



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

**BETWEEN**

**SEATTLE HOUSING AUTHORITY**

**and**

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

**FOR THE PERIOD OF**

**January 1, 2016 THROUGH DECEMBER 31, 2018**

**COLLECTIVE BARGAINING AGREEMENT  
SEATTLE HOUSING AUTHORITY AND OPEIU LOCAL 8**

**TABLE OF CONTENTS**

	<u>PAGE</u>
Annual Leave .....	11
Benefits .....	29
Compensation .....	37
Definitions .....	3
Dispute Resolution .....	26
Education and Training .....	31
Employee Assistance .....	31
Employment Practices.....	19
Health and Safety.....	37
Holidays .....	10
Hours of Work .....	5
Layoff .....	32
Leave of Absence .....	14
Memoranda of Understanding .....	41-45
Non-discrimination .....	5
Retirement.....	31
Seniority .....	25
Separability .....	37
Sick Leave.....	13
Termination and Renewal .....	40
Union/Management Relations .....	1

# COLLECTIVE BARGAINING AGREEMENT

## SEATTLE HOUSING AUTHORITY

THIS AGREEMENT, including previously executed attached Memoranda of Understanding are made and entered into at Seattle, Washington effective this 1st day of January 2016, by and between THE SEATTLE HOUSING AUTHORITY, hereinafter referred to as the EMPLOYER, and OFFICE AND PROFESSIONAL EMPLOYEES UNION LOCAL NO. 8 hereinafter referred to as the UNION. The parties hereto mutually agreed as follows:

### ARTICLE 1

#### UNION/MANAGEMENT RELATIONS

**Section 1.1 - Union Recognition** The Employer recognizes the Union as the exclusive collective bargaining agent for all regular full-time and regular part-time employees of the Seattle Housing Authority working in positions that were in Grades 1 through 12 at the time of certification of the Union, and are in Grades 12 through 42 as of the date of the signing of this Agreement. This excludes any represented employees in another bargaining unit, confidential employees, supervisors and all other employees.

**Section 1.2 - Union Coverage** The Employer shall notify the Union within thirty (30) days of the establishment of any new position in the appropriate department. Inclusion or exclusion from the bargaining unit described herein shall, absent agreement, be subject to a decision of the Public Employment Relations Commission. The Union and the Employer shall negotiate over rate of pay for all new positions included in the bargaining unit prior to posting.

**Section 1.3 - Union Security and Membership** It shall be a condition of employment that all employees covered by this Agreement shall, on or before the thirtieth (30th) day following the date of hire or rehire, or upon ratification of this Agreement, become and remain Union members in good standing in the Union, unless RCW 41.56.122(1) applies. The Employer shall suspend, at the Union's request, any employee who fails to become and remain a member in good standing, or, if RCW 41.56.122(1) applies, fails to comply and remain in compliance with the provisions of that statute. The Union agrees to indemnify, defend and hold the Employer harmless from all claims that may arise out of application of this section and Section 1.4. The amount of Union dues or fees shall not include contributions to candidates for political office.

**Section 1.4 - Payroll Deduction of Dues** Any employee may request that the monthly Union dues be deducted by the Employer from their pay by giving the Employer prior written authorization to do so. Such amount deducted shall be forwarded by the Employer to the local office of the Union. The authorization shall remain in effect until revoked in writing by the employee.

**Section 1.5 - Rosters** Each month the Employer shall send the Union a list of all employees covered by this Agreement including their address, classification, rate of pay, FTE status, starting

## **Collective Bargaining Agreement Seattle Housing Authority and OPEIU Local No. 8**

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date and employee identification number. This list will include information on new hires and terminations that have occurred since the previous list was provided.

**Section 1.6 - Union Insignia** Employees who are members of the Union in good standing shall be permitted to wear, while on duty, the standard type of Union insignia prescribed by their international or local organization. The wearing of such insignia by a Union member shall not be cause for discipline.

**Section 1.7 - Union Communication** The Union will be allowed the use of bulletin board space in each facility for the purpose of posting Union notices relating to general Union activity. Employees shall have the right to distribute information to unit members during non-work times and in non-work areas.

**Section 1.8 - Union Access** Duly authorized representatives of the Union shall be permitted to enter upon the Employer's premises with prior notice to a supervisor at reasonable business times for the purpose of observing working conditions and transacting Union business. The Union agrees that such activities shall not interfere with the normal work duties of employees.

**Section 1.9 - Shop Steward** The Human Resources Director shall be notified of the identity of designated Shop Stewards recognized by the Union. A Shop Steward, without causing disruption to the workplace, may, upon notifying his or her supervisor, investigate complaints and grievances and shall, upon notification, be given leave to attend grievance meetings on work time. Notices of all job postings covered by this Agreement will be provided electronically. Copies of the Collective Bargaining Agreement and the Employer's policies will be posted and available electronically.

### **Section 1.10 - Employee Rights**

- a. The Employer agrees that all employees shall be treated with respect and shall work in an environment free from any harassment.
- b. An employee may have a representative of the employee's choice present at any meeting with management representatives which involves (1) discipline or, (2) investigation/ discussion of issues which may lead to discipline. Nothing herein shall be construed to require Union representation on work performance issues or corrective actions unless the corrective actions and/or work performance issue is directly tied to discipline. If the employee desires Union representation at such a meeting, the employee shall notify the Employer at that time and shall be provided reasonable time to arrange for Union representation at the meeting. The employee may request adjournment of a meeting dealing with the subjects above until his or her representative can be present if he/she was unaware of the purpose of the meeting. In no event shall the meeting be postponed beyond two (2) working days unless there is mutual agreement to do so between the parties.

**Section 1.11 - Management Rights** The Union recognizes the Employer's inherent and traditional right to manage its business, and to establish reasonable work rules, and to require their observance subject to this Agreement and the law. Except as limited by this Agreement or

**Collective Bargaining Agreement  
Seattle Housing Authority and OPEIU Local No. 8**

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applicable law, the Employer's rights shall include, without limitation, the right to (a) recruit, classify, hire, assign, determine the qualification and competence of, promote, demote, transfer, discipline, suspend, discharge and layoff employees; (b) implement and enforce rules, regulations, and safety, production and performance standards; (c) assign and direct employees and the methods, processes and schedules of doing work, (d) determine shifts and hours of work and, (e) to contract out consistent with the provisions of this Agreement.

The exercise of management rights is the exclusive prerogative of the Employer and its decisions in such matters, to the extent not inconsistent with this Agreement and/or the law, shall not be subject to contest or review by the Union.

**Section 1.12 - Present Conditions** No present employee, who, prior to the date of this Agreement, was receiving more than the rate of wages or benefits designated in this Agreement, for the class of work in which the employee was engaged, shall suffer a reduction in the rate of wages or benefits from the application of this Agreement.

**Section 1.13 - Political Action Committee (PAC) Check-off** The Employer shall deduct the sum specified from the pay of each member of the Union who voluntarily executes a political action contribution authorization form. The amount deducted, payable to OPEIU Local #8 PAC, and a roster of each employee authorizing assignment of wages, will be transmitted to the Union. The Union and each employee authorizing the assignment of wages for payment of the voluntary political action contributions hereby undertakes to indemnify and hold the employer harmless from all claims, demands, suits, and other liability that may arise against the employer for or on account of any deduction made from the wages of such employee.

**Section 1.14 - Hardship Fund Check-Off** The Employer shall deduct a specific sum from the pay of each member of the Union who voluntarily executes an OPEIU Local 8 Hardship Fund Check-Off Authorization form within the next full pay period after the form is submitted. The amount deducted, payable to OPEIU Local #8, and a roster of each employee authorizing assignment of wages, will be transmitted to the Union. The Union and each employee authorizing the assignment of wages for payment of the hardship fund contributions hereby undertakes to indemnify and hold the employer harmless from all claims, demands, suits, and other liability that may arise against the employer for or on account of any deduction made from the wages of such employee.

**ARTICLE 2**

**DEFINITIONS**

**Section 2.1 - Introductory Employee** Newly hired employees shall have a six (6) month introductory period. During the six (6) month introductory period such employees shall be entitled to all the rights, privileges and benefits of this Agreement, except that the Union shall not have the right to challenge termination of an introductory employee through the grievance procedure.

## **Collective Bargaining Agreement Seattle Housing Authority and OPEIU Local No. 8**

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Employer-paid medical, vision, dental, life and disability benefits, and employee-paid Accidental Death & Dismemberment Insurance, shall be as set forth in Article 12.

**Section 2.2 - Regular Full-Time Employee** Regular full-time employees are those employees regularly scheduled to work forty (40) hours per week. Regular full-time employees are entitled to all benefits of the Agreement from the date of hire subject to the provisions of Section 2.1.

**Section 2.3 - Provisional Employee** Provisional status employees are those newly promoted employees in a classification under this Agreement who have not completed the provisional period for the position which shall be six (6) months.

**Section 2.4 - Part-Time Employee** Part-time employees are those employees on a regular schedule of less than forty (40) hours per week. All regular part-time employees shall receive all benefits of this Agreement from the date of hire subject to the provisions of Section 2.1, prorated to the proportion of hours worked versus full-time hours (including, but not limited to, sick leave, vacations, holidays) except that medical, vision, and dental insurance shall be at the full rate for employees who work twenty (20) hours per week or eighty (80) hours or more per month. Employees who work less than eighty (80) hours a month shall not receive medical, vision, or dental benefits. Life and disability insurance shall be based on earnings. (See Article 12 for specific insurance coverage.)

**Section 2.5 - Temporary Employee** A temporary employee is a non-regular full-time or part-time employee retained for a limited duration of time consistent with Section 9.4 of this Agreement, on an isolated, sporadic or intermittent basis due to absence, organizational or other emergent business needs. Such employees shall not be covered by any provisions of this Agreement.

**Section 2.6 – Project Positions** Project-funded positions are term limited for the duration of the project and/or grant, and open to OPEIU regular Full-Time and Part-Time employees. Posting and filling of project positions is subject to Article 9.1. Employees who choose to apply and accept project positions that are more than nine (9) months will be subject to all provisions of this Agreement except for Article 16 – Layoff Rights. Employees working less than nine (9) months in a project position will not be eligible for Article 16-Layoff Rights.

**Section 2.7 – Lead Employee** A Lead position shall be posted in accordance with Section 9.1 of the Agreement when a project is for three (3) or more weeks, unless the Employer assigns an exempt employee or manager to cover such a project. The Lead position will exist for the duration of the project whereupon the selected employee shall return to his/her previously held position at their previous rate of pay plus any applicable contractual increases.

A Lead employee performs extra non-supervisory administrative tasks that include monitoring workflow, preparing reports, meeting with customers, prioritizing activities of other employees, assisting with scheduling, serving as a resource person and/or trainer for employees. Leads are not authorized to perform supervisory duties such as hiring, firing, disciplining, promoting, demoting, evaluating or approving leave requests.

### ARTICLE 3

#### NON-DISCRIMINATION

**Section 3.1 - Non Discrimination** The Seattle Housing Authority is an equal opportunity Employer. The Employer and the Union agree that it shall be the policy of the Employer with respect to all of its operations and terms and conditions of employment not to discriminate on the basis of race, creed, color, religion, national origin, political affiliation, age, sex, sexual orientation, gender identity, genetic information, political ideology, marital status, veteran status or the presence of any sensory, mental or physical disability.

**Section 3.2 - Non-Discrimination Against Union Members** The Employer agrees not to discriminate against any employee because of Union activity.

### ARTICLE 4

#### HOURS OF WORK

##### **Section 4.1 - Workweek-Workday**

a. **Workweek-Workday** Unless specified herein, the workweek and workday for employees in this bargaining unit shall be Friday through Thursday, not including Sunday, between the hours of 6:00 a.m. and 7:30 p.m. Starting times shall be determined by the Employer between the hours of 6:00 a.m. and 11:00 a.m., depending on business need. Start times that have been set by the Employer may be changed if a request is received from an employee for a different start time, but only if the requested start time doesn't negatively impact customer service requirements or business needs of the employer. The workweek of a regular full-time employee shall be forty (40) hours normally worked on five (5) consecutive workdays. Examples of options for a 40 hour workweek are as follows:

- (1) 5-eight hour days.
- (2) 5-eight hour days with up to a 3 hour break at mid-day.
- (3) 4-nine hour days and a 4 hour day.

The workweek schedule shall be determined by the Employer. All customer service requirements and business needs must be met.

Subject to mutual agreement by both the employee and the Employer, either party may request to have an employee, or employees, work longer days on one day of the workweek (Friday through Thursday) and then work a shorter day in the same workweek to get the regular hours of work completed, if all customer service requirements and business needs are met. The maximum number of hours worked in any one day under this provision would be eleven (11) hours, and can only be worked between the hours of 6:00 a.m. and 7:30 p.m.

**Collective Bargaining Agreement  
Seattle Housing Authority and OPEIU Local No. 8**

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Example: Work 11 hours on Wednesday and 5 hours on Thursday; or 5 hours on Wednesday and 11 hours on Thursday, not 11 hours on Thursday and 5 hours on the following Friday, which would make the following workweek more than 40 hours and cause overtime. This provision must have mutual agreement of both the employee(s) and the Employer.

Employee requests to work a flexible schedule, for both business and personal reasons, shall be considered and not unreasonably denied. If such a request is denied, the Employer shall provide a written explanation within five (5) working days of receiving the request. The approval or denial will be based on employer business needs.

- (1) The Employer shall give the employee at least thirty (30) days' advance notice of shift changes and of permanent work location changes, provided, however, the 30-day notice may be waived with agreement of the employee and/or that the Employer may change shifts or work locations in emergency circumstances without prior notice. The notice shall be provided in writing and cite the business need(s) prompting the change unless the business need(s) are of a confidential nature and cannot be shared.
- (2) The Employer may schedule employees to work a late shift (ending after 7:30 p.m. and no later than 9:00 p.m.). For Employer-required work shifts ending after 7:30 p.m., the Employer will pay the end-time differential in accordance with Section 19.6.
- (3) Notwithstanding Subsection 4.1(a), the Employer may schedule employees to work Saturday shifts.
- (4) In staffing late shifts and Saturday shifts, the Employer will first use employees hired, transferred pursuant to Subsection 9.3(b) or otherwise voluntarily transferred, or promoted into positions for which the job posting notice provided that late shifts and Saturday shifts would be required. The Employer will then call for volunteers. In any event, the Employer has the discretion to determine which classifications are required for each given shift. If volunteers and newly hired, transferred, or promoted employees are not sufficient to cover valid, verified staffing needs, the Employer shall schedule employees by order of seniority of those employees qualified to perform the required work, with the least senior employee(s) required to work such shifts.
- (5) A supervisor or security staff will be available on site at all times when bargaining unit employees are working when a site is open to the public for business.
- (6) Employees may request to work a flexible schedule for personal reasons on a temporary basis. Such requests will be made with thirty (30) days notice. The thirty (30) day notice may be waived with agreement of the employee and the Employer. The employer shall provide written notice of approval or denial written within five (5) business days of the request. If the request is denied, the Employer will provide a written explanation citing valid business reasons.



**b. Make-Up Time**

Employees are expected to be at their work stations ready to work when their shift begins and to work a full shift. When making up time, excessive absences, excessive tardiness and excessive instances of leaving early will be cause for discipline. If an employee is unable to arrive at work at the usual starting time or, must leave early due to unforeseen and unpredicted occurrences outside the employee's control, the employee may, unless there is a valid business reason, work additional hours (within the same workweek), or use comp time, annual leave, or sick leave (if appropriate) to make up the time missed in order to receive full pay. Employees are to contact their supervisor or designee as quickly as possible to discuss the potential absence. The employee must provide a reasonable explanation of the unforeseen and unpredicted occurrence. Employees who must leave work early due to unforeseen and unpredicted occurrences may only make up to four (4) hours in the same workweek. Make up time at the employee's request will not cause eligibility for overtime pay. Coordination of make-up time must be approved by the supervisor before it is worked. Requests for make up time should not be unduly delayed by the supervisor, and the decision should be made as quickly as possible.

**Section 4.2 - Compressed Workweek**

a. An employee, with prior management approval, may opt to work a 4/10 compressed workweek schedule. The 4/10 compressed workweek will operate between the hours of 6:00 a.m. and 7:30 p.m. Starting times are between 6:00a.m and 9:00a.m. The supervisor, with the concurrence of the Department Director shall determine which employee, if any, can work a compressed workweek, after considering:

- (1) The employee's wishes.
- (2) The operational needs of the department.
- (3) Staff coverage requirements.

The compressed workweek can be changed by the Employer for documented business/staffing needs with at least a thirty (30) notice, except if a shorter notice period is mutually agreed to by the impacted employee. An employee's request to work a 4/10 compressed workweek, or to amend said schedule shall not be denied except for valid business reasons. Employee requests to work a compressed work week shall be considered. If such a request is denied, the Employer shall provide a written explanation within five (5) working days of receiving the request. A compressed workweek shall usually consist of four (4) ten-hour days of work and three (3) consecutive days off, at least one of which must be Sunday. Management may alter that schedule (and specifically provide for mid-week days off) based on an employee's request. Employees must provide at least a thirty (30) day's notice if they choose to change working a compressed workweek. No alteration shall be implemented if it would cause eligibility for overtime pay unless such overtime is required by the Employer. Timelines to change a compressed workweek schedule may be less if mutually agreed to by both the Employer and employee

**Collective Bargaining Agreement  
Seattle Housing Authority and OPEIU Local No. 8**

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Employees working a compressed work week when an observed holiday occurs, at the employee's choice and agreement of the Employer, may use up to two (2) hours of vacation to supplement their pay for the eight (8) hour holiday or take leave without pay. Upon request by an employee and agreement of the Employer, the employee may switch to a five (5) day workweek of eight (8) hours to be worked each day during a week when an observed holiday occurs. Such requests must be made at least thirty (30) calendar days in advance of the holiday.

- b. The following conditions shall apply with regard to a 4/10 compressed workweek:
- (1) If an employee working a 4/10 schedule is required to work on a holiday, the employee shall be paid two (2) times the regular rate of pay for all hours worked, plus eight (8) hours holiday pay as defined in Subsection 5.2(a). In lieu of receiving eight (8) hours holiday pay at straight-time for working on the holiday, an employee may request to take a compensatory eight (8) hour day off. The Employer shall not unreasonably deny the employee's choice of a compensatory day off under this paragraph.
  - (2) If a holiday falls on a regularly scheduled day off or during vacation, the employee shall receive straight-time for eight (8) hours for the holiday.
  - (3) Employees who work a compressed workweek schedule are required to record two (2) hours of annual leave on their time card to cover the full ten hour day when taking a personal holiday or when recording time taken for the regular holidays which fall during the compressed workweek.
  - (4) Full-time employees shall accrue sick leave at 3.69 hours per pay period (96 hours annually) as defined in Article 7, Section 7.1 and vacation as defined in Article 6. Sick leave and vacation shall be paid at the rate of ten (10) hours per day to the extent accrued.
- c. The following conditions shall apply with regard to a schedule of four (4) nine-hour days and a four-hour day.
- (1) Holidays worked If an employee is required to work on an SHA scheduled holiday, the employee shall be paid two (2) times the regular rate of pay for all hours worked, plus eight (8) hours holiday pay as defined in Subsection 5.2(a). In lieu of receiving eight (8) hours holiday pay at straight-time for working on the holiday, an employee may request to take a compensatory eight (8) hour day off. The Employer shall not unreasonably deny the employee's choice of a compensatory day off under this paragraph.
  - (2) Holidays not worked If an employee is working a schedule of four (4) nine-hour days plus one (1) four-hour day and a holiday falls on one of the nine-hour days, the employee will take one (1) hour of annual leave in order to cover the full nine-hour day. If the holiday falls on a four-hour day, the employee will take four (4) hours off without loss of pay on the work day preceding the holiday unless the holiday falls on a four-hour work day which is the first day of the work week. In that case, the employee will take four (4) hours off on

**Collective Bargaining Agreement  
Seattle Housing Authority and OPEIU Local No. 8**

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the next work day following the holiday. The intent is to ensure that the employee is not shorted hours during the holiday work week and that the employee does not obtain overtime pay as a result of the holiday week.

- (3) Sick Leave, Annual Leave and Personal Holidays When employees are absent for an entire day, they will record the number of hours of sick or annual leave which corresponds to their daily schedule, either nine (9) or four (4) hours. If they are absent for less than the full day, they will take the number of hours that are necessary to fill out the daily schedule. When employees use personal holidays on one of the nine-hour work days, they must take one (1) hour of annual leave to fill out the daily schedule. Employees may not take personal holidays on their four-hour work day because personal holidays can only be used in 8-hour increments.

**Section 4.3 - Lunch and Break Periods** Each workday (8-hour day per standard workweek or 10-hour day per compressed workweek) shall include one unencumbered meal period and two 10-minute paid break periods (one mid-morning and one mid-afternoon) during the course of a day. The 40-minute meal period will consist of 30 minutes of unpaid time, and 10 minutes of paid time. Employees may request, in writing, to take extended lunches. The request must describe the reason(s) for needing the extra time. Management will review the reason(s) for requesting the longer lunch period and will make the final decision whether to grant it or not. The additional minutes, if granted, will be made up at the beginning and/or end of each day. One additional paid break period of ten (10) minutes may be taken during each three-hour overtime period. Employees required to work in excess of their normal workday are authorized an Employer paid phone call. Employees working three or more hours longer than a normal workday shall be allowed at least one unpaid thirty (30) minute meal period prior to or during the overtime period.

**Section 4.4 - Overtime** All time in excess of forty (40) hours per week shall be considered overtime. Time includes all compensated hours. Overtime shall be paid at the rate of one and one-half (1-1/2) time. All overtime must be authorized in advance by the employee's supervisor. An employee has the option to take compensatory time in lieu of overtime pay at the rate of one and one-half (1-1/2) times the hours worked, as appropriate within this section. Scheduling of compensatory time off shall be by mutual agreement of the employee and the Employer. Upon reasonable notice, the employee shall be paid cash in lieu of comp time, no later than at the end of the next pay period, at one and one-half (1-1/2) times the regular rate of pay for hours worked. The employee shall be paid cash in lieu of comp time at one and one-half (1-1/2) times the regular rate of pay for hours worked if the employee has not used the earned comp time within two (2) months. There shall be no pyramiding of overtime.

**Section 4.5 - Minimum Report Time** An employee who is required to report to work, whether or not on overtime status, shall be entitled upon reporting to a minimum of two (2) hours' pay, whether or not actually worked.

**Section 4.6 - Inclement Weather or Emergency Closure**

- a. In the event of inclement weather or other emergency closure, the Executive Director or designee will make all determinations concerning the work status of the Employer, including if the Employer will be closed or if employees will be dismissed early. If the Employer decides to close the facility due to severe weather conditions or other emergency, employees will receive the day or balance of the day remaining as paid time off.
- b. If no decision has been made to close the facility during inclement weather or other emergency, but an employee believes that coming to work and/or a delay to leave work early would be a risk to personal safety, the employee may use accrued vacation, personal holiday time, compensatory time, leave without pay or make-up for the work time missed without incurring overtime. An employee may make-up to four (4) hours within the same workweek to be approved by the Employer.
- c. Under severe weather conditions or other emergency, up to two (2) hours travel time with pay will be allowed if an employee makes a good faith effort and arrives at work late.
- d. In the event of an emergency closure the day before a holiday and an employee does not have any paid leave available, SHA will allow the payment of that holiday. This granting of a paid holiday will only be for an employee on unpaid leave status for the one day before the holiday.

**Section 4.7 - Telework** The Employer agrees to provide employees the option to telework if the work performed will allow this arrangement. Prior written approval of the supervisor is required in accordance with SHA Telework Policy E12.9-2. OPEIU contract provisions shall not change as a result of the agreement to telework.

**ARTICLE 5**

**HOLIDAYS**

**Section 5.1 - Observed Holidays**

Recognized holidays under this Agreement shall be:

New Year's Day	Labor Day
Martin Luther King, Jr's Birthday	Thanksgiving Day
Presidents' Day	Day after Thanksgiving
Memorial Day	Christmas Day
Fourth of July	Three (3) Personal Holidays

To be eligible to receive paid time off for all three (3) personal holidays, a new employee must begin employment before June 1 of the calendar year. If hired after June 1, and before November 11, two (2) personal holidays will be allowed to be used by the end of the calendar year. If hired on or after November 11, no personal holidays will be given for that calendar year.

**Section 5.2 - Holiday Pay**

- a. A regular full-time employee shall be compensated for each Employer holiday which occurs while the employee is on the payroll, whether or not worked by the employee, at the employee's regular rate for eight (8) hours. A regular part-time employee shall be compensated for each such Employer holiday at the proportion of hours regularly scheduled versus full-time hours. If an employee is required to work on a holiday, the employee shall be paid two (2) times the regular rate of pay for all hours worked, plus eight (8) hours holiday pay. In lieu of receiving eight (8) hours holiday pay at straight-time for working on the holiday, an employee may request to take a compensatory 8-hour day off. The Employer shall not unreasonably deny the employee's choice of a compensatory day off under this paragraph.
- b. A holiday observed occurring during an employee's scheduled vacation shall not be charged against accrued vacation credits.
- c. Holidays falling on Saturday shall be observed the preceding Friday unless otherwise designated. Holidays falling on Sunday shall be observed the following Monday unless otherwise designated.
- d. An employee who is separated from employment on the last scheduled workday preceding a holiday will not receive the holiday pay. An employee who commences an unpaid leave of absence on the last scheduled workday preceding a holiday will not receive holiday pay.

**ARTICLE 6**

**ANNUAL LEAVE**

**Section 6.1 - Accrual**

- a. Use of Annual Leave –Regular full-time employees will accrue Annual Leave according to the accrual format and rate table below. Less-than full-time employees will have their annual leave accrual pro-rated. Annual Leave hours will be earned bi-weekly based on the number of paid hours in the pay period. The maximum number of paid hours that can be used for calculating leave benefits will be 80 hours per pay period. Paid hours include regular work hours and all types of paid time off including annual leave, sick leave, holidays and personal holidays. Overtime hours worked are not factored towards annual leave accruals. For employees hired after April 1, 1987, the amount of annual leave carried forward at the end of any payroll year shall not exceed two hundred forty (240) hours. Employees hired prior to April 1, 1987, shall accumulate annual leave at the normal rate and the amount of annual leave carried forward at the end of any payroll year shall not exceed three hundred sixty (360) hours or forty-five (45) days. Temporary employees do not receive annual leave.
- b. Employees are entitled to annual leave according to the following schedule:

Accrual Rate Table:

**ANNUAL LEAVE ACCRUAL**

<b>During Service Year</b>	<b>Annual Leave Accrual (bi-weekly)</b>	<b>Annual Leave Monthly Equivalent</b>	<b>Annual Hours (All Automatic)</b>
1	3.84	8.33	100
2	4.00	8.67	104
3	4.15	9.00	108
4	4.31	9.33	112
5	4.46	9.67	116
6	4.62	10.00	120
7	4.77	10.33	124
8	4.92	10.67	128
9	5.08	11.00	132
10	5.23	11.33	136
11	5.23	11.33	136
12	5.23	11.33	136
13	5.23	11.33	136
14	5.54	12.00	144
15	5.54	12.00	144
16	5.54	12.00	144
17	5.85	12.67	152
18	5.85	12.67	152
19	5.85	12.67	152
20	6.15	13.33	160
21	6.15	13.33	160
22	6.15	13.33	160
23	6.46	14.00	168
24	6.77	14.67	176
25 +	7.69	16.67	200

**Section 6.2 - Use of Annual Leave**

- a. Eligible employees will be able to use annual leave as soon as it is earned subject to Section 6.3. An employee may use accrued annual leave in units of not less than 15-minute increments and be paid at his or her regular hourly rate for each hour of annual leave, not to exceed the number of hours the employee regularly works on that day. Upon termination of employment for any reason an employee shall be paid for all accrued but unused annual leave credits at the employee's regular hourly rate. In the event of the employee's death, this amount shall be paid to the employee's beneficiaries.

- b. Employees who have established a protection against loss of pay by accruing annual leave in excess of 120 hours (15 days) may donate the excess leave. Leave time may be donated to supplement an approved recipient's time loss per Manual of Operations Policy E12.1-5.

**Section 6.3 - Response to Annual Leave Requests** Annual leave requests shall be approved or denied before the requested time off. The Employer shall respond after five (5) working days of the date the request was submitted. If the Employer does not respond within the timelines, the request will automatically be approved unless the request was made less than five (5) days in advance of the planned annual leave.

## **ARTICLE 7**

### **SICK LEAVE**

#### **Section 7.1 - Accrual**

Employees will earn sick leave hours bi-weekly based on paid hours. The accrual rate will be based on 96 hours annually (3.69 hours per pay period) for a full-time employee and prorated for less-than full-time employees. The maximum number of paid hours that can be used for calculating leave benefits will be 80 hours per pay period. Temporary employees do not receive sick leave. Unused sick leave may be accumulated without limit

#### **Section 7.2 - Use of Accrued Leave**

- a. Paid accrued sick leave shall be allowed because of illness or injury to the employee, medical or dental care for the employee, or to care for illness or injury to children, spouse, domestic partner, parent, grandparent, in-law relations, or those relatives living with or dependent upon the employee. An employee may use accrued sick leave in units of not less than 15-minute increments.
- b. Sick leave shall be allowed to a maximum of five (5) days after notification to the supervisor in the event of a death in the employee's family, which shall include the employee's spouse or domestic partner, or a parent, in-laws, foster relations, sibling, child, grandchild and grandparent of either the employee or of the employee's spouse or domestic partner. Leave under this paragraph is in addition to the leave allowed under Section 8.8.
- c. An employee on paid sick leave is entitled to all benefits provided in accordance with the terms of this Agreement including, but not limited to, accrual of sick leave, vacation, holiday pay and retirement, health and welfare benefits.
- d. Employees who have established a protection against loss of pay by accruing sick leave in excess of 240 hours (30 days) may donate their sick leave in excess of 240 hours (30 days). Leave time may be donated to supplement an approved recipient's time loss per Manual of Operations Policy E12.1-5, revised April 1, 2002.

- e. The Employer may require an employee taking leave under this section to furnish a written certification of illness by a licensed physician, physician's assistant or nurse practitioner if the illness results in absence of more than three (3) days at one time or within a two (2) week time period, or when sick leave is repeatedly taken before or after a holiday, vacation or weekend, or other sick leave use that would normally indicate abuse of sick leave.
- f. Employees may request a specified amount of their sick leave to be converted to annual leave at the rate of four (4) sick leave hours to one (1) annual leave hour after all of the employee's annual leave hours have been used. The converted annual leave must be used at the time of conversion.

**Section 7.3 - Compensation of Sick Leave** An employee who is separated from employment shall be compensated at twenty-five percent (25%) of his or her accrued sick leave. Cash out value will be calculated by multiplying the employee's most recent rate of pay times the number of hours accumulated times .25. In the event of the employee's death, this amount shall be paid to the employee's beneficiaries.

## **ARTICLE 8**

### **LEAVES OF ABSENCE**

An employee shall not lose any previously accrued seniority as a result of unpaid leave. Seniority shall not accrue during unpaid leave except for industrial injury, maternity leave (FMLA, WFLA, and pregnancy or childbirth disability), and military service. At the employee's option, sick or vacation leave from the employee's accrued leave may be substituted for unpaid leave provided for in this section.

The Employer will not require employees to use paid sick leave or annual leave while on FMLA unless the employee has requested paid sick and/or leave to be applied. Leaves taken under the Washington Family Care Act, Washington Pregnancy Disability Regulation (maternity/pregnancy/childbirth disability), or the Washington Family Leave Act shall be in addition to the twelve (12) weeks of FMLA leave even if the reason for the leave is also a qualifying condition under FMLA.

### **Section 8.1 - Maternity/Pregnancy/Childbirth Disability Leave**

- a. Illness or temporary disability resulting from pregnancy or childbirth shall be treated as any other temporary illness or disability. Disability leave provided on the basis of pregnancy/childbirth shall be granted for the period of actual disability. Leave granted under this subsection shall be in addition to any other leave provided in this Agreement.
- b. Seniority shall continue to accrue during maternity/pregnancy leave (both FMLA and pregnancy disability). An employee will be allowed to return to the same or similar job with the same pay after returning from pregnancy disability leave, providing the employee can perform the essential functions of the position, with or without reasonable accommodation.



- c. An employee under this section is eligible to receive transferred leave from employees who wish to voluntarily donate leave pursuant to Section 7.2(d).

**Section 8.2 - Family Leave**

- a. Application of Policy In order to be eligible an employee must have been employed for at least twelve (12) months, and have worked a minimum of 1250 hours during the twelve (12) month period immediately preceding a request for leave pursuant to this policy.
- b. Leave Entitlement For purposes of determining the amount of leave available to any employee upon request and except as otherwise provided by the FMLA, Employer will measure the twelve (12) month period backward from the date the individual employee uses any FMLA qualifying leave. Employer may, upon sixty (60) days notification to its employees, change the method by which this determination is made with the Union's approval.
- c. Annual Family Leave Subject to the notice and certification requirements described herein, an employee may request and Employer will provide a maximum of twelve (12) weeks unpaid family leave during any twelve (12) month period for the following reasons: (1) the birth or care of a newborn child; (2) placement with an employee of a child for adoption or foster care; (3) to care for the employee's spouse, domestic partner, child or parent with a serious health condition; or (4) the serious health condition of an employee which causes the employee to be unable to perform the functions of the employee's job.

If both parents are employed by Employer and desire to take leave as a result of the birth of a child or to care for such a child or alternatively as a result of the placement with the employees of a child for adoption or foster care, the parents are entitled together to a total of twelve (12) weeks of leave. Family leave taken for the care of a newborn or a newly placed or adopted child must be taken within twelve (12) months of the birth or placement of the child.

- d. Continuation of Medical Benefits During the period of the leave, Employer shall continue to provide insurance benefits on the same basis that such benefits were provided prior to commencement of the leave or on the same basis as provided to other employees in the event the Employer plan changes during the course of the leave; provided, however, that Employer may recover the cost of premiums paid for maintaining coverage for the employee under such group health plan during the period of the FMLA leave if the employee fails to return to work for reasons other than the continuation, recurrence or onset of a serious health condition or as a result of circumstances beyond the employee's control.
- e. Reinstatement Upon return from FMLA leaves, an employee shall be entitled to the position of employment held by the employee when the leave commenced or an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

The employee shall be reinstated to the same work site or one that is geographically proximate to where the employee had previously been employed, if the employee can perform the

**Collective Bargaining Agreement  
Seattle Housing Authority and OPEIU Local No. 8**

---

essential functions of the position, with or without reasonable accommodation for a physical, sensory, or mental disability. If the employee cannot so perform, the employer shall attempt to place the employee in any available regular or temporary bargaining unit position (in any classification) for which the employee can perform the essential functions, with or without a reasonable accommodation for the employee's physical, sensory, or mental disability. The employee will not have an introductory or provisional period, but is still subject to termination for good cause, including an inability to perform the essential functions of the position. If the employee is hired for such a position, he or she shall be paid at the grade and step for that position closest to, but no lower than, the employee's previous pay. The employee shall receive insurance benefits as set forth in Article 12.

An employee shall not lose any benefit accrued prior to the date on which the leave commenced. No employee who returns from a leave shall be entitled to any right, benefit, or position to which the employee would not have been entitled had the employee not taken leave.

- f. Notice An eligible employee who foresees that he/she will require leave for the birth/care of a child or placement of a child for adoption or foster care, must notify, in writing, the Human Resource Director not less than thirty (30) calendar days in advance of the start of the leave. If not foreseeable, the employee must provide written notice as soon as is practicable under the circumstances. Notice may be given by the employee's spokesperson (e.g., spouse, adult family member or other responsible party) if the employee is unable to do so personally.

An eligible employee who foresees the need for a leave of absence due to planned medical treatment for him/herself, his/her spouse, child, parent or domestic partner, should notify, in writing, the Human Resource Director as early as possible so that the absence can be scheduled at a time least disruptive to the operations of the Employer. Employees must give at least thirty (30) calendar days written notice or fourteen (14) days notice for terminal illness of child, unless impractical in which case the employee must provide as much written notice as circumstances permit.

- g. Medical Certification If requested leave is to care for a spouse, domestic partner, child or parent who has a serious health condition, the employee may be required to file with Employer in a timely manner a health care provider's statement that the employee is needed to care for his/her son, daughter, spouse, domestic partner, or parent and an estimate of the amount of time that the employee is needed for such care. If the requested leave is due to a serious health condition of the employee which renders the employee unable to perform the functions of the employee's job, the employee may be required to file with the Employer such physician or health provider certifications as are required by Employer consistent with the FMLA.

FMLA medical information obtained by the Employer must be kept in a separate confidential file in Human Resources, and be accessible to only Human Resources staff, the Office of General Counsel, Executive Director or Department Director on a need to know basis, the employee's own doctor and such others that the law requires.

**Collective Bargaining Agreement  
Seattle Housing Authority and OPEIU Local No. 8**

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In the event the Employer has reason to doubt the validity of the health care provider's statement or certification for leave taken where certification is required, the Employer may, at its expense, require second and third opinions as specified in the FMLA.

- h. Intermittent Leave Leave taken as a result of birth, care or placement for adoption or foster care may not be taken on an intermittent basis.

Subject to the limitations set forth in the FMLA, leave taken as a result of a serious health condition of a spouse, child, parent or domestic partner or because of a serious health condition of an employee which renders the employee unable to perform the functions of his/her job may be taken on an intermittent or reduced leave schedule when such need is certified by a health care provider to be medically necessary; provided that, where such reduced or intermittent leave is foreseeable, Employer may transfer an employee to an alternate position with equivalent pay and benefits which better accommodates the employee's recurring periods of leave.

- i. Notice of Return to Work Employees who take leave pursuant to the provisions of this policy and the FMLA must provide notice regarding their intentions to return to work every four (4) weeks.

**Section 8.3 - Jury Duty/Trial Witness Leave**

- a. Paid leave shall be granted regular, full- and part-time employees called for jury duty or subpoenaed as a witness. Absence shall be held to the minimum and employees shall report for work on partial days when service is not required. An employee who finds himself/herself in a situation where the service falls on an Employer observed holiday will receive regular holiday pay, which the employee would normally be entitled to under this Agreement. The employee will not be eligible to take another day off to make up for the holiday missed while on jury duty or as a subpoenaed witness.
- b. The pay of any employee who has been called for jury duty or subpoenaed as a witness will continue at the regular rate. All compensation received shall be turned over to the Employer 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 8.4 - Military Duty**

- a. Employees who are members of the Washington National Guard, or the Army, Navy, Air Force, Coast Guard or Marine Corps Reserve of the United States, or of any organized reserve or armed forces of the United States shall be entitled to and shall be granted a military leave of absence. Such leave shall be granted in order that the employee may take part in active training duty in such manner and at such time as he or she may be ordered to active training duty. Such military leave of absence shall be in addition to any annual leave or sick leave to which the employee might otherwise be entitled, and shall not cause any loss of privileges or pay. During the period of active training duty the employee shall receive his or her normal pay.
- b. An employee who is ordered to report to active military duty or active military duty training of the above mentioned armed forces of the United States shall be granted a military leave of absence without pay for the full period of such service, and shall be entitled to return to the same position or a comparable position at equal pay, including intervening contractual increases.
- c. Seniority accrual shall continue during military leave. The employee shall present a copy of an order to report for active duty to the Executive Director immediately upon receipt.

**Section 8.5 - Union Leave** A leave of absence without pay shall be granted upon request of an employee on the active payroll in case he or she is appointed or selected as a convention delegate or workshop participant, unless there is a valid business reason that prevents such release.

**Section 8.6 - Industrial Injury**

- a. During the period of time when an employee is on a leave of absence resulting from an industrial injury sustained while in the course of employment or arising out of employment with the Employer, the employee shall accrue service credit and seniority for the purpose of promotions, wage increases and fringe benefit increases.
- b. Employees suffering illness or injury compensable under the State Industrial Insurance and Medical Aid Acts shall receive compensation for time lost due to injury in the following ways:
  - (1) Employees may choose to use State Disability Compensation based upon State guidelines for payment, or
  - (2) Employees may choose to use sick leave in lieu of State Disability Compensation until sick leave is exhausted and then use State Disability Compensation, or
  - (3) Employees may choose to use sick leave first and then annual leave in lieu of State Disability Compensation until all annual leave is exhausted and then use State Disability Compensation.

**Collective Bargaining Agreement  
Seattle Housing Authority and OPEIU Local No. 8**

---

- (4) Compensation from the State that is received by the employee while using sick leave must be reimbursed to the Authority for buying back used sick leave and annual leave. Under no circumstances can employees receive sick leave and State Disability Compensation concurrently for the same period of disability. All reimbursements will be used to buy back sick leave first and then annual leave.

**Section 8.7 - Leave Without Pay**

- a. The Employer may grant leaves of absence without pay for purposes other than those previously stated. However, the terms of such leaves of absence, including a specific return date, must be in writing. Approved leave without pay may be taken in units of not less than 15-minute increments.
- b. An employee on an approved leave of absence without pay up to sixty (60) calendar days shall be entitled to the same or similar position upon returning to employment. After sixty (60) days, an employee shall be entitled to the same or similar position upon returning if a position is available. An employee on leave of absence without pay shall not be entitled to or accrue any of the benefits of this Agreement; provided, however, that employees on leave of absence without pay may self-pay insurance premiums in accordance with the policies of the provider and current law. Leave under this section may be used in combination with other approved leave.

**Section 8.8 - Bereavement Leave** Two (2) days of Employer-paid leave shall be allowed after notification to the supervisor in the event of a death in the employee's family, which shall include the employee's spouse or domestic partner, or a parent, in-laws, foster relations, sibling, child, grandchild and grandparent of either the employee or of the employee's spouse or domestic partner. Leave under this paragraph is in addition to the leave allowed under Subsection 7.2(b).

**ARTICLE 9**

**EMPLOYMENT PRACTICES**

**Section 9.1 - Posting and Filling of Jobs**

- a. Except as provided below, all regular positions in the bargaining unit that become open or any new positions, including project-funded positions created in the bargaining unit shall be posted electronically for a period of five (5) business days on SHA's Intranet "Ourhouse," and may be posted on the electronic Announcements bulletin board in Outlook. The posting shall include job title, pay grade, shift hours and a statement of minimum qualifications. The OPEIU Union Representative shall receive a copy of all OPEIU postings.
- b. Only after the five (5) business day period of internal posting, the position may be posted and advertised to outside sources or other internal sources.

**Collective Bargaining Agreement  
Seattle Housing Authority and OPEIU Local No. 8**

---

- c. All bargaining unit members who apply for a posted position and have the minimum qualifications for the posted position shall be offered an interview. The Employer shall hire the applicant who has the strongest combination of qualifications, experience, skills and abilities for the posted position. At the conclusion of the hiring process, if a bargaining unit member is one of the two highest-ranked applicants, and the Employer determines that they have substantially equal job performance, qualifications, experience, skills and abilities for that position, the most senior employee shall be offered the position.
- d. Residents from the Employer's low-income housing program shall receive first priority for entry level position openings as temporaries or regular positions up through Grade 18.
- e. An employee who applies for a position and is not selected for an interview or is selected for an interview but is not hired for the position will be informed by management why the employee was not selected and what skills the employee needs to be a successful applicant in the future. The Employer will notify all unsuccessful applicants within five (5) working days of filling the vacancy.
- f. Hiring, transfers and promotion grievances may begin at Step 2 of the grievance procedure set forth in Article 11 if either party requests.
- g. Only employees who have satisfactorily completed their 6-month introductory period are eligible to apply for internal job openings, transfers or promotions.

**Section 9.2 - Promoted Employees**

- a. All employees promoted pursuant to Section 9.1 shall be placed in the higher position in provisional status for a period of one hundred eighty (180) calendar days. In the event the employee does not successfully complete the provisional period, the Employer shall return the employee to his or her former position, if available, or offer to place him or her in any available regular or temporary bargaining unit position (in any classification) for which the employee has the required job performance, qualifications, skills and abilities. If the employee is placed in such a position, or into his or her former position, he or she shall be paid at the grade and step for that position closest to the employee's previous pay that was in place before the promotion took place, without loss of seniority.
- b. The employee shall have the right to the next available position in his or her former classification for which he or she qualifies if it is available as stated in 9.2 (a). If no such position is available, or if there are no other positions available for which he or she qualifies, or if there are other regular or temporary positions available, but the employee chooses not to take one of them, the employee shall be placed on the recall list.
- c. The provisions of this section shall not in any way diminish the Employer's right to dismiss or otherwise discipline an employee in provisional status for inappropriate conduct.

**Collective Bargaining Agreement  
Seattle Housing Authority and OPEIU Local No. 8**

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- d. In the event that an employee does not successfully complete the provisional period of a project position, or if the project position ends, the employee will be laid off.

**Section 9.3 - Transfers**

- a. The Employer will fill a vacancy through the procedures of Section 9.1. Transferred employees will not be required to pass a provisional period in the new position.
- b. Lateral transfers from one position to another within a job classification may be made by the Employer based on valid business needs of the Employer and/or needs of impacted employee(s). Such business needs shall be discussed with the concerned employees prior to the transfer. Only the concerned employee may grieve such a transfer.
- c. Two employees may initiate a lateral transfer between the concerned employees with mutual agreement of the supervisors.

**Section 9.4 - Temporary Employment**

- a. The Employer may enter into contracts for or directly employ temporary employees on a full-time or part-time basis to perform non-regular work assignments of a sporadic, intermittent or isolated nature or to fill in for absences or peak load periods.
- b. Employment subject to this section shall be limited to a maximum of one hundred twenty (120) calendar days in any one position for peak load periods, or to fill in for posted vacancies, or for leave coverage, provided that the Employer agrees that no person will receive more than three different assignments nor exceed a maximum of three hundred sixty (360) days of employment as a temporary employee. Employees hired pursuant to this section shall not be subject to the terms, conditions or provisions of this Agreement.
- c. The Employer shall notify the Union in writing of all employees who are temporarily hired.
- d. Temporary employees may be hired to fill temporary positions. Prior to the end of the 120 calendar days, if the Employer determines that the temporary position is to become regular, and the position is determined to be a bargaining unit position pursuant to Section 1.2, it shall be subject to the five days posting and seniority provisions of Section 9.1 of this Agreement.
- e. The Employer agrees that temporary/on-call employees shall not be hired for the purpose of displacing regular full-time employees or avoiding filling regular full-time or regular part-time positions.

**Section 9.5 Resident Student Work Programs** The Employer may employ students during the term of this Agreement who, at the time of hiring, are residents in Employer's low-income housing programs. A student will not lose his or her job because he or she stops being a resident in Employer's low-income housing programs. Students employed by the Employer shall not be covered by any provisions of this Agreement, and shall be paid according to the applicable policies

**Collective Bargaining Agreement  
Seattle Housing Authority and OPEIU Local No. 8**

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of the Employer. The Employer agrees that students shall not be hired for the purpose of displacing regular full-time employees, or avoiding filling regular full-time or regular part-time positions.

**Section 9.6 - Resident Community Associations** The Union and the Employer acknowledge that various Resident Community Associations ("RCA") connected with the Employer's facilities may seek to institute initiatives to manage and operate the facilities forming the core of the resident housing for the Association's membership. The Union and Employer also acknowledge that these initiatives are consistent with efforts by the Employer to empower its residents to accept responsibility and control over their community.

In the event a Resident Community Association exercises its option and meets the federal criteria for a Resident Community Association to manage and operate their facilities, SHA shall provide the Union notice of such new or current initiatives and their impact on the bargaining unit employees, as soon as SHA receives notice; SHA shall negotiate with the Union over the effects of a decision to layoff bargaining unit employees or reduce their hours as a result of the RCA initiative.

**Section 9.7 - Systems Change**

- a. 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 equipment, the Employer agrees to notify the Union as soon as the Employer decides the change will be implemented prior to implementing such changes. In addition, the Employer agrees to discuss the effects of the change with the Union on bargaining unit positions and negotiate new wage rates for affected positions or new positions if appropriate.
- b. The Employer agrees to institute a reasonable training program for displaced employees who, with the training, could qualify for available employment in any positions created as a result of the change. Employees to be displaced shall be given first opportunity to qualify for the new positions.
- c. In the event an employee is unsuccessful filling a bargaining unit position which has been modified by a systems change and no alternative position is available for which the employee is qualified, the employee will be considered in layoff status. A layoff which is the result of a systems change shall only be considered if no other alternative position is available for which the employee is qualified.

**Section 9.8 - Discipline for Just Cause** No regular employee who has completed their introductory period shall be disciplined or discharged except for just cause. Employees who have been discharged by the Employer shall receive a written statement of the cause of discharge at the time of discharge signed by Executive Director or his/her designee.



**Section 9.9 - Progressive Discipline**

- a. The Employer and the Union agree that in correcting inappropriate employee conduct the Employer shall employ progressive discipline which shall include oral warnings, written warnings, probation, suspensions and dismissal. The Employer will evaluate the conduct of the employee and the circumstances of the incident to determine what level of discipline is appropriate. The parties recognize that certain conduct is of such a serious nature that resort to a progressive discipline approach is inappropriate. Conduct falling in this category, depending on its severity, may include, but shall not be limited to theft, fighting, violation of the Employer's harassment and discrimination policies, fraud, falsification of documents, insubordination; possession, sale or use of illegal drugs on Employer premises or the use of alcohol on Employer premises or possession of dangerous weapons on Employer premises. The principles of just cause shall apply to all levels of discipline.
- b. An employee shall be given a reasonable opportunity, not to exceed five (5) working days after receipt, to read, sign and answer all written warnings before placement of such materials in the employee's personnel file. The employee's signature thereon shall not be construed as an admission of guilt or concurrence with the reprimand, but rather shall be requested as an indication that he or she has seen the written warning and comprehends the gravity of the disciplinary action taken. An employee is required to acknowledge, by his or her signature, receipt of the written warning so as to assure that nothing is prematurely placed in the employee's file. Disciplinary materials that have not been signed by the employee shall be removed from the file. Written disciplinary notices provided for herein shall not remain in effect for more than twenty-four (24) months from the date of such warning notice, unless two (2) of more incidences occur in a consecutive twenty-four (24) month and then the notice will remain in effect. The twenty-four (24) month period is based on the most recent event.
- c. An employee shall have the right to have a Union Representative present at all meetings, interviews or discussion which the Employer knows may reasonably lead to discipline consistent with Subsection 1.10(b) of this Agreement.

**Section 9.10 - Evaluations**

- a. Performance evaluations will be completed for employees represented by the Union as follows: (1) after the first three months, but before the end of the sixth month of an employee's introductory period; (2) on or before the end of the first six months of an employee's provisional period (if any), and (3) annually thereafter on the employee's hire date into his/her current position ("the anniversary date"). A supervisor must present the annual evaluation to the employee for review and discussion on or before the thirtieth working day following the employee's anniversary date.

Introductory and provisional employees will be trained and coached according to their training plan under Article 15, Section 15.2b. Employees will also have periodic feedback from supervisors throughout the evaluation period, either on a quarterly check-in form or in scheduled meetings with supervisors.

**Collective Bargaining Agreement  
Seattle Housing Authority and OPEIU Local No. 8**

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- b. Evaluations will be prepared and recorded in an electronic evaluation format, as agreed and approved in negotiations between the Employer and the Union. Evaluations will be reviewed by the employee's supervisor and upper management, as appropriate or necessary, before they are presented to the employee. If the employee has transferred from one supervisor to another within the last six months, the employee's immediate supervisor and the past immediate supervisor shall collaborate on the evaluation. In the case of disagreement between the supervisors about a rating, the immediate supervisor shall finalize the evaluation but only as the evaluation relates to work supervised by him/her.
- c. The employee shall have the opportunity to include comments and feedback electronically within ten (10) working days of presentation of the evaluation. The employee shall be required to electronically sign and date the evaluation signifying that it was discussed with the employee and that the employee received a copy. Once an evaluation has been discussed by the employee and the supervisor, any revision to the evaluation shall be discussed with the employee who shall electronically acknowledge and date the revised evaluation, signifying that it was discussed with the employee and that the employee received a copy. The employee shall have the opportunity to include comments and feedback electronically in the revised evaluation at that time or within ten (10) working days after presentation of the revised evaluation.
- d. Any employee who feels the evaluation needs further discussion may review it with the supervisor or the department head. The employee shall have the right to have his or her shop steward present at performance evaluation meetings with the supervisor or department head when discipline may be involved as provided in Subsection 1.10(b). Evaluations involving discipline are subject to the grievance procedure.

**Section 9.11 - Personnel Files**

- a. Employees may review their personnel file upon request and make copies of all materials in the file at their expense. Copies of materials inserted in the personnel file subsequent to the effective date of this Agreement shall be provided to an employee at no cost. Only one personnel file shall be kept for each employee and such files shall be maintained confidentially in the Human Resources office. Nothing in this paragraph shall prevent a supervisor from keeping informal records relative to any employee's performance. Such records shall not be part of the employee's personnel file unless discussed with, and provided to, the employee. Copies of all performance evaluations will be included in the employee's personnel file.
- b. If a document has been placed in an employee's personnel file before the employee has had a reasonable opportunity, not to exceed five (5) working days after receipt, to read, sign and answer the document, the document shall be removed.

**Section 9.12 - Job Descriptions** The Employer will furnish the Union with job descriptions for all classifications in the bargaining unit including modifications and revisions thereto. The Employer will review and update these job descriptions as the Employer deems necessary so that the descriptions accurately reflect the work being performed. All impacted employees will be provided a copy of revised job descriptions within 10 days of approval by the Human Resources Department. If an employee finds the job description does not accurately reflect the work the employee does, the employee may submit a revised job description to the Human Resources Director and employee's supervisor and/or request that the employee's status or job classification be upgraded. The Human Resources Director shall review and respond within thirty (30) days. If a request has been denied, a written response shall be provided with a detailed explanation for the denial. The Employer will provide an employee with a copy of the current job description for his or her general classification upon request. The Employer will notify the Union in writing of any new classifications to be covered by this Agreement.

**Section 9.13 - Employer Policies**

- a. To the extent that the Employer's employment policies are not in conflict with this Agreement, they will be accepted as working policy. Where a policy conflicts with an express provision of this Agreement, the Agreement shall prevail.
- b. The Union will be furnished a copy of any new Employer rules or regulations with respect to the bargaining unit at least fifteen (15) days prior to the time they are to be implemented. Any change in policies, rules or regulations which are mandatory subjects of bargaining for employees in the bargaining unit shall be negotiated with the Union. Any changes in policies, rules or regulations which are contrary to the express terms of this Agreement shall require agreement of the Union. In the event the Union is not furnished with same, they shall have no effect upon members of the bargaining unit.

**ARTICLE 10**

**SENIORITY**

**Section 10.1 - Application of Seniority** Unless specifically addressed elsewhere, including Sections 8.2(e), 9.1, 9.2, 9.3, 15.1(c), 16.1, 16.2, and 16.3, when decisions affecting priority between two or more employees affect their rights, seniority will be the determining factor if demonstrated skill, ability and qualifications are judged by the Employer to be substantially equal.

**Section 10.2 - Accrual of Seniority** Except as otherwise provided Memorandum of Understanding No. 1, seniority shall be accrued for each calendar day of continuous employment from the most recent date of hire or rehire within the bargaining unit, including prior service within the bargaining unit, time spent on paid medical leave, military leave, job-injury leave or maternity leave that occur during employment within the bargaining unit. Upon rehire after a break in service, previous seniority in the bargaining unit shall be credited to the employee, excluding period(s) when the employee was not employed by the Employer. Seniority shall accrue during

**Collective Bargaining Agreement  
Seattle Housing Authority and OPEIU Local No. 8**

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periods of leave without pay for up to thirty (30) calendar days except as otherwise noted in this Agreement.

**Section 10.3 - Loss of Seniority** Seniority shall be lost upon resignation, retirement, discharge, layoff (after two years), or failure to report to work within ten (10) working days after notice by certified mail of recall from layoff.

**Section 10.4 - Seniority After Promotion Out of Bargaining Unit** An employee who is transferred or promoted to a position within Seattle Housing Authority outside of the bargaining unit shall not continue to accrue seniority, but shall regain all previously accrued seniority if returned to a position in the bargaining unit.

## ARTICLE 11

### DISPUTE RESOLUTION

A grievance shall mean a claim or dispute by an employee, group of employees or the Union with respect to the interpretation or the application of an express provision of this Agreement, or contractual past practice. The employer and the Union endorse the general proposition that whenever possible grievances, complaints and disputes shall be resolved at the lowest possible level of authority, and specifically directly among the employee, the steward and the immediate supervisor wherever possible. Both parties will extend efforts to establish a working relationship between the stewards and immediate supervisors. The following grievance procedure shall be used to resolve a grievance. Time limits in this Article may be extended by mutual agreement of the parties in writing. The steps provided for herein may be waived by mutual agreement of the parties in writing.

All grievances shall be reduced to writing and will include the following points:

- (1) Name of grievant or grievants, and hire date.
- (2) Date of alleged violation.
- (3) Citation of the section or subsections of the contract alleged to have been violated.
- (4) A brief summary of the facts giving rise to the alleged violation referencing just cause (Article 9.8) provisions not met.
- (5) Specific remedy requested.

#### **Step 1: Immediate Supervisor**

The employee and a Union Representative, if requested by the employee, shall first meet with the employee's immediate supervisor and attempt to resolve the problem. The meeting shall be requested and scheduled within fourteen (14) calendar days of the employee's knowledge of the facts which constitute the grievance. The Union will present the grounds for the grievance at the meeting. In an effort to resolve the matter, the meeting will be interactive where either party may ask the other party questions or have the opportunity to clarify their position at the meeting as long as the clarification is

**Collective Bargaining Agreement  
Seattle Housing Authority and OPEIU Local No. 8**

---

directly related to the grievance. The immediate supervisor shall, within fourteen (14) calendar days of the meeting, respond to the employee, the Union Representative and/or Shop Steward in writing. An alleged failure to abide by resolution of a grievance is not subject to the grievance procedure unless the resolution was put in writing and signed by the supervisor.

With Mediation:

At the time the Union submits the Step 1 grievance to the supervisor(\*), the Union Representative, or the aggrieved employee, or the employer, may submit a written request to the other party for voluntary mediation assistance before proceeding with the Step 1 grievance hearing. The receiving party shall respond to the requesting party in writing within seven (7) calendar days after receipt of the written request as to whether mediation is acceptable or not.

If agreement is made by both parties to have mediation, the Human Resources Director shall be notified by the requesting party within seven (7) calendar days and the Human Resources Director will send a request for mediation to the Alternate Dispute Resolution (ADR) Coordinator, with a copy of the request sent to both parties involved in the grievance.

If the ADR Coordinator determines that the case is in line with the protocols and procedures of the ADR process, within fourteen (14) calendar days from receipt of the request for voluntary mediation assistance, the ADR Coordinator or his/her designee will schedule a mediation conference and make the necessary arrangements for the selection of a mediator(s). If the case is not mediated for any reason by the Alternate Dispute Resolution (ADR) Coordinator, the case will revert back to a Step 1 grievance hearing.

The mediator(s) will serve as an impartial third party who will encourage and facilitate a resolution to the dispute. The mediation conference(s) will be confidential and will include the parties. The Human Resources Director or his/her designee and the supervisor(\*) and the Union may attend the mediation conference(s). Other persons may attend with the permission of the mediator(s) and both parties.

If the parties agree to settle the matter, the mediator(s) will assist in drafting a settlement agreement, which both parties shall sign. An executed copy of the settlement agreement shall be provided to the parties, with either a copy or a signed statement of the disposition of the grievance submitted to the Human Resource Director and the Union. The relevant terms of the settlement agreement shall be provided by the parties to the appropriate department-designated official(s) who need to assist in implementing the agreement.

## Collective Bargaining Agreement Seattle Housing Authority and OPEIU Local No. 8

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If the grievance is not settled within fourteen (14) calendar days of the initial mediation conference date, the Human Resources Director, the supervisor(\*) and Union Representative shall be so informed by the ADR Coordinator.

The parties to a mediation shall have no power through a settlement agreement to add to, subtract from, alter, change, or modify the terms of the collective bargaining agreement or to create a precedent regarding the interpretation of the collective bargaining agreement or to apply the settlement agreement to any circumstance beyond the explicit dispute applicable to said settlement agreement.

If the grievance is not resolved through mediation, then the grievance process will revert to the Step 1 rules, where a written decision from the employer will be sent within fourteen (14) calendar days, notifying the Union that the grievance is being denied. A decision to continue with the grievance process to Step 2 will be up to the Union.

*(\*) The term supervisor for purposes of mediation is a generic term for all titles of positions that supervise OPEIU members. Examples could be Coordinators, Managers, Administrators and Directors.*

### **Step 2: Next Level of Supervision**

If the matter is not resolved to the employee's satisfaction in Step 1, the employee and a Union Representative or the Union Representative acting on the employee's behalf shall file the grievance to the next level of supervision (or designated representative) within fourteen (14) calendar days of the immediate supervisor's decision. A written statement of why the Union believes the grievance was not resolved at Step 1 shall be presented at Step 2. The next level of supervision (or designated representative) shall meet with the Union Representative and employee within fourteen (14) calendar days following receipt of the grievance for the purpose of resolving the grievance. The Union will present the grounds for the grievance at the meeting. In an effort to resolve the matter, the meeting will be interactive where either party may ask the other party questions or have the opportunity to clarify their position at the meeting as long as the clarification is directly related to the grievance. The next level of supervision shall reply in writing within fourteen (14) calendar days of the meeting.

### **Step 3: Human Resources and Union Representative**

If the matter is not resolved in Step 2 to the employee's satisfaction, the grievance shall be submitted in writing to the Human Resources Director (or designated representative) within fourteen (14) calendar days of receipt of the Step 2 response. Subsequent processing of the grievance shall be limited to the alleged violations contained in this statement. The Human Resources Director or designee and the Union Representative shall meet within fourteen (14) calendar days after submission of the grievance for the purpose of resolving the grievance. The Union will present the grounds for the grievance at the meeting. In an effort to resolve the matter, the meeting will be

interactive where either party may ask the other party questions or have the opportunity to clarify their position at the meeting as long as the clarification is directly related to the grievance. The Human Resources Director or designee shall provide a written answer within fourteen (14) calendar days of the Step 3 meeting.

**Step 4: Arbitration**

If the grievance is not settled on the basis of the foregoing grievance procedures, the matter may be referred to an arbitrator within fourteen (14) calendar days following receipt of the Human Resources Director's written decision. If the Employer and the Union are unable to agree on an arbitrator within five (5) calendar days after they first meet to determine such appointee, either party may request the Federal Mediation and Conciliation Service to provide a list of seven (7) names from which the parties may select one. The representatives of the Employer and the Union shall alternately eliminate the name of one person from the list until only one name remains. The right to strike first shall be determined by lot. The person whose name remains shall be the arbitrator.

The arbitrator shall hold a hearing on the grievance within sixty (60) calendar days of his/her selection. The parties shall be afforded an opportunity to present evidence and witnesses and to otherwise submit their positions concerning the grievance. The arbitrator shall render his/her decision within thirty (30) calendar days after the hearing. The decision shall be final and binding upon the parties to the grievance provided the decision does not involve action by the Arbitrator which is beyond his/her jurisdiction or authority. The arbitrator shall also determine who will bear the expenses of the arbitrator. Each party shall bear its own expenses for witnesses and representation.

The arbitrator shall not have authority to function outside of the terms of this Agreement or to decide any issue not submitted or to interpret or apply the Agreement so as to change the intent of the parties. The arbitrator shall not give any decision which modifies, revises, detracts from or adds to any of the terms or provisions of this Agreement. Where the language of this Agreement is not clear and unambiguous, past practice of the parties in interpreting or applying terms of the Agreement can be relevant evidence but may not be used to justify a modification (whether by addition or subtraction) of the written terms of this Agreement. The decision of the arbitrator shall be in writing and shall not be made until both parties have had reasonable opportunity to present their cases together with arguments and briefs as requested.

**ARTICLE 12**

**BENEFITS**

**Section 12.1 - Medical/Dental** The Employer shall furnish and pay for medical and dental insurance for all eligible regular employees and all eligible members of their families including domestic partners and dependents, for benefit levels in effect on the execution date of this

**Collective Bargaining Agreement  
Seattle Housing Authority and OPEIU Local No. 8**

---

Agreement. Such medical insurance shall be provided by one or more carriers to be selected by the City of Seattle. The Employer participates in the City of Seattle Medical/Dental benefits program. If two or more carriers are made available, the employee shall have the opportunity to select from among them that plan which best meets their individual needs.

**Section 12.2 - Life Insurance Plan** In accordance with the formula established by the City of Seattle, the Employer shall provide and pay a percentage of the premium for basic group life insurance coverage for regular full-time employees, and regular part-time employees regularly scheduled to work at least twenty (20) hours per week or eighty (80) hours per month. The employee will be required to pay a percentage of the premium required for coverage. Premiums are based on employee's annual earnings. An optional Supplemental Life Insurance Plan is available at the employee's cost.

**Section 12.3 - Disability Insurance** The Employer shall provide and pay premium for group basic long-term disability insurance coverage for regular full-time employees, and regular part-time employees regularly scheduled to work at least twenty (20) hours per week or eighty (80) hours per month in amounts consistent with the policies maintained by the City of Seattle. Employees may elect to pay for additional coverage if permitted by the benefits package negotiated by the City of Seattle.

**Section 12.4 - Accidental Death and Dismemberment Insurance** The Employer shall make available employee-paid Accidental Death and Dismemberment insurance for regular full-time employees, and regular part-time employees regularly scheduled to work at least eighty (80) hours per month.

**Section 12.5 Initial Eligibility** Coverage for medical, dental, life, disability, and Accidental Death and Dismemberment insurance (Sections 12.1, 12.2, 12.3 and 12.4) becomes effective on the first calendar day of the month following the employment date (first day of work). If the first day of work is the first calendar day of a month, then benefits will begin on that day. If the first day of work is not the first calendar day of the month, then benefits will start on the first of the following month.

**Section 12.6 - Workers' Compensation** All employees subject to this Agreement shall be covered by the State Industrial Accident Insurance and Medical Aid.

**Section 12.7 - Dependent Care Program** The Employer shall establish, and these employees may participate in, an I.R.C. Section 129 dependent care assistance program.

**Section 12.8 –Unreimbursed Health Care Expenses Program** The Employer shall establish, and these employees may participate in, an I.R.C. Section 125 Health Care Flexible Spending Plan.

**Section 12.9 - Reopen Regarding Benefits** During the term of this Agreement, if any changes in the insurance, premiums, or benefits are implemented by the City of Seattle, the Employer will follow suit with this bargaining unit.



**ARTICLE 13**

**RETIREMENT**

The retirement benefits under the State Employees Retirement System shall be provided for each regular employee under the rules of the State Employees Retirement Board.

**ARTICLE 14**

**EMPLOYEE ASSISTANCE**

The Employer shall provide and pay for an Employee Assistance Program (EAP) including professional outside counseling for all regular full-time employees and domiciled families including domestic partner during the term of this Agreement. This service shall be completely confidential. No management approval, notification or report shall be necessary for use of the Program. The Employer shall be responsible for a maximum of six (6) visits. An employee may elect to continue to use the EAP at the employee's own expense if medical insurance does not cover such use. Accrued sick leave, compensatory time, or annual leave shall be used by the employee while attending during EAP counseling or therapy. If the EAP referral is made by the Employer, and the employee has insufficient accrued sick leave or annual leave, the Employer will give the employee leave without pay to cover the time spent attending EAP counseling or therapy.

**ARTICLE 15**

**EDUCATION AND TRAINING**

**Section 15.1 - Eligibility for Training**

- a. Management is committed to encouraging and supporting individual career growth and development for all the employees. Each employee is responsible for identifying individual strengths and weaknesses and creating a training and development plan with his or her supervisor. This plan should not only address the current job skill requirements and career goal, but the future requirements of the agency. The Employer shall make every effort to implement an employee's training and development plan that is relevant to the Agency's business needs.
- b. Regular employees who have passed their introductory period are eligible for Employer paid training and development classes, programs, conferences and workshops which will foster career growth, encourage and assist employees in development of knowledge, skills and abilities mutually advantageous to the Employer and the employee. Employees may request attendance at relevant sessions and/or the employee and the supervisor may mutually agree upon a plan and attendance at individual sessions aimed at meeting a planned course of study or training. A supervisor may unilaterally send an employee to a training or conference which will benefit the employee and enhance their work-related skills.

**Collective Bargaining Agreement  
Seattle Housing Authority and OPEIU Local No. 8**

---

- c. If two or more bargaining unit employees at the same work site apply simultaneously for the same training option which has been or will be approved by the Employer and a choice must be made as to who can be released from regular work time, seniority shall prevail, except where a supervisor has determined an employee's demonstrated need for a specific training or the most senior employee has had previous opportunity to attend training options. Past attendance at training or conferences shall be taken into consideration so as to permit the widest range of employees to attend sessions which the Employer believes to be of benefit. Membership in local and/or national NAHRO may be a consideration in management's decision concerning attendance at certain conferences.

**Section 15.2 - In-House Training**

- a. Approved in-house training required for systems changes or required upgrading of employee skills shall be provided without cost or loss of pay to the employee during regular working hours.
- b. Introductory and provisional employees shall receive a standardized training plan for their job at the beginning of their employment in the position. Training plans shall include the following and must be in writing: learning objectives, procedures for job duties, a set timeline, and the name(s) of the designated trainer(s). The training plan shall be included in the evaluation process for 6-month performance evaluation for introductory employees and in the 6-month performance evaluation for provisional employees.
- c. If there is a need for specific development during the introductory or provisional period, a development plan must be included in the performance evaluation on the appropriate page, so that the employee will be aware of the specific needs for improvement to meet the minimum requirements for the position.
- d. Any member that is assigned any staff training responsibilities by their supervisor or manager shall receive a 5% premium above their normal pay for the duration of the training assignment. The training premium is only for those employees who do not have training or teaching responsibilities as a part of their job description. The employer shall provide all necessary training materials, and a written list of training items or objectives that will be included in the training session(s).

**ARTICLE 16**

**LAYOFF**

**Section 16.1 - Reduction in Force**

- a. If a reduction in force, or a reduction of hours greater than .25 FTE of the employees subject to this Agreement becomes necessary, the Employer shall notify the Union of the extent and nature of the layoff no less than thirty (30) days prior to implementation unless documented business needs require otherwise. For layoffs due to subcontracting, the longer notice period

**Collective Bargaining Agreement  
Seattle Housing Authority and OPEIU Local No. 8**

---

of Subsection 16.3(a) shall apply. The Authority agrees to negotiate the effects of any reductions in the work force at the time of notification.

- b. If a reduction in force, or a reduction of hours greater than .25 FTE becomes necessary, the Employer shall determine the classifications in which positions are to be reduced. The Employer will review qualifications, skill, ability and seniority as factors in determining which employees will be laid off. If two (2) or more employees in a job classification have the required job performance, qualifications, skills and abilities to perform the remaining bargaining unit work in the job classification, the employee with the least seniority in the lowest job classification shall be the first to be laid off. A layoff out of the inverse order of seniority may be made if, for valid business reasons, retention of special skills is required. If the layoff of the least senior employee should cause a violation in the Equal Employment Opportunity Program of SHA, the next least senior employee in the classification will be the one laid off.
- c. Employees who are permitted to take a voluntary layoff will have recall rights per Section 16.2 but will not be eligible to displace another employee per Section 16.1 (d) (e). Employees who elect to take a voluntary layoff will be required to sign an SHA form and will be unable to rescind their decision.
- d. The Employer shall determine and announce layoff action by department, identifying the specific classification and the number of employees affected in each classification. The Employer shall notify the individual employee(s) of the layoff in writing with a copy of the layoff notice given to the Union. Within ten (10) working days of such notification, the employee(s) notified of layoff may exercise his or her option to displace another employee by submitting a written request to the Employer's Human Resources Director.
- e. The employee who was notified of layoff may elect to displace a person with less seniority in the same grade or lower grade. In order to exercise this displacement option, the employee who was notified of layoff must show that he or she meets the minimum qualifications required for the position held by the employee being considered for displacement. If, for valid business reasons, retention of special skills is required, then the next senior employee shall be considered. The employee displaced under this provision shall not have an opportunity to displace another employee.
- f. The employee who was notified of layoff may be required to take a skills assessment to ensure skills are up to date and relevant to the position. If it is deemed by the Employer that additional skills are needed, training will be provided in accordance with Article 15.1 (b). If the employee is unable to complete the training satisfactorily or perform the duties in a satisfactory manner within six (6) months, the employee will be placed on the recall list. (Article 9.9 progressive discipline does not apply.) The employee will have a one-time opportunity to complete this process. If the second time off the recall list the supervisor will apply Section 9.9 Progressive Discipline, if necessary.

**Collective Bargaining Agreement  
Seattle Housing Authority and OPEIU Local No. 8**

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- g. An employee who displaces another employee in a lower grade in accordance with Subsection 16.1(d) will be placed at the pay step which is closest to the employee's pay in the eliminated position, but will not be paid higher than the highest step of the lower classification.
- h. An employee shall be given four (4) weeks' notice of layoff or paid four (4) weeks' pay in lieu of notice.
- i. Nothing in this section shall be construed to mean that the Union waives any statutory rights the Union may have to bargain over layoffs.

**Section 16.2 - Recall**

- a. Any employee laid off shall be placed on a recall list for a period of one year. Both employees who have been notified by the Employer that they will be laid off (but have not yet been laid off, and employees on the recall list, have first priority for any available regular or temporary bargaining unit position (in any classification) for which the employee has the required job performance, qualifications, skills and abilities in a grade no higher than the highest grade in which that employee has passed probation. The Employee may apply for any promotional opportunities available per Section 9.1 and will be notified of such per Section 16.2 (b). Employees shall be reinstated to positions for which they qualify in inverse order of layoff. A recall out of the inverse order of layoff may be made if, for valid business reasons, retention of special skills is required. An employee recalled to his or her former position or position in the same grade as his or her former position shall be paid at the grade and step for the position applicable at the time of recall. An employee may choose to accept recall to positions in lower grades until a position in the same grade as his or her former position is available; if so, the employee shall be paid at the grade and step for that position closest to, but no lower than, the employee's previous pay. If the employee is offered a position in a higher grade, he or she shall either 1) accept that position, and be paid at the grade and step for that position closest to, but no lower than, the employee's previous pay; or 2) decline the position, and have his or her pay reduced to the highest step in the employee's current grade. The Employer shall not hire from outside sources for bargaining unit positions while qualified employees on the recall list are available and willing to be employed. Employees on the recall list shall receive job bulletins for all bargaining unit positions.
- b. Any notice of re-employment to a laid off employee shall be by certified mail, return receipt requested, to the last known address of such laid off employee. It is the responsibility of each employee to keep the Employer advised of any changes in telephone number or address. A courtesy copy of the recall notice shall be provided to the Union by regular mail. Failure of the Union to receive the notice or to contact the employee shall not be grounds for a grievance related to recall. An employee shall have ten (10) business days from the date the notification is postmarked to accept or reject the recall offer. Irrespective of cause, if no response is received from an employee within ten (10) business days of the date the notice is post-marked, the laid off employee's name shall be removed from the recall list.
- c. The following procedures will be followed in conjunction with preceding sections:

**Collective Bargaining Agreement  
Seattle Housing Authority and OPEIU Local No. 8**

---

1. The employee will be placed on the Recall List for a period of up to one (1) year. This one year timeframe will begin the day following the last day of employment.
2. The employee will be responsible for ensuring that Seattle Housing Authority – Human Resources (SHA-HR) has the most current contact information while on recall status.
3. SHA-HR will send weekly notices of any OPEIU job openings. These notices will be sent to the OPEIU business representative concurrently.
4. Upon receipt of the weekly job openings, the employee will have five (5) work days to notify SHA-HR of an interest for a job opening. This notification must be in writing. The employee on recall must have the appropriate job performance criteria, qualifications, skills and abilities to be considered for the position. If the employee does not meet the stated criteria, they will remain on the recall list.
5. The employer will send a notice of re-employment to the laid off employee, via certified mail, return requested to the last known address. The employee has ten (10) business days from the postmarked date to accept or reject the recall offer. If no response is received from the employee within ten (10) working days of the postmarked notification, the laid off employee's name will be removed from the recall list. If an employee accepts work and meets the job performance criteria, qualifications, skills and abilities, the employee will be reinstated closest to but no lower than the employee's previous pay. (This standard will be utilized for any position at, above or lower than the exiting classification.)
6. To verify the skill levels, the employee may be required to take a skills assessment to ensure the skills are up to date and relevant to the position. If it is deemed by the Employer that additional training is needed, training will be provided in accordance with Article 15.1 (b). If the employee is unable to complete the training satisfactorily or perform the duties in a satisfactory manner within six (6) months, the employee will return to the recall list. (Article 9.9 progressive discipline does not apply.) The employee will have a one-time opportunity to complete this process. If the second time off the recall list the supervisor will apply Section 9.9 Progressive Discipline, if necessary.
7. The employer will not hire from the outside for OPEIU bargaining positions while qualified employees are on the recall list.

**Section 16.3 - Subcontracting**

- a. The Employer shall have the right to contract out work if the Employer:
  - (1) Demonstrates that current employees do not have the skills, or equipment to do the work;  
or

**Collective Bargaining Agreement  
Seattle Housing Authority and OPEIU Local No. 8**

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- (2) Except where an emergency situation exists (including natural or human-made disasters), give the Union at least six (6) months notice, before the date any existing bargaining unit employee is laid off as a direct result of such contracting out, of its intent to subcontract. If such notice is not given, the Employer shall pay to each laid-off employee his or her salary for the difference between six months and the actual amount of notice given; and
  - (3) Provides early and complete documentation, including financial records, of the need, the effects, the budget impact, and other relevant factors; and
  - (4) The Employer shall work collaboratively with a Union committee to find alternate in-house solutions, such as greater efficiencies, elimination of redundancy, and reduced hours of work, unemployment work sharing, hiring freezes and temporary wage freezes, etc.; and
  - (5) If collaborative measures do not work, negotiates the subcontracting decision and its effects.
- b.** All employees potentially subject to layoff as a result of subcontracting have first priority for open bargaining unit positions for which they qualify over all other applicants, except for those employees already on the recall list. If normal attrition within the bargaining unit is not sufficient to allow placement of a displaced employee, an employee may be placed in a position outside the bargaining unit at the appropriate rate of pay for the position. Such an employee shall have first priority for an open bargaining unit position within his or her former classification. For such employees only, the Employer agrees to apply the terms and conditions of Sections 9.8, 9.9 and 9.11 of this Agreement, and agrees to process grievances arising from these sections according to Article 11 of this Agreement. The Employer's obligations under the previous sentence shall end if the employee: (1) refuses placement into an open bargaining unit position within his or her former classification; or (2) voluntarily relinquishes his or her rights and membership obligations under this Agreement.
- c.** In the event provisions of Subsections 16.3(a) and (b) are not sufficient to prevent job loss, all employees potentially subject to layoff as a result of subcontracting shall be offered reasonable outplacement assistance services, paid for by the Employer. Employees may attend outplacement assistance services sessions and job interviews during normal working hours if they have received prior approval from their supervisor. Such approval shall not be unreasonably denied. Employees shall be paid for time spent in approved attendance at outplacement assistance services sessions and job interviews during normal working hours.
- d.** In the event the Employer shall, by merger, consolidation, sale of assets, lease or by any other means, enter into an agreement with another firm or individual which, in whole or in part, affects the existing appropriate collective bargaining unit, the Employer shall give four (4) months notice of its intent to do so. The Employer shall demonstrate to the Union that it has made a good faith effort to negotiate with the successor to secure agreement of the successor to offer employment to all current employees in this bargaining unit before offering the work to other persons. The Employer and the Union shall negotiate regarding how to minimize the effects of said agreement on bargaining unit work and bargaining unit employees.

**ARTICLE 17**

**HEALTH AND SAFETY**

- a. The Employer agrees to provide a safe and healthful work environment for all employees consistent with all applicable health and safety laws and regulations.
- b. The Employer shall provide all necessary break periods and other protections required by law for VDT operators.
- c. A Safety Committee consisting of equal numbers of Union and management representatives shall meet monthly to review safety issues and recommend improvements.
- d. If an employee feels that problems are caused or aggravated by work related assignments or substances at the Housing Authority, the employee will make that information known to his or her immediate supervisor and/or the Safety Administrator, and/or the Director of Human Resources who will evaluate the information and, if necessary, shall make reasonable efforts to correct the situation promptly. All employee concerns will be responded to in writing by the Employer within three (3) business days of receiving the information..

**ARTICLE 18**

**SEPARABILITY**

If any part or provision of this Agreement is determined by a court or other tribunal acting within its jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall remain in effect. The Employer shall have the right to modify any terms or conditions of employment in order to comply with an order of such court or tribunal or to conform to any other applicable legal requirement, and such modification shall not be deemed a breach of the Agreement.

**ARTICLE 19**

**COMPENSATION**

**Section 19.1 - Rates of Pay –**

- a. For Fiscal Year 2016, all employees subject to this agreement will receive a one and three quarter percent (1.75%) increase in base wage, retroactive either to January 1, 2016 or his/her date of hire, whichever is most recent in time.
- b. For Fiscal Year 2017, beginning on December 23, 2016, employees will receive one hundred percent (100%) of the Seattle-Tacoma-Bremerton Area Consumer Price Index (W) increase in percentage from October 2015 through October 2016, with a minimum of one and a half percent (1.5%) and a maximum of three and a three quarters percent (3.75%). In addition, any

**Collective Bargaining Agreement  
Seattle Housing Authority and OPEIU Local No. 8**

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employee who is paid below the mid-point of his/her salary grade will receive an additional .5% wage increase. The minimum of the ranges will increase by .5%.

- c. For Fiscal Year 2018, beginning on the first day of payroll year 2018, employees will receive one hundred percent (100%) of the Seattle-Tacoma-Bremerton Area Consumer Price Index (W) increase from October 2016 through October 2017, with a minimum of one and a half percent (1.5%) and a maximum of three and three-quarters percent (3.75%). In addition, any employee who is paid below the mid-point of his/her salary grade will receive an additional .5% wage increase. The minimum of the ranges will increase by .5%.

**Section 19.3 - Work in Higher Classifications**

- a. Any employee under this Agreement who is expressly assigned responsibilities under a higher classification position for two (2) consecutive business days or more due to an absence of another employee shall be paid at the pay step for the appropriate grade which is at least 2.5% greater than the employee's current pay. The increase will be retroactive to the first day the employee assumed the assigned duties.
- b. Such assignments shall be approved in advance by the employee's supervisor in writing, and the specifics of such assignment including the effective date and length of the assignment shall be expressly stated. If this is not practical, only the Department Director may approve such reassignment or "acting" assignment.
- c. The employee shall be returned to the employee's previous grade and pay step immediately upon cessation of the "acting" assignment.

**Section 19.4 - Promotions and Transfers** An employee promoted to a higher position shall receive an increase to their pay rate equivalent to the percentage difference between the pay grade of their position and that of the other position (e.g. If an employee within pay grade A25 accepts a position within pay grade A28 they should receive no less than a 7.5% pay increase).

**Section 19.5 - Mileage and Business Use of Non-SHA Auto Insurance** When an employee is required to use the employee's personal automobile during the course of employment, the employee shall record miles traveled on the appropriate Employer form and shall be reimbursed at the current SHA mileage reimbursement rate. Documented parking, ferry fares and toll charges shall also be reimbursed.

**Section 19.6 - Shift Differential**

- a. Employees who have a regularly-scheduled workday ending after 7:30 p.m. shall receive \$1 per hour for each hour worked after 7:30 p.m. in addition to their regular hourly rate of pay.



**Collective Bargaining Agreement  
Seattle Housing Authority and OPEIU Local No. 8**

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- b. Some employees may have a regularly-scheduled workday ending after 7:30 p.m. solely because they have a compressed workweek (pursuant to Section 4.2). These employees shall not be entitled to the additional pay specified in Subsection 19.6(a).

Example: John Doe's regularly-scheduled workday begins at 9:30 a.m. and ends at 6:00 p.m. John, however, requests a compressed workweek with the same starting time as his former standard workweek, and this request is granted. John's regularly-scheduled workday now begins at 9:30 a.m. and ends at 8:00 p.m. John is working after 7:30 p.m. solely because his request to work a compressed workweek was granted; hence, he is not entitled to the additional pay specified in Subsection 19.6(a).

**Section 19.7 - Pay Periods** The pay period shall commence on Friday and continue through the second following Thursday, covering fourteen (14) consecutive days. Payday shall be on the second Friday following the end of a given pay period unless a holiday falls on the normal payday in which case the payday shall generally be the last working day prior to the holiday but may, in unusual circumstances, be delayed until the next working day after the holiday, if in the judgment of the Employer such action would be prudent and would not result in any substantial inconvenience to employees. A different pay period may be established by the Employer, so long as employees are paid no less than twice a month.

**Section 19.8 Lead Pay** Employees assuming a Lead position shall receive an additional \$3.00 per hour or a premium of ten percent (10%), whichever is greater, for hours worked as a lead in addition to their current hourly rate of pay.

ARTICLE 20

TERMINATION AND RENEWAL


This Agreement shall become effective January 1, 2016 and shall remain in effect until December 31, 2018, and shall thereafter automatically be renewed 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.

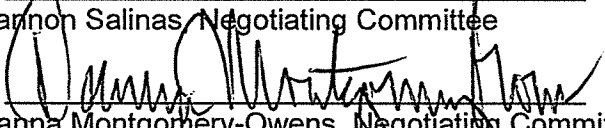
EXECUTED at Seattle, Washington this 21<sup>st</sup> day of November, 2016.

By   
Valarie Peaphon, Union Representative

By   
Andrew Lofton, Executive Director

By   
Vernida Jackson, Negotiating Committee

By   
Shannon Salinas, Negotiating Committee

By   
Deanna Montgomery-Owens, Negotiating Committee

By   
Louise Lauff, Negotiating Committee

By   
Sophia Phillips, Negotiating Committee

**MEMORANDUM OF UNDERSTANDING NO. 1**

**1. LABOR/MANAGEMENT COMMITTEE**

- a. The Employer and the Union will develop a joint Management/Labor Committee, which will be effective during the term of this contract. There will be five (5) members appointed by the Union and three (3) members appointed by the Employer on the Committee. The purpose of the Committee is to consider operational issues that may arise during the contract term that are not covered in the Collective Bargaining Agreement. Any member of the Committee may recommend issues to be discussed. All such issues will be placed on the Committee's agenda for discussion. All substantive issues passed by a majority of the Committee will be shared with the Executive Director and the President of the Union. However, this Committee shall not be a substitute or become a de facto Bargaining Committee. Neither party to this Memorandum is required to concur in or accept any recommendation of the Committee outside the context of normal labor negotiations.
- b. Within ninety (90) days of ratification of this Agreement, the Employer and the Union will work through the Management/Labor Committee to assure the appropriate number of stewards is available for member representation. Only five (5) of the stewards will attend Management/Labor meetings.

**2. SENIORITY FOR COMBINED BARGAINING UNIT**

- a. The seniority of employees covered by the OPEIU Agreement at the time of ratification of the first Group 1 contract (10/95) and the first Group 2 contract (10/97), now known as Charter members, shall be from the original date of hire at SHA, including time as a temporary employee, adjusted for any time while off payroll or while in a non-OPEIU job after the contracts first went into effect. Seniority for employees who entered the bargaining unit after the original ratification of Group 1 and Group 2 contracts shall be from date of entry into the bargaining unit, adjusted for any time while off payroll or in a non-OPEIU job while at SHA.
- b. Seniority accrual of the three (3) Building Inspectors who transferred to the bargaining unit on October 1, 2000, will commence as of the date they assumed their Building Inspector positions. Employees entering the bargaining unit on October 1, 2000, may apply for any OPEIU bargaining unit position with seniority from October 1, 2000. If any of the Building Inspectors apply for an OPEIU bargaining unit position, they will be granted additional seniority as previously stated.
- c. The 2002 merging of the Section 8 Building Inspectors with the Maintenance Housing Inspectors negatively impacted continuous bargaining unit seniority for Section 8 Building Inspectors. Seniority for all HQS Inspectors will be determined by seniority in the bargaining unit. Effective October 1, 2003, the rank order will be as follows:

**Collective Bargaining Agreement  
Seattle Housing Authority and OPEIU Local No. 8**

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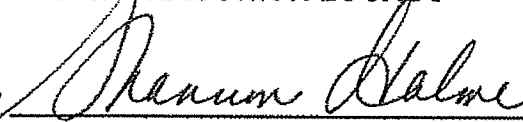
William Francis .... March 21, 1976  
Nancy Shutes ..... April 22, 1991  
~~Nancy Jones..... April 27, 1992~~  
Michael Yost..... October 19, 1993  
Lora Wait-Hoy..... December 11, 1998

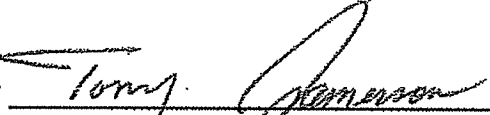
~~Bruce Brines..... October 1, 2000~~  
~~Sue Nigg..... October 1, 2000~~  
~~Paul Gimmi..... October 1, 2000~~  
~~Jeff Small..... November 20, 2000~~

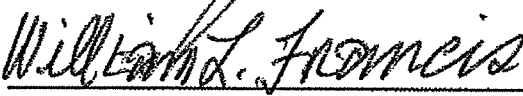
- d. Effective October 1, 2000, all new positions advertised for an OPEIU bargaining unit position will include a requirement for Saturday and evening work.

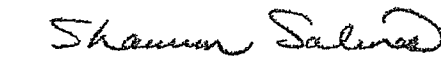
EXECUTED at Seattle, Washington this 3<sup>rd</sup> day of August, 2004.

**OFFICE & PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION LOCAL 8**

By   
Shannon Halme, Union Representative

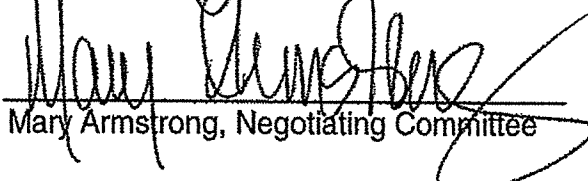
By   
Tony Jamerson, Negotiating Committee

By   
William Francis, Negotiating Committee

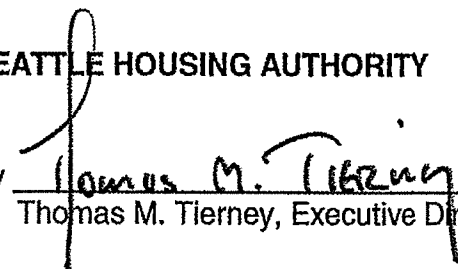
By   
Shannon Salinas, Negotiating Committee

By   
Jaime Martinez, Negotiating Committee

By   
Rudy Becton, Negotiating Committee

By   
Mary Armstrong, Negotiating Committee

**SEATTLE HOUSING AUTHORITY**

By   
Thomas M. Tierney, Executive Director

**Collective Bargaining Agreement  
Seattle Housing Authority and OPEIU Local No. 8**

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COLLECTIVE BARGAINING AGREEMENT  
OPEIU LOCAL 8 - SEATTLE HOUSING AUTHORITY

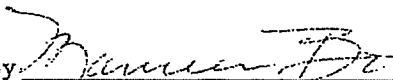
**MEMORANDUM OF UNDERSTANDING NO. 3**


- a. The Union, OPEIU Local 8, and the Employer, Seattle Housing Authority agree that Louise Lauff will retain her position of Senior Contract Administrator at Grade 42 pay and benefits, but shall be covered by all terms of the OPEIU/SHA Labor Agreement, for as long as she holds the position, except that:
  - (1) In the event of layoff, Ms. Lauff may elect to displace only employees in the bargaining unit; and
  - (2) Ms. Lauff shall not be eligible for overtime pay.
- b. Ms. Lauff will receive a back pay award from October 1, 1997.
- c. This agreement is made in the spirit of reconciliation and will not set precedent nor prejudice future unit clarifications sought by the parties.

EXECUTED at Seattle, Washington this 8<sup>th</sup> day of March 2001.

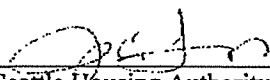
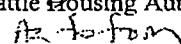
OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION LOCAL 8

SEATTLE HOUSING AUTHORITY

By   
Maureen Bo, Business Manager

By   
Harry Thomas, Executive Director

Approved as to form:

By   
Seattle Housing Authority General Counsel  


2016 MEMORANDUM OF UNDERSTANDING

BETWEEN

SEATTLE HOUSING AUTHORITY

AND

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 8

The Employer and the Union recognize that it is our mutual interest to ensure fair and reasonable compensation at the Seattle Housing Authority. The parties agree to work together to determine how bargaining unit employees are able to advance both monetarily and professionally while employed at SHA. The goal of this collaborative effort will be to develop a pathway of mobility within an employee's pay grade in addition to any agreed upon contractual wage adjustments. The parties will consider options that include measurable and specific criteria that may be applied to a newly hired employee, an employee who is rehired or any current eligible employee in the bargaining unit.

Within thirty (30) calendar days following ratification of the Agreement, the Employer and the Union will develop a joint Committee to formulate recommendations for adoption by the Agency. This "Compensation Committee" will be effective during the term of this Collective Bargaining Agreement and will consist of five (5) employee members appointed by the Union, plus their Union Representative when available, and six (6) management members appointed by the Employer. Meetings shall occur at least twice per month with additional time scheduled upon mutual agreement between the Employer and Union. Attendance at these meetings will be on paid time and during an employee's scheduled hours of work.

The parties agree to use the services of the Public Employment Relations Commission (PERC) as the Compensation Committee carries out its purpose to address employee mobility within their pay grade. A PERC Mediator will facilitate the initial meeting(s) of this Committee as it develops their work plan and specific goals. Additional assistance from PERC may be used if requested in writing by either the Employer or the Union.


The Compensation Committee will compile their recommendations for review by April 1, 2017. Any agreements reached by the Employer and Union will be subject to ratification by the bargaining unit and formally adopted by the parties if ratified. In the event that the parties fail to reach agreement over Committee recommendations, those issues in dispute shall be referred to binding arbitration as described in Article 11, Step 4: Arbitration of our Collective Bargaining Agreement.

**Collective Bargaining Agreement  
Seattle Housing Authority and OPEIU Local No. 8**

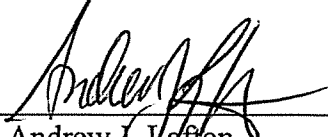
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EXECUTED at Seattle, Washington this 21<sup>st</sup> day of November ~~September~~ 2016.

OFFICE AND PROFESSIONAL  
EMPLOYEE INTERNATIONAL  
UNION LOCAL 8

By   
Valarie Peaphon  
Union Representative

SEATTLE HOUSING AUTHORITY

By   
Andrew J. Lofton  
Executive Director