

**HOUSING AUTHORITY OF THE CITY OF EVERETT**

This Agreement is made and entered into by and between Housing Authority of the City of Everett, hereinafter referred to as the "Employer", and Service Employees International Union, Local 925, hereinafter referred to as the "Union". The purpose of this Agreement is to set forth the understanding reached between the parties with respect to wages, hours of work, and conditions of employment for employees of the Employer who are represented by the Union as set forth in Article 1.

**ARTICLE 1 - RECOGNITION**

1.1 The Union Recognized. The Employer recognizes the Union as the exclusive bargaining representative for all employees designated by the classifications set forth in the attached wage schedules; excluding supervisors and office clerical employees and employees working in properties not managed by the Employer.

**ARTICLE 2 - UNION MEMBERSHIP - AUTHORIZED DEDUCTION**

2.1 Union Security. It shall be a condition of employment that all employees of the Employer covered by this Agreement, who are members of the Union in good standing on the effective date of this Agreement, shall remain in good standing, and those who are not members on the effective date of this Agreement shall, on or after the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing of the Union, in the alternative, shall pay to the Union an agency fee equivalent to any monthly dues uniformly required of all Union members for the purpose of representation only. An employee choosing agency fee status will have the opportunity to inquire of the Union its agency fee percentage and how that percentage was determined.

It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or after the thirty-first (31st) day following the beginning of each employment become and remain members in good standing of the Union, or pay an equivalent agency fee as defined above. The exception to this condition is in accordance with Washington State RCW 41.56.122(1) which provides that "agreements involving union security provisions must safeguard the right of non-association of public employees based on bona fide religious tenets or teaching of a church or religious body of which such public employee is a members". Such employees are subject to provide the Union with proof of payment made to a non-religious charity as provided in this law.

2.2 New Hire Notification. The Employer shall notify the Union of all new hires within ten (10) working days of the hire date. This notification will include the name of the employee, the starting date of employment, classification, home address and phone number, and the approximate number of hours worked per week. At the time of hire, the Employer will notify the new hire of the terms and conditions of this Article.

2.3 Definition of Good Standing. It is agreed that "good standing" shall be defined as the tendering of uniformly required periodic dues and initiation fees. Employees failing to maintain membership in the Union shall be reported to the Employer by written notice from the Union. Within five (5) work days after

the Employer receives written notice the employee may reinstate himself/herself with the Union. Should the employee fail to be reinstated, the Employer will terminate the employee. The Union agrees to hold the Employer harmless for discharge made pursuant to this Article.

2.4 Payroll Deduction. During the term of this Agreement, the Employer shall deduct Union dues and initiation fees from the pay of each member of the Union who voluntarily executes a payroll deduction authorization form. When filed with the Employer, the authorization form will be transmitted to the Union once each month covering a one month period in advance. Upon issuance and transmission of a check to the Union, the Employer's responsibility shall cease with respect to such deductions.

2.5 COPE Contributions. The Employer agrees to deduct and transmit to the Union a specified amount from each employee's pay, subject to the voluntarily executed COPE payroll authorization form.

### **ARTICLE 3 - NON-DISCRIMINATION**

3.1 Legal Requirements. The Employer and the Union agree that conditions of employment shall be consistent with applicable federal, state, and municipal laws regarding non-discrimination. To that end there shall be no discrimination against applicants for employment or employees of the Employer on account of race, religion, color, sex, sexual orientation, age, national origin, disability where essential functions of the job can be performed, or political or union affiliation. The Employer shall be an Equal Opportunity Employer.

3.2 Union Discrimination. No employee covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union.

3.3 Employment of Relatives. The Employer does not discriminate in employment decisions or policies in violation of law. EHA permits the employment of qualified spouses and other relatives of current employees unless it concludes the employment would place one or both of the relatives in a situation of actual or reasonably foreseeable conflict between their interests and those of the Employer. "Relatives" are spouses, children, parents, siblings, grandparents, grandchildren, aunts, uncles, first cousins, corresponding in-laws or "step" or foster relations, including employees who marry while employed.

### **ARTICLE 4 - RIGHT OF ACCESS - UNION BUSINESS**

4.1 Authorized Representatives. Duly authorized representatives of the Union shall be permitted to enter the Employer's premises at reasonable times for the purpose of observing working conditions and transacting Union business that cannot be transacted elsewhere; provided however, that the Union representative notifies the Employer twenty-four (24) hours in advance and receives approval from the Employer for the representative's presence, and that no interference with the work of the employees or the proper operation of the Employer shall result.

4.2 Union Stewards. The Union may establish Union Stewards where needed. The Employer agrees not to discriminate against Union Stewards.

4.3 Union Officers. The Union agrees to provide the Employer with an updated list of duly elected Everett Housing Authority employee representatives within ten (10) days of the day the appointment is made. Such list shall clearly define the roles and responsibilities of each of the representatives.

4.4 Investigation of Grievances. The parties acknowledge the general proposition that Union business performed by Union Stewards, including the investigation of grievances will be conducted during non-working hours (e.g., coffee breaks, lunch periods, and before and after shift). When it is not practical or reasonable to transact such business during non-working periods, as agreed upon by the Union and the Employer, the Union steward will be allowed a reasonable amount of time during working hours to perform such functions.

4.5 Bulletin Boards. The Union will be allowed the use of bulletin board space for the purpose of posting Union notices relating to general Union activities. It is specifically understood that no notices of a discriminatory or political nature, nor notices that would be offensive to a reasonable person, shall be posted. Each posting shall be initialed and dated by the Union official responsible for the posting.

4.6 Employee Data. Upon written request of the Union, the Employer will provide the Union with a list of bargaining unit employees. The list shall include employee's name, mailing address, telephone number, date of hire, classification, rate of pay, FTE status, and assignment location. The Employer shall provide the Union with the requested information within ten (10) working days following receipt of the written request. Such requests shall be limited to not more than twice per year.

## ARTICLE 5 - MANAGEMENT RIGHTS

5.1 Management Rights. The management of Everett Housing Authority and the direction of the working force are vested exclusively in the Authority and, except as limited by specific provisions of this Agreement, the Authority shall continue to have all sole and exclusive rights customarily reserved to management, including the right to hire, promote, evaluate, suspend, discipline, transfer, or discharge for proper cause; the right to require standards of performance, to direct employees and to determine job assignments; the right to determine equipment to be used; the right to determine staffing requirements and to relieve employees from duty because of lack of work or other proper reasons; the right to schedule operations, shifts, and all hours of work; the right to assign work and require overtime work; the right to select supervisory personnel and control their conditions of employment; and the right to establish rules pertaining to the operations of the Authority's business and the permissible conduct of its employees. The Authority shall have the sole right to decide the process to be followed to carryout the Authority's business operations. The Authority also retains the right to close all or a portion of its facilities covered by this agreement or to relocate, transfer work, or in any other way to dispose of or alter such facility and the work performed therein.

The above-mentioned management rights are not to be interpreted as being all-inclusive, but merely indicate the types of rights that belong to and are reserved to management. Such rights shall not be exercised so as to violate any of the specific provisions of this Agreement. The Employer agrees to use fair and reasonable judgment in the application of this Article.

It is understood that the Everett Housing Authority Personnel Policy Manual adopted by the Board of Commissioners on June 30, 2003, shall apply to all members of the bargaining unit, except as modified by this Agreement. It is further understood that any of the rights, power, or authority the Authority had prior to the effective date of this agreement are retained by the Authority, except those specifically abridged or modified by this Agreement.

#### **ARTICLE 6 - APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATIONS**

6.1 Negotiations. It is agreed that matters appropriate for negotiations between the Employer and the Union are personnel matters affecting wages, hours, and working conditions defined by RCW 41.56, its sub-sections, and corresponding WAC.

6.2 Consultation. The parties agree that policies and procedures relating to wages, hours, and working conditions, not covered under Section 6.1 above are appropriate matters for consultation and comment by either party.

6.3 New Classifications. The Employer agrees to advise the Union, in writing, of the establishment of all new bargaining unit classifications not currently covered under the Agreement and to negotiate with the Union all wages and hours of the new classification(s) without opening the current Agreement for this purpose. The Employer agrees to fill the new classifications according to the job bid procedure contained in this Agreement. In the event the Employer and the Union cannot reach agreement concerning wages and hours for the new classification(s), the parties will request the assistance of a mediator from the Public Employment Relations Commission.

6.4 Labor/Management Committee. A committee consisting of three representatives of the Union designated by the Union and three representatives of the Employer shall meet quarterly to discuss matters of mutual concern, however the parties may agree to meet at any time by mutual consent. Such meetings shall be held during the last one and one half hours (1.5) of a regularly scheduled workday. The Labor/Management Committee will not be used as a tool for negotiations or to deal with grievance issues.

#### **ARTICLE 7 - DEFINITIONS**

7.1 Probationary Employee.

The probationary period for new permanent employees shall be six (6) months. No later than four (4) months after an employee's date of hire, the Employer shall evaluate the probationary employee's work performance. The evaluation, including any requirement for improvement, shall be reviewed with the employee, a written improvement plan will be developed if necessary, and the employee will be provided a copy of the evaluation. The evaluation will be placed in the employee's personnel file.

The employee will be allowed to use sick leave as it is accrued during the probation period. If the employee is still in probation status in December of his/her year of hire, that employee will be allowed to use his/her floating holiday in accordance with Section 13.1.1. Annual Leave will accrue during the probation period, but the employee may not use it until after six (6) months of employment.

7.2 Permanent Full-Time Employees. Permanent full-time employees are those employed on a permanent year-round basis for forty (40) hours per week.

7.3 Permanent Part-Time Employees. Permanent part-time employees are those employed on a permanent year-round basis for less than forty (40) hours per week.

7.4 Temporary Positions. Temporary positions, which shall not exceed three (3) months duration, may be created by the Executive Director subject to budgetary limitations. Upon completion of the three (3) months, the employee classification must be changed, and wage rates adjusted accordingly, to either Permanent Part-Time or Permanent Full-Time. No temporary employee will be used to perform bargaining unit work if any qualified permanent full-time or part-time employees, who have either had their hours reduced or their position eliminated, make themselves available for temporary assignments. Temporary employees shall not be used to do the work of any bargaining unit position vacated by virtue of termination or retirement for more than sixty (60) days per position per year.

7.5 Temporary or Seasonal Employees. Temporary or seasonal employees are those employed with the pre-determination that employment will be terminated upon completion of the assigned duties or at a pre-determined time. The applicant must acknowledge the temporary nature of the position and approximate period of employment on the application of employment.

7.6 Force Account Employees. Force Account Employees are those employed for a Modernization program only and may be used for significant construction projects. Such employees are drawn from local labor unions as required. Their employment is to terminate upon completion of their assigned task. Further, no employee shall lose the opportunity to work overtime on normal routine work by virtue of this section. Force account employees shall not be used to perform the normal duties that are performed by members of this bargaining unit.

7.7 Days. Any reference to days in the Agreement shall mean work days.

7.8 Volunteers. Volunteers will be allowed to perform work in yards, gardens, and playgrounds and to perform unskilled work in common areas, e.g. parking lots, lobbies, hallways, building exteriors, etc. Large volunteer projects will be jointly planned and agreed to between the Employer and the Union.

## **ARTICLE 8 - EMPLOYMENT PRACTICES**

8.1 Pay Days. The Employer will pay employees on or before the 5th and 20<sup>th</sup> of each month.

8.2 Notice of Termination. Permanent full-time and permanent part-time employees shall be entitled to two (2) weeks notice of termination or pay in lieu thereof plus any accrued vacation. (See Article 15.6)

8.3 Notice of Resignation. Permanent full-time and permanent part-time employees shall be required to give two (2) weeks written notice of resignation. In the event the employee fails to give proper written notice, the employee shall forfeit all sick leave pay upon final payment by the Employer, unless an employee cannot do so because of an emergency situation beyond the employee's control. (See Article 15.6)

8.4 Discipline and Discharge. Discipline and discharge shall be for just cause.

8.4.1 Discipline. The Employer shall use a uniform system of written warning notice for poor work performance, formal reprimands and suspensions. Copies of these notices shall be given to the employee and the Union at the time formal disciplinary action is taken or shortly thereafter. The employee shall be requested to sign the written warning notice. The employee's signature thereon shall not be construed as concurrence with the reprimand, but rather shall be requested as an indication he/she has seen and comprehends the gravity of the disciplinary action taken.

8.4.2 Discharge. The Employer shall provide the employee written notice of the reasons for considering termination and an opportunity for the employee and his representative, if desired, to meet with the Employer to present the employee's side of the event. Within ten (10) working days following the meeting, the Employer will provide written notice of its decision regarding termination to the employee and the Union.

8.5 Personnel File Review. Employees will be given a copy of all material added to the personnel file at the time such is added to the file. Each employee, upon providing written authorization, will have the right to have a Union representative review the contents of the employee's personnel file. An employee or the employee's properly authorized Union representative may obtain single copies of the documents made available under this section.

8.6 Written Response. The employee shall have the right to respond in writing to all additions to the personnel file. Such additions shall be made a part of the file. No separate official personnel file shall be maintained other than the one subject to employee inspection.

All warnings shall expire eighteen (18) months from the date of issue, however, they shall remain in the employee's file for historical reference purposes. This Section shall not apply to probationary employees.

8.7 Politics. All employees of the Employer shall be subject to the provisions of the Hatch Act, Public Law 252, 75th Congress of the United States. Employees shall not use their office for political purposes, solicit or receive political contributions from other employees or from residents of the Authority, be candidates for election to any public office which is to be filled in an election in which party candidates are involved, or use political influence in connection with their employment. Employees are encouraged to vote and shall be free to vote as they choose and to express their opinions on political candidates and subjects.

8.8 Bonuses and Presents. No bonus payments in cash or any other form shall be made to employees from the Employer's funds. No employee shall accept any favor or personal gift from any resident or group of residents without specific approval of the Executive Director, nor shall they do special favors for any resident. Employees shall not accept gifts from companies or individuals doing business with the Employer.

8.9 Vehicle Use Restrictions. Employees shall not use their personal vehicles for Employer duties.

8.10 Gear Lockers. When space becomes available, Gear lockers will be provided for employees for the storage of personal gear and work related personal accessories in the location at which the employee is based.

## ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE

### 9.1 Grievance Procedure

9.1.1 Purpose: The purpose of this procedure is to provide an orderly method of resolving grievances. A determined effort shall be made to settle such differences at the lowest possible level in the grievance procedure. Meetings or discussions involving grievances shall be scheduled at mutually agreeable times.

### 9.1.2 Definitions:

A. Grievant - A grievant is an employee, or in the case of the Union's contractual rights, the Union.

B. Grievance - A grievance is defined as a dispute involving the interpretation or application of the specific terms of this Agreement.

C. Days - Days in this procedure are normal Employer work days. ~

9.1.3 Timelines: Grievances shall be processed in the following manner and within the stated time limits. Time limits provided in this procedure may be extended only by mutual written agreement.

Failure by the Employer at any step of this procedure to communicate the decision on a grievance within the specific and mutually extended time limits, shall permit the grievant to lodge an appeal at the next step of this procedure.

Failure by the grievant (employee or Union) to present or proceed with a grievance within the specified or mutually extended time limits, will render the grievance waived.

9.1.4 Representation: The grievant may waive the Union's involvement in the procedures at any step. If the grievant elects not to have Union representation, the Union shall have the opportunity to be present at the adjustment of the grievance, and shall receive the same written responses provided to the grievant.

### 9.1.5 Process:

Step 1. Informal Level - Informal submission of Grievance to Supervisor

Within fifteen (15) days following the occurrence of the event giving rise to the grievance, or fifteen (15) days after the event is known or reasonably should have been known, the employee (grievant) shall identify and attempt to resolve the grievance informally with the immediate supervisor. The immediate supervisor shall respond informally within ten (10) days of the employee's presentation.

Step 2. Formal Level - Written submission of grievance to Supervisor

If the grievance is not resolved informally, it shall be reduced to writing by the employee who shall submit it to the immediate supervisor within ten (10) days after receipt of the informal response under Step 1. The written grievances shall contain the following:

a. A statement of the alleged grievance including the facts upon which the grievance is based;

b. Identification of the specific Articles of this agreement which have been allegedly violated;

c. Issues involved; and

d. Remedy sought.

In presenting the written grievance, the employee may elect to represent himself/herself or be accompanied by a representative of the Union. The immediate supervisor will inform the employee and the Union in writing of the disposition of the grievance within ten (10) days of the presentation of the grievance.

Step 3. Executive Director Level - Written Submission of Grievance to the Executive Director.

a. Individual Grievance

If the grievance is not settled at Step 2 and the employee wishes to pursue the grievance to Step 3, the employee must file the written grievance within ten (10) days after receipt of the immediate supervisor's written response in Step 2 above. The Executive Director and/or the Director's designee will review the grievance with the parties involved and provide a written statement of the disposition to the employee and a written copy to the Union, within ten (10) days, of receipt of the grievance at Step 3.

b. Union Grievance

A grievance which the Union may have against the Employer, limited as aforesaid to matters dealing with the interpretation or application of terms of this Agreement relating to Union rights, shall be commenced by filing in writing (in the format of Step 2 above) with the Executive Director. Such filing shall be within ten (10) days following the occurrence of the event giving rise to the grievance or ten (10) days after the event is known or reasonably should have been known. The Executive Director or the Director's designee and the Union will have ten (10) days from the receipt of the grievance to resolve it.

## 9.2 Arbitration Procedures

If no settlement is reached in Step 3, the Union may request that the matter be submitted to an arbiter as hereinafter provided:

9.2.1 Written Request. Written notice of a request for arbitration shall be made to the Executive Director within ten (10) days of receipt of the disposition letter at Step 3.

9.2.2 Arbitration Limits. Arbitration shall be limited to issue(s) involving the interpretation or application of specific terms of this Agreement as brought forth in the grievance submitted at all prior levels.

9.2.3 Arbitrator Selection. When a timely request has been made for arbitration, the parties shall attempt to select an impartial arbiter to hear and decide the particular case. If the parties are unable to agree to an arbiter within ten (10) days after submission of the written request for arbitration, the provisions of paragraph 9.2.4 below, shall apply to the selections of an arbiter.

9.2.4 FMCS List. In the event an arbiter is not agreed upon as provided in paragraph 9.2.3 above, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of eleven (11) arbiters who reside and practice in Washington and Oregon. Such request shall state the issue of the case and ask that the nominees be qualified to handle the type of case involved. When notification of the names of the eleven (11) arbiters is received, the parties shall each independently strike from the list those unacceptable arbiters and shall rank, in order of preference, the remaining arbiters. The parties shall then meet and compare their lists. From among the mutually acceptable arbiters, the one with lowest combined preference number shall be the arbiter. In the event of a tie between two or more arbiters, a single arbiter shall be chosen by lot. In the event there are no mutually acceptable arbiters on the panel, the parties, in turn shall have the right to strike a name from the panel until only one (1) name remains. The remaining person shall be the arbiter. The right to strike the first name from the panel shall be determined by lot.

In the event either party is dissatisfied with the credentials of the arbiters whose names are on the first panel offered by the Federal Mediation and Conciliation Service, such party can summarily reject that panel and insist on a second panel. Selection must be made from the second panel.

9.2.5 Arbitration Proceedings. Arbitration proceedings shall be in accordance with the following:

A. The arbiter, once appointed, will inform the parties as to the procedures which will be followed.

B. The arbiter shall hear and accept pertinent evidence submitted by both parties and shall be empowered to request, through subpoena if necessary, such data and testimony as the arbiter deems pertinent to the grievance and shall render a decision in writing to both parties within thirty (30) calendar days, unless mutually extended, of the closing of the record.

C. The arbiter shall be authorized to rule and issue a decision in writing on the issue(s) presented for arbitration which decision shall be final and binding on both parties.

D. The arbiter shall rule only on the basis of information presented at the hearing and shall refuse to receive any information after the hearing except by mutual agreement.

E. Each party to the proceedings may call such witnesses as may be necessary in the order in which their testimony is to be heard.

The arguments of the parties may be supported by oral comment and rebuttal. Either or both parties may submit written briefs within a time period mutually agreed upon. Such arguments of the parties, whether oral or written shall be confined to and directed at the matters set forth in the grievance.

F. Each party shall pay any compensation and expenses relating to its own witnesses or representatives.

G. All fees and expenses of the arbitrator shall be split evenly by the parties.

H. The total cost of the stenographic record, if requested, will be paid by the party requesting it. If the other party also requests a copy, that party will pay one-half (1/2) of the stenographic cost.

9.2.6 Binding Effect of Award. All decisions arrived at under the provisions of this article by the representatives of the Employer and the Union at Steps 1, 2, 3, or by the arbiter, shall be final and binding upon both parties provided, however, that in arriving at such decision neither of the parties or the arbiter shall have the authority to alter this Agreement in whole or in part.

9.2.7 Limits of the Arbiter. The arbiter cannot order the Employer to take action contrary to law or the U.S. Department of Housing and Urban Development (HUD) policies and regulations.

9.2.8 No Duty to Maintain Status Quo. The Employer has no duty to maintain the status quo or to restore the status quo pending arbitration. But if return to the status quo is ordered by the arbiter, the return shall be affected as per the arbiter's award.

9.2.9 Freedom From Reprisal. There will be no reprisals against the grievant or others as a result of their participation in this process.

#### **ARTICLE 10 - SENIORITY**

10.1 Seniority Defined. Seniority shall mean an employee's continuous length of service with the Employer from the most recent date of hire as a Permanent Full-Time or Permanent Part-time employee. Seniority shall not apply until the employee has completed the probationary period. Upon satisfactory completion of this probationary period, the employee shall be credited with seniority from the most recent date of hire as a regular employee. Regular employees transferring to jobs outside of the bargaining unit and returning to the bargaining unit without a break in continuous regular employment with the Employer shall not lose previous seniority credit with the bargaining unit.

10.2 Application of Seniority. Seniority, by classification, shall be the determining factor in layoff and recall from layoff, transfer, shift changes, schedule changes, promotions as defined, vacation scheduling and overtime by rotation within classification. This section will not apply to a less senior employee involved in a work project at the end of the workday, that less senior employee will be allowed to finish the project and incur the overtime.

10.3 Termination of Seniority. Seniority shall terminate upon cessation of the regular employment relationship, such as discharge, resignation, retirement, eighteen (18) consecutive months on layoff, failure to accept an offer of comparable employment upon recall or when subject to layoff, or failure to return from a leave of absence on a timely basis in accordance with an approved leave of absence.

10.4 Layoff. In the event a permanent or prolonged reduction in the number of employees within a department or facility is determined by the Employer to be necessary, a layoff by classification will be instituted in the affected department or facility. Prior to implementing the layoff procedure, employees whose positions are to be eliminated will be offered assignment to existing comparable vacancies for which they are qualified. (See Article 15.6)

10.5 Order of Layoff. The least senior employee within the affected classification in the department or facility will be subject to layoff.

10.6 Reassignment Within Department/Facility. In the event of a layoff, the remaining employees will be reassigned on the basis of seniority to available positions for which they are qualified within the department or facility. The Employer will make a good faith effort to assign the more senior employees to positions which match or approximate the employee's former shift and number of hours worked in positions of proper qualifications.

10.7 Employees Subject to Layoff. Employees subject to layoff shall be offered on a seniority basis available job openings in their classification. Refusal to accept a comparable job vacancy will result in termination. If there is no vacant position or if the vacant position is not comparable, the employee shall have the options of accepting the position, being laid off or taking the position of the least senior person in the same classification.

Seniority may be used for purposes of bumping less senior employees with the following limitations:

A. Bumping shall be confined within the specific classification held at the time of a layoff. A senior employee who has had successful previous experience in another classification may exercise bumping rights into that classification.

B. Seniority only as defined in this Article may be used for purposes of bumping.

C. Employees will receive the salary applicable to the job title in which the employee is employed.

D. Employees reassigned under bumping shall retain all Employer experience credit for salary purposes.

10.8 Recall. When vacancies occur, individuals who have been bumped into a lower job title shall be offered employment at their previous level prior to the recalling of individuals who have been laid off. Such employment offers shall be on the basis of seniority. Any employee who refuses employment at a level previously held shall forfeit all rights to any further such offers.

Employees on layoff status shall be placed on a recall roster for a period of eighteen (18) months from the date of layoff. An employee placed on the recall roster shall provide and keep updated while on the recall roster a current address and telephone number where the employee can be reached.

Any notice of recall to an employee who has been laid off shall be made certified mail or receipted telegram, to the last known address of the employee.

10.9 Promotions. In the event qualifications of qualified employees bidding on jobs of promotion are equal, seniority shall prevail in the selection process.

## **ARTICLE 11 - HOURS OF WORK - OVERTIME**

11.1 Work Day. A normal work day shall consist of eight (8) hours of work to be completed within eight and one-half (8 1/2) hours. The normal workday will begin at 8:00am and end at 4:30pm. This section shall not apply to any employees or positions for which a different schedule is in effect as of the date of

ratification of this agreement. In addition, the Employer may schedule up to three (3) employees on a modified schedule involving either different hours or different days from those indicated in 11.2. Use of a modified schedule shall occur only in response to filling a new or vacated position and shall not result in an existing employee having his/her work schedule changed except as the result of changing positions. Any employee working a shift different from the normal work day will not have their schedule adjusted in order to avoid overtime while attending mandatory meetings.

11.2 Work Period. The normal work week shall consist of forty (40) hours, normally eight (8) hours a day Monday through Friday.

11.3 Overtime. Overtime requested and/or approved by the Employer shall be compensated for at the rate of one and one-half (1 1/2) times the regular rate of pay for all time worked beyond the normal eight (8) hour work day or all time paid beyond the normal forty (40) hours work period. Overtime will be in effect if eight (8) or more minutes are worked after the end of a scheduled shift for regular full-time employees and if eight (8) or more minutes are worked after the end of an eight-(8) hour shift for part-time employees. Employees work overtime by seniority within job classifications, however, if an employee has begun a job he/she will be allowed to finish the job even if he/she is not the most senior employee.

Temporary and/or part-time regular employees must work forty (40) hours per week before they are eligible for overtime pay.

The Employer will use bargaining unit people to perform bargaining unit work in accordance with past practice.

The Employer has used the maintenance staff to perform maintenance work. The management personnel occasionally handles minor problems to expedite service to the residents, such as unlocking doors, resetting electric circuit breakers, shutting water faucets off, etc. There is no intent to do maintenance work per se.

11.4 Callback. An employee who is called back by the Employer to work after he/she has left the job following a regular shift, shall receive a minimum of two (2) hours of overtime at time and one-half (1 1/2). Call back sign-up sheets will normally be prepared and circulated at the regular Monday meeting, the rotation thereof will last for one week and the Director of Facilities will contact employees utilizing this list.

When a call back is required, the employee called will be based on the following:

1. Next up on the rotation schedule
2. Classification primarily responsible for the work needed. When all employees of the primary classification have been called but cannot respond the next most qualified classification will be called according to the next up on the rotation schedule.

The Employer shall attempt to contact an employee by making at least one phone call to the number provided by the employee for this purpose. The Employer may go to the next employee if the attempted call is not answered, the line is busy, the employee is not available, a recording or message center comes on, or if the employee is contacted but refuses the callback opportunity. The employee has the right of refusal without reprisal. An employee may request to be removed from the callback list either temporarily or permanently.

11.5 Work Orders. The Employer agrees to assign all work orders fairly and without employee bias. The Employer may assign work orders based upon the requirement of a work order, the knowledge and skills of specific employees, or the geographic location of the work. The Employer will make reasonable effort for all work orders to be in writing. Employees, as of the date of this Agreement, who are not currently assigned to a specific building will not be involuntarily assigned on a permanent basis to a specific building or development.

11.6 Rest Periods. Employees shall receive a rest period of fifteen (15) minutes during each four (4) hour period of work. Such rest periods shall be scheduled as nearly as practical during the middle of each shift. Any employee working more than two (2) hours of overtime shall receive a fifteen (15) minute rest period. An additional rest period shall be received each two (2) hours thereafter between unpaid lunch periods described in Article 11.7. An employee required, in writing, to wear a beeper during rest breaks will be paid for the rest breaks, at the rate on one and one-half (1 1/2) the employee's regular rate of pay.

Any activities the employee wishes to do must be contained within the stated fifteen (15) minutes, including travel to and from a location other than the assigned work location. It is anticipated that employees may be in a situation that necessitates a longer break time. Such situations must be discussed with the Facilities Director or the lead worker prior to taking a break if possible or as soon as possible after the lengthened break period.

It is also understood that employees may be traveling to a different location for legitimate Employer business and choose to take the rest period at the second location in which case the employee will not be required to count the travel time in the allotted fifteen (15) minute break time.

11.7 Meal Period. Employees shall receive an unpaid meal period of not less than one-half (1/2) hour to be scheduled as near the middle of the shift as is practical. Employees working three (3) or more hours longer than a normal work day shall be allowed a thirty (30) minute unpaid meal period prior to or during the overtime period. When an employee is required by the Employer to remain on duty on the premises or at a specific work site, meal periods shall be paid by the Employer. An employee required, in writing, to wear a beeper during a meal breaks will be paid for the meal break, at the rate on one and one-half (1 1/2) the employee's regular rate of pay.

11.8 Clean Up Time. Employees will be allowed adequate time before lunch and also at the end of the shift to clean up. If an unforeseen occurrence causes the employee to need additional clean up time, the supervisor or lead must be informed as soon as possible.

## **ARTICLE 12 - CLASSIFICATIONS AND RATE OF PAY**

12.1 Wage Schedule. Appendix "A", attached hereto and made a part of this Agreement, is the wage schedule that shall be effective on July 1, 2006. The following conditions shall determine the amount of future increases:

- A. Effective 07/01/07 wage and salary tables shall be increased by an amount that is equivalent to 80% of the CPI-U for the Seattle-Tacoma-Bremerton area, limited to a maximum increase of 4% but not less than 1.5%.

- B. Effective 07/01/08 wage and salary tables shall be increased by an amount that is equivalent to 80% of the CPI-U for the Seattle-Tacoma-Bremerton area, limited to a maximum increase of 4% but not less than 1.5%.
- C. For each salary increase under A. and B. above, the annual percentage change in the CPI-U for the Seattle-Tacoma-Bremerton area shall be for the annual period ending the previous December 31.

12.2 Job Description. The Employer will furnish the Union with job descriptions for all classifications in the bargaining unit including modifications and revisions thereto. The Employer will review and update these job descriptions periodically so that the descriptions accurately reflect the work being performed. The Employer agrees to notify the Union of any new classifications covered by this agreement.

12.3 Classification of Positions. The Employer agrees to give titles to positions which most clearly indicate the nature of the work performed and will place these positions in the same pay group of other comparable positions. Any employee may request of supervision annually that the employee's employment status or job classification be reviewed.

12.4 Working in Higher Classifications. Any employee who is required to perform the work of a higher classification for three (3) hours—or more shall be paid for the time worked at the higher classification rate of pay. Work in a higher classification shall not exceed four (4) calendar months. If the work performed in the higher classification does exceed four (4) calendar months, the job shall be posted unless there is some written arrangement caused by unusual circumstances. In the absence of a Lead, an employee shall seek direction from the Facilities Director.

12.5 Premium Pay for Asbestos Work. Any employee required to remove, repair, and/or encapsulate asbestos materials shall hold a current asbestos training certificate. These certified employees shall receive a premium of seven percent (7%) above their regular hourly wage for the performance of such duties. The Employer shall provide all equipment, materials and health screenings necessary to comply with all Federal and State laws.

12.6 Uniforms. The Employer will pay for uniforms the employees are required to wear while on duty, excluding maintenance of uniforms. Uniforms will be replaced as a result of wear and damage in the normal course of the employees fulfilling their job requirements. Uniforms are not intended for personal use.

12.7 Safety Gear. The Employer shall purchase safety gear for employees when requested on the following schedule:

Safety boots/shoes	Every 36 months
Soft side Safety Shoes	Every 12 months
Foul Weather Gear	As needed

12.7.1 Earlier replacement as needed due to wear or damage resulting from normal usage can be requested and must be approved by the Facilities Director prior to purchase.

**ARTICLE 13 - HOLIDAYS**

13.1 Paid Holidays. The following holidays shall be granted with regular pay by all permanent full-time and permanent part-time employees:

New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday following Thanksgiving Day
Christmas Day	December 25
Day set during Christmas Season	Variable
One (1) Floating Holiday	Used at the employee's discretion (see Section 13.1.1)

13.1.1 Floating Holiday. Floating holidays shall be non cumulative and must be used by December 15 of the year in which it is accrued. It is to be used only in full shift increments.

13.2 Holiday Pay. Any permanent employee required to work on a holiday shall be paid one and one-half (1 1/2) times the regular rate of pay plus the employee's regular pay for holidays.

13.3 Holiday Observed. In the event a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday. If a holiday falls on a Sunday, the succeeding Monday shall be observed.

13.4 Other Holidays. Other holidays in conformity with state or local government observances may be authorized by the Executive Director.

13.5 Prorated Holiday Pay. Permanent part-time employees assigned less than full time shall be granted those holidays that fall within their work year, prorated as to hours worked.

13.6 Eligibility For Holiday Pay. An employee eligible for holiday pay must be present the work day before and the work day following the holiday in order to be eligible for payment for the holiday, unless the Employer approves the absence in advance of the holiday eligibility time-lines. Further, it is agreed that the Employer shall pay holiday pay if an employee is on approved leave as defined by the terms and conditions of this Collective Bargaining Agreement.

**ARTICLE 14 - ANNUAL LEAVE**

14.1 Accrual Schedule. Permanent full-time and permanent part-time employees shall earn paid annual leave in accordance with the following schedule:

Years of service Completed as of January 1	Total Vacation Days For 12 Months Service	Hours Earned Monthly	Hours Earned Per Pay Period
0	*	8.00	4.00
1	13	8.66	4.33
2	14	9.34	4.67
3	15	10.00	5.00
4	16	10.66	5.33
5	17	11.34	5.67
6	18	12.00	6.00
7	19	12.66	6.33
8	20	13.34	6.67
9	21	14.00	7.00
10	22	14.66	7.33

\*Tenure credit will not be earned in the first calendar year of employment unless the period served was for six (6) months or more, in which case, one full day leave shall be granted in the following January.

14.2 Part-Time Employees. Permanent part-time employees who are scheduled to work 1040 hours or more during the year shall be entitled to receive paid annual leave per the full time employee schedule prorated, as to hours worked.

14.3 Accrual Calculation. Annual leave rights enumerated above shall be based upon calendar year and an employee shall receive the regular rate of pay which said employee would normally be paid.

14.4 Years of Service. Years of Service shall mean continuous service as a paid employee of the Employer to include paid annual leave and paid sick leave. An employee on Industrial Accident/Illness being paid on a continuous basis with a portion of sick leave shall be considered on sick leave, and shall be eligible for years of service credit.

14.5 Annual Leave. After six (6) months of continuous employment, employees may request and take annual leave to the extent that they have already earned such days.

All personnel will schedule their requested annual leave with their Supervisor for the entire year (April 1 through March 31) no later than March 31 of each year. The Employer will provide written notice of approval of annual requests no later than April 15. Conflicts will be resolved on the basis of seniority. Employees failing to schedule their annual leave by March 31 will be subject to the limitations listed below.

Approval by the Employer of all annual leave requests shall be subject to the Employer's determination of workload requirements. Approval will not be unreasonably withheld.

When the number of vacant units is under ten (10), two employees in the same position may be allowed to take leave for a maximum of two days. Should the number of vacancies exceed ten (10), only one employee in each position will be allowed leave, even though the leave may have been scheduled and approved prior to this time, unless extenuating circumstances exist to cause a waiver to this requirement on a case by case basis.

There will be one annual leave calendar posted in the shop.

#### 14.5.1 Requests received after March 31

Requests received after March 31 will be considered on a first come first served basis subject to work requirements. Usage of annual leave must be scheduled in advance.

##### 14.5.1.1 Leave for longer than 5 days submitted after March 31

A written request for annual leave of longer than five (5) consecutive days duration will be considered according to Article 14.11 if the request is received at least fifteen (15) calendar days prior to the first day of the requested leave. Written response to a request for leave will be provided within three (3) working days following receipt of the leave request.

If the employee requests annual leave of longer than five (5) consecutive days duration that was not submitted at least fifteen (15) calendar days in advance of the requested leave start date, every effort will be made to respond as soon as practical.

If the leave is requested for less than three (3) working days in the future, the employee must communicate the request directly to the Director of Facilities or designee to receive approval.

##### 14.5.1.2 Leave for 5 days or less submitted after March 31

A written request for annual leave of five (5) consecutive days or less must be responded to in writing three (3) working days following receipt of the leave request. If the leave is requested for less than three (3) working days in the future, the employee must communicate the request directly to the Director of Facilities or designee to receive approval.

#### 14.5.2 Minimum Annual Leave

The minimum annual leave allowed to be taken shall be two (2) hours, or in the case of part time employees, one-half of a normal shift.

14.6 Tenure Credit. When service performed during the first and/or last year of employment was for less than a full calendar year, no tenure credit shall be awarded for that year unless the period served was for six (6) or more months, in which case credit shall be awarded for the full year.

14.7 Temporary and Seasonal Employees. Temporary and seasonal employees may be granted leave, but shall not earn paid annual leave during the period of temporary employment.

14.8 Annual Leave Accrual. The amount of annual leave not used and accumulated by any employee at the end of any calendar year or upon retirement shall not exceed thirty (30) working days. Any unused annual leave beyond this maximum shall be forfeited.

14.9 Weekends/Holidays. Saturdays, Sundays, and authorized holidays occurring during the employee's period of absence shall not be counted as annual leave taken.

14.10 Annual Leave Pay Out. Employees are encouraged to take annual leave at regular intervals each year. In the event accumulated annual leave has not been used prior to termination or death the employee or the estate shall be paid therefore at the rate of pay for the position held on the termination date. (See Article 15.6)

14.11 Leave Approval. The Director of Facilities or designee shall approve the length of the leave period. When employees request the same leave period the approval shall be based on seniority.

14.12 Inclement Weather. Employees are expected to report to work if at all possible. If weather conditions make driving hazardous, the employees are expected to call in.

In the event employees are unable to report to work as scheduled, annual leave will be used. If the employee has no annual leave, leave without pay will be granted. If an employee fails to call in when it was possible to do so, the employee will be subject to leave without pay during the period of time the employee is absent due to inclement weather. Employees absent on leave without pay as described in this Section may be requested by the Employer to work on designated weekends at straight time to make up for the time missed due to inclement weather.

#### **ARTICLE 15 - SICK LEAVE, BEREAVEMENT LEAVE, AND JURY DUTY**

15.1 Use of Sick Leave. Any employee shall be authorized to use accumulated sick leave, as hereinafter provided, for the following reasons:

A. Personal illness or injury of the employee; medical, dental, optical, chiropractic, or podiatric examination/care; preventive health care, or treatment by other licensed health care practitioners;

B. Enforced quarantine in accordance with health regulations;

C. Illness or injury to persons living with and dependent upon the employee, provided that such care is necessary in the judgment of a physician or chiropractor.

D. Employees will exercise discretion in scheduling doctor appointments. Normally, such appointments should be scheduled at times during non-work hours.

E. The Employer may, if the absence is over three (3) days duration or in the event the employee presents a pattern of regular, excessive, or unusual absences, require certificate and proof of the disability from the employee's doctor or licensed health care practitioner.

F. Supplemental compensation when an employee is receiving benefits under worker's compensation insurance, up to the amount of the employee's normal rate of pay.

15.2 Permanent Full-Time Employee Sick Leave Earned. Cumulative sick leave with pay for permanent full-time employees shall be earned at the rate of 8.67 hours of sick leave per month for a 40 hours per week schedule to a maximum of one hundred and twenty (120) days.

15.3 Part-Time Employee Sick Leave Earned. Cumulative sick leave with pay of 8.67 hours per month worked shall be earned by permanent part-time employees per the full time employee accrual rate, prorated as to hours worked, to a maximum of one hundred and twenty (120) prorated working days.

15.4 Minimum Use. The minimum absence taken and charged as sick leave shall be one (1) hour and thereafter shall be deducted in increments of one (1) hour or more.

15.5 Administrative Leave. A permanent full time employee who must receive care related to the recovery and/or rehabilitation of an approved worker's compensation injury and such care must be obtained during working hours, shall be authorized absence for up to two (2) hours. With proof of attendance, such an authorized absence shall not be charged against sick leave.

15.6 Retirement/Disability/Death/Resignation Cash Out.

15.6.1 Upon Retirement or Permanent Disability, the employee shall be entitled to a credit equal to twenty-five percent (25%) of the accumulated sick leave value up to a maximum accrual of one hundred and twenty (120) days. The employee will be paid a lump sum based upon the employee's current rate of salary. In the case of death of the employee, the employee's estate shall receive a lump sum payment equivalent to the above formula.

Any employee who utilizes this benefit during the life of this Agreement may cash out a maximum of 240 hours of combined unused sick leave as well as unused vacation. Any accrued vacation days which, when combined with the available number of unused sick leave days, exceed the 240 hour limitation, may be taken as vacation prior to retirement and shall not under any circumstances be credited in such a way as to increase that employee's retirement benefits in a manner that requires additional payment by the Employer.

15.6.2 Upon Resignation, if the employee gives at least two weeks written notice, the employee shall be entitled to a credit equal to twenty-five percent (25%) of the accumulated sick leave value up to a maximum accrual of one hundred and twenty (120) days. The employee will be paid a lump sum based upon the employee's current rate of salary. In the case of death of the employee, the employee's estate shall receive a lump sum payment equivalent to the above formula.

Any employee who utilizes this benefit during the life of this Agreement may cash out a maximum of 240 hours of combined unused sick leave as well as unused vacation. Any accrued vacation days which, when combined with the available number of unused sick leave days, exceed the 240 hour limitation, may be taken as vacation prior to retirement and shall not under any circumstances be credited in such a way as to increase that employee's retirement benefits in a manner that requires additional payment by the Employer.

If an employee fails to provide two weeks written notice of resignation, the sick leave payout provisions of this section will not apply. If the employee gives two weeks notice and the Employer makes the date earlier than the effective date specified by the employee, the provisions of this section will apply.

15.6.3 Upon Layoff, the employee shall be entitled to a credit equal to twenty-five percent (25%) of the accumulated sick leave value up to a maximum accrual

of one hundred and twenty (120) days. The employee will be paid a lump sum based upon the employee's current rate of salary.

Any employee who utilizes this benefit during the life of this Agreement may cash out a maximum of 240 hours of combined unused sick leave as well as unused vacation. Any accrued vacation days which, when combined with the available number of unused sick leave days, exceed the 240 hour limitation, may be taken as vacation prior to retirement and shall not under any circumstances be credited in such a way as to increase that employee's retirement benefits in a manner that requires additional payment by the Employer.

15.6.4 Upon Termination for Cause from the Everett Housing Authority the employee will not be entitled to sick leave benefits delineated in this article.

15.7 Court Attendance. Employees called to jury duty shall be granted absence for the time required. Employees subpoenaed to attend court may be granted such absence.

Employees so called shall immediately notify their supervisor and when possible furnish a statement of the anticipated duration of such service. In case of such absence the employee must submit a certificate from the Court Clerk indicating the time spent and the amount of compensation received for the service; which amount, excluding mileage paid, shall be deducted from the employee's salary.

Employees shall be expected to report to work as soon as possible preceding and/or following the specific hours of court attendance.

15.8 Bereavement Leave. In the event of a death in the immediate family of an employee, that employee shall be granted up to five (5) days leave with pay.

In the event the employee is the personal representative or is the trustee of the estate of the deceased, the Employer may grant an additional three (3) days of paid bereavement leave. Proof of such assignment will be required in order to receive the additional days.

The term "immediate family" shall include:

1. Spouse or domestic partner, children of employee, or children of spouse or domestic partner;
2. Mother, father, brother, sister;
3. Grandparents and grandchild of employee or
4. Any relative living in the immediate household of the employee.

In the event of a death of other relatives of the employee or other relatives of the employee's spouse (or domestic partner) not defined as immediate family, a maximum of one (1) day's paid leave may be taken. Three (3) hours sick leave may be taken for the purpose of the funeral or memorial service of a friend or co-worker, four (4) hours may be taken if the distance is more than 20 miles from the Employer's premises.

15.9 Family Leave Act. Family leave will be granted in compliance with RCW 49.12.265-295 as follows:

Employees may use sick leave or other paid time off to care for spouse, parents, parents-in-law, grandparents who have a serious or emergency health condition, children under the age of eighteen (18) with a health condition that requires treatment or supervision, and children over the age of eighteen (18) years with a mental or physical disability either permanent or temporary.

## ARTICLE 16 - LEAVES OF ABSENCE

16.1 Leave Without Pay. A leave of absence without pay entitles an employee to immediate reinstatement to the vacated position and shift without loss of seniority. Such leaves will be granted at the discretion of the Executive Director.

16.2 Temporary Medical Disability. A leave of absence without pay or benefits may be granted for up to six (6) months for temporary medical disability reasons, including pregnancy-related disability, without loss of seniority. Any requests for an extension to this leave will be considered by the Employer and may be granted on an individual basis pursuant to verified medical need.

16.3 Family Leave. Family leave will be granted in compliance with the federal Family Leave Law as follows:

A. The employee must have worked 1,250 hours during the previous twelve months.

B. The employee will be entitled to twelve weeks leave during any twelve months for any of the following circumstances:

1. Due to the addition of a newborn, adopted or foster child to their immediate family.
2. If needed to care for a spouse, child or parent with a serious health condition which requires hospitalization or continuing out-patient treatment by a health care provider.
3. To provide self care for a serious health condition if unable to perform the essential functions of their job.

C. The employee must first utilize their sick leave, then their annual leave, except for forty (40) hours and then unpaid leave.

D. None of the provisions are intended to be gender specific nor will any sexual discrimination result from usage thereof.

E. While an employee is on Family Leave there will be no loss of benefits.

F. Should the employee terminate and not return to work, the Employer may recover the accrued benefit retroactively to the last day worked.

G. Leave needs which can be anticipated such as birth, adoption, medical care, etc. must be scheduled fourteen (14) days in advance. Reasonable effort must be made to schedule treatments during non-working hours. Leave may be denied for lack of reasonable notice.

H. The Employer will require confirmation by the medical provider as to need initially and may require periodic reporting of status and intent. The Employer may require a second medical opinion by a provider chosen by the Employer at the expense of the Employer.

16.4 Military Leave. An employee who leaves the Employer to enter military service in time of war or national emergency declared by the President, or by reason of having a military or National Guard commitment, shall be carried on the Employer rolls in an inactive status. Upon return from military service, the employee shall be entitled to be reassigned to the position held at the time the employee was placed in inactive status or to another position equally acceptable

to the employee and the Employer. Employees will be allowed leave without pay for military service which does not exceed a period of one (1) calendar month.

16.5 Extended Absence. When an employee has used all accumulated sick and annual leave and it appears that the employee probably shall be able to return to work within the reasonable future the Employer may grant an extension of absence.

16.6 Industrial Accident/Illness. For a period of absence from work due to injury or occupational disease resulting from an employee's employment with the Employer, the employee shall file a claim for industrial compensation.

The Employer agrees to prorate an employee's sick leave, at the employee's request, to supplement industrial insurance compensation so that both combined will equal the employee's regular salary. This shall begin as of the first (1<sup>st</sup>) day of absence from work. If the employee requests, annual leave may be used upon exhaustion of any accrued sick leave.

Any employee who qualified under industrial insurance shall be granted up to twelve (12) months leave from the date of injury and/or illness under a doctor's order, as justified for recovery from injury and/or illness causing said qualification.

16.7 Emergency Leave. One (1) day per emergency up to three (3) occurrences per year of the Annual Leave may be used as emergency leave. For emergency leave to be taken:

A. The problem must have been suddenly precipitated and/or of such a nature that pre-planning could not relieve the necessity for the employee's absence; and

B. the problem cannot be one of minor importance or of mere convenience, but must be of a serious nature; and

C. mechanical problems (other than accidents) are not valid reasons for emergency leave; and

D. emergency leave cannot be in lieu of sick leave, or other leave provisions; and

E. the problem cannot be connected with or an extension of any other leave provision.

16.8 Leave Sharing. The following provisions shall govern the leave sharing program:

1. The purpose of this program is to permit employees, at no significantly increased costs to the Employer of providing sick leave, to come to the aid of a fellow employee who is on industrial insurance which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment.

2. Employees having more than ten (10) days of sick leave may share without remuneration and in increments of one day up to six (6) days per year of their accumulated days with another employee in the bargaining unit who is in a situation as described in 1 above in accordance with the following schedule:

Accumulated Days	Shared Days
11-20	1
21-30	2
31-40	3
41-50	4
51-60	5
61+	6

3. Employees receiving such leave sharing benefit must have exhausted their accumulated sick leave, and any other paid leave benefits available to them.

4. While an employee is on leave transferred under this program, the employee shall be classified as an employee and receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued annual leave or sick leave.

5. Employees volunteering to participate in this program will complete a form requesting "Transfer of Sick Leave for Illness, Injury and Emergency" and submit it as requested on said form.

16.9 Vacation Leave Sharing Policy. The "Gift of Vacation Leave" policy currently in effect at the time this Agreement is executed will remain in effect throughout the life of this Agreement.

16.10 Union Leave. An unpaid leave of up to three (3) days per contract year will be granted for Union business to one employee.

#### ARTICLE 17 - HEALTH BENEFITS

17.1 Medical & Dental Benefits. During the term of this Agreement, the Employer shall maintain for all permanent full-time employees and their family members (children and spouse) not to exceed the pre-paid family medical, family dental coverage rates as noted below. For each year the Employer will apply an annual increase to its contribution no greater than the Seattle Metropolitan Area Consumer Price Index (CPI) plus three percent (3%).

Effective July 1, 2006, bargaining unit members will pay the difference (determined by the category selected) between the Rate Quote and the Employer Paid Base Rate.

The Employer Paid Premium and the employee paid premium as of February 1, 2006 for Medical Insurance and Dental Insurance:

<u>Medical Insurance Coverage</u>	<u>Employer Paid Premium</u>	<u>Employee Paid Premium</u>
Employee	319.49	136.23
Employee & Spouse	670.31	346.66
Employee, Spouse & Dependents	1,000.09	394.36
Employee & Dependents	650.64	182.56

<u>Dental Insurance Coverage</u>	<u>Employer Paid Premium</u>	<u>Employee Paid Premium</u>
Employee	39.59	0.00
Employee & Spouse	82.07	0.00
Employee, Spouse & Dependents	129.62	0.00
Employee & Dependents	87.15	0.00

The Employer paid Base Rate shall be adjusted as determined under paragraph one of Section 17.1. The scheduled adjustments under this contract will be effective upon renewal of the group insurance policy for the 2007 and 2008 benefit years.

17.2 Part-Time Eligibility. Permanent part time employees who work twenty (20) hours or more per week shall be eligible to receive the same benefits as permanent full-time employees prorated based on the hours assigned to be worked.

17.3 Selection of Medical & Dental Carriers. Medical and dental insurance coverage shall be selected by using the following procedures:

- A. The Employer has the option of renewing the annual coverage without conferring with the Union, provided that there is either no change in covered benefits or no increase in the cost of premiums paid by employees that would exceed twenty dollars (\$20.00) per month per employee for eight (8) or more Everett Housing Authority employees.
- B. In the occurrence of either of the changes described in paragraph A above, the Employer shall:
  - a. Obtain not less than three (3) quotes for insurance plans through a broker selected by the Employer, one of which shall provide coverage within the cost limitations set forth in Section 17.1 of this Agreement.
  - b. Review the quotes received for insurance coverage with the Union Representative prior to presentation to the employees for their consideration.
  - c. Present the plans to all of the employees of the Employer, who, by majority vote, shall select the applicable plan(s) for medical and dental insurance coverage for all employees of the Employer.

17.4 Unpaid Leave. When an employee is on unpaid leave, the employee may continue to participate in the medical benefits, subject to the carrier's policies, and the submission of monthly premiums by the employee to the Employer.

17.5 Life, Accidental Death and Dismemberment. Life, Accidental Death and Dismemberment coverage to be provided for the employee in the amount of the annual salary level, to a maximum of 2080 hours per calendar year and to the employee's eligible family members to the extent approved by the Board of Commissioners.

17.6 Long Term Disability. During the term of this agreement, the parties will meet and confer to investigate Long Term disability coverage.

## **ARTICLE 18 - JOB VACANCIES AND BID PROCEDURE.**

18.1 Posting. When vacancies or new positions occur, notice shall be posted internally on the official Union bulletin board for seven (7) working days simultaneously with external posting. All postings shall contain a job title, job description and the work location of the position in question. All internal candidates will receive an interview if they meet the minimum qualifications for the position and pass any practical tests relevant to the position. The Employer will give first consideration to promote from within prior to hiring from the outside.

18.2 Procedure. An employee desiring to bid on a position so posted shall submit an application prior to the time of closing on the posted position. All internal candidates who are not granted the position shall receive a letter from the Employer giving them the reasons he/she was not selected.

18.3 Procedure of Employees on Leave. Any employee on an authorized leave of absence or on extended sick leave who has given the Employer written notification of an interest in certain types of positions, shall be mailed a copy of the posting at the time it is posted, provided that the employee notifies the Employer of any change of address.

18.4 Trial Period. All promoted employees shall be given a one hundred twenty (120) work day trial period during which time they shall be formally evaluated. Failure of the employee to meet the job requirements may cause the employee to be returned to the employee's former position.

## **ARTICLE 19 - EVALUATIONS**

19.1 Annual Evaluations. Employee will be formally evaluated by their immediate supervisors. All employees will be evaluated annually. Evaluations shall be discussed with the employee. A copy of the evaluation shall be given to the employee. If the employee desires to submit a written statement responding to the evaluation, such statement shall be placed in the employee's personnel file.

19.2 Criteria. In evaluating employees, the Employer will use consistent criteria and standards which are directly related to the employee's job duties.

19.3 Improvement Plan. In the event that an evaluation indicates that an employee has serious performance deficiencies in one or more areas of the evaluation, the evaluator, after consulting with the employee, shall develop a written plan to assist the employee in improving the employee's effectiveness in the deficient areas. Failure of the employee to substantially improve the employee's performance during the subsequent evaluation period may cause the employee to be disciplined.

## **ARTICLE 20 - OCCUPATIONAL HEALTH AND SAFETY**

20.1 Safe and Healthful Workplace. The Employer will maintain a safe and healthful workplace in compliance with all Federal, State and Local laws applicable to the safety and health of its employees. Employees are not required to enter or proceed with repairs in any unit that they feel could endanger their

health. The Employer will provide a form and procedure for the reporting of unsafe conditions and/or units.

20.2 Safety Committee. The Employer and employees shall appoint a minimum of two (2) Union employees to the Employer's Health and Safety Committee to assure that Union concerns can be addressed as they relate to health and safety.

20.3 Hazardous Work. If an employee has reason to believe that abnormal conditions make completion of a job assignment hazardous, the employee must immediately or as soon as reasonably possible, advise the Supervisor in writing, of any unsafe equipment or conditions of work. The Supervisor will investigate and, if necessary, correct any work condition reported as hazardous by the employee.

20.4 Infectious Disease Training. The Employer will provide up to eight (8) hours of infectious disease control training for each employee required to perform duties which may put the employee at risk from infectious diseases. When performing duties which may put the employee at risk, the Employer will provide proper protection i.e., gloves and/or masks, and it will be the employee's responsibility to utilize the protective wear. Each employee will be allowed ample time to clean tools and/or any equipment that may be contaminated.

20.5 Smoke Free Environment. Smoking is prohibited while working and during work hours other than during breaks or while attending a conference or training session. Smoking is prohibited within the Employer's buildings and vehicles, except while a guest in an occupied unit.

## **ARTICLE 21 - TRAINING AND TRAVEL**

21.1 Educational Opportunities. Employees shall be encouraged to pursue educational opportunities in subjects related to their job performance.

21.2 New Equipment Training. When it is deemed appropriate and possible, employees will have the opportunity to receive appropriate training when new equipment, procedures, and/or areas of responsibility are introduced.

21.3 Request for Training. Employees are encouraged to notify the Director of Facilities when they believe that they require training in order to perform their duties or to enhance their skills.

21.3.1 Employees may request to attend a specific training. They must document the reason(s) for the training and the benefit to the agency.

21.3.2 Management will determine the training needs in consultation with the employee and determine the best method to provide the needed training.

21.4 Expenses. Actual and reasonable travel expenses shall be paid for subsistence and associated costs pertinent to the performance of Employer business on authorized trips. Where required, the employee shall submit all necessary receipts for reimbursement.

**ARTICLE 22 - WORK STOPPAGE**

22.1 The Union and its members shall not encourage, nor participate in any way with a work stoppage that may affect the Employer during the effective dates, and/or any extended dates of this contract.

**ARTICE 23 - SUBCONTRACTING**

23.1 No employee shall have his/her job down-graded or lose normal hours of work because of the Employer's sub-contracting practice.

**ARTICLE 24 - DURATION**

24.1 This Agreement shall remain in full force and effect from July 1, 2006 to June 30, 2009. This Agreement may be reopened at any time during its term upon mutual consent of the parties in writing.

The parties agree that they will reopen this Agreement prior to February 1, 2009 to negotiate the contents of this Agreement.

SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 925

EVERETT HOUSING AUTHORITY

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

**APPENDIX "A"**

POSITION	RATE Of Pay as of 07/01/06
Lead #IV	30.33
Lead #I	27.19
Maintenance Mechanic	25.72
Lead #II	24.37
Painter	22.79
Maintenance Laborer	22.34
Groundskeeper II	20.17
Maintenance Custodian II	20.09
Maintenance Custodian	17.23
Groundskeeper	14.59
Entry Level Mower	13.57
Office Janitor	13.47