



OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 8

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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

LOW INCOME HOUSING INSTITUTE

AND

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

**FOR THE PERIOD OF
JANUARY 1, 2025 THROUGH DECEMBER 31, 2027**

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COLLECTIVE BARGAINING AGREEMENT
LOW INCOME HOUSING INSTITUTE

THIS AGREEMENT is made and entered into at Seattle, Washington this 1st day of January 2025, by and between LOW INCOME HOUSING INSTITUTE, hereinafter referred to as the EMPLOYER and OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL NO. 8, AFL-CIO, hereinafter referred to as the UNION, for the purpose of fixing the minimum wage scale, schedule of hours, and general rules and regulations between the EMPLOYER and the UNION, and to clearly define mutual obligations between the parties hereto.

PREAMBLE

WHEREAS, the parties hereto desire to cooperate in establishing conditions which will tend to secure to the employees concerned a living wage and fair and reasonable conditions of employment, and to provide methods for fair and peaceful adjustment of all disputes which may arise between them, so as to secure uninterrupted operation of the office involved.

NOW THEREFORE, be it mutually agreed to as follows:

ARTICLE 1

RECOGNITION OF THE UNION

Section 1.1 UNION RECOGNITION. The Employer agrees to recognize and hereby does recognize the Union as the sole and exclusive collective bargaining agent with respect to rates of pay, hours and all other terms and conditions of employment for the appropriate bargaining units herein established and described as follows: All permanent staff positions of the Employer, excluding the Executive Director; Department and Associate Directors; and other Program Managers; confidential employees; part-time task-specific staff who are project residents; and temporary staff whose primary employment responsibilities are with affiliated grassroots empowerment groups.

Section 1.2 MANAGEMENT RIGHTS. The Union recognizes the Employer's right and responsibility to manage its business and to operate in an efficient and economical manner subject to this Agreement and the law. Except as limited by this Agreement and applicable law, the Employer's rights include: The right to require standards of performance; direct employees in the performance of their work; determine job assignments and working schedules; determine the materials and equipment to be used; implement improved or different operational methods and procedures; determine staffing requirements; determine the kind and location of facilities; determine whether the whole or any part of its operation shall continue to operate; select and hire employees; maintain order; determine when and which employees should be promoted, demoted, or transferred; determine when and how much overtime must be worked; employ temporary or regular employees, determine the skills, abilities and competency of its employees; discipline or discharge employees for just cause; lay off employees for lack of work; and to promulgate reasonable rules, regulations and personnel

policies.

ARTICLE 2

UNION SECURITY

Section 2.1 UNION MEMBERSHIP. The Employer agrees that all employees covered under this Agreement shall, as a condition of employment, thirty-one (31) days from the effective date of this Agreement, become and remain members of the Union in good standing.

Section 2.2 UNION MEMBERSHIP. The Employer further agrees that all new regular employees hired subsequent to the effective date of this Agreement shall, as a condition of employment, thirty-one (31) days from the date of employment, become and remain members of the Union in good standing. Any employee who chooses to waive rights to participate as a Union member may satisfy the Union security obligation by payment of the equivalent of the periodic dues and initiation fees uniformly required of members, or the periodic dues and initiation fees related to the Union's representational costs. If an employee is a member of a church or religious body whose bona fide religious tenets forbid said employee to be a member of a labor union, such employee shall pay an amount of money equivalent to the regular Union dues and initiation fees to a non-religious charity mutually agreed upon by the Employer and the Union.

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

Section 2.3 PRESENT CONDITIONS. No present employee, who, prior to the date of this Agreement, was receiving more than the rate of wages or vacations designated in this Agreement, for the class of work in which the employee was engaged, shall suffer a reduction in the rate of wages or vacations from the application of this Agreement.

Section 2.4 UNION REPRESENTATIVES. The Union Representative shall be allowed admission to the Employer's premises covered by this Agreement at any reasonable time, for the purpose of investigating conditions relating to this Agreement, and the Union Representative will first make their presence known to the Employer.

Section 2.5 UNION STEWARDS. The Employer shall recognize the Union Steward who shows authority from the Union as a duly accredited Union representative who, upon notifying the designated supervisor or officer, may investigate all complaints.

Section 2.6 HARDSHIP FUND. The OPEIU Local 8 Hardship Fund provides assistance to Local 8 Members experiencing an immediate, severe, and temporary financial situation due to an emergency. The Employer agrees to deduct the specific sum from the salary of any

member of the bargaining unit who voluntarily executes an OPEIU Local 8 Hardship Fund Check-Off Authorization form. The Employer will remit these deductions to OPEIU Local 8 along with a list of bargaining unit employees' names and amounts deducted no later than the 15th day following the last pay day of each month. The Union agrees to indemnify, defend and hold harmless the Low Income Housing Institute from and against any and all damages, claims, demands, suits, judgments or other forms of liability arising from the operation of this section.

ARTICLE 3

HIRING AND TERMINATION

Section 3.1 JOB POSTING. Notice of all bargaining unit job vacancies shall be posted for at least three (3) days excluding holidays and weekends on the Employer's online career center website, in ADP, and emailed to all current employees with LIHI email addresses before outside advertising. Posted job descriptions shall be in writing using a standardized format that encourages individuals in protected classes to apply and shall list the job title, hours and qualifications. The Employer is committed to upgrading and promoting current employees where appropriate. Employees who apply but are not selected for a posted position will be notified by management and may request, in writing, the reason they were not selected for the position.

Section 3.2 REFERRALS FROM UNION. In employing new workers or replacing workers, the Employer must send job descriptions to the Union so the Union may make appropriate referrals of qualified applicants.

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

Section 3.4 NOTIFICATIONS OF NEW HIRES AND NEW JOB CLASSIFICATIONS. It is further agreed that the Employer has the final say as to who is hired and shall notify the Union by the fifteenth (15th) of each month who the new employees are; provided that, the employees are covered under Article 1, giving the employee's name, address, personal phone number, personal email to the extent provided, employee date of birth, job classification, assigned worksite location(s), rate of pay and date of hire. The Employer will notify the Union in writing of any new classifications to be covered by this Agreement.

Section 3.5 PROBATION. Regular full-time and regular part-time employees shall be hired on a probationary period for the first six (6) months. Termination or discipline during this period will not be subject to review or grievance by the Union or the employee. The Employer shall provide performance feedback to new employees no later than forty (40) calendar days and at approximately ninety (90) calendar days of their hire date, but the Employer still has the right to terminate within six (6) months, with or without cause.

Section 3.6(a) PROGRESSIVE DISCIPLINE/JUST CAUSE. No employee shall be

disciplined or discharged except for just cause. The Employer shall use a uniform progressive discipline system to include, (1) verbal counseling, (2) written warnings, (3) performance improvement period. A definitive period during which a performance improvement plan is developed, implemented and evaluated, (4) suspensions up to and including termination. The Employer shall provide employees with notice of observed misconduct or poor performance so that the employee may take corrective action; however, certain types of conduct are considered to be so serious that immediate termination may be warranted. The level of discipline imposed is based on the act that led to discipline. The Employer will evaluate the employee's conduct and circumstances of the incident to determine the appropriate level of discipline. The principles of just cause and due process through the grievance procedure apply at all levels of discipline. Upon termination, an employee, upon written request, shall receive written notice from the Employer or Employer's agents stating the true cause of termination.

Section 3.6(b) WARNING NOTICES. An employee shall be given the opportunity to read, sign, and receive a copy of the warning notice and to attach a written response to be placed in the employee's personnel file. If an employee is not afforded the rights provided in this Section, such written disciplinary notice shall be removed from the file.

Section 3.6(c) EMPLOYEE RIGHTS. An employee may have a Union Representative or Shop Steward present at any meeting with management representatives which involves discipline or where an employee reasonably believes an investigation will result in disciplinary action. If the employee desires Union representation at such a meeting, the employee shall notify the Employer at that time and shall be provided reasonable time to arrange for Union representation at the meeting. In no event shall the meeting be postponed longer than two (2) working days except by mutual agreement. Agreement to reasonably postpone the meeting shall not be capriciously and arbitrarily withheld.

Section 3.7 NOTICE OF TERMINATION. Termination notice or pay in lieu thereof shall be as follows, except in cases of illegal activity which disqualifies an employee from performing certain types of work as defined by state or federal laws or gross or willful misconduct:

Employed less than six (6) months..... no advance notice required
Six (6) months or more..... two weeks' notice or two weeks' pay

Section 3.8 VOLUNTARY TERMINATION. When an employee resigns, their termination shall be stated in writing by the employee in a notice of resignation. The employee shall make a good faith effort to give two (2) weeks' notice, not inclusive of vacation time.

Section 3.9 PROMOTIONS. Promotions shall be made on the basis of seniority and qualifications. In the event two or more employees have the same relative qualifications, the employee with the greatest seniority shall be selected. An employee promoted to a higher union job classification will be placed in the step appropriate to the employee's skills, education, and experience on the effective start date of the new position. The new wage will be the greater of the wage assigned to the new job classification and step or at least five percent (5%) greater than the employee's previous wage. All employees so promoted shall be placed in the higher rated job for a probationary period of three (3) months. During the promotional probationary period, if the employee is not successful in the promotional position, the

employee may be reverted to vacant position in the classification in which the employee most recently held regular status. The vacant position commute miles may not add ten (10) additional miles on to the employee's former commute miles unless mutually agreed. In the event that no such vacant position exists, the employee will be offered the option to bump the least senior employee in the classification in which the employee most recently held regular status or accept an open position temporarily in their previous classification until a vacant position becomes available within ten (10) miles of their former commute. The Employer's decision to revert an employee during promotional probationary may not be challenged through the grievance procedure. The grievance procedure remains available to the employee during the probationary period for all disputes related to the Collective Bargaining Agreement that are not related to reversion of the promotion.

Section 3.10 EMPLOYER POLICIES. To the extent that Low Income Housing Institute Employment Policies are not in conflict with this Agreement, they will be accepted as working policy. Where a conflict exists, the Agreement shall prevail.

Notice of new policies or changes to existing policies that impact mandatory subjects of bargaining shall be provided to the Union in writing, prior to any implementation. Requests to bargain over the policies shall be made in writing by the Union no later than ten (10) working days from receipt of the same. In the event the Union does not request bargaining within ten (10) working days, the Employer may implement the changes. There may be emergency or mandated conditions that are outside of the Employer's control requiring immediate implementation, in which case the Employer will notify the Union as soon as possible. Nothing herein shall be interpreted to limit or suspend the Union's right to bargain on mandatory subjects of bargaining.

Section 3.11(a) STAFF EMPLOYMENT COMMITTEE.

A Low Income Housing Institute Staff Employment Committee shall be implemented and shall:

- a. Be comprised of two (2) Union member representatives, a Union Representative, and three (3) management representatives to discuss changes to LIHI personnel policies, job descriptions and/or the creation of new job descriptions/positions. The Employer will notify the Union five (5) working days before the committee meets;
- b. Hold meetings as needed;
- c. Strive for consensus; each committee member shall strive to act in the best interest of the organization as a whole;
- d. Recommend basic Personnel Policies to the Board;
- e. Monitor implementation of these Personnel Policies;
- f. Review and try to reach consensus on job descriptions and workload expectations for Union jobs and revise as needed; such approval shall not be unreasonably withheld. Furnish the Union with job descriptions developed by the Staff Employment Committee

for all classifications in the bargaining unit, including modifications and revisions. All job descriptions shall be reviewed and revised as appropriate;

- g. Review and try to reach consensus on a standard performance evaluation process for Union employees. Such approval shall not be unreasonably withheld. Monitor the process;
- h. Review and consider revisions to steps. All steps shall be reviewed and revised as appropriate;
- i. Develop and review process for new employee orientation;
- j. Ensure that affirmative action goals of the agency are met;

This Committee shall not be used as a grievance mechanism. Unresolved issues may be submitted to the Union bargaining process or the Labor Management Committee.

Section 3.11(b) LABOR MANAGEMENT COMMITTEE. The purpose of the committee, which is an advisory committee, is to foster communications between the Employer and the Employees, to discuss issues and disputes, and to exchange ideas to promote improved communications throughout LIHI. The committee will be comprised of two (2) Union member representatives, a Union Representative and three (3) management. Meetings will be scheduled no more than quarterly at a mutually agreed upon time and no later than thirty (30) calendar days following receipt of a request for a Labor Management Committee meeting from either party. Appropriate resource persons may be in attendance at the meetings for a specific agenda item as required and/or requested. Resource persons do not serve as committee members. Participation by committee members in meetings will be considered time worked.

Section 3.11(c) STAFF TRAINING. The Labor Management Committee will meet to prioritize staff training needs at its first meeting in 2016 which will be held within two (2) months of contract ratification.

Section 3.12 JOB DUTIES. An employee may request of the employee's supervisor that the employee's job duties be reviewed to determine consistency with the job description and classification. The Employer will act promptly on requests for review and will notify the employee within one (1) month of its response regarding the request. The Employer shall provide employees a supervisory chain of command. In cases where employees are given contradictory information on assignments by various supervisors, the employee shall coordinate with the employee's regular supervisor before continuing with the assignment. If the regular supervisor is not available, the employee shall coordinate with the HR Manager or the Executive Director.

Section 3.13 WORKLOAD. If an employee experiences an increase in workload which may result due to vacant positions, both Union and non-Union, there will be a meeting between the Human Resources Director or designee and the employee to discuss workload and a potential salary adjustment within ten (10) working days of the vacancy.

If it is determined that there is an increased workload, the Employer agrees the employee shall receive an additional fifty cents (\$0.50) per hour in addition to their regular rate of pay retroactive from the beginning date of the increased workload and until the employee's workload is normalized.

Semi-annually, there will be a meeting between the Executive Director or Department Director on workload and work assignment issues.

Section 3.14 THE ANNUAL PERFORMANCE EVALUATION. The Employer will provide a yearly evaluation within two (2) months of the employee's anniversary date of hire in current position, using a standard evaluation system. At the request of the employee, the employee and supervisor can meet to evaluate the performance of the employee and adjust goals for the year, if appropriate. If possible, a supervisor with personal knowledge of the employee's work will provide the evaluation. In the event that the direct supervisor is no longer employed by LIHI or on approved leave, the evaluation will be completed by the next level of management. Each employee shall have an opportunity to review the employee's performance evaluation with the employee's supervisor and make comments. A copy of the completed appraisal will be given to the employee. An employee who has not received a performance evaluation for a period of thirteen (13) months or more may request an evaluation. The supervisor will conduct a performance evaluation within two (2) weeks of such request. Any related salary adjustment shall be retroactive to anniversary of hire date, or promotion date, if applicable. The Annual Performance Evaluation shall not be used as a substitute for the Progressive Discipline Procedure.

ARTICLE 4

SENIORITY

Section 4.1 SENIORITY APPLICATION. Seniority shall be calculated from the first date of hire in LIHI, including full-time volunteer assignments to LIHI. Where ability is substantially equal, seniority shall be observed in rehires, transfers and promotions. Seniority shall be the determining factor regarding layoffs and vacation preference per Section 6.3(b); provided that, in layoffs the remaining employee is qualified to perform the work. Seniority shall continue for a period of one year after a layoff. For rehire, the employee must contact the Employer's office once a month advising the Employer of availability for work.

Section 4.2 LOSS OF SENIORITY. An employee shall lose the employee's seniority rights for any one of the following reasons: Voluntary termination, discharge for cause, failure to report from layoff within five (5) working days after notification to report back to work. Notice shall be sent by registered mail, return receipt requested, to the employee's last known address.

Section 4.3 NOTICE OF LAYOFF. Affected employees and the Union shall be given at least thirty (30) days' advance notice of layoff, unless there is an immediate governmental mandate of program closure or stoppage of service.

Section 4.3(a) TRANSITION PACKAGE. Employees who have completed one (1) year of

service and are scheduled for layoff will receive up to sixteen (16) hours of paid leave time during their lay-off notice period for purposes of attending a mutually acceptable job transition counseling program or engage in job search efforts including job interviews. All such activities shall be scheduled with the approval of the affected employee's supervisor.

This shall be in addition to any accrued vacation time the employee may be entitled to. Additionally, the Employer shall provide a letter of reference indicating that the employee was laid off for economic reasons and not performance issues.

Section 4.3(b) RECALL. The Employer, upon rehiring, shall do so in order of seniority; provided the recalled employee is qualified to perform the work.

Section 4.3(c) The last employee laid off from a job will be the first recalled to that job before internal transfers or promotions or outside applicants are considered.

Section 4.3(d) If there is no opening in a job from which the employee was laid off, in the event an employee on layoff applies for another position, the employee shall have preference over current employees applying for transfers or promotions into that position; provided the laid off employee has the qualifications to perform the job with reasonable orientation, and provided the laid off employee has greater seniority than the current employee. Qualifications will be determined through the application, interview and reference checking process, and previous performance.

Section 4.3(e) Under no circumstances shall the Employer hire from the open market while employees on the recall list with qualifications to perform the duties of the position are ready, willing and able to be re-employed.

ARTICLE 5

HOLIDAYS

Section 5.1 PAID HOLIDAYS. The following days shall be designated as LIHI holidays and employees shall receive these as paid days off in pro-ration of their regular hours worked. Full-time employees receive up to eight (8) hours of holiday pay. Temporary employees do not receive holiday pay:

New Year's Day	Veterans Day
Presidents' Day or Juneteenth	Thanksgiving Day
Martin Luther King Day	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Floating Holiday
Labor Day	

Section 5.2 WORK ON HOLIDAY. Employees shall not generally be required to report for work on a holiday recognized in this Agreement; however, employees may be required to work on a holiday on a rotating basis with seniority preference when government regulations specify that an employee must be available. Employees will be paid at the employee's regular rate of pay for all hours worked on the holiday, prorated for part-time employees, and the employees

will be paid an additional eight (8) hours for the holiday prorated for part-time employees or the employee may elect to take an alternative day off during the same week the holiday falls with prior supervisor approval. Part-time employees who work on the Thanksgiving and/or Christmas holiday(s) will be paid an additional eight (8) hours for the holiday, or the employee may elect to take an alternative day off during the same week the holiday falls with prior supervisor approval.

Section 5.3 WEEKEND HOLIDAYS. If any of the aforementioned holidays fall on Saturday, the holiday will be the preceding Friday. If the holiday falls on Sunday, the following Monday shall be considered the holiday. The only exception will be 24-hour facility staff who will observe the holiday on the day the holiday falls.

Section 5.4 HOLIDAY DURING VACATION. In the event a holiday honored under this Agreement falls during an employee's vacation, such employee shall receive holiday pay instead of vacation pay.

Section 5.5 HOLIDAY PAY FOR PART-TIME EMPLOYEES. Holiday pay shall be prorated for part-time employees based upon the number of regular hours which they are scheduled to work on a weekly basis if they are not scheduled to work on the holiday.

Section 5.6 ALTERNATE HOLIDAYS. Employees whose traditions and culture celebrate holidays other than those noted in Section 5.1 can trade days with a minimum of two (2) weeks' prior notice to their supervisor.

Section 5.7 FLOATING HOLIDAYS. Each regular employee shall receive one "floating" day off with normal pay up to 8 hours for full-time employees, at some time to be scheduled by mutual agreement between the Employer and the employee. Employees shall be eligible to receive the floating holiday on a calendar year basis upon completion of the probationary period. Floating holidays do not carry over into the next year. Floating holidays are not cashed out when an employee leaves LIHI.

ARTICLE 6

VACATION

Section 6.1 VACATION ACCRUAL. All newly hired regular employees and temporary employees will accrue vacation at the rate listed below. This leave will be available after completing three (3) months of employment. Vacation leave is accrued on a pro rata basis after each pay period and cannot be used until accrued. Vacation shall be prorated for part-time employees. Employees do not accrue vacation while on any type of unpaid leave of absence.

On an annual basis, employees earn vacation as follows (prorated based on the employee's percentage of full-time):

0 – 12 months employment	116 hours vacation
13 – 24 months employment	124 hours vacation

25 – 36 months employment	136 hours vacation
37 – 48 months employment	148 hours vacation
49+ months employment	160 hours vacation

Section 6.2 SENIORITY PREFERENCE. Employees with seniority shall be given preference in the selection of vacation periods. An employee who splits the employee's vacation may exercise seniority rights for the initial vacation period; however, subsequent selection shall be made after all employees have made their initial selection.

Section 6.3(a) VACATION USE AND EXPIRATION. Vacations shall be taken at a time mutually agreeable to the Employer and employee. While employees are encouraged to use vacation in the actual year it is accrued, up to 80 unused vacation hours for a given calendar year shall carry over to December 31 of the following year regardless of the employee's FTE status, at which time any unused vacation hours from the previous year are zeroed out. Employees shall be notified by the HR Manager or designee of "hours at risk" via electronic mail and USPS mail at least one hundred twenty (120) calendar days before the "hours at risk" expire. Site staff will ensure that employees without LIHI email accounts at their site receive these updates. Ultimate responsibility for ensuring that employees without LIHI email accounts receive the information lies with the Employer. Once approved the Employer cannot revoke the vacation without mutual agreement.

SECTION 6.3(b) HOLIDAY ROTATION DURING VACATION. Employees not scheduled to work on a holiday who request vacation time around a holiday(s) may be subject to a holiday rotation if the employer cannot grant all employees their vacation requests. Vacations around holidays will be approved for the most senior employee(s) who will then enter into the holiday vacation rotation. The least senior employee hired since the previous holiday will not be granted the vacation request but will be placed in the rotation.

Employees required to work on a holiday who request the holiday off or vacation time around a holiday(s) may be subject to a holiday rotation if the employer cannot grant all employees their holiday/vacation requests. The least senior employee hired since the previous holiday shall work the next holiday, but will be placed in the rotation unless the more senior employee requests to work the holiday.

Section 6.4 ADVANCE PAY. Vacation pay shall be paid in advance of the employee's vacation as long as the request is made three (3) working days prior to the last payday before the vacation.

Section 6.5 VACATION CASH OUT. Upon termination, any vacation accrued will be cashed out on the employee's last paycheck.

ARTICLE 7

HEALTH RELATED LEAVE

Section 7.1 LIHI HEALTH RELATED LEAVE ACCRUAL. All newly hired full time regular employees and temporary employees shall accrue eighty (80) hours of health-related leave per

year. Part-time employees shall earn health-related leave on a prorated basis. Employees may earn health-related leave up to a maximum of one hundred and eighty (180) hours. Health related leave shall be available beginning on the 90th day of employment except up to one (1) day of health-related leave may be used within the first ninety (90) days of employment. Employees do not accrue health related leave while on any type of unpaid leave of absence. Health-related leave is not subject to any type of cash out.

Section 7.2 LIHI HEALTH RELATED LEAVE USE. Health-related Leave may be used for:

- (1) The employee's own illness, injury or disability (including pregnancy or childbirth);
- (2) The need to care for a dependent child under eighteen (18) years of age (or an older child with a disability requiring permanent care) with a health condition requiring treatment or supervision;
- (3) The need to care for the employee's spouse, domestic partner, parent, parent-in-law, dependent grandparent, dependent grandchild or dependent sibling with a serious health condition that requires treatment or supervision or emergency condition.
- (4) Any absence covered by the Family Medical Leave Act;
- (5) Medical or dental appointments for the employee or dependent child;
- (6) Use of a prescription drug that impairs job performance or safety; and
- (7) For other circumstances authorized by the Executive Director;
- (8) If the workplace or the employee's child's school or place of care has been closed for any health reason by order of a public health official;
- (9) Any absence covered by the WA State Family Care Act;
- (10) Any absence covered by Leave for Victims of Domestic Violence, Sexual Assault & Stalking;
- (11) Any absence covered by Leave for Spouses of Deployed Military personnel;
- (12) Any absence covered by Leave for Certain Emergency Services Personnel;
- (13) Any absences covered by the WA State Paid Family and Medical Leave Law.

Section 7.3 WASHINGTON PAID SICK LEAVE ACCRUAL.

- (1) All employees earn one (1) hour for every forty (40) hours worked.

- a) It can be used for health needs of the “employee, child, stepchild, parent, stepparent, parent-in-law, spouse, domestic partner, grandparent, grandchild, sibling and also includes any individual who regularly resides in the employee’s home or where the relationship creates an expectation that the employee care for the person and that individual depends on the employee for care except that it does not include an individual who simply resides in the same home with no expectation that the employee care for the individual”.
 - b) Closure of workplace, school or childcare by public official for any health-related reason.
 - c) Reasons associated with domestic violence/sexual assault/stalking.
- (2) May be used beginning the 90th day after employment begins except one day may be used within the first ninety (90) days of employment.
 - (3) Employees must give as much notice as practicable.
 - (4) Employer may require verification if the absence is in excess of three (3) consecutive days.
 - (5) Accrued, unused paid sick leave balances of forty (40) hours or less must carry over to the following year.
 - (6) If the employee is rehired within twelve (12) months, LIHI will reinstate the accrued Washington Paid Sick Leave Bank at the regular rate of pay.
 - (7) Employees may not be disciplined or discharged for using Washington Paid Sick Leave.

Section 7.4 LIHI HEALTH-RELATED LEAVE AND SICK LEAVE ACCRUAL RUN CONCURRENTLY. To the extent that Washington Paid Sick Leave is available, it will be used concurrently with the LIHI Sick Leave.

Section 7.5 HEALTH LEAVE VERIFICATION. Employees must notify their supervisor as soon as reasonably possible when they will be absent due to illness and injury. If an employee is in a position where a relief replacement is necessary if they are absent, the employee shall notify their supervisor at least two (2) hours prior to their scheduled time to report to work, whenever practical. The Employer may require a written medical certificate for absences where there is reason to suspect sick leave abuse. An employee returning to work after a sick leave absence of more than three (3) consecutive days may be required to provide written certification from the employee’s health care provider that the employee is able to return to work and perform the essential functions of the job with or without reasonable accommodations.

ARTICLE 8

ADDITIONAL REASONS FOR LEAVE

Section 8.1(a) FEDERAL FAMILY MEDICAL LEAVE ACT. Pursuant to state and federal law, employees who have been employed by the Employer for at least one (1) year, and who worked at least one thousand two hundred fifty (1250) hours during the twelve (12) month period immediately preceding the commencement of leave, are eligible to take Family Medical Leave for qualifying reasons. Family Medical Leave will be provided and administered according to the Employer's Family Medical Leave policy. In the event that the benefits or requirements of state or federal law in effect at the time of a request for Family Medical Leave are more generous to employees than the Employer's policy, the Employer will comply with applicable law. (see attached Employer's FMLA policy)

Section 8.1(b) WASHINGTON PAID FAMILY MEDICAL LEAVE. The Paid Family and Medical Leave program (PFML) is a mandatory statewide insurance program, administered by the Employment Security Department (ESD), which provides paid family medical leave to eligible employees. Employees may notify the LIHI Human Resources department of their need for Paid Family Medical leave and visit the Department of Employment Security website to determine eligibility.

Section 8.2 BEREAVEMENT LEAVE. Any regular employee suffering a death in the immediate family shall be allowed three (3) working days leave from work with pay, at the regular rate. Member of the immediate family is defined as father, father-in-law, mother, mother-in-law, sister, brother, wife, husband, son, daughter, stepchildren, grandparents, grandchildren or domestic partner, and the above defined family member for a spouse or domestic partner. If the employee must travel 500 or more miles, they shall be granted a total of five (5) days leave from work, at the regular rate.

Section 8.3 JURY DUTY LEAVE AND PAY. After the first calendar year of employment, all employees who are regularly employed, who are called for service on any court of competent jurisdiction shall be excused from work for the days on which they serve, and shall be paid the difference between the fee they receive for such service and the amount of straight-time earnings lost by reason of such service, up to a limit of eight (8) hours per day and forty (40) hours per week; provided, however, an employee called for jury duty who is temporarily excused from attendance at court must report for work if sufficient time remains after such excuse to permit the employee to report to the workplace and work at least one-half (½) of the employee's normal workday. In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of jury duty pay received.

Section 8.4 UNION LEAVE. A leave of absence without pay shall be granted upon request of an employee on the active payroll, in case the employee is appointed or selected to a full-time Union position for the period of time necessary to fill such position. If the leave was granted to accept a full-time position with the Union, reinstatement will be made to a job in the employee's former pay grade which the employee is competent to perform, providing an appropriate job opening exists. Employee shall accumulate and increase their seniority.

Section 8.5 MEDICAL LEAVE OF ABSENCE. Employees will be granted a medical leave of absence when the Employer has determined that such leave meets the requirements set forth by the FMLA and/or WA State Family Leave Act and/or WA State Paid Sick Leave Law. During the FMLA/FLA/WSPSL-eligible period employees will be allowed to return to the same or comparable position with the same rate of pay, including contractual and step increases.

Following the FMLA period, and not to exceed a total of twelve (12) months from the start of FMLA, the employee shall be eligible for the first vacant position for which the employee is qualified, with pay set at rate of that new position plus seniority increments of the individual.

Section 8.6 LEAVE OF ABSENCE. In addition to the circumstances specified elsewhere in this Agreement, the Employer, in its discretion, may approve a leave of absence for the following reasons:

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

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

Section 8.6(a) CONDITIONS APPLICABLE TO LEAVES OF ABSENCE. Employees must submit any request for a leave of absence in writing. Except as required by law, a request for a leave of absence must meet the following conditions:

- (1) The employee must have successfully completed the probationary period prior to requesting a leave of absence;
- (2) The employee must have a bona fide intention of returning to work following the leave;
- (3) A non-medical leave of absence must not, in the discretion of the Employer, interfere with operational necessity;
- (4) Except for leaves of absence approved to permit an employee to complete an educational program, leaves of absence may not exceed three (3) months within a two (2) year period; unless differently specified elsewhere in this Agreement.

Section 8.6(b) USE OF PAID LEAVE. The employee on an approved leave of absence including Family Medical Leave will be required to use accrued paid leave, including health-related leave, vacation leave and floating holidays before the leave becomes unpaid. If an employee is receiving short-term disability, or Paid Family and Medical Leave, they must

supplement the short-term disability or Paid Family and Medical Leave with any accrued leave unless Article 17 is invoked.

Section 8.6(c) USE OF FAMILY MEDICAL LEAVE AND WA STATE PAID SICK LEAVE

LAW. Employees eligible for FMLA leave must exhaust all available paid leave as listed in Section 8.6(b) before FMLA leave becomes unpaid unless Article 17 is invoked.

Section 8.7 CANCELLATION OF LEAVE OF ABSENCE. The Employer may immediately cancel a leave of absence if it establishes that the employee is using the leave for purposes other than those specified at time of approval. In situations where there are exigent circumstances requiring the employee's return to work, the Employer shall provide fifteen (15) calendar days' written notice to the employee that a leave of absence has been cancelled, reason for cancellation and shall set a date for the employee's return to work. Unless otherwise agreed or required by applicable law, the employee's failure to return to work on the date prescribed shall be considered job abandonment.

Section 8.7(a) BENEFITS DURING FMLA AND WA STATE PAID FAMILY MEDICAL

LEAVE. The Employer will continue to maintain healthcare coverage at the same level and condition of the coverage that would have been provided had the employee not taken leave with payments for coverage to be the rate in effect. Employees who remain out on leave beyond the (3) month period will need to make arrangements with the HR Manager for self-payment of insurance premiums if they wish to continue coverage.

Section 8.7(b) BENEFITS DURING LEAVE OF ABSENCE. An employee on unpaid status who wishes to maintain medical benefits is responsible for paying the entire premium cost of the employee's health insurance during an approved leave of absence unless the employee is on approved FMLA or WA PFML leave. If an employee opts to drop insurance coverage during their leave, they will be subject to plan carriers' policies for re-enrolling when their leave ends.

Section 8.8 REINSTATEMENT AFTER LEAVE OF ABSENCE. Employees returning to work following an approved leave of absence will be returned to the position held prior to leave of absence or to an equivalent position; provided that in the event than an employee's position is eliminated during the time the employee is on leave, the employee will be notified and provided the time period specified in Section 4.3 (Notice of Layoff) in which to exercise any rights pursuant to the section.

ARTICLE 9

DEFINITIONS

Section 9.1 REGULAR EMPLOYEE. A regular employee is one whose employment is considered to be ongoing. A regular employee who has been in the employ of the Employer for ninety (90) days shall be entitled to enroll in benefits under the terms of the Agreement. Retirement plan contribution by the Employer shall begin following one-year of employment for new regular employees. Eligibility for medical, dental and other health benefits shall begin as governed by the provider contract within ninety (90) days from date of hire. The employee will be provided a written job description and assigned to a specific department the first day the

employee is scheduled to work.

Vacation may be used after ninety (90) days of employment. LIHI Health Related Leave may be used after the first ninety (90) days of the employment except up to one day of health-related leave may be used within the first ninety (90) days of employment.

Section 9.2 FULL-TIME EMPLOYEE. A full-time employee is one who works a regularly scheduled forty (40) hour week.

Section 9.3(a) PART-TIME EMPLOYEE. A part-time employee is one who is regularly scheduled to work less than a forty (40) hour week. Part-time employees shall accrue vacation and sick leave, and holiday pay on the same basis as a regular full-time employee prorated to the number of hours they are regularly scheduled to work per month. Part-time employees who work twenty (20) hours or more a week shall be entitled to benefits (if elected) as described in Article 12 HEALTH AND WELFARE. Part-time employees working less than twenty (20) hours or more a week do not receive health and welfare or pension benefits.

Section 9.3(b) NON-COVERED REGULAR EMPLOYEES FILLING IN TEMPORARILY. Regular LIHI employees not normally covered by this Agreement who fill in temporarily in a position covered by this Agreement shall accrue holidays and other time off and be paid at least the base rate for the specific position covered. If the employee received medical and other insurance coverage in their regular position, such coverage shall be continued during the temporary placement.

Section 9.4(a) TEMPORARY EMPLOYEES. A temporary employee is one that is hired to work not longer than six (6) months. A temporary employee is one whose employment is limited by time or task, known to the employee at the time of hire. Temporary employees may be hired on an intermittent basis throughout the year to cover workload fluctuations, emergency situations, employee absences or special projects of limited duration, not to exceed six (6) months. The Employer shall notify the Union in writing of all employees who are temporarily hired.

Per Section 5.1 temporary employees do not receive holiday pay.

Per Section 6.1, temporary employees begin accruing paid sick leave from their date of hire. This leave shall be available for use after ninety (90) days of employment if the temporary employee is still working for the Employer.

Prior to the end of five (5) months, the Employer shall determine whether the position will end or continue. If the position continues, the position shall be posted subject to the three (3) day posting and seniority provisions of Article 4 of this Agreement. The employee selected shall become a regular employee and shall receive all benefits under this Agreement, unless mutual agreement is reached between the Employer, the Union and the employee to extend the position on a temporary basis. The Employer shall notify the Union in writing if such positions are to be filled permanently.

Section 9.4(b) NO DISPLACEMENT OF REGULAR EMPLOYEES. The Employer agrees

that temporary/on-call employees shall not be hired for the purpose of displacing regular full-time employees or avoiding filling full-time or regular part-time positions. Bargaining unit employees shall have first right of refusal of overtime work.

Section 9.5(a) EXEMPT EMPLOYEES. An exempt employee is one who meets the standards outlined by the Fair Labor Standards Act, the Minimum Wage Act, and Washington state laws. Exempt employees who work in excess of forty (40) hours in one week or who are less than full-time and exceed their regularly scheduled hours shall earn compensatory time on a one (1) hour worked to one (1) hour earned basis. Upon notice of an employee's separation from employment at LIHI, the Finance Director will notify the employee of how many hours of compensatory time the employee has available for use before the employee's final date of employment. The employee will make a good faith effort to provide at least two (2) weeks' notice, in addition to any compensatory time accrued, of their resignation and develop a plan acceptable to their supervisor in using compensatory time prior to their departure. Any time not worked other than authorized vacation or compensatory time after employee gives notice of their resignation will be subtracted from their last paycheck. Compensatory time accumulation is limited to eighty (80) hours. Exempt employees may carry over up to eighty (80) hours from month to month until the earliest convenient time for the employee to use the compensatory time. There is no compensatory time payout at employment termination.

Section 9.5(b) NON-EXEMPT EMPLOYEES. A non-exempt employee is compensated for the number of hours worked. They shall be paid straight-time up to forty (40) hours a week. For hours in excess of forty (40) hours per week (beginning Sunday and ending Saturday) they shall be paid at a rate of one and one-half (1½) times the regular rate of pay. All overtime shall be approved in advance, in writing, by the employee's supervisor unless the supervisor is unavailable and voicemails have been left for the supervisor or assigned manager.

Section 9.5(c) EXEMPT AND NON-EXEMPT STATUS. The Employer and the Union agree that exempt or non-exempt status for employees covered under this Agreement will be determined in compliance with the Fair Labor Standards Act, the Minimum Wage Act, and Washington state laws.

Section 9.6 DOMESTIC PARTNERSHIP DEFINED. "Domestic Partnership" shall mean a partnership composed of two unmarried persons who are living together in a committed relationship, residing together and sharing the common necessities of life, not married to anyone else. An employee in a domestic partnership at the time of employment may have that partnership recognized by the Employer by completing and submitting to the Human Resources Manager an affidavit signed by both partners prior to the end of the first month of employment. New domestic partnerships will be recognized by the Employer at the beginning of the month following receipt of a completed affidavit. In the event of separation, the employee shall notify the Employer. An affidavit documenting the end of a domestic partnership will not be recognized by the Employer until the first day of the month following notice of separation.

ARTICLE 10

STAFF TRAINING, AUTOMATION OR SYSTEMS CHANGES

Section 10.1 LOSS OF POSITIONS. In cases where positions are abolished because of

automation or system changes, all possible consideration will be given to transferring employees to comparable jobs. Also every consideration will be given to training present employees to operate any new equipment installed as a result of these changes.

Section 10.2 NEW POSITIONS. In the event of proposed technological changes, any new jobs created by the virtue of the installation of equipment will be offered to employees within the collective bargaining unit on the basis of seniority and qualifications prior to hiring from outside sources.

Section 10.3 TRAINING DUE TO AUTOMATION. In the event training programs are necessary for employees to qualify for jobs which are created as a result of automation, the Employer agrees to provide initial vendor-supplied training for the purpose of operating the new equipment, if such training is provided in the Seattle area and/or area of employment, at the Employer's expense for those employees who wish to accept employment in the resultant automated positions. Employees to be displaced will be given first opportunity to qualify for the new positions before any persons outside the bargaining unit are hired to fill the resultant jobs.

Section 10.4 TRAINING FOR JOB UPGRADES. The Employer agrees to pay for all staff training as needed to adequately perform job duties. If a job duty alters significantly because of changes imposed by regulation or licenser, the Employer is obligated to ensure that employees in such jobs receive ongoing training and upgrading in their field which will enable them to meet the qualifications of the job.

Section 10.4(a) JOB SHADOWING. Job shadowing is an opportunity for employees to explore other roles within the organization as well as strengthening internal partnerships. Where possible and at management's discretion, the Employer will provide opportunities for job shadowing. Employees interested in job shadowing must contact their supervisor to make arrangements. Job shadowing shall be limited to four (4) hours per month and sixteen (16) hours per year per employee.

Section 10.5 REPETITIOUS WORK REGULATIONS. The Employer agrees to comply with state and federal laws which regulate working conditions for employees performing repetitious work.

ARTICLE 11

HOURS OF WORK

Section 11.1 REGULAR HOURS – EXEMPT EMPLOYEES. Regular hours of work for exempt employees shall not exceed forty (40) hours in one week. Such employees shall set their own hours by mutual agreement with their supervisor.

Section 11.2 REGULAR HOURS – NON-EXEMPT EMPLOYEES. LIHI's regular office hours are 8:30 a.m. to 5:30 p.m. Regular hours of work for non-exempt employees shall follow this schedule except by mutual agreement with their supervisor. A non-exempt employee's schedule shall not exceed forty (40) hours in one week. Non-exempt employees may develop flexible hours by mutual agreement with the employee's supervisor.

Section 11.3 REPORT PAY. An exempt employee ordered to report to work shall receive a minimum of four (4) hours' pay at the regular rate. Non-exempt employees called back to work shall receive a minimum of four (4) hours' pay at one and one-half (1½) times the regular rate. Report pay covers situations where employees are required to return to work on a day they already worked and have left the worksite to report to work on scheduled days off or to report to work on LIHI paid holidays. Report pay is not affected by an employee's use of sick or vacation leaves. This section shall not apply to employees who are working from home unless directed to report to a LIHI worksite.

Section 11.3(a) FLEXIBLE SCHEDULE. Employee schedules can be flexed within a work week to allow for variations in work, scheduling longer hours on a work day and shorter hours on another work day to keep that work week's hours to a maximum of forty (40) hours or changing scheduled days off in advance of the work week. This does not invoke Report Pay. Report pay is not invoked when employees work longer than scheduled work days exceeding a total of forty (40) hours in the work week.

Section 11.3(b) TELEPHONE AND TEXT COMMUNICATION OUTSIDE OF REGULAR WORKING HOURS. When an employee is contacted away from work outside their work hours by the work site for consultation by telephone or text in the event of an emergency situation, the time taken for the consultation is paid at the regular rate and the employee shall receive a minimum of thirty (30) minutes pay. Compensation for multiple communications for the same situation is included in the thirty (30) minutes pay unless the total time exceeds thirty (30) minutes, then the employee is paid for the actual time spent at the regular rate. This does not apply to brief incidental communications such as confirming schedules, locating program items or other matters unrelated to the delivery of services to program participants.

Section 11.3(c) REPORT PAY FOR ON-SITE/LIVE-IN EMPLOYEES. Report pay does not apply to employees living on site except for the provisions in Section 11.3(b) above. The purpose of these employees living on site is to provide services after normal working hours. All work performed by On-Site/Live-In staff outside their scheduled work hours will be paid at their regular rate of pay or overtime if they exceed forty (40) hours per week.

Section 11.3(d) REPORT PAY ON LIHI HOLIDAYS. An employee ordered to work on a scheduled LIHI holiday shall receive their normal holiday pay, and four additional hours' regular rate minimum pay and regular rate pay for work exceeding four hours.

Section 11.4 DINNER PAY. An employee who is working on LIHI premises and is required by the Employer to work two (2) hours or more beyond the close of the regular workday or an employee who is released at the close of the regular workday and is instructed to report back to work shall be entitled up to \$30 dinner money with appropriate receipt documentation or in lieu thereof shall be furnished with dinner by the Employer.

Section 11.5 MEAL PERIOD. The established lunch period shall not exceed one hour. In cases of emergency, it may be shortened, but not to less than one-half (½) hour duration. Meal periods shall not be compensable except for employees who must remain on the property premises. Those employees will receive a thirty (30) minute paid meal period during their shift. Employees will not be required to take their meal period until at least three hours after starting work, nor less than three hours before quitting time.

Section 11.6 BREAKS. Daily rest periods of fifteen uninterrupted minutes shall be allowed in each four hours of working time. The first rest break will be allowed no later than the end of the third working hour. Employees may not waive their right to rest periods. Rest periods are compensable. Staff may be required to stay on the property premises during their rest periods.

Section 11.7 OVERTIME ROTATION. In offices employing more than one employee, overtime shall be distributed as equally as practicable among employees qualified to perform the work.

Section 11.8 EMERGENCY PAGER PAY. Employees assigned to the Maintenance Emergency Pager will receive twenty-five dollars (\$25.00) for each day on assigned emergency pager status of LIHI properties if the employee is assigned to the emergency pager for more than seven (7) consecutive days. Emergency pager duty will not be counted as hours worked for the purposes of computing overtime or benefits.

ARTICLE 12

HEALTH AND WELFARE

Section 12.1(a) INSURANCE COVERAGE. Health and Welfare benefits shall include medical and dental insurance, and short-term and long-term disability insurance.

Employer shall pay 100% premiums for health and welfare benefits for regular employees regularly scheduled to work twenty (20) or more hours per week.

30+ or more hours per week:	Employer pays 100% of premiums.
28–29 hours per week:	Employer pays 75% of premiums; Employee pays 25% of premium.
20–27 hours per week:	Employer pays 50% of premiums; Employee pays 50% of premium.
Fewer than 20 hours per week:	Employee not eligible for health and welfare benefits.

The Employer agrees to pay 100% of the premium for long-term disability insurance for regular employees regularly scheduled to work twenty (20) hours or more per week. The Employer will pay the employer and employee premiums for the Washington State Paid Family and Medical leave. Health and Welfare benefits shall include medical and dental insurance and long-term disability insurance. The long-term disability insurance will have a 90-day elimination period.

Section 12.1(b) HEALTHCARE OPTION BUY-UP. Employees can elect the LIHI Option Plan for an additional cost per month by contacting the LIHI Human Resources Manager. Employees can elect or withdraw from the LIHI Option Plan only during the open enrollment period unless the employee terminates from LIHI.

Section 12.2 MAINTENANCE OF BENEFITS. In the event an increased contribution rate is

necessary to maintain the present benefit schedule, the Employer agrees to assume the increase during the term of this Agreement.

ARTICLE 13

PAYROLL DEDUCTIONS

Section 13.1 DUES. The Employer shall deduct monthly union dues from the pay of each member covered by the Agreement who voluntarily submits a dues check-off authorization form. The Employer shall submit dues money to the Union by the fifteenth (15th) of each month.

Section 13.1(a) The employer shall deduct and remit dues monthly to the Union together with a list of the following:

- 1) New bargaining unit employees: including name and address, personal email and telephone number to the extent provided, date of birth, rate of pay, hours worked, job classification and worksite location(s).
- 2) Employees who are changing status, the reason for change of status (discharge, layoff, resignation, leave of absence without pay), and date of change.

Section 13.2 POLITICAL CONTRIBUTIONS. The Employer agrees to make authorized payroll deductions for employees who voluntarily sign up for the Union Political Action Fund.

Section 13.3 OTHER DEDUCTIONS. Other payroll deductions shall be allowed if mutually agreed to by the employee and the Employer. Any change in payroll deductions, once started, shall be mutually agreed to by both parties.

ARTICLE 14

SALARY SCHEDULE

Section 14.1(a) WAGE PAGE – EXHIBIT “A”. Effective July 1, 2025, starting salaries shall be in the agreed upon range in Exhibit “A”. Starting salaries will be based upon experience, skill level, qualifications and job description, and will be consistent with the step system. Starting salaries shall be at the bottom of the range unless any employee can demonstrate achievement of one or more of the skill areas. In that case, the starting salary shall increase by the appropriate number of steps. Exhibit “A” will be increased three percent (3%) for 2025. Each bargaining unit employee will receive a one-time bonus of two hundred dollars (\$200) in the first pay period after contract ratification.

Section 14.1(b) COLA. Each employee currently working in a position noted in Exhibit “A” shall receive a minimum wage of twenty dollars and seventy-six cents (\$20.76) per hour or a three percent (3%) wage increase, whichever is greater.

Effective September 1, 2025, Section 12.1 Insurance Coverage, Section 12.3 Maintenance of Benefits and Section 14.1(b) COLA will be re-opened for the purpose of negotiations of

insurance coverage and COLA increases for January 1, 2026.

Effective September 1, 2026, Section 12.1 Insurance Coverage, Section 12.3 Maintenance of Benefits and Section 14.1(b) COLA will be re-opened for the purpose of negotiations of insurance coverage and COLA increases for January 1, 2027.

If the October 2025 or 2026, Seattle/Bremerton CPI-U/All urban consumer differs from the agreed upon January 2026 and January 2027 COLA by two percent (2%), then either party may re-open Section 14.1(b) COLA for further negotiations.

Section 14.1(c) YEARLY SENIORITY STEP INCREASE. On the anniversary date of hire of each year, each employee who has reached the top of their step or pay range shall receive a twenty-five cents (\$0.25) per hour increase. At the seven (7) year anniversary date of hire, employees will receive a fifty cents (\$0.50) per hour increase. Effective January 1, 2022, annual seniority step increases shall take effect when the employee reaches the top of the employee's salary range.

Section 14.1(d) NEW SALARY RANGES. New salary ranges created for Union positions during the term of the Agreement will be subject to negotiations with the Union.

Section 14.1(e) ONSITE SALARIES. If an employee is required to live onsite as part of the employee's job description and is not able to pay rent for the unit due to tax credit or other funding constraints, the employee's salary shall be adjusted accordingly

Section 14.1(f) RENT REDUCTION FOR ONSITE STAFF. Employees required to live onsite will pay rent in accordance with following income guidelines:

- a. For low-income rental housing, employees will be charged 70% of the highest restricted rent level for the building the staff lives in, based on unit size, minus the utility allowance or their monthly wage will be reduced accordingly.
- b. For 100% homeless or chronically homeless housing, employees will be charged 30% of low-income rent or conform to HUD guidelines or their monthly wage will be reduced accordingly.

Additionally, employees who live on-site and terminate employment with the Employer shall be given twenty (20) calendar day's notice of the requirement to pay market rate for the units they occupy or twenty (20) calendar days' notice to vacate the premises.

Section 14.2 COMBINED CLASSIFICATIONS. If an employee does any combination of job classifications, the salary shall be prorated based upon the amount of time allocated to each classification.

Section 14.3 DIVERSIONS. Employees shall retain the right to divert monies generated from any wage increase to existing pension benefits, with mutual agreement of the Union.

Section 14.4 TRAVEL REIMBURSEMENT. Employees who travel for the Employer's

business shall receive compensation equal to the current published IRS rate.

Section 14.5 AUTO INSURANCE. Employees who travel for the Employer are required to have a Washington State Driver's License and personal auto insurance that meets the minimums required by the State of Washington for automobile insurance. The Employer will maintain a policy of business auto insurance which provides for the payment of excess liability amounts over and above the coverage provided by the employee's insurance policy.

Section 14.6 BUDGET MONITORING. A Union member/representative will be involved in the monitoring and formulation of each year's budget. Monitoring shall include quarterly reviews of the unit's financial statement and explanation of any substantial variances from the approved budget within each unit.

ARTICLE 15

RETIREMENT PLAN

Section 15.1(a) EMPLOYER CONTRIBUTION. The Employer shall pay contributions of four (4%) of each participant's gross pay into the Office and Professional Employees Local 8 Supplemental Retirement Plan account of each employee. No Employer pension contributions will be made for new hires until after one-year of employment. The Employer shall submit contributions to the pension office once a month. The OPEIU Pension Administrator shall submit to LIHI quarterly statements of employees' accounts to facilitate ongoing reconciliation of LIHI and OPEIU Local 8 pension records.

Section 15.1(b) SALARY DIVERSION. An amount may be elected by each employee as a reduction in their minimum salary for the purpose of contributing such amount to the Office and Professional Employees Local 8 Supplemental Retirement Plan. An employee can elect any amount of salary reduction in accordance with the conditions of the 401(k) plan. The Employer agrees to recognize pre-tax wage deferral elections made by employees covered under terms of the Collective Bargaining Agreement and to transmit the amounts withheld from such employees wages on a pre-tax basis as soon as the funds can be transmitted and no later than the fifteenth (15th) day of the following month to the bank or other depository designated by the administrator of the Office and Professional Employees Retirement Plan. The Employer acknowledges that if its pre-tax wage deferrals are determined to be delinquent, it is responsible under Department of Labor guidance for interest on the amounts paid untimely.

The forms for the election shall be provided by the administrative office of the aforesaid Trust Fund. Any election under this paragraph shall not be effective until the first of the month following the month in which a completed election form is provided to the Employer.

The Union shall indemnify LIHI for any legalities that may arise related to the Trust Fund.

Section 15.1(c) TRUST DOCUMENTS. The Employer and the Union agree to be bound by the terms of the Trust Documents of the Plan and by the decisions of the Trustees of the Plan provided they do not conflict with this agreement and the terms are consistent with any applicable laws and government regulations.

ARTICLE 16

NON-DISCRIMINATION

Section 16.1 UNION ACTIVITY. The Employer agrees not to discriminate against an employee because of activity as a member of the Office and Professional Employees International Union Local No. 8.

Section 16.2 PROTECTED CATEGORIES. The Union and Employer agree not to discriminate because of race, color, creed, gender, gender identity, national origin, age, sexual orientation, genetic information, religion, ancestry, marital status, parental status, breastfeeding in a public place, political ideology, including affiliation or activity, active military service, veteran status, use of a service animal or the presence of a sensory, mental or physical disability subject to occupational requirements and the ability to perform the job, and as provided under Executive Order or by law. Employees agree to report all suspected incidents of discrimination.

Section 16.3 EQUAL PAY. The Employer agrees to the principle of equal pay for equal work and agrees that there shall be no discrimination exercised in this respect. In all cases where women are performing work of a comparable quantity and quality as that performed by men, the same rate of pay shall prevail.

Section 16.4 RESPECT. The Employer agrees that all employees shall be treated with respect and shall work in an environment free from harassment. All employees are required to report incidents of harassment or suspected harassment to their immediate supervisor or the HR Manager.

ARTICLE 17

SEPARABILITY

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

ARTICLE 18

SUCCESSORS

In the event the Employer shall, by merger, consolidation, sale of assets, lease, franchise or by any other means, enter into an agreement with another firm or individual which, in whole or in part, affects the existing appropriate collective bargaining unit, then such successor firm or individual 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 firm or individual with which it seeks to make such an agreement as aforementioned.

ARTICLE 19

GRIEVANCE/ARBITRATION PROCEDURE

Section 19.1 DEFINITION OF GRIEVANCE. A grievance is a dispute between the Employer and the Union, on its own behalf or on behalf of an employee or group of employees, over an alleged violation, misinterpretation or misapplication of an express term or provision of this Agreement.

Section 19.2 INFORMAL RESOLUTION. An employee is encouraged to attempt to resolve a complaint through informal discussion with the supervisor prior to filing a grievance.

Section 19.3 TIME LIMITS.

- a) Time limits within the grievance procedure may be waived or extended by the mutual agreement of both parties. If the Employer or the Union fail to respond or act within the specified time limits, the grievance shall proceed to the next step of the grievance procedure.
- b) The first day of a timeline under this article is the day after the event or the day the employee or Union knew or reasonably should have known of the events giving rise to the grievance. In the event a time limit under this article ends on a weekend or holiday, the deadline will automatically be extended to the following business day.
- c) Submissions will be considered timely under this article if they are received by 5:00 p.m. on the last day called for under an applicable time limit.

Section 19.4 SUBMISSION OF GRIEVANCES AND RESPONSES. All grievances, responses and requests for arbitration must be submitted by hard copy, mail, and electronic mail to the Employer's Human Resources Manager.

Section 19.5 EMPLOYEE REPRESENTATION. Grievances may be filed by the Union, to include the Shop Steward or Union Representative, on behalf of an employee or on behalf of a group of employees. The grievance will state the name of the employee or the names of the group of employees. The Union, as exclusive representative, is considered the only representative of the employee in each step of the grievance procedure and at any meetings scheduled to discuss a grievance.

During business hours grievance-related meetings between the grievant, the shop steward and the Employer shall be compensated at the appropriate rate of pay.

Section 19.6 STEP 1. Regardless of the status of any informal discussion regarding a grievance, the Union, on behalf of the aggrieved employee(s), shall submit the grievance within fifteen (15) business days of the day the employee or Union knew or reasonably should have known of the events giving rise to the grievance to the Human Resources Manager or designee. The written statement shall include the facts giving rise to the grievance, the specific section(s) of the Agreement allegedly violated, and the remedy sought. Requested information shall be provided to the Union within (15) fifteen business days from the filing of the grievance and a meeting will be schedule by mutual agreement. The Employer shall respond to the

grievance in writing within ten (10) business days of the Step 1 meeting.

Section 19.7 STEP 2. Should Step 1 fail to resolve the grievance, within ten (10) business days following its receipt of the Employer's Step 1 response, the Union shall advance the grievance in writing to the Executive Director. If the remedy sought or any other pertinent information has changed since the submission of the Step 1 grievance, this must be specified in the Step 2 document. The Executive Director shall respond in writing to the grievance within ten (10) business days of the Step 2 meeting.

Section 19.8 STEP 3. Should Step 2 fail to resolve the grievance, within ten (10) business days following its receipt of the Employer's Step 2 response, the Union shall submit a written request to mediate the grievance. Mediation shall be conducted with the Federal Mediation and Conciliation Service (FMCS) or another mutually agreed upon mediation services organization.

Section 19.9 STEP 4. Should mediation (or Step 2, if mediation is declined) fail to resolve the grievance, within ten (10) business days following the conclusion of mediation, the Union shall submit a written request to arbitrate the grievance. The Union shall request a list of eleven (11) arbitrators from the American Arbitration Association ("AAA"). The list shall be limited to arbitrators from Washington and Oregon.

Section 19.10 ARBITRATOR SELECTION. Within ten (10) business days following the receipt of the list of eligible arbitrators, the parties' representatives shall meet or confer to select an arbitrator. The parties shall each strike five arbitrators from the list in an alternating order, and the remaining arbitrator shall hear the dispute. The party exercising the first strike shall be the loser of a flip of a coin.

Section 19.11 RULES GOVERNING ARBITRATION.

- a) Unless otherwise agreed by the parties, challenges to the procedural arbitrability of a grievance shall be resolved in the same proceeding determining the merits of the grievance.
- b) The arbitrator will:
 1. Be limited to interpreting and applying the terms of this agreement, and will have no authority to rule contrary to, add to, subtract from, or modify any of the provisions of this agreement;
 2. Be limited in their decision to the grievance issue(s) set forth in the original written grievance unless the parties agree to modify it;
 3. Not have the authority to order the employer to modify their staffing levels or to direct staff to work overtime.
- c) Arbitrators will take place in accord with the labor arbitration rules of AAA unless the parties agree otherwise in writing. The arbitrator will have the authority to require the presence of employees and/or documents.

- d) The arbitrator shall issue written decision to the parties within thirty (30) calendar days of the close of the hearing or the submission of post-hearing briefs, whichever is later. The decision shall be final, conclusive and binding on the employer, the union and the employees; provided that the decision does not include action by the arbitrator beyond their jurisdiction.
- e) ARBITRATION COSTS.
1. The expenses and fees of the arbitrator and the cost (if any) of the hearing room will be shared equally by the parties.
 2. If the arbitration hearing is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed postponements and/or cancellations will be shared equally by the parties.
 3. If either party desires a record of the arbitration, a court reporter may be used. If that party purchases a transcript, a copy will be provided to the arbitrator, free of charge. If the other party desires a copy of the transcript, it will pay for half of the costs of the fee for the court reporter, the original transcript and a copy.
 4. Each party is responsible for the costs of its staff representatives, witnesses, attorneys, and all other costs related to the development and presentation of its case, including wages lost by employees called to be witnesses during normal work hours.

ARTICLE 20

PICKET LINES

It is further understood and agreed that refusal by an employee, covered by this Agreement, to go through a bona fide picket line, shall not constitute a violation of this Agreement, nor shall such refusal by an employee be cause for discharge or disciplinary action of any kind.

ARTICLE 21

HEALTH AND SAFETY

Section 21.1 GENERAL. The Employer retains exclusive responsibility for workplace health and safety and agrees to provide a safe and healthful work environment for all employees and further agrees to make every effort to ensure optimum working conditions and to provide for the highest standards of workplace sanitation, ventilation, cleanliness, light, noise levels, and health and safety in general. The Employer further agrees to comply with all applicable health and safety laws and regulations.

Section 21.2(a) SAFETY COMMITTEE. A Safety Committee shall be established consisting of an equal number of Employer representatives and Union Employee representatives who shall meet at least monthly to develop, update and disseminate emergency and disaster plans

for each property, to review incident reports, health and safety inspection reports, workplace illness and injury reports and recommend improvements, and on-going safety concerns and recommend improvements.

Section 21.2(b) TRAUMATIC EVENT LEAVE. An Employee exposed to a traumatic event at work such as violent behavior shall be released from work with pay upon supervisor approval for up to a maximum of three (3) consecutive days.

Section 21.2(c) ACCOMMODATIONS. The Employer will make reasonable efforts to accommodate the needs of employees who can demonstrate that health problems are caused or aggravated by work related assignments or by substances the employee is necessarily exposed to in the workplace as determined by law. Employees may contact the Human Resources Director to request a reasonable accommodation.

ARTICLE 22

TERMINATION AND RENEWAL

This Agreement shall be in full force and effect until December 31, 2027, and shall continue in effect from year to year thereafter unless either party gives notice, in writing, at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such Agreement; provided that, in the event the Union serves written notice in accordance with this Section, any strike or stoppage of work after any expiration or modification date shall not be deemed in violation of any provision of this Agreement, any other provision to the contrary notwithstanding.

EXECUTED at Seattle, Washington this _____ day of _____ 2025.

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

By Diane Arnold

Diane Arnold
Union Representative

By Corinne Cosentino

Corinne Cosentino
Business Manager

By Brandon Ashford-Whitfield

Brandon Ashford-Whitfield
Bargaining Committee

LOW INCOME HOUSING INSTITUTE

By Sharon Lee

Sharon Lee
Executive Director

By Lynne Behar

Lynne Behar
Chief Financial Officer

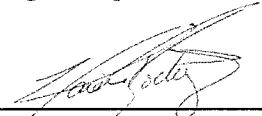
By Carole Krohn

Carole Krohn
Human Resources Director

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – LOW INCOME HOUSING INSTITUTE

By 

Kaisha Brown
Bargaining Committee

By 

Maria Rodriguez
Bargaining Committee

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**EXHIBIT “A”
 SALARY SCHEDULE – 2025**

	Minimum Hourly	Top of Steps Hourly
ADMINISTRATION		
AP Administrator	\$25.94	\$35.65
Payroll Administrator	\$29.17	\$38.56
Accountant I	\$28.85	\$32.85
Senior Accountant (Accountant II)	\$34.88	\$47.82
Administrative Assistant	\$21.55	\$25.76
Office Assistant/Receptionist	\$20.99	\$22.61
Technology Coordinator	\$25.09	\$31.56
Program Assistant I.T.	\$20.99	\$21.58
PROPERTY MANAGEMENT		
On-Site Staff	\$20.99	\$21.58
On-Site Manager	\$20.99	\$21.50
On-Site Maintenance	\$20.99	\$22.99
Maintenance Worker	\$23.79	\$29.20
Maintenance Technician	\$29.20	\$35.69
Live-In Building Assistant	\$20.99	\$21.56
Housing Assistant	\$21.55	\$25.85
Housing Program Coordinator	\$25.09	\$31.56
Resident Manager	\$22.29	\$28.38
House Manager	\$20.99	\$21.56
House Advisor	\$20.99	\$21.58
Resident Facilitator	\$21.53	\$25.85
Assistant Janitor/Trash Collector	\$20.99	\$21.58
Janitor/Program Assistant	\$23.15	\$25.43
Front Desk Resident Assistant	\$20.99	\$22.19
Frye HUD Specialist	\$24.31	\$29.94
Building Support Worker	\$22.71	\$28.34

COLLECTIVE BARGAINING AGREEMENT
 OPEIU LOCAL 8 – LOW INCOME HOUSING INSTITUTE

	Minimum Hourly	Top of Steps Hourly
HOUSING DEVELOPMENT		
Housing Developer Associate	\$25.85	\$31.69
Housing Developer	\$32.28	\$39.13
Senior Housing Developer	\$38.77	\$48.53
ADVOCACY		
Fund Associate	\$23.48	\$28.38
Fund Developer	\$24.66	\$31.31
Resident Services Assistant	\$21.51	\$25.85
Case Manager/Resource Coordinator	\$29.20	\$34.61
Clinical Case Manager	\$30.34	\$36.90
Resource & Education Coordinator	\$27.81	\$35.54
Resource & Community Coordinator	\$22.24	\$26.68
Supportive Housing Coordinator	\$27.81	\$31.93
Volunteer Programs Coordinator	\$23.73	\$29.64
URS Team Member	\$21.90	\$28.38
URS Team Leader	\$23.67	\$30.15
THV / SHELTER PROGRAMS		
Site Coordinator	\$20.99	\$21.58
Site Coordinator II	\$21.89	\$25.33
Shelter Monitor	\$21.90	\$28.34
THV Volunteer Programs Coordinator	\$21.32	\$26.64

LETTER OF UNDERSTANDING
BETWEEN
LOW INCOME HOUSING INSTITUTE
AND
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 8

The Low Income Housing Institute known as the "Employer," and the Office and Professional Employees International Union, Local 8, known as the "Union", hereby agrees to the following:

1. The Staff Employment Committee will meet to begin to review job classifications that need to be brought forward and consider changes to wage ranges and revisions to steps within six (6) months of ratification of this agreement.
2. The Employer and the Union will work together to create standardize training and resource guidelines for all job classifications to ensure that all employees are adequately trained and supported in their positions. Staff Employment Committee will work on this task over the next four (4) months following contract ratification.
3. The Employer and the Union will work together to identify and implement improved communications between the bargaining unit and management. Staff Employment Committee will work on this task over the next six (6) months following contract ratification.

EXECUTED at Seattle, Washington this 26th day of June 2013.

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

LOW INCOME HOUSING INSTITUTE

By Diane Arnold
Diane Arnold
Union Representative

By Sharon Lee
Sharon Lee
Executive Director

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – LOW INCOME HOUSING INSTITUTE

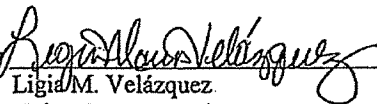
LETTER OF UNDERSTANDING "A"

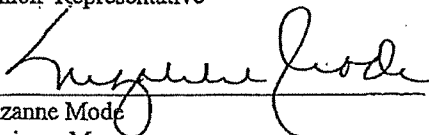
The Employer may open the contract for renegotiations of the economic package on a temporary basis for economic relief in the event the Employer can factually demonstrate severe economic need and/or the inability to operate with current staff expenditures; provided that:

1. The Employer shall open all financial records to OPEIU Local 8 for inspection, including an outside audit if deemed necessary by Local 8; and
2. The Employer clearly proves economic need which the Union and the employees will consider in good faith; and
3. Only freezes of current hourly compensation levels will be considered, not cutbacks in hourly compensation; and
4. The Employer is willing to make proportionate freezes in other non-union staff salaries and negotiate concerning non-labor expenditures as suggested and agreed by Local 8 and LIHI; and
5. Local 8 shall be allowed to monitor ongoing financial status of the Employer during the freeze; and
6. The Employer shall consider in good faith other remedies such as temporarily reduced hours and unemployment compensation work sharing; and
7. The freeze shall be discontinued as soon as financial status of the Employer improves sufficiently or as soon as any non-bargaining unit employee receives a COLA or other increase in compensation which is not the result of added duties or responsibilities. Effective at that time, regular contract rate shall be applied.

EXECUTED in Seattle, Washington this 3/24 day of March 2004.

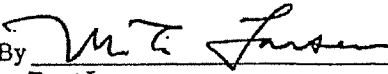
OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL NO. 8,
AFL-CIO

By 
Ligia M. Velázquez
Union Representative


By 
Suzanne Mode
Business Manager

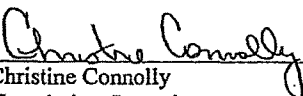
LOW INCOME HOUSING INSTITUTE

By 
Sharon Lee
Executive Director

By 
Trent Larsen
Director of Operations

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – LOW INCOME HOUSING INSTITUTE

By 
Robin Amadon
Negotiating Committee

By 
Christine Connolly
Negotiating Committee

By 
Roger Shands
Negotiating Committee

opeiu#23/afl-cio

MEMORANDUM OF AGREEMENT

By and Between

The Low Income Housing Institute

And

Office and Professional Employees International Union Local No. 8, AFL-CIO

This Memorandum of Agreement (hereinafter called “Memorandum” or “MOA”) is entered into between the Low Income Housing Institute (LIHI) and the Office and Professional Employees International Union Local No. 8, AFL-CIO (OPEIU-8).

Whereas OSHA has mandated that all employers with over 100 employees require all employees to be fully vaccinated.

WHEREAS, the Mayor of the City of Seattle issued Executive Order 2021-08: COVID-19 Vaccination Requirements for City Contractors requiring that City of Seattle contractors and volunteers be fully vaccinated if their work involves being on-site or in-person; and

WHEREAS, King County issued Order No.: ACO-8-28-EO, Order Pursuant to Proclamation of Emergency ordered that all county contractors and volunteers working onsite . . . be fully vaccinated if the work is required to be performed in person and on site including but not limited to county property or in county facilities; and

WHEREAS, widespread vaccination is the primary means we have to protect our health care system, to avoid the return of stringent public health measures, and to put the pandemic behind us; and

WHEREAS, LIHI and OPEIU-8 agree that time is of the essence both when responding to the pandemic and in providing necessary services to the public during this time of civil emergency; and

WHEREAS, LIHI and OPEIU-8 have met in good faith to bargaining the impacts of the vaccination mandate; and

NOW THEREFORE, LIHI and OPEIU-8 stipulate that the following provisions shall apply:

1. Proof of Vaccination:

Each employee must provide acceptable proof of vaccination on or before January 14th, 2022. Acceptable proof of vaccination is the following: a) CDC Covid-19 Vaccination Record Card, photo, or photocopy of the card, or b) Documentation of vaccination from a health care provider or electronic health record, or c) other documentation as deemed acceptable at her sole discretion by LIHI’s HR Director.

a. Compliance Procedures: On January 14th, 2022 a letter proposing separation effective January 21, 2022 will be issued to employees who fail to show acceptable proof of vaccination that they are fully vaccinated by January 22nd. A copy of the letter will be sent to OPEIU-8 via email.

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – LOW INCOME HOUSING INSTITUTE

MEMORANDUM OF AGREEMENT
LIHI/OPEIU 8

- b. If by January 14th an employee has at least one vaccination and shows proof and states an intent to be fully vaccinated the decision to separate them will be conditionally held in abeyance provided they show proof of receiving the second vaccine by February 4th. If acceptable proof of vaccination has not been submitted on or before January 14th the letter proposing termination will be effective January 21st.
 - c. An employee scheduled to return to work from a leave of absence by January 14th is subject to the terms of this agreement. An employee scheduled to return to work after January 14th from a leave of absence must be fully vaccinated prior to their return and show proof of vaccination or request an exemption.
2. Employees may request an exemption and reasonable accommodation on or before January 14th for not receiving the vaccine for two reasons:
 - a. *Medical Reason.* An employee who is unable to be fully vaccinated due to a disability or medical condition will be required to submit documentation from an appropriate licensed health care practitioner substantiating the employee's medical inability to receive the Pfizer, Moderna, or Johnson & Johnson vaccine. Depending on the sufficiency of the documentation LIHI will determine whether to grant the employee an exemption. If an exemption is approved LIHI will engage in an interactive process to determine if reasonable accommodation can be provided.
 - b. *Sincerely Held Religious Belief or Practice.* An employee who objects in good faith that vaccination violates their sincerely held religious belief may seek an exemption by submitting documentation of their religious objection to the practice of vaccination or the use of the COVID-19 vaccination. Depending on the sufficiency of the employee's written statement, LIHI will determine whether to grant the employee an exemption or whether additional information is needed. If an exemption is approved LIHI will engage in an interactive process to determine if reasonable accommodation can be provided. A religious exemption/accommodation will not be provided to individuals who object to getting vaccinated for personal, secular, or philosophical reasons that do not constitute a sincerely held religious belief, practice, or observance.
3. LIHI may not be able to accommodate all those who request accommodation. For example, medical accommodations need not be granted where they cause undue hardship or pose a significant risk of substantial harm to the health or safety of the individual or others that cannot be eliminated or reduced by reasonable accommodation. LIHI shall follow Title VII and EEOC guidance when processing each accommodation. Even after implementation, reasonable accommodations will be subject to continuous review and evaluation depending on guidance from the CDC and other public health authorities. Reasonable accommodations may need to be changed or modified as circumstances change.
4. Employees can choose to have a union representative participate during the accommodation process. For a medical accommodation the employee must submit a written release to the Director of Human Resources to allow a union representative to

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – LOW INCOME HOUSING INSTITUTE

**MEMORANDUM OF AGREEMENT
LIHI/OPEIU 8**

participate in the accommodation process. Having such representation shall not unduly delay the accommodation process. Representatives are present to support and observe the process and shall allow the accommodation process to proceed. It is the employer's decision to make the final determination on the accommodation so long as it is effective and reasonable.

5. Retaliation or harassment of an employee who cannot get the COVID-19 vaccine due to a documented medical condition or sincerely held religious belief, practice, or observance will not be tolerated.
6. Employees seeking an exemption must complete and submit a written request for exemption to the Director of Human Resources at Samantha.bowes@lihi.org no later than January 14, 2022.
7. LIHI and OPEIU-8 agree that when an employee submits an exemption form it will be reviewed by the Director of Human Resources.
 - a. If the exemption is denied the employee can appeal the denial of the exemptions within two (2) business days of the denial to the Executive Director.
 - b. Employees can choose to have a union representative participate during the appeal process.
 - c. Employees who are denied an exemption or unable to be reasonably accommodated or refuse the reasonable accommodation offered by LIHI and decide to comply with the vaccine requirement must submit to LIHI acceptable proof of their first dose of the COVID-19 vaccine within five (5) days from the date that LIHI notifies the employee of their exemption denial or accommodation determination. In addition, such employees must submit acceptable proof of their second COVID-19 vaccine dose within twenty-five (25) days from the date that LIHI notifies the employee of their exemption denial or accommodation determination. During this time, if reporting to a worksite, these employees may be required to comply with special workplace safety requirement such as regular COVID-19 testing, PPE and social distancing.
8. Employees who schedule a vaccination appointment during their regular work hours will be permitted to use up to three hours of regular paid time per vaccination administration subject to the work needs of the unit and the prior approval of their supervisor/manager. Managers must exercise maximum flexibility to allow unvaccinated employees to attend a vaccination appointment during regular work hours.
9. LIHI agrees to allow separated employees to cash out vacation leave as allowable under the current Collective Bargaining Agreement.
10. LIHI considers the submission of forged or fraudulent vaccination or exemption documentation to be a major disciplinary offense and will recommend offending

COLLECTIVE BARGAINING AGREEMENT
OPEIU LOCAL 8 – LOW INCOME HOUSING INSTITUTE

MEMORANDUM OF AGREEMENT
LIHI/OPEIU 8

employees for immediate termination. Such termination decision can be appealed to the Executive Director.

11. LIHI and OPEIU-8 agree that they have fulfilled their bargaining obligations regarding the COVID-19 vaccination mandate in meeting terms and conditions provided under this MOA.

12. This MOA will be emailed to all employees on January 4, 2022.

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION LOCAL NO. 8

By Diane Arnold
Diane Arnold
Union Representative

By Erin Adamson
Erin Adamson
Union Representative

LOW INCOME HOUSING INSTITUTE

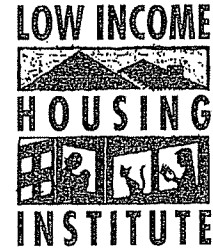
By **Lynne Behar**
Lynne Behar
CFO

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Date: December 30, 2021

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Family Medical Leave Act (FMLA)

In accord with the federal Family and Medical Leave Act (FMLA), the Low Income Housing Institute provides eligible employees up to 12-weeks of unpaid leave during a 12-month period:

- To care for a newborn or newly-adopted/foster child;
- To care for a spouse, domestic partner, parent or child with a serious health condition;
- For your own serious health condition when you are unable to perform the functions of your job; or
- For a “qualifying exigency” when your spouse, domestic partner, son, daughter, or parent is on or called to active duty in support of the U.S. Armed Forces, the Reserves, National Guard and deployed to a foreign country. Qualifying exigencies are generally activities related to the active duty or call to active duty, such as attending certain military events and briefings, arranging for alternative childcare, addressing certain financial and legal arrangements, and counseling sessions.

Employees have certain additional leave rights under Washington law (please see discussion of state family/medical leave rights below).

For purposes of this FMLA policy, a “serious health condition” is an illness, injury or other physical or mental condition that involves an overnight stay in a medical care facility, or continuing treatment by a health care provider, *e.g.*, more than 3-consecutive days absent, chronic conditions, a period of incapacity due to pregnancy or for prenatal care, etc.

Leave may be used in a consecutive block, or intermittently or on a reduced leave schedule when medically necessary, when taken for a qualifying exigency, or when otherwise approved by the Low Income Housing Institute.

The 12-month period for determining FMLA leave entitlement is calculated from the first day FMLA leave is taken looking forward 12-months.

To be eligible for this leave benefit, you must be employed a minimum of 12 months and have worked at least 1,250 hours during the 12 months immediately preceding the requested leave, and be located at a site with at least 50 employees, or collectively within a 75-mile radius. You are required to give a minimum 30-day written notice requesting leave for reasons of a birth, adoption/foster placement, or planned medical treatment for a serious health condition. Whenever a 30-day notice is not possible, you are required to inform the Low Income Housing Institute as soon as practicable by notifying the Human Resources Manager. Leave request forms are available from Human Resources.

FMLA

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The Low Income Housing Institute requires you to apply all of your applicable paid leave benefits, e.g., vacation, sick leave, while initially on leave under this policy, and before such time off is designated as unpaid. FMLA runs concurrently with all other types of medical and family leaves. Paid vacation may not be used as an extension of a leave. Your health insurance benefits will continue during your absence at the same level and conditions as if you were continuing to work, and until such time that your leave ends or you inform the Low Income Housing Institute that you will not return to work, whichever occurs first. You remain responsible for any premium amounts normally contributed toward your health care coverage, including dependent coverage.

The Low Income Housing Institute may require certification of your need for leave, a fitness-for-duty certification prior to your return to work, and/or other medical re-verifications, where applicable.

Upon the completion of your leave under this policy, you will be restored to your former position or to an equivalent job with equivalent pay, benefits, and other conditions and privileges of employment, unless unusual circumstances have arisen (e.g., your position or shift was eliminated due to a loss of funding or other reason unrelated to the leave). Different restoration procedures apply to those employees designated by the Low Income Housing Institute as “key” individuals.

If you are the spouse, child, parent or next of kin of a military servicemember who has a serious illness or injury from active duty service, the Low Income Housing Institute provides up to 26-weeks of leave to care for that servicemember while he/she is undergoing medical treatment, recuperation, therapy, or is otherwise in outpatient status, or on the temporary disability retired list. This form of leave also applies to eligible family members of veterans for up to five years after the veteran leaves service for a serious illness or injury incurred during active duty. This 26-week maximum is available only during a single 12-month period starting from the first day that such leave is taken, and is combined with other FMLA leaves taken during the same period, i.e., not offered in addition to other FMLA leave periods.

The Low Income Housing Institute will notify you about your eligibility and designation of approved leave under this policy. The Low Income Housing Institute complies with applicable state and federal medical leave laws, and this policy will be administered in accordance with those laws.

Please contact the Human Resources Manager with any questions or need for more information about this policy.

Additional Family/Medical Leave Entitlements Under State Law; Interaction with FMLA.

Pregnancy Disability Leave:

In addition to leave under the federal FMLA described above, state law provides certain additional leave rights in connection with pregnancy-related disability and to care for a newborn. Regardless of whether you are eligible for FMLA leave, you are entitled to Pregnancy Disability leave for the period of time that you are temporarily disabled because of pregnancy or childbirth. Medical certification may be required to confirm the need for leave. If you are eligible for

FMLA

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FMLA leave, the Pregnancy Disability leave will run concurrently with FMLA leave. Pregnancy Disability leave is unpaid and health benefits are not automatically continued (unless you are also eligible for FMLA leave); however, accrued leave may be used and you may continue insurance coverages at your expense.

Washington Family Leave Act (WFLA):

The WFLA provides certain additional leave benefits to eligible employees. The WFLA largely mirrors the FMLA, with the same eligibility standards and entitlement to 12 weeks of leave for family and medical reasons. In most situations, WFLA provides the same leave entitlement as (and runs concurrently with) FMLA leave and you should follow the procedures described above for both FMLA and WFLA leave. WFLA differs from FMLA leave only in the following respects:

- WFLA leave does not run concurrently with any leave taken for Pregnancy Disability leave; this affords an employee up to 12 weeks of additional time off to care for her newborn once she has recovered from the Pregnancy Disability.
- Under the WFLA (but not the FMLA), an eligible employee may be entitled to up to 12 weeks of leave to care for the employee's registered domestic partner with a serious health condition.
- The WFLA does not provide leave for military exigencies or for military caregivers. Where such military-related leave is taken under the FMLA, it will not count against the 12-week leave family and medical leave entitlement available under the WFLA.
- Continuation of employer-paid health insurance is not required during WFLA leave. Thus, during leave that is covered only by WFLA and not FMLA, health insurance will not be automatically continued unless the employee elects continuation coverage at his/her expense.