, as outlined in Section F of this Article.

#### **Section E. Time Allotted for Grievance**

The number of days indicated at each step of this Grievance Procedure must be adhered to, and every effort must be made to expedite the process, particularly when the grievance involves discharge.

By mutual written agreement of the parties, time limits under this Article 4 may be waived. Either the Union or Management may agree, in writing, to extend the time limits in any step of the grievance procedure. Such written extension must be completed in advance of the expiration of the time limit being waived. Dates that fall on a day that is not a business day will automatically be extended to the next business day. However, both the Union and Management shall only request or receive two (2) extensions of time each. No extension may exceed thirty (30) workdays.

If the Union fails to comply with the time limits, then DHA shall win the grievance. If DHA fails to comply with the time limits, then the Union shall win the grievance.

#### **Section F. Initiation of the Formal Grievance Process**

##### **Step 1.**

Within ten (10) workdays after the ART Committee receives Senior Management's response pursuant to the informal grievance process set forth in Section D above, the Steward may initiate the formal grievance process, on behalf of the grieving Union member, by submitting a written request for a Step 1 hearing to the Manager of Human Resources. The request must be signed by the grieving Union member and any of the following: the Chairperson of the ART Committee, Union President, or Chief Steward.

Upon submission of the signed written request for a Step 1 hearing to the Manager of Human Resources, the grieving Union member has the right to Union representation. All conferences,



phone calls, meetings and formal grievance hearings following initiation of the formal grievance process, shall be on DHA time. Anytime a Union steward wants time to process a grievance he/she must obtain permission from the manager/supervisor at his/her work site or someone in that person's chain of command as well as permission from the manager/supervisor of the work site or someone in that person's chain of command to which he/she is going, if applicable. Stewards shall notify their designated manager/supervisor upon resumption of their work, or someone in that person's chain of command. A supervisor shall not unreasonably withhold permission. Stewards shall use Union Leave for this purpose. The Union shall provide the Manager of Human Resources with a current list of Union stewards and the ART Committee upon request.

Only one (1) steward shall be given release time for formal grievances and the time shall not exceed one (1) hour in a day or five (5) hours in a workweek (excluding reasonable travel time), except for meetings where members of Senior Management are present. A grieving Union member shall be present during the hearing and is entitled to two (2) stewards provided the stewards do not work in the same department and/or the same work site, except Housing Management Division in which case work site shall govern. The ART Committee may also provide outside professional representation at its election and cost.

If the grieving Union member or Management wishes to present witnesses at the Step 1 hearing, their names, and a brief statement of their testimony, sufficient to advise the other party of the nature of their testimony, must be disclosed in the written request for the Step 1 hearing. Failure to include this information within the 10-day period shall preclude the grieving Union member from presenting witnesses and/or testimony not so identified at the Step 1 hearing. If DHA wishes to present witnesses at the Step 1 hearing, their names must be disclosed in the notice of hearing that is provided to the grieving Union member and the Union representative. Presentation of the written formal grievance must take place within ten (10) workdays of the conclusion of the informal process.

The Executive Director or designee shall serve as the hearing officer. The Manager of Human Resources shall notify the Executive Director or designee, grieving Union member and Union representatives of the date and time for hearing of the grievance, which shall commence no later than ten (10) workdays after presentation of the grievance to the Manager of Human Resources.

The Executive Director or designee shall hear the Step 1 grievance within ten (10) workdays after receipt of the notice of hearing from the Manager of Human Resources. The grieving Union member may bring no more than two (2) Union stewards and an AFSCME Representative, provided the stewards do not work in the same department and/or the same work site, except Housing Management Division in which case work site shall govern, or an officer to the grievance hearing, as well as any outside professionals, in addition to the witnesses disclosed in the written statement of the grievance. Present for DHA shall be the supervisor(s) involved in the matter, the Manager of Human Resources, and any witnesses disclosed in the notice of hearing and such other staff or outside professionals as DHA shall elect. The Executive Director or designee shall render a written decision within ten (10) workdays of the completion of the

hearing. Such decision shall be served on the grievant, one of his or her representatives present at the hearing, and the Manager of Human Resources.

## **Step 2.**

a. If the grieving Union member does not agree with the Executive Director's or designee's decision, the member must notify the Union steward who handled the grievance. The steward and the grieving Union member will take the issue to the ART Committee, for recommendation regarding arbitration and then to the membership of the Union. If the Union agrees to arbitration the steward will serve a written demand for arbitration on the Manager of Human Resources within ten (10) workdays after receipt of the Step 1 decision. Within ten (10) workdays thereafter, a designated representative of DHA and the Union shall confer in an attempt to agree on the arbitrator.

b. If voluntary agreement is not reached on an arbitrator, a panel of seven (7) names shall be requested from the Federal Mediation and Conciliation Service or a comparable source, by the Union or the Housing Authority, within ten (10) workdays of failing to jointly agree. After the parties have received the list, striking of names will occur within ten (10) workdays. The parties shall alternately strike names from the list, with the first strike determined by lot, and the last name remaining shall be deemed the arbitrator. After an arbitrator has been selected the hearing will commence within ninety (90) workdays, provided the arbitrator can schedule the hearing within that time frame.

## **Settlement Conference**

If both the grieving Union member and DHA agree, a settlement conference may be held to discuss settlement of the grievance or arbitration. This settlement conference may be held at any time after the informal grievance process has ended, but before the date scheduled for the arbitration. Settlement offers made by either party may not be disclosed during the arbitration.

None of the time limits set forth in this Article 4 will be waived, delayed, tolled, suspended, or otherwise affected because of the settlement conference.

## **Section G. Cost for Arbitration**

Each party shall bear the cost of preparing and presenting its case to the arbitrator. The costs for the services of the arbitrator shall be shared equally by DHA and the Union. Present for the Union shall be only one (1) Union steward during an arbitration.

## **Section H. Decision of Arbitrator**

The arbitrator shall deal only with the matter which occasioned his appointment and shall cease to function in the matter after his decision has been rendered. The decision of the arbitrator shall be final and binding on both parties.

## **ARTICLE 5 — HOURS OF WORK, OVERTIME, AND HOLIDAYS**

### **Section A. Working Hours**

Normal working hours for all full-time personnel are between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday. Part-time personnel will work an established schedule which is to be given to them in writing upon employment with DHA. Eight (8) hours, exclusive of the lunch period, constitutes a day's work. Forty (40) hours per week constitutes a week's work.

Effective October 1, 2018, DHA implemented an Alternative Work Schedule Procedure. Under this Procedure employees may request an alternative work schedule subject to their supervisor's and Department Director's written approval. DHA retains full discretion to approve, deny, or modify a request for an alternative schedule at any time in DHA's best interest. DHA may modify or discontinue alternative work schedule options at any time.

It may be necessary for normal working hours for full-time personnel to be altered periodically to maintain high occupancy standards and to provide excellent customer service.

If Occupancy Rates at any property drop to 95% or below, the Manager of Compliance & Occupancy will be informed, and a marketing plan will be implemented for the period of time necessary to achieve 98% Occupancy or better. Staff from the Occupancy and Admissions Department may also be required to assist property staff in the implementation of such marketing efforts.

### **Section B. Lunch Break**

One-half (1/2) hour lunch periods will be scheduled by the supervisor in order to keep all offices open to the public during authorized office hours, this includes phone coverage. An employee denied their regularly scheduled lunch period by order of a DHA supervisor shall, whenever possible, be given a lunch period later in their shift. If a lunch period cannot be taken before the end of the regularly scheduled shift, the employee shall be paid overtime for the missed lunch period. The lunchroom will be designated by Management.

### **Section C. Rest Periods**

Employees are entitled to take one fifteen (15) minute rest period in the morning and one fifteen (15) minute rest period in the afternoon. Rest periods are scheduled so they do not interfere with normal operations. An employee denied their regular rest period by order of a DHA supervisor shall, whenever possible, be given a rest period later in their shift. If a rest period cannot be taken before the end of the regularly scheduled shift, the employee shall be paid overtime for the missed rest period.

### **Section D. Work in Excess of Regularly Scheduled Work Week**

1. All work hours worked exceeding forty (40) in any one week will be considered overtime. Overtime will be paid at the rate of one and one-half (1-1/2) times the employee's

base hourly rate of pay except that all hours worked on holidays shall be paid at two (2) times the employee's base hourly rate of pay. For purposes of calculating overtime annual leave and paid holidays (as outlined in Article 5(G)) will count as hours worked; sick leave and annual leave for unanticipated personal business will not be counted as hours worked.

2. Saturday, Sunday, and holiday work shall be offered to employees in the classification, when they are able to do the work, in seniority order at the site where they work and required in reverse seniority order; provided however, that DHA may assign work to the person who has been working on a project where that person can more effectively perform that work. Overtime shall be offered to Union members before temporary or part-time employees are offered additional hours. Employees called for Saturday, Sunday or holiday work shall be offered a minimum of two (2) hours work.

3. When regular employees are required to make a special trip to a DHA facility after having completed a regular day's work, they will receive a minimum of two and one-half (2-1/2) hours overtime including travel time, if any. Employees responding to such callbacks shall receive mileage using the shortest distance from home to the work location and return. The amount of mileage compensation shall be reviewed annually by the Executive Director or his designee and will be adjusted effective the date approved by the Executive Director. This rate shall be the same as the IRS determined rate.

4. When overtime is worked immediately following the close of the employee's regular workday, a meal allowance of ten dollars (\$10.00) shall be paid to the employee upon completion of two (2) hours of overtime work, provided that actual time taken for said meal, not to exceed one hour, shall not be considered overtime worked. Employees must submit a request for a meal allowance in the same pay period as it was earned.

5. Employees who request and are approved for an alternative work schedule that results in regular workdays in excess of eight (8) hours but no more than forty (40) hours in a week will not be paid overtime for those hours in excess of eight (8) in a day.

### **Section E. On-Call**

In the absence of the Manager/Maintenance Supervisor or during any period when the Manager/Maintenance Supervisor deems it necessary, the Manager/Maintenance Supervisor shall offer the most senior qualified employee at the work site the opportunity to be on call. That employee shall be expected to answer his/her DHA assigned cellular telephone and promptly respond to or delegate a response to all call outs from the DHA answering service in accordance with Section F below and shall receive \$75.00 per week while on call. Seniority shall be used to offer the on-call assignment, and reverse seniority shall be used to require the on-call assignment. Employees shall be responsible for putting any on call hours on their time sheet.

## **Section F. Call Outs**

Each DHA property will maintain an emergency call out list. The emergency call out list will consist of qualified Maintenance Technicians that are willing to be available on a weekly rotation to respond to afterhours, weekend, and holiday call outs as assigned. It is the Maintenance Technician's responsibility to notify the Maintenance Supervisor and/or DHA Property Manager of dates they are unavailable due to scheduled annual leave, personal leave, jury duty and any other extenuating circumstances. The Maintenance Supervisor and DHA Property Manager of each property will develop the call out calendar prior to the 1st of each month and identify the Maintenance Technician responsible for responding to call outs for each week (the "Call Out Tech") as well as the Secondary Call Out Tech. The Call Out Tech will be identified each day in the daily attendance.

A Secondary Call-Out List will be maintained by the Union and made available to all Maintenance Supervisors and Property Managers to use in case of an emergency. It will enable Maintenance Technicians on that list to respond to an emergency. This Secondary Call Out List will be designated by seniority. If no Maintenance Technician is available at a particular property, then staff on the Secondary Call Out List may be used by order of seniority. Property Managers and Maintenance Supervisors have the right to go to the Secondary Call Out List if the assigned Call Out Tech does not respond within ten (10) minutes after the Property Manager or Maintenance Supervisor has left a message about the call out. Each month DHA will provide the Union with a list of all Maintenance Technicians I, II, and III by title, location, and seniority.

Employees who respond to a DHA facility to remove snow when 1) the entire agency (central office and property offices) closes, and 2) employees are directed to remain home/work from home due to a snowstorm will receive an extra \$50.00 per day for such snow removal.

## **Section G. Paid Holidays**

1. DHA recognizes the following paid holidays:

New Year's Day	(January 1st)
M.L. King Jr.'s Birthday	(3rd Monday in January)
Presidents Day	(3rd Monday in February)
Optional Paid Day Off	(employee may take last Monday in March or the Monday following Indigenous Peoples Day in October)
Memorial Day	(last Monday in May)
Juneteenth	(June 19th)
Independence Day	(July 4th)
Labor Day	(1st Monday in September)
Veteran's Day	(November 11th)
Thanksgiving Day	(4th Thursday in November)
Day after Thanksgiving	(Friday following Thanksgiving)
Christmas Eve	(December 24th)

Christmas Day

(December 25th)

2. Observed Holidays.

An observed holiday is defined as follows: a fixed date holiday, such as January 1<sup>st</sup> or December 25<sup>th</sup>, that falls on a Saturday is observed on the preceding Friday; a fixed-date holiday that falls on a Sunday is observed on the following Monday. Christmas Eve shall be observed so that a four (4) day weekend occurs whenever possible. The Human Resources Department distributes a calendar of holidays each year.

Union members who work overtime on an observed holiday, receive the holiday overtime rate (2 times regular pay) only for the overtime worked on the observed holiday. In those instances, if Union members work overtime on the calendar holiday, they will receive the overtime pay rate that corresponds to the day of the week that the Union member worked.

## ARTICLE 6 — LEAVE

### **Section A. Definition of Leave**

Leave is any authorized absence during regularly scheduled work hours that has been approved by proper authority. All leave must be requested by the employee in written form, recommended by the employee's supervisor, and approved by the Director, head of the division in which the employee works, or a designee (hereinafter referred to as "Senior Management"). The following types of leave are officially established by DHA:

1. Annual (vacation)
2. Sick
3. Professional
4. Court
5. Military
6. Leave of absence
7. Bereavement
8. Union
9. Parental involvement

### **Section B. Annual Leave (Vacation)**

Annual leave is scheduled paid leave accumulated by introductory, regular full-time employees and prorated for regular part-time employees who were hired prior to July 1, 1998, at the following rates, **subject to Conditions No. 1 and No. 2 stated below:**

- 10 hours per month during the first five (5) years of employment (120 hours per year)
- 12 hours per month between six (6) and ten (10) years of employment (144 hours per year)
- 14 hours per month between eleven (11) and fifteen (15) years of employment (168 hours per year)
- 16 hours per month after sixteen (16) years of employment (192 hours per year)

For all regular full-time employees and prorated for regular part-time employees hired after July 1, 1998, annual leave will be accumulated at the following rate, **subject to Conditions No. 1 and No. 2 stated below:**

- 8 hours per month during the first five (5) years of employment (96 hours per year)
- 10 hours per month between six (6) and ten (10) years of employment (120 hours per year)
- 12 hours per month between eleven (11) and fifteen (15) years of employment (144 hours per year)
- 14 hours per month after sixteen (16) years of employment (168 hours per year)



Subject to the conditions stated below, employees may carry over a maximum of 240 hours of annual leave from one year to the next year (hereinafter referred to as the "Carryover Cap").

Condition No. 1: All of an employee's accumulated but unused annual leave hours that exceed the Carryover Cap on December 31, 2003, shall be deemed vested (hereinafter referred to as "Vested Hours"). Vested Hours will be carried forward to succeeding years, unless decreased through use. When the employees Vested Hours are reduced through use to or below the Carryover Cap, then the employee shall become and shall remain subject to the Carryover Cap.

Condition No. 2: Effective January 1, 2004 and thereafter, all annual leave hours earned will be "**use it or lose it**" hours that will be forfeited if the employee's accumulated but unused hours exceed the Carryover Cap or if the employee's accumulated but unused hours exceed the employee's Vested Hours on December 31<sup>st</sup> of each year.

There will be no substitution of money for annual leave while an employee remains employed by DHA.

Annual leave is accumulated from the first day of hire in a regular position and is deemed earned upon completion of the first three (3) months of the introductory period. Paid annual leave will not be granted during the first three (3) months of the introductory period, nor will it be granted in advance of accrual.

Annual leave must be scheduled by department, by pay location, and by seniority in December each year. It is each supervisor's responsibility to schedule annual leave so as to provide adequate coverage for the area supervised. Re-scheduling of annual leave must be requested, in writing, within fourteen (14) days of the originally scheduled leave.

Each employee may use a maximum of forty (40) hours accumulated annual leave for unanticipated personal business. This leave, however, must be scheduled at least 24 hours in advance, whenever possible. The personal annual leave is from the same accumulated leave as the vacation (annual) leave.

Employees who are on annual leave will be paid for holidays that occur during that time.

### **Section C. Sick Leave**

1. Sick leave is paid leave granted to introductory and regular employees to be used when an employee is incapacitated by sickness, injury, or disability, for disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom; for medical, dental, or optical examination or treatment; or for necessary care and attendance during illness of children, spouse, or the employee's family. Family is defined as: mother, father, sister, brother, spouse, child, (including stepchild and adopted child) legal guardian, grandparents, grandchildren, father-in-law, mother-in-law, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, etc.

Family may also include a common-law spouse or a Civil Union partner, after the employee has submitted written documentation as required by DHA and a notarized form, *Affidavit of Spousal Equivalents*.

2. Regular full-time employees, regular part-time employees and introductory employees hired before July 1, 1998 accumulate sick leave at the rate of 8 hours per month (regular part-time employees accumulate sick leave on a pro-rated basis), **subject to Conditions No. 3, No. 4, and No. 5 stated below.**
3. Regular full-time employees, regular part-time employees and introductory employees hired after July 1, 1998 accumulate sick leave at the rate of 6 hours per month (regular part-time employees accumulate sick leave on a pro-rated basis), **subject to Conditions No. 3, No. 4, and No. 5 stated below.**
4. Effective January 1, 2004, and thereafter, employees may carry over a maximum of 800 hours of sick leave from one year to the next year. **If an employee has a balance of more than 800 hours at the end of any year, he/she will forfeit the number of hours over that amount.**

Condition No. 3: On or before December 31, 2003, DHA shall pay, at the exchange rate of 50% of face value, all employees for all accumulated but unused sick leave hours that exceed 700 hours on December 26, 2003.

Condition No. 4: Effective January 1, 2004, and thereafter, there will be no payment of money for accumulated sick leave while an employee remains employed by DHA. No accumulated but unused sick leave hours can be converted to annual leave while an employee remains employed by DHA or upon separation, for any reason, including retirement and death.

Condition No. 5: Upon an employee's separation for any reason, including retirement or death, DHA shall pay the employee, or the person designated on the Check Release Authorization Form (THACCD 171), one-fourth (1/4) of his/her accumulated and unused sick leave that existed on December 26, 2003, or the employee's actual balance at the time of separation if such balance is less than the balance on December 26, 2003, not to exceed 700 hours. However, DHA will only pay the employee under the following conditions:

1. The employee was hired prior to December 31, 2003; and
2. The employee has completed five (5) consecutive years of service; and
3. The employee's accumulated and unused sick leave hours were not donated; and
4. The employee will be paid at his/her regular rate of pay as of December 31, 2003, **not** the employee's regular rate of pay as of the actual date of separation.

No employee hired after December 31, 2003, shall be paid for any accumulated and unused sick leave for any reason.

5. Sick leave will be granted in accordance with the following provisions:
  - Sick leave will not be granted in advance of accrual.
  - The amount of sick leave granted for necessary care of a sick child, spouse or family member as defined in this section, shall not exceed eighty (80) hours in any twelve (12) month period, except as provided in the Family and Medical Leave section of the Personnel Policy.
6. If an employee has used all sick leave and is still unable to return to work and no additional leave has been requested and approved, the employee will be terminated.
7. If an employee is absent for reasons that entitle them to sick leave, the employee must notify the supervisor at the employee's worksite no later than fifteen (15) minutes after their usual reporting time, if practicable, or follow reporting procedures established by the supervisor. If required, immediately upon return to work, the employee must submit a leave slip to his/her supervisor. If the employee fails to notify his/her supervisor or someone in the supervisor's chain of command, no sick leave shall be approved.
8. DHA reserves the right to seek verification of any alleged illness or accident of an employee or family member whose illness or accident causes an employee to be absent on sick leave. False or fraudulent use of sick leave or misuse of sick leave will be cause for disciplinary action up to and including termination.
9. Should an employee become ill while taking scheduled annual leave, sick leave, if available, may be substituted for the annual leave, provided that the employee's immediate supervisor is notified promptly and the duration of the illness is stated. When the employee returns to work, he/she must furnish a physician's statement. If a holiday occurs when the employee is on paid sick leave, he/she will be paid for the holiday.

#### **Section D. Professional Leave**

DHA may grant paid professional leave to employees to participate in seminars, institutes, examinations, and other activities away from DHA directly related to work.

#### **Section E. Court Leave**

An employee who is required to serve as a juror or who is subpoenaed to testify concerning matters arising out of the performance of DHA duties shall be granted court leave with full pay to serve in that capacity. Court leave is intended only to apply to the time periods when the employee is needed for court service and is not to be considered as paid leave during the periods when an employee is excused from court service.

Employees on such duty must assign jury pay to DHA to receive regular pay. If excused from jury duty between the hours of 8:00 a.m. and 1:00 p.m., the employee must report back to work. An employee who is called for witness or jury duty shall present to his supervisor the original summons or subpoena from the court, and, at the conclusion of such duty, a signed statement from the clerk of the court or other evidence, showing the actual time of attendance.

Regular part-time employees serving on jury duty will be paid for the hours that they are normally employed during the pay period.

### **Section F. Military Leave**

DHA permits employees to take military leave, with or without pay, for active duty in the armed services of the United States, and permits employees who are former and inactive members of the armed services, or current members of the reserve forces of any of the United States' armed services, or the National Defense Executive Reserve to take military leave in accordance with federal and state law.

Within a calendar year, any regular employee may be granted one fifteen (15) calendar day period of leave and necessary travel time, not to exceed four (4) calendar days, for attending annual military training. Those employees taking military leave must present their military orders to the department director at least two (2) weeks before departure.

In the event the time of such training is optional, said time shall be designated at the discretion of the department director. If, for the period of such leave, the total pay received for the military training is greater than the pay that should be earned by the employee, such leave shall be without pay. If the military pay received is less than the pay earned for the period of leave, then the employee will be paid the difference between his/her military pay and what would have been his/her pay.

### **Section G. Leave of Absence**

Leave of absence as described in this Section of the Union Contract is not a part of the Family Medical Leave Act (FMLA) policy and this Section of the Union Contract applies only in circumstances which are not covered by FMLA or where leave in addition to the weeks of FMLA may be appropriate.

Leave of absence may be granted to a regular employee for a good cause when it is in the interest of DHA to do so. The employee's request shall be considered when the individual's record of employment shows that it is desirable to retain him/her even at some sacrifice. Leave of absence must be granted for a specified time not to exceed one hundred eighty (180) calendar days.

1. The Executive Director may approve a leave of absence in his or her sole discretion.
2. An employee who is granted a leave of absence is required to use all accrued annual leave before leave without pay becomes effective.

3. The following employee benefits will cease during a leave of absence of more than five (5) days, unless the employee's leave of absence has also been designated as FMLA leave:
  - a. Sick and annual leave will not accrue.
  - b. Holidays will not be paid.
  - c. Health and life insurance will not be paid by DHA.
4. At the expiration of any leave of absence in this Section the employee is not guaranteed re-employment. If there is a posted Union position and if no other qualified employee with more seniority applies for that position, the employee returning from the leave of absence, who meets the job qualifications, may apply for the position.
5. All requests for extension of a leave of absence must be submitted five (5) business days before the current leave expires. Failure to submit the request for an extension of the leave within this timeframe is tantamount to failure to submit a request for extension, absent good cause. Good cause shall be determined in the sole discretion of DHA.
6. If the leave of absence is thirty (30) days or less and the employee is offered re-employment upon expiration of a leave of absence, failure to report promptly at the expiration of a leave of absence will be considered a resignation and subject to the provisions of the Personnel Policy.
7. An employee returning from leave of absence who is not re-employed pursuant to subparagraph 4 above will be terminated. For six (6) months after the termination, such former employee will receive preference over outside applicants for posted Union positions for which such former employee is qualified, for which timely and complete application is made, and so long as such employee received a rating of Effective or better on his/her most recent performance evaluation. A former employee hired under the provisions of this subparagraph will not have any seniority or service credits based upon their previous employment.

#### **Section H. Unauthorized Absence**

An employee who is absent from duty without approval shall receive no pay for the duration of the absence. Such denial of pay shall not affect the right of DHA to invoke any other form of disciplinary action (up to and including termination) which it deems appropriate.

#### **Section I. Bereavement Leave**

Bereavement leave shall be granted to an employee when necessary to attend to matters relating to the death of a member of the employee's family, as defined in Section C.1 above. The amount of bereavement leave shall not exceed 56 hours, unless the employee's Director grants additional leave because of unusual circumstances. The first 24 hours of approved bereavement leave will be paid by DHA. DHA may request verification of the death and the employee's need to travel. If the employee has insufficient sick and/or annual leave to be granted 56 hours of paid leave, the employee shall be granted up to 56 hours leave of absence

pursuant to Section G herein. The employee's Director may recommend that the Executive Director grant the employee additional leave of absence because of unusual circumstances.

**Section J. Union Leave**

Union employees will be given a reasonable amount of leave for Union business in Denver related to administration of this Agreement and negotiations, including but not limited to processing grievances, attending Union/Management meetings or DHA committee meetings, arbitrations and other negotiations required by this Agreement.

**Section K. Leave Approval**

Unless an absence is approved and substantiated upon request by DHA an employee shall not be paid for an absence from scheduled work hours.

## ARTICLE 7 — JOB ASSIGNMENTS

### **Section A. Work Shifts**

When more than one working shift is involved, choice of work shifts, and days off shall be based first on the operating needs of the department. Bargaining Unit Seniority may be considered as appropriate.

### **Section B. Bargaining Unit Seniority**

Bargaining Unit Seniority is defined in Article 9, Section C.

### **Section C. Promotion**

1. A promotion is the change of an employee from a position in one classification to another position with a higher maximum pay rate.
2. The bargaining unit seniority date for each in-house candidate who meets the minimum qualifications of the posted Union position is calculated as follows: If a qualified candidate exists, promotion to a Union position will be offered to Union members before going to non-Union members or outside applicants. The Bargaining Unit Seniority date of each in-house applicant for promotion that successfully passes required assessments of the posted Union position is calculated. Then, each candidate who meets minimum qualifications is ranked from the one with the highest seniority date to the one with the lowest seniority date. DHA Management shall determine who the person is who meets minimum qualifications with the highest seniority date. All candidates whose seniority dates fall within two (2) years of such candidate shall be considered equal in seniority. Interviews shall be conducted with candidates from the most senior group first to determine the best qualified candidate. Review of past performance, assessment of qualifications and interviews shall be conducted to determine the best qualified candidate.
3. Only employees who have an Effective or better performance evaluation under the Performance Enhancement Program are eligible to apply for promotions provided, however, if a Union member's performance evaluation is late as defined in the applicable PEP rules, that person will be deemed to have an Effective evaluation for purposes of determining eligibility for promotion only.
4. The Union will be able to review the banding of applicants, under this Article. Any applicant will be able to meet with the Human Resources Department to see his or her test scores and discuss where they need to improve.

### **Section D. Vacation**

Bargaining Unit Seniority shall control the scheduling of vacation.

## **Section E. Transfer**

A Director may transfer an employee in his/her department from one position to another in the same classification.

An employee may be transferred from a position in one department to a position in another department when the transfer is in the best interest of DHA. When necessary to comply with the Americans with Disabilities Act (ADA), or other applicable law, DHA may transfer and/or assign an employee from one position to another as it deems appropriate. When such a transfer occurs, the employee's eligibility date for a merit step increase will not change.

An employee may request a transfer from a position in one department to an open position in another department at the same pay grade. The employee must meet the minimum qualifications for the position. DHA will consider all transfer requests and in-house applications before hiring from the outside.

The Director of the releasing department will set a date on which the employee will be transferred and this date should not be more than two (2) weeks after the transfer is granted.

## **Section F. Demotion**

Demotion is the movement of an employee to another position having a lower pay rate. Individuals who have been demoted will be paid commensurate to their qualifications and abilities as related to the new position. An employee may request a voluntary demotion to change career paths. DHA will consider demotions for the betterment of the employee.



## ARTICLE 8 — DISCIPLINARY ACTION

### **Section A. Causes For Disciplinary Action**

DHA shall not discipline any employee without just cause. DHA shall retain the right to enumerate causes for immediate dismissal similar to those listed in the Personnel Policy at the time of execution of this Agreement. Such causes for immediate dismissal may also be cause for lesser forms of disciplinary action. While disciplinary actions will often be progressive, DHA may impose discipline at a level which is appropriate to the offense committed.

### **Section B. Pre-Disciplinary Meeting**

(1) Before a suspension which does not involve allegations of criminal misconduct, or a termination or disciplinary demotion occurs, a pre-disciplinary meeting shall be held. A pre-disciplinary meeting shall not be required for corrective actions or written disciplinary action notices or disciplinary probation or prior to placing Union members on investigatory leave.

(2) The purposes of the pre-disciplinary meeting are the following:

- a) To allow the Union member to correct any errors in DHA's information or facts upon which it proposes to take disciplinary action; and
- b) To allow the Union member to tell his or her side of the story and present any mitigating information as to why the disciplinary action should not be taken.

(3) The written notice of contemplation of disciplinary action and pre-disciplinary meeting shall contain the following:

- a) That disciplinary action is contemplated;
- b) The specific conduct or omission committed by the Union member, which DHA believes is in violation of its Personnel Policy, DHA's rules, regulations or practices, or HUD rules and regulations or other applicable federal, state, or local law;
- c) The purpose of the pre-disciplinary meeting as described in subsection 2 above;
- d) The date, time, and location of the pre-disciplinary meeting; and
- e) That the Union member is entitled to representation by a disinterested Union steward or AFSCME Representative of their choice at the meeting, which does not include attorneys.

(4) The notice of the pre-disciplinary meeting will be given to the Union member in person with certificate of hand delivery, or certificate by courier delivered to his/her last address of record in the Human Resources Department, or sent first class certified/registered U.S. Mail with a certificate of mailing, two (2) working days before the meeting is to occur.

(5) Because the meeting is not "adversarial," the following shall not occur:

- a) justification to the Union member or his/her representative for Management's views;
- b) testimony by or cross examination of witnesses;
- c) testimony under oath; or
- d) recording of the proceedings by a court reporter or a tape recorder, or any other recording device.

(6) Failure of a supervisor to comply strictly with the requirements in this subsection B shall not constitute a basis for reversing a disciplinary action upon grievance or arbitration.

### **Section C. Unsafe Acts**

No employee shall be disciplined for refusal to perform an unsafe act or one for which the employee is not adequately trained. Unsafe acts include, but are not limited to, violations of the jointly developed DHA Safety Manual.

### **Section D. Employee Files**

Any grievance settlement or decision of the hearing officer, Executive Director or arbitrator which reduces the amount of discipline to an employee shall be placed in the personnel file of the responsible supervisor. The grievant's personnel file may be purged of all documents pertaining to the disciplinary action as part of a settlement or grievance determination.

With the exception of authorized removal of corrective actions, all disciplinary actions will remain in a Union member's personnel file. However, in the progressive discipline process, decisions as to the severity of discipline shall not take into account any disciplinary action which is more than four (4) years old. Notwithstanding the foregoing sentence, the supervisor shall take into account all disciplinary actions in the employee's file, including disciplinary actions that are more than four (4) years old, if the employee's file contains a disciplinary action that occurred within the last four (4) years, in the following categories: harassment, discrimination, workplace violence, theft, or falsification of DHA documents or records. The four (4) year period is measured backwards from the date of the pre-disciplinary meeting regarding the employee's current misconduct.

## ARTICLE 9 — SEPARATION OF EMPLOYEE

### **Section A. Dismissal For Cause**

DHA shall not dismiss any employee without just cause. Should it be determined through the grievance procedure that an employee has been unjustly discharged, such employee shall be immediately reinstated to his former position without loss of rank and shall be compensated for all time lost.

### **Section B. Resignation**

Regular employees are required to submit a written resignation ten (10) workdays prior to date the resignation is to be effective. However, DHA reserves the right to accept immediately an employee's resignation, relieve the employee of all further work responsibilities and pay the employee up to and including the date the resignation is accepted.

### **Section C. Layoff**

#### DEFINITIONS

Layoff - The process of involuntarily terminating a regular employee from her/his position and/or classification/pay grade because of the abolishment of or reduction of employees in her/his classification due to lack of work, insufficient funds, reorganization, or displacement by another employee exercising Seniority Bumping Rights.

Bargaining Unit Seniority - Total number of years, months and days spent in continuous service at DHA in a Union position. Time spent on leave without pay or any period after resignation or termination of employment shall be considered a break in service and shall not be included in determining seniority. Time spent on leave designated as Family Medical Leave or workers' compensation or on a recall list up to twelve (12) months shall be included in determining seniority.

Classification - Job title listed in Article 1.

Classification Seniority - Total number of years, months, and days in service in a classification as a regular employee. A break in service shall not be included in determining seniority and a break in service is governed by the same provisions as govern calculation of Bargaining Unit Seniority.

### **Section D. Notice of Layoff**

Classification Seniority will apply in cases of layoffs, demotions, and recall of regular Union employees. DHA shall give as much notice as possible, but not less than ten (10) workdays, to any regular employee facing layoff. Regular employees who have been notified that they will be laid off shall be allowed up to sixteen (16) working hours to seek alternative employment, subject to verification by the supervisor. Notice of layoff shall be in writing and shall contain

the reason or reasons for layoff and a statement of the rules governing recall rights set forth in Section H below. Upon receipt of such notice, the regular employee shall have five (5) workdays to decide whether or not to exercise Seniority Bumping Rights set forth in Section F below. The employee's decision must be in writing and submitted to the Human Resources Department. Failure to invoke this right will waive all future rights to exercise Seniority Bumping Rights in response to the notice of layoff.

### **Section E. Effect of Special Qualification on Layoff**

When an employee possesses a significant and unique skill which cannot readily be learned by another employee and which is essential for the performance of the duties of the position, the Manager of Human Resources in consultation with the employee's Director, after thorough review and investigation, may determine that the possession of such a skill shall constitute an exception to layoff by seniority for layoff purposes only.

### **Section F. Bumping Rights**

An employee who has been notified of layoff or who has been bumped out of his/her position by an employee with greater Bargaining Unit Seniority may bump an employee within the Bargaining Unit with less Bargaining Unit Seniority, in the same classification, as that term is used in Article 1, with an identical or lower pay grade subject to the following conditions:

- a. The employee must possess minimum qualifications and have all necessary licenses or certificates; and
- b. Bumping into lower classification may occur only within the bands identified in Article 1.

An employee who exercises bumping rights shall be paid at his/her then current rate of pay provided it is within the pay range for the position into which the employee bumps. If the previous pay rate is above the range for the new position, the employee shall be paid at the highest rate for the new position.

### **Section G. Recall List**

DHA shall provide the Union with a written recall list of all Union employees who were laid off within thirty (30) workdays of general layoff.

### **Section H. Recall Rights and Obligations**

Subject to the provisions of this section, within the twelve (12) months following the layoff DHA shall make a reasonable effort to contact a former employee eligible for recall before positions are open to the public. Such effort shall include notification in writing by certified mail to the last address of record. It shall be the responsibility of the laid-off employee to notify DHA in

writing of any change of address during this twelve (12) month period. The former employee will be deleted from the layoff list one (1) year following the layoff.

**Section I. Layoff Notice**

If layoffs of a regular employee in the Union are contemplated, DHA shall notify the Union within twenty (20) workdays prior to the date of actual layoff. All temporary, part time, and introductory employees will be laid off before any Union member, except in circumstances similar to Section E above.

## **ARTICLE 10 — JOB ANNOUNCEMENTS**

### **Section A. Vacant Positions**

When a Union position becomes vacant that is to be filled, the position will be posted for five (5) workdays on DHA's intranet. If no decision has been made within thirty (30) workdays from the closing of the in-house posting, the applicants will be notified of the status of the selection process. If a position is to be abolished or not filled immediately, it will be discussed once at the next regular monthly Union/Management meeting between the Union and DHA, where the Director or a designee over the affected department must be present. However, the decision regarding whether to fill or abolish a position is a business decision to be made in the sole discretion of DHA. DHA will explain the decision at the Union-Management meeting. If a position is not to be filled, the Human Resources Department will notify the applicant within five (5) workdays of the decision not to fill the position.

### **Section B. Applicants for Position**

Whenever such posting occurs, the vacancy shall be filled from among the applicants in accordance with the procedures outlined in Article 7, Sections B and C.

### **Section C. Outside Announcement of Positions**

Recruitment may be announced publicly concurrent with the in-house posting of a Union position for entry-level positions. DHA will consider transfer requests and in-house applicants before hiring outside applicants in accordance with Article 7, Sections C and E.

### **Section D. Filling a Position**

When the decision is made to fill the position, DHA shall notify each regular employee applicant immediately verbally and will send formal notification in writing and shall include the name of the regular employee applicant who has been selected. This notice shall be sent by inter-office mail, electronic mail or hand-delivered within five (5) workdays of the decision to fill the position. Any such applicant who feels that the decision has not been made on the basis of all the facts may appeal within two (2) workdays of receipt of the notice. Such appeal shall be made to the Manager of Human Resources who will schedule a hearing. At such hearing the employee may represent himself, or may be represented by the Union. If the appeal is not sustained within five (5) workdays, he/she may then request to be heard by the Executive Director or a designee within five (5) workdays. If the appeal is not sustained within five (5) workdays, the employee may request arbitration pursuant to Article 4.

## ARTICLE 11 — WAGE POLICY

### **Section A. Wage Adjustments**

Effective January 1, 2013, the DHA Board of Commissioners adopted the Housing Authority of the City and County of Denver Compensation Policy (“Compensation Policy”). The goal of the Compensation Policy is to attract, retain, and motivate the most qualified employees to help DHA achieve its mission through an appropriate combination of salary and benefits. Because of its status as a quasi-municipal corporation, DHA recognizes its responsibility to ensure that its compensation, while competitive within the applicable markets, is also fiscally responsible and sustainable. DHA will establish wages in conformance with the Compensation Policy. If DHA changes the Compensation Policy, it will meet with the Union prior to implementation of the revised Compensation Policy.

Except for employees whose salary exceeds the maximum of the established salary range for their current position and subject to the Compensation Policy, effective January 1, 2022, employees will receive a 2.25% increase in pay, effective January 1, 2023, employees will receive a 2% increase in pay, and effective January 1, 2024, employees will receive a 1.5% increase in pay. Employees whose salary exceeds the maximum of the established salary range for their current position are eligible to receive non-base building merit compensation in accordance with the Compensation Policy. DHA may freeze, partially implement, or delay pay adjustments on a DHA-wide basis.

### **Section B. DHA Job Classifications**

1. DHA will review and revise job descriptions consistent with comparable peer groups including local and regional public housing authorities of a similar size and with similar programs and goals: local city, county, and state government entities; local and regional non-profit entities with similar missions and values; and local and regional private sector housing providers and/or managers. Employees will be given copies of any changes to their job descriptions within five (5) days of the effective date of the changes, and DHA will notify the Union when changes are made to a Union position’s job description.

2. As new Union positions are created during the term of this Agreement, DHA will conduct the review and revision process set forth above in paragraph 1; however, paygrades will be established and assigned by DHA.

3. If existing Union positions change in respect to the essential duties and responsibilities and these changes are not temporary, the positions may be reevaluated upon the request of an employee or supervisor, or upon the approval of the Director or head of the division in which the position will be assigned. When requested by an employee or supervisor, the Director will review the request and make a recommendation to the Executive Director for his or her final decision, which shall not be grievable. The procedure listed in Section B.1 will apply to existing job descriptions, and Section B.2 will be used for new positions to determine any change in pay grade.

### **Section C. Performance Enhancement Program (PEP)**

DHA has a Performance Enhancement Program (PEP) which is used to evaluate employee performance. DHA may freeze, partially implement, or delay increases based on performance evaluations on a DHA-wide basis.

A committee comprised of Management and the Union will continue to review and make recommendations regarding the PEP format and process.

### **Section D. Pay Periods**

There shall be twenty-six (26) pay periods during the year. Pay days will be every other Friday.

### **Section E. Working in a Higher Classification**

#### **I. Maintenance Positions**

If an employee in a Union maintenance position works in a higher classification (i.e., a position with a higher maximum pay rate) and if the other conditions set forth below are met, the employee shall receive the entry level salary of the higher-level position for the time worked in accordance with applicable laws and regulations. If the employee is already being paid above the entry level salary of the higher-level position, works for two (2) consecutive hours in the higher classification, and the conditions set forth below are met, the employee shall receive an additional twenty dollars (\$20.00) for that workday.

Other conditions:

1. The employee must perform the essential duties of the higher classification.
2. The employee must work independently in the higher classification, without close supervision or assistance.
3. Written authorization for performance of the work must be given by the supervisor and Director before the work assignment in a higher classification is performed. If the employee's supervisor asks the employee to perform such work prior to receipt of written authorization, the employee may send an email to the supervisor and Director describing the work performed and the number of hours worked in the higher classification.
4. After the work is performed and the above listed conditions met, the employee will sign the *Authorization of Work Assignment in a Higher Classification Form*, and submit it to the supervisor, who will sign and submit the form to the Director who will forward it to payroll for payment on the next regular payday. A copy of the form will be placed in the employee's PEP file. An additional copy will be sent to the employee's Director or division head who approved the form. No copies will be maintained in the Human Resources Department.



5. Seniority will not govern assignments of work in a higher classification.
6. The additional compensation provided through this section of the Union Contract will be included in calculation of overtime if required by the Fair Labor Standards Act and not included in any premium pay such as provided in Article 5, Section D.

## II. Administrative Positions

If an employee in a Union administrative position works for two (2) consecutive hours in a higher classification (i.e., a position with a higher maximum pay rate) and if the other conditions set forth below are met, the employee shall receive an additional twenty dollars (\$20.00) for that workday.

Other conditions:

1. The employee must perform the essential duties of the higher classification. If some of the duties of the higher classification and the employee's regular classification are the same, the employee may perform those duties for a small portion of the two (2) hour period.
2. The employee must work independently in the higher classification, without close supervision or assistance.
3. Written authorization for performance of the work must be given by the supervisor and Director before the work assignment in a higher classification is performed. If the employee's supervisor asks the employee to perform such work prior to receipt of written authorization, the employee may send an email to the supervisor and Director describing the work performed and the number of hours worked in the higher classification.
4. After the work is performed and the above listed conditions met, the employee will sign the *Authorization of Work Assignment in a Higher Classification Form*, and submit it to the supervisor, who will sign and submit the form to the Director who will forward it to payroll for payment on the next regular payday. A copy of the form will be placed in the employee's PEP file. An additional copy will be sent to the employee's Director or division head who approved the form. No copies will be maintained in the Human Resources Department.
5. If fewer than two (2) consecutive hours are worked no payment is due to the employee. However, this work may be documented on the *Authorization of Work Assignment in a Higher Classification Form* and this form will be placed in the employee's PEP file at the work site.
6. Seniority will not govern assignments of work in a higher classification.

7. The additional compensation provided through this section of the Union Contract will be included in calculation of overtime if required by the Fair Labor Standards Act and not included in any premium pay such as provided in Article 5, Section D.

**Section F. Compensation Scales**

Annually, DHA pay scales will be determined and considered a part of this Agreement subject to Section A above. DHA will provide the Union with a copy of the pay scales annually.

## ARTICLE 12 — UNIFORMS

### **Section A. Employee Uniform Requirements**

Wearing of uniforms shall be considered appropriate according to the following criteria:

1. Uniforms shall be worn at all times during work hours.
2. Uniforms shall be kept neat and clean, according to reasonable limits of the job assignment for the day.
3. Uniform wearing shall be in an orderly fashion, i.e., shirttail tucked in, shirt pressed, etc., according to reasonable limits of job assignment.
4. Uniforms shall not be altered, changed, or modified. Any employee observed working in an altered uniform will be required to immediately take his/her personal annual leave to go home and replace the uniform with one that is not altered. If an employee has exhausted all annual leave, then the employee shall be required to take leave without pay for the time necessary to go home and replace the altered uniform with one not altered.

### **Section B. Appropriate Dress for Union Maintenance Staff**

Employees, who are not new hires, can order uniforms, at DHA's expense; provided that the cost does not exceed \$250.00 or the total of the Uniform Voucher and \$150.00 reimbursement for the purchase of shoes and/or pants, when selected. The Uniform Voucher may be used to purchase any item listed in Section B, including optional items, as long as the supervisor has not precluded the wearing of certain articles of clothing for safety reasons. If a uniform purchase exceeds \$250.00 or the total of the Uniform Voucher and \$150.00 reimbursement, the excess amount will be paid by the employee at 100% cost to the employee.

The following shall be considered appropriate attire for new hired Union employees in maintenance positions.

1. Short sleeve t-shirts pocket on left side #911 Navy or White with name (in black on right) and emblem (on left)
2. Pair of Navy Blue Twill Jeans
3. Pair of Navy Blue Work Pants
4. Pair of Double Knee Painter Pants
5. Navy blue Yukon jacket with name (in black on right) and emblem (on left)
6. Navy team style jacket with zip out liner with name (in black on right) and emblem (on left)

A full set of uniforms is defined as a t-shirt, and a pair of pants (choice of "twill jean" or work pants or double knee painter pants) and one (1) jacket (choice of Yukon or Team style with liner).

## **Optional Items**

During the first calendar year in which a new employee is hired, he/she may purchase the following optional items, at 100% cost to the employee:

1. Pair Navy Coveralls with name (in black on right) and emblem (on left)
2. Pair White Coveralls with name (in black on right) and emblem (on left)
3. Pair Navy Insulated Coveralls with name (in black on right) and emblem (on left)
4. Pair of denim carpenter shorts
5. Pair of denim carpenter jeans
6. Pair Navy Shorts
7. Pair of White Painter's Shorts
8. Long sleeve Shirts (Light Blue) with name (in black on right) and emblem (on left)
9. Short sleeve Shirts (Light Blue) with name (in black on right) and emblem (on left)
10. Long sleeve Shirts (White) with name (in black on right) and emblem (on left)
11. Short sleeve Shirts (White) with name (in black on right) and emblem (on left)
12. Short sleeve t-shirts pocket on left side #911 Navy or White with name (in black on right) and emblem (on left)
13. Long sleeve t-shirts pocket on left side Navy or White with name (in black on right) and emblem (on left).
14. Short sleeve polo shirt – White (supervisors only), Navy or Light Blue, with name (in black on right) and emblem (on left)
15. Pair white painter's bib overalls #230
  
16. Baseball cap with DHA logo
17. Watch caps with DHA logo
18. Winter coat B340
19. Blue hooded sweatshirt with emblem (on left)

## **Unserviceable Jackets**

Employees who are not new hires are eligible to order two (2) jackets at 100% cost to DHA. Any employee who wishes to replace a jacket, after the initial purchase of a jacket, shall turn in the clean jacket, which is unserviceable to DHA. No more than two (2) unserviceable jackets may be exchanged for a new jacket every two (2) years. If an employee elects to replace an unserviceable standard issue jacket with a heavier winter coat the employee will be responsible to pay for the cost of the winter coat that is in excess of the standard issue jacket; only the Team Jacket and Yukon Jacket are covered. All employees will pay for any additional jacket purchases in a year, at 100% cost to the employee.

## **Section C. Appropriate Dress for Union Clerical Staff**

The following or their equivalents shall be considered appropriate uniform articles for wear by Union employees in clerical positions. For those employees who are required to wear DHA uniforms, DHA will also implement the use of name badges effective January 1, 2016. These badges must always be worn in conjunction with a shirt, blouse, jacket, sweater, blazer that has

the DHA logo or brand clearly visible. Name badges may not be worn in lieu of approved and appropriate uniform articles.

1. Women's button-down blouse –short sleeve
2. Women's button-down blouse –long sleeve
3. Women's pull-over sweater – long sleeve
4. Women's cardigan sweater – long sleeve
5. Women's blazer – long sleeve
6. Women's polo – short sleeve
7. Women's polo – long sleeve
8. Professional Work shirts and blouses
9. Men's polo – short sleeve
10. Men's polo – long sleeve
11. Men's dress shirt – solid short sleeve
12. Men's dress shirt – solid long sleeve
13. Men's cardigan sweater – long sleeve
14. Men's blazer – long sleeve

#### **Section D. Uniform Purchases Using Uniform Vouchers**

##### **Maintenance Staff**

Effective January 1, 2019, and for the duration of this contract, DHA will issue a Uniform Voucher in January of each year, in an amount not to exceed \$250.00, to all maintenance employees who are required to wear a uniform. DHA will also provide employees with an annual reimbursement of up to \$150.00 for the purchase of shoes and/or pants, upon presentation by the employee of proof of purchase, or additional uniform items above in Section B. Employees can use the Uniform Voucher to purchase uniforms from January 1st through September 30th of the calendar year in which the Uniform Voucher is issued.

An employee is eligible to order six (6) sets of uniforms (pants and shirts) and one (1) jacket at time of hire or at the time of placement into a position that requires use of a uniform; provided the employee's previous position did not require use of a uniform. Employees, who are not new hires, can order uniforms, at DHA's expense; provided that the cost does not exceed \$250.00 or the total of the Uniform Voucher and \$150.00 reimbursement, when selected. The Uniform Voucher may be used to purchase any item listed in Section B above, including optional items, as long as the supervisor has not precluded the wearing of certain articles of clothing for safety reasons. If a uniform purchase exceeds \$250.00 or the total of the Uniform Voucher and \$150.00 reimbursement, the excess amount will be paid by the employee at 100% cost to the employee.

##### **Clerical Staff**

Effective January 1, 2016, and for the duration of current contract, DHA will issue a Uniform Voucher to all non-maintenance employees who are required to wear a uniform as follows:

1. A non-maintenance employee's initial Uniform Voucher will be in an amount not to exceed \$315.00.
2. All non-maintenance employee's subsequent Uniform Vouchers will be issued in January of each year, in an amount not to exceed \$250.00.

In January 2016 all eligible employees, all new hires thereafter, and at the time of placement into a position that requires use of a uniform; provided the employee's previous position did not require use of a uniform, an employee may purchase any item listed in Section C above, and must purchase uniforms within two (2) weeks of receiving voucher. In subsequent years, employees can use the Uniform Voucher to purchase uniforms from January 1st through September 30th of the calendar year in which the Uniform Voucher is issued.

The Uniform Voucher may be used to purchase any item listed on the voucher, as long as the supervisor has not precluded the wearing of certain articles of clothing for safety reasons. If a uniform purchase exceeds \$250.00, unless this amount is modified by DHA, the excess amount will be paid, at the time of order, by the employee at 100% cost to the employee plus applicable taxes.

Effective January 1, 2022, and for the duration of this contract, DHA may provide non-maintenance employees with an annual reimbursement of up to \$250.00 for the purchase of approved uniforms upon presentation by the employee of proof of purchase. Any such purchase must be reviewed and approved in advance by DHA to be eligible for reimbursement.

### **Maintenance and Clerical Staff**

Use of the Uniform Voucher and the employee's entitlement to order uniforms as set forth above, are subject to the following conditions:

1. All uniforms must be purchased from the vendor designated by DHA.
2. No substitution of money for the clothing articles is permitted.
3. No substitution of the Uniform Voucher for money is permitted.
4. No employee may accrue unexpended or partially expended Uniform Vouchers or reimbursement, or carry a Uniform Voucher or reimbursement forward to the next year.
5. No Uniform Voucher will be replaced or re-issued at DHA's cost if it is lost or stolen; employee must pay for their uniforms at 100% cost to the employee.
6. No Uniform Voucher may be sold, transferred, donated, traded or exchanged for gifts, gratuities, favors or anything of monetary value.
7. No Uniform Voucher will be issued to eligible employees unless the eligible employee signs a document acknowledging receipt of the Uniform Voucher.
8. No employee can transfer his/her Uniform Voucher to another employee or allow another employee to use or copy his/her Uniform Voucher.
9. No employee may order or pick up a uniform from the designated vendor without presenting identification.
10. No eligible employee may order or pick up his/her uniform during work hours, without his/her supervisor's prior approval.
11. No Uniform Voucher may be used after September 30th of each calendar year.

12. No employee may use his/her Uniform Voucher to purchase uniforms for anyone other than himself/herself.
13. No Uniform Voucher may be altered, copied, scanned or modified in any way.
14. Additional costs for embroidery must be factored into, and may not exceed, the total cost of the voucher.
15. DHA may approve additional amounts above the standard Uniform Voucher on a case-by-case basis in DHA's sole discretion.

**Section E. Non-Standard Sizes**

If an employee requires a non-standard size uniform, thereby incurring an additional cost, above the \$250.00 or Uniform Voucher and reimbursement allowance, DHA will pay the additional cost for shirts or pants listed in Section B, up to five (5) full sets of uniforms. All other provisions of Article 12 will apply.

**Section F. Additional Positions Required to Wear Uniforms**

DHA reserves the right to apply the above uniform requirements to other positions. Should DHA decide to exercise this right, it will meet and confer with the Union within thirty (30) days of such decision to discuss such issues as the nature of the uniforms to be required, purchasing procedures, and the use of vouchers.

**Section G. If Uniform Not Received**

Each member who does not receive his/her uniform within 60 days of ordering may submit receipts for two (2) shirts and two (2) pairs of pants, which amount shall be counted against the above \$250.00.

## ARTICLE 13 — SAFETY CLAUSE

### **Section A. Safety Clause**

Should any part of this Agreement be held invalid by any court of competent jurisdiction or by the U.S. Department of Housing and Urban Development, such holding shall in no manner invalidate the entire agreement or any other part not directly affected by such holding. The parties shall immediately meet to negotiate a substitute for the invalidated provision.



## ARTICLE 14 — PERSONNEL POLICY

### **Section A. Personnel Policy**

The Personnel Policy of the Housing Authority shall be ultimately determined by the Housing Authority's Board of Commissioners. If there are any proposed changes to this policy directly conflicting with the terms of this Agreement, at any time in the future, the Manager of Human Resources and the Union shall negotiate a statement of such changes, and whenever possible, arrive at a joint agreement to be submitted to the Executive Director and then to the Board of Commissioners for proper disposition. Whenever agreement cannot be reached between the Manager of Human Resources and the Union, the views of both sides shall be submitted to the Executive Director and then to the Board of Commissioners for final determination.

Disagreements between the Manager of Human Resources and the Union concerning the existence of a conflict between this Agreement and any proposed changes to the policy shall be subject to grievance. The arbitrator's powers shall be restricted to determining the existence of a conflict.

## ARTICLE 15 — BULLETIN BOARD

### **Section A. Bulletin Board**

The Union shall be permitted to post notices of meetings and other legitimate information of concern to their members on DHA provided bulletin boards in places easily accessible to all employees. The Union shall be permitted to send such notices to the various work sites through inter-office mail, e-mail and faxes to the attention of the manager of that site or facility with a request that the notice be posted. Union notices may be removed from bulletin boards when the event which they advertise has passed, or in the case of notices which do not publicize an event, upon the reasonable expiration date which the Union shall be required to indicate on the face of the notice.

## ARTICLE 16 — RISK MANAGEMENT COMMITTEE

### **Section A. Risk Management Committee**

1. The Risk Management Committee shall be composed of ten (10) members who will review risk management issues, which will include safety. Five (5) of those members will be from the Union and shall be selected by the Union in accordance with the composition provided below. All members of the Risk Management Committee shall be subject to the following conditions:

- a. **Criteria:** Union members should be individuals who are knowledgeable about safety hazards peculiar to certain trades or jobs (e.g. roofers, painters, technicians, pesticide team members). Management members should be individuals who have knowledge, education or training regarding issues that will be addressed by the Risk Management Committee. The Union shall notify Management annually and upon any change of its members who will serve on the committee.
- b. **Length of Term:** Committee members shall serve as long as they wish to serve, unless the Committee member is transferred or promoted out of the Department which they represent, or they are removed for cause.
- c. **Removal for Cause:** A committee member shall be removed by the Chair if they have three (3) absences. A committee member shall also be removed for failure to “actively participate” on the committee. Active participation includes, but is not limited to, researching issues, writing reports, reporting back to the committee, and completing work assigned by the Chair. Upon removal of a Union member the Chair will notify the Union by the method described in Article 19, Section H. Union members removed from the committee for cause will be subject to disciplinary action under DHA’s Personnel Policy.

2. The committee composition shall adhere to the following formula:

- 1 non-Union employee from Executive or Finance and Administration Division
- 2 non-Union employees from the Housing Management Division
- The Risk Control Administrator (Deputy Chief Financial Officer)
- 1 non-Union employee from the Human Resources Department
- 1 Union member from HCV/Section 8
- 3 Union members from the Housing Management Division
- 1 Union member from the Central Office

The Union will use its best efforts to have committee representation from clerical and maintenance classifications and from the various housing types (high-rise, row-type and dispersed).

3. The following issues shall be addressed by the Risk Management Committee:

- a. Evaluate risk control requirements and recommend preventative measures.
- b. Write down complaints and suggestions for insurance aspects and forward to the Risk Control Administrator.
- c. Recommend training activities for committee members, employees, and residents.
- d. Recommend policies and procedures to DHA's Executive Director.
- e. Report unsafe conditions and acts to the Risk Control Administrator and recommend a mechanism to encourage and accept reports from employees and residents.
- f. Review risk control inspections and surveys conducted by the Risk Control Administrator and make recommendations to him/her.
- g. Review accident and injury information gathered by the Risk Control Administrator and make recommendations for improvements in the information gathering process.
- h. Review the progress of programs, activities, and work product of other DHA committees that address safety issues.
- i. Review and recommend revisions to the jointly developed DHA Safety Manual.

4. The purpose of the Risk Management Committee is to promote the health and safety of employees and residents of DHA, and that of DHA itself. The Risk Management Committee shall be limited to the issues enumerated in this section. Furthermore, the existence of the Risk Management Committee does not preclude Management from creating any other committee or work group to address health and safety issues.

5. The Risk Management Committee shall meet at least on a quarterly basis. The committee may set its own meeting schedule, and the Chair of the committee may call a meeting to address immediate concerns of employees or residents that may be brought to the attention of the Chair.

6. The Risk Control Administrator shall be the Chair of the committee; however, the committee shall elect the Vice-Chair. The Chair may request administrative support personnel to attend the Risk Management Committee meetings to record the committee minutes and provide other administrative support to the Chair and the committee. This individual will not be a member of the committee and shall not be permitted to vote. The Vice-Chair shall function as the Chair in the absence of the Chair. Only the Chair or the Vice-Chair of the Risk Management Committee shall notify, in writing, other committee members of the date, time, and location of Committee meetings. Such notice must be provided at least ten (10) days in advance of any proposed meeting. The committee members present at any given meeting shall conduct

committee business. Each member of the committee shall have one vote, and a majority of the votes cast on any subject shall carry the recommendation or proposal. Management has the discretion to accept or reject any recommendation made by the Risk Management Committee.

## ARTICLE 17 — INSURANCE

### **Section A. Medical Insurance**

The cost of health insurance for employees of DHA will be shared between DHA and the employees, for each tier of coverage offered by the health care provider selected by DHA.

The cost share effective January 1, 2013, will be as follows:

Plan	DHA Share	Employee Share
620A (Deductible/Coinsurance)	80%	20%
Kaiser HMO (215)	70%	30%
Kaiser Triple Option	60%	40%

The employees will be responsible for any cost above DHA's contributed share.

All retirees who are fifty-five (55) years of age with a minimum of fifteen (15) years of continuous service as a regular employee may self pay individual coverage as a member of the group until the retiree becomes eligible for Medicare coverage or other health insurance. Retirees may self-pay premiums and maintain the coverage according to COBRA regulations and limitations. The retirees must maintain their coverage as required by the medical plan DHA has in effect at any given time.

Notwithstanding anything to the contrary in this agreement, retirees may only self pay their premiums pursuant to the previous paragraph if DHA determines that (i) DHA will not be subject to the sanctions imposed under Section 2716 of the Public Health Service Act and (ii) the health insurance plan in which retirees participate will not violate the prohibitions against discrimination found in Section 105(h) of the Internal Revenue Code of 1986, as amended, in either case, as a result of such self payment.

DHA shall be entitled to cancel any policy or coverage above, select a different carrier or insurance company, or make any other appropriate changes; provided, however, that in so doing, DHA still obtains for its employees reasonably equivalent insurance benefits and coverage.

### **Section B. Life Insurance**

DHA has a life insurance plan in effect. The life insurance premium is paid by DHA.

### **Section C. Pension Plan**

DHA has a pension plan in effect. DHA makes an Employer Regular Contribution and an Employer Additional Contribution into the pension fund for each eligible employee. Employees always own 100% of the Employer Additional Account. The Employer Regular Account is

subject to vesting at the rate of 20% per year and becomes fully vested after a completion of five (5) consecutive years of service.

Effective January 1, 2004, the amount of DHA's contribution into the pension plan will equal, but not exceed, ten percent (10%) (i.e., DHA will make an Employer Regular Contribution, in an amount, not to exceed five percent (5%) and an Employer Additional Contribution, in an amount, not to exceed five percent (5%)). DHA will continue to keep a comparable pension plan in full force and effect for the duration of this Agreement. The employee shall receive annual statements of their pension account. DHA may freeze, partially implement, or delay pension contributions on a DHA-wide basis. In no event will pension contributions fall below 5%.

#### **Section D. Workers' Compensation**

The employee who incurs a work-related injury or illness must report the injury or illness in writing to the Human Resources Department within three (3) days, if practicable.

Workers' compensation insurance provides cash payments for wages lost during periods of disability, medical appointments, and therapy, calculated as a percentage of the employee's average weekly wages. Exclusion for benefits may apply in accordance with workers' compensation laws and regulations.

During the first three (3) workdays of temporary disability due to the work-related injury or illness, the employee is required to use accrued sick leave. If the employee is still unable to return to work, the employee has the following two (2) options:

Option 1: Employee will use fifteen (15) minutes of accrued sick leave for each full hour of time lost from work. Leave accrual will not be affected. No more than two (2) hours of accrued sick leave may be taken during an eight-hour day of absence from work. This is only in effect until the employee returns to regular duty or modified duty. Employee must notify the Human Resources Department of this choice by 4:30 p.m. on the third day.

Option 2: Employee may hold his/her sick leave in reserve and accrual of sick and annual leave will be suspended for the duration of the absence.

If employee does not notify the Human Resources Department of their election as outlined in Option 2, Option 1 will automatically occur.

However, the employee is required to use accrued sick leave for any time lost from work for medical appointments and therapy due to the work-related illness or injury, if workers' compensation insurance does not pay for time lost from work for the medical appointments and therapy. All absences under this Section D must be substantiated by written documentation from a worker's compensation physician or their designee. It is the employee's responsibility to provide the required documentation for reimbursement of his/her lost time and submit it to the Human Resources Department by the week following the pay period.

The employee who exhausts all paid sick and annual leave may request a leave of absence for medical reasons if the employee is unable to return to work.

During the period that the active employee is impaired because of a work-related illness or injury, DHA will continue to maintain health insurance coverage, on the same basis as stated in Section A and make pension plan contributions and life insurance premium payments on the same basis as stated in Section B.

**Section E. Long Term Disability**

DHA has a long-term disability insurance program in effect and will continue to keep a long-term disability insurance program in effect for the duration of this Agreement. DHA pays the cost of this benefit.

**Section F. Short Term Disability**

DHA has a short-term disability plan available to all employees, in the amount of two hundred fifty dollars (\$250.00) per week. DHA pays the cost of this benefit.



**ARTICLE 18 — COMPLIANCE WITH ANNUAL CONTRIBUTIONS  
CONTRACT**

**Section A. Annual Contributions Contract**

It is the intention of the parties hereto that this Agreement shall be subject to comply, in every respect, with DHA's Annual Contributions Contract with the Department of Housing and Urban Development. It shall also be subject to and comply with all applicable local, state, and federal laws.

In the event of a conflict between this Agreement and DHA's obligation under the Annual Contributions Contract or said laws, the requirements of the Annual Contributions Contract or the laws shall take precedence.

## ARTICLE 19 — MISCELLANEOUS

### **Section A. Personal Vehicles**

When an employee is required to use their personal vehicle in order to perform their job, DHA shall pay the employee mileage compensation at the rate established in Article 5, Section D, Paragraph 3. DHA will provide liability insurance, generally applicable to DHA employees and to Union members who must use their personal vehicles to perform their jobs, subject to the terms and conditions of the carrier. Any employee who is required to use their personal vehicle in order to perform their job must do so in accordance with the requirements of the Vehicle Usage Policy contained in DHA's Personnel Policy.

Any employee who declines to use a personal vehicle and truthfully states to the supervisor that the reason he/she declines is because their driver's license has been suspended, revoked, or restricted or that he/she has no insurance shall not be disciplined for insubordination for that refusal.

### **Section B. Solicitations**

All requests for donations to any charitable cause shall be by posting on a bulletin board or via DHA intranet and shall not be solicited personally. All such requests must be approved in advance by the Executive Director.

### **Section C. Personal Tools**

DHA attempts to provide a reasonably safe place to store personal tools, for those employees required to provide their own tools. DHA will not assume any responsibility for loss of personal tools from job sites, DHA vehicles and DHA properties. Employees in positions currently receiving a monthly allowance for breakage and wear and tear in the amount of fifty dollars (\$50.00) shall continue to receive that allowance while in those positions.

### **Section D. Subcontracting**

DHA may subcontract any work which has been performed by members of the Union in the following situations:

1. Emergencies.
2. Vacancies exceed 2% of the total number of units comprising the property or turnaround time exceeds fifteen (15) calendar days. For example: Quigg Newton has 380 units, multiplied by 2%, equals eight (8) units. Work on all vacant units in excess of eight (8) units can be subcontracted to outside contractors.
3. Any work that exceeds staff capacity. DHA will make a reasonable effort to offer the employees at the site overtime before the work is assigned to an outside contractor. Employees must respond immediately to the offer of overtime.

4. Work performed by Union employees assigned to centralized maintenance functions on a fee for service basis in accordance with HUD Asset Management regulations.

In all of the above situations, Union representatives will be informed, in writing, consulted prior to subcontracting that adversely affects a Union position, and given the opportunity to bid for the work being subcontracted consistent with DHA's usual and customary procurement process. For purposes of this Article 19, Section D only, the Union must submit a grievance to the ART Committee within six (6) workdays of the date the Union or any Union member knew or should have known of the subcontracting that adversely affects a Union position. Any such grievance will be limited to the sole issue of whether or not the Union received notice of the subcontracting as required by this paragraph.

At the monthly meeting between representatives of the Union and Management, DHA will provide a list of all subcontractors currently being used. This list will include the name of the subcontractor, the location where the subcontractor is working, and the type of work being done by the subcontractor. This list will include subcontractors that are performing work for DHA for one (1) full day or more.

#### **Section E. Access to Premises**

Non-employee representatives of the Union shall have access to the premises to conduct their business during non-working time (before and after shifts and during meal periods) and shall not disrupt the work process unreasonably.

#### **Section F. Clean Up**

Uniformed employees shall be allowed fifteen (15) minutes of clean up time at the end of a shift at DHA's facilities.

#### **Section G. DHA Tools**

DHA shall provide all tools required by employees of the Housing Management Division. Employees who are not being provided with the tools they require to perform their work will inform their supervisor of their needs and, if reasonable, DHA will provide the needed tool(s). The Director –Housing Management Division will determine the reasonableness of tool requests. Specialized tools will be provided by DHA on an “as needed” basis. Again, the Director –Housing Management Division will determine the reasonableness of tool requests.

An employee will be responsible for DHA tools/equipment that are lost, stolen, missing or damaged as a result of the employee's misuse, negligence, or intentional misconduct. Employees will be required to sign a “Tool Check Out” form which specifies their responsibility for such tools and equipment, which authorizes a payroll deduction not to exceed thirty dollars (\$30.00) per pay period for tools or equipment lost or stolen through negligence or intentional conduct of the employee. DHA may not charge an employee for more than the reasonable present value of the tool or equipment. Before authorizing payroll deductions, Management

will offer the employee the opportunity to tell Management what happened. DHA will notify the Union when it directs a payroll deduction. The employee may grieve DHA's action under the grievance procedures and the timelines run from the date the payroll deduction is authorized.

## **Section H. Notices**

1. **DHA Notice to the Union.** In the event of any occurrence which requires that notice of same be provided to the Union, DHA shall accomplish such notification by sending notice to the Union President, Vice-President, Secretary, and AFSCME Representative. The DHA employees shall be notified by inter-office mail, email, facsimile transmission, messenger service or hand delivery, while the AFSCME Representative shall be notified by email, facsimile transmission, messenger service or hand delivery or first class U.S. Mail, postage prepaid, to the business address on file with the Human Resources Department. The Union agrees to provide DHA with the mailing and email address of the AFSCME Representative and notify DHA of any change of either address.

The following events require notice to the Union:

- a. Grievance determinations at the informal stage and Step 1 where the grievant was represented by the Union.
- b. Separation of any member of the Union from DHA employment in a Union position.
- c. Notice of lay-off and recall lists required by Article 9, Sections G and I.
- d. Any proposed change to DHA's Personnel Policy, regardless of whether Article 14, Section A may require negotiation. A copy of the proposed change shall be included with the notice. The notice must include the date of DHA Board of Commissioners meeting at which such policy will be discussed or adopted.
- e. Desire to negotiate replacement collective bargaining agreement pursuant to Article 20, Section C.
- f. Termination of collective bargaining agreement pursuant to Article 20, Section B.
- g. Notice of subcontracting referenced in Article 19, Section D. Notice shall be given in advance of a regularly scheduled meeting of the Board of Commissioners at which the subcontracting contemplated in Article 19, Section D will be discussed. A copy of the resolution shall accompany the notice, if applicable.
- h. Payroll deductions directed under Article 19.

DHA also agrees to provide the Union, annually, with a list of the names of the members of the following Union/Management committees: Health Insurance, Pension Advisory, Risk Management, and PEP Review.

2. Union Notice to DHA. In the event of any occurrence which requires that notice of same be provided to DHA, the Union shall accomplish such notification by sending notice to the Manager of Human Resources. The Manager of Human Resources shall be notified by email, facsimile transmission, messenger service, hand delivery or first-class U.S. Mail, postage prepaid, to DHA's business address. The following events require notice to the Union:

- a. At least annually the names of the Union's officers and stewards and any interim changes to those positions.
- b. Notice of all Union meetings, including time and place, and attendees at such meetings. Notice of Union meetings will be provided at least five (5) business days before the meeting. A list of attendees at all Union meetings will be provided not more than five (5) business days after the meeting has occurred.
- c. Any grievance filed pursuant to Article 4.

### **Section I. Union/Management Meetings**

1. There shall be a monthly meeting between representatives of the Union and Management to discuss issues of concern. These meetings shall be held at set times to be agreed upon by the parties. Present for the Union shall be the President, two (2) officers, and two (2) stewards. The Union shall have the right to bring additional persons to the monthly meeting with advance notice. The parties shall exchange agendas for the monthly meeting not less than five (5) working days in advance. Union members in attendance at the monthly meeting shall use Union leave to attend, and such Union leave shall be counted toward the maximum number of hours of Union leave permitted to a steward per week by the terms of Article 4, Section F.

2. There shall be a Standing Labor Relations Committee (the "Committee") established. The purpose of the Standing Labor Relations Committee is to review and recommend resolutions to unique labor and employment related issues brought to the Union/Management Team that require further discussion and research and may not be easily addressed in the context of the monthly Union/Management meetings. The Committee will function in lieu of individual committees previously established to address specific concerns for a finite period of time with a singular focus.

The Committee will be composed of both a Union and Management employee from each of the following departments: HMD, HCV/Section 8, Finance. The Committee will also include one AFSCME Union Representative and the Manager of Human Resources. Tasks will be assigned to the Committee by the Union/Management Team with specific directions regarding the issue(s) to be addressed, and a timeframe for providing recommendations. The Committee may identify and invite other staff members and/or external resources to participate in discussions in order to better inform the committee in making their

recommendations to the Union-Management Team. The Committee will not have any decision-making authority. The Committee's recommendations will be reviewed by the Union/Management Team where final decisions will be made in accordance with the Union Contract and DHA Policies.

### **Section J. Factual Inquiries**

While management is conducting initial factual inquiries, Union members have a duty to participate in those inquiries and are not entitled to Union representation at that stage. During such inquiries, DHA will prepare a written statement which the member shall have an opportunity to review and revise before being required to sign the written statement at the conclusion of the interview. Union members shall have an opportunity to consult with an AFSCME employee or a Union Officer or Steward within thirty (30) minutes of receiving notice of a factual inquiry, and at the conclusion of such inquiry before being required to sign the written statement. DHA may have an observer present during the factual inquiry, but such observer shall only be permitted to testify at a subsequent proceeding as to the conduct or demeanor of witnesses during such inquiry.

### **Section K. Tuition Reimbursement**

DHA provides a Tuition Reimbursement Program ("Program"), which will reimburse 50% of the tuition paid by the Union member who completes an approved job-related course or a course toward an Associate's, Bachelor's, or Master's degree with a grade of C or 2.0 or better or an approved professional certification. The course must be taken outside the regular work hours at an accredited vocational school, college, or university, and must be approved in advance by the employee's Director, the Chief Financial Officer, and the Executive Director prior to registration. Prior to registration, the employee must submit an application, which states how the course is related to the employee's current job or is likely to lead to promotional advancement within DHA. The decision to approve a course is in the sole discretion of DHA. DHA shall determine, in its sole discretion, whether an on-line course taken through on-line colleges or universities qualifies for reimbursement. When questions arise concerning whether or not a course qualifies under the Program, it will be decided by the Manager of Human Resources.

The Program will be subject to the following conditions:

1. Pool of funds will be subject to the limitations of DHA's annual operating budget; and
2. Tuition reimbursement will be granted to employees on a "first come, first serve basis." Once the pool of funds has been expended, no more requests for reimbursement will be accepted or processed in the calendar year; and
3. An employee may receive reimbursement not to exceed \$3,000.00 in any calendar year; and
4. Reimbursable expenses include only tuition. DHA will not reimburse employees for incidental fees which include, by way of example and not limitation, textbooks, parking permits, activity fees, and laboratory fees; and

5. Because this benefit is offered to employees to maintain or improve their required skills, any employee who resigns or is terminated from employment within one (1) year of receiving any tuition reimbursement will be required to repay all tuition paid on his/her behalf during the previous one (1) year period of employment; any employee who resigns or is terminated from employment more than one (1) year but less than two (2) years from receiving any tuition reimbursement will be required to repay 50% of all tuition paid on his/her behalf during the previous two (2) years. Any deficiency owed under this Program becomes due and payable immediately at the time of separation. Prior to being reimbursed, the employee must sign a statement authorizing deduction of these funds. DHA has the right to deduct any deficiency from any monies due and owing to the employee including, but not limited to, paychecks or expense checks.

**Section L: No Strikes or Lockouts**

1. The employees covered by this Agreement will not, directly or indirectly, engage or participate in any strike, work stoppage, work slowdown, sympathy strike of other unions or their members, or mass absenteeism.
2. DHA shall not institute any lockout of employees covered by this Agreement during its term.

## ARTICLE 20 — DURATION OF AGREEMENT

### **Section A. Duration and Effect of Agreement**

This Agreement shall be effective as of the 1st day of January 2022 and shall remain in full force and effect through and until December 31, 2024, unless terminated prior to that date under the provisions of Section B of this Article. This Agreement shall not be applied retroactively.

### **Section B. Termination of Agreement**

Termination of this Agreement by either party shall be made by written notice clearly defining the reasons for termination. Notice to the Union shall be given in the manner described in Article 19, Section H. Notice to DHA shall be given by delivery in person, or by courier, or sent first class certified/registered U.S. mail return receipt requested, to the Executive Director at 1035 Osage Street, 11<sup>th</sup> Floor, Denver, Colorado 80204. The Agreement shall be subject to termination only when such notice is given ninety (90) days prior to the termination date of the Agreement.

### **Section C. Negotiation of Contract**

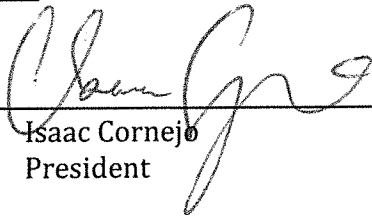
Negotiations for a replacement contract shall commence immediately after service of a notice of either party's desire to reopen this Agreement.

### **Section D. Agreement Changes**

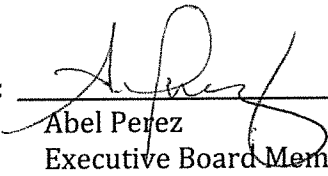
This Agreement may only be changed in the same fashion as it was negotiated; in writing and after being approved by the Board of Commissioners of DHA and by the membership of the Union voting at a regular monthly membership meeting, except as follows: DHA may reopen this Agreement solely to comply with HUD rules and regulations related to Asset Management, and any other applicable rules, regulations, or laws pursuant to the following procedure. DHA shall provide the Union with written notice of its intent to reopen negotiations, along with a description of the Asset Management rule or regulation and copy of rules at issue and the articles and sections of this Agreement affected by such rules and regulations. DHA and the Union then shall have five (5) workdays within which to meet, negotiate in good faith, agree upon, and execute any modification proposed by DHA. Any agreed-upon modification shall be reduced to writing in an addendum to this Agreement signed by authorized representatives of DHA and the Union. If, for any reason, the parties are unable to reach an agreement under this Section, DHA shall be entitled to implement its proposed modification or its last offer, if applicable.

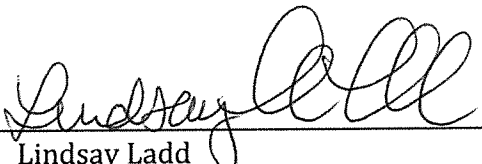


**IN WITNESS THEREOF**, the parties hereto have set their hands this  
6<sup>th</sup> day of December, 2021.

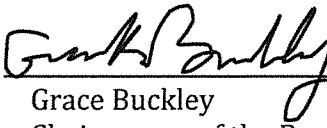
by:   
Isaac Cornejo  
President


by:   
Chris Pacheco  
Executive Board Member

by:   
Abel Perez  
Executive Board Member

by:   
Lindsay Ladd  
Executive Board Member

THE HOUSING AUTHORITY OF THE CITY  
AND COUNTY OF DENVER

by:   
Grace Buckley  
Chairperson of the Board

by:   
David Nisivoccia  
Executive Director