



Office and Professional Employees International Union
2800 First Avenue, Room 304 · Seattle, WA 98121 · (206) 441-8880 · 1-800-600-2433

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

BREMERTON HOUSING AUTHORITY

AND

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL NO. 8, AFL-CIO

FOR THE PERIOD OF

OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2019

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – BREMERTON HOUSING AUTHORITY

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COLLECTIVE BARGAINING AGREEMENT

BREMERTON HOUSING AUTHORITY

THIS AGREEMENT is made and entered into at Bremerton, Washington, this 1st day of October 2016, by and between the **HOUSING AUTHORITY OF CITY OF BREMERTON**, its successors and assigns, hereinafter referred to as the Employer, and the **OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 8**, hereinafter referred to as the Union, for the purpose of fixing the wage scale, schedule of hours, and general rules and regulations between the Employer and the Union, and to clearly define mutual obligations between the parties hereto. Therefore, it is mutually agreed as follows:

ARTICLE 1

RECOGNITION

Section 1.1 The Employer recognizes the Union as the exclusive bargaining representative for all covered employees located at all present and future facility locations designated by the classifications set forth in the attached Schedule A.

Section 1.2 VOLUNTARY HARDSHIP FUND CHECK-OFF. The Employer shall deduct the requested sum from the pay of any member of the bargaining unit who voluntarily submits an OPEIU Local 8 Hardship Fund Check-Off Authorization Form. When filed with the Employer, the authorization form will be honored in accordance with its terms. The authorization form will remain in effect until revoked in writing by the employee. The amount deducted and a roster of all employees using payroll deduction for voluntary Hardship Fund contributions will be transmitted by the last day of each month to the Union along with a check payable to its order. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing assignment of wages for payment of voluntary contributions to the Union's Hardship Fund hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on behalf of any deduction made from wages of such employee.

Section 1.3 ROSTERS. The Employer shall supply to the Union monthly a list of all employees covered by this Agreement including their classification, department, rate of pay, FTE status, hire date, shift, mailing address, telephone number, and work email.

ARTICLE 2

UNION SECURITY

Section 2.1 The Employer agrees that all employees covered under this Agreement, shall as a condition of employment, thirty-one (31) days from the effective date of this Agreement, become and remain members of the Union in good standing. However, dues payment must conform to RCW 41.56.122.

Section 2.2 The Employer further agrees that all new employees hired subsequent to the effective date of this Agreement shall, as a condition of employment, thirty-one (31) days from the date of employment become and remain members of the Union in good standing. However, dues payment must conform to RCW 41.56.122.

Section 2.3 The Employer shall deduct from the pay of the employees required initiation fees and/or dues and forward same to the Union monthly at written request of employee and Union. The dues shall be deducted from the employee's paycheck and forwarded within three (3) days after the last payday in each month. However, dues payment must conform to RCW 41.56.122.

ARTICLE 3

HIRING

Section 3.1 When vacancies occur or when additional employees are needed to perform work covered by this Agreement, the Employer shall notify the Union as to the number and classification of employees desired. In accordance with Section 314 of the ACC between the Housing Authority and the Department of Housing and Urban Development, the Housing Authority will, to the greatest extent feasible, give opportunity for training and employment to lower income residents of the Projects. Nothing in this Article will be interpreted to be in conflict with Article 19.

Section 3.2 The Employer has the final choice as to who is hired, and shall notify the Union within 72 hours of hire of a new employee, Saturday, Sunday and holidays exempted. The Employer shall not be denied the right to employ an individual from outside sources once the provisions of Articles 17 and 19 have been exercised and it has been determined that covered employees who have made application from the internal job posting procedure are deemed unqualified for the position.

ARTICLE 4

DEFINITIONS

Section 4.1 DEFINITIONS:

- **Administrative Leave** – Administrative Leave related to disciplinary or adverse actions occurs when the termination or suspension of an employee is being considered and the employee is temporarily relieved of his or her normal responsibilities. It could also be determined to place an employee on Administrative Leave pending an assessment of situations where discipline is not being considered, however, there may be risk to the employee; other staff; or to BHA as an organization. In such situations the employee being placed on Administrative Leave continues to receive regular pay and benefits, and is normally required to remain at home and be available to BHA during normal work hours for the amount of time necessary to effectively assess the situation.
- **Arbitration** – A method of settling a labor-management dispute by having a neutral third party or panel hold a formal hearing, take testimony, and render a decision and/or award.

Through PERC - ARBITRATION CASES ("A" Cases) under Chapter 391-65 WAC a PERC staff member (Arbitrator) holds a hearing to receive evidence and arguments on a grievance dispute. The Arbitrator issues a written decision which is final and binding on the parties. Arbitration decisions cannot be appealed to the Commission. If the Union and Employer decide not to use PERC and are unable to agree upon an arbitrator, a request shall be made to the Federal Mediation and Conciliation Service to name a panel of not less than five (5) impartial persons, from which the parties shall select an arbitrator by the process of elimination, each in turn striking a name from the panel until but one remains.

- **Last Chance Agreement** – A written agreement between the union, the employee, and the employer giving a worker who has been in the progressive disciplinary process, one last chance to keep his/her job. The agreement can vary in length and stipulations depending on each unique situation. Generally, the employee agrees that should they violate the terms of the agreement, either by failing to remain in a mandatory treatment program, by further misconduct at work, or by not improving attendance and/or performance, they will be terminated.
- **Mediation** – If one or both parties decide that the negotiations are at impasse, either or both may call in a mediator who is a neutral third party. For the State of Washington public sector, mediation is provided by the Public Employment Relations Commission (PERC). The mediator has no power to force a settlement, but works with the parties to help them arrive at a mutually acceptable agreement. PERC conducts several types of mediation: contract mediation, grievance mediation and settlement mediation.
- **New Hire** – Employees on a one hundred and twenty (120) day probationary review period. During the one hundred and twenty (120) day period, such employees shall be entitled to all rights and privileges of this Agreement, except Article 23, Employment Practices.
- **Performance Improvement Plan (PIP)** – Documents required performance improvement when an employee's performance is out of alignment with work expectations or when there is unproductive, and/or disruptive on-the-job behavior that is not consistent with the purpose, focus, primary duties and responsibilities of a position as described in the position description. The Performance Improvement Plan includes a description of what behavior(s), performance(s), situation(s), or condition(s) must be changed along with what is to be done by the employee, what is to be done by the supervisor, and when the improved level of performance is to be achieved. Specific conditions for determining that improvement has occurred should be set so that both the employee and the supervisor will know if success has been achieved.
- **Probationary Review Period** – Initial evaluation period lasting one hundred twenty (120) days for employees new to BHA or thirty (30) working days for current employees transferring within BHA. Internal transfers may be caused by a promotion, demotion, reassignment, lateral transfer, or bump back. Internal transfers retain their for-cause status during their trial service period.
- **Public Employment Relations Commission (PERC)** – PERC is an independent state agency responsible for resolving disputes involving Local government employees generally

(cities, counties, etc.) - **Chapter 41.56 RCW**. PERC helps to prevent or minimize disruptions to public services by the uniform, impartial, efficient and expert resolution of labor-management disputes.

- **Regular Full-Time Employee** – Those employees regularly scheduled to work thirty two (32) or more hours per week. Regular full-time employees are entitled to all benefits of the Agreement. All regular full-time-employees working less than forty (40) hours per week shall receive some benefits of this Agreement pro-rated to the proportion of hours worked versus full-time hours (including but not limited to sick leave, vacations, holidays) (excluding medical, dental and life insurance).
- **Regular Part-Time Employee** – Those employees on a regular schedule of less than thirty two (32) hours per week. All regular part-time-employees working less than thirty two (32) hours per week shall receive all benefits of this Agreement pro-rated to the proportion of hours worked versus full-time hours (including but not limited to sick leave, vacations, holidays, medical, dental and life insurance). Regular part-time employees working more than 100 hours per month will be eligible for all benefits under Article 24 - Employee Benefits.
- **Temporary Employee** – Temporary employees are casual employees, either full or part-time, employed on a temporary basis of less than ninety (90) days. The purpose of such employment is to fill in for peak workloads or leaves of absence. Temporary employees shall be paid in accordance with Schedule A, Step I, which will be exclusive of all benefits. Temporary employees shall not have to join the Union, but shall pay a permit fee equivalent to Union dues for each month worked.
 - Employer shall notify the Union in writing within ten (10) working days of hiring a temporary employee in an OPEIU Job Classification as listed in Appendix A. Notification shall include purpose of temporary employee, position, effective date, compensation and anticipated duration.

ARTICLE 5

GENERAL

Section 5.1 All benefits now being extended to the employees shall remain in force and shall not be rescinded during the life of this Agreement, except as specifically agreed to in Article 24 – Employee Benefits.

Section 5.2 Employees shall be paid on a bi-weekly salary basis.

Section 5.3 DRESS CODE. Employees represent Bremerton Housing Authority (BHA) while on the job. A neat, clean appearance with apparel appropriate for the job is expected of all employees.

Section 5.4 UNIFORMS-INSPECTOR POSITION. The Inspector position employees will be required to wear a uniform. The uniforms shall be furnished to the employee by the BHA. The

employee shall be responsible for the replacement of same if lost, stolen or damaged due to neglect or carelessness.

- a) Three (3) pairs of pants, three (3) shirts and one (1) jacket shall be provided each employee and they shall clean.
- b) Upon separation of employment from BHA, all uniforms must be returned on the last day of employment or cost of uniforms will be deducted from separation payment.

ARTICLE 6

UNION BUSINESS

Section 6.1 The Union Representative and/or the Shop Steward shall be allowed admission to the employer's place of business to address complaints, allegations or grievances with advance notice to the Department Manager or his/her designee. If the Manager is not available the Union will notify the Director of Human Resources. Such visits shall not disrupt the work of other employees and does not constitute an attempt to avoid, delay or slowdown work. The Union will make every effort to confer with employees during non-work hours, break and lunch periods. Union conferences with employees during scheduled work time shall be limited to 15 minutes per employee complaint, allegation or grievance. Requests for a private room for these purposes may be made to the Human Resource office and such requests shall be approved subject to their availability.

Section 6.2 Three (3) Shop Stewards shall be selected to represent employees at Bremerton Housing Authority. The Union shall notify the Employer in writing of those selected within ten (10) days. One shop steward will be assigned to each grievance, complaint, and issue. The Union will provide adequate training to all shop stewards and alternates.

ARTICLE 7

RIGHTS OF MANAGEMENT

Section 7.1 It is understood that the Employer retains, except as limited by an express provision of this Agreement, its rights to exclusively manage the affairs of the work place and to direct and operate its departments and working forces. Operation, direction and management of the work place includes, but is not limited to the following: planning, directing, scheduling, controlling and determining the methods and processes of providing services; establishing work standards in order to measure employee performance and productivity, and which may be used as a basis for promotions and disciplinary actions; the hiring, layoff, transfer, promotion, demotion, discipline, reduction in force, and discharge of employees; the determination of work schedules, shifts, time off from work and sequence of work and/or services; the assignment of work which includes the ability of management performing the work as a back-up when an employee is on leave up to two weeks; and the introduction of new equipment and/or regulate the use of machinery, facilities, equipment and other property of the Employer.

Section 7.2 Assignments for employees to train other employees shall be at the option of the Employer, provided there are sufficient employees otherwise available to perform such functions. In the event employees are assigned to train other employees or provide informational

assistance, support and guidance to new employees, appropriate consideration shall be given to the quality of work and workload assignments.

Section 7.3 The employer shall endeavor to familiarize employees as to the laws, rules, regulations directives and general customs governing conduct and procedure in their jobs. Employees shall endeavor to establish and maintain satisfactory relations with the public, to report to work promptly and regularly, and to devote full skill, care and effort to the job.

Section 7.4 The foregoing express enumeration of rights reserved to management shall not be deemed to preclude management's exercise of other rights it held before the execution of this agreement, which are not inconsistent with any express provision thereof.

Section 7.5 Nothing in this management rights clause should be construed so as to limit the exercise of employee's grievance rights under Article 29 regarding the interpretation and application of the express terms of this agreement.

ARTICLE 8

SUBCONTRACTING

Section 8.1 Bargaining unit work shall not be performed by members of the Administration unless coverage is needed during employee absences as specified in Article 7 Section 7.1. Employees of staffing agencies may be employed on a temporary basis with notification to the Union for up to ninety (90) consecutive days. The timeframes may be extended by mutual agreement. Union waives the right to bargain the use of staffing agencies as described in this paragraph. The Employer further agrees that any employee performing collective bargaining work shall be paid the appropriate scale as specified within the Agreement.

Section 8.2 Subcontracting Union work or hiring of a non-union work force will not be used to displace any employees covered within this agreement; however where the Authority is considering a new program due to procurement from a competitive bid process, regulatory amendments or funding reduction the Authority will notify the Union immediately to commence negotiations and the Union will respond within seven (7) days to commence said negotiations. If such negotiations does not conclude within ten (10) days and there is no agreement by both parties to continue, mediation services through PERC shall be used and if no solution is rendered a mutually agreed upon arbitrator shall be used, where a decision will be rendered.

ARTICLE 9

STRIKES AND LOCKOUTS

Section 9.1 During the term of this Agreement, there shall be no lockouts, and the Union and its members shall not take part in a strike; except that it is not a violation of this Agreement for an employee to refuse to pass a bona fide picket line established by any union.

Section 9.2 It shall not be considered a violation of this Agreement for an employee to refuse to perform work detoured to the office from a firm that has been placed on the "Unfair List" of any labor organization.

ARTICLE 10

WORK SCHEDULE

Section 10.1 BHA's normal business hours are 8:00 a.m. to 4:30 p.m., Monday through Friday, unless business necessity mandates a different schedule. If BHA's business needs demonstrate a reason for change, the employer and employee may mutually agree to any other start and quit times during the normal workweek of a Monday through Friday. If the Employer mandates a change of schedule due to business needs, the Employer will give at least fifteen (15) working days personal notification to the employee impacted by the change. Where possible, volunteers will be sought before final assignments are made. The employer and employee may also mutually agree to any other five (5) consecutive day work week with different start times. BHA reserves the right to return to the original schedule after any changes have been made with the same fifteen (15) working day personal notification to the impacted employee.

Section 10.2 All time compensated in excess of forty (40) hours per week, will be paid at time and a half. In most situations, an employee will not be required to work over their scheduled shift, unless it is mutually agreed upon and accepted between the employee and the employer. All flextime will need to be approved by the immediate supervisor, prior to any changes to the employees work schedule for the week. In the case the employer requires "mandatory" work to be performed before or after the employee's normally scheduled full-time shift, the mandatory hours will be paid at time and a half. The employer must state that the work is "mandatory overtime" and not "voluntary overtime" to qualify for the time and a half pay, unless the employee already qualifies for time and a half pay by working over 40 hours in the week. All time worked on Sundays or scheduled Holidays will be paid at double time. All overtime will need to be approved by the immediate supervisor, prior to any work being accomplished. At the employee's option, compensatory time will be granted for overtime worked at the rate of one and one-half hours for each hour worked.

Section 10.3 The lunch period shall be at least one-half hour, unless a waiver is requested by the employee and approved by management.

Section 10.4 Rest periods of 15 minutes each shall be allowed morning and afternoon.

Section 10.5 Employees ordered to report to work on a scheduled day off shall receive at least four hours' pay.

Section 10.6 A flex-time work schedule will be considered if agreeable between employees and Employer.

Section 10.7 In filling vacancies with more than one schedule within the position, the Employer shall make a good faith effort to schedule employee's hours pursuant to seniority and stated schedule preference. When a vacancy occurs, it will be the employee's responsibility to request a shift change.

ARTICLE 11

INCLEMENT WEATHER

Section 11.1 An employee who is unable to get to work or who leaves work early because of weather conditions may either charge the time missed against accrued annual leave or take leave without pay for the time missed. Tardiness due to an employee's inability to report for scheduled work because of severe weather conditions caused by such weather may be allowed up to one hour at the beginning of the work day, at the sole discretion of the Authority; inclement weather tardiness in excess of that allowed by the Authority shall be charged as provided above.

- In determining Inclement Weather Tardiness, the Employer will give consideration to the following: Local weather information or circumstances as determined by local officials; closure of roads; school closures; closures of other public agencies; or recommendations from local news reporters that weather is considered severe and driving conditions are hazardous.

Section 11.2 In the event that the Employer requires employees not to report to work due to inclement weather, such time off will be paid time off and not charged to accrued annual leave. Employees who are able to report to work in this situation, with Employer approval, shall either be paid time and one-half for the actual hours worked or be given compensatory time off at time and one-half, at another time mutually agreed upon by the employee and the Employer.

ARTICLE 12

HOLIDAYS

Section 12.1 The following holidays, consistent with comparable local public practice, are established:

<u>HOLIDAY</u>	<u>DATE OBSERVED</u>
New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veterans' Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Day	December 25
Two (2) Floating Holidays	Anytime Oct. through Sept.
Holiday Eve	Day before or after any other BHA holiday

Section 12.2 If the designated holiday falls on a Saturday, the preceding Friday shall be observed. If the designated holiday falls on a Sunday, the following Monday shall be observed.

Section 12.3 An employee must be in a pay status on the day prior to and the day following a holiday to be eligible for eight (8) hours holiday pay.

Section 12.4 Part-time employees shall observe the above holidays and be compensated for same, in relation to hours worked, as set forth in the BHA Personnel Policies.

Section 12.5 Newly hired employees may take the floating holiday (only after completing the probationary review period) at any time during the Fiscal Year (Oct. through Sept.), subject to the approval of their immediate supervisors. The holiday must be taken as one eight-hour block of time. Any floating holiday unused by an employee by the end of the Fiscal Year will be forfeited.

Section 12.6 Other holidays may be observed upon designation by the Board of Commissioners, and in accordance with local government observances.

Section 12.7 By vote to be held each October, Union employees shall pick a day, either the day before or after an existing BHA holiday (except the Floating Holiday) that the membership shall have off that fiscal year.

ARTICLE 13

ANNUAL LEAVE

Section 13.1 Regular full-time employees shall be given paid annual leave. Temporary and new employees still in their initial probationary review period shall not receive paid annual leave during the period of such status. However, should a temporary or an employee in their probationary review period be given regular employee status without a break in the period of employment, then the employee shall be credited with annual leave in the amount equivalent to what would have accrued during the temporary or probationary review period.

Section 13.2 Regular part-time employees shall accrue annual leave based on the ratio of hours actually worked to a standard work year, which is defined as 2080 hours.

Section 13.3 Paid annual leave will be given to employees and may be taken at any time subject to the approval of the supervisor or manager, except that employees may not take more than two (2) consecutive weeks without specific approval from the Human Resources Manager as to reason for extended time. Leave requests shall be submitted at least three (3) business days in advance. All requests for leave will be answered within seventy two (72) hours; if not, the employee may take the time off as requested without penalty.

Section 13.4 Annual leave shall be computed as follows:

- a) For those with up to seven (7) years continuous full-time service, one and a quarter (1-1/4) days per month of service subject to a maximum accumulation of thirty (30) days.
- b) For those with seven (7) years up to twenty years continuous full-time service, one and a half (1-1/2) days per month as of the first day of the month following the anniversary month and subject to a maximum accumulation of thirty six (36) days.

- c) For those with more than twenty years continuous full-time service, one and three quarters (1 $\frac{3}{4}$) days per month as of the first day of the month following the anniversary month and subject to a maximum accumulation of forty two (42) days.

Section 13.5 The minimum annual leave to be taken shall be one-half (1/2) hour.

Section 13.6 Upon separation of any employee, the last day of work shall be the separation date. The employee shall be paid for all accumulated annual leave based on his/her rate of pay on the last day actually worked.

Section 13.7 Employees may submit a request to the Human Resources Manager and receive payment of forty (40) hours, or less, of accrued annual leave per fiscal year at their appropriate rate of pay. Under special circumstances, employees seeking to cash out more than forty (40) hours of annual leave need to obtain approval from the Executive Director. Employees must retain a minimum balance of forty (40) hours of accrued annual leave in order to be able to cash out annual leave. If such approval is granted, the employee's accumulated Annual leave shall be reduced by the number of days he/she is paid for.

Section 13.8 In the event of the death of an employee in the active service of the Employer, accrued annual leave that has not been taken shall be paid in the same manner that salary due the deceased is paid for any accrued annual leave earned and not taken prior to the death of such employee.

Section 13.9 Annual Leave not yet earned may not be advanced during any leave periods.

Section 13.10 Requests for annual leave will be approved on a first-come, first-served basis. If two employees submit a request on the same day for the same period of time off, seniority shall be the determining factor. The Employer will make reasonable effort to accommodate annual leave requests.

ARTICLE 14

SICK LEAVE

Section 14.1 Regular employees shall be given sick leave. Temporary employees on BHA's payroll and new employees still in their initial probationary review period shall not receive paid sick leave during the period of such status. However, should this temporary or an employee in their probationary review period be given regular employee status without a break in the period of employment, then the employee shall be credited with sick leave in the amount equivalent to what would have accrued during the temporary or probationary review period.

Section 14.2 Regular part-time employees shall accrue sick leave based on the ratio of hours actually worked to a standard work year, which is defined as 2,080 hours.

Section 14.3 Sick leave shall be computed as follows:

- a) One and one fourth (1-1/4) day per month of service.

- b) Accrued sick leave need not be used during the calendar year in which it accrues. It may be carried over from year to year with no maximum limit on accrual. Departing employees who have completed the initial probationary review period generally will receive compensation for thirty-five (35%) percent of accrued, unused sick leave.
- c) Upon an employee's retirement the accrued sick leave credit can be applied on a medical insurance premium for no more than one medical plan at a monthly rate not in excess of the current maximum as regularly established by the Board for current employees, or thirty-five (35%) percent of the accumulated sick leave may be compensated to the employee at the time of retirement. Unused credit shall expire upon the death of the retired employee.

Section 14.4 The minimum sick leave to be taken shall be in one-half hour increments.

Section 14.5 Leave taken for sickness in excess of accrued sick leave shall be charged to annual leave.

Section 14.6 In the event of the death of an employee in the active service of the Employer, 35% of the accrued sick leave that has not been taken shall be paid in the same manner that salary due the deceased is paid for an accrued sick leave earned and not taken prior to the death of such employee.

Section 14.7 Employees may use sick leave for reasons of illness, injury accident, medical or dental appointments, and the birth or adoption of a child, in accordance with this article and in accordance with State or Federal Family Leave Acts. Employees on FMLA must use all accrued sick and annual leave before using leave without pay.

Section 14.8 Requests for pre-approved sick leave shall be submitted at least three (3) business days in advance. All requests for leave will be answered within seventy-two (72) hours; if not, the employee may take the time off as requested without penalty.

Section 14.9 Sick leave not yet earned may not be advanced during any leave periods.

Section 14.10 INDUSTRIAL DISABILITY LEAVE. An employee who incurs a work-related illness or injury and who qualifies to receive Workers' Compensation benefits shall be allowed to use accrued sick leave to supplement the Workers' Compensation benefits so as to provide the same pay he or she would have received for full time active service, taking into account that Workers' Compensation payments are not subject to federal or social security taxes. In no event shall the combination of Workers' Compensation and employee sick leave exceed the amount of an employee's regular wage rate at any time of the disability period. Any Employee receiving medical disability benefits or Workers compensation pay shall remit these funds to BHA to purchase back an equal amount of sick leave, which will be returned to their sick leave bank of hours. The intent of this section is that no employee receives more than 100% of normal income.

ARTICLE 15

LEAVE SHARING

Section 15.1 Bremerton Housing Authority may permit an employee to receive annual or sick leave donated by other employees if the employee meets all of the following criteria:

- a) The employee has a need for sick leave or annual leave that would qualify under sick leave usage, which is of an extraordinary or severe nature and will last at least ten (10) continuous business days and which has caused, or is likely to cause, the employee to either go on leave without pay status or terminate employment;
- b) The employee's absence and the use of shared leave are justified; and
- c) The employee has depleted or will shortly deplete his or her annual leave, sick leave and comp-time reserves; and
- d) The employee has abided by the policies regarding leave use.

Section 15.2 A committee will be formed of two management and two bargaining unit employees to determine if this criteria has been met.

Section 15.3 An employee who is on leave transferred under this Article shall continue to be classified as a regular employee and shall receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued leave or sick leave.

Section 15.4 This program provides for the transfer of annual and/or sick leave hours on a dollar basis. Such amount shall then be made available to the qualified employee at their hourly rate of pay.

Section 15.5 The hours of leave transferred under this Article which remain unused when the employee no longer needs it in connection with the occurrence for which leave was transferred shall remain in this account for a future employee that may qualify.

ARTICLE 16

LEAVES OF ABSENCE

Section 16.1 FUNERAL LEAVE. Employees shall be granted three (3) days' Bereavement Leave with pay upon the death of immediate family members which includes:

- **Son/Daughter:** A biological, adopted, foster, step, legal ward, son or daughter or a child of a person standing in loco parentis (i.e. claimed as a dependent).
- **Grandparent:** A parent of a parent of an employee.
- **Parent:** A biological or adoptive parent of an employee, or an individual who stood in loco parentis to an employee when they were a child.
- **Parent-in-law:** A parent of the spouse of an employee.

- **Spouse:** A husband, wife, or domestic partner. Gender-specific terms used, such as husband and wife, shall be construed to be gender-neutral and applicable to individuals in city, county or state registered domestic partnerships.
- **Sibling:** A brother, sister, step-brother, or step-sister of an employee.

Employees shall be granted one (1) day of bereavement leave with pay upon the death of extended family which includes: uncles, aunts, nephews, nieces, first cousins, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent-in-law, grandchildren, and current members of the employee's household.

One (1) additional day off with pay will be granted when an employee is required to travel more than five hundred (500) miles in any one direction to attend funeral services with verified receipts or documentation. Employees may request approval from the Human Resources Manager for additional time off to be charged against accrued sick time.

Section 16.2 COURT LEAVE. A summons or subpoena must be legally served and may only be for serving as a witness for Federal, State or local government including BHA or for jury duty. An employee shall immediately inform his or her supervisor upon being served a subpoena or summons.

The pay of any employee who has received subpoena for jury duty or as a witness for Federal, State or local government including BHA will continue at the regular rate. All reimbursement received shall be turned over to the Bremerton Housing Authority to be credited against regular salary. Payment by the Court to the employee for travel expense at the prevailing rate may be retained by the employee.

Section 16.3 FAMILY MEDICAL LEAVE. Employees are eligible for FMLA if they have worked for a covered employer for at least one year, for 1,250 hours over the previous twelve (12) months. Eligible employees may receive up to twelve (12) weeks of unpaid, job-protected leave to for the following reasons:

- a) For incapacity due to pregnancy, prenatal medical care or child birth;
- b) To care for the employee's child after birth, or placement for adoption or foster care;
- c) To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- d) For a serious health condition that makes the employee unable to perform the employee's job.

Section 16.4 MATERNITY LEAVE. Disability resulting from pregnancy will be considered the same as any other temporary illness or incapacity and will be administered in accordance with state and federal leave laws.

Section 16.5 LEAVES OF ABSENCE. Leaves of absence, not to exceed what is allowed by Federal and or State statutes, shall be granted in the case of an employee's sickness or disability when supported by a physician's certification of necessity. Extensions of leaves of absences for sickness or disability may be granted if mutually agreed to by the employer and the employee for

no more than an additional two months. Accrued sick and/or annual leave will be used until exhausted. After accrued sick leave and annual leave are exhausted, employee will request leave without pay. Employee on paid sick leave or paid annual leave shall be entitled to all benefits established herein, including, but not limited to, accrual of annual leave entitlement, sick leave, holiday pay, pension and health and welfare benefits. Employees in other than a sick leave or vacation status shall not be entitled to and shall not accrue any of the benefits of this Agreement; provided, however, that employees on a leave of absence without pay may self-pay health insurance premiums throughout the duration of the approved leave.

Section 16.6 MILITARY LEAVE. An employee who leaves his/her position to enter active duty for military service in time of war, any period of national emergency, as declared by the President of the United States or Governor of the State in connection with national defense, by reason of being drafted, or by reason of having a reserve commitment, shall be entitled to be restored to his/her same position or a position equally acceptable to him/her by which he/she is qualified. An employee currently working and receiving salary who has a military reserve commitment shall have deducted from his/her regular salary any amounts which he/she receives for Reserve Annual Training.

ARTICLE 17

SENIORITY

Section 17.1 New employees shall be on a probationary review period for one hundred and twenty (120) days from their date of hire. After completion of the 120 day probationary review period, seniority shall be effective as of the original date of employment. The Employer will be the sole judge of competency during the probationary review period. Such employees shall not have access to the grievance procedure in the case of discharge unless such employee feels an act of illegal discrimination has occurred.

Section 17.2 Seniority shall mean cumulative time of current employment within the OPEIU bargaining unit. In the case employees have the same OPEIU membership a company-wide seniority date would be used. In accordance to Article 20, employees hired back while on a recall list shall retain their previous cumulative time.

Section 17.3 If an employee was hired as a temporary employee and then hired by BHA in the same position after working for one hundred and twenty (120) days, the BHA probationary period shall be 30 working days.

Section 17.4 In accordance with Articles 3, 10, 13, 19 and 20, seniority shall be the determining factor in hiring, work schedules, annual leave, promotions, transfers, layoff, recall from layoff and bumping, unless ability and qualifications are unequal, in which event seniority will not be the determining factor.

ARTICLE 18

EVALUATIONS

Section 18.1 The performance of each employee will be evaluated with the employee as needed during and at the completion of the one hundred and twenty (120) day probationary review period or thirty (30) working days for internal transfers, trial service period.

Section 18.2 The performance of each employee will also be evaluated with the employee at the completion of one year's employment and thereafter on an annual basis.

Section 18.3 The procedure for employee evaluation is as follows:

The evaluation form will be completed by the employee's immediate supervisor. It will then be reviewed by the Department Head and/or Executive Director where applicable and by the personnel officer. The immediate supervisor will then review the completed form with the employee.

The employee will receive a copy of the evaluation and may concur without comment by signing or may respond in the space provided within two (2) working days. Any employee who feels the evaluation needs further discussion may review it with the supervisor and/or department head at that time. The employee shall have the right to have his or her shop steward present at the evaluation with the supervisor and/or department head. Evaluations are subject to the grievance procedure.

ARTICLE 19

PROMOTIONS, DEMOTIONS, TRANSFERS AND TEMPORARY UPGRADES

Section 19.1 Promotion is hereby defined as a move from a lower classification to a higher classification.

Section 19.2 When an employee is classified upward, through promotion or a temporary upgrade, the pay step within the new range shall be determined by upgrading the employee one base step in his/her current range and then assigning the base step in the employee's new range that is the closest higher amount to such upgraded step.

If there is no step to be increased in their previous range, the pay step for their new position shall be determined by the amount of their current position at the closest higher amount of the new position. Step raises shall be determined by the employee's date of hire or reclassification date, whichever is applicable.

Section 19.3 All positions covered by this agreement or newly created positions determined to be covered by this agreement, shall be posted for first consideration to all regular bargaining unit employees covered by this Agreement, including those who have been bumped back or demoted, for a period of five (5) working days using any medium that can be reasonably expected to reach all bargaining unit employees. The posting shall include grade, pay and responsibility.

Section 19.4 If an employee moves to a new position because of the posting procedure and the new position is in the same pay grade, as the employee was formally in, that employee's position on the salary schedule, including rate of pay and annual review date, shall not change.

Section 19.5 All employees bumped back due to a lay-off shall be placed on the new job for a trial service period of ninety (90) working days. In the event the employee does not successfully pass the trial service period such employee shall be placed on the recall list, or they may bump into another position if there is one available.

Section 19.6 All employees promoted or transferred shall be placed on a trial service period for the first thirty (30) working days during which time training will be provided and a mid-point and final evaluation will occur. For the first thirty (30) working days either the employer or the employee may unilaterally decide that the employee be returned to his or her last position held without loss of seniority and with appropriate pay for the former position.

Section 19.7 Promotions, transfers and temporary upgrades will be determined by qualifications (knowledge, skill, ability, and accountability). In the event two or more employees have the same relative qualifications, the employee with the greatest seniority shall be selected.

Section 19.8 In the event of a demotion or temporary downgrade, as a result of a bump back or temporary non-work related illness or injury, Article 20.1b. and c. shall apply. An employee shall receive his present salary, or the maximum salary of the lower position, whichever is lower.

ARTICLE 20

LAYOFF AND RECALL

Section 20.1 In the event that the Employer determines that the economic position of the company necessitates a reduction in the work force, the employer shall notify the Union Representative of the extent and nature of the layoff no less than 30 days prior to implementation unless documented business needs require otherwise. The following will apply:

- a) When a reduction is necessary within a job position, the least senior within that position will be identified for layoff.
- b) That employee shall retain their Bargaining Unit seniority for the purpose of bumping back less senior employees in the same or lower positions, provided the employee has the minimum qualifications of the position.
- c) Any displaced employee as a result of bump back, shall have the right to retain their company wide seniority to bump into positions of less senior employees in the same or lower positions, provided the employee has the minimum qualifications of the position. Upon union approval, to determine if an employee meets minimum qualifications, the employer may administer a standard employment screening tool which is used when normally recruiting for the position.

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- d) A laid-off employee will be placed on a recall list for a period of one (1) year, after which time the employee's rights will have expired. Employees are responsible for ensuring the Employer has the most current contact information while on recall status and provide their preferred method of being contacted.
- e) Employees shall be recalled by seniority to any same or lower position that becomes available provided the employee has the minimum qualifications of the position. Employer will notify employees of job openings through the preferred means of contact requested by employee. Upon receipt of any job openings, the employee will have five (5) work days to notify the employer of an interest for the job opening. The notification must be in writing. The employee on recall must have the appropriate job performance criteria, qualifications and abilities to be considered for the position. If the employee does not meet the stated criteria, they will remain on the recall list. Upon union approval, to determine if an employee meets minimum qualifications, the employer may administer a standard employment screening tool which is used when normally recruiting for the position. Employees who are on the recall list will be eligible to apply along with other internal applicants for open union positions in a higher grade level in accordance with the provisions of Article 19.
- f) Employees that have been bumped to a lower classification shall be afforded the opportunity to be recalled into their previously held position should it come available within six months from the date the employee was laid off or bumped from their position as long as there isn't anyone qualified for the position on the recall list.
- g) The Employer will provide a two (2) week notice prior to layoff resulting from work force reduction. Employees who are laid off due to work force reduction and who do not receive a two (2) week notice, will receive compensation for each day the employee was not properly notified, up to two (2) weeks.
- h) An employee who is re-hired into a former position in which the employee held and was bumped out of within six (6) months previous to returning to the position, shall receive his/her former grade and step in which they were on at the time they were bumped. This does not imply or guarantee an individual will be hired into a former position if an opening becomes available after six (6) months. Unless there are recall situations for members who have left employment with BHA within the last 12 (twelve) months, open positions will be filled using a competitive process and in accordance to provisions stated in the current Collective Bargaining Agreement.
- i) Employees have the ability to choose to volunteer to be laid off when it has been decided a position with the same job title has been eliminated. This would allow a person with more seniority the ability to be laid off before a person with less seniority, if they so choose. It is further agreed that all OPEIU members who decide to volunteer for lay off will not bump another union employee in another position. Therefore, OPEIU member employees who choose to be laid off will chose to leave BHA or take an open (not currently filled) equal or lower OPEIU position in which they are qualified for. This action will not affect the implementation of using seniority during layoffs or allowing bumping procedures for those who are not volunteering for layoff.

ARTICLE 21

TECHNOLOGICAL CHANGE

Section 21.1 In the event of major technological or system changes affecting bargaining unit positions including, but not limited to, the introduction of Data Processing Equipment, Computers or Automated Resources of any sort, the Employer agrees to meet with the Union to discuss such changes and negotiate new wage rates for affected positions or new positions if appropriate. The Employer further agrees to give the Union as much notice as possible, but in no event less than ninety (90) days, prior to implementing such changes

Section 21.2 In the event training programs are necessary for employees to qualify for such jobs, the Employer agrees to institute a training program for those employees to be displaced who wish to accept employment in resultant positions. Employees to be displaced will be given first opportunity to qualify for the new positions. Should no employee's current job be affected by the institution of such new equipment or process, the Employer agrees to offer training opportunities to members of the bargaining unit who may be interested concerning the technological change.

It is mutually agreed that present employees shall be given first opportunity to qualify for new positions before any persons outside the bargaining unit are hired to fill the resultant jobs, unless the position qualifies for Section 3 priority, in which the Employer has the obligation to give priority to program participants or low income residents.

Section 21.3 It is further agreed by the parties that no persons filling jobs within the presently existing collective bargaining unit will be subject to layoff or discharge as a result of the introduction of new equipment.

ARTICLE 22

BULLETIN BOARDS

Section 22.1 Bulletin boards will be made available to the Union and the Employer for the purpose of posting Union notices relating to meetings, dues, entertainment, health and safety and general union activities. All notices shall be submitted to the Employer or his designated representative before being posted. Approval shall not be withheld unreasonably by the Employer.

ARTICLE 23

EMPLOYMENT PRACTICES

Section 23.1 The Employer has the right to discharge or discipline for just cause. "Just cause" shall be defined to include the concept of progressive discipline. The Union shall be notified of any such discharge or discipline and reasons therefore prior to such action.

Section 23.2 No employee shall be discharged during a period of vacation, sick leave or leave of absence.

Section 23.3 If, in accordance with the provisions of Article 29, it is found that an employee has been unjustly discharged, such employee shall be reinstated to his/her former position without any loss of seniority. The employee shall suffer no reduction in salary and shall be compensated for all time lost retroactive to the date of discharge.

Section 23.4 No employee will be discharged without two (2) weeks' notice or two (2) weeks' pay (including holiday pay when applicable) in lieu of the two (2) weeks' notice unless such discharge is for just cause.

Section 23.5 Employees shall give two weeks' notice, unless otherwise mutually agreed.

Section 23.6 The employer shall use a uniform, progressive discipline system for issues such as poor work performance, poor attendance, and safety violations. Disciplinary measures will include: documented verbal warning, written warning, suspension without pay, last chance agreements and discharge. Under certain circumstances a Performance Improvement Plan, demotion or reassignment may be discussed with the union as appropriate. No employee will be discharged without just cause.

Section 23.7 The Employer is not required to, but may if it so desires, proceed to a higher level of discipline up to and including discharge of an employee without progressive discipline for any of the following reasons:

- a) Violations of the BHA Drug-Free Workplace policy in effect at the date of the signing of this agreement.
- b) Insubordination;
- c) Falsification of records or time cards;
- d) Theft of property;
- e) Deliberate or grossly negligent destruction of, or damage to, the property of the Employer, its clients or other employees;
- f) Attempting bodily injury to anyone while on the premises or during work hours, on or off premises;
- g) Bringing firearms onto the premises or having them in possession during work hours, on or off the premises;
- h) Deliberate sexual or racial harassment;
- i) Gross or willful violation of Employer's policies.

Section 23.8 If an employee is placed on administrative leave prior to or during an investigation, the employee's pay status will depend on the outcome of the investigation and/or disciplinary action. If the investigation substantiates the disciplinary action, the leave will be without pay. If the investigation does not substantiate the disciplinary action, the leave will be with pay. Employees will be advised of their right to union representation during any investigatory interview or meeting which could reasonably be expected to lead to disciplinary action. Such investigation shall be completed within a five working day period unless an

extension is agreed upon by the union if the investigation cannot reasonably be completed within five working days and such request shall not be unreasonably denied.

Section 23.9 Copies of written warning and disciplinary action letters shall be sent to the union representative.

Section 23.10 An employee shall be given an opportunity to read, sign and answer all warnings or performance evaluations before placement of such material in the employee's personnel file. An employee shall have the right to examine the contents of his/her personnel file.

Section 23.11 An employee shall have the right to have a union representative present at all disciplinary meetings and shall be so informed when summoned to such a meeting.

Section 23.12 Management will notify an employee of a disciplinary action within ten (10) days of occurrence, or knowledge of occurrence, of any incident that would have initiated such action.

Section 23.13 An employee may request a written warning letter to be removed from the employee's personnel file after twelve (12) months from the date of issue unless the employee has had further disciplinary action during this time. All other documentation regarding disciplinary action(s) will remain in the personnel file, including, but not limited to suspension, performance improvement plan and last chance agreements to be used as a reference, however, when there has been no additional disciplinary action for twelve (12) months from the date of the last documented issue, any new similar incidences for which progressive discipline is appropriate will start a new progressive disciplinary action process as described in Sections 23.6 and 23.7 of this article as applicable.

Section 23.14 Employees shall not be requested or required to perform tasks that violate any federal, state, local law or rule; or that may be considered an "improper action," as specified in Employer's Personnel Policy.

ARTICLE 24

EMPLOYEE BENEFITS

Section 24.1 The Employer will pay Health and Welfare premiums (as stated below) for the Employees who have been employed full time at least 30 days the previous month.

Section 24.2 For the duration of this agreement, the Employer agrees to continue to provide the opportunity for all regular full time employees and their dependents, to enroll in group health insurance coverage provided by BHA.

- Health insurance coverage shall provide a level of benefits comparable to the plan(s) provided on the effective date of this agreement. Benefit levels shall not be reduced during the term of this agreement except by mutual agreement of BHA, representatives of OPEIU collective bargaining team and the insurance carrier(s). A Memorandum of Understanding (MOU) will be signed by the chief negotiators for the Union and BHA for any changes of benefits.

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- BHA employees are required to execute on-line enrollment and complete any required forms in order to participate in this program.
- BHA may elect to provide additional health care providers for employees employed on or after September 30, 2016, provided that such addition of providers does not reduce the current level of benefits provided to employees. Should BHA decide to expand the list of eligible providers, BHA shall give OPEIU representatives notice of the proposed additions.
- The plan descriptions shall provide the terms of coverage and administration of the respective plans. Employees and union representatives are entitled to receive a copy of the summary plan description upon request. Additionally, employees and union representatives are entitled to review copies of the actual plan description upon advance request.

BHA shall provide Vision and Dental Plan coverage at a level of benefits comparable to the plan(s) provided prior to the effective date of this agreement. Benefit levels shall not be reduced during the term of this agreement except by mutual agreement of BHA, the Union and the insurance carrier(s).

- A Memorandum of Understanding (MOU) will be signed by the chief negotiators for the Union and BHA.
- BHA employees are required to execute on-line enrollment and complete any required form in order to participate in the Vision and Dental program.
- BHA may elect to provide additional Vision and/or Dental providers, provided that such addition of providers does not reduce the current level of benefits provided to employees. Should BHA decide to change or expand the list of eligible providers, BHA shall give Union Representatives notice of the proposed changes or additions.

Group Life and AD&D – Plan equivalent or greater than the following: (reduced after age 65)

- a) Employee Life \$5,000 Spouse /Domestic Partner \$500
- b) Employee AD&D \$5,000 Spouse /Domestic Partner \$500

Section 24.3 Effective October 1, 2016 and for the duration of this agreement, premiums for insurances provided under Article 24 - EMPLOYEE BENEFITS Section 24.2 will be paid equivalent or better as follows:

1. Medical:
 - a. Employee only coverage: Employee: 10% Employer: 90%
 - b. Dependents coverage: Employee: 10% Employer: 90%
2. Dental plan premiums will be paid 100% by the Employer for employees and their dependents.

3. Vision plan premiums will be paid 100% by the Employer for employees and their dependents.
4. Group Life and AD&D premiums will be paid 100% by the Employer. Supplemental coverage may be purchased by the employee.

Section 24.4 Changes in any provision of the Agreement may be negotiated at any time, by mutual agreement to the party's signatory to this Agreement.

Section 24.5 SOCIAL SECURITY. All employees shall participate in social security benefits.

Section 24.6 REGULAR PART-TIME EMPLOYEES. Regular part-time employees regularly scheduled at least 25 hours or more per week shall be entitled to Employee Benefits as described in this article - Employee Benefits on a pro-rated basis.

Section 24.7 Upon failure of the Employer to make any of the payments required by this Agreement, the Union may, ten (10) days after written notification to the Employer of failure of such payments, undertake economic action against such defaulting Employer to enforce prompt payment, and such action shall not be deemed to be in violation of this Agreement or any of the provisions thereof.

Section 24.8 Employees shall be eligible for all employee benefits based on the prior month's hours of work.

Section 24.9 Employees shall be given the opportunity to enroll in employee funded programs facilitated through payroll deductions: such as Prepaid Legal Services, supplemental insurance programs, Washington State Deferred Compensation Plan, and the IRS Section 125 Plan.

ARTICLE 25

STAFF DEVELOPMENT

Section 25.1 A training based mentoring program may be developed on case-by-case basis to provide support for employees in order to help them in their career and professional development and to prepare them for future opportunities and advancement. The mentoring program will have the focus on developing and retaining a diverse, high-performing workforce' preserve the knowledge and skills of employees nearing retirement age, and help employees transition into higher roles. The mentoring program will be built on leveraging the knowledge and experience of individuals that have strong leadership and technical competencies in order to develop others. Mentoring program participation requires mutual agreement by the Employer, the employee and the Union. Participation in the mentoring program will require employees to perform duties outside their normal job description. An approved mentoring program should not exceed more than a 90 day period and at the conclusion of the program the employee will return to their regularly assigned duties. Mentoring opportunities will be posted for five (5) working days. Only employees that submit a mentorship application during that time will be considered. Participants will be selected based on qualifications (knowledge, skill, ability and accountability). In the event two or more employees have the same relative qualifications, the employee with the

greatest seniority shall be selected. Employer reserves the right to cancel any training based mentoring program at any time, in which case employees participating would immediately return to their normal job position and duties.

ARTICLE 26

DRUG FREE WORKPLACE

Section 26.1 The maintenance of a drug-free workplace is essential to the safety and welfare of employees. Employees are responsible to know and understand the drug-free policies and procedures provided by the Employer.

ARTICLE 27

NON-DISCRIMINATION

Section 27.1 The Employer will not discriminate against an employee for union activity.

Section 27.2 Employer and Union agree that conditions of employment shall be consistent with applicable municipal, state and federal laws regarding nondiscrimination.

Section 27.3 Employees shall have the right to present grievances individually, as a group, or through their designated representatives. In so doing, employees shall be assured of freedom from restraint and interference.

ARTICLE 28

COMPENSATION

Section 28.1 Employees shall be paid not less than the minimum for his or her classification in the table of job classifications and rates of pay in Schedule "A," attached hereto and made a part of this Agreement. Employees shall receive wage increases in accordance with the automatic length-of-service provisions of Schedule "A." The step raises in Schedule "A" apply to regular full-time employees. Pay increase shall be applied annually on October 1st for all employees who have completed their probationary period.

Section 28.2 Longevity pay is in addition to base salary and will be applied to the base hourly pay rate of pay shown in Schedule A for the years of continuous employment on the following basis:

0-4 years of continuous employment	0% added to base step on Schedule A
5-9 years of continuous employment	1% added to base step on Schedule A
10-14 years of continuous employment	3% added to base step on Schedule A
15-19 years of continuous employment	4% added to base step on Schedule A
20 years and over of continuous employment	5% added to base step on Schedule A

Section 28.3 Any newly created positions determined to be covered by this Agreement or covered positions which have been substantially changed during the life of this Agreement shall

be subject to negotiations between the Employer and the Union. In the event the parties are unable to agree on the classification and rate of pay for the job in question, the dispute shall be resolved by PERC. If no solution is rendered a mutually agreed upon arbitrator shall be used, where a decision will be rendered.

Section 28.4 Job classifications per Appendix A shall become a part of the collective bargaining agreement. Any such job duties that have been substantially changed during the life of this agreement shall be subject to negotiations between the employer and the Union. In the event the parties are unable to agree on the classification and rate of pay for the job in question, the dispute shall be resolved by the mediation services through PERC and if no decision is rendered, a mutually agreed upon arbitrator shall be used, where a decision will be rendered.

Section 28.5 Effective October 1, 2017 and each year thereafter on October 1st for the term of this agreement, the wages as shown in Schedule "A" to reflect any percentage increase in the Seattle/Tacoma/Bremerton CPI-W from June to June except that the increase shall be no less than 1% if the CPI-W is less than 1% and no greater than 4% if the CPI-W is more than 4%.

ARTICLE 29

GRIEVANCE PROCEDURE

Section 29.1 It is understood and agreed that all matters pertaining to the proper application and interpretation of any and all provisions of this Collective Bargaining Agreement shall be raised by requesting a meeting between the proper representatives of the Employer and the accredited representatives of the Union within ten (10) working days (Mon-Fri) of when the Union or the Employer should have had reasonable knowledge of the alleged infraction. Any alleged infraction or breach of this contract shall be submitted in writing to the Union Representative or the Director of Human Resources or his/her designee prior to the date arranged for a meeting to discuss such alleged infraction.

Section 29.2 It is the intent of the Union and the Employer that all disputes arising out of the interpretation or application of this Agreement shall be amicably settled through the grievance process in accordance with the provisions hereof. A grievance is defined as a written document describing alleged breach of the specific terms and conditions of the Agreement and the relief sought. It is the desire of the parties to this Agreement that grievances be resolved informally whenever possible and at the first level of supervision. The employee may choose to approach the supervisor prior to contacting the Union, but this will not constitute the initiation of the grievance procedure. If a grievance arises, it shall be submitted to the following grievance procedure. Failure of the Union or Employer to respond to the grievance within with the time limits set forth below shall entitle the other party to a move of the grievance to the next step. Time limits set forth in the following steps may be extended by mutual agreement by the parties hereto.

Section 29.3 A grievance must be processed in accordance with the following procedure:

Step 1: Immediate Supervisor

The Union Representative or shop steward must first present the grievance in writing to the immediate supervisor within ten (10) working days of the time the

employee knew or could reasonably be expected to be aware of the events that precipitated the problem. Any initial grievance not submitted in the time limits herein shall render the grievance null and void. A meeting will be scheduled with the supervisor or designee, grievant, and/Shop Steward and/or Union Representative within seven (7) working days to review the matter. The initial grievance must state the specific details of what is being grieved and why. The Employee or the Employer may designate an additional representative to be present at this Step 1 meeting. Any grievance affecting more than one employee within the bargaining unit may have one employee designated as the spokesperson together with a shop steward and/or Union Representative. The immediate supervisor or designee shall within three (3) working days of the meeting respond in writing to the employee (with a copy to the Union and Human Resources), and provide an answer to the grievance.

Step 2: Department Head

If the matter is not resolved to the employee's satisfaction in Step 1, the shop steward or Union Representative shall present the grievance to the Department Head (or Employer designated representative) within seven (7) calendar days of the immediate supervisor's decision. A step 2 meeting will take place to gather additional information. The Employee or the Employer may designate an additional representative to participate during this Step 2 process. The Department Head (or designated representative) shall reply in writing to the employee (with a copy to the Union and Human Resources) within seven (7) calendar days following receipt of the Step 2 grievance.

Step 3: Executive Director, or Designee

If the matter is not resolved in Step 2 to the employee's satisfaction, the Union Representative shall present the grievance to the Executive Director (or designated representative) within seven (7) calendar days of receipt of the Step 2 response. The Executive Director or designee and the Union Representative shall meet within seven (7) calendar days for the purpose of resolving the grievance. The Employee or the Employer may designate an additional representative to be present at this Step 3 meeting. The Executive Director or designee shall provide a written answer to the employee (with a copy to the Union and Human Resources) within seven (7) calendar days of the Step 3 meeting.

Step 4: Mediation

If the matter is not resolved at Step 3, a request shall be made to the Public Employment Relations Commission (PERC) within seven (7) calendar days of receipt of the Step 3 response to assign a mediator to attempt to resolve the grievance. The mediator's recommendation shall be non-binding.

Step 5: Arbitration

If the grievance is not then settled by PERC Mediation, Arbitration through PERC or the Federal Mediation and Conciliation Service shall be initiated, provided the Union or Employer's designee if the Employer was the grievant requests such action in writing not more than fifteen (15) calendar days after PERC Mediation.

The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the terms of the agreement and shall not have jurisdiction to add to, detract from or alter in any way the provisions of this agreement. The decision of the arbitrator shall be final and binding upon both Parties. Any expenses and fees owed to the arbitrator shall be borne equally by both parties.

Section 29.4 Any employee, when reinstated after a grievance, shall be guaranteed such employee rights, benefits, and credits including back pay, leave accrual and retirement as determined by the arbitrator. Attorney's fees and costs shall not be awarded to either party, except that the parties may be directed by the arbitrator to bear equally any expenses and fees owed to the arbitrator.

Section 29.5 In the event a grievance arises that involves a suspension or discharge, the grievance will bypass Step 1 and be heard at Step 2 with the Human Resource Director serving as the additional Employer representative.

ARTICLE 30

SEPARABILITY

Section 30.1 In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE 31

SAFETY

Section 31.1 All employees shall be provided safe, sanitary and healthful working conditions. Employees will be provided with safety policies and procedures which will be maintained by a safety committee. The safety committee will comprise of both employee elected and employer appointed members who will meet regularly to discuss accident/illness response and prevention.

ARTICLE 32

PERSONNEL POLICY

Section 32.1 Nothing contained in the Personnel Policy shall lower any benefit more favorably enjoyed by the employees. The Union Agreement is the governing document between the Employer and the Union. In all areas where this Agreement is silent, the Employer policies prevail.

Section 32.2 It is hereby agreed that effective 10-1-13 the Personnel Policy of Bremerton Housing Authority has been adopted by the OPEIU Local 23 employees. If Bremerton Housing Authority makes changes in the Personnel Policy after 10-1-13, OPEIU Local 23 must be notified

in writing of changes, and if OPEIU does not respond within thirty (30) days, the new policy will take effect on the thirty-first (31st) day of BHA Board of Commissioners approval. If Bremerton Housing Authority fails to do so, the changes will have no effect on the conditions of the employees.

ARTICLE 33

UNION/MANAGEMENT COMMITTEE

Section 33.1 Three management appointees of the Employer and three appointees for the Union shall meet as mutually agreed upon, on a quarterly basis, or more frequently, at the Employer's Administrative Office, for the purpose of:

- 1) Discussion of the administration of the contract;
- 2) Discussion of issues which may affect bargaining unit members; and
- 3) Dissemination of items of general interest to the parties.

Section 33.2 A Chairperson shall be selected by the Committee. Prior to the meeting a written agenda agreed to by both parties at least three (3) days prior to the meeting shall be prepared by the Employer. The agenda may be revised or supplemented as agreed to by both parties.

Section 33.3 The minutes shall be taken by a representative designated by the Committee. The Agenda must be reviewed and approved by the Executive Director of the Housing Authority and the Business Representative of the Union. Agenda items discussed and the disposition of each, shall be recorded in the minutes and shall be signed by both parties. Signed copies of minutes from the Committee will be sent to the Union Business Representative and the Executive Director of the Employer.

Section 33.4 Bargaining unit employees that participate in these Committee meetings will receive their normal salary and such meetings shall be held during normal work hours.

Section 33.5 This Committee shall have no power to bind either party. The purpose of this Committee is for informal discussion only.

ARTICLE 34

SUCCESSORS

Section 34.1 In the event the Employer shall, by merger or consolidation, enter into an agreement with entity or individual which in whole or in part affects the existing appropriate collective bargaining unit, then such successor shall be bound by each and every provision of this Agreement. The Employer shall have an affirmative duty to call this provision of the Agreement to the attention of any group with which it seeks to make such an agreement as aforementioned.

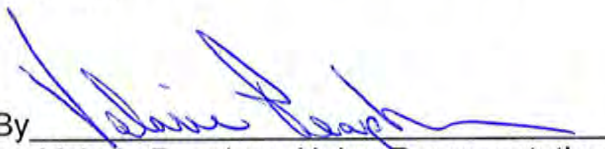
ARTICLE 35

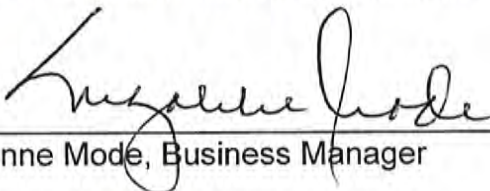
TERMINATION AND RENEWAL


Section 35.1 This Agreement shall become effective October 1, 2016 and remain effective through September 30, 2019, and shall thereafter automatically renew itself until either party shall give sixty (60) days written notice prior to the anniversary date of its desire to terminate, modify, or change this contract. Upon the giving of such notice, the parties shall proceed to negotiate a new contract, the terms of which shall be retroactive to the anniversary date.

Signed this 26th day of September, 2016.

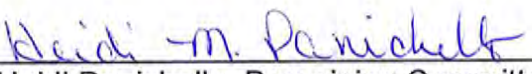
OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL NO. 8,
AFL-CIO

By 
Valarie Peaphon, Union Representative

By 
Suzanne Mode, Business Manager

By 
Kim Martin, Bargaining Committee

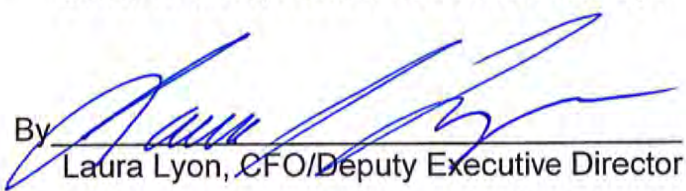
By 
Courtney Norwil, Bargaining Committee

By 
Heidi Panichello, Bargaining Committee

BREMERTON HOUSING AUTHORITY

By 
Kurt Wiest, Executive Director

By 
Lorraine Viers, Human Resources Manager

By 
Laura Lyon, CFO/Deputy Executive Director

By 
Carlita Alegria, Contract Management
Services Director

OPEIU Schedule A 2016-2017

Union Classifications	Steps:	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
Grade 16 Office Assistant I	Annual	29,307	29,869	30,451	31,054	31,699	32,302	32,947	33,634	34,299	34,965	35,672	36,379	37,107	37,856
	Hourly	14.09	14.36	14.64	14.93	15.24	15.53	15.84	16.17	16.49	16.81	17.15	17.49	17.84	18.20
Grade 19 Office Assistant II	Annual	31,512	32,157	32,802	33,426	34,112	34,798	35,506	36,213	36,941	37,690	38,397	39,187	39,957	40,768
	Hourly	15.15	15.46	15.77	16.07	16.40	16.73	17.07	17.41	17.76	18.12	18.46	18.84	19.21	19.60
Grade 22 Office Specialist I	Annual	33,966	34,611	35,298	36,026	36,733	37,482	38,230	38,979	39,770	40,560	41,392	42,224	43,056	43,930
	Hourly	16.33	16.64	16.97	17.32	17.66	18.02	18.38	18.74	19.12	19.50	19.90	20.30	20.70	21.12
Grade 24 Compliance Asst./Resident Liaison	Annual	35,651	36,358	37,086	37,835	38,584	39,395	40,165	40,955	41,766	42,619	43,493	44,346	45,240	46,134
	Hourly	17.14	17.48	17.83	18.19	18.55	18.94	19.31	19.69	20.08	20.49	20.91	21.32	21.75	22.18
Grade 25 Office Specialist II	Annual	36,546	37,253	38,022	38,771	39,582	40,373	41,163	41,974	42,827	43,680	44,554	45,448	46,363	47,278
	Hourly	17.57	17.91	18.28	18.64	19.03	19.41	19.79	20.18	20.59	21.00	21.42	21.85	22.29	22.73
Grade 27 Administrative Coordinator I	Annual	38,397	39,146	39,957	40,768	41,579	42,390	43,243	44,117	44,990	45,885	46,800	47,757	48,714	49,691
	Hourly	18.46	18.82	19.21	19.60	19.99	20.38	20.79	21.21	21.63	22.06	22.50	22.96	23.42	23.89
Grade 28 Contracts Processing Associate Housing Assistant	Annual	39,374	40,165	40,934	41,766	42,598	43,472	44,325	45,219	46,114	47,050	47,986	48,963	49,941	50,939
	Hourly	18.93	19.31	19.68	20.08	20.48	20.90	21.31	21.74	22.17	22.62	23.07	23.54	24.01	24.49
Grade 30 Finance/Accounting Technician I Voucher Processor I Administrative Coordinator II	Annual	41,350	42,182	43,035	43,888	44,741	45,677	46,571	47,486	48,443	49,421	50,398	51,418	52,437	53,498
	Hourly	19.88	20.28	20.69	21.10	21.51	21.96	22.39	22.83	23.29	23.76	24.23	24.72	25.21	25.72
Grade 32 Community Resources Coordinator	Annual	43,472	44,325	45,198	46,093	47,050	47,965	48,942	49,920	50,898	51,917	52,957	54,018	55,099	56,202
	Hourly	20.90	21.31	21.73	22.16	22.62	23.06	23.53	24.00	24.47	24.96	25.46	25.97	26.49	27.02
Grade 33 Finance/Accounting Technician II Voucher Processor II Housing Specialist I	Annual	44,533	45,427	46,322	47,278	48,194	49,171	50,128	51,168	52,166	53,248	54,267	55,370	56,493	57,616
	Hourly	21.41	21.84	22.27	22.73	23.17	23.64	24.10	24.60	25.08	25.60	26.09	26.62	27.16	27.70
Grade 36 Finance/Accounting Technician III Housing Inspector Voucher Processor III Housing Specialist II Payroll & Benefits Specialist	Annual	47,965	48,942	49,899	50,877	51,917	52,957	54,018	55,120	56,181	57,304	58,427	59,634	60,819	62,026
	Hourly	23.06	23.53	23.99	24.46	24.96	25.46	25.97	26.50	27.01	27.55	28.09	28.67	29.24	29.82
Grade 39 Housing Specialist III (Special Prog. & Compliance Spec)	Annual	51,626	52,666	53,747	54,808	55,910	57,034	58,157	59,342	60,507	61,714	62,962	64,210	65,478	66,789
	Hourly	24.82	25.32	25.84	26.35	26.88	27.42	27.96	28.53	29.09	29.67	30.27	30.87	31.48	32.11
Grade 40 IT Administrator	Annual	52,936	53,997	55,099	56,160	57,304	58,427	59,592	60,819	62,026	63,253	64,522	65,811	67,122	68,474
	Hourly	25.45	25.96	26.49	27.00	27.55	28.09	28.65	29.24	29.82	30.41	31.02	31.64	32.27	32.92

Note: Longevity pay will be calculated in addition to the grade step base pay as follows: 5-9 years = 1%, 10-14 years = 3%, 15-19 years = 4%, 20 years = 5%
 Note: Annual pay listed is an approximation amount. Actual amount will depend on the number of hours worked, etc.