



Office and Professional Employees International Union
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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

BREMERTON HOUSING AUTHORITY

AND

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

FOR THE PERIOD OF

OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2025

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – BREMERTON HOUSING AUTHORITY

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COLLECTIVE BARGAINING AGREEMENT

BREMERTON HOUSING AUTHORITY

THIS AGREEMENT is made and entered into at Bremerton, Washington, this 1st day of October 2022, by and between the **HOUSING AUTHORITY OF CITY OF BREMERTON**, its successors and assigns, hereinafter referred to as the Employer, and the **OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 8**, hereinafter referred to as the Union, for the purpose of fixing the wage scale, schedule of hours, and general rules and regulations between the Employer and the Union, and to clearly define mutual obligations between the parties hereto. Therefore, it is mutually agreed as follows:

ARTICLE 1

RECOGNITION

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

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

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

ARTICLE 2

UNION SECURITY

Section 2.1 The Employer 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.

Section 2.2 The Employer will provide written notification to the Union of new hires and rehires in bargaining unit positions within five (5) working days of hire. This notice will include:

1. First and last name
2. Home address
3. Work email address
4. Personal cell phone (if provided by employee)
5. Personal email address (if provided by employee)
6. Job title
7. Department
8. Start Date
9. Status (regular, project, temporary)
10. Primary work site

The Employer will provide the Union the opportunity to meet new employees assigned to bargaining unit positions. The Union representative and/or Stewards 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. Such presentations shall take place at the worksite during regular work hours.

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

ARTICLE 3

HIRING

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

Section 3.2 The Employer has the final choice as to who is hired, and shall notify the Union within five (5) working days of hire of a new employee. The Employer shall not be denied the right to employ an individual from outside sources once the provisions of Articles 17 and 19 have been exercised and it has been determined that covered employees who have made application from the internal job posting procedure are deemed unqualified for the position.

ARTICLE 4

DEFINITIONS

Section 4.1 DEFINITIONS:

- **Administrative Leave** – Administrative Leave related to disciplinary or adverse actions occurs when the termination or suspension of an employee is being considered and the employee is temporarily relieved of their normal responsibilities. It could also be determined to place an employee on Administrative Leave pending an assessment of situations where discipline is not being considered, however, there may be risk to the employee; other staff; or to BHA as an organization. In such situations the employee being placed on Administrative Leave continues to receive regular pay and benefits, and is normally required to remain at home and be available to BHA during normal work hours for the amount of time necessary to effectively assess the situation.
- **Arbitration** – A method of settling a labor-management dispute by having a neutral third party or panel hold a formal hearing, take testimony, and render a decision and/or award. Through PERC - ARBITRATION CASES ("A" Cases) under Chapter 391-65 WAC a PERC staff member (Arbitrator) holds a hearing to receive evidence and arguments on a grievance dispute. The Arbitrator issues a written decision which is final and binding on the parties. Arbitration decisions cannot be appealed to the Commission. If the Union and Employer decide not to use PERC and are unable to agree upon an arbitrator, a request shall be made to the Federal Mediation and Conciliation Service to name a panel of not less than five (5) impartial persons, from which the parties shall select an arbitrator by the process of elimination, each in turn striking a name from the panel until but one remains.
- **Last Chance Agreement** – A written agreement between the union, the employee, and the employer giving a worker who has been in the progressive disciplinary process, one last chance to keep their job. The agreement can vary in length and stipulations depending on each unique situation. Generally, the employee agrees that should they violate the terms of the agreement, either by failing to remain in a mandatory treatment program, by further misconduct at work, or by not improving attendance and/or performance, they will be terminated.
- **Mediation** – If one or both parties decide that the negotiations are at impasse, either or both may call in a mediator who is a neutral third party. For the State of Washington public sector, mediation is provided by the Public Employment Relations Commission (PERC). The mediator has no power to force a settlement, but works with the parties to help them arrive at a mutually acceptable agreement. PERC conducts several types of mediation: contract mediation, grievance mediation and settlement mediation.
- **New Hire** – Employees on a one hundred and twenty (120) day probationary review period. During the one hundred and twenty (120) day period, such employees shall be entitled to all rights and privileges of this Agreement, except Article 23, Employment Practices.

- **Performance Improvement Plan (PIP)** – Documents required performance improvement when an employee's performance is out of alignment with work expectations or when there is unproductive, and/or disruptive on-the-job behavior that is not consistent with the purpose, focus, primary duties and responsibilities of a position as described in the position description. The Performance Improvement Plan includes a description of what behavior(s), performance(s), situation(s), or condition(s) must be changed along with what is to be done by the employee, what is to be done by the supervisor, and when the improved level of performance is to be achieved. Specific conditions for determining that improvement has occurred should be set so that both the employee and the supervisor will know if success has been achieved.
- **Probationary Review Period** – Initial evaluation period lasting one hundred twenty (120) days for employees new to BHA or one hundred twenty (120) days for current employees transferring within BHA. Internal transfers may be caused by a promotion, demotion, reassignment, lateral transfer, or bump back. Internal transfers retain their for-cause status during their trial service period.
- **Public Employment Relations Commission (PERC)** – PERC is an independent state agency responsible for resolving disputes involving Local government employees generally (cities, counties, etc.) - **Chapter 41.56 RCW**. PERC helps to prevent or minimize disruptions to public services by the uniform, impartial, efficient and expert resolution of labor-management disputes.
- **Regular Full-Time Employee** – Those employees regularly scheduled to work thirty two (32) or more hours per week. Regular full-time employees are entitled to all benefits of the Agreement. All regular full-time-employees working less than forty (40) hours per week shall receive some benefits of this Agreement pro-rated to the proportion of hours worked versus full-time hours (including but not limited to sick leave, PTO, holidays, but excluding Medical, dental and life insurance, which are not pro-rated for full time employees).
- **Regular Part-Time Employee** – Those employees on a regular schedule of less than thirty two (32) hours per week. All regular part-time-employees working less than thirty two (32) hours per week shall receive all benefits of this Agreement pro-rated to the proportion of hours worked versus full-time hours (including but not limited to sick leave, PTO, holidays, medical, dental and life insurance). Regular part-time employees working more than eighty (80) hours per month will be eligible for all benefits under Article 24 - Employee Benefits.
- **Temporary Employee** – Temporary employees are casual employees, either full or part-time, employed on a temporary basis of less than ninety (90) days. The purpose of such employment is to fill in for peak workloads or leaves of absence. Temporary employees shall be paid in accordance with Schedule A, Step I, which will be exclusive of all benefits.
 - Employer shall notify the Union in writing within ten (10) working days of hiring a temporary employee in an OPEIU Job Classification as listed in Appendix A. Notification shall include purpose of temporary employee, position, effective date, compensation and anticipated duration.

ARTICLE 5

GENERAL

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

Section 5.2 Employees shall be paid on a bi-weekly basis unless the Union and the Employer agree to a different pay schedule.

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

Section 5.4 COMPANY SHIRTS-INSPECTOR POSITION. The Inspector position employees will be required to wear a company shirt. The company shirts shall be furnished to the employee by the BHA. The employee shall be responsible for the replacement of same if lost, stolen or damaged due to neglect or carelessness.

- a) Three (3) shirts shall be provided each employee and they shall clean them.
- b) Upon separation of employment from BHA, all company shirts shall be returned on the last day of employment or the cost of company shirts may be deducted from separation payment.

Section 5.5 Employees shall provide, in writing, two (2) weeks' notice prior to their resignation date (i.e., last working day), unless otherwise mutually agreed.

ARTICLE 6

UNION BUSINESS

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

Section 6.2 Up to four (4) Shop Stewards shall be selected to represent employees at Bremerton Housing Authority. The Union shall notify the Employer in writing of those selected within ten (10) days. One shop steward will be assigned to each grievance, complaint, and issue. The Union will provide adequate training to all shop stewards and alternates.

ARTICLE 7

RIGHTS OF MANAGEMENT

Section 7.1 It is understood that the Employer retains, except as limited by an express provision of this Agreement, its rights to exclusively manage the affairs of the work place and to direct and operate its departments and working forces. Operation, direction and management of the work place includes, but is not limited to the following: planning, directing, scheduling, controlling and determining the methods and processes of providing services; establishing work standards in order to measure employee performance and productivity, and which may be used as a basis for promotions and disciplinary actions; the hiring, layoff, transfer, promotion, demotion, discipline, reduction in force, and discharge of employees; the determination of work schedules, shifts, time off from work and sequence of work and/or services; the assignment of work which includes the ability of management performing the work as a back-up when an employee is on leave up to three (3) weeks when no other qualified employee is available; and/or the introduction of new equipment and/or regulate the use of machinery, facilities, equipment and other property of the Employer.

Section 7.2 Assignments for employees to train other employees shall be at the option of the Employer, provided there are sufficient employees otherwise available to perform such functions. In the event employees are assigned to train other employees or provide informational assistance, support and guidance to new employees, appropriate consideration shall be given to the quality of work and workload assignments. Employees may train up to two full weeks. Employees in a higher tiered position may conduct training as a part of their job description.

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

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

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

ARTICLE 8

SUBCONTRACTING

Section 8.1 Bargaining unit work shall not be performed by members of the Administration unless coverage is needed during employee absences as specified in Article 7 Section 7.1. Employees of staffing agencies may be employed on a temporary basis with notification to the Union for up to ninety (90) consecutive days. The timeframes may be extended by mutual

agreement. Union waives the right to bargain the use of staffing agencies as described in this paragraph. The Employer further agrees that any employee performing collective bargaining work shall be paid the appropriate scale as specified within the Agreement.

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

ARTICLE 9

STRIKES AND LOCKOUTS

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

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

ARTICLE 10

WORK SCHEDULE

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

Section 10.2 All time compensated in excess of forty (40) hours per week, will be paid at time and a half. In most situations, an employee will not be required to work over their scheduled shift, unless it is mutually agreed upon and accepted between the employee and the employer. All flextime will need to be approved by the immediate supervisor, prior to any changes to the employees work schedule for the week. All time worked on Sundays or scheduled Holidays will be paid at double time. All overtime will need to be approved by the immediate supervisor,

prior to any work being accomplished. At the employee's option, compensatory time will be granted for overtime worked at the rate of one and one-half hours for each hour worked.

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

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

Section 10.5 Employees ordered to report to work on a scheduled day off shall receive at least two (2) hours' pay.

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

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

ARTICLE 11

INCLEMENT WEATHER

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

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

Section 11.2 In the rare event that the Employer requires employees not to report to work due to inclement weather, such time off will be Administrative Leave and not charged to accrued Paid Time Off. Employees who have essential duties as determined in their job descriptions and are able to report to work in this situation, with Employer approval, shall either be paid time and one-half for the actual hours worked or be given compensatory time off at time and one-half, at another time mutually agreed upon by the employee and the Employer.

ARTICLE 12

HOLIDAYS

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

<u>HOLIDAY</u>	<u>DATE OBSERVED</u>
New Year's Day	January 1
Martin Luther King Day	3 rd Monday in January
Presidents' Day	3 rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1 st Monday in September
Columbus Day/Indigenous Peoples' Day	2 nd Monday in October
Veterans' Day	November 11
Thanksgiving Day	4 th Thursday in November
Day after Thanksgiving	4 th Friday in November
Christmas Day	December 25
Floating Holiday	Day of employee's choosing

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

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

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

Section 12.5 All employees will be given a floating holiday to be used on a day of their choosing subject to the approval of their immediate supervisor. The floating holiday must be taken as a full day (8 hours fulltime/prorated for part time). Any floating holiday unused by an employee by the end of the Fiscal Year will be forfeited.

Newly hired employees may take the floating holiday at any time during the Fiscal Year (October through September), subject to the approval of their immediate supervisor.

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

ARTICLE 13

PAID TIME OFF (PTO)

Section 13.1 Regular employees shall accrue paid time off (PTO). This includes employees during their probationary review period.

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

Section 13.3 Paid Time Off (PTO) will be accrued by employees and may be taken at any time subject to the approval of the supervisor or manager. Leave requests should be submitted directly through the payroll time off request system at least three (3) working days in advance, if possible. All requests for leave should be answered by the supervisor within three (3) working days of the request. If the employee does not receive a response by that time, they should reach out to their supervisor, manager or director for a response. If a response is still not received, the employee may take the time off as requested without penalty.

Section 13.4 Paid Time Off shall be computed as follows:

- a) Under 1 year = 150 hours annually with maximum accrual of 500 hours
- b) 1 – 3 years = 175 hours annually with maximum accrual of 575 hours
- c) 4 – 6 years = 200 hours annually with maximum accrual of 650 hours
- d) 7 – 9 years = 225 hours annually with maximum accrual of 725 hours
- e) 10 – 19 years = 250 hours annually with maximum accrual of 800 hours
- f) 20 or more years = 275 hours annually with maximum accrual of 875 hours

Section 13.5 The minimum paid time off (PTO) to be requested shall be one quarter (1/4) hour.

Section 13.6 Upon separation of any employee, the last day of work shall be the separation date. The employee shall be paid for paid time off (PTO) at the rate of 100% for the first 250 accumulated hours, then 35% of the remaining balance.

Section 13.7 Employees may submit requests to the Human Resources Manager to receive payment of one hundred (100) hours or less, of accrued paid time off per fiscal year at their appropriate rate of pay. Employees must retain a minimum balance of one hundred (100) hours of accrued paid time off in order to be able to cash out paid time off. If such approval is granted, the employee's accumulated paid time off (PTO) shall be reduced by the number of days the employee is paid for.

Section 13.8 In the event of the death of an employee in the active service of the Employer, accrued paid time off (PTO) shall be paid in accordance with Section 13.6 to their beneficiary.

Section 13.9 Paid time off (PTO) not yet earned may not be advanced during any leave periods.

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

ARTICLE 14

SICK LEAVE

Section 14.1 Sick leave shall be computed as follows:

- a) Employees will accrue Washington Sick Leave at one (1) hour per thirty (30) hours compensated.
- b) Accrued sick leave need not be used during the calendar year in which it accrues. Up to one hundred (100) hours may be carried over from year to year and up to seventy five (75) hours can be transferred into PTO annually.

Section 14.2 The minimum sick leave to be requested shall be in one quarter hour (15 minutes) increments.

Section 14.3 Leave taken for sickness in excess of accrued sick leave shall be charged to paid time off (PTO).

Section 14.4 Upon separation of an employee in the active service of the Employer, there is no cash out of sick leave.

Section 14.5 Employees may use sick leave for reasons of illness, injury accident, medical or dental appointments, and the birth or adoption of a child, etc., in accordance with this article, BHA policies, and in accordance with State or Federal Family Leave Acts. Employees must use all accrued sick and Paid Time Off (PTO) before using leave without pay.

Section 14.6 Requests for pre-approved sick leave shall be submitted at least three (3) business days in advance. All requests for leave will be answered within seventy two (72) hours; if not, the employee may take the time off as requested without penalty.

Section 14.7 Sick leave not yet earned may not be advanced during any leave periods.

Section 14.8 INDUSTRIAL DISABILITY LEAVE. An employee who incurs a work-related illness or injury and who qualifies to receive Workers' Compensation benefits shall be allowed to use accrued sick leave to supplement the Workers' Compensation benefits so as to provide the same pay they would have received for full time active service, taking into account that Workers' Compensation payments are not subject to federal or social security taxes. In no event shall the combination of Workers' Compensation and employee sick leave exceed the amount of an employee's regular wage rate at any time of the disability period. Any Employee

receiving medical disability benefits or Workers compensation pay shall remit these funds to BHA to purchase back an equal amount of sick leave, which will be returned to their sick leave bank of hours. The intent of this section is that no employee receives more than 100% of normal income.

ARTICLE 15

LEAVE SHARING

Section 15.1 Bremerton Housing Authority may permit an employee to receive paid time off (PTO) or sick leave donated by other employees if the employee meets all of the following criteria:

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

Section 15.2 A committee will be formed of two (2) management and two (2) bargaining unit employees to determine if this criteria has been met.

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

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

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

ARTICLE 16

LEAVES OF ABSENCE

Section 16.1 BEREAVEMENT LEAVE. BHA provides regular employees with paid leave for up to three (3) workdays in the event of the death of an immediate family member:

- **Son/Daughter:** biological, adopted, foster, step, child of legal guardian, in loco

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parentis, de factor parent regardless of age or dependency status

- **Grandchild:** a son/daughter of the employee's son/daughter
- **Grandparent:** A parent of a parent of an employee
- **Parent:** means a biological, adoptive, de factor, or foster parent, step parent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or an individual who stood in loco parentis to an employee when they were a minor child
- **Spouse:** A husband, wife, or domestic partner. Gender-specific terms used, such as husband and wife, shall be construed to be gender-neutral and applicable to individuals in city, county, or state registered domestic partnership
- **Sibling:** A brother, sister, stepbrother, or stepsister of an employee

BHA will provide one (1) day paid bereavement leave in the event of the death of an extended family member of current employees:

- Uncles and Aunts
- Nephews & Nieces
- First Cousins
- Brother-in-law & Sister-in-law
- Son-in-law & Daughter-in-law
- Grandparent-in-law
- Current members of the Employees Household

Up to two (2) additional days of bereavement leave may be provided if the funeral or memorial service is greater than 300 miles in one direction. If the employee will be attending a funeral or memorial service scheduled for a later date, bereavement leave days do not need to be consecutive. Use of Bereavement Leave should be requested from the employee's manager.

An employee who wishes to take more time off to grieve an immediate or extended family member may request the use of any accrued leave.

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

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

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

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

Section 16.4 Washington Paid Family and Medical Leave Washington Family and Medical Leave will be available for eligible employees for the following reasons:

- a) Care and bond after a baby's birth or the placement of a child younger than 18;
- b) Care for a family member experiencing an illness or medical event;
- c) Certain military-connected events;
- d) Care for self in relation to an illness or medical event;
- e) Other reasons as stated in BHA policies and Federal, State, and local laws.

To qualify for Paid Family and Medical Leave, Employees must work eight hundred twenty (820) hours or more in the qualifying period. The qualifying period is either:

- The first four of the last five completed calendar quarters; or
- The last four completed calendar quarters

When qualified, employees are eligible for up to twelve (12) weeks of paid family or medical leave. An additional two (2) weeks of leave is available when the leave is a result of pregnancy complications. Employees are eligible for up to sixteen (16) weeks of leave when family and medical leave are used to care and bond with a new child.

Benefits paid will be a percentage of the employee's average weekly wage during the two highest quarters in the qualifying period. The maximum weekly benefit amount is around 60% of wages up to a weekly amount of \$1,000—adjusted annually.

Per Washington State Law all employees pay their portion of the premium rate. Visit www.paidleave.wa.gov for details.

Section 16.5 MATERNITY LEAVE. Disability resulting from pregnancy will be considered the same as any other temporary illness or incapacity and will be administered in accordance with state and federal leave laws.

Section 16.6 LEAVES OF ABSENCE. Leaves of absence, not to exceed what is allowed by Federal and or State statutes, shall be granted in the case of an employee's sickness or disability when supported by a physician's certification of necessity. Extensions of leaves of absences for sickness or disability may be granted if mutually agreed to by the Employer and the employee for no more than an additional two (2) months. Accrued sick and/or Paid Time Off (PTO) will be used until exhausted in conjunction with Family Medical Leave Benefits. After accrued sick leave and Paid Time Off (PTO) are exhausted, employee will request leave without pay. Employee on paid sick leave or paid time off (PTO) shall be entitled to all benefits established herein, including, but not limited to, accrual of Paid Time Off (PTO) entitlement, sick leave, holiday pay, pension and health and welfare benefits. Employees in other than a sick leave or paid time off (PTO) status shall not be entitled to and shall not accrue any of the benefits of this Agreement; provided, however, that employees on a leave of absence without pay may self-pay health insurance premiums throughout the duration of the approved leave.

Section 16.7 MILITARY LEAVE. An employee who leaves their position to enter active duty for military service in time of war, any period of national emergency, as declared by the President of the United States or Governor of the State in connection with national defense, by reason of being drafted, or by reason of having a reserve commitment, shall be entitled to be restored to their same position or a position equally acceptable to them by which they are qualified. An employee currently working and receiving salary who has a military reserve commitment shall have deducted from their regular salary any amounts which they receives for Reserve Annual Training.

ARTICLE 17

SENIORITY

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

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

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

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

ARTICLE 18

EVALUATIONS

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

Section 18.2 The performance of each employee will also be evaluated with the employee thereafter on an annual basis at fiscal yearend.

Section 18.3 Performance evaluations are generally conducted:

- At approximately the midway point of the probationary period when feedback is appropriate.
- At the end of the probationary period.
- Annually at the end of each fiscal year.

The employee will receive a copy of the evaluation and may concur without comment by signing or may respond in the space provided within three (3) working days. Any employee who feels the evaluation needs further discussion may review it with the supervisor, manager and/or department head at that time. The employee shall have the right to have their shop steward present at the evaluation with the supervisor and/or department head. Evaluations are subject to the grievance procedure.

ARTICLE 19

PROMOTIONS, DEMOTIONS, TRANSFERS AND TEMPORARY UPGRADES

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

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

If there is no step to be increased in their previous range, the pay step for their new position shall be determined by the amount of their current position at the closest higher amount of the new position.

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

expected to reach all bargaining unit employees. The posting shall include grade, pay and responsibility.

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

Section 19.5 All employees bumped back due to a lay-off shall be placed on the new job for a probationary period of one hundred twenty (120) days. In the event the employee does not successfully pass the probationary period such employee shall be placed on the recall list, or they may bump into another position if there is one available.

Section 19.6 All employees promoted or transferred shall be placed on a trial service period for the first one hundred twenty (120) days during which time training will be provided point and final evaluation will occur. For the first one hundred twenty (120) days either the Employer or the employee may unilaterally decide that the employee be returned to their last position held without loss of seniority and with appropriate pay for the former position.

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

Section 19.8 In the event of a demotion or temporary downgrade, as a result of a bump back or temporary non-work related illness or injury, Article 20.1b. and c. shall apply. An employee shall receive his present salary, or the maximum salary of the lower position, whichever is lower. When an employee voluntarily takes a downgrade, they will be placed in same step in the new grade as the previous grade.

ARTICLE 20

LAYOFF AND RECALL

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

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

employer may administer a standard employment screening tool which is used when normally recruiting for the position.

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

ARTICLE 21

TECHNOLOGICAL CHANGE

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

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

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

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

ARTICLE 22

BULLETIN BOARDS

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

ARTICLE 23

DISCIPLINARY ACTION

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

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

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

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

Section 23.5 The employer shall use a uniform, progressive discipline system for issues such as poor work performance, poor attendance, and safety violations. Disciplinary measures will include: documented verbal warning, written warning, suspension without pay, last chance agreements and discharge. Under certain circumstances a Performance Improvement Plan, demotion or reassignment may be discussed with the union as appropriate. No employee will be discharged without just cause.

Section 23.6 The Employer is not required to, but may if it so desires, proceed to a higher level of discipline up to and including discharge of an employee without progressive discipline for any of the following reasons:

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

Section 23.7 If an employee is placed on administrative leave prior to or during an investigation, the employee's pay status will depend on the outcome of the investigation and/or disciplinary action. If the investigation substantiates the disciplinary action, the leave will be without pay. If the investigation does not substantiate the disciplinary action, the leave will be with pay. Employees will be advised of their right to union representation during any investigatory interview or meeting which could reasonably be expected to lead to disciplinary action. Such investigation shall be completed within a five working day period unless an extension is agreed upon by the union if the investigation cannot reasonably be completed within five (5) working days and such request shall not be unreasonably denied.

Section 23.8 Copies of written warning and disciplinary action letters shall be sent to the union representative.

Section 23.9 An employee shall be given an opportunity to read, sign and answer all warnings or performance evaluations before placement of such material in the employee's personnel file. An employee shall have the right to examine the contents of their personnel file.

Section 23.10 An employee shall have the right to have a union representative present at all disciplinary meetings and shall be so informed when summoned to such a meeting.

Section 23.11 Management will notify an employee of a disciplinary action within ten (10) working days of occurrence, or knowledge of occurrence, of any incident that would have initiated such action.

Section 23.12 An employee may request a written warning letter to be removed from the employee's personnel file after twelve (12) months from the date of issue unless the employee has had further disciplinary action during this time. All other documentation regarding disciplinary action(s) will remain in the personnel file, including, but not limited to suspension, performance improvement plan and last chance agreements to be used as a reference, however, when there has been no additional disciplinary action for twelve (12) months from the date of the last documented issue, any new similar incidences for which progressive discipline is appropriate will start a new progressive disciplinary action process as described in Sections 23.6 and 23.7 of this article as applicable.

Section 23.13 Employees shall not be requested or required to perform tasks that violate any federal, state, local law or rule; or that may be considered an "improper action," as specified in Employer's Personnel Policy.

ARTICLE 24

EMPLOYEE BENEFITS

Section 24.1 The Employer will pay Health and Welfare premiums (as stated below) for eligible employees who work at least eighty (80) hours per month.

Section 24.2 For the duration of this agreement, the Employer agrees to continue to provide the opportunity for all eligible employees and their dependents, to enroll in group health insurance, vision, dental, and group life coverage provided by BHA through the Public Employer Benefit Board (PEBB) starting on January 1, 2020.

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

COLLECTIVE BARGAINING AGREEMENT
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- BHA employees are required to execute on-line enrollment and complete any required forms in order to participate in this program.
- BHA may elect to provide additional health care providers for employees employed on or after September 30, 2019, provided that such addition of providers does not reduce the current level of benefits provided to employees. Should BHA decide to expand the list of eligible providers, BHA shall give OPEIU representatives notice of the proposed additions.
- The plan descriptions shall provide the terms of coverage and administration of the respective plans. Employees and union representatives are entitled to receive a copy of the summary plan description upon request. Additionally, employees and union representatives are entitled to review copies of the actual plan description upon advance request.
- A Memorandum of Understanding (MOU) will be signed by the chief negotiators for the Union and BHA.
- BHA employees are required to execute on-line enrollment and complete any required form in order to participate in the Vision and Dental program.
- BHA will provide Vision for employees who waive medical benefits.

Section 24.3 Effective October 1, 2019 and for the duration of this agreement, premiums for insurances provided under Article 24 - EMPLOYEE BENEFITS Section 24.2 will be paid equivalent or better as follows:

Medical, Dental, Vision, Group Life, LTD bundled benefits:

a. Employee only coverage:	Employee:	5%	Employer:	95%
b. Dependents coverage:	Employee:	10%	Employer:	90%
c. Waiving Medical:	Employee:	0%	Employer:	100%

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

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

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

Section 24.7 Upon failure of the Employer to make any of the payments required by this Agreement, the Union may, ten (10) days after written notification to the Employer of failure of such payments, undertake economic action against such defaulting Employer to enforce

prompt payment, and such action shall not be deemed to be in violation of this Agreement or any of the provisions thereof.

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

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

ARTICLE 25

STAFF DEVELOPMENT

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

ARTICLE 26

DRUG FREE WORKPLACE

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

ARTICLE 27

NON-DISCRIMINATION

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

Section 27.2 The Bremerton 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 27.3 Employees shall have the right to present grievances individually, as a group, or through their designated representatives. In so doing, employees shall be assured of freedom from restraint and interference.

ARTICLE 28

COMPENSATION

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

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

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

Section 28.3 Any newly created positions determined to be covered by this Agreement or covered positions which have been substantially changed during the life of this Agreement shall be subject to negotiations between the Employer and the Union. In the event the parties are unable to agree on the classification and rate of pay for the job in question, the dispute shall be resolved by PERC. If no solution is rendered a mutually agreed upon arbitrator shall be used, where a decision will be rendered.

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

Section 28.5 Effective October 1, 2022, all employees will receive a 5.5% cost of living increase and each year thereafter on October 1st for the term of this agreement, the wages as shown in Schedule “A” to reflect any percentage increase in the Seattle/Tacoma/Bellevue CPI-W from June to June except that the increase shall be no less than 1.5% if the CPI-W is less than 1.5% and no greater than 5% if the CPI-W is more than 5%.

ARTICLE 29

GRIEVANCE PROCEDURE

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

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

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

Step 1: Immediate Supervisor

The Union Representative or shop steward must first present the grievance in writing to the immediate supervisor within ten (10) working days of the time the employee knew or could reasonably be expected to be aware of the events that precipitated the problem. Any initial grievance not submitted in the time limits herein shall render the grievance null and void. The initial grievance must state the specific details of what is being grieved and why. A meeting will be scheduled with the supervisor or designee, grievant, and/Shop Steward and/or Union Representative within seven (7) working days or as agreed upon by the Union Representative and the Human Resources Manager, to review the matter. The Employee or the Employer may designate an additional representative to be present at this Step 1 meeting. Any grievance affecting more than one employee within the bargaining unit may have one employee

designated as the spokesperson together with a shop steward and/or Union Representative. The immediate supervisor or designee shall within seven (7) working days of the meeting respond in writing to the employee (with a copy to the Union and Human Resources), and provide an answer to the grievance.

Step 2: Department Head

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

Step 3: Executive Director, or Designee

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

Step 4: Mediation

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

Step 5: Arbitration

If the grievance is not then settled by PERC Mediation, Arbitration through PERC or the Federal Mediation and Conciliation Service shall be initiated, provided the Union or Employer's designee if the Employer was the grievant requests such action in writing not more than fifteen (15) calendar days after PERC Mediation. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the terms of the agreement and shall not have jurisdiction to add to, detract from or alter in any way the provisions of this agreement. The decision of the arbitrator shall be final and binding upon both Parties. Any expenses and fees owed to the arbitrator shall be borne equally by both parties.

Section 29.4 Any employee, when reinstated after a grievance, shall be guaranteed such employee rights, benefits, and credits including back pay, leave accrual and retirement as

determined by the arbitrator. Attorney's fees and costs shall not be awarded to either party, except that the parties may be directed by the arbitrator to bear equally any expenses and fees owed to the arbitrator.

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

ARTICLE 30

SEPARABILITY

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

ARTICLE 31

SAFETY

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

ARTICLE 32

PERSONNEL POLICY

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

Section 32.2 It is hereby agreed that effective 1-22-2018 the Personnel Policy of Bremerton Housing Authority has been adopted by the OPEIU Local 8 employees. If Bremerton Housing Authority makes changes in the Personnel Policy after 10-1-19, OPEIU Local 8 must be notified in writing of changes, and if OPEIU does not respond within thirty (30) days, the new policy will take effect on the thirty-first (31st) day of BHA Board of Commissioners approval. If Bremerton Housing Authority fails to do so, the changes will have no effect on the conditions of the employees.

ARTICLE 33

UNION/MANAGEMENT COMMITTEE

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

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

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

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

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

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

ARTICLE 34

SUCCESSORS

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

ARTICLE 35

TERMINATION AND RENEWAL

Section 35.1 This Agreement shall become effective October 1, 2022 and remain effective through September 30, 2025, and shall thereafter automatically renew itself until either party shall give sixty (60) days written notice prior to the anniversary date of its desire to terminate,

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – BREMERTON HOUSING AUTHORITY

modify, or change this contract. Upon the giving of such notice, the parties shall proceed to negotiate a new contract, the terms of which shall be retroactive to the anniversary date.

Signed this _____ day of _____, 2022.

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

By 
Valarie Peaphon, Union Representative


By 
Suzanne Mode, Business Manager

By 
Morgan Duffy, Bargaining Committee

By 
Toni Eishen, Bargaining Committee

By 
Kim Martin, Bargaining Committee

BREMERTON HOUSING AUTHORITY

By 
Carlita Mendez, Acting Executive Director

By 
Paula Kennedy, Human Resources Manager

By 
Sherman Enstrom, Finance Director

By 
Kristy Yeadon, Compliance Manager

By 
Carol Sittler, Property Manager II

OPEIU SALARY STEP SCHEDULE FY 23 (2022-2023) with 2% Steps and 5.5% COLA

Union Classifications	Steps:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Grade 16 Office Assistant I	Annual	35242	35947	36666	37399	38147	38910	39688	40482	41292	42118	42960	43819	44695	45589	46501	47431	48380	49347	50334	51341
	Hourly	16.94	17.28	17.63	17.98	18.34	18.71	19.08	19.46	19.85	20.25	20.65	21.07	21.49	21.92	22.36	22.80	23.26	23.72	24.20	24.68
Grade 19 Office Assistant II	Annual	37853	38610	39383	40170	40974	41793	42629	43482	44351	45238	46143	47066	48007	48967	49947	50946	51965	53004	54064	55145
	Hourly	18.20	18.56	18.93	19.31	19.70	20.09	20.49	20.90	21.32	21.75	22.18	22.63	23.08	23.54	24.01	24.49	24.98	25.48	25.99	26.51
Grade 22 Office Specialist I	Annual	38730	41699	42533	43384	44252	45137	46039	46960	47899	48857	49835	50831	51848	52885	53942	55021	56122	57244	58389	59557
	Hourly	19.65	20.05	20.45	20.86	21.27	21.70	22.13	22.58	23.03	23.49	23.96	24.44	24.93	25.43	25.93	26.45	26.98	27.52	28.07	28.63
Grade 24 Compliance Asst./Resident Liaison	Annual	40640	43736	44611	45503	46413	47341	48288	49254	50239	51244	52269	53314	54380	55468	56577	57709	58863	60040	61241	62466
	Hourly	20.61	21.03	21.45	21.88	22.31	22.76	23.22	23.68	24.15	24.64	25.13	25.63	26.14	26.67	27.20	27.74	28.30	28.87	29.44	30.03
Grade 25 Office Specialist II Housing Assistant I	Annual	41662	44833	45730	46644	47577	48529	49499	50489	51499	52529	53579	54651	55744	56859	57996	59156	60339	61546	62777	64032
	Hourly	21.13	21.55	21.99	22.43	22.87	23.33	23.80	24.27	24.76	25.25	25.76	26.27	26.80	27.34	27.88	28.44	29.01	29.59	30.18	30.78
Grade 27 Administrative Coordinator I	Annual	43751	47071	48013	48973	49952	50951	51970	53010	54070	55151	56254	57380	58527	59698	60892	62109	63352	64619	65911	67229
	Hourly	22.19	22.63	23.08	23.54	24.02	24.50	24.99	25.49	26.00	26.52	27.05	27.59	28.14	28.70	29.27	29.86	30.46	31.07	31.69	32.32
Grade 28 Contracts Processing Associate Housing Assistant II	Annual	44883	48302	49268	50254	51259	52284	53330	54396	55484	56594	57726	58880	60058	61259	62484	63734	65008	66309	67635	68988
	Hourly	22.77	23.22	23.69	24.16	24.64	25.14	25.64	26.15	26.68	27.21	27.75	28.31	28.87	29.45	30.04	30.64	31.25	31.88	32.52	33.17
Grade 30 Accounting Analyst I Voucher Processor I Resident Compliance Coordinator Administrative/Marketing Coordinator II	Annual	47150	50742	51757	52792	53848	54925	56023	57144	58287	59452	60641	61854	63091	64353	65640	66953	68292	69658	71051	72472
	Hourly	23.92	24.40	24.88	25.38	25.89	26.41	26.93	27.47	28.02	28.58	29.15	29.74	30.33	30.94	31.56	32.19	32.83	33.49	34.16	34.84
Grade 32 Community Resources Coordinator	Annual	49573	53361	54428	55517	56627	57759	58915	60093	61295	62521	63771	65047	66347	67674	69028	70408	71817	73253	74718	76212
	Hourly	25.15	25.65	26.17	26.69	27.22	27.77	28.32	28.89	29.47	30.06	30.66	31.27	31.90	32.54	33.19	33.85	34.53	35.22	35.92	36.64
Grade 33 Accounting Analyst II HAP Accounting Specialist Voucher Processor II Housing Specialist I	Annual	50750	54614	55707	56821	57957	59116	60299	61504	62735	63989	65269	66574	67906	69264	70649	72062	73504	74974	76473	78003
	Hourly	25.74	26.26	26.78	27.32	27.86	28.42	28.99	29.57	30.16	30.76	31.38	32.01	32.65	33.30	33.97	34.65	35.34	36.05	36.77	37.50
Grade 36 Accounting Analyst III FSS/Family Navigation Coordinator FSS/Special Programs Coordinator GL Finance Analyst Housing Inspector I Voucher Processor III Housing Specialist II Payroll & Benefits Specialist	Annual	54683	58845	60021	61222	62446	63695	64969	66269	67594	68946	70325	71731	73166	74629	76122	77644	79197	80781	82397	84045
	Hourly	27.74	28.29	28.86	29.43	30.02	30.62	31.24	31.86	32.50	33.15	33.81	34.49	35.18	35.88	36.60	37.33	38.08	38.84	39.61	40.41
Grade 39 Housing Inspector II Housing Specialist III	Annual	58838	63321	64588	65879	67197	68541	69912	71310	72736	74191	75675	77188	78732	80307	81913	83551	85222	86926	88665	90438
	Hourly	29.85	30.44	31.05	31.67	32.31	32.95	33.61	34.28	34.97	35.67	36.38	37.11	37.85	38.61	39.38	40.17	40.97	41.79	42.63	43.48
Grade 40 IT Administrator Landlord Liaison	Annual	60326	64933	66231	67556	68907	70285	71691	73125	74587	76079	77601	79153	80736	82350	83997	85677	87391	89139	90922	92740
	Hourly	30.61	31.22	31.84	32.48	33.13	33.79	34.47	35.16	35.86	36.58	37.31	38.05	38.82	39.59	40.38	41.19	42.01	42.86	43.71	44.59

Note: Longevity pay will be calculated as follows: 5-9 years = 1%, 10-14 years = 3%, 15-19 years 4%, 20 years = 5% This is in addition to the grade step base pay listed above.

Note: Annual pay listed is an approximation amount. Actual amount will depend on the number of hours worked, etc.

OPEIU SALARY STEP SCHEDULE FY2025 (OCTOBER 1, 2024-SEPTEMBER 30, 2025) - 3.6 % COLA INCREASE

Union Classifications	Steps:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
Grade 24	Annual	46739	47674	48628	49600	50592	51604	52636	53689	54763	55858	56975	58115	59277	60462	61672	62905	64163	65446	66755	68090
	Hourly	22.47	22.92	23.38	23.85	24.32	24.81	25.31	25.81	26.33	26.85	27.39	27.94	28.50	29.07	29.65	30.24	30.85	31.46	32.09	32.74
Grade 25 Housing Assistant I	Annual	47946	48905	49883	50881	51898	52936	53995	55075	56176	57300	58446	59615	60807	62023	63264	64529	65820	67136	68479	69848
	Hourly	23.05	23.51	23.98	24.46	24.95	25.45	25.96	26.48	27.01	27.55	28.10	28.66	29.23	29.82	30.42	31.02	31.64	32.28	32.92	33.58
Grade 27	Annual	50360	51367	52394	53442	54511	55601	56713	57847	59004	60184	61388	62616	63868	65145	66448	67777	69133	70516	71926	73364
	Hourly	24.21	24.70	25.19	25.69	26.21	26.73	27.27	27.81	28.37	28.93	29.51	30.10	30.71	31.32	31.95	32.59	33.24	33.90	34.58	35.27
Grade 28 Contracts Processing Associate Housing Assistant II (Properties)	Annual	51652	52686	53739	54814	55910	57029	58169	59332	60519	61729	62964	64223	65508	66818	68154	69517	70908	72326	73772	75248
	Hourly	24.83	25.33	25.84	26.35	26.88	27.42	27.97	28.53	29.10	29.68	30.27	30.88	31.49	32.12	32.77	33.42	34.09	34.77	35.47	36.18
Grade 30 Accounting Analyst I Administrative Coordinator II Admissions Specialist Marketing Coordinator II	Annual	54260	55345	56452	57581	58733	59907	61105	62328	63574	64846	66142	67465	68815	70191	71595	73027	74487	75977	77496	79046
	Hourly	26.09	26.61	27.14	27.68	28.24	28.80	29.38	29.97	30.56	31.18	31.80	32.44	33.08	33.75	34.42	35.11	35.81	36.53	37.26	38.00
Grade 31 Voucher Specialist I	Annual	55359	56466	57595	58747	59922	61121	62343	63590	64862	66159	67482	68832	70208	71613	73045	74506	75996	77516	79066	80647
	Hourly	26.61	27.15	27.69	28.24	28.81	29.38	29.97	30.57	31.18	31.81	32.44	33.09	33.75	34.43	35.12	35.82	36.54	37.27	38.01	38.77
Grade 32	Annual	57061	58202	59366	60554	61765	63000	64260	65545	66856	68193	69557	70948	72367	73815	75291	76797	78333	79899	81497	83127
	Hourly	27.43	27.98	28.54	29.11	29.69	30.29	30.89	31.51	32.14	32.79	33.44	34.11	34.79	35.49	36.20	36.92	37.66	38.41	39.18	39.97
Grade 33 Accounting Analyst II HAP Accounting Specialist	Annual	58397	59565	60756	61972	63211	64475	65765	67080	68422	69790	71186	72610	74062	75543	77054	78595	80167	81770	83406	85074
	Hourly	28.08	28.64	29.21	29.79	30.39	31.00	31.62	32.25	32.90	33.55	34.22	34.91	35.61	36.32	37.05	37.79	38.54	39.31	40.10	40.90
Grade 34 Resident Compliance Specialist Voucher Specialist II	Annual	59561	60752	61967	63206	64471	65760	67075	68417	69785	71181	72604	74056	75538	77048	78589	80161	81764	83400	85068	86769
	Hourly	28.64	29.21	29.79	30.39	31.00	31.62	32.25	32.89	33.55	34.22	34.91	35.60	36.32	37.04	37.78	38.54	39.31	40.10	40.90	41.72
Grade 36 Accounting Analyst III FSS Coordinator (old) Community Programs Coordinator Community Resources Coordinator GL Finance Analyst Housing Inspector I Housing Navigator Payroll & Benefits Specialist	Annual	62944	64203	65487	66797	68133	69495	70885	72303	73749	75224	76728	78263	79828	81425	83053	84714	86409	88137	89900	91698
	Hourly	30.26	30.87	31.48	32.11	32.76	33.41	34.08	34.76	35.46	36.17	36.89	37.63	38.38	39.15	39.93	40.73	41.54	42.37	43.22	44.09
Grade 37 FSS Coordinator/Housing Certification Voucher Specialist III	Annual	64194	65478	66787	68123	69486	70875	72293	73739	75213	76718	78252	79817	81413	83042	84702	86397	88124	89887	91685	93518
	Hourly	30.86	31.48	32.11	32.75	33.41	34.07	34.76	35.45	36.16	36.88	37.62	38.37	39.14	39.92	40.72	41.54	42.37	43.21	44.08	44.96
Grade 39 Housing Inspector II Housing Specialist III	Annual	67706	69060	70442	71850	73288	74753	76248	77773	79329	80915	82534	84184	85868	87585	89337	91124	92946	94805	96701	98635
	Hourly	32.55	33.20	33.87	34.54	35.23	35.94	36.66	37.39	38.14	38.90	39.68	40.47	41.28	42.11	42.95	43.81	44.69	45.58	46.49	47.42
Grade 40 Housing Specialist Lead IT Administrator Landlord Liaison Resident Certification Specialist	Annual	69452	70841	72258	73703	75177	76680	78214	79778	81374	83001	84661	86355	88082	89843	91640	93473	95342	97249	99194	101178
	Hourly	33.39	34.06	34.74	35.43	36.14	36.87	37.60	38.35	39.12	39.90	40.70	41.52	42.35	43.19	44.06	44.94	45.84	46.75	47.69	48.64

Note: Longevity pay will be calculated as follows: 5-9 years = 1%, 10-14 years = 3%, 15-19 years = 4%, 20 years = 5% This is in addition to the grade step base pay listed above.

Note: Annual pay listed is an approximation amount. Actual amount will depend on the number of hours worked, etc.