

# OPEIU LOCAL 8 AND SEATTLE HOUSING AUTHORITY

## TENTATIVE AGREEMENT

THIS AGREEMENT, including previously executed attached Memorandum of Understanding, is made and entered into at Seattle, Washington effective this 1st day of January 2019~~20~~<sup>22</sup>, by and between THE SEATTLE HOUSING AUTHORITY, hereinafter referred to as the EMPLOYER, and OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL 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 as listed in the Appendix A of this contract ~~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) calendar days of the establishment of any new position in the ~~appropriate department~~ bargaining unit. 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** The Employer will inform new bargaining unit employees of the Union's status as the exclusive bargaining representative. Employees have the right to become a member of the Union. The Employer agrees to make payroll deductions for regular dues and assessments or agency fees upon receipt of signed ~~written~~ authorization by the employee from the employee or the Union on a form supplied by the union. The Employer agrees to notify the union within ~~one working~~ seven (7) calendar days of receipt of notification from an employee to cease deductions and/or withdraw from union membership.

### **Section 1.4 – New Hires and Rehires**

- a. The Employer will provide written notification to the Union of new hires and rehires in bargaining unit positions within seven ~~five (75)~~ calendar ~~working~~ days of hire. This notice will include:
1. First and last name
  2. Home address
  3. Work email address
  4. Job title
  5. Department

6. Start Date
7. Status (regular, project, temporary)
8. Primary work site

b. New Employee Orientation. The Employer will schedule ~~monthly meetings~~ for New Employee Orientation training sessions (unless there are no new employees) and will provide the Union the opportunity and contact information to meet new employees assigned to bargaining unit positions. The Employer will provide a list of such new employees ~~who will be attending the monthly meeting not less than five (5) working days prior to the orientation meeting, or as soon as practicable~~ in advance of the training. The Employer will permit thirty (30) minutes of release time either following New Employee Orientation or at another time upon reasonable notice, for the union to meet with new employees who are assigned to bargaining unit positions and introduce them to the Union/Collective Bargaining Agreement. Attendance at these meetings is voluntary.

**Section 1.5 - Rosters** Each month the Employer shall send the Union a list of all employees covered by this Agreement including their address, personal email address (if provided by employee), personal phone numbers (home and cell, if provided by the employee), classification, rate of pay, FTE status, starting 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 or Labor Relations Manager shall be notified annually of the identity of designated Shop Stewards recognized by the Union and upon a change in steward assignments. 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 scheduled 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~~ **their** representative can be present if ~~he/she~~ **they were** 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 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 - Probationary / Introductory Employee** Newly hired employees shall have a six (6) month probationary / introductory period which may be extended one time for up to 3 months, as needed, if the employee has documented performance issues. 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 a probationary / introductory employee through the grievance procedure. Employer-paid medical, vision, dental, life and disability benefits, and employee-paid Accidental Death & Dismemberment Insurance, shall be as set forth in Article 128.

**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 - Probationary / Provisional Employee** Probationary / Provisional status employees are those newly promoted employees in a classification under this Agreement who have not completed the probationary / 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 128 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 119.4 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 119.1. 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.

Employees working less than nine (9) months in a project position will not be eligible for Article 46 22 -Layoff Rights.

**Section 2.7 –Lead Employee** A Lead position shall be posted in accordance with Section 119.1 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 their 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, gender expression, political ideology, status as a breastfeeding mother, victim of sexual assault or domestic violence, 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 unless mutually agreed, 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.

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) calendar days' advance notice of shift changes and of permanent work location changes, provided, however, 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 shall receive of \$1 per hour for each hour worked after 7:30 p.m. in addition to their regular hourly rate of pay, in accordance with Section 4925.6.
- (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) calendar days' notice. The thirty (30) calendar days' notice may be waived with agreement of the employee and the Employer. The employer shall provide written notice of approval or denial written within seven ~~five (75)~~ business calendar 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 workstations ready to work when their shift begins and to work a full shift. When making up time, excessive unauthorized absences (i.e., unapproved leave/leave without pay, and no call/no show), excessive tardiness and excessive instances of leaving early without prior permission will be cause for discipline, except in cases of emergency or onset of illness. 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, merit leave, 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 makeup 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 or a 9/80 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) calendar days' 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 eight (8) working calendar 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, or a schedule of four (4) nine-hour days and a four-hour day. ~~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) calendar days' notice if they choose to change working a compressed workweek schedule. 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

See Section 6.3 for how holidays are applied to employees working a compressed work week.

~~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.~~
- (1) 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 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. (Language moved to Section 6.3)~~

(2) 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), ten (10) 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 workdays, 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 workday 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 9~~ 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. A meal period must be at least 30 minutes long and start between the second and fifth hour of the shift. 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.~~ (Language moved to new Article 5)

**Section 4.45 - 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 4.56 - 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 on-site employees will be dismissed early. If the Employer decides to close the facility due to severe weather conditions or other emergency, on-site 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 on-site employee believes that coming to work and/or a delay to leave work early would be a risk to personal safety, the on-site 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 scheduled to work onsite may consult with their supervisor to request to work from home as appropriate for the work and business needs. An employee may make-up to ~~four (4)~~ hours within the same workweek if 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 scheduled to work onsite makes a good faith effort to arrive at work on time but ~~and~~ arrives at work late.
- d. ~~Notwithstanding Section 5.2(d), i~~In the event of an emergency closure the day before a holiday, an employee who is not able to telework and does not have paid leave available will receive holiday pay. If an employee with a hybrid schedule is scheduled to be at the workplace when an inclement weather or other emergency closure occurs, they will telecommute that day. However, they may request to use accrued vacation, personal holiday time, compensatory time, or leave without pay.
- e. If an employee who is telecommuting loses power due to inclement weather, they shall notify their supervisor or manager as soon as possible. If the facility is closed for the day, then employees without power will receive the day or balance of the day remaining as paid time off.

If an employee who is telecommuting loses power due to inclement weather and the facility remains open, then the employee will go to the worksite or if the employee believes that coming to the worksite 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.

**Section 4.67 - 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**  
**OVERTIME**

**5.1 Overtime** - All time in excess of forty (40) hours per week shall be considered overtime. Time includes all hours worked and/or compensated (i.e., annual leave, sick leave, compensatory time, holidays, personal holidays admin leave and/or merit leave 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.

**5.2 Compensatory time** – Scheduling 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 (at the time earned) 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.

**5.3 Meals and Breaks** - Employees are entitled to One additional paid break period of ten (10) minutes ~~may be taken~~ during each three-hour overtime period. 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. Employees required to work in excess of their normal workday are authorized an Employer paid phone call.

**ARTICLE 6**  
**HOLIDAYS**

**Section 6.1 - 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
<u>Juneteenth</u>	Three (3) Personal Holidays
Fourth of July	

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 6.2 - 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 an ~~compensatory~~ alternate holiday 8-hour day off. The Employer shall not unreasonably deny the employee’s choice of a ~~compensatory~~ alternate holiday day off (within the work week) 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.

**6.3 Compressed Work Week Holiday**

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.

- a. Compressed Workweek Holidays – 4/10 schedule- 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 56.2(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.

**b. Compressed Workweek Holidays – 9/80 schedule** -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 56.2(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 the next workday 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.

## **ARTICLE 7** **ANNUAL LEAVE**

### **Section 7.1 - 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~~ (i.e. annual leave, sick leave, merit leave, compensatory time, 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 7.2 - Use of Annual Leave**

a. Eligible employees will be able to use annual leave as soon as it is earned, requested, and approved subject to Section 7.3. An employee may use accrued annual leave in units of not less



than 15-minute increments and be paid at his or her **their** 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/**base** 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~~ **SHA** Policy E12.1-5**14**.

**Section 7.3 - Response to Annual Leave Requests** Annual leave requests shall be approved or denied before the requested time off. The Employer shall respond ~~after~~ within ~~five~~ **eight (85)** ~~working~~ **calendar** 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) **calendar** days in advance of the planned annual leave.

Section 7.4 - Annual Leave Cash Out Once per calendar year on the first pay cycle in December of each year, an Employee may elect to cash out up to twenty-four (24) hours of annual leave provided that the employee will be left with a minimum of one hundred and twenty (120) hours of annual leave. This provision will be a pilot program and will sunset with the expiration of the contract 12.31.2024.

## **ARTICLE 8** **SICK LEAVE**

### **Section 8.1 - 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 8.2 - Use of Accrued Sick Leave**

- a. Paid accrued sick leave shall be allowed due to:
  - (1) the employee's illness, injury, or health condition; for medical diagnosis, care or treatment of the employee's illness, injury or health condition, or for preventative treatment; and
  - (2) for the illness, injury, or health condition of a family member (defined under RCW 49.46.210 to include: children, spouse, registered domestic partner, parent (including in-laws), grandparent, grandchild, sibling, or those relatives living with and dependent upon the employee); a family member's medical diagnosis, care, treatment, and/or preventative medical care;
  - (3) when the employee's place of business has been closed by order of a public official for any health related reason, or when an employee's child's school or place of care has been closed for such a reason;

(4) for a leave taken under the ~~Washington Maternity Disability Regulation~~, Washington Family Care Act, Washington Domestic Violence Leave Act, or the Family and Medical Leave Act (FMLA). 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. Language oved to Bereavement leave section (re-letter list)~~

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). **This Section will be superseded on the effective date of SHA's Paid Family Medical Leave Policy benefits, which will be available January 1, 2020.**

e. The Employer may require an employee taking leave under this section to furnish a written certification of illness by a health professional if the illness results in absence of more than three (3) consecutive work days at one time. The Employer may request the employee to state whether they used sick leave for an authorized purpose. ~~under Section 7.2(a).~~

f. Employees who have banked 244 or more sick leave hours 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. However, the employee must maintain a balance of 240 sick leave hours. The converted annual leave must be used at the time of conversion.

**Section 8.3 - Compensation of Sick Leave** An employee who is separated from employment shall be compensated at twenty-five percent (25%) of his or her their 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 9**

### **FAMILY MEDICAL LEAVE**

~~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. (Moved to seniority article) 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. It is the employees choice to use accrued leave or not while on FMLA. Provided, benefits under SHA Paid Family Medical Leave will be concurrent with FMLA leave, to the extent permitted by the law.

### **Section 9.1 – 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, except that Paid Family Medical Leave will run concurrently.~~
- 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. ~~Effective January 1, 2020, SHA's voluntary leave transfer program will be eliminated.~~

### **Section 9.1 – Family Medical Leave**

- a. Paid Family Medical Leave (PFML):
  - 1. Eligibility. In order to be eligible for SHA PFML an employee must have been employed for a Washington employer for at least 840 hours and worked for SHA for a minimum of 340 hours or their most recent previous employer had a voluntary plan, then an employee is eligible immediately. ~~Leave benefits will be as provided in SHA Policy E12.1~~ Otherwise a newer employee may be eligible for PFML from the state of Washington, prior to having worked 340 hours with SHA.
  - 2. Leave benefits. Leave benefits will be as provided in SHA Policy E12.1
- b. Family Medical Leave Act (FMLA):
  - 1. Eligibility. In order to be eligible an employee must have been employed at least twelve 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.
  - 2. 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.
  - 3. Annual Family Leave Duration. Subject to the notice and certification requirements described herein, an employee may request FMLA and Employer will based on FML eligibility, 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, registered 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.

4. 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.

5. 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 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~~they 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.

6. Notice An eligible employee who foresees that he/she they 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/her theirself, his/her their spouse, child, parent or registered 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.

7. Medical Certification If requested leave is to care for a spouse, registered 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 their son, daughter, spouse, registered 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.

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.

8. 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 registered domestic partner or because of a serious health condition of an employee which renders the employee unable to perform the functions of his/her their 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.

9. 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.

## **ARTICLE 10** **LEAVES OF ABSENCE**

### **Section 10.1 - 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~~ **themselves** 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 10.2 - 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~~ **they** 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~~ **their** 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 **Human Resources** Director immediately upon receipt.



**Section 10.3 - 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~~ they are appointed or selected as a convention delegate or workshop participant, unless there is a valid business reason that prevents such release.

**Section 10.4 - 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.
  - (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 10.7 - 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 of approved leave, an employee ~~shall be entitled~~ may return 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 10.8 - Bereavement Leave**

- a. ~~Two (2)~~ Three (3) 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 registered 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 registered domestic partner. ~~Leave under this paragraph is in addition to the leave allowed under Subsection 7.2(b).~~
- b. Sick leave shall be allowed to a maximum of ~~five~~ ten (510) 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 registered domestic partner.

## **ARTICLE 11**

### **HIRING EMPLOYMENT PRACTICES**

## **Section 11.1 - Posting and Filling of Jobs**

- a. Except as provided below, all regular or project, new and open positions in the bargaining unit ~~that become open or any new positions, including project-funded positions created in the bargaining unit~~ shall be posted to all bargaining unit employees covered under this Agreement for a period of ~~five~~ seven (57) business calendar days on SHA's Intranet "Ourhouse," and the ~~electronic Announcements bulletin board in Outlook ("internal posting").~~ The posting shall include job title, pay rate (as listed in the Appendix A) & pay grade, shift hours and a statement of minimum qualifications. Internal posting may be waived for entry level project positions (~~Pay Grade 18~~ AP-AR Clerk I, Customer Service Specialists I & II, Property Management Associate I, Property Management Associate Trainee, and Document Imaging Specialist and below). The OPEIU Union Representative shall receive a copy of all OPEIU postings. Positions may be posted internally and externally at the same time.
- b. Only after the ~~five~~ seven (57) business calendar day period of ~~internal posting,~~ the interview process may begin. ~~posted and advertised to outside sources or other internal sources.~~
- 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 21.

- 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 may request and if requested 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~~ seven (57) working calendar 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.~~ (Move to article 11 and re-alph/number this section)
- f. ~~Only employees who have satisfactorily completed their 6-month introductory period are eligible to apply for internal job openings, transfers or promotions.~~
- g. The Employer has discretion to offer an employee hired into a new position up to fifteen percent (15%) above the bottom of the salary range, based on documented relevant skills, education and experience (above and beyond what is stated as a minimum requirement for the position). The Employer will notify the Union when an employee is hired above the minimum of the salary range, and will conduct an equity review for all existing employees with a lower pay rate who hold the same job title within thirty (30) days of the date that the new employee is hired. If the Employer determines that an existing employee in the same job title has comparable skills, education and/or experience, the Employer will increase the hourly wage of that employee up to the same pay. If the equity review, which will ordinarily be complete within 30 days, indicates that some or all employees with the same job title should receive a salary increase, the increase will be retroactive to the date of hire of the new employee. The results of an equity will be grievable.
- h. If an individual is re-hired to the same position with less than a twelve (12) month break in service, ~~he/she~~ they will return to the same wage they were at when they departed (unless it is less than the then current minimum pay rate for the position). Returning employees may also be considered for a salary increase, (pursuant to Section 911.1(h)), above.

## **Section 11.2 - Promoted Employees**

- a. All employees promoted ~~pursuant to Section 9.1~~ shall be placed in the higher position in probationary/provisional status for a period of one hundred eighty (180) calendar days. In the event the employee does not successfully complete the probationary/provisional period, the Employer shall return the employee to ~~his or her~~ their former position, if available, or offer to place ~~him or her~~ them 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~~ their former position, ~~he or she~~ they shall be paid at the grade and pay rate 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~~ their former classification for which ~~he or she~~ they ~~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 probationary/provisional status for inappropriate conduct.
- d. In the event that an employee does not successfully complete the probationary/provisional period of a project position, or if the project position ends, the employee will be laid off.

**Section 911.3 – Transfers, Reassignments, & Trades**

Transfers – The Human Resources Office will maintain a transfer request list. Employees can submit transfer request forms to HR.

1. When a regular vacancy occurs, the Employer will determine if any employee has submitted a transfer request for the classification or classification/location of the vacant position. Hiring Managers may consider transfer requests prior to posting the open position for a competitive hiring process. If multiple requests to transfer for the classification or classification/location have been submitted the Hiring Manager will interview the 5 most senior employees of those who have submitted the requests.
  2. Only employees who have satisfactorily completed their 6-month introductory period are eligible to request a transfer.
  3. An employee's transfer request may be turned down if the employee has documented attendance (excluding FMLA) or performance problems.
  4. Transferred employees will not be required to pass a probationary/provisionary period in the new position.
  5. The transfer of an employee will not constitute a promotion, and the employees' regular rate of pay will remain unchanged.
- c. **Reassignments** - Lateral reassignments 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. When an employee is on FMLA the Employer may reassign an employee to an alternate position with equivalent pay and benefits which better accommodates the employee's recurring periods of leave. Only the reassigned employee may grieve such a reassignment.
  - c. **Job Trades** - Two employees may initiate a lateral transfer or trade jobs between the concerned employees with mutual agreement of the supervisors.
    - a. ~~The Employer will fill a vacancy through the procedures of Section 9.1. Transferred employees will not be required to pass a provisionary 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.~~

~~d. Two employees may initiate a lateral transfer between the concerned employees with mutual agreement of the supervisors.~~

#### **Section 911.4 - 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~~ **eighty** (~~180 420~~) 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 ~~420~~ **180** 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~~ **seven calendar** days posting and seniority provisions of Section ~~911.1~~ 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 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.~~

## **ARTICLE 12 EMPLOYMENT PRACTICES**

~~**Section 9.5 12.1 Resident Student** **Trainee Work Programs** The Employer may employ **trainees** students during the term of this Agreement who, at the time of hiring, are residents in Employer's low-income housing programs. A student **trainee** will not lose his or her job because he or she **they** stops being a resident in Employer's low-income housing programs. Students **Trainee/residents** employed by the Employer shall not be covered by any provisions of this Agreement, and shall be paid according to the applicable policies of the Employer. The Employer agrees that students~~

**trainees** 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 912..2 - 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 9-7.6 12.2 - Systems Change**

- a. In the event of major technological, reorganization, 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. (Language moved to Article 13) Move to new Discipline article~~

**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) or 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. (Language moved to Article 13)

### **Section 9.10 – Evaluations (MOVE TO NEW EVAL Article)**

- 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. Effective April 2020, all annual evaluations will be due on the second Friday of April of each year. A supervisor must present the annual evaluation to the employee for review and discussion on or before the thirtieth working day following that Friday.

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.

- 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.~~
- ~~e. The Employer will prepare "close out merit reviews" for employees subject to this Agreement who have been promoted or transferred to positions subject to a different collective bargaining agreement if requested by the employee. The request must (1) be made, in writing, within thirty (30) days of the date the promotion or transfer becomes effective, and (2) include a detailed self-evaluation. If the employee does not complete a self-evaluation, the close out review will be waived. (Language moved to Article 14)~~

### **Section 9.11 12.3- 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 retained electronically.
- 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 9.12.4 - 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 calendar 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 Classification Review Request form SHA-682 and 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) calendar 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~~ their 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 12.5- 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) calendar 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 13 DISCIPLINE**

**Section 9.8 13.1- Discipline for Just Cause** No regular employee who has completed their probationary/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 13.2 - 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 reprimands ~~warnings~~, written reprimands ~~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~~ seven (5-7) working calendar days after receipt, to read, sign and answer all written reprimands ~~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~~ they haves seen the written ~~warning~~ reprimand 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 reprimands 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 reprimands will remain in effect. The twenty-four (24) month period is based on the most recent event.~~ Written Disciplinary notices shall be either hand delivered to the employee, or emailed and mailed by certified mail to the address of record. Any disciplinary notice without documentation that it was presented to or received by the employee shall be removed from the file. Disciplinary notices that are twenty-four (24) months or older will not be considered during the hiring process (i.e., transfers, promotions, etc.).
- 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.

## ARTICLE 14 EVALUATIONS

14.1. 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. ~~Effective April 2020,~~ The review period will close on the last work day in March of each year. All annual evaluations will be due on the second Friday of April of each year. A supervisor must present the annual evaluation to the employee for review and discussion on or before the thirtieth working day following that Friday.

Introductory and provisional employees will be trained and coached according to their training plan under Article ~~45-21-~~, Section 45 21.2b. Employees will also have periodic documented written or verbal feedback from supervisors throughout the evaluation period, either on a quarterly check-in form or in scheduled meetings with supervisors.

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~~ them.

- 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~~ their 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.
- e. The Employer will prepare "close out merit reviews" for employees subject to this Agreement who have been promoted or transferred to regular positions subject to a different collective bargaining agreement six months or more after the start of the OPEIU evaluation period. ~~if requested by the employee.~~ The request close out review must (1) be made, in writing, within thirty (30) calendar days of the date the promotion or transfer to a regular position becomes effective, and (2) include a detailed self-evaluation. If the employee does not complete a self-evaluation within twenty (20) calendar days of the move, the close out review will be waived. Close out merit reviews will be prorated from the date of the last annual evaluation. Close out merit reviews that result in additional compensation will be paid as a lump sum payment.

## **ARTICLE 150** **SENIORITY**

**Section 15.1 - 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 105.2 - 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 periods of leave without pay for up to thirty (30) calendar days except as otherwise noted in this Agreement.

- a. 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.
- b. Seniority accrual shall continue during military leave. The employee shall present a copy of an order to report\_for active duty to the Executive Human Resources Director immediately upon receipt.

**Section 105.3 - 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 10.45 - 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 146** **DISPUTE RESOLUTION GRIEVANCE**

**Section 16.1 -** 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.

Hiring, transfers and promotion grievances may begin at Step 2 of the grievance procedure if either party requests. (Moved from article 10)

**Section 16.2 -** 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.

**Section 16.3 - 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 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.

**Section 16.4 - 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~~ their 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.

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.*

### **Section 16.5- 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.

### **Section 16.6- 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.

#### **Section 16.7 - 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~~ their 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~~ their 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~~ their 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 detraction) 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 17** **LABOR/MANAGEMENT COMMITTEE**

**17.1** 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 up to five (5) members appointed by the Union and ~~three (3)~~ up to five (5) 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.

**17.2 The SHA Labor Relations Manager and the OPEIU Business Representative shall co-Chair the meeting.** Any member of the Committee may recommend issues to their co-chair 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.~~

## **ARTICLE 12~~8~~** **BENEFITS**

**Section 12~~8~~.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 registered domestic partners and dependents, for benefit levels in effect on the execution date of this 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~~8~~.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~~8~~.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~~8~~.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 128.5 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 128.6 - Workers' Compensation** All employees subject to this Agreement shall be covered by the State Industrial Accident Insurance and Medical Aid.

**Section 128.7 - Dependent Care Program** The Employer shall establish, and these employees may participate in, an I.R.C. Section 129 dependent care assistance program.

**Section 128.8 - 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 1.289 - 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 139** **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 1420** **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 registered 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 215**  
**EDUCATION AND TRAINING**

**Section 215.1 - 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~~ **their** 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.
- 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 215.2 - 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 the 3-month and 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, either at the 3- or 6-month performance evaluation time, 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 2216** **LAYOFF**

### **Section 2216.1 - Reduction in Force/Layoff**

- a. If a ~~reduction in force~~ layoff, 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 of Subsection 2216.3(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~~ layoff, 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 2216.1 (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~~ their 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~~ they 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 215.1 (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 13.2 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~~13.2 Progressive Discipline, if necessary.
- g. An employee who displaces another employee in a lower grade in accordance with Subsection 2246.1(d) will be placed at the pay rate which is closest to the employee's pay in the eliminated position, but will not be paid higher than the highest pay rate 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 2246.2 - 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 911.1 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 pay rate 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 pay rate 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~~ they shall either 1) accept that position, and be paid at the grade and pay rate 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 rate 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:

  - 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) workdays 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 215.1 (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

~~139.9~~ 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 ~~139.9~~ 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 2216.3 - 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
  - (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~~ **their** former classification. For such employees only, the Employer agrees to apply the terms and conditions of ~~Sections 9.8, 9.9~~ **Article 13 discipline and 12.3 Personnel Files** and ~~9.11~~ of this Agreement and agrees to process grievances arising from these sections according to Article ~~14~~**6** 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~~ **their** former classification; or (2) voluntarily relinquishes ~~his or her~~ **their** rights and membership obligations under this Agreement.
- c. In the event provisions of Subsections ~~16~~**22**.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.

- c. 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~~23~~** **HEALTH AND SAFETY**

- d. ~~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.
- e. ~~b.~~—The Employer shall provide all necessary break periods and other protections required by law for VDT operators.
- f. ~~c.~~—A Safety Committee consisting of equal numbers of Union and management representatives shall meet monthly to review safety issues and recommend improvements.
- g. ~~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~~ their 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~~24~~** **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 1925**  
**COMPENSATION**

**Section 1925.1 - Rates of Pay –**

Pay grades for bargaining unit employees are established as follows: listed in appendix A.

**Section 1925.2 – Wage Adjustments**

a. For Fiscal Year 201922:

(1) The maximum of all pay ranges will be increased by two dollars and twenty-four cents (\$2.24).

(2) Any employee whose hourly wage falls below the mid-point of his/her their pay grade (as set forth in Section 19.1 see appendix A) will receive a 1.0% increase to his/her their base wage effective on the first day of Payroll Year 201922; and

(3) Effective December 14, 2018 the first day of payroll year 2022, any employee subject to this agreement whose wage is below the maximum pay rate in his/her their pay grade (as set forth in Section 19.1 see appendix A) will receive a wage increase of ~~3.25~~ 6.5% (equal to 100% of the October 201821 Seattle-Tacoma-Bellevue Area Consumer Price Index, hereafter, “COLA”) applied to base wages up to the maximum pay rate in the employee’s pay grade. The COLA will age the pay grades accordingly. For those employees who were beyond the range of their pay grade (Z rated), once the range moves when the COLA is applied, for this year 2022 only, they will receive the full COLA, but any part of the COLA falling outside the maximum pay rate in their grade will be given in a lump sum. - For 2019, SHA will not raise the upper limit of the pay ranges (set forth in Section 19.1) but will, as an exception during this contract, add the COLA to the base wage of any current OPEIU employee whose wage exceeds the maximum pay rate in the employee’s pay grade despite the cap (“grandfather” the COLA). The minimum of the pay ranges (set forth in Section 19.1) will be increased by the COLA; and

(4) Following the date of the employee’s performance evaluation, and retroactive to the date the evaluation was due, employees will be eligible for the following based on Performance Evaluation scores:

Hours of Paid Merit Leave	Total PE Score	Average Score <sup>1</sup>
8	21	3.0
16	23	3.28
24	25	3.57
32	28	4.0
40	30	4.28
48	33+	4.72

Total Score	Average Performance Rating	Addition to Base Pay
32-35	4.5-5.0 Average Point Score	1.0%
25-31	3.5-4.4 Average Point Score	0.5%

<sup>1</sup> Merit leave is determined based upon the total PE score. The average score is illustrative.



21-24	3.0-3.4 Average Point Score	8 hours of merit leave
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(5) Regarding (a)(4) of this Section, an employee whose wage does not exceed the maximum pay rate in their grade may elect an increase to base wages or can choose an equivalent amount of merit leave for that year, e.g., in lieu of the additional 1% to base wages, 20 hours of merit leave; in lieu of the .5% addition to base wages, may elect 12 hours of merit leave. For employees who are paid at or near the top of their pay grade, any amount that exceeds the range maximum will be paid as a lump sum payment, or the employee can elect to take an equivalent number of hours of annual leave for that year, e.g., in lieu of the additional 1%, 20 hours of annual leave, in lieu of .5%, 12 hours of annual leave.

b. For Fiscal Year 2020~~3~~:

(1) Any employee whose hourly wage falls below the mid-point of his/her ~~their~~ pay grade (per the 2019~~22~~ wage calculation) will receive a 1.0% increase to his/her ~~their~~ base wage effective on the first day of Payroll Year 2020~~3~~; and

(2) All bargaining unit employees Any employee subject to this agreement whose wage is below the maximum pay rate in his/her pay grade (as set forth in Section 19.1 see appendix A) will receive one hundred percent of the Seattle-Tacoma-Bellevue Area Consumer Price Index (CPI-W) between October 2019~~21~~ and October 2020~~2~~, with a minimum of one and a half ~~two~~ percent (1.5~~2~~%) and a maximum of three and three quarters five percent (3.75%) applied to base wages up to the maximum pay rate in the employee's pay grade. The COLA will age the pay grades accordingly. For 2020, SHA will not raise the upper limit of the pay ranges but will, as an exception during this contract, add the COLA to the base wage of any current OPEIU employee whose wage exceeds the maximum pay rate in the employee's pay grade despite the cap ("grandfather" the COLA). Minimum pay ranges will be increased by the COLA. For those employees who were beyond the range of their pay grade (Z rated), once the range moves when the COLA is applied, they will receive any difference between their prior position and the top of the pay grade in a lump sum.

(3) Following the date of the employee's performance evaluation, and retroactive to the date of the employee's the evaluation was due ~~scheduled~~ evaluation, employees are eligible for the following, based on Performance Evaluation scores:

Total Score	Average Performance Rating	Addition to Base Pay
32-35	4.5-5.0 Average Point Score	1.0%
25-31	3.5-4.4 Average Point Score	0.5%
21-24	3.0-3.4 Average Point Score	8 hours of merit leave

(4) Regarding (b)(3) of this Section, an employee whose wage does not exceed the maximum pay rate in their grade may elect an increase to base wages or can choose an equivalent amount of merit leave for that year, e.g., in lieu of the additional 1% to base wages, 20 hours of merit leave; in lieu of the 0.5% addition to base wages, may elect 12 hours of merit leave. For employees who are paid at or near the top of their pay grade, any amount that exceeds the range maximum will be paid as a lump sum payment, or the employee can elect to take an equivalent number of hours of annual

leave for that year, e.g., in lieu of the additional 1%, 20 hours of annual leave, in lieu of 0.5%, 12 hours of annual leave.

c. For Fiscal Year 2024~~3~~4:

(1) Any employee whose hourly wage falls below the mid-point of his/her their pay grade (per the 2020~~3~~3 wage calculation) will receive a 1.0% increase to his/her their base wage effective on the first day of Payroll Year 2024~~3~~4; and

(2) Any employee subject to this agreement whose wage is below the maximum pay rate in his/her their pay grade (as set forth in ~~Section 19.1~~ Appendix A) will receive one hundred percent of the Seattle-Tacoma-Bellevue Area Consumer Price Index (CPI-W) between October 2020~~2~~2 and October 2024~~3~~3, with a minimum of ~~one and a half~~ two percent (4.5~~2~~2%) and a maximum of ~~three and three quarters~~ five percent (3.7~~5~~5%) (“COLA”). The COLA will age the pay grades accordingly. ~~For 2021, SHA will not raise the upper limit of the pay ranges (set forth in Section 19.1) but will, as an exception during this contract, add the COLA to the base wage of any current OPEIU employee whose wage exceeds the maximum pay rate in the employee’s pay grade despite the cap (“grandfather” the COLA). The minimum of the pay ranges will be increased by the COLA; and For those employees who were beyond the range of their pay grade (Z rated), once the range moves when the COLA is applied, they will receive any difference between their prior position and the top of the pay grade in a lump sum.~~

(3) Following the date of the employee’s performance evaluation, and retroactive to the date of the employee’s ~~scheduled evaluation~~ evaluation was due, employees are eligible for the following, based on Performance Evaluation scores:

Total Score	<del>Average Performance Rating</del>	Addition to Base Pay
32-35	<del>4.5-5.0 Average Point Score</del>	1.0%
25-31	<del>3.5-4.4 Average Point Score</del>	0.5%
21-24	<del>3.0-3.4 Average Point Score</del>	8 hours of merit leave

(4) Regarding ~~(b)(3)~~ (3) of this Section, an employee whose wage does not exceed the maximum pay rate in their grade may elect an increase to base wages or can choose an equivalent amount of merit leave for that year, e.g., in lieu of the additional 1% to base wages, 20 hours of merit leave; in lieu of the 0.5% addition to base wages, may elect 12 hours of merit leave. For employees who are paid at or near the top of their pay grade, any amount that exceeds the range maximum will be paid as a lump sum payment, or the employee can elect to take an equivalent number of hours of annual leave for that year, e.g., in lieu of the additional 1%, 20 hours of annual leave, in lieu of 0.5%, 12 hours of annual leave.

**Section 19~~25~~3 - Work in Higher Classifications**

a. Any employee in the bargaining unit ~~under this Agreement~~ who is expressly assigned responsibilities under a higher classification position in the bargaining unit for two (2) consecutive business days or more due to an absence of another employee shall be paid at the pay rate 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 rate immediately upon cessation of the "acting" assignment.

**Section 1925.4 - Promotions and Transfers** An employee promoted to a higher position shall receive an increase to their pay rate of 2.5% per step. ~~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). Provided, no pay increase will exceed 15% of the employee's base pay at the time of the promotion, or the lowest pay rate within the pay grade, whichever is greater.

**Section 1925.5 - 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 1925.6 - 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.
- 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 1925.7 - 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 1925.8 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 206**  
**TERMINATION AND RENEWAL**

This Agreement shall become effective January 1, 2019~~22~~ and shall remain in effect until December 31, 2021~~4~~, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2018 ~~22~~.

By \_\_\_\_\_  
Valarie Peaphon, Union Representative

By \_\_\_\_\_  
Rodrick Brandon, Executive Director

By \_\_\_\_\_  
Vernida Jackson, Negotiating Committee

By \_\_\_\_\_  
Shannon Mains, Negotiating Committee

By \_\_\_\_\_  
Deanna Montgomery-Owens, Negotiating Committee

By \_\_\_\_\_  
, Negotiating Committee

By \_\_\_\_\_  
Sophia Phillips, Negotiating Committee

By \_\_\_\_\_  
, Negotiating Committee

s:Tentative Agreement to Vote/SHA TA 2022.doc  
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