



Office and Professional Employees International Union
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TENTATIVE AGREEMENT

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

PIERCE COUNTY HOUSING AUTHORITY

AND

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

FOR THE PERIOD OF

~~JANUARY~~ July 1, 2019-2023 THROUGH ~~DECEMBER~~ June 30, 2021-2026

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – PIERCE COUNTY HOUSING AUTHORITY

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COLLECTIVE BARGAINING AGREEMENT

PIERCE COUNTY HOUSING AUTHORITY

The Pierce County Housing Authority (~~the “AuthorityPCHA”~~) and the Office and Professional Employees International Union, Local 8 (the “Union”) agree as follows:

ARTICLE 1

DEFINITIONS AND CONSTRUCTION

As used in this Agreement:

Section 1.1 “Employee”: ~~means, except as specifically provided otherwise,~~ any regular or ~~probationary-introductory~~ full-time or part-time employee, but does not include any temporary employee.

TA 11/16/22

Section 1.2 “Regular full-time employee”: ~~means~~ any employee who has successfully completed the ~~probationary-introductory~~ period and who is regularly scheduled to work thirty (~~30~~32) or more hours per week. Vacation, sick, floating holiday and holiday leave accruals will be prorated for employees compensated less than eighty (80) hours per pay period.

TA 6/27/23

Section 1.3 “Regular part-time employee”: ~~means~~ any employee who has successfully completed the ~~probationary-introductory~~ period and who is regularly scheduled to work less than thirty (~~30~~32) hours per week. Vacation, sick, floating holiday and holiday leave accruals will be prorated for employees compensated less than eighty (80) hours per pay period.

TA 6/27/23

Section 1.4 “~~Probationary-Introductory~~ employee”: ~~means~~ any employee who has:

completed less than twelve (12) calendar months of continuous employment as a new hire; ~~or,~~

~~a) completed less than six (6) calendar months of continuous employment in a new, different or promotional position (see Section 10.3).~~

TA 11/16/22

Section 1.5 “~~Provisional employee~~”: ~~any employee who has completed less than six (6) calendar months of continuous employment in a new, different or promotional position (see Section 10.3).~~

TA 11/16/22

Section 1.6 “Temporary employee”: ~~means~~ any employee hired for a limited period of time, not to exceed six (6) months.

TA 11/16/22

Section 1.76 “Lead worker”: ~~Defined in attached Lead Worker letter of understanding.the temporary assignment of additional administrative duties to an employee. A Lead worker is~~

not a position or job classification: see Section 6.6 for duties, requirements, and limitations of the Lead designation.

TA 11/16/22

~~Section 1.7 “Seasonal worker” means any employee who assists in grounds keeping during peak months for a six (6) month period.~~

~~TA 11/16/22~~

~~Section 1.8 “Dependent” means the lawful spouse of an employee and any natural or adopted child or stepchild who is primarily dependent on the employee or who is claimed as an exemption on the employee’s Federal income tax return.~~

~~TA 11/16/22~~

Section 1.89 “Continuous employment”: ~~means~~ continuous employment from the most recent date of hire or rehire.

TA 11/16/22

Section 1.940 “Anniversary date of service”: ~~means~~ the same date each year as the date on which the employee first began continuous service.

TA 11/16/22

Section 1.104 “Hourly base rate”: means the gross hourly rate of pay for an employee under this Agreement.

TA 11/16/22

Section 1.112 “Executive Director”: ~~means~~ the Executive Director of the AuthorityPCHA.

TA 11/16/22

Section 1.12 “Management”: a non-union PCHA position whose responsibilities include but are not limited to employee hiring, supervision, the assignment of duties, conducting performance evaluations, issuing discipline, and scheduling.

TA 11/16/22

Section 1.13 “Grievance”: ~~means~~ disputes arising between the AuthorityPCHA employees or between the AuthorityPCHA and the Union with respect to the interpretation or application of the terms of this Agreement.

~~Unless a different meaning is clearly required by the subject matter of a particular section, the singular form includes the plural and the masculine pronoun includes the feminine and vice versa.~~

~~TA 11/16/22~~

Section 1.14 The pronouns they/them/theirs will be used to refer to both singular and plural subjects, as determined by the context of a particular section.

TA 11/16/22

ARTICLE 2

SCOPE OF AGREEMENT

Section 2.1 Union Recognition. ~~The Authority~~Pierce County Housing Authority recognizes the Union as the exclusive collective bargaining agent for the employees covered by this Agreement.

TA 10/19/22

Section 2.2 Coverage. This Agreement applies to the employees holding the job titles set forth in ~~Exhibit~~Schedule A to this Agreement but not to the Executive Director or to any deputy, manager, supervisor, administrative assistant, secretary or other employee whose duties imply a confidential relationship with the Executive Director or the PCHA Board of ~~the Authority~~Commissioners.

TA 10/19/22

Section 2.3 Management Rights. Except as expressly restricted or abridged by a specific provision of this Agreement, ~~the Authority~~PCHA shall have and retain all rights to manage and direct the business of ~~the authority~~PCHA including but not limited to the right to (i) hire, assign, determine the qualifications and competency of, promote, demote, transfer, discipline, suspend, discharge and lay off employees; (ii) create or eliminate positions; (iii) implement and enforce reasonable rules and regulations and safety, production and performance standards; (iv) assign and direct employees and the methods, processes and schedules of doing work; and (v) subcontract work not covered by this Agreement according to the business needs of ~~the Authority~~PCHA.

The foregoing recitation of specific management rights shall not be deemed to waive, limit or impair any rights of ~~the Authority~~PCHA not so enumerated. The exercise of management rights is the exclusive prerogative of ~~the Authority~~PCHA and its decisions in such matters shall not be subject to contest or review by the Union except to the extent inconsistent with the specific provisions of this Agreement.

Except for temporary work or contracting work, bargaining unit work shall not be performed by non-bargaining unit employees unless both the Employer and the Union agree. Any assignment of bargaining unit work to a non-bargaining unit employee will be for a mutually agreeable time. The Union will reasonably consider any such proposal provided that nothing in this Agreement shall preclude ~~the Authority's~~PCHA's use of work-study interns or students as long as such use does displace or replace any regular employees.

TA 10/19/22

ARTICLE 3

UNION BUSINESS

Section 3.1 Union Security and Membership

3.1.A Union Membership. ~~The Employer~~PCHA shall provide the Union with a list of new employees within ~~forty-eight (48) hours~~five (5) business days of their hire date via email.

Such notice shall include the new hire's name, job title, work location, work phone number and work email. A Union Representative and/or Shop Steward will be allowed one-half (1/2) hour during the first month of employment of newly hired staff to meet with them and introduce them to the Union and the Collective Bargaining Agreement. Every effort will be made to have this introduction occur in conjunction with the employee's new employee orientation. Such presentations shall take place at the worksite during the regular work hours of the new employee and the Shop Steward.

TA 11/2/22

3.1.B Deduction of Union Dues. ~~The AuthorityPCHA~~ shall deduct monthly union dues from the pay of each employee having given ~~the AuthorityPCHA~~ prior written authorization to do so and shall forward all dues so deducted to the local office of the Union. The employee shall give the authorization in a form acceptable to ~~the AuthorityPCHA~~ prior to the preparation of the payroll for the first pay period for which the deduction is to be made, and the authorization shall remain in effect until revoked in writing by the employee to the Union.

TA 11/2/22

Section 3.2 Union Representatives and Activity. The Union shall advise ~~the AuthorityPCHA~~ in writing of the names of all business representatives, agents and stewards authorized to represent the Union in dealings with ~~the AuthorityPCHA~~. The Union shall also provide ~~the AuthorityPCHA~~ with written notice of any change in such business representatives, agents and stewards within a reasonable time of the change.

The Business Representative of the Union shall have access to ~~the Authority'sPCHA's~~ premises, at reasonable times and upon reasonable prior notice to the Executive Director or designee, to investigate specific employee complaints or grievances relating to this Agreement except that Union business, other than the adjustment of grievances directly between the Executive Director and the Business Representative, shall not involve ~~the Authority'sPCHA's~~ employees during their hours of work; and Union meetings shall not be conducted on ~~the Authority's-PCHA's~~ premises unless mutually agreed upon between the Union and ~~the AuthorityPCHA~~.

A bulletin board shall be made available to the Union for the purpose of posting notices pertaining to Union business provided that such notices shall be submitted to the Executive Director of ~~the AuthorityPCHA~~ or designee for approval before being posted, which approval shall not be unreasonably withheld.

TA 11/2/22

Section 3.3 Rosters. Each month ~~the AuthorityPCHA~~ shall ~~send the Union a list of all employees covered by this Agreement who have had a change in their classification, rate of pay and/or FTE status. This list will include information on new hires and terminations that have occurred since the previous list was provided.~~ provide a full roster of all union eligible employees to the Union which will include the last name, first name, middle initial, street address, city, state, zip, work email, date of hire, date of termination, date of rehire, job title, department, rate of pay, and FTE status.

TA 5/4/23

ARTICLE 4

WORK SCHEDULE

Section 4.1 Workweek – Workday. The workweek ~~of regular full-time employees shall be thirty (30) to forty (40) hours per week generally worked on~~ Monday – Saturday between the hours of 7:00 a.m. and 7:00 p.m. on a schedule established by ~~the Supervisor~~management based on the needs of ~~the Authority~~PCHA.

TA 6/27/23

Section 4.2 Lunch and Break Periods. PCHA will comply with all applicable laws regarding breaks and lunches. Each workday shall include one (1) unpaid lunch period of at least thirty (30) minutes approximately midway through the workday and one (1) paid break of fifteen (15) minutes in the morning and one (1) paid break of fifteen (15) minutes in the afternoon. One (1) additional break period may be taken during each three (3) hour overtime period. The Authority may schedule lunch and work breaks to accommodate its business needs. ~~The Authority will comply with all applicable laws regarding breaks and lunches.~~

TA 11/16/22

Section 4.3 Overtime. Without prior notice, ~~the Authority~~PCHA may require overtime work according to its business needs.

However, ~~the Authority~~PCHA will endeavor to give a minimum of forty-eight (48) hours notice when scheduling required overtime. Any hours required by ~~the Authority~~PCHA to be worked by an employee in excess of forty (40) hours in any calendar workweek, shall be compensated at a rate one-and-one-half times (1 ½) the employee’s hourly base rate. For the purposes of this section, “hours worked” includes hours compensated for ~~Authority~~PCHA-observed holidays but does not include hours compensated for vacation, medical-sick or other leave. Unless in an emergency situation, no overtime will be permitted unless it has been specifically approved in advance by ~~the employee’s supervisor~~management.

~~Overtime resulting from planned projects will be based on seniority.~~ Overtime resulting from unplanned tasks/projects or the continuation of completing an already started task or project will not be subject to seniority but rather site-based assignments. Overtime resulting from planned projects will be based on seniority.

~~An On-Call list will be established, utilizing maintenance staff. Employees placed on-call shall be compensated at the rate of one hundred dollars (\$100.00) per week. This is in addition to compensation for actual time worked. Such list will be utilized on a rotational basis for all such employees. The Authority will endeavor to post the list in the maintenance department at least one (1) month in advance. Employees wishing to trade will be permitted to do so for the full week with the approval of the Maintenance Supervisor. If a hole occurs in the on-call schedule, the next employee on the list will assume on-call responsibility and receive pro-rated on-call compensation. That employee may endeavor to find a volunteer to replace them if they so desire. No employee will be permitted to work more than two (2) weeks on-call in a row. Employees are expected to respond to a call for emergency assistance as soon as possible after the call is received. Hourly wages will commence when the employee is en route to the repair site; not when the call is received.~~

TA 5/4/23

Section 4.4 FlextimeFlexible Schedules. ~~A flextime work schedule may be implemented, as the position permits, if mutually agreed upon by the Authority and the employee. Employees may request a flexible schedule (formerly known as “flextime”) from management. New schedules must be demonstrably able to meet all the business requirements of the position, including customer service requirements. This schedule must be presented to and approved by management before being practiced. An Employee’s permission for a flexible schedule may be revoked by management, in writing and with two week’s advance notice, if business requirements are not met.~~

TA 5/4/23

Section 4.5 On-Call:

On-Call is the term for the work of fielding and/or responding to emergencies affecting the maintenance and/or upkeep of PCHA property/properties during non-business hours of nights, weekends, holidays, and/or other PCHA closures. On-Call coverage is expected and scheduled work for both the Maintenance Division and Affordable Housing Division, as included in the job descriptions.

Management will develop On-Call lists – one for Maintenance Division and one for Affordable Housing Division where employees will be assigned using an equitable rotation. Each Division requiring On-Call work schedules will create and share their list with all employees of that Division at least one (1) month in advance. Management will assign a Primary employee and a Secondary (“Back Up”) employee for each On-Call week, which consists of seven (7) consecutive nights. The start and end days/times of the On-Call week will be determined by each Division based on business need.

When an employee is designated as the Primary On-Call employee for a week and something unexpected occurs within their assigned week, wherein they are unable to fulfill their On-Call duties; then the Secondary employee will cover part to all of the remaining On-Call week dependent on circumstances.

Prior to an On-Call assignment, if the Primary or Secondary employee knows, in advance, they are unavailable to work a week as assigned, then they may seek another employee to take their assigned week with the approval of management.

The On-Call list will be utilized on a rotational basis for all employees and the rotation will be such that the Secondary On-Call employee will become the Primary On-Call employee the following week. No employee will be permitted to be Primary On-Call for more than two (2) consecutive weeks.

Employees are expected to respond to a call for emergency assistance as soon as possible after the call is received. On-call employees will be compensated for time spent responding to phone calls, either for a minimum of fifteen (15) minutes per call or for the actual time spent on the situation, whichever is higher. Then, hourly wages will commence when the employee is en route to the emergency site and will end when the employee returns to their point of origin.

No employee will be assigned to On-Call status two consecutive years in a row for the weeks

that include the following holidays: Thanksgiving Day, Christmas Day, or Independence Day.
TA 4/20/23

Section 4.5–6 Inclement Weather.

A. An employee is expected to report to work regardless of weather conditions if the employee can safely do so. In the event that an employee feels that they are unable to travel safely to work due to inclement weather, they may use accrued vacation for hours missed on a regularly scheduled workday. If Pierce County Government operations are suspended or delayed, Pierce County Housing Authority operations will be similarly suspended or delayed. PCHA employees may access information regarding Pierce County Government weather related closures and delays by calling the pre-recorded message line at 253.798.3100. When operations are delayed or suspended, employees will receive paid administrative leave for scheduled work hours missed (unless the employee was previously scheduled for other leave on that date, such as sick, vacation, or floating holiday). ~~When PCHA operations are suspended or delayed essential employees are expected to report to work as soon as they may possibly do so. Essential employees (primarily maintenance and some finance staff) who are directed to report to work will receive a bonus payment of seventy-five dollars (\$75) for each full or partial day worked during the time Pierce County Government operations are suspended. Essential employees will be contacted by the Director of Finance or Maintenance with directions on where and when to report.~~

B. An inclement weather response team will be mobilized by management during inclement weather conditions deemed critical to the safety and business needs of PCHA.

The response team will remove snow and ice. Training on equipment and procedures will be provided. The team will be created each season from employees who sign-up. Seniority will be the determining factor if there is more interest than need.

ARTICLE 5

MAINTENANCE OF BENEFITS AND COLLABORATIVE EFFORTS AGREEMENT IN EVENT OF SUBSTANTIAL ADVERSE CONDITIONS

All benefits now being extended to the employees shall remain in force and shall not be rescinded during the life of this Agreement. However, the parties agree that if there is any substantial adverse change in the costs of benefits or PCHA's the Authority's financial position, ~~the Authority~~PCHA and the Union shall meet to discuss such changes and the appropriate action, if any, to be taken.

ARTICLE 6

COMPENSATION

Section 6.1 Base Rates of Pay. The rate of a regular full-time employee, including a ~~probationary introductory~~ employee, shall not be less than the minimum of the range set for the employee's job title as listed in ~~Exhibit~~ Schedule A. Any employee whose wage rate is below

the minimum of their position's pay range as of July 1, 2023 will be brought up to the minimum of their range. Any employee whose pay rate is higher than the maximum of their position's pay range on July 1, 2023 will not receive any reduction in pay.

A regular part-time employee shall be compensated for each hour worked at the hourly base rate as set forth in Exhibit Schedule A. ~~In lieu of the insurance coverage set forth in this Agreement, a regular part-time employee shall be paid an additional fifteen percent (15%) of the employee's base salary rate per hours.~~

A temporary employee shall be compensated for each hour worked at the hourly base rate for the employee's job title as scheduled in Exhibit Schedule A.

Employees who are transferred to a position in the same pay grade shall not be paid less than in their current position.

An employee who ~~is promoted/moves~~ to a position in a higher pay grade shall receive an increase in their previous wage upon promotion after successful completion of their probationary period and in accordance with Section 6.3 Merit Step Increase.

Regardless of any other provision of this Agreement, ~~the Authority~~PCHA is not required to pay more than the maximum of the range for any job title.

Employees shall be paid every other week.

Nothing in this Agreement shall be deemed to prevent ~~the Authority~~PCHA, at its sole discretion, from granting increases greater than those authorized in this Section.

TA 6/27/23

Section 6.2 Signing Retention Bonus. For each year of the Agreement, a lump sum ~~signing retention~~ bonus will be awarded to all regular employees who are actively employed on ~~October 31st of each year~~ their anniversary date and receiving compensation for hours worked on the scheduled pay date each year.

~~2019~~ **YEAR 1 (July 1, 2023 to June 30, 2024)** – ~~three-four~~ percent (34%) of employee's regular, straight time compensation paid for hours worked, Holidays and vacation paid from ~~November 1, 2018 to October 31, 2019~~ their previous year anniversary date to current year anniversary date.

~~2020~~ **YEAR 2 (July 1, 2024 to June 30, 2025)** – ~~three-four~~ percent (34%) of employee's regular, straight time compensation paid for hours worked, Holidays and vacation paid from ~~November 1, 2019 to October 31, 2020~~ their previous year anniversary date to current year anniversary date.

~~2021~~ **YEAR 3 (July 1, 2025 to June 30, 2026)** – ~~three-four~~ percent (34%) of employee's regular, straight time compensation paid for hours worked, Holidays and vacation paid from ~~November 1, 2020 to October 31, 2021~~ their previous year anniversary date to current year anniversary date.

~~Such payment shall be made on the regular scheduled pay date closest to December 1st each year.~~

~~**TA 6/27/23**~~

Section 6.3 Merit ~~Step Increases~~ ~~Vacation~~. Every year on an employee’s anniversary date of service in their current position, the employee’s performance shall be evaluated in accordance with Article 11 of this Agreement. ~~An employee shall be entitled to receive a merit increase based on the following schedule as provided in their performance evaluation:~~

Performance Rating	Percentage of Salary Increase
Exceeds expectations	5%
Meets expectations	3%
Fails to meet expectations	0%

Employees receiving an “exceeds expectations” or “meets expectations” performance evaluation on their twentieth (20th) year of service shall receive an additional week of vacation, subject to schedule approval by their supervisor, or may sell the week back to the Authority for compensation.

~~Nothing in this Agreement shall be deemed to prevent the Authority, in its sole discretion, from granting increases greater than those authorized by this Section.~~

~~**TA 6/6/23**~~

Section 6.4 General Cost of Living Wage Increase.

YEAR 1 (July 1, 2023 to June 30, 2024): Effective on each employee’s anniversary date, the employee will receive a five percent (5%) increase in hourly wages.

If the increase in general wages would result in the employee making a wage rate outside of their position range, PCHA will honor their hourly wage rate up to the maximum of their position range. In addition, PCHA will compensate them the equivalent amount of pay that the wage increase would generate, above the maximum for their position, paid out as a differential at 80 regular hours per pay cycle. This differential will not be applied to overtime or when cashing out sick or vacation leave upon separation. The differential does not increase the employee’s regular hourly wage rate and will not compound year over year.

YEAR 2 (July 1, 2024 to June 30, 2025): Effective on each employee’s anniversary date, the employee will receive a four percent (4%) increase in hourly wages.

If the increase in general wages would result in the employee making a wage rate outside of their position range, PCHA will honor their hourly wage rate up to the maximum of their position range. In addition, PCHA will compensate them the equivalent amount of pay that the wage increase would generate, above the maximum for their position, paid out as a differential at 80 regular hours per pay cycle. This differential will not be applied to overtime or when cashing out sick or vacation leave upon separation. The differential does not increase the employee’s regular hourly wage rate and will not compound year over year.

YEAR 3 (July 1, 2025 to June 30, 2026): Effective on each employee’s anniversary date, the

employee will receive a three percent (3%) increase in hourly wages.

If the increase in general wages would result in the employee making a wage rate outside of their position range, PCHA will honor their hourly wage rate up to the maximum of their position range. In addition, PCHA will compensate them the equivalent amount of pay that the wage increase would generate, above the maximum for their position, paid out as a differential at 80 regular hours per pay cycle. This differential will not be applied to overtime or when cashing out sick or vacation leave upon separation. The differential does not increase the employee's regular hourly wage rate and will not compound year over year.

TA 6/27/23

Section 6.5 On-Call Compensation. An employee assigned as the Primary will be compensated at the rate of two hundred dollars (\$200) per week. An employee assigned as the Secondary or "back-up" will be compensated at the rate of one hundred dollars (\$100) per week, but if contacted for primary role at any point in the week, will also be compensated at a rate of \$200 per week, not prorated.

TA 6/6/23

Section 6.6 Lead Workers. In order to conduct the work of PCHA and to coordinate the performance of work, from time-to-time, it may be necessary for PCHA to establish Lead duties.

- Leads are assigned by management and are able to explain or perform all duties and responsibilities of the employees they lead.
- Lead is not a position or job classification, it is the temporary assignment of additional administrative duties to an employee.
- Leads should be selected on the basis of their ability to perform the lead tasks assigned and not on the basis of seniority. Experience with PCHA regulations, communication skills, technical expertise and work history should be considered in making a lead assignment.
- Lead assignment should be based on business need and should not be viewed as a reward for performance.

PCHA will evaluate the continued need for a Lead assignment at their discretion, and/or at 90-day intervals subsequent to the assignment of Lead duties.

- If Lead Assignments are removed, PCHA will notify the employee at least one complete pay cycle in advance.–
- The decision to initiate or terminate a lead assignment should be discussed privately with the affected employee prior to a public announcement.
- An employee may decline to accept the Lead position or may step down from being a Lead upon delivery of written notice to their supervisor.

In addition to performing all the duties required by the job description appropriate to the job description, Leads are routinely required to:

- Serve as a resource person or problem solver for other employees performing similar functions within the department.
- Leads should be working leads. Leads should continue to perform the work of their job classification in the department and should be able to assist their co-workers in times of increased workload or temporarily reduced staffing.
- Leads should monitor the workflow, prioritize and direct activities of other employees within the department, assisting with scheduling work and task assignment.

The Lead worker does not have full formal supervisory authority for staff assigned to projects, however, in order to complete project / assignments must be able to schedule and control the daily working arrangements for a specified group of employees.

- Keeps management apprised of overall project performance (i.e. staffing or resource needs, completion dates, change / delays in scheduling etc.).
- Distributes and reviews work performed on a regular basis.

Informal Problem Solving:

- Provides general input on employee's performance to higher level manager / supervisor. Reports observed behavior of employees they lead whether favorable or unfavorable, submit incidents reports to supervisors.
- Refers and provides information to higher lever manager / supervisor regarding issues or concerns which may result in a disciplinary action on an employee assigned to their project.
- Leads may work with an individual employee to train or enhance work performance. They may provide input to the supervisors for evaluations.

The Lead Worker does not have full authority or exercise full decision-making authority in the following areas:

- Hiring
- Complaint / grievance resolution
- Disciplinary action up to and including dismissals
- Formal written performance evaluations

- Reclassification, promotion, merit increases
- Lead should not act as management’s representative in the grievance process

Leads may attend management planning meetings as the supervisor feels appropriate, but it should be made clear to the staff that the lead is not a member of management.

Lead Compensation.

TA 6/27/23

Lead Compensation. Employees designated as a lead by PCHA shall receive two dollars (\$2.00) per hour in addition to their hourly wage rate on all hours compensated.

TA 6/6/23

Section 6.7 Washington Paid Family and Medical Leave. PCHA will pay the employee portion of the Washington Paid Family and Medical Leave premiums for the length of this agreement or until PCHA has fifty (50) or more total employees as defined by the Act, whichever is soonest. If the latter occurs, wherein PCHA has a total of fifty (50) or more employees, then the responsibility for the employee portion of this state tax will be the sole responsibility of the employee in accordance with the law and guidance; and PCHA will provide at least a forty-five (45) calendar days’ notice of this change of responsibility.

TA 6/27/23

Section 6.8. Inclement Weather Response Team Compensation. Employees will be compensated \$250/day in addition to regularly applicable wages.

TA 6/27/23

ARTICLE 7

INSURANCE, RETIREMENT AND DEFERRED COMPENSATION

Section 7.1 Health Insurance. For all regular full-time employees, their spouses, domestic partners and dependents, ~~the Authority~~PCHA shall pay Washington Health Care Authority under the Public Employees Benefits Board (PEBB) for one hundred percent (100%) of all medical, dental and vision coverage premiums during of the health plan from July 1, 2023 through December 31, 2023. ~~year January 1, 2019 through December 31, 2019. Employee contributions toward the premium shall be as follows:~~

Starting January 1, 2024, PCHA shall pay one hundred percent (100%) of the Subscriber/Employee Only premium of all plans. For employees that select the Uniform Medical Plan Classic, regardless of whether or not they have dependents insured, PCHA will pay one hundred percent (100%) of the premium (i.e., Subscriber/Employee, Subscriber and Spouse, Subscriber and Child(ren), Full Family).

If an employee selects any insurance plan other than the Uniform Medical Plan Classic, PCHA will pay a portion of their premium equal to the total premium of the Uniform Medical Plan Classic. If an employee selects a plan with a higher premium than the Uniform Medical Plan Classic, the employee will be responsible for the difference.

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No rebate shall be given to employees for plans with lower premiums.

Any employee premium due will be equally divided between the first two paychecks of the month.

The Employee shall be responsible for all PEBB surcharges required by the Washington State Legislature, including but not limited to the Tobacco Use Premium surcharge and the Spouse/State Registered domestic Partner Coverage Premium Surcharge.

	<u>Subscriber</u>	<u>Subscriber and Spouse</u>	<u>Subscriber and Children</u>	<u>Full Family</u>
Kaiser Permanente- NW Classic		\$50.00	\$25.00	\$250.00
Kaiser Permanente- NW CDHP				
Kaiser Permanente- WA Classic				\$250.00
Kaiser Permanente- WA CDHP				
Kaiser Permanente- WA Sound Choice		\$50.00	\$25.00	\$250.00
Kaiser Permanente- WA Value		\$25.00		\$250.00
Uniform Medical Plan- Classic				\$300.00
Uniform Medical Plan- CDHP				\$250.00
UMP Plus - Puget- Sound High Value- Network				\$250.00
UMP Plus - UW- Medicine- Accountable Care- Network				\$250.00
Medical Waived				
Tobacco Use- Surcharge	\$25.00	\$25.00	\$25.00	\$25.00
Spouse Waiver (AV)- Surcharge		\$50.00		\$50.00

During the remaining period of the contract, if the employee premiums rise over five percent (5%) for any health plan year over the previous health plan year, the employee portion shall increase in the same incremental dollar amount as implemented by PEBB and the legislature for Washington State Employees.

TA 6/27/23

Section 7.2 Retirement and Pension Program. ~~The Authority~~PCHA shall continue during the term of this Agreement, to participate in the Washington State Retirement Systems (DRS).
TA 6/27/23

Section 7.3 Deferred Compensation Program. ~~The Authority~~PCHA will match employee's contribution in any deferred compensation program implemented by the Authority up to a maximum of six percent (6%) of each employee's annual base salary, not to include overtime or bonus payments. This arrangement will be for the life of this Agreement only.
TA 6/27/23

Section 7.4 Life, AD&D and Disability Insurance. For each regular full-time employee, ~~the Authority~~PCHA shall provide, at its sole expense, group term life insurance equal to the employee's annual base salary, accidental death and dismemberment insurance, and long term income disability insurance coverage.
TA 6/27/23

ARTICLE 8

HOLIDAYS, VACATION AND LEAVE

Section 8.1 Holidays

~~Authority~~Observed Holidays. ~~The Authority~~PCHA shall observe the following holidays:

Two Floating Holidays

New Year's Day

Martin Luther King Jr. Day

Presidents' Day

Memorial Day

Juneteenth

Independence Day

Labor Day

Veterans Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day (December 25)

December 26th

~~Offices closed for Winter Break with the full week recognized as holiday:~~

~~———— 2019: December 23 to December 27~~

~~———— 2020: December 21 to December 25~~

~~———— 2021: December 20 to December 24~~

~~Essential personnel~~Employees identified by the Executive Director as "essential personnel" (primarily finance and maintenance staff) may be required to work holidays as determined by the needs of the ~~Authority~~PCHA. ~~The Authority~~PCHA will endeavor to provide employees a thirty (30) day notice of the requirement to work on a holiday. Employees who work on a

holiday will be entitled to ~~a forty-five dollar (\$45) bonus~~ seventy-five dollars (\$75) compensation pay and a floating holiday added to their leave accruals. Essential personnel does not include the regularly scheduled On-Call staff.

A regular full-time employee shall be compensated for each Authority-PCHA holiday, which occurs while the employee is active on the payroll, at what would be the equivalent to the employee's regular scheduled workday computed by using the employee's regular number of scheduled weekly hours and prorated as if worked on a five (5) day work week. A regular part-time employee shall be compensated at an amount equal to what would be equivalent to the employee's regular scheduled workday computed by using the employee's regular number of scheduled weekly hours and prorated as if worked on a five (5) day work week.

Employees who work on a holiday will be compensated at a rate of one and one half (1 ½) times their hourly rate of pay.

~~Employees who are identified as essential personnel and required to work on a holiday, will receive a floating holiday which must be used at another time during the year.~~

Floating holidays will not be earned by an employee until the completion of their ~~probation-~~ introductory period.

A holiday occurring during an employee's regular scheduled vacation shall not be charged against the employee's accrued vacation.

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

Possible disciplinary action may be taken if ~~the Authority~~ PCHA discovers a trend where an employee calls in sick the day before or after the holiday.

TA 6/27/23

Section 8.2 Vacations

Accrual. For employees hired prior to January 23, 2003, during the first year of employment, a regular full-time employee shall accrue vacation leave at the rate of 3.08 hours per pay period during continuous employment beginning with the 1st day of the first full month of employment, up to a maximum of ten (10) days (eighty (80) hours) except that an employee who is not compensated eighty (80) hours in a pay period shall earn a prorated amount based on the amount of hours compensated. After the first year of employment, a regular full-time employee shall accrue vacation at the rate of 4.62 hours per pay period, up to a maximum of fifteen (15) days except that an employee who is not compensated eighty (80) hours in a pay period shall earn a prorated amount based on the amount of hours compensated. After the second year of employment, a regular full-time employee shall accrue vacation leave on the following schedule except that an employee who is not compensated eighty (80) hours in a pay period shall earn a prorated amount based on the amount of hours compensated:

COLLECTIVE BARGAINING AGREEMENT
 OPEIU LOCAL 8 – PIERCE COUNTY HOUSING AUTHORITY

YEAR OF EMPLOYMENT	ACCRUAL (Hours per Pay Period)	MAXIMUM- <u>APPROXIMATE</u> DAYS PER YEAR
3 – 4	5.54	18
5 – 8	5.85	19
9 – 13	6.47	21
14 – 18	7.08	23
19	7.39	24
20	7.70	25
21	8.00	26
22	8.31	27
23 or more	8.62	28

___ Employees hired after January 23, 2003 shall have vacation accruals as follows:

YEAR OF EMPLOYMENT	ACCRUAL (Hours per Pay Period)	MAXIMUM- <u>APPROXIMATE</u> DAYS PER YEAR
1 – 4	3.07	10
<u>2 - 4</u>	<u>3.85</u>	<u>12.5</u>
5 – 9	4.62	15
10 – 19	6.15	20
20 and over	7.70	25

A regular part-time employee shall accrue vacation on a pro-rated basis based on the actual number of hours compensated.

~~Paid vacation days~~ Vacation leave shall not accrue during a leave of absence without pay or an unpaid suspension. ~~Where-When~~ an employee is ~~on disability leave and is using accrued sick leave,~~ they will continue to accrue vacation time if it is a paid leave. ~~Where the employee has exhausted all other leaves and is on unpaid leave of absence, regardless if workman's compensation may be paying benefits, they will not continue to accrue vacation.~~

An employee may cash out up to eighty (80) hours of vacation per calendar year provided that the employee will be left with a minimum of forty (40) hours of vacation and two hundred (200) hours of combined leave (sick and vacation) after the cash out. An employee wishing to cash out vacation may do so once each calendar year.

~~Employees must maintain a vacation balance that provides sufficient time for them to fulfill the requirement to take a continuous forty (40) hour block or five (5) consecutive work days of~~

~~vacation each year, except that employees who have been employed for less than one year shall not be subject to take a continuous forty (40) hour vacation until they have reached one full year of employment. Employees who fall below the balances necessary to take the full block may be required to take all or part of their forty (40) hour block of vacation without pay.~~

~~Employees are required to take five (5) consecutive work days for forty (40) consecutive work hours off each calendar year.~~

Use of Accrued Vacation. An employee still within their initial ~~probationary~~ introductory period, may use vacation as it is accrued and be paid at their hourly base rate of pay for their regularly scheduled hours per day. An employee who does not successfully complete ~~probation~~ their introductory period and is terminated, is not entitled to any vacation leave. No employee may carry forward, beyond any calendar year, more than one hundred twenty (120) hours of vacation. All excess accrued vacation ~~credits~~ will be lost. Employees may file a written request with ~~their supervisor~~ management for an extension of vacation accruals. The Executive Director or their designee may grant an extension based on extenuating circumstances. This extension is at the sole discretion of ~~the Authority~~ PCHA and is not subject to grievance.

An employee who is separated from employment who has provided a minimum of two (2) weeks notice shall be paid their accumulated vacation in a lump sum payment on the next regular scheduled pay date. An employee, who is separated for cause or who does not provide a minimum two (2) weeks notice of their separation from employment will not be reimbursed for unused vacation time.

Under no circumstances may an employee elect to take unpaid time off when vacation or floating holiday leave are available, except as required by law.

~~The Authority~~ PCHA recognizes the fact that an employee may be justified, under some circumstances, in accepting casual outside employment to be performed outside of working hours if no conflict with ~~the Authority's~~ PCHA's interest is involved.

Vacation Schedules. Vacation requests will be taken on a first-come, first-serve basis, meaning a more senior employee may not bump a less senior employee with an approved vacation request. If more than one vacation request is pending then seniority shall be the determining factor. The supervisor shall review and respond to vacation requests within ten (10) business days of the request. Once a vacation is approved, the employee shall have the right to take their vacation as scheduled. Any changes in vacation must be approved by the department supervisor. Vacations will be scheduled as permitted by the business needs of ~~the Authority~~ PCHA and in accordance with Article 9 – Seniority.
TA 5/18/23

Section 8.3 Medical Sick Leave. ~~PCHA will pay for the Washington Paid Family and Medical Leave.~~

Accrual. A regular full-time employee shall accrue medical sick leave ~~credits~~ at the rate of four (4) hours per two (2) week pay period, to a maximum of sixty (60) days, four hundred eighty (480) hours except an employee who is not compensated for eighty (80) hours in a pay period shall accrue leave on a prorated basis based on the amount of hours compensated. A

regular part-time employee shall accrue ~~medical-sick~~ leave ~~credits~~ on a pro-rated basis. This subsection shall not reduce ~~medical-sick~~ leave ~~credits~~ accrued by an employee under prior Agreements.

Use of Accrued ~~Medical-Sick~~ Leave. An employee who is unable, for ~~medical-health~~ reasons, including illness, injury and medical and dental care for either the employee or a child including: a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status, a parent including: a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child, a spouse, registered domestic partner, grandparent, grandchild, or sibling, to report to work as scheduled may use ~~medical-sick~~ leave ~~credits~~ and be paid at the employee's hourly base rate for each hour of ~~medical-sick~~ absence not to exceed their regular scheduled daily work hours.

Immediate Notice of Absences. An employee, who is unable to report to work as scheduled for personal or family medical reasons, shall notify ~~the employee's immediate-supervisor/management~~ prior to their regularly scheduled work start time or as soon as is possible. Notification may be made by phone message or email. An absence not reported by this subsection may be recorded as an absence without pay, although, ~~the Authority~~PCHA may, at its sole discretion, waive this requirement for good cause. ~~The Authority~~PCHA will require a physician's statement or other proof of the necessity for the medical absence of more than three (3) consecutive work days.

Compensation for Unused ~~Medical-Sick~~ Leave ~~Credits~~. Upon termination of employment, an employee shall be paid for accrued ~~medical-sick~~ leave ~~credits~~ at the rate of twenty-five percent (25%) of their accrued leave balance provided they have given two (2) weeks notice of their resignation. Employees terminated for cause or who do not provide a minimum of two (2) weeks notice of their separation from employment will not receive any pay out of their ~~medical-sick~~ leave ~~credits~~.

~~The Authority~~PCHA will comply with all applicable FMLA and Washington State Paid Family and Medical Leave Act requirements and any other statutes of law governing the use of leave.
TA 6/27/23

Section 8.4 Pregnancy Leave/Paternity Leave. ~~The Authority~~PCHA will comply with all applicable State, Federal and local laws regarding Pregnancy and Paternity leaves.
TA 5/18/23

Section 8.5 Death in Employee's Family. ~~The Authority~~PCHA shall grant forty (40) hours leave with pay to ~~a regular any~~ full-time employee ~~, other than a probationary employee,~~ who suffers a death in the immediate family, which, as used in this section, means the employee's spouse, child or foster child, parent, step parent or foster parent, brother or sister, grandparent and grandchild, or the employee's spouse's child or foster child, parent, step parent or foster parent, brother or sister, grandparent and grandchild. In addition, an employee may use up to eight (8) hours of ~~medical-sick~~ leave to attend a funeral occasioned by the death of the employee's son-in-law or daughter-in-law, or of the brother-in-law or sister-in-law of the employee's spouse. Employees will be required to provide adequate proof of the need for

bereavement leave as determined by ~~the Authority~~PCHA.
TA 6/6/23

Section 8.6 Jury Duty. Two (2) weeks per year of paid leave shall be granted to regular full and part-time employees called for jury duty. After the first two (2) weeks, subsequent time off will be paid ½ by ~~the Authority~~PCHA and the other ½ must be taken as vacation until exhausted. Once vacation is exhausted, the employee will be on unpaid leave.

Absence shall be held to a minimum and employees shall report for work on partial days when service is not required. Employees who find themselves in a situation where the service falls on ~~an Authority~~PCHA observed holiday, will receive regular holiday pay. The employee will not be eligible to take another day off to make up for the holiday missed while on jury duty. Immediately upon receipt of a subpoena and prior to the leave for jury duty, the employee shall provide a copy of the subpoena to ~~the immediate supervisor~~management. Upon completion of jury duty, the employee is required to provide proof of jury service to ~~the Authority~~PCHA.

The pay of an employee, who has received a subpoena for jury duty or as a witness, will continue at the regular rate. All reimbursements received shall be turned over to ~~the Authority~~PCHA to be credited against regular salary. The employee may retain payment by the court for travel expenses.

TA 5/18/23

Section 8.7 Military Duty. The employee shall present a copy of the order to report for active duty to the Executive Director immediately upon receipt. ~~The Authority~~PCHA will comply with all applicable federal laws regarding Military leave.

TA 5/18/23

Section 8.8 Leave of Absence Without Pay. ~~The Authority~~PCHA may grant leaves of absence without pay for purposes other than medical leave. However, the leave of absence must include a specific return date and must be in writing.

Under no circumstances may an employee work for another company while on a leave of absence from ~~the Authority~~PCHA, paid or unpaid.

An employee, on an approved leave of absence without pay, shall retain all seniority rights and shall be entitled to the same or a comparable position upon returning to employment. 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 health insurance premiums in accordance with the policies of the provider.

TA 5/18/23

ARTICLE 9

SENIORITY

Section 9.1 Application of Seniority. If two (2) or more employees have substantially the same qualifications, seniority shall be observed in promotions, layoffs, transfers and

~~rehires/recalls.~~

Seniority ~~within departments~~ shall apply for the scheduling of vacations and overtime.
TA 6/27/23

Section 9.2 Accrual of Seniority. Seniority shall accrue for each calendar day of continuous employment from the most recent date of hire.

Section 9.3 Loss of Seniority. Seniority shall be lost one (1) year after resignation or retirement.

Section 9.4 Seniority After Promotion. An employee who is transferred to a position not covered by this Agreement shall not continue to accrue seniority but shall regain all previously accrued seniority if returned to a position covered by this Agreement.

ARTICLE 10

JOB VACANCIES

Section 10.1 Vacancy Posting. ~~All positions open or new bargaining unit positions that are created~~ All bargaining unit positions covered by this Agreement shall be ~~posted electronically distributed~~ posted electronically distributed for first consideration to all bargaining unit employees covered under this Agreement for a period of three (3) days ~~prior to public release on all bulletin boards throughout the Authority.~~ prior to public release on all bulletin boards throughout the Authority. The posting shall include job title, pay grade-range and a statement of minimum qualifications.

After the end of the three (3) day period, notifications of existing ~~posting~~ openings may be ~~sent to the OPEIU, residents and agencies that deal with the unemployed, low-income individuals, minorities, women and veterans and advertisements in newspapers or other media may be run~~ released publicly.

Employees who wish to apply for posted positions must ~~submit an internal job application and letter of interest to the Executive Director or Executive Director's designee~~ apply in accordance with the specifications of the posting.

~~In the event that an employee applies for a position that results in upward mobility and their performance is unsatisfactory, and they are unable to meet the essential functions of the position, the employee has no right to bump back to their old position.~~

~~The Authority~~ PCHA has the final choice as to who is hired.
TA 11/16/22

Section 10.2 Qualifications. The Executive Director, or their designee, has the primary authority for the recruitment and screening of applicants for the vacant positions, as well as for transfers or promotional opportunities. The Executive Director or designee shall decide the relative qualifications, skills and abilities. The Executive Director will review all attendance records, evaluations and disciplinary records of an applicant for a position. ~~First-~~ Preference will be given to a bargaining unit employee provided they have the

qualifications, skills, attendance performance and disciplinary records for the position.

When these factors for two or more applicants for a given position are substantially equal, seniority shall be the determining factor.

~~The Authority~~PCHA has the final determination of who is hired.

TA 11/2/22

Section 10.3 ~~Probation After Promotion~~Provisional Period After Position Change. The first six (6) months in a position to which an employee has ~~been promoted~~moved shall be a probationary-provisional period. In the event that an employee has been promoted or transferred to a new or different position and their performance is unsatisfactory and they are unable to meet the essential functions of the position, the employee has no right to ~~bump-back~~return to their old position if the position has been filled. If the position has been filled, the employee will be placed on a recall list for a twelve (12) month period. If the position has not been filled, the employee may return to their previous role with their most recent rate of pay in that role.

TA 11/2/22

Section 10.4 Temporary Employment. ~~The Authority~~PCHA may hire temporary employees for peak workloads or leave replacement. Such temporary employment shall not exceed six (6) months except that temporary employment may be extended by mutual agreement between ~~the Authority~~PCHA and the Union. Any in-house temporary employee will have all of their time worked counted toward their probationary-introductory period if they are hired as a regular employee within the same position.

TA 11/2/22

~~**Section 10.5 Cross Training.** To encourage staff to acquire more skills, it is recognized that under-skilled employees be permitted to train without payment of higher wages. If the employee in the higher position is absent and the employee who is cross-training accepts full responsibility for the duties of the higher position, the employee will be compensated at least at no less than the minimum of the salary scale for that higher position provided the higher duty employee is absent for at least two (2) weeks. Once a temporary position becomes vacant due to leave, retirement or resignation, the cross-trained employee would be eligible to fill the position at the higher rate provided they have met all the minimum qualifications for the position and have no record of disciplinary actions or attendance violations.~~

TA 11/2/22

ARTICLE 11

PERFORMANCE EVALUATIONS

Section 11.1 When Performed. ~~The Authority~~PCHA shall conduct a performance evaluation immediately prior to the end of the twelve (12) month probationary-introductory period following an employee's date of hire or rehire-recall or in six (6) months following an employee's reclassification. ~~The Authority~~PCHA shall conduct annual performance evaluations for all employees within sixty (60) calendar days before or after the employee's anniversary date. ~~Any merit increase that is due will be paid retroactive to the employee's anniversary date.~~

~~The Authority will pay a one hundred dollars (\$100) penalty for each PE that is late beyond sixty (60) days and will pay an additional one hundred dollars (\$100) every thirty (30) days thereafter that the PE remains late. These funds will be set aside and distributed to the Union in December.~~

TA 6/27/23

Section 11.2 Procedure. Performance evaluations shall be conducted by ~~the employee's immediate supervisor or other manager as the Executive Director directs~~ designated management. A copy of the written evaluation form shall be given to the employee, who ~~shall acknowledge receipt in writing and~~ may comment in writing on the evaluation within five (5) working days. The employee shall sign the evaluation. The employee's signature thereon shall not be construed as agreement, but rather as an indication they received it and that management reviewed it with them. Refusal to sign may be deemed insubordination and could lead to disciplinary action. The employee may discuss the evaluation with the Executive Director and shall have the right to have a shop steward present. ~~If an employee is not satisfied with their performance evaluation they can proceed to the grievance procedure, excluding arbitration.~~

TA 6/27/23

ARTICLE 12

DISCIPLINE AND TERMINATION OF EMPLOYMENT

Section 12.1 Discharge

12.1.A. Just Cause. The right to terminate employees for just cause shall be the sole prerogative of PCHA ~~the Authority except that no employee, other than a new hire probationary employee, may be discharged without just cause.~~ Only introductory employees may be discharged without just cause.

TA 11/16/22

12.1.B. Discharge Without Notice for Serious Offenses. ~~The Authority~~ PCHA may discharge an employee without prior warning or notice to the employee for serious violations of PCHA Policy including but not limited to:

- ~~d~~ Dishonesty
- ~~,~~ falsification of any Authority PCHA record;
- disclosure of confidential information relating to Authority PCHA business;
- ~~,~~ acts of discrimination or harassment;
- ~~,~~ theft;
- ~~,~~ flagrant or repeated insubordination;
- ~~alcohol, drug or chemical substance abuse which may affect job performance, violations of the Drug Free Workplace Policy~~
- ~~,~~ physical violence or intentional abuse of delegated authority (actual or threatened);
- ~~,~~ destruction or sabotage of Authority PCHA equipment or facilities (actual or threatened);
- ~~or for~~ any other serious infraction of the Authority's PCHA rules and regulations or other conduct which may adversely affect the Authority PCHA.

~~The Authority~~ PCHA shall not pay any compensation other than salary for hours actually

worked for any employee discharged under this subsection.

TA 11/16/22

12.1.C. Discharge Only After Warning. ~~The Authority~~PCHA may terminate an employee for incompetence, failure to meet production standards, failure to discharge job responsibilities, unexcused or excessive absence or tardiness, breach of ~~Authority~~PCHA rules or regulations or for any other business reason, provided the terms of Section 12.3, Progressive Discipline, are fulfilled.

TA 11/16/22

12.1.D. Statement of Reasons for Discharge. At the time of discharge an employee shall be given a written statement of the reasons for discharge. No employee shall be discharged or given notice of discharge while on ~~vacation or medical~~approved leave unless discharged under 12.1(b).

TA 11/16/22

Section 12.2 Resignation. An employee may resign upon advance written notice of not less than two (2) calendar weeks to ~~their immediate supervisor~~management. ~~The Authority~~PCHA shall not pay any compensation other than for hours actually worked to any employee who resigns without giving the two (2) weeks notice.

TA 11/16/22

Section 12.3 Progressive Discipline. ~~The Authority~~PCHA shall use a uniform, progressive discipline system for ~~poor~~work performance, ~~and poor~~attendance, and violations of PCHA policies. ~~which Progressive discipline shall include formal reprimands~~documented verbal warnings with note to file, documented written warnings with note to file, performance improvement plans (PIP), probation and/or suspensions without pay. An employee shall be given an opportunity to read, sign and ~~answer~~respond to all ~~written warnings or performance evaluations~~disciplinary documents within five (5) calendar days of receipt before placement of such materials in the employee's personnel file. The employee shall sign the discipline. The employee's signature thereon shall not be construed as agreement, but rather as an indication they received it and that management reviewed it with them. Refusal to sign may be deemed insubordination and could lead to disciplinary action. An employee shall have the right to examine the contents of the employee's personnel file. An employee shall have the right to have a ~~shop steward~~union representation present at all disciplinary meetings and shall be so informed when summoned to such meetings, provided the shop steward or union representative's presence doesn't delay the meeting more than five (5) calendar days.

TA 6/27/23

ARTICLE 13

LAYOFFS

Section 13.1 Reduction in Force. Management will carefully consider volunteer requests within the job titles for layoff before proceeding to lay off employees with the least seniority. If there are no volunteers, ~~the Authority~~PCHA will assess the current relative existing qualifications, skills, abilities, attendance records and disciplinary records. If ~~the Authority~~PCHA determines that these factors are not substantially equal, it may make the

selection for layoff without regard to seniority. A displaced employee may bump an employee in another job title covered by this Agreement provided they have substantially equal qualifications, skills and abilities, suitable attendance record, evaluations and disciplinary histories if: (1) ~~The Authority~~PCHA determines that the bumping employee has substantially equal qualifications, skills, abilities, attendance records and discipline records to perform the job function and (2) The bumping employee has more seniority than the bumped employee. An employee to be laid off, will be provided two (2) weeks notice or two (2) weeks pay in lieu of notice.

TA 6/27/23

Section 13.2 Recall. Any regular employee laid off shall be placed on a recall list for a period of twelve (12) months. ~~The Authority~~PCHA shall ~~rehire-recall~~ in inverse order of seniority from the recall list. The last employee laid off shall be the first recalled ~~rehired~~ if the employee is competent to perform the work efficiently and has suitable attendance, disciplinary records and evaluations as determined by ~~the Authority~~PCHA. An employee who is recalled and reinstated to the former or comparable position shall receive the former rate of pay as adjusted by wage increases applicable to the job title during the period the employee was on the recall list.

Any notice of re-employment to a laid off employee shall be by ~~certified-USPS Priority~~ mail, return receipt requested, to the last known address of such laid off employee. It is the responsibility of each employee to keep ~~the Authority~~PCHA advised of any changes in telephone number or address.

TA 6/27/23

ARTICLE 14

DISCRIMINATION

~~The Authority~~PCHA and the Union shall not discriminate on the basis of race, color, creed, national origin, sex, age, religion, political affiliation, sexual orientation, gender identity, gender expression, genetic information, 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 or familial status or otherwise in violation of applicable ~~federal, state and local~~local, state, and federal employment ~~discrimination~~ laws.

TA 11/2/22

ARTICLE 15

DISPUTE RESOLUTION

~~Employees are encouraged to meet with their immediate supervisor or the Executive Director to resolve any questions, misunderstandings or complaints which may arise from time to time. Any dispute between an employee and the Authority concerning the interpretation and application of this Agreement shall be resolved as follows:~~A grievance shall mean a claim or dispute by an employee, group of employees, or the Union with respect to the interpretation or application of this Agreement. 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, shop steward, and immediate supervisor whenever possible. Both parties will extend efforts to establish a working relationship between the stewards and the immediate supervisor. 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 herein may be waived by a mutual agreement of the parties, in writing.

TA 6/27/23

Section 15.1 Informal Settlement Resolution of Complaints. An employee shall discuss any complaint with their immediate supervisor as soon as possible after the occurrence or circumstances giving rise to the complaint. Any ~~settlement, withdrawal or disposition resolution~~ of the complaint at this informal ~~settlement~~ stage shall not be a binding precedent in the ~~settlement resolution~~ of similar complaints or grievances.

TA 6/27/23

Section 15.2 Grievance Settlement Procedure. Grievances are defined as disputes arising between ~~the AuthorityPCHA~~ employees or between ~~the AuthorityPCHA~~ and the Union with respect to the interpretation or application of the terms of this Agreement. Disputes shall be settled according to the following procedures:

Step 1: Division Director—

A. Written Grievance:

~~Employee grievances~~ Grievances shall be ~~taken up with~~ submitted to the ~~employee's immediate supervisor~~ Division Director by the employee and/or a shop steward/Union Representative within ~~ten (10)~~ fourteen (14) ~~working-~~ calendar days after the act or occurrence giving rise to the grievance or within ~~ten (10)~~ fourteen (14) ~~working-~~ calendar days of the time when the employee knew or should have known of the act or occurrence, whichever is later. If a grievance isn't submitted during this timeframe, it will be considered untimely and won't have standing.

Grievances shall be in writing and must include the following points:

1. Name of grievant or grievants, and hire date.
2. Approximate date of alleged violations.
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.
5. Specific remedy requested.

B. Meeting:

Assuming all of the above provisions have been met, a meeting with the Division Director will occur within fourteen (14) calendar days from the receipt of the grievance.

C. Grievance Response:

The Division Director will respond with their grievance decision within fourteen (14) calendar days of the meeting.

If the grievance is resolved, the resolution will be put in writing and all parties will be notified that the grievance is resolved.

Step 2: Executive Director

A. Written Grievance:

~~Grievances not settled~~resolved at Step 1 ~~may be submitted to the Executive Director shall be reduced to writing and referred to the shop steward and the department head~~ within ~~seven (7) working~~fourteen (14) calendar days from the date the grievance was ~~taken up with~~responded to by the immediate supervisor~~Division Director~~. Grievances not so referred, shall no longer be considered in dispute.

B. Meeting:

Upon receipt of the grievance at Step 2, the Executive Director will meet to hear the grievance within fourteen (14) calendar days.

C. Response:

The Executive Director will respond with their grievance decision within fourteen (14) calendar days of the meeting. If the grievance is not resolved within seven (7) working days, the grievance may proceed to Step 3.

If the grievance is resolved, the resolution will be put in writing and all parties will be notified that the grievance is resolved.

Step 3: Mediation

~~Grievances not settled at Step 2 shall be referred to the shop steward and the Executive Director within five (5) working days from the date the grievance was taken up with the department head. Grievances not so referred, shall no longer be considered in dispute. If the grievance is not resolved within seven (7) working days, the grievance may proceed to Step 4.~~If the grievance is not resolved at Step 2, either the Union or PCHA may request mediation through the Public Employees Relations Commission (PERC). Such request shall be made to the Public Employees Relations Commission (PERC) requesting a mediator within fourteen (14) calendar days after providing/receiving the Step 2 response. The mediator's recommendation shall be considered non-binding. If neither party requests mediation, then mediation will not be a required step of the grievance process.

If the grievance is resolved, the resolution will be put in writing and all parties will be notified that the grievance is resolved.

Step 4: ~~Grievances not settled at Step 3 shall be referred to the Business Representative of the Union and the Executive Director within seven (7) working days from the date the grievance was taken up with the shop steward and Executive Director. Grievances not so referred, shall be considered resolved. If the dispute is not~~

~~resolved within seven (7) working days a request shall be made to the Public Employees Relations Commission (PERC) requesting a mediator within seven (7) calendar days of receipt of the Step 4 response. The mediator's recommendation shall be considered non binding.~~

Step 45: Arbitration: If the grievance is not settled at Step 2 or by PERC mediation, arbitration through PERC shall be initiated by the Union or Employer's designee (if the Employer was the grievant requestor). Such action shall be in writing not more than ~~fifteen~~fourteen (145) calendar days after PERC mediation concludes. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the terms of this Agreement and shall not have the authority to add to or detract from or alter in any way the provisions of this Agreement. The decision of the arbitrator shall be final and binding upon both parties. Any expenses owed to the arbitrator shall be shared equally between ~~the Authority~~PCHA and the Union.

~~Any of the time limits may be extended upon mutual agreement between the parties.~~

ARTICLE 16

STRIKES, WORK STOPPAGES AND LOCKOUTS

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

ARTICLE 17

EFFECT OF OTHER LAWS

If any part of 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 Authority~~PCHA shall have the right to modify any term or condition 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 this Agreement.

TA 6/27/23

ARTICLE 18

TERM OF AGREEMENT

This Agreement shall be in effect from ~~January-July 1, 2019-2023~~ through ~~December 31-June 30, 2024-2026~~ and shall continue in effect thereafter on a year-to-year basis unless terminated by written notice from one party to the other not less than sixty (60) days prior to the termination date or any subsequent annual termination date.

TA 6/27/23

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – PIERCE COUNTY HOUSING AUTHORITY

EXECUTED this _____ day of ~~March 2019~~July 2023.

THE PIERCE COUNTY HOUSING
AUTHORITY

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 8, AFL-CIO

By _____
Jim Stretz
Executive Director

By _____
Valarie Peaphon
Union Representative

By _____
Christina McLeod
~~Deputy Executive Director~~Director of Operations

By _____
Suzanne Mode
Business Manager

By _____
Tamara Meade
Director of ~~Finance~~Supported Housing

By _____
Shauntae Anderson
Bargaining Committee

By _____
Victor Lovelace
Director of Maintenance

By _____
Patti Carson
Bargaining Committee

By _____
Sean McKenna
Director of Project Management

By _____
James King
Bargaining Committee

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EXHIBIT SCHEDULE "A"

CLASSIFICATION	HOURLY RATE RANGE	
Office Asst/ Data Entry/ Reception	\$13.00	\$15.62
Apprentice Housing Specialist	\$15.00	\$17.00
Accounting Specialist/ Housing Specialist	\$18.17	\$31.97
Accounting Assistant	\$15.59	\$21.31
Housing Inspector	\$15.59	\$25.18
Maintenance Specialist	\$15.00	\$31.97
Landlord Liaison	\$20.17	\$32.30

<u>POSITION</u>	<u>PAY RANGE MINIMUM</u>	<u>PAY RANGE MAXIMUM</u>
<u>Office Assistant/Administrative Assistant/Data Entry/Reception/Housing Clerk</u>	<u>\$21.00</u>	<u>\$25.00</u>
<u>Accounting Specialist</u>	<u>\$22.00</u>	<u>\$35.00</u>
<u>Staff Accountant</u>	<u>\$27.00</u>	<u>\$39.00</u>
<u>Apprentice Maintenance Specialist</u>	<u>\$21.00</u>	<u>\$25.00</u>
<u>Maintenance Specialist</u>	<u>\$25.00</u>	<u>\$36.00</u>
<u>Maintenance Coordinator</u>	<u>\$27.00</u>	<u>\$39.00</u>
<u>Apprentice Housing Specialist</u>	<u>\$21.00</u>	<u>\$25.00</u>
<u>Housing Specialist</u>	<u>\$25.00</u>	<u>\$36.00</u>
<u>Housing Coordinator</u>	<u>\$27.00</u>	<u>\$39.00</u>
<u>Landlord Liaison</u>	<u>\$22.00</u>	<u>\$36.00</u>
<u>Housing (HQS) Inspector</u>	<u>\$25.00</u>	<u>\$36.00</u>
<u>Resident Services Specialist</u>	<u>\$20.00</u>	<u>\$25.00</u>
<u>Assistant Property Manager</u>	<u>\$23.00</u>	<u>\$30.00</u>
<u>Property Manager</u>	<u>\$25.00</u>	<u>\$36.00</u>

~~*Premium pay of \$2.00 per hour for lead responsibilities, as designated by the Authority.~~

~~The Authority will pay the Employer and employee portion of the Washington Paid-Family and Medical Leave Act (.04% of employees gross wages).~~

~~LETTER OF UNDERSTANDING~~

~~LEAD WORKERS~~

~~As recognized by the parties, in order to conduct the work of the Housing Authority and to coordinate the performance of work, from time to time, it may be necessary to establish Lead duties. This letter of understanding describes the joint Agreement between OPEIU, Local 8 and Pierce County Housing Authority with regard to the appropriate utilization of Leads and assignment of Lead functions.~~

~~Leads are assigned by management and are able to explain or perform all duties and responsibilities of the employees they lead.~~

- ~~❖ Lead is not a position or job classification, it is the temporary assignment of additional administrative duties to an employee.~~
- ~~❖ Leads should be selected on the basis of their ability to perform the lead tasks assigned and not on the basis of seniority. Experience with Pierce County Housing Authority regulations, communication skills, technical expertise and work history should be considered in making a lead assignment.~~
- ~~❖ Lead assignment should be based on business need and should not be viewed as a reward for performance.~~
- ~~❖ As a response to business need, the Lead position is a temporary assignment and should not be viewed as a permanent position.~~
- ~~❖ The decision to initiate or terminate a lead assignment should be discussed privately with the affected employee prior to a public announcement. An employee may decline to accept the Lead position.~~

~~In addition to performing all the duties required by the job description appropriate to the job description, leads are routinely required to:~~

- ~~❖ Serve as a resource person or problem solver for other employees performing similar functions within the department.~~
- ~~❖ Leads should be working leads. Leads should continue to perform the work of their job classification in the department and should be able to assist their co-workers in times of increased workload or temporarily reduced staffing.~~
- ~~❖ Leads should monitor the workflow, prioritize and direct activities of other employees within the department, assisting with scheduling work and task assignment.~~

~~The lead worker does not have full formal supervisory authority for staff assigned to projects, however, in order to complete project / assignments must be able to schedule and control the~~

~~daily working arrangements for a specified group of employees.~~

~~❖ Keeps management appraised of overall project performance (i.e. staffing or resource needs, completion dates, change / delays in scheduling etc.)~~

~~● Distributes and reviews work performed on a daily basis~~

~~❖ Informal Problem Solving:~~

~~● Provides general input on employee's performance to higher level manager / supervisor. Reports observed behavior of employees they lead whether favorable or unfavorable, submit incidents reports to supervisors.~~

~~● Refers and provides information to higher lever manager / supervisor regarding issues or concerns which may result in a disciplinary action on an employee assigned to their project.~~

~~● Leads may work with an individual employee to train or enhance work performance. They may provide input to the supervisors for evaluations.~~

~~**The Lead Worker does not have full authority or exercise full decision-making authority in the following areas:**~~

~~❖ Hiring~~

~~❖ Complaint / grievance resolution~~

~~❖ Disciplinary action up to and including dismissals~~

~~❖ Formal written performance evaluations~~

~~❖ Reclassification, promotion, merit increases~~

~~❖ Lead should not act as management's representative in the grievance process~~

~~Leads may attend management planning meetings as the supervisor feels appropriate, but it should be made clear to the staff that the lead is not a member of management.~~

~~EXECUTED this _____ day of December 2015.~~

~~THE PIERCE COUNTY HOUSING AUTHORITY _____ OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 8, AFL-CIO~~

~~By _____ By _____
Charlie Gray Valarie Peaphon
Executive Director Union Representative~~

LETTER OF UNDERSTANDING
BETWEEN
PIERCE COUNTY HOUSING AUTHORITY
AND
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 8

Pierce County Housing Authority (PCHA), the “Employer” and Office and Professional Employees International Union, Local No. 8 (OPEIU 8), the “Union” mutually agree to the following:

Employment Separation

When there is a break in employment (i.e., resignation, termination, retirement, layoff), employee will have thirty (30) calendar days to vacate/move-out of the employer-provided housing. If the separated employee does not move-out within said time period, PCHA will pursue legal termination of tenancy.

Sunset of Employer-Provided Housing

1. Employer-provided housing was a historical part of the compensation package for the Affordable Housing Division property management staff.
2. PCHA will no longer offer employer-provided housing for any new hires.
3. For the collective and individual wellness of employees and of the business of PCHA, PCHA will cease providing employer-provided housing on June 30, 2024, for any employee currently living in employer-provided housing.
4. Any employees living in employer-provided housing are required to move-out on or before June 30, 2024.
5. PCHA will reimburse any employee who vacates the employer-provided housing by June 30, 2024 up to \$3,000 in documented moving expenses (for example – application fee, deposit, first/last months rent, moving company invoices, etc.).
6. Upon move-out, the employee’s hourly compensation will increase by the hourly compensation equivalent for the employer-provided housing. The calculation for the compensation will be: *monthly rent for employer-provided apartment multiplied by 12 months divided by 2080 hours.* The employee’s hourly compensation (hourly wage + employer-provided housing equivalent) may not exceed the approved wage range for their position.
7. Any employee who does not vacate employer-provided housing by June 30, 2024 will be subject to legal termination of tenancy and subject to progressive discipline.

EXECUTED in Tacoma, Washington this _____ day of July 2023.

TA 6/27/23

LETTER OF UNDERSTANDING
BETWEEN
PIERCE COUNTY HOUSING AUTHORITY
AND
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 8

Pierce County Housing Authority (PCHA), the “Employer” and Office and Professional Employees International Union, Local No. 8 (OPEIU 8), the “Union” mutually agree to the following:

One-Time Contract “Signing” Bonus:

A 5% bonus for all employees on all regular, straight time of employee’s hours worked, holidays, and vacation leave from January 1, 2023 through June 30, 2023 to be paid on the first paycheck of August 2023 (August 11th) for the signing and completion of CBA to be effective 7/1/2023.

An additional 2% compensation bonus for all employees with an anniversary date between January 1, 2023 and June 30, 2023, on all regular, straight time of employee’s hours worked, holidays, and vacation leave from January 1, 2023 through June 30, 2023 to be paid in the first paycheck in August 2023 for the signing and completion of CBA to be effective 7/1/2023.

TA 6/27/23

EXECUTED in Tacoma, Washington this _____ day of July 2023.