



**Office and Professional Employees International Union**  
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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**PLYMOUTH HOUSING GROUP**

**AND**

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

**FOR THE PERIOD OF**

**OCTOBER 12, 2016 THROUGH OCTOBER 31, 2019**

COLLECTIVE BARGAINING AGREEMENT  
OPEIU LOCAL 8 – PLYMOUTH HOUSING GROUP

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# COLLECTIVE BARGAINING AGREEMENT

## PLYMOUTH HOUSING GROUP

THIS AGREEMENT is made and entered into at Seattle, Washington this 12<sup>th</sup> day of October, 2016, by and between PLYMOUTH HOUSING GROUP, hereinafter referred to as the EMPLOYER and OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 8, AFL-CIO, hereinafter referred to as the UNION, for the purpose of fixing the minimum 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.

### ARTICLE 1

#### RECOGNITION OF THE UNION

Section 1.1 UNION RECOGNITION. The Employer agrees to recognize and hereby does recognize the Union as the sole and exclusive collective bargaining agent with respect to rates of pay, hours and all other terms and conditions of employment for the following job titles:

Assistant Managers	Maintenance Technicians I
Building Assistants	Maintenance Technicians II
Building Coordinators	On-Call Building Assistants
Housing Case Manager	On-Call Janitors
Janitors	Senior Building Assistants
Maintenance Coordinators	Tenant Support Aides
Maintenance Lead	

Excluding all other employees, supervisors, managers, confidential employees and security guards.

Section 1.2 MANAGEMENT RIGHTS. The Union recognizes the Employer's right and responsibility to manage its business and to operate in an efficient and economical manner subject to this Agreement and the law. Except as limited by this Agreement and applicable law, the Employer's rights include the right to:

1. require standards of performance;
2. direct employees in the performance of their work;
3. determine job assignments and working schedules;
4. determine the materials and equipment to be used;
5. implement improved or different operational methods and procedures;
6. determine staffing requirements;

7. determine the kind and location of facilities;
8. determine whether the whole or any part of its operation shall continue to operate;
9. select and hire employees;
10. maintain order;
11. determine when and which employees should be promoted, demoted, or transferred;
12. determine when and how much overtime must be worked;
13. employ temporary or on-call employees;
14. determine the skills, abilities and competency of its employees;
15. discipline or discharge employees for just cause;
16. lay off employees for lack of work;
17. promulgate reasonable rules, regulations and personnel policies.

Section 1.3 EMPLOYER POLICIES. To the extent that Plymouth Housing Group Employment Policies are not in conflict with this Agreement, they will be accepted as working policy. Where a conflict exists, the Agreement shall prevail.

Notice of new policies or changes to existing policies that impact mandatory subjects of bargaining shall be provided to the Union in writing, prior to any implementation. Requests to bargain over the policies shall be made in writing by the Union no later than fourteen (14) calendar days from receipt of the same. In the event the Union does not request bargaining within fourteen (14) calendar days, the Employer may implement the changes. There may be emergency or mandated conditions that are outside of the Employer's control requiring immediate implementation, in which case the Employer will notify the Union as soon as possible. Nothing herein shall be interpreted to limit or suspend the Union's right to bargain on mandatory subjects of bargaining.

## ARTICLE 2

### UNION SECURITY AND DUES

Section 2.1 UNION MEMBERSHIP/AGENCY SHOP. Any employee who, as of the effective date of this Agreement is not a member of the Union, and any employee hired after the effective date of this Agreement, will within thirty-one (31) days become and remain a member of the Union. In the event any employee wishes to waive rights to participate as a Union member under the following circumstances within thirty-one (31) days of the effective date of the contract or of joining the bargaining unit:

- a. Religious Objectors: An employee who asserts a right of non-association based on bona fide religious tenets of a religious body of which the employee is a member will pay to the Union an amount of money equal to regular dues and initiation fees uniformly required of Union members, which the employee will pay to a non-religious charity mutually agreed upon by the Employer and Union.
- b. Representation Fee Option: If an employee for reasons other than religious belief does not wish to be a member of the Union, that employee will proportionately and fairly share in the cost of the collective bargaining process by paying the Union a representation fee. The representation fee will be fixed at the amount of dues and initiation fees uniformly required of each member of the bargaining unit to defray the cost of services rendered by the Union in negotiating and administering this Agreement.

Section 2.1(a) COMPLIANCE. The Union shall notify the Employer in writing that an employee has failed to satisfy the terms of this provision and shall provide the Employer with a copy of the final warning to the affected employee that he or she has not satisfied the obligations of this provision. In the event the employee fails or refuses to tender the amount on which he or she is delinquent within ten (10) calendar days of receipt by the Employer of such notice, the Employer shall discharge said employee. The aforementioned time periods may be extended by mutual agreement of the Employer and the Union.

Section 2.2 UNION DUES. The Employer will make deductions each pay period from the pay of employees for regular Union dues, representation fees and initiation fees, as identified by the Union; provided the Union provides to the Employer a written authorization from the employee for such deductions. The Employer shall submit dues money to the Union within five (5) calendar days following the second pay roll each month.

Section 2.3 HOLD HARMLESS. The Union agrees to indemnify and save the Employer harmless against any liability which may arise by reason of any action taken by the Employer to comply with the provisions of this Article. The Employer will promptly notify the Union in writing of any claim, demand, suit or other form of liability asserted against it relating to its implementation of this Article. If requested by the Union in writing, the Employer will surrender any such claim, demand, suit or other form of liability to the Union for defense and resolution.

## ARTICLE 3

### HIRING

Section 3.1 JOB POSTING. Notice of all bargaining unit job vacancies shall be posted at least three (3) days excluding holidays and weekends on the Plymouth Housing Group website, by e-mail to all employees and on the Plymouth current internal Intranet platform for internal candidates only, prior to opening the positions for external candidates. Posted job descriptions shall be in writing and shall list the job title, hours of work, work location(s) if applicable and qualifications. The Employer is committed to upgrading and promoting current employees where appropriate.

Employees who apply but are not selected for a posted position may request, in writing, the reason they were not selected for the position.

Section 3.2 REFERRALS FROM UNION. When seeking new workers, the Employer will send job descriptions to the Union so the Union may make appropriate referrals of qualified applicants.

Section 3.3 INCIDENT CHARGES. It is agreed that the Employer will pay charges incidental to the hiring of employees which are incurred due to the requirement of the Employer as follows: Bonding. The Employer agrees not to use employment agencies where fees are required to be paid by the employee.

Section 3.4 NOTIFICATIONS OF NEW HIRES, CHANGE IN STATUS AND NEW JOB CLASSIFICATIONS. It is further agreed that the Employer has the final say as to who is hired and shall notify the Union within five (5) calendar days following the second payroll of each month who the new bargaining unit employees are giving the employee's name, address, employee identification number, classification, work location(s), rate of pay, date of hire, employment email address and personal email address to the extent provided. The Employer will also notify the Union of bargaining unit employees who are changing status, the reason for change of status (discharge, layoff, resignation, leave of absence without pay), and date of change.

The Employer will notify the Union in writing of any new classifications to be covered by this Agreement.

Section 3.5 PROBATIONARY PERIOD. Regular full-time and regular part-time employees shall be hired on a probationary basis for the first one-hundred and eighty (180) calendar days. Provided, however, that this period will be extended by any period during which the employee is on leave without pay. Termination or discipline during the probationary period will not be subject to the just cause standard. The Employer shall provide performance feedback to new employees no later than three (3) months of hire date.

## ARTICLE 4

### UNION ACTIVITIES

Section 4.1 UNION REPRESENTATIVES. The Union shall provide the Employer, in writing, with the names of the representatives who are authorized to resolve grievances and are authorized to act as Shop Steward.

Section 4.2 UNION VISITS. Union Representatives shall be allowed admission to Employer facilities including meeting space at any reasonable time. Access shall occur for the purpose of administering this Agreement, including conditions relating to this Agreement. The Union Representative will first make his or her presence known to the Employer. Requests for meeting space shall not be unreasonably denied. Visits shall not interfere with work activity and client services. Union staff coming into contact with information about the Employer's clients shall keep any and all such information confidential.

Section 4.3 UNION STEWARDS. The Employer shall recognize the Shop Steward who shows authority from the Union as a duly accredited Union representative who, upon notifying his or her designated supervisor or officer, may investigate all complaints. The Shop Steward will be allowed time off to attend investigatory and grievance meetings with the Employer. Participation by a Shop Steward in these meetings will be paid and considered time worked.

Section 4.4 LABOR/MANAGEMENT COMMITTEE. Representatives of the Union and the Employer will meet for the purpose of fostering communications, reviewing the administration of this Agreement and attempting to resolve other problems that may arise on a mutually agreed date, place, and time every other month; and on an as-needed basis when requested by either the Employer or Union. These meetings are not intended to bypass the grievance procedure and shall not be used to renegotiate the provisions of this Agreement. Both parties shall submit an agenda of items they wish to discuss at least five (5) days prior to the scheduled meeting. Meetings will last for a maximum of ninety (90) minutes. Meetings can be extended when mutually agreed upon in advance. Neither party shall have control over the selection of the representation of the other party; provided, however, that neither party shall have more than five (5) representatives and there shall be a quorum of two (2) bargaining unit representatives and two (2) management representatives for a meeting to proceed. Appropriate resource persons may be in attendance at the meetings for a specific agenda item as required and/or requested. Resource persons do not serve as committee members. Participation by committee members in the meetings will be considered time worked.

Section 4.5 OBSERVATION OF BOARD MEETINGS. The Employer will offer a representative designated by the Union the opportunity to attend up to four (4) pre-determined Board meetings annually.

## ARTICLE 5

### DISCIPLINE & DISCHARGE

Section 5.1 PROGRESSIVE DISCIPLINE/JUST CAUSE FOR DISCIPLINE. The Employer reserves the right to discipline or discharge any covered employee for just cause. The Employer shall consider, among other things, the seriousness and frequency of employee misconduct when determining the appropriate discipline, which may include immediate discharge. The Employer recognizes that progressive discipline is generally appropriate, and may include verbal warnings, written warnings, final written warnings, suspension, demotion, and discharge. However, the parties recognize that progressive discipline shall not apply where the Employer determines that the nature of the conduct requires more serious discipline, up to and including discharge.

Section 5.2 WRITTEN DISCIPLINARY NOTICES. An employee shall be given the opportunity to read and sign a written warning notice and to attach a written response to be placed in his or her personnel file. Copies of these notices will be provided to the employee at the time the formal corrective action is applied. The employee's signature thereon will not be construed as admission of guilt or concurrence with the discipline, but rather as an indication that they have seen and comprehended the disciplinary action. If an employee is not afforded the rights provided in this Section, such written disciplinary notice shall be removed from the file.

Upon termination, an employee, upon written request, shall receive written notice from the Employer or Employer's agents stating the reason for the termination.

Section 5.3 MAINTENANCE OF DISCIPLINARY RECORDS. Records of disciplinary actions will be considered a part of the employee's personnel file. A written warning notice will be deemed too old for purposes of progressive disciplinary actions after twenty-four (24) months from the date that such notice is placed in the employee's personnel file unless another just cause discipline for similar reason(s) occurs within the twenty-four (24) months.

Section 5.4 EMPLOYEE REPRESENTATION RIGHTS. An employee may have a Union Representative or Shop Steward present at any meeting involving discipline, including investigatory interviews by management representatives where an employee reasonably believes an investigation may result in disciplinary action. If necessary, the meeting shall be suspended for a reasonable time not to exceed five (5) calendar days except by mutual agreement.

## ARTICLE 6

### SENIORITY, LAYOFF, RECALL

Section 6.1 SENIORITY. Seniority shall be defined as the length of time an employee has been employed by the Employer in the bargaining unit. Seniority shall be accrued based on the most recent date of hire into the bargaining unit as a regular employee.

Seniority shall apply to the computation and determination of eligibility for benefits where, pursuant to this Agreement, length of service is a factor to be considered. Where skill, ability and experience are substantially equal in the opinion of the Employer, seniority shall be the determining factor in layoff of individuals within a job classification in the bargaining unit, transfers, shift selections and promotions.

Section 6.1(a) BREAK IN SERVICE. Upon rehire after a break in service with the Employer which does not exceed one (1) year, an employee's seniority and benefit accruals shall be recognized as the same as at the time of their separation from employment.

Section 6.2 PROBATION. Seniority benefits shall not apply to an employee until completion of the required probationary period. Upon satisfactory completion of the probationary period, the employee shall be credited with seniority from the most recent date of hire as a regular full time or regular part time employee.

Section 6.3 LOSS OF SENIORITY. An employee shall lose his or her seniority rights for any one of the following reasons: voluntary termination, discharge for cause, failure to report from layoff within ten (10) working days after notification to report back to work. Notice shall be sent by registered mail, return receipt requested, and regular mail to the employee's last known address.

Section 6.4 LAYOFF. A layoff is defined as a reduction in the number of individuals employed by the Employer within a job classification.



Section 6.4(a) NOTICE OF LAYOFF. Employees in a job classification affected by layoff and the Union shall be given at least thirty (30) calendar days' advance notice of layoff, unless there is an immediate governmental mandate of program closure or stoppage of service.

Section 6.4(b) TRANSITION PACKAGE. Employees who have completed one (1) year of service and are scheduled for layoff will receive up to two (2) days of paid leave time during their lay-off notice period for purposes of attending a mutually acceptable job transition counseling program or engaging in job search efforts including job interviews. All such activities shall be scheduled with the approval of the affected employee's supervisor.

Section 6.4(c) TIME OFF CASH OUT. All employees laid off from the Employer shall cash out 100% of any accrued paid-time off remaining as of the date on which employment ends per Article 8.

Section 6.4(d) LETTER REGARDING LAYOFF. The Employer shall provide a letter indicating that the employee was laid off for economic reasons.

Section 6.5 NOTIFICATION ABOUT VACANT POSITIONS. Those employees whose positions have been eliminated shall be able to confer with management about other possible employment opportunities with the Employer. An affected employee shall be given information about available job openings in the bargaining unit through the notice and recall periods.

Section 6.6 RECALL. Employees who are not hired into a vacant position, and have lost employment due to layoff, will be placed on a recall roster for that job classification for a period of twelve (12) months from the date of the action. There will be no loss of benefits or previously accrued seniority if the individual is recalled within twelve (12) months. The last employee laid off from a job will be the first recalled to that job before internal transfers or promotions or outside applicants are considered.

Section 6.6(a) NOTIFICATION OF RECALL. Employees shall be notified of a reinstatement offer by certified mail, return receipt requested, and regular mail at the employee's address on file in the Human Resources Department, with a copy to the Union.

When an offer of reinstatement has been made, the individual shall indicate his/her acceptance within ten (10) days of the date of delivery or attempted delivery and report for work no later than fourteen (14) calendar days following the acceptance of the reinstatement offer unless mutually agreed to otherwise. If an individual on the recall list does not timely respond to a notification by the Employer, or fails to report for work, he or she will be removed from the list.

Section 6.6(b) TERMINATION OF SENIORITY/RECALL RIGHTS. Seniority and recall rights will terminate upon: discharge for just cause, resignation, retirement, after twelve (12) consecutive months on the recall list or failure to report from layoff within fourteen (14) calendar days after notification to report back to work.

ARTICLE 7

HOLIDAYS

Section 7.1 PAID HOLIDAYS. The following days shall be designated as Plymouth holidays, and employees shall receive these as paid days off in pro-ration of their regular hours worked. Full-time employees receive up to eight (8) hours of holiday pay. Temporary and On-Call employees will receive holiday pay if working Thanksgiving, Christmas or New Year's Day:

New Year's Day	Independence Day	Christmas Day
Martin Luther King Day	Labor Day	
Presidents Day	Thanksgiving Day	
Memorial Day	Day after Thanksgiving	

Section 7.2 WORK ON HOLIDAY. Depending on staffing and business needs, and the responsibilities of the position, the employee will take the holiday off, or will receive compensation if the employee is required to work on the holiday. Holiday pay is eight (8) hours of an individual employee's base rate of pay (pro-rated for part-time employees) plus pay for the actual number of hours worked on the holiday.

Section 7.3 WEEKEND HOLIDAYS.

Section 7.3(a). If an employee regularly works a Monday through Friday schedule:

If the holiday falls on a Saturday, the holiday will be observed on the Friday immediately before the holiday. If the holiday falls on a Sunday, the holiday is observed on the Monday immediately following the holiday.

Section 7.3(b). If an employee regularly works a non-Monday through Friday schedule:

If the employee is scheduled to work on the actual holiday on a weekend day, the actual day of the holiday will be considered the holiday. If the employee is not scheduled to work on the actual holiday but is scheduled to work on the observed holiday, the observed holiday will be considered the holiday.

Section 7.4 HOLIDAY DURING LEAVE. In the event a holiday under this Agreement falls during an employee's scheduled PTO, such employee shall receive holiday pay instead of using PTO. Holidays will not be paid to employees on any type of unpaid leave.

Section 7.5 HOLIDAY ON DAY OFF. If a holiday falls on an employee's regularly scheduled day off, the employee will choose to receive holiday pay for the holiday or schedule another day off within thirty (30) days of the holiday.

Section 7.6 WORKING BEFORE AND AFTER HOLIDAY. In order to receive holiday pay, the employee must work the business day before and after the holiday, or have scheduled PTO for those days in advance, or be unable to work because of a bona fide contracted illness or

injury or not be regularly scheduled to work those days. Exceptions may be approved on a case-by-case basis by the employee’s supervisor.

Section 7.7 HOLIDAY PAY FOR PART-TIME EMPLOYEES. Holiday pay shall be prorated for part-time employees based on the number of regularly scheduled hours per week. Part-time employees shall be paid for such holidays regardless of whether or not they are scheduled to work on a holiday.

Section 7.8 ALTERNATE HOLIDAYS. Employees whose traditions and culture celebrate holidays other than those noted in Section 5.1 may trade days with a minimum of two (2) weeks' prior notice to their supervisor.

ARTICLE 8

PAID TIME OFF (PTO)

Section 8.1 PAID TIME OFF (PTO). The Employer provides a PTO plan in which all eligible employees accrue PTO and may use it for the employee's own purposes including, but not limited to, vacation, education, medical and dental appointments, personal illness or injury, care of children, spouse/partner or parents, etc. Plymouth’s PTO plan is compliant with the City of Seattle’s Paid Sick and Safe Time Ordinance.

Section 8.1(a) ELIGIBILITY. Regular Full-Time Employees and Regular Part-Time Employees who are regularly scheduled to work thirty (30) hours or more per week are eligible to accrue PTO starting the first day of employment. Employees are eligible to use accrued PTO only after completing ninety (90) calendar days of employment.

Length of Service	Maximum Accrual per Year	Per 80 Hours Worked (Overtime does not generate PTO)
0 – 1 year (0-12 months)	20 days	6.160 hours
1 – 2 years (13-24 months)	21 days	6.480 hours
3 – 4 years (25-48 months)	23 days	7.120 hours
5 – 6 years (49-72 months)	28 days	8.640 hours
7+ years (73+ months)	33 days	10.160 hours

Section 8.2 PTO USE AND EXPIRATION. PTO shall be taken at a time mutually agreeable to the Employer and employee. While employees are encouraged to use PTO in the actual year it is accrued, up to a maximum of three hundred and twenty (320) hours of unused PTO hours for a given calendar year shall carry over to the following calendar year. Once the maximum is reached, any further accrual is suspended and only resumed after PTO accrual falls below 320 hours. Employees have access to the timekeeping system which records PTO accrual. It is the

employee's responsibility to monitor their PTO balance and determine if and when to request to use accrued PTO.

Requests to take PTO shall be submitted to the Employer a minimum of ten (10) days in advance for reasons that fall under the Paid Sick and Safe Time (PSST) Ordinance (see Employer PSST policy). All reasons for requests to take PTO that do not fall under the PSST Ordinance shall be submitted to the Employer a minimum of thirty (30) days in advance.

All requests to take PTO of any duration submitted by the employees throughout the year shall be considered on a first-come first-served basis. Requests for PTO shall be submitted per the Employer's policy and shall be responded to within seven (7) calendar days after receipt of the request.

The Employer will make every effort to honor a pre-approved PTO request. When all other coverage options are exhausted and the Employer determines that a cancellation is necessary, the Employer will work with the employee and work group to try to address unavoidable monetary and personal consequences. The Employer shall give the employee written notice of why a PTO request is being denied or revoked after initial Employer approval.

Section 8.3 PSST-RELATED PTO REQUESTS. PSST-related PTO requests may be made for the following reasons:

- An absence resulting from an employee's mental or physical illness, injury or health condition; to accommodate the employee's need for medical diagnosis care, or treatment of a mental or physical illness, injury or health condition; or an employee's need for preventive medical care;
- To allow the employee to provide care of a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; or care of a family member who needs preventive medical care;
- If Plymouth has been closed by order of a public official to limit exposure to an infectious agent, biological toxin or hazardous material;
- To accommodate the employee's need to care for a child whose school or place of care has been closed by order of a public official for such a reason;
- For the employee to attend to medical, legal, safety, housing, counseling needs and services for issues of domestic violence, sexual assault, or stalking, or for the employee to assist a family member with issues of domestic violence, sexual assault, or stalking.

Section 8.4 PTO CASH OUT. Upon termination, a maximum of 240 hours of PTO accrued will be cashed out on the employee's last paycheck.

ARTICLE 9

ADDITIONAL LEAVES

Section 9.1 FEDERAL FAMILY AND MEDICAL LEAVE ACT. Pursuant to state and federal law, employees who have been employed by the Employer for at least one (1) year, and who worked at least one thousand two hundred fifty (1250) hours during the twelve (12) month period immediately preceding the commencement of leave, are eligible to take Family Medical Leave for qualifying reasons. Qualifying reasons for FMLA leave include an employee's own serious health condition; the serious health condition of certain family members; the birth of a child; bonding with a newborn or newly adopted child, or newly placed foster child. FMLA leave will be provided and administered according to the federal law. Details can be found in the Employer's Family and Medical Leave policy.

Section 9.2 LEAVES PROVIDED BY APPLICABLE STATUTE. The Employer will apply the most liberal allowance under any state mandated leave provision including the Family Leave Act and any regulations regarding pregnancy and child birth related conditions. PHG supports healthy families and shall comply with applicable terms and conditions of all Washington State leave acts. The Employer will abide by any City, State or Federal mandated leave law including: abide by any state mandated leave law including:

1. Family and Medical Leave (29 U.C §2601 et seq., and RCW 49.78).
2. Family Care Act Leave (RCW 49.12.265).
3. Pregnancy Disability Leave (RCW 49.60).
4. Military Leave (RCW 73.16 and 39 USC §§ 4301 et.seq.).
5. Leave for Victims of Domestic Violence, Sexual Assault and Stalking (RCW 49.76).
6. Leave for Spouses of Deployed Military Personnel (RCW 49.77).
7. Leave for Certain Emergency Services Personnel (RCW 49.12.460).
8. Paid Safe and Sick Time (SMC 14.16).

Section 9.3 BEREAVEMENT LEAVE. Any regular employee suffering a death in the immediate family shall be allowed three (3) working days leave from work with pay, at the regular rate. Member of the immediate family is defined as father, father-in law, mother, mother-in law, sister, brother, wife, husband, son, daughter, stepchildren, grandparents or domestic partner. If the employee must travel 500 or more miles, they shall be granted a total of five (5) days leave from work, at the regular rate.

Section 9.3(a) TRAUMATIC EVENT LEAVE. An employee exposed to a traumatic event at work such as violent behavior or death of a client, shall be released from work with pay upon program manager or property manager approval for the remainder of the day, and up to one (1) additional day subject to the business needs of the Employer or tenant needs.

Section 9.4 JURY DUTY LEAVE AND PAY. The Employer shall provide the employee with a sufficient leave of absence from employment to serve as a juror when that employee is summoned. If an employee is required to respond to a summons for jury duty, or is selected to serve on jury duty, the employee may take up to ten (10) days of employer-paid jury duty leave. The Employer will grant unpaid jury duty leave if an employee is required to serve on jury duty for a longer time and exhausts employer-paid jury duty leave and PTO. An employee required to respond to a summons for jury duty should notify the supervisor as soon as possible after receiving the summons, but no less than two (2) weeks before the employee must report for jury duty.

Section 9.4(a). Leave for jury duty will be paid at the employee's usual rate of pay.

Section 9.4(b). If the employee is an On-Call employee, the employee will not receive employer-paid leave for jury duty.

Section 9.4(c). To receive employer-paid jury duty leave, the employee should provide documentation of the summons and the length of time the employee served.

Section 9.5 UNION SPONSORED EDUCATIONAL CONFERENCES AND WORKSHIPS. Employees may request time off to attend Union sponsored educational conferences and workshops in accordance with Plymouth's leave and PTO policies.

Section 9.6 LEAVE OF ABSENCE. In addition to the circumstances specified elsewhere in this Agreement, the Employer, in its discretion, may approve a leave of absence for the following reasons:

1. To accommodate an employee's physical or mental disability, when the Employer has determined that such leave is consistent with its obligations under applicable state and federal law;
2. To permit an employee to complete an educational program; and
3. Other circumstances, if approved by the Executive Director, or designee.

Such leaves of absence may be extended by the Employer on a monthly basis. The continuous service and seniority status of an employee shall not be affected or interrupted as a result of leaves of absence described in this Article; provided that, seniority shall not accrue during unpaid leaves of absence. Employees do not accrue Paid Time Off (PTO) while on any type of unpaid leave of absence.

Section 9.6(a) CONDITIONS APPLICABLE TO LEAVES OF ABSENCE. Employees must submit any request for a leave of absence in writing. Except as required by law, a request for a leave of absence must meet the following conditions:

1. The employee must have successfully completed the probationary period prior to requesting a leave of absence;

2. The employee must have a bona fide intention of returning to work following the leave;

Section 9.6(b) USE OF PAID LEAVE. The employee on an approved leave of absence must exhaust all available paid leave, including PTO, before the leave becomes unpaid. If an employee is collecting a portion of their pay from short-term disability they must supplement this with any accrued PTO.

Section 9.6(c) USE OF FAMILY MEDICAL LEAVE. The Employee will use accrued PTO for which the employee is eligible during family leave until their bank reaches 40 hours at which time they may elect to take leave without pay for the remainder of their eligible leave.

Section 9.6(d) CANCELLATION OF LEAVE OF ABSENCE. The Employer may immediately cancel a leave of absence if it establishes that the employee is using the leave for purposes other than those specified at time of approval. In situations where there are exigent circumstances requiring the employee's return to work, the Employer shall provide fifteen (15) calendar days' written notice to the employee that a leave of absence has been cancelled, reason for cancellation and shall set a date for the employee's return to work. Unless otherwise agreed or required by applicable law, the employee's failure to return to work on the date prescribed shall be considered job abandonment.

Section 9.7 BENEFITS DURING UNPAID FMLA LEAVE. During the period of FMLA Leave, the Employer shall continue to provide the same medical benefits for up to (3) three months. If the Employee wishes to maintain dependent coverage during their leave period, they must continue to pay their share of the dependent premium cost that they paid when the leave commenced. If an employee opts to drop insurance coverage during their leave, they will be subject to plan carriers' policies for re-enrolling when their leave ends. The Employer may recover the costs for continued coverage during FMLA leave from employee if employee does not return to work at the end of FMLA leave.

Section 9.8 BENEFITS DURING UNPAID LEAVE OF ABSENCE OTHER THAN FMLA LEAVE. An employee who has a) exhausted or is not eligible for FMLA leave and b) is on unpaid status and wishes to maintain medical benefits is responsible for paying the entire premium cost of his or her health insurance during an approved leave of absence. This is subject to carriers' policies regarding unpaid leave. If an employee opts to drop insurance coverage during their leave, they will be subject to plan carriers' policies for re-enrolling when their leave ends.

Section 9.9 REINSTATEMENT. Employees returning to work following an approved leave of absence will be returned to the position held prior to leave of absence or to an equivalent position; provided that in the event than an employee's position is eliminated during the time the employee is on leave, he or she will be notified and provided the time period specified in Section 4.3 (Notice of Layoff) in which to exercise any rights pursuant to the section.

ARTICLE 10

DEFINITIONS

Section 10.1 REGULAR FULL-TIME EMPLOYEE. A regular full-time benefited employee is one who is regularly scheduled to work forty (40) hours per week. A regular employee eligible for as described in Article 13 - Health and Welfare. An employee will be provided a written job description and a copy of the Union contract no later than the new employee orientation.

Section 10.2 REGULAR PART-TIME BENEFITED EMPLOYEE. A regular part-time employee is regularly scheduled to work an average of at least thirty (30) hours per week but less than a forty (40) hours per week. Part-time employees shall accrue Paid Time Off (PTO) and holiday pay on the same basis as a regular full-time employee prorated to the number of hours they are regularly scheduled to work per month. Part-time employees who work thirty (30) hours or more a week shall be entitled to benefits (if elected) as described in Article 13 HEALTH AND WELFARE.

Section 10.3 REGULAR PART-TIME UNBENEFITED EMPLOYEE. Regular Part-time unbenefited employees are regularly scheduled to work an average of less than thirty (30) hours per week. They are eligible for Paid Sick and Safe Time (PSST) in accordance with City of Seattle Ordinance SMC 14.16.

Section 10.4 LIVE IN EMPLOYEES. A Live-in employee is one that must reside in a designated unit of the Employer. A discounted rent shall be deducted from the Live-in's compensation. All annual wage increases, overtime, retirement contributions and all federal, state and local benefits shall be calculated using the live-in's full base wage.

Section 10.5 ON-CALL EMPLOYEES. An on-call employee is one that is hired to work on an intermittent basis throughout the year to cover workload fluctuations or employee absences and works an average of less than thirty (30) hours per week **and** at least forty-eight (48) hours per quarter. On-call employees may work on an indefinite intermittent basis but will not be used regularly to fill a regular position. On-call employees are not eligible for benefits, but shall accrue Paid Sick and Safe Time (PSST) in accordance with Article 8 and receive holiday pay if working Thanksgiving, Christmas or New Year's Day in accordance with this Agreement. On-call employees shall be given consideration over new hires in application for regular positions.

Section 10.6 TEMPORARY EMPLOYEES. Temporary employees may be hired on an intermittent basis throughout the year to cover workload fluctuations, emergency situations, employee absences or special projects of limited duration, not to exceed twelve (12) months. The Employer shall notify the Union in writing of all employees who are temporarily hired or on-call.

Temporary employees do receive holiday pay. They are eligible for Paid Sick and Safe Time (PSST).

Prior to the end of twelve (12) months, the Employer shall determine whether the position filled by a temporary employee will end or continue. If the position becomes permanent, the position



shall be posted subject to the three (3) day posting and seniority provisions of Article 6 of this Agreement. The employee selected shall become a regular employee and shall receive all benefits under this Agreement. The Employer shall notify the Union in writing if such positions are to be filled by a regular employee.

Section 10.7 NO DISPLACEMENT OF REGULAR EMPLOYEES. The Employer agrees that temporary and on-call employees shall not be hired for the purpose of displacing current regular full-time employees or avoiding filling full-time or regular part-time positions for longer than twelve (12) months. Regular employees shall have first right of refusal of overtime work.

Section 10.8 NON-EXEMPT EMPLOYEES. The Employer and the Union agree that non-exempt status for employees covered under this Agreement will be determined in compliance with the Fair Labor Standards Act and the Minimum Wage Act. A non-exempt employee is compensated for the number of hours worked. They shall be paid straight-time up to forty (40) hours per week. For hours in excess of forty (40) hours per week (beginning Sunday at midnight and ending Saturday at 11:59 p.m.) they shall be paid at a rate of one and one-half (1½) times the regular rate of pay. Time that is paid but not worked will not count as time worked for the purpose of determining and computing overtime. All overtime shall be approved in advance by the employee's immediate supervisor or designee.

Section 10.9 DOMESTIC PARTNERSHIP DEFINED. "Domestic Partnership" shall mean a partnership composed of two people who are:

- 18 years of age or older;
- Not married to anyone;
- Each other's sole domestic partner;
- Are not related to one another by blood in a manner that would bar their marriage in Washington State;
- Living together in a shared residence;
- Jointly responsible for basic living expenses.

## ARTICLE 11

### AUTOMATION OR SYSTEMS CHANGES

Section 11.1 LOSS OF POSITIONS. In cases where positions within the bargaining unit are abolished because of automation or system changes, employees will have the layoff rights set forth in Article 6 of the Contract.

Section 11.2 TRAINING. If the Employer believes that training to qualify for new positions within the bargaining units scope of work created as a result of automation can reasonably be accomplished through in-service training, the opportunity to participate in such training will be

offered at the Employer's expense to bargaining unit employees who request such training so that they can apply for such positions.

Section 11.3 TRAINING FOR JOB UPGRADES. If a job duty alters significantly because of changes imposed by regulation or licenser, the Employer will offer in-service training at the Employer's expense related to the requirements of the job, and will use its best efforts to ensure that the training sessions are available to all employees in such positions.

## ARTICLE 12

### HOURS OF WORK AND OVERTIME

Section 12.1 REGULAR HOURS. An employee's regularly scheduled hours are based on the position and current business needs. Where staffing allows, the Employer shall schedule employees for consecutive days off and to provide each employee with the same shift and same hours for each day within the same work schedule. An employee's schedule shall not exceed forty (40) hours in one week.

Section 12.2 OVERTIME. Overtime will be compensated at the rate of one and one-half (1½) times the straight-time hourly rate of pay for all time worked beyond forty (40) hours in a seven (7) day workweek (12:00 a.m. Sunday to 11:59 p.m. Saturday). Overtime will include shift differential if applicable. Time that is paid but not worked will not count as time worked for the purpose of determining and computing overtime.

Section 12.2(a). All overtime must be approved by the immediate supervisor or designee. Failure to obtain advance approval for overtime may result in corrective action.

Section 12.2(b). For overtime scheduled in advance, the Employer will first attempt to meet its overtime requirements on a voluntary basis by seniority within the job classification and job site. When insufficient volunteers are available, overtime will be assigned on an equitable seniority rotation basis, to employees within the classification and job site where the overtime is required. For unscheduled overtime, the Employer will first attempt to meet its overtime requirement on a voluntary basis by seniority from qualified employees within the job classification at work at the location where the overtime is required. When insufficient volunteers are available, overtime will be assigned by reverse seniority to the qualified employees within the job classification at work at the location where the overtime is required; however, the Employer may assign out of seniority order where an assignment would cause a hardship because of personal circumstances.

Section 12.3 CALCULATION OF EMPLOYEE TIME. Employee time will be paid rounded up or down to the nearest quarter of the hour.

Section 12.4 REPORT PAY. Report pay covers situations where employees are required to return to work on a day they already worked and went home, report to work on scheduled days off or report to work on PHG paid holidays. Non-exempt employees, except employees in Maintenance and Live In staff, called back to work shall receive a minimum of four (4) hours' pay at one and one-half (1½) times the regular rate. Employees in Maintenance called back to

work will be paid a minimum of two (2) hours pay at one and one-half (1½) times the regular rate. Report pay is not affected by an employee's use of PTO.

As part of their basic job duties described in their job description, Live In staff, if available, will report any tenant activities and building issues of concern observed during time-off; respond to building emergencies e.g., fire alarm and blackout and direct staff on-shift; and will assist staff upon request to provide back-up and/or show of force to maintain safety. If such activities result in overtime, Live In staff will be paid overtime per Section 12.2.

Section 12.4(a) REPORT PAY ON PLYMOUTH HOLIDAYS. Employees who are eligible for report pay in Section 12.4 and are ordered to work on a scheduled Plymouth holiday shall receive their holiday pay plus their report pay.

Section 12.5 FLEXIBLE SCHEDULE. When consistent with the job responsibilities and business needs, and approved in advance in writing by the employee's supervisor, an Employee's schedule may be flexed within a workweek to allow for variations in work, scheduling longer hours on a work day and shorter hours on another work day to keep that work week's hours to a maximum of 40 hours, or changing scheduled days off in advance of the work week. Flexed schedules do not result in Report Pay.

Section 12.6 TELEPHONE CONSULTATION. Employees, with the exception of Maintenance employee on-call and Live In staff, are not to be called for consultation by phone while away from work outside their work hours. When, in the event of an emergency situation, the Maintenance employee on-call is contacted by the work site for consultation by telephone, the time taken for the consultation is paid at the regular rate and the employee shall receive a minimum of thirty (30) minutes pay. Compensation for multiple communications for the same situation is included in the thirty (30) minutes unless the total exceeds thirty (30) minutes, then the employee is paid for the actual time spent at the regular rate.

As part of their basic job duties described in their job description, Live In staff may be called and will respond if available, if scheduled on-call back-up staff have been notified and are unavailable. If such activities result in overtime, Live In staff will be paid overtime per Section 12.2.

Section 12.7 WORK SCHEDULES. A fourteen (14) day work schedule will be posted at least seven (7) calendar days in advance of the effective date of the schedule. Except for compelling business reasons beyond the Employer's control, after the schedule is posted, individual assignment of hours of work during the period of the posting may only be changed by mutual agreement between the employee and Employer. Except by mutual agreement, the Employer will not change regularly scheduled hours of work for the purpose of avoiding overtime.

Section 12.8 NOTICE OF CHANGES IN WORK SITES. Where the Employer knows that a reassignment to a different Plymouth location is necessary based on business needs of the employer and will be a regular assignment, the Union and impacted employee(s) shall be notified in writing at least thirty (30) calendar days in advance. Such notice will not be required when the reassignment is motivated by a threat to the employee's safety by a tenant or a situation that prevents the employee from continuing to work at that location.

Section 12.9 DINNER PAY. An employee who is required by the Employer to work more than three (3) hours unscheduled beyond the end of their regular shift shall be provided with a meal or reimbursed up to \$15 for purchasing a meal, with appropriate receipt documentation. Overtime planned a day or more in advance does not qualify for meal pay.

Section 12.10 MEAL BREAKS. The established meal break will be 30 minutes. Employees will not be required to take their meal break until at least two hours after starting work, nor more than five hours after start time. Meal breaks will be unpaid except if the employee is providing front desk security and no other employees are available to provide relief, in which case the employee will have a paid 30-minute meal break at the front desk.

Section 12.11 BREAKS. A fifteen (15) minute paid rest period is allowed for every four (4) hours worked for all employees.

## ARTICLE 13

### HEALTH AND WELFARE

Section 13.1 INSURANCE COVERAGE. Regular full-time benefited employees and regular part-time benefited employees working at least thirty (30) hours or more per week are eligible to receive medical, dental, vision, short term and long term disability and group life insurance coverage through the Employer as selected by the Employer. Employees may choose to enroll eligible dependents (see Employer policy).

Insurance coverage will begin on the first day of the month following two (2) full months of employment.

The employee is responsible for a portion of their medical insurance premiums based on their pay rate:

Pay Rate:	Employee Premium Contribution:
Under \$13.00 per hour	\$10.00 per month
\$13.00 - \$22.71 per hour	\$20.00 per month
\$22.72 - \$30.30 per hour	\$30.00 per month

Section 13.1(a). For Employees hired prior to November 1, 2009, the Employer will pay 50% of insurance premiums for Employee-selected dependent coverage, and the Employee will pay 50% for dependent coverage premium.

Section 13.1(b). For Employees hired on or after November 1, 2009, the Employer will pay 25% of insurance premiums for Employee-selected dependent coverage, and the Employee will pay 75% of dependent coverage premium.

Section 13.2 EMPLOYEE ASSISTANCE PROGRAM. All Plymouth employees and their eligible family members (see Employer policy) are eligible to use the Employee Assistance Program (EAP). The Employer will pay the full cost of the EAP program for eligible employees and eligible family members for the duration of the contract.

Section 13.3 LONG TERM DISABILITY INSURANCE. All regular part time benefitted employees and regular full time benefitted employees will receive long term disability insurance. The Employer will pay the full cost of the long term disability insurance for eligible employees for the duration of the contract.

Section 13.4 SHORT TERM DISABILITY INSURANCE. All regular part time benefitted employees and regular full time benefitted employees will receive short term disability insurance paid by the Employer for the duration of this Agreement.

Section 13.5 GROUP LIFE INSURANCE. All regular part time benefitted employees and regular full time benefitted employees will receive group life insurance. The Employer will pay the full cost of the group life insurance for the employee, their spouse and dependent children for the duration of the contract.

Section 13.6 TRANSPORTATION. The Employer participates in the King County Metro Orca Pass program. All regular part time benefitted employees and regular full time benefitted employees may elect to participate in the program. Employees will have the cost deducted from each paycheck on a pre-tax basis. Employer is responsible for 50% of the cost of the pass for the duration of the contract.

## ARTICLE 14

### PAYROLL DEDUCTIONS

Section 14.1 POLITICAL CONTRIBUTIONS. The OPEIU Local 8 Political Action Fund works to promote and protect the rights of working families. No Union dues are contributed to political candidates or issue campaigns. Employees may make contributions to the Union Political Action Fund directly to the OPEIU Local 8 office.

Section 14.2 HARDSHIP FUND CONTRIBUTIONS. The OPEIU Local 8 Hardship Fund provides assistance to Local 8 Members experiencing an immediate, severe and temporary financial situation due to an emergency. Hardship Fund applications are available on the OPEIU Local 8 website. Employees may make contributions to the Hardship Fund directly to the Union office.

## ARTICLE 15

### COMPENSATION

Section 15.1 BASE HOURLY WAGES. Base hourly wages for employees in the bargaining unit shall be in accordance with the schedule set forth in Appendix "A."

Section 15.1(a) PLACEMENT OF CURRENT EMPLOYEES AT CONTRACT RATIFICATION. Upon Contract ratification, current employees will be placed on the wage schedule in Appendix "A" by going to the step closest to the employee's current hourly rate (the full rate of Live In pay), rounding up and advance one (1) step for every three (3) full years of service with the Employer. If an employee has separated and been rehired to the organization within one (1)

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year, their service prior to the separation will be included in their placement calculation; the employment gap will not be included in their placement calculation.

Any employee whose wages are higher than the highest step on the wage schedule, will maintain their current rate of pay.

Any employee whose wages are higher than the highest step on the wage schedule, will maintain their current rate of pay.

Section 15.1(b) ANNUAL WAGE INCREASES. Effective January 1, 2017, a general wage increase of two percent (2%) will be applied to all bargaining unit employee's rate of pay and to the wage scale.

Effective January 1, 2018, a general wage increase of two percent (2%) will be applied to all bargaining unit employee's rate of pay and to the wage scale.

Effective January 1, 2019, a general wage increase of two percent (2%) will be applied to all bargaining unit employee's rate of pay and to the wage scale.

Section 15.1(c) STEP PROGRESSION. Bargaining unit employees shall advance one (1) step on their first full pay period of the employee's anniversary month of working in the bargaining unit. Any employee at the top of the wage scale shall thereafter receive a lump sum bonus of two percent (2%) of their yearly wage on their anniversary date of working in the bargaining unit and will remain at the top of the scale for each year thereafter for the duration of this Agreement.

Any employee whose wages are higher than the highest step on the wage schedule shall receive on the first full pay period of the employee's anniversary month of working in the bargaining unit, in lieu of a step increase, a lump sum bonus equal to two percent (2%) of their yearly wage. Such employees will be entitled to such lump sum bonus payments until such time as general wage increases cause the top step of the wage scale to be equal to or greater than the employee's wage rate. If when evaluated, their wage is equal to or lower than the top wage on the scale, they will be placed at the top wage on the scale on the first full pay period of the employee's anniversary month of working in the bargaining unit.

Section 15.1(d) NIGHT DIFFERENTIAL. Employees working night hours (12:00 a.m. – 8:00 a.m.) shall receive fifty cents (\$0.50) per hour in addition to the straight-time hourly rate of pay for hours worked on such shift. An employee shall be paid the appropriate shift differential for actual hours worked.

Section 15.1(e) WEEKEND DIFFERENTIAL. Employees working weekend hours (12:00 a.m. on Saturday morning and ending at 11:59 p.m. on Sunday night) shall receive fifty cents (\$0.50) per hour in addition to the straight-time hourly rate of pay for hours worked on such shift. An employee shall be paid the appropriate shift differential for actual hours worked.

Section 15.2 LIVE IN STAFF COMPENSATION. Effective at the start of this Contract, Live In staff wage rates will reflect inclusion of the value of the rent for their unit. Rent calculation and

rent adjustment is based on Section 15.2(a). Rent for their unit will be collected via payroll deduction by the Employer.

Section 15.2(a) RENT FOR LIVE IN STAFF. Employees required to live on site will pay rent in accordance with the following guidelines:

1. Live In employees will be charged sixty percent (60%) of the housing value for their unit for the duration of this Agreement.
2. Housing values for Live In units will be reviewed and adjusted annually at the start of the organization's fiscal year.
3. Adjustments to housing values for Live In units will be based on the annual City of Seattle Office of Housing's percent change in published rent limits for studio and one (1) bedroom units for fifty percent (50%) AMI one (1) person households.
4. Live In staff who are on unpaid leave exceeding twenty-one (21) days will be responsible for one-hundred percent (100%) of their housing value. Such rent will be due according to their lease.

Section 15.3 ON-CALL EMPLOYEE WAGE RATES. Effective the first full pay period on or after every January 1, On-call employees who have worked at least five hundred (500) hours during the previous calendar year will be eligible for a longevity increment (step increase) on their anniversary date in the new year.

Section 15.4 HOLIDAY BONUS. Bargaining unit employees will receive the same holiday bonus as non-represented employees.

Section 15.5 PARKING TICKETS INCURRED WHILE COMPLETING JOB DUTIES. When an employee performing time-sensitive business duties is unable to timely return to a vehicle legally parked in a commercial loading zone or metered parking stall, the employer will pay the fine for the parking infraction.

Section 15.6 NEW SALARY RANGES. New salary ranges created for Union positions during the term of the Agreement will be subject to negotiations with the Union.

Section 15.7 COMBINED CLASSIFICATIONS. If an employee does any combination of the above described classifications, the salary shall be prorated based upon the amount of time allocated to each classification.

Section 15.8 TRAVEL REIMBURSEMENT. Employees who travel for the Employer's business shall receive compensation equal to the current published IRS mileage rate.

Section 15.9 AUTO INSURANCE. Employees who travel for the Employer are required to have a Washington State Driver's License and personal auto insurance that meets the minimums required by the State of Washington for automobile insurance. The Employer will maintain a policy of business auto insurance which provides for the payment of excess liability amounts over and above the coverage provided by the employee's insurance policy.

ARTICLE 16

RETIREMENT

The Employer shall pay contributions of five (5%) of each participant's gross pay into the Employer's 403(b) Retirement Plan account of each employee. No Employer pension contributions will be made for new hires until after working 1,000 hours. The Employer shall submit contributions to the employee account once a month.

Eligibility will be confirmed each calendar year and will be based on plan eligibility requirements.

ARTICLE 17

NON-DISCRIMINATION

The Union and Employer agree that there shall be no unlawful discrimination against any employee in matters of hiring, training, promotion, transfer, layoff, or discharge because of union membership status or activity, race, creed, color, age, use of a service animal, veteran status, active military service, public breast-feeding, political ideology, disability, national origin, sex, sexual orientation, gender identity, genetic information, marital status, parental status, or any characteristic protected by law. The parties also agree with the principle of equal pay for equal work.

ARTICLE 18

SEPARABILITY

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 decrees, 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 19

SUCCESSORS

In the event of a sale or transfer of a program or project to another entity, the Employer and the Union will make good faith efforts to maintain transparency and timely communication throughout the process to minimize the potential adverse impacts, direct or indirect, on clients, staff and the organization. In particular, the parties will use good faith efforts to adhere to the following guidelines:

1. The Employer will inform represented employees of potential sale or transfer at least ninety (90) calendar days in advance of execution of sale or transfer.



2. The Union and the Employer shall meet to negotiate the effects of any potential sale or transfer that will impact the future of employees.
3. The Employer will inform the potential buyer or transferee of the existence of this agreement and encourage the employer to adopt similar conditions in the interest of preserving a high quality workforce.
4. The Employer will make every effort to sell or transfer operations to an entity that will preserve the organizational mission of the Employer including the value of the rapport built by staff with clients.

None of the above shall constitute encumbrances or restrictions on negotiation with a potential buyer, or any final sale or transfer.

## ARTICLE 20

### GRIEVANCE/ARBITRATION PROCEDURE

Section 20.1 Purpose. The purpose of this procedure is to provide a process for the prompt and fair resolution of grievances. This Grievance Procedure does not preclude and, in fact, encourages the employee to attempt to discuss or resolve a dispute or complaint prior to the filing of a formal grievance. Further, in instances where a grievance is filed, it is the intent of both parties that grievances shall be settled and remedied at the lowest possible step and that all procedures set forth herein shall be complied with as expeditiously as possible.

Section 20.2 Definition of Grievances. A grievance is a dispute between the Employer and the Union, on its own behalf or on behalf of an employee(s), over an alleged violation, misinterpretation or misapplication of this Agreement.

Section 20.3 Time Limits. Time limits within the grievance procedure may be waived or extended by the mutual agreement of both Parties.

Section 20.4 Submission of Grievances and Responses.

Section 20.4(a). All grievances and requests for arbitration must be submitted to the Employer's Human Resources Office, by hard copy, or electronic mail. Employer responses will be submitted to the Union's business office using any of the means listed above.

Section 20.4(b). Grievances shall include the following:

1. the specific term(s) of the Agreement allegedly violated, misinterpreted, or misapplied;
2. the date on which the alleged grievance occurred; and
3. the remedy sought.

Section 20.4(c). The Employer and the Union shall supply each other with requested information needed to facilitate the processing of the grievance. Meetings to discuss any grievance shall be scheduled at mutually convenient times.

Section 20.5 Process.

- a) Step 1. The employee and/or Shop Steward and/or Union Representative shall submit the grievance within fourteen (14) calendar days of the day the employee(s) or the Union knew or reasonably should have known of the event(s) giving rise to the grievance. The direct supervisor shall respond to the grievance in writing within fourteen (14) calendar days after receipt.
- b) Step 2. Should Step 1 fail to resolve the grievance, within fourteen (14) calendar days following receipt of the Step 1 response, the Union may advance the written grievance to the Department Director for his or her consideration. The Department Director shall respond in writing to the grievance within fourteen (14) calendar days after receipt of the Step 2 grievance.
- c) Step 3. Should Step 2 fail to resolve the grievance, within fourteen (14) calendar days following receipt of the Step 2 response, the Union may advance the written grievance to the Deputy Director for his or her consideration. The Deputy Director shall respond in writing to the grievance within fourteen (14) calendar days after receipt of the Step 3 grievance.
- d) Mediation. If no resolution of the grievance occurs at Step 3, either party within fourteen (14) calendar days following the written answer from the Deputy Director may request a mediator from the Federal Mediation and Conciliation Service (FMCS) or other mutually agreed upon mediator.
- e) Arbitration. If the grievance is not settled in Step 3 or after completing the mediation process, the Union may refer the issue to binding arbitration by written request within twenty-eight (28) calendar days following the refusal to mediate or after the mediation process is concluded, stating the issue to be arbitrated. The parties will attempt to select a disinterested party to serve as arbitrator. The expenses and fees of the mediator and the cost (if any) of mediation facilities will be shared equally between the parties. Each party is responsible for the costs of its staff representatives, attorneys, and all other costs related to the mediation.
- f) Arbitrator Selection. In the event the Employer and the Union are unable to agree upon an arbitrator within fourteen (14) calendar days from the date of either party's request for arbitration, the moving party will request and pay the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service to name a panel of eleven (11) qualified and approved arbitrators from either the States of Washington, Oregon and/or Idaho. The parties will then choose the arbitrator by alternately striking a name from the list until one name remains, with the moving party striking the first name. Once an arbitrator is selected, the moving party must within ten (10) calendar days contact the arbitrator to arrange for a mutually convenient hearing date. By mutual agreement the matter may be referred to Expedited Arbitration.

Any decisions within the jurisdiction of the arbitrator will be final and binding upon the parties. The parties agree to make available to each other reasonably pertinent data as may be necessary to adequately examine the circumstances surrounding the grievance. The arbitrator will have authority to interpret the terms of the Agreement, but will not have the authority to function outside the terms of this Agreement, or to decide any issues not submitted. The arbitrator will not give any decision which modifies, revises, detracts from or adds to any terms or provisions of this Agreement. The arbitrator shall issue a written decision to the parties within thirty (30) calendar days after the close of the hearing(s) or the submission of post-hearing briefs, whichever is later.

The expense and fee of the arbitrator will be equally shared by the Employer and the Union. All other expenses, including but not limited to legal fees, deposition costs, witness fees and any and every other cost related to the presentation of a party's case will be borne by the party incurring them, and neither party will be responsible for the expenses, including wages, of witnesses called by the other party.

## ARTICLE 21

### NO STRIKE NO LOCK OUT

Section 21.1 NO STRIKE. During the life of this Agreement, the Union, its officials, representatives, agents and members, and each employee covered by this Agreement, will not authorize, sanction, cause, call, encourage, assist, threaten or engage in any strike (including sympathy strikes), sit-down, stay-in, walkout, work stoppage, refusal to report for work (such as a concerted mass sickness), slowdown (including working to-rule), refusal to perform any portion of jobs, curtailment of work, protest in sympathy with striking workers (such as refusing to cross picket lines at Plymouth Housing Group's buildings or elsewhere to perform work for Plymouth Housing Group or refusing to perform work normally performed by striking workers), boycott, picketing or any other restriction, or interruption or interference with Plymouth Housing Group's operations. The Union will use its best efforts to curtail any activity covered by this Article.

Section 21.2 NO LOCKOUT. The Employer shall not engage in a lockout of employees during the term of this Agreement.

## ARTICLE 22

### HEALTH AND SAFETY

Section 22.1 HEALTH AND SAFETY. The Employer is responsible for providing employees with all necessary training on workplace health and safety. The Employer shall provide staff with an environment that meets the health and safety standards established by local, state, and federal law and regulations. The Employee is responsible for reporting unsafe work environments on the day the unsafe condition is identified. Reporting will include leaving a message on the supervisor's voicemail, and complying with all Employer safety standards, policies and procedures. The Employer shall provide all employees with clinically necessary and legally required safety equipment, including gloves, masks or other personal protective equipment, as the situation requires, at no cost to the Employee. The Employer and Employee further agree to comply with all applicable health and safety laws and regulations.

Section 22.2 ACCOMMODATION. The Employer will provide workplace accommodations for employees with disabilities according to the requirements of local, state, and federal law.

Section 22.3 INFECTIOUS DISEASES. Employees should practice universal precautions at all times in accordance with Employer procedures. The Employer will maintain procedures regarding Universal Precautions for Blood Borne Pathogens and Tuberculosis Detection and Prevention. In accordance with these procedures, an unprotected staff person who is exposed to body fluids or occupationally exposed to clients with active tuberculosis must immediately report the exposure to their supervisor and their health care provider. Employees must obtain necessary medical treatment as soon as possible. Payment of medically necessary testing and treatment for workplace related exposure will be handled through Washington State Industrial Insurance Act.

Section 22.4 COST OF TESTING AND TREATMENT. The Employer shall pay up to \$250 per calendar year per employee for any costs incurred by the employee associated with getting Employer approved testing or treatment due to proven occupational exposure to an infectious disease that is not covered by Industrial Insurance or any applicable employee medical insurance. The Employer will offer at no cost to the employee Hepatitis A and B vaccinations within seventy-two (72) hours or as required by law of the employee's proven occupational exposure to Hepatitis A or B. Employees may receive, upon request, flu shots as prescribed by medical standards at no cost to the employee through the Employer-sponsored health plan or through other community options for flu vaccinations that may be available.

Section 22.5 SAFETY COMMITTEE. The Safety Committee will fulfill the responsibilities of workplace safety committees as determined by applicable laws and regulations. The Safety Committee will promote agency wide efforts to support the health and safety of clients and employees through review, improvement and development of safety policies and procedures. The Safety Committee will meet once monthly up to ninety minutes. Participation by committee members in the meetings will be considered time worked.

A Safety Committee shall consist of an equal number of Employer and Union employee representatives. Employees representing bargaining unit employees can self-nominate to serve on the Committee and an election will be held. If there is an employee-elected member vacancy, a new member must be elected prior to the next scheduled meeting.

## ARTICLE 23

### TERMINATION AND RENEWAL

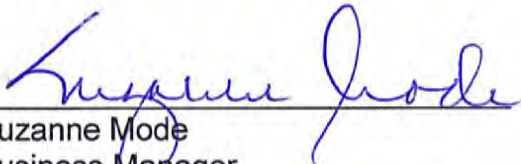
This Agreement shall be in full force and effect until October 31, 2019, and shall continue in effect from year to year thereafter unless either party gives notice, in writing, at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such Agreement; provided that, in the event the Union serves written notice in accordance with this Section, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provision of this Agreement, any other provision to the contrary notwithstanding.

COLLECTIVE BARGAINING AGREEMENT  
OPEIU LOCAL 8 – PLYMOUTH HOUSING GROUP


EXECUTED at Seattle, Washington this 12<sup>th</sup> day of October 2016.

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

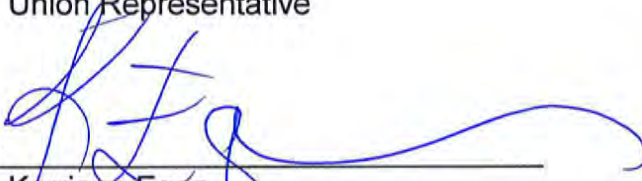
PLYMOUTH HOUSING GROUP

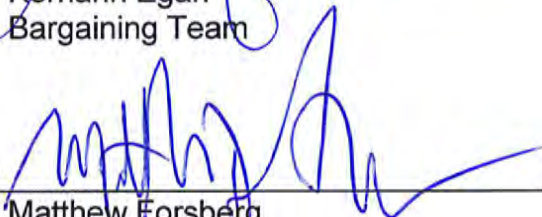
By   
Suzanne Mode  
Business Manager

By   
Paul Lambros  
Executive Director


By   
Diane Arnold  
Union Representative

By   
John McHale  
Board President

By   
Kerriann Egan  
Bargaining Team

By   
Matthew Forsberg  
Bargaining Team

By   
Clemon Smith  
Bargaining Team

By   
John Stein  
Bargaining Team

## Appendix "A" Plymouth Housing Group Wage Schedule

	Base	1	2	3	4	5	6	7	8	9	10
Assistant Manager - CWL	16.00	16.16	16.32	16.48	16.64	16.81	16.98	17.15	17.32	17.49	17.66
Building Assistant LI	14.23	14.37	14.51	14.66	14.81	14.96	15.11	15.26	15.41	15.56	15.72
Building Assistant LO	14.23	14.37	14.51	14.66	14.81	14.96	15.11	15.26	15.41	15.56	15.72
Building Coordinator LI	16.00	16.16	16.32	16.48	16.64	16.81	16.98	17.15	17.32	17.49	17.66
Building Coordinator LO	16.00	16.16	16.32	16.48	16.64	16.81	16.98	17.15	17.32	17.49	17.66
Housing Case Manager	17.00	17.17	17.34	17.51	17.69	17.87	18.05	18.23	18.41	18.59	18.78
Janitor	14.75	14.90	15.05	15.20	15.35	15.50	15.66	15.82	15.98	16.14	16.30
Janitor SRO	15.45	15.60	15.76	15.92	16.08	16.24	16.40	16.56	16.73	16.90	17.07
Maintenance Coordinator	17.50	17.68	17.86	18.04	18.22	18.40	18.58	18.77	18.96	19.15	19.34
Maintenance Lead	20.00	20.20	20.40	20.60	20.81	21.02	21.23	21.44	21.65	21.87	22.09
Maintenance Technician I	14.75	14.90	15.05	15.20	15.35	15.50	15.66	15.82	15.98	16.14	16.30
Maintenance Technician II	18.50	18.69	18.88	19.07	19.26	19.45	19.64	19.84	20.04	20.24	20.44
Senior Building Assistant LI CWL	14.75	14.90	15.05	15.20	15.35	15.50	15.66	15.82	15.98	16.14	16.30
Tenant Support Aide	14.23	14.37	14.51	14.66	14.81	14.96	15.11	15.26	15.41	15.56	15.72
On - Call	14.23	14.37	14.51	14.66	14.81	14.96	15.11	15.26	15.41	15.56	15.72
On-Call Janitor	14.75	14.90	15.05	15.20	15.35	15.50	15.66	15.82	15.98	16.14	16.30

1. Current Employee placement on the wage scale: Beginning the 1st full pay period following contract ratification, go to the step closest to one's current hourly rate, rounding up and advance 1 step for every 3 full years with Plymouth.
2. On January 1 of each year of this contract beginning 2017, the wage scale will increase by 2%. This new scale will be the active wage scale for the year. Effective the first full pay period of an employee's anniversary month, the employee will advance one (1) step.
3. The basis for placement of current Live In staff and wages for new Live In staff includes rent.
4. Upon promotion into a new position, staff will be placed at the beginning of the scale in the new classification.

**Appendix "A"**  
**Plymouth Housing Group Wage Schedule**

**Effective 1/1/17:**

	Base	1	2	3	4	5	6	7	8	9	10
Assistant Manager - CWL	16.32	16.48	16.65	16.81	16.97	17.15	17.32	17.49	17.67	17.84	18.01
Building Assistant LI	14.51	14.66	14.80	14.95	15.11	15.26	15.41	15.57	15.72	15.87	16.03
Building Assistant LO	14.51	14.66	14.80	14.95	15.11	15.26	15.41	15.57	15.72	15.87	16.03
Building Coordinator LI	16.32	16.48	16.65	16.81	16.97	17.15	17.32	17.49	17.67	17.84	18.01
Building Coordinator LO	16.32	16.48	16.65	16.81	16.97	17.15	17.32	17.49	17.67	17.84	18.01
Housing Case Manager	17.34	17.51	17.69	17.86	18.04	18.23	18.41	18.59	18.78	18.96	19.16
Janitor	15.05	15.20	15.35	15.50	15.66	15.81	15.97	16.14	16.30	16.46	16.63
Janitor SRO	15.76	15.91	16.08	16.24	16.40	16.56	16.73	16.89	17.06	17.24	17.41
Maintenance Coordinator	17.85	18.03	18.22	18.40	18.58	18.77	18.95	19.15	19.34	19.53	19.73
Maintenance Lead	20.40	20.60	20.81	21.01	21.23	21.44	21.65	21.87	22.08	22.31	22.53
Maintenance Technician I	15.05	15.20	15.35	15.50	15.66	15.81	15.97	16.14	16.30	16.46	16.63
Maintenance Technician II	18.87	19.06	19.26	19.45	19.65	19.84	20.03	20.24	20.44	20.64	20.85
Senior Building Assistant LI CWL	15.05	15.20	15.35	15.50	15.66	15.81	15.97	16.14	16.30	16.46	16.63
Tenant Support Aide	14.51	14.66	14.80	14.95	15.11	15.26	15.41	15.57	15.72	15.87	16.03
On - Call	14.51	14.66	14.80	14.95	15.11	15.26	15.41	15.57	15.72	15.87	16.03
On-Call Janitor	15.05	15.20	15.35	15.50	15.66	15.81	15.97	16.14	16.30	16.46	16.63

**Appendix "A"**  
**Plymouth Housing Group Wage Schedule**

**Effective 1/1/18:**

	Base	1	2	3	4	5	6	7	8	9	10
Assistant Manager - CWL	16.65	16.81	16.98	17.15	17.31	17.49	17.67	17.84	18.02	18.20	18.37
Building Assistant LI	14.80	14.95	15.10	15.25	15.41	15.57	15.72	15.88	16.03	16.19	16.35
Building Assistant LO	14.80	14.95	15.10	15.25	15.41	15.57	15.72	15.88	16.03	16.19	16.35
Building Coordinator LI	16.65	16.81	16.98	17.15	17.31	17.49	17.67	17.84	18.02	18.20	18.37
Building Coordinator LO	16.65	16.81	16.98	17.15	17.31	17.49	17.67	17.84	18.02	18.20	18.37
Housing Case Manager	17.69	17.86	18.04	18.22	18.40	18.59	18.78	18.96	19.16	19.34	19.54
Janitor	15.35	15.50	15.66	15.81	15.97	16.13	16.29	16.46	16.63	16.79	16.96
Janitor SRO	16.08	16.23	16.40	16.56	16.73	16.89	17.06	17.23	17.40	17.58	17.76
Maintenance Coordinator	18.21	18.39	18.58	18.77	18.95	19.15	19.33	19.53	19.73	19.92	20.12
Maintenance Lead	20.81	21.01	21.23	21.43	21.65	21.87	22.08	22.31	22.52	22.76	22.98
Maintenance Technician I	15.35	15.50	15.66	15.81	15.97	16.13	16.29	16.46	16.63	16.79	16.96
Maintenance Technician II	19.25	19.44	19.65	19.84	20.04	20.24	20.43	20.64	20.85	21.05	21.27
Senior Building Assistant LI CWL	15.35	15.50	15.66	15.81	15.97	16.13	16.29	16.46	16.63	16.79	16.96
Tenant Support Aide	14.80	14.95	15.10	15.25	15.41	15.57	15.72	15.88	16.03	16.19	16.35
On - Call	14.80	14.95	15.10	15.25	15.41	15.57	15.72	15.88	16.03	16.19	16.35
On-Call Janitor	15.35	15.50	15.66	15.81	15.97	16.13	16.29	16.46	16.63	16.79	16.96



## Appendix "A" Plymouth Housing Group Wage Schedule

**Effective 1/1/19:**

	Base	1	2	3	4	5	6	7	8	9	10
Assistant Manager - CWL	16.98	17.15	17.32	17.49	17.66	17.84	18.02	18.20	18.38	18.56	18.75
Building Assistant LI	15.10	15.25	15.40	15.55	15.71	15.87	16.03	16.19	16.35	16.51	16.68
Building Assistant LO	15.10	15.25	15.40	15.55	15.71	15.87	16.03	16.19	16.35	16.51	16.68
Building Coordinator LI	16.98	17.15	17.32	17.49	17.66	17.84	18.02	18.20	18.38	18.56	18.75
Building Coordinator LO	16.98	17.15	17.32	17.49	17.66	17.84	18.02	18.20	18.38	18.56	18.75
Housing Case Manager	18.04	18.22	18.40	18.58	18.77	18.96	19.15	19.34	19.53	19.73	19.93
Janitor	15.66	15.82	15.98	16.14	16.30	16.46	16.62	16.79	16.96	17.13	17.30
Janitor SRO	16.40	16.56	16.73	16.90	17.07	17.24	17.41	17.58	17.76	17.94	18.12
Maintenance Coordinator	18.57	18.76	18.95	19.14	19.33	19.52	19.72	19.92	20.12	20.32	20.52
Maintenance Lead	21.23	21.44	21.65	21.87	22.09	22.31	22.53	22.76	22.99	23.22	23.45
Maintenance Technician I	15.66	15.82	15.98	16.14	16.30	16.46	16.62	16.79	16.96	17.13	17.30
Maintenance Technician II	19.64	19.84	20.04	20.24	20.44	20.64	20.85	21.06	21.27	21.48	21.69
Senior Building Assistant LI CWL	15.66	15.82	15.98	16.14	16.30	16.46	16.62	16.79	16.96	17.13	17.30
Tenant Support Aide	15.10	15.25	15.40	15.55	15.71	15.87	16.03	16.19	16.35	16.51	16.68
On - Call	15.10	15.25	15.40	15.55	15.71	15.87	16.03	16.19	16.35	16.51	16.68
On-Call Janitor	15.66	15.82	15.98	16.14	16.30	16.46	16.62	16.79	16.96	17.13	17.30

MEMORANDUM OF UNDERSTANDING  
Between  
Plymouth Housing Group  
and  
Office and Professionals Employees International Union, Local 8  
With respect to  
Section 15.2 – Rent for Live In Staff

Plymouth Housing Group ("PHG") and Office and Professionals Employees International Union, Local 8, ("OPEIU") reached an agreement in Section 15.2 of the current collective bargaining agreement (effective October 12, 2016 to October 31, 2019) regarding Rent for Live In Staff:

Rent Increase: PHG believes that increasing rent effective January 1, 2017, as agreed by OPEIU and PHG, will introduce a level of added stress to the live in staff in our buildings because of a) implementation of rent deduction effective November 2016, and b) Union dues deductions beginning on February 12, 2017. PHG and OPEIU have agreed to postpone the rent increase until July 1, 2017.

PHG will notify live in staff that the rent increase for 2017 will take place on July 1, 2017.

On July 1, 2017, the rent increase will be 1% based on the criteria stated in Section 15.2(a) Part 3 of the collective bargaining agreement.

Future Increases: For the remaining years of the contract, PHG will increase rent as outlined in Section 15.2 – Rent for Live In Staff.

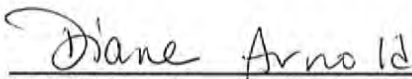
Agreed this 3<sup>rd</sup> day of February, 2017

For PLYMOUTH HOUSING GROUP ("PHG")



\_\_\_\_\_  
Tammie Schacher  
Chief Administrative Officer

For OFFICE AND PROFESSIONALS EMPLOYEES  
INTERNATIONAL UNION, LOCAL 8, ("OPEIU")



\_\_\_\_\_  
OPEIU Local 8  
Union Representative

2/3/17

**MEMORANDUM OF UNDERSTANDING**

**Between**

**Plymouth Housing Group**

**and**

**Office and Professional Employees International Union, Local 8**

Plymouth Housing Group ("PHG"), the Employer and Office and Professional Employees International Union, Local 8, ("OPEIU"), the Union mutually agree to the following change to our collective bargaining agreement:

Section 12.5 FLEXIBLE SCHEDULE. When consistent with the job responsibilities and business needs, and approved in advance in writing by the employee's supervisor, an Employee's schedule may be flexed within a workweek to allow for variations in work, scheduling longer hours on a work day and shorter hours on another work day to keep that work week's hours to a maximum of 40 hours, or changing scheduled days off in advance of the work week. Flexed schedules do not result in Report Pay.

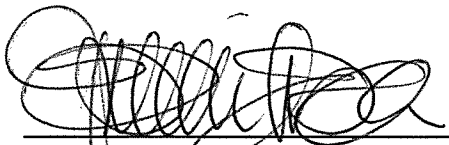
An Employee with a regular schedule that is not eligible for night or weekend differentials, but who requests and is approved for a flexible schedule with work hours during differential eligible night or weekend hours, will not be eligible for the night or weekend differential.

Employees required by the Employer to work during the weekend and/or night hours per Sections 15.1(d) and 15.1(e) will receive the appropriate differentials.

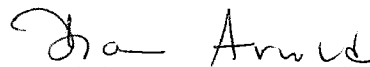
Agreed this 29<sup>th</sup> day of June, 2017.

**For PLYMOUTH HOUSING GROUP ("PHG")**

**For OFFICE AND PROFESSIONAL  
EMPLOYEES INTERNATIONAL UNION  
LOCAL 8, ("OPEIU")**



Tammie Schacher  
Chief Administrative Officer



Diane Arnold  
Union Representative

Date 6.29.17

Date 6/29/17