

COLLECTIVE BARGAINING AGREEMENT

Between

BELLINGHAM HOUSING AUTHORITY



And

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 925



January 1, 2024 – December 31, 2028

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**2024 - 2028 Agreement between
Bellingham Housing Authority & SEIU Local 925**

PREAMBLE

This Agreement is made and entered into by and between the Bellingham Housing Authority of Bellingham, Washington, hereinafter referred to as "Employer" or "Housing Authority", and the Service Employees International Union, Local 925, hereinafter referred to as the "Union".

The purpose of this Agreement is to set forth the understandings reached between the parties with respect to wages, hours of work, and other conditions of employment for employees of the Employer who are represented by the Union as set forth herein.

In accordance with the provisions of the Public Employees Collective Bargaining Act (RCW 41.56) and regulations promulgated pursuant thereto, and in consideration of the mutual covenants contained therein, the parties agree as follows:

ARTICLE 1: RECOGNITION AND BARGAINING UNIT

Section 1.1: RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative for all employees in two (2) specific and separate bargaining units: (a) Administrative Staff and, (b) the Custodial-Maintenance unit.

Section 1.2: BARGAINING UNIT

The bargaining units to which this Agreement is applicable shall be all those who perform work as administrative and technical employees of the Housing Authority and all those who perform work as custodial and maintenance employees of the Housing Authority. The parties understand that all other employees of the Housing Authority are excluded; including all, confidential, managerial, supervisory, on call/temporary and contracted employees.

ARTICLE 2: MANAGEMENT RIGHTS

It is agreed and understood that the Employer has the right to operate and manage the Authority, including, but not limited to: the right to require standards of performance; to direct employees; to determine job assignments; to determine equipment to be used; to determine staffing requirements and whether the whole or any part of the Employer's operations shall continue to operate; to select and hire employees; to promote and demote employee; to discipline and discharge

employees for just cause; to lay off employees due to insufficient funds or lack of work; to promulgate rules, regulations and policies, provided that, such rights shall not be exercised so as to violate any of the specific provisions of this Agreement.

ARTICLE 3: APPROPRIATE MATTERS FOR CONSULTATION AND NEGOTIATION

Section 3.1: NEGOTIATIONS

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

CPI Data: It is agreed that the parties shall use October of the previous year to October of the current year. This will be for discussion purposes only and does not serve as a guarantee of any increase.

Section 3.2: CONSULTATION

The parties agree that policies and procedures relating to wages, hours and working conditions, not covered under Section 3.1 above are appropriate matters for consultation and comment by either party.

Section 3.3: NEW CLASSIFICATIONS

The Housing Authority agrees to advise the Union, in writing, of the establishment of all new bargaining unit classifications not currently covered under the Agreement. The Housing Authority further agrees to negotiate with the Union all wages and hours of the new classification(s). The Housing Authority agrees to fill the new classifications according to the job bid procedure contained in this Agreement. In the event the Housing Authority and the Union cannot reach agreement, the parties will request the assistance of a mediator from the Public Employment Relations Commission to assist them in their efforts.

Section 3.4: LABOR/MANAGEMENT COMMITTEE

A committee consisting of up to four (4) representatives of the Union designated by the Union and representatives of the Housing Authority shall meet at least three (3) times each year at a time mutually agreed upon, to discuss matters of mutual concern. Up to two hours per person shall be paid by the Housing Authority for each meeting attended. Employees are responsible to arrange their schedules so that they are off duty. There will be Co-Chairs; one from management and one from the Union and the agenda will be jointly developed by the Co-Chairs for each meeting.

Section 3.5: ATTENDANCE AT BOARD MEETINGS

Upon receipt of a written notice received at least two days prior to the meeting, the Employer will release one Union designated member of the bargaining unit to attend a Housing Authority Board meeting. The Employer will bill the Union for the time spent at the meeting at the employee's individual hourly rate.

ARTICLE 4: CONDITIONS OF EMPLOYMENT

Section 4.1: NON-DISCRIMINATION

The Employer and the Union agree that there shall be no discrimination against any employee or applicant because of Union membership or activity, race, color, creed, religion, sex or sexual preference, political affiliation, age, marital status or the presence of any sensory, mental or physical disability provided that the job duties may be performed efficiently by an individual without danger to the health or safety of the disabled person or others.

Section 4.2: PROBATION PERIOD

Each new hire shall remain in a probationary status for a period of not more than six (6) months following the date of hire during which time the Employer has authority to terminate without showing just cause. Employees shall receive a written evaluation after ninety (90) days and again after one hundred and eighty (180) days of probation. Regular status shall be granted after successful completion of the probationary period.

Section 4.3: PERFORMANCE OF DUTIES

No employee shall strike or refuse to perform his assigned duties to the best of his/her ability during the term of this Agreement. Except for safety concerns, the Union will not cause nor condone any strike, slow-down, or other interference of the normal operations of the Housing Authority. Knowledgeable and willful violation of this Article by any employee shall result in appropriate discipline.

ARTICLE 5: DEFINITION OF EMPLOYEES

Section 5.1: FULL-TIME EMPLOYEES

Full-time employees are those who work thirty-six (36) hours per week.

Section 5.2: PART-TIME EMPLOYEES

Part-time employees are those who work less than thirty-six (36) hours per week on a permanent year-round basis of eighteen (18) hours or more per week.

Section 5.3: TEMPORARY EMPLOYEES

- a) Temporary employees are those who are hired for a period not to exceed ninety (90) days. Temporary employees may be utilized to fill in for regular employees who are absent or on leave, or to perform special, short-term assignments.
- b) No temporary employee will be used to perform bargaining unit work if any qualified full-time or part-time employees who have either had their hours reduced or their position eliminated make themselves available for temporary assignments.
- c) No temporary employee will be used to perform bargaining unit work beyond ninety (90) days that is deemed to be continuing and permanent.
- d) The Employer may use a temporary employee to cover for employees on approved leave, perform special, short term assignments that exceed the ninety (90) day requirement, noted above, provided the Employer meets and consults with the Union. Such exceptions may not exceed one hundred eighty (180) days without notifying and consulting with the Union, but shall not exceed three hundred sixty five (365) days total.

ARTICLE 6: UNION REPRESENTATION

Section 6.1: UNION REPRESENTATIVES/SHOP STEWARDS

Union Representatives/Shop Stewards shall be allowed to leave their place of work, after securing approval of their immediate supervisor, in order to be present with and represent any member, at the member's request, during disciplinary discussions between the member and the supervisor or other representatives of the employer. Provided further, that if the Union Representative/Shop Steward is not immediately available, or the Union Representative/Shop Steward's availability would affect his/her workload, said discussion between the employee and the Authority's designee shall be postponed up to three days until the Union Representative/Shop Steward may be present.

Section 6.2: WORK SITE VISITATION

Visitation rights shall be granted to designated representatives of the Union to visit with employees in the bargaining unit for purposes of grievance investigation and/or general information, provided that, such visits do not unduly interrupt the work of the employees visited. The visiting representative shall notify the Executive Director or his designee of his/her arrival. Normally, such visits will be conducted outside of the hours the Housing Authority is open to the public.

Section 6.3: RELEASE TIME

Established representative(s) selected by the Union to participate during mutually agreed times with representative(s) of the Employer in grievances, conferences or meetings, shall suffer no loss of pay as a result of such participation.

Section 6.4: BULLETIN BOARD

The Housing Authority shall provide an agreed upon bulletin board(s) in all work sites for use by the Union. Bulletins posted by the Union are the responsibility of the Shop Steward. Each bulletin shall be signed by the Union or Employer official responsible for its posting. All notices will be dated and initialed by the party posting the notice. Unsigned notices will not be posted. Normally, notices will be posted for not more than three (3) weeks. The responsibility for the prompt removal shall rest with the party who posted the notice. Shop Stewards will be responsible for the posting and removal of Union bulletins.

Section 6.5: UNION REPRESENTATIVES

The Union shall inform the Employer in writing of the names of its officers, who are appointed to represent it, which information shall be kept up to date at all times. Only persons so designated will be accepted by the Employer as representatives of the Union.

Section 6.6: UNION ACTIVITIES

Bargaining: The Employer will allow up to three employees chosen by the Union, to attend negotiations during business hours, except that the Employer retains the right to veto any one selection for purposes of work coverage. In the event of a veto, the Union may choose an alternate to attend. The Employer agrees to compensate these employees up to four hours for each negotiating session. Sessions that go beyond four (4) hours will be reimbursed by the Union. Negotiations shall be defined as time that the parties spend at the bargaining table, caucus time during the bargaining session, and one half hour preparation time prior to negotiations starting.

Union Representation Work: Employees who are Union officials or designated representatives shall be granted time off without suffering a loss of pay for investigating grievances and other union business as provided by Executive Director or designee.

Section 6.7: PUBLIC DISCLOSURE REQUEST ACT NOTIFICATION

For safety reasons, Employer agrees to notify SEIU Local 925 and the affected employee(s) when it receives a request for records or information containing personal information of bargaining unit members, as defined below, unless there is an available exemption that would protect the personal information from disclosure. Employer will provide such notice as soon as possible upon receiving the request, but in no event less than five (5) calendar days before the intended release date.

Notice will include:

- A copy of the request;
- A general description of the responsive non-exempt records;

- The actual date the employer intends to produce the non-exempt records unless it is served with a signed court order preventing disclosure.

Personal information includes: residential address, residential telephone numbers, personal wireless telephone numbers, personal electronic mail addresses, social security numbers, driver's license numbers, dates of birth, names of family members (including dependents and domestic partners), seniority date, union membership status.

Section 6.8: NEW EMPLOYEE ORIENTATION

Designated leaders and staff representatives shall have 30 minutes to meet on the job and on the clock with newly hired employees. Bargaining unit employees assigned to the union shall be released with pay for these 30 minutes, inclusive of travel time if necessary for meeting with the new employee.

ARTICLE 7: UNION MEMBERSHIP AND CHECK-OFF

Section 7.1: NOTIFICATION OF NEW HIRES

The Employer shall notify the Union (including the chapter President) of all new hires within five (5) working days prior to the new hire's first day of work, or as soon as practical, including name, home mailing address, job title, phone number, work email, work location, and hire date. At the time of hire, this Employer will notify the new hire a union representative will be scheduling a new employee orientation with them soon after hire.

Section 7.2: OPTION OF UNION MEMBERSHIP

All bargaining unit employees shall have the option of joining and maintaining membership in the SEIU925 upon employment with the Employer in a bargaining unit.

Section 7.3: UNION MEMBERSHIP REVOCATION

Union members requesting to revoke membership and membership rights in their exclusive professional advocacy organization shall make such request in writing to SEIU925, following the SEIU925 constitution and bylaws, and any and all relevant conditions, policies, and procedures. Providing such conditions are met, SEIU925 shall inform the Employer of such employee's non-member status consistent with the Notification of Status section of this Article.

Section 7.4: NOTIFICATION OF STATUS

On September 1 of each contract year SEIU925 shall provide a full and complete list of bargaining unit employees who are current members of SEIU925 to the Employer, and shall provide updates, additions, and/or other changes in membership status to the Employer thereafter.

Section 7.5: DUES AND COPE DEDUCTIONS

The Employer shall deduct Union dues or Union COPE contributions from the pay of any employee who authorizes such deductions in writing pursuant to law. Payroll deduction authorization forms shall be submitted to the Employer from the Union showing the amounts to be deducted and the employee's signature. The Employer shall transmit all such funds to the Treasurer of the Union on a monthly basis. Employees may revoke their union deductions through the Employer no less frequently than once per year, the specific conditions for which will be provided by the Union.

Section 7.6: INDEMNITY AND HOLD HARMLESS

SEIU925 agrees to indemnify and hold harmless from all claims, demands, suits or other forms of liability that shall arise against the Employer for, or on account of, any membership dues or COPE deduction made from the pay of a bargaining unit employee.

Section 7.7: NON-INTERFERENCE

The Employer remains committed to its obligations under collective bargaining laws, including Chapter RCW 41.56. These commitments include recognition that it would be an unfair labor practice "to interfere with, restrain, or coerce public employees in the exercise of their rights guaranteed by this chapter" or "to control, dominate, or interfere with a bargaining representative." The Employer agrees to educate its staff on these obligations.

Section 7.8: AGENCY FEE RESTORATION CONTINGENCY

In the event there is a change in law or holding by a court of competent jurisdiction that allows for the withholding of dues or an equivalent fee as a condition of employment, the SEIU925 and the Employer agree to restore the union security and dues deduction provisions of the CBA currently in force. The parties agree to meet to bargain necessary changes to that language within thirty (30) days of the change in law or judicial holding.

Section 7.9: MONTHLY BARGAINING UNIT LISTS

The Employer will provide a monthly list after monthly payroll is completed (between the 15th and last day of each month) with the most up to date information regarding the status of each bargaining unit employee with the following information if provided to the Employer by the employee:

1. Spreadsheet 1 Employee Data: Employee ID, First Name, Last Name, Date of Hire, Department, Job Title, Work Location, Current FTE, Pay Rate, Home Address, Personal Phone, Cell Phone, Work Email,

Employment Status (Active, On Leave, Layoff, Separated), Date of Status Change

2. Spreadsheet 2 Dues Remittance: Employee ID, First Name, Last Name, Pay Period Hours Worked, Pay Period Gross Pay, Dues Deduction, COPE Deduction

ARTICLE 8: PAYROLL DEDUCTIONS

Section 8.1: AUTHORIZED DEDUCTIONS

Payroll deductions shall be authorized in writing.

ARTICLE 9: HOURS OF WORK

Section 9.1: WORK WEEK

The regular work week shall be four or five consecutive days, Monday through Friday, of regularly scheduled workdays of four (4) hours up to ten (10) hours per day totaling thirty-six (36) hours of work. The work week shall be defined for statutory overtime purposes as midnight Monday morning through Sunday 11:59 p.m.

Section 9.2: WORK DAY

The regular workday for the administrative unit shall commence at eight (8) AM and work consecutively scheduled hours to a total of four (4), nine (9), or up to ten (10) hours per day, depending on the daily schedule and work week configuration.

The regular workday for the maintenance unit shall commence at eight (8) AM and work consecutively scheduled hours to a total of four (4), eight and one-half (8.5), or up to ten (10) hours per day, depending on the daily schedule and work week configuration.

The regular workday for the custodial unit shall commence between six (6) AM and eight (8) AM and work consecutively scheduled hours to a total of four (4), eight and one-half (8.5), or up to ten (10) hours per day, depending on the daily schedule and work week configuration.

The regular workday for the grounds unit shall commence between seven (7) AM and eight (8) AM and work consecutively scheduled hours to a total of four (4), eight and one-half (8.5), or up to ten (10) hours per day, depending on the daily schedule and work week configuration.

Section 9.3: SCHEDULE CHANGES

Two (2) weeks' notice shall be given for any schedule changes, except in case of a temporary schedule change due to emergency. In case of emergency (fire, flooding, etc.), the Employer shall first attempt to cover necessary work with volunteers. If volunteers are not available, the Employer may temporarily change schedules with three (3) hour notice of a schedule change. (Note: existing custodial employees working on or before January 1, 2009, shall be grandfathered at their current schedule.)

Section 9.4: REST PERIODS

Employees shall be allowed an uninterrupted rest period of fifteen (15) minutes on the Employer's time for each four (4) hours worked. Rest period shall be scheduled as near as possible to the midpoint of the work period. No employee shall be required to work more than three (3) hours without a rest period.

Section 9.5: MEAL PERIOD

Administrative employees shall be allowed a meal period of one (1) hour, which shall commence no less than two (2) hours nor more than five (5) hours from the beginning of work. The meal period is not compensable as hours worked, unless the employee is required by the Employer to remain on duty.

Custodial-Maintenance employees shall be allowed a meal period of one-half (1/2) hour which shall be consistent with past practice.

Section 9.6: INNOVATIVE WORK SCHEDULES

Other schedules may be arranged which are contrary to the other provisions of this Article, provided that any such deviation shall be mutually agreed upon by the Employer and the employee concerned.

For informational purposes only, the Chapter President shall be notified by the Employer of any requests for a longer term (greater than one (1) month) innovative schedule and the final disposition of the request.

Either the Union or the Employer may add the disposition of an innovative schedule request to a labor management meeting agenda for discussion and review.

The parties agree that the time involved in attendance at occasional evening meetings will be recognized by adjustments in the regular daily schedule.

Section 9.7: OVERTIME

Employees will be paid one-and-one-half (1.5x) their regular rate of pay for hours worked in excess of forty (40) hours in a work week. An overtime volunteer sign-up sheet will be posted the first day of the week. Prior to assigning overtime, the Employer will consider volunteers from the sign-up sheet from the appropriate job

classification. Normally, the Employer will assign overtime work twenty-four (24) hours in advance.

There shall be no mandatory overtime or mandatory work beyond the work week, except in emergency situations. Normally, no employee will be required to work in excess of eight (8) hours beyond their work week ~~of overtime~~ in any one (1) week.

For the purposes of calculating overtime, the employer shall count hours worked and holiday hours. No other hours shall be counted for the purpose of calculating overtime.

Section 9.8: OVERTIME AT DOUBLE TIME

Overtime at double (2x's) the regular rate of pay shall be paid for any work performed on Sundays and contractually recognized holidays.

Section 9.9: SHIFT DIFFERENTIAL

Employees who work four or more hours approved and required by the supervisor outside of their regular work schedule will be paid a premium of fifty cents (50¢) per hour in addition to their regular hourly rate of pay for those approved and required hours. If the employee is working on an overtime basis, this section will not apply.

Section 9.10: OVERNIGHT WORK

Employees working a full shift overnight will be paid one-and-one-half (1.5x) their regular rate of pay for overnight hours worked.

Section 9.11: COMPENSATORY TIME

Employees may be offered the option of selecting compensatory time as a method of compensation in lieu of overtime pay. Compensatory time off at one and one-half times (1.5x) (or double time for time worked on Sundays or holidays) the number of hours worked in excess of the regular daily hours (4, 8, 10, etc.) in any one day and/or thirty-six (36) hours in any one week will generally be granted if approved in advance, provided that, the compensatory time must be taken by the end of the next month. However, the Employer may, when work coverage requirements dictate, require compensatory time to be paid rather than taken as time off.

Section 9.12: MAINTENANCE EMPLOYEE CALL-BACK

Maintenance employees called back to work (called out) at a time which falls outside their regular workday and/or week shall be compensated for a minimum of two (2) hours at time and one-half (1.5x) their regular rate of pay for call-outs Monday through Saturday and at double time (2x) their regular rate of pay for call-outs on Sunday and holidays.

An employee responding to a call-out request who receives an additional call-out request while they are currently responding to the initial call-out shall be considered inclusive of the initial call-out pay, providing it has not exceeded the initial two (2) hour minimum. An employee who completes a call-out prior to the end of the two (2) hour period may be asked to check-in on an issue related to the original call-out (e.g., previous call-out follow-up/spot-check) without an additional two hours of pay.

Should an employee complete a call-out and be off duty and receive a subsequent call-out request, they shall be paid an additional two (2) hours, as above. An employee shall not be required to remain on duty during the full two (2) hour period if they complete the call-out request.

Section 9.13: MAINTENANCE EMPLOYEE ON-CALL

Maintenance employees (including Grounds) may be assigned, on a rotating basis, to be on-call outside their normal working hours to respond to emergency maintenance calls. Prior to assigning maintenance employees to on-call status, the employer will seek volunteers based on seniority within the qualified classifications. Being on-call will mean that the employee will carry the prescribed communication device supplied by the Authority and will remain within a thirty (30)-minute response time of Bellingham. On-call duty will normally be assigned for a period of not more than one week at a time.

The maintenance employee on-call rates of pay shall be \$46.79 per each Saturday, Sunday or holiday assigned and \$33.44 for all other days so assigned. On call pay shall be increased annually by the same cost of living adjustment percentage agreed upon by the parties for wage increases.

Section 9.14: PROJECT LEAD EMPLOYEES

From time to time the Employer may determine the need for project leads to complete a special project, typically temporary in nature. Due to the nature of the potential project, the Employer shall have the discretion to determine who to assign as a project lead. The Employer commits to assign employees to lead status with their professional development in mind, and will review and consider rotating lead assignments within a workgroup to qualified interested employees.

Employees assigned as Lead shall be paid at five percent (5%) above their current rate on the wage schedule.

Section 9.15 Adaptive Work Location: Employees may request to work at an alternative work location either on an ad hoc or continuing basis consistent with the following:

- (1) All terms and conditions of employment will apply regardless of where the work is performed, including pay, benefits, attendance requirements,

position duties and performance standards, and adherence to BHA and department policies, procedures, and work rules.

- (2) Adhere to attendance standards including requests for time off or other leave and observation of scheduled rest and meal breaks in full compliance with BHA policies or this Collective Bargaining Agreement.
- (3) Request and receive advance approval for overtime and/or any schedule changes.
- (4) Be available and responsive during scheduled work hours including the same obligations as onsite workers regarding responding to phone calls, voicemail, e-mail, and other messages.
- (5) Turn camera on for all meetings, with background blurred.
- (6) Establish and maintain a safe, healthful, and ergonomic work environment free from hazards, dangers, and distractions.
- (7) Not attach non-BHA printers or devices to the BHA's computer and protect the confidentiality and integrity of BHA data, equipment, and records from damage or improper disclosure.
- (8) Maintain personal equipment including reliable connectivity to the Internet and phone access.
- (9) Approval to telework may be revoked for any operational reason, with at least two weeks' notice except under emergent circumstances.

For informational purposes only, the Chapter President shall be notified by the Employer of any requests for a longer term (greater than one (1) month) innovative schedule and the final disposition of the request.

Either the Union or the Employer may add the disposition of an adaptive work location request to a labor management meeting agenda for discussion and review.

ARTICLE 10: WORKING CONDITIONS

Section 10.1: CONTINUOUS SHIFT

Employees shall work a continuous hourly shift and shall not be required to work part of his/her daily employment with a separation or down time between the start and completion of said work. Provided further, that this provision may become inactive upon the mutual agreement of the Employer and the employees.

Section 10.2: WORK IN A HIGHER CLASSIFICATION

In the event any employee is assigned by the Housing Authority to assume the position and responsibilities of a higher classification for four or more hours per day and does so for two (2) consecutive days, the employee shall be placed on the wage step of the higher classification so as to receive at least a 5% increase, if possible, beginning the first day of the out-of-class work and ending on the last day of the out-of-class work.

Section 10.3: UNSAFE CONDITIONS

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 or work. The Supervisor will promptly investigate and, if necessary, correct any work condition reported as hazardous by the employee.

Section 10.4: BARGAINING UNIT WORK

Except as provided in Article 11 – Subcontracting. The Employer agrees that work traditionally performed by personnel in the bargaining unit shall continue to be performed by personnel in the bargaining unit. This section shall not limit occasional work by non-bargaining unit personnel. Non-bargaining unit personnel, including supervisory staff, may be used for the purpose of filling temporary vacancies, assisting bargaining unit members in order to complete time sensitive tasks; or providing back-up assistance for absences. This shall not result in displacement of bargaining unit employees.

Section 10.5: ADEQUATE TIME

The Employer shall provide adequate time for employees to complete their work. Whenever measurable considerations clearly indicate an increase in overall workload, the Supervisor shall consider such options as: (1) redistribution of work; (2) deferring additional work; (3) authorizing overtime; and (4) other appropriate methods.

Section 10.6: DISTRIBUTION OF WORK

Work shall be distributed among employees as equally as the Employer's operation permits. In order to provide employees with a reasonable opportunity to provide input into changes that affect them, reorganizations of the employer's operation shall be communicated to the employees affected fourteen (14) calendar days prior to implementation and shall be subject to further discussion at Labor Management Committee meetings.

Section 10.7: EQUIPMENT

The Employer shall provide employees with the adequate tools, instruments and equipment which are necessary and conducive to accomplish the successful completion of their assigned duties.

Section 10.8: JOB DESCRIPTIONS

The Employer shall furnish each employee with a job description of the employee's classification. A copy of any new or revised job description will be given to the employee and a copy sent to the Union for informational purposes.

Section 10.9: MEDICAL EXAMINATIONS

The Employer has the right to require medical/physical examinations by a licensed medical doctor for all employees covered by this Agreement when permitted by law and when disability issues involving adaptation of work place facilities or job duties may be required.

Section 10.11: GARNISHMENTS

When an employee's wages are garnished by a court order to repay a debt that an employee has incurred, the Employer is legally bound to withhold the amount required by the garnishment order from the employee's pay. The Employer will notify the employee by providing a copy of the garnishment paperwork before making a garnishment and sending payments to the creditor.

If the employee objects to the garnishment, they must take independent action to have it lifted; the Employer cannot intervene on the employee's behalf. The Employer will make the deductions and payments required.

If the employee's financial concerns do not interfere with their job performance there will be no job-related repercussions. However, an excessive number of wage garnishment orders or involvement in legal matters related to an employee's garnishments causes administrative hardship and unnecessary cost for the Employer, and progressive disciplinary action, up to and including termination, may result.

Section 10.12: JOB AUDIT

A job audit will be conducted when Human Resources receives a written request that there has been a substantial and permanent change in the duties and responsibilities since the last significant revision of a job description or last job audit review. The employee, department head, or the Executive Services Manager may request the review. The request should be submitted using the appropriate form with a justification for the request that includes the following information:

New duties and responsibilities assigned on a continuing basis must be identified. Other inaccuracies in the job description must be specifically pointed out. If the job description does not reflect essential and significant duties assigned on a regular and recurring basis, the employee must clearly identify those duties. The reasons for believing the job may be classified incorrectly should be clearly stated.

The department head or designee will review the justification and discuss it with the employee. The department head will complete his/her section of the job audit request form to ensure the description is accurate and up to date. A copy of the comments will be provided to the employee. The department head will forward the job audit request form to the Executive Services Manager within thirty days of receipt from the employee.

The Executive Services Manager will review the request and make a recommendation to the ED/CEO if a new job description is necessary and/or if the job is accurately classified. The review may include a desk audit or discussion with the employee and the supervisor and/or department head.

The ED/CEO's decision, with an explanation for the findings, will be provided to the employee and the department head within six months of the date the complete audit request was submitted to Human Resources. If the decision supports reclassification and the decision is to upgrade, the pay action will be effective the date the request was received in Human Resources. If the decision is to downgrade the position, the employee will retain pay but will not receive any further increases until the incumbent's pay is at the wage for the reclassified position.

A job audit request will not be submitted more than once in any consecutive two-year period.

At any time in this process, if it is found that the employee is being assigned or performing higher grade duties which change the wage grade of the position, such duties may be withdrawn based on budgetary limitations or sound position management principles. If the decision is to continue to assign the duties to the employee, the position description will be revised to reflect the duties and appropriate changes in the classification will be effected.

The ED/CEO's decision shall not be subject to the grievance procedure.

ARTICLE 11: SUBCONTRACTING

The Board reserves the right to make any and all contracts permitted under law which in its sole discretion it deems appropriate. The Employer shall not contract for services presently provided by its bargaining unit employees except when (1) existing operations cannot feasibly and/or economically continue to be performed by existing employees and (2) when a reduction in operating costs can be accomplished. In order that the Union have an opportunity to respond, the Employer shall notify the Union in writing at least (30) days in advance of awarding any contract that would reduce employment to employees in the bargaining unit. This notice shall state the reason, nature and scope of the proposed contract. Prior to the Board action on any such contract the Union will be granted an opportunity for a public hearing by the Board in order to present its concerns regarding any such proposal to contract services performed by members of the bargaining unit.

ARTICLE 12: PAID HOLIDAYS

Section 12.1: HOLIDAYS

The following holidays shall be observed as paid holidays for all employees:

New Year's Day (<i>Jan 1</i>)	Veteran's Day (<i>Nov 11</i>)
M.L. King's Birthday (<i>3rd Monday in Jan</i>)	Thanksgiving Holiday (<i>4th Thursday in Nov</i>)
President's Day (<i>3rd Monday in Feb</i>)	<u>Native American Heritage Day</u> (<i>day after Thanksgiving</i>)
Memorial Day (<i>Last Monday May</i>)	Christmas Eve Day (<i>December 24</i>)
Independence Day (<i>July 4</i>)	Christmas Day (<i>December 25</i>)
Labor Day (<i>1st Monday after 1st Tues in Sept</i>)	Two Personal Holidays (<i>employee's choice</i>)
<u>Juneteenth (6/19)</u>	

Section 12.2: HOLIDAY SCHEDULING

The first personal holiday is available for use on the first day of employment by an employee.

The second personal holiday may be scheduled by an employee only after the completion of six (6) months of employment.

Thereafter, each of the two personal holidays is earned and available on January 1 of each subsequent year. If an employee does not use the employee's personal holidays in the year that they are earned, they are forfeited for that year. Additionally, if an employee does not use the employee's personal holidays before employment ends, holiday hours are not paid out.

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.

ARTICLE 13: VACATIONS

Section 13.1: FULL-TIME EMPLOYEES

All full-time employees shall be entitled to paid vacation in accordance with the following schedule:

<u>Years of Service</u>	<u>Earned Vacation Days/Hours per Year for Full-Time Employee</u>
During Year 1	11 (88 hours)
2	12 (96 hours)
3	13 (104 hours)
4	14 (112 hours)
5	15 (120 hours)
6	16 (128 hours)
7	17 (136 hours)
8	18 (144 hours)

9	19 (152 hours)
10	20 (160 hours)
11	21 (168 hours)
12	21 (168 hours)
13	22 (176 hours)
14	22 (176 hours)
15	23 (184 hours)
16	23 (184 hours)
17	24 (192 hours)
20 and over	26 (208 hours)

Section 13.2: PART-TIME EMPLOYEES

Part-time employees who are scheduled to work 936 hours or more during the year shall be entitled to receive paid vacation per the full-time employee schedule prorated as to hours worked.

Section 13.3: ACCRUAL CALCULATION

Vacation rights enumerated above shall be based upon an employee's anniversary date (original date of hire). An employee using vacation days shall receive the regular rate of pay, including lead pay as applicable, which said employee would normally be paid. Benefit-eligible employees shall accrue vacation days pro-rata throughout the year, on each pay period.

Section 13.4: VACATION SCHEDULING

After one (1) month of continuous employment, employees may schedule and take vacation to the extent that they have already earned such days. There shall be no limitation on the number of vacation days an employee can schedule, subject to the Employer's discretion, provided they have the vacation leave accumulation prior to the date of the scheduled leave.

Employees shall submit written vacation requests to their Department Head. Vacation requests will be approved by the Employer, subject to work coverage requirements. Usage of vacation days must be scheduled in advance.

Except as limited above, a written request for vacation of longer than five (5) days duration will be approved if the request is received at least thirty (30) days prior to the first day of the requested vacation. A written request for vacation of more than two (2) but less than five (5) days must be submitted ten (10) working days prior to the first day of the requested vacation. A written request for vacations one (1) to two (2) days long must be submitted two (2) working days prior to the first day of the requested vacation. Emergency requests for vacation usage will be handled on a case-by-case basis.

Section 13.5: VACATION ACCUMULATION AND CARRYOVER

Vacation days earned in a twelve (12) month period may be accrued and used in the next twelve (12) month period. Accrued vacation days that are not used during the second twelve (12) month period will be forfeited by the employee.

Section 13.6: SEPARATION RIGHTS

In the event of an employee's termination, death, resignation, or separation from the services of the Employer after the probationary period, an employee, or in the event of death the employee's beneficiary/estate, shall be paid any accrued vacation time in full at the regular rate of pay, including lead pay as applicable for the period when the employee was a lead, for the position held on the date of separation.

In the event of an employee retirement, then any accrued vacation days which, when combined with the available number of unused sick leave days, exceed the 240 hours limitation as provided for in Article XIV, Section 14.9, 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 Housing Authority.

Section 13.7: INCLEMENT WEATHER

Employees excused by their Supervisor from reporting to work due to inclement weather will have the option of either making up the missed time with the approval of the Supervisor, using accrued vacation, using compensatory time, using their personal holiday, or taking a leave without pay.

ARTICLE 14: ILLNESS, INJURY AND EMERGENCY LEAVE

Section 14.1: ILLNESS, INJURY AND EMERGENCY LEAVE DEFINED

Any employee shall be authorized accumulated Illness, Injury and Emergency leave as hereinafter provided, to be used for the following reasons:

- A.** An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or an employee's need for preventive medical care;
- B.** To allow the employee to provide care for a family member (as defined in RCW 49.46.210) with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition, or care for a family member who needs preventive medical care.

- C. When the employee's place of business has been closed by order of a public official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason;
- D. For absences that qualify for leave under the domestic violence leave act, chapter 49.76 RCW; and
- E. For emergencies as defined in the following:

The problem must have been suddenly precipitated or must be of such nature that preplanning could not relieve the necessity of the employee's absence;

The problem must be of major importance and not a mere convenience;

It is not the intention of this provision to provide extension of vacations and/or holidays. If, however, due to problems outside the employee's control, an Emergency Leave day(s) is needed immediately preceding or following a vacation and/or a holiday, then such leave shall be granted so long as Illness, Injury and Emergency Leave is available.

Section 14.2: INJURY, ILLNESS, AND EMERGENCY LEAVE NOTICE

If the need for use of injury, illness, and emergency leave is foreseeable, the employee must provide notice at least ten days, or as early as practicable, in advance of the use of such leave.

If the need for injury, illness, and emergency leave is unforeseeable, unless the leave is taken for purposes authorized under the domestic violence leave act, chapter 49.76 RCW, then the employee must provide notice to the Employer as soon as possible before the scheduled start of their shift, preferably at least two hours in advance, unless it is not practicable to do so. If it is not practicable for the employee to provide notice, the employee's designee may do so.

If the need for injury, illness, and emergency leave is unforeseeable and is for purposes authorized under the domestic violence leave act, chapter 49.76 RCW, then the employee (or if impracticable, his or her designee) must give oral or written notice to the Employer no later than the end of the first day that the employee takes such leave.

Use of injury, illness, and emergency leave for the reasons discussed in Article 14, Section 14.1 will not count as an absence from work or an occurrence under the attendance policy. However, abuse of injury, illness, and emergency leave may be grounds for disciplinary action up to and including termination.

Section 14.3: INJURY, ILLNESS, AND EMERGENCY LEAVE USE

As soon as leave is accrued, employees may use injury, illness, and emergency leave for the reasons discussed in Article 14, Section 14.1. The minimum

absence taken and charged as sick leave shall be one quarter (1/4) hour increments.

Employees utilizing FMLA leave may elect to maintain up to eight (8) hours of paid sick leave in their sick leave banks to have available following the conclusion of their FMLA leave. Such selection must be noted on the FMLA request form prior to the leave being taken.

Section 14.4: INJURY, ILLNESS, AND EMERGENCY LEAVE PAY

Injury, illness, and emergency leave will be paid at the employee's regular rate.

Injury, illness, and emergency leave may be used to supplement compensation when an employee is receiving benefits under worker's compensation insurance, up to the amount of the employee's regular rate of pay.

Section 14.5: CERTIFICATION AND VERIFICATION

The Employer may, if the absence is over three (3) days duration require certificate and proof of the disability from the employee's doctor or licensed health care practitioner. If an employee believes that a request for verification would pose an unreasonable burden or expense, the employee may inform the Employer's Human Resources Department, attest that the employee's use of paid sick time was for a reason allowed under this article, and explain how the requested verification would create an unreasonable burden or expense.

Section 14.6: FULL-TIME EMPLOYEE ACCRUAL

Cumulative sick leave with pay shall be earned from the date of hire on a per pay period basis at the rate of eight (8) hours of paid leave for each calendar month of service. Employees may carry over a maximum of 1440 hours of sick leave from one calendar year to another.

Section 14.7: PART-TIME EMPLOYEE ACCRUAL

Cumulative sick leave with pay of one day per month worked shall be earned per the full-time employee accrual rate, prorated as to hours worked. Beginning January 1, 2020, Employees may carry over a maximum of 1440 hours of sick leave from one calendar year to another.

Section 14.8: YEARLY SICK LEAVE TRANSFER TO VACATION

At the end of each calendar year, employees who have accrued sixty (60) days of sick leave may elect to exchange these days in excess of sixty (60) days in the following manner: Four (4) days of sick leave for one (1) day special vacation leave, up to a maximum of three (3) special vacation days. This election must be made during the month of January, and such special vacation days must be taken before December 31 of the same year, or they will be forfeited.

Section 14.9: RETIREMENT/DISABILITY/DEATH CASH OUT

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 eighty (180) days. The employee will be paid a lump sum based upon the employee's current rate of pay. In case of the 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 total of 240 hours of combined unused sick leave (as provided above) as well as unused vacation (per Article 13, Section 13.6 above). Any accrued vacation days which, when combined with the available number of unused sick leave days, exceed the 240 hours 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 Housing Authority.

Section 14.10: SICK LEAVE SHARING

14.10.1 Donation eligibility: An employee may be eligible to receive donations to the employee's sick leave bank from a sick leave pool maintained by the Employer ("Pool") only if all the conditions described below are met:

- a. The employee is absent from work due to any event consistent with RCW 41.04.665; and
- b. The employee has exhausted all vacation, compensatory time, sick leave; and
- c. The employee is not receiving disability insurance benefits, worker's compensation coverage, Washington Paid Sick and Safe Leave, or retirement benefits.

Employees who believe that they meet these criteria may make a request for donation eligibility by contacting Human Resources. Human Resources will review all such requests to assure adherence to these criteria. The employee shall be provided with a written response of the Employer's decision to approve or deny the request.

14.10.2 Donation process: The Pool shall consist of sick leave hours donated voluntarily by employees. Bargaining unit members may donate vacation hours to the Pool at any time, but must retain 240 hours of accrued sick leave. They may not donate more than thirty-six (36) hours during a calendar year. Donations to the Pool shall be converted to a dollar amount based upon the donor's wage rate. Once hours are donated, they may not be returned to the donating employee. Eligible employees may receive donations from the Pool to their sick leave bank in full hour increments up to a maximum of 36 hours per calendar year.

Section 14.11 REPURCHASE OF PAID SICK LEAVE:

In the event that an employee or their family member is injured in a liability case, and the employee requires the use of paid leaves for recovery, or to support the recovery of a family member, the employee is permitted to purchase up to two weeks of their paid leave time used during recovery as long as the repayment occurs within three months of a third party settlement or three (3) months from the date such payment resulting from a third-party settlement is reached.

ARTICLE 15: LEAVE PROVISIONS, PAID AND UNPAID**Section 15.1: GENERAL LEAVE OF ABSENCE**

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 either the Housing Authority Board of Commissioners or the Executive Director.

Section 15.2: TEMPORARY MEDICAL DISABILITY

A leave of absence without pay shall be granted for up to six (6) months for temporary medical disability reasons, including pregnancy related disability, without loss of accrued benefits. 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.

Section 15.3: MILITARY LEAVE

An employee, who leaves the Authority 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 Authority 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 they were placed in inactive status or to another position equally acceptable to the employee and the Authority. Employees will be allowed leave without pay for military service, which does not exceed a period of one (1) calendar month.

Section 15.4: 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 Executive Director may grant an extension of absence.

Section 15.5: 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 claim for Industrial compensation.

The Employer agrees to prorate an employee's sick leave and/or accumulated vacation, at the employee's request, to supplement Industrial Insurance compensation so that both combined will equal the employee's regular pay. This shall begin as of the first (1st) day of absence from work.

Any employee who qualifies under Industrial Insurance shall be granted up to eighteen (18) months leave as justified for recovery from injury and/or illness causing said qualification.

Section 15.6: UNION LEAVE

A leave of absence without pay, not to exceed five (5) days per year in the aggregate, may, at management's discretion, be granted to members of the bargaining unit for purposes of attending union-sponsored meetings or conferences. Employees requesting union leave shall give at least two (2) weeks' notice.

Section 15.7: JURY DUTY

Employees called to jury duty or subpoenaed to attend court in a matter not related to the Housing Authority up to two weeks shall be paid leave for the necessary time required. Jury duty exceeding two weeks shall be approved and the employee may use other paid leave or use unpaid leave.

The Employee shall 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 pay.

Employees shall immediately notify their supervisor of the call to jury duty and, when possible, furnish a statement of the anticipated duration of such service.

Section 15.8: BEREAVEMENT LEAVE

In the event of a death in the immediate family of an employee, or of a loss of pregnancy by the employee or the employee's spouse or registered domestic partner, that employee may be granted up to three (3) days off with pay. An additional three (3) days may be taken when it is necessary for the employee to travel outside the state of Washington.

The immediate family shall include: spouse, children, parents, siblings, grandparents, grandchildren, registered domestic partner, or corresponding in-laws or step or foster relations, and any person living with the employee. Foster relations shall be defined as individuals for whom the employee acts as a full-time caregiver, or a parent substitute or guardian.

In the event of the death of other relatives of the employee or the employee's spouse not defined as immediate family, a maximum of one (1) day of bereavement leave may be taken. An additional three (3) days may be taken when it is necessary for the employee to travel outside the state of Washington.

Four (4) hours of bereavement leave may be used to attend the funeral of a friend or acquaintance with a maximum of two (2) occurrences per year. Additional occurrences may be approved and deducted from sick leave.

For the purposes of this section one (1) day shall equal (8) hours. Employees may use such hours in increments of four (4) hours or more. Employees working a compressed work week (less than five work days) may take additional time off with pay from their personal holiday or vacation time in order take three (3) full days off with pay. Employees may not receive bereavement pay beyond the hours that they would have worked that week but for the bereavement time.

Section 15.9: LEAVES REQUIRED BY LAW

The Housing Authority will comply with the terms of all leaves required by law, including but not limited to the Family Medical Leave Act, the Americans with Disabilities Act, Washington's Domestic Violence Leave Act, and federal and state military leave laws.

ARTICLE 16: HEALTH BENEFITS

Section 16.1: MEDICAL, DENTAL, & VISION INSURANCE

The Employer shall maintain for all full-time employees and their family members (children and spouse) family medical, family dental, and family eye care coverage through Group Health Cooperative, Group Health Options, Uniform Medical Plan PPO or Community Health Plan of Washington as long as offered through the Public Employees Benefit Board (PEBB). The following employee co-premiums shall be paid through automatic payroll deductions.

Health Benefits 2024: For the 2024 plan year, the employer agrees to absorb 100% of the health care increases from 2023 by calculating the aggregate cost of the increases for the represented employees and increasing the employer paid portion of the premiums in proportion to the current funding levels per census group, regardless of individual plan choice.

Employee Share	Kaiser WA Classic	Kaiser WA Value	Kaiser Sound Choice*	Kaiser CDHP
EE	\$172.43	\$81.19	\$28.67	\$27.61
ES	\$394.97	\$212.56	\$107.44	\$99.76
EC	\$330.70	\$171.08	\$79.10	\$87.67
EF	\$553.61	\$302.81	\$158.26	\$101.88

Employee Share	UMP Classic	UMP Plus**	UMP Plus - PSHVN***	UMP CDHP	UMP Select
EE	\$97.44	\$63.74	\$63.74	\$25.66	\$57.17
ES	\$245.03	\$177.64	\$177.64	\$97.24	\$122.57
EC	\$199.79	\$140.54	\$140.54	\$85.28	\$98.96
EF	\$347.45	\$254.79	\$254.79	\$98.89	\$164.37

*Kaiser Sound Choice available in Snohomish County Only.
**UMP Plus Available in Skagit and Snohomish Counties Only.
***UMP Plus-PSHVN Available in Snohomish County Only.

Notes:

- (1) *IRS rules require that those selecting CDHP plans exhaust all funds in their health savings account prior to accessing their VEBA account for reimbursement of covered expenses.*
- (2) *Kaiser Sound Choice only available to those living in: Snohomish County*
- (3) *UMP Plus only available to those living in: Skagit and Snohomish County*
- (4) *UMP Plus PSHVN only available to those living in: Snohomish County*

The parties will attempt to reach agreement on employer and employee-paid co-premiums prior to the first payroll cycle of a new health benefits contract year (currently January 1st).

In the event that an agreement regarding employer paid and employee co-premiums is not reached by that time, the employer agrees to absorb 50% of the health care increases by calculating the aggregate cost of the increases for the represented employees and increasing the employer paid portion of the premiums in proportion to the current funding levels per census group, regardless of individual plan choice.

Surcharges by PEBB that relate to smoking or non-election of spousal-employer health coverage will be covered by the employee through payroll deduction.

Part-time employees who work more than half time shall be eligible to receive the same benefits as full-time employees, prorated as to assigned hours worked. Part-time employees who work seventy-five percent (75%) or more shall be eligible to receive the same benefits as full-time employees.

Medical and optical carriers shall be mutually agreed upon by the Employer and the Union. However, the Employer retains the right to make any change in the insurance programs which do not constitute an overall reduction in employee benefits. Plan administration and procedural matters, such as claims adjustment, the receipt of second opinions, required outpatient surgery, shall not constitute significant change.

The Employer will make available Hepatitis B Vaccine (HBV) to custodial, maintenance and inspection personnel, at the sole option of any employee desirous of such treatment.

Section 16.2: LIFE INSURANCE

The Employer will purchase a group life insurance policy for members of the bargaining unit that will provide a benefit equal to one year's pay upon the death of an employee.

Section 16.3: DISABILITY INSURANCE

The Employer will maintain a group long term disability policy for members of the bargaining unit that is equal to the same benefit provided exempt employees.

The Employer shall continue to evaluate the current package of long term disability. Should changes become necessary, the parties shall meet and discuss the necessary changes and the Union shall have the opportunity to negotiate the impacts.

Section 16.4: VEBA

The Employer shall contribute eighty-five dollars (\$85.00) per month toward each employee's VEBA account and shall re-educate employees on the VEBA benefit annually. Upon separation, the Employer shall contribute an amount equal to twenty five percent (25%) of the value of an employee's unused sick leave balance into a Health Reimbursement Account (VEBA), provided that the separation of employment was not due to gross misconduct or the employee failed to give at least two (2) weeks' notice of resignation.

Section 16.5 WASHINGTON CARES FUND

Employees may be eligible to receive benefits under, and consistent with, the WA CARES Act. The Employer will implement the WA CARES program for represented employees in the same manner as the Employer implements the program for non-SEIU represented employees.

ARTICLE 17: TRAINING AND TRAVEL

Section 17.1: GENERAL STATEMENT

The Employer and the SEIU affirm their commitment to an ongoing system of staff development and training, focused on development of the potential occupational and professional knowledge, skills and abilities. Employees shall be encouraged to pursue educational opportunities in subjects related to their job performance.

17.1.2 Development Plans: Employees may identify job-related staff development goals as part of the annual performance evaluation, or throughout the year. Employees may work with their immediate supervisor to plan appropriate activities to try and meet those goals throughout the next evaluation period.

17.1.3 License & Certification: The Employer shall pay the cost, either up front or by reimbursement, for any license, certification, or recertification ~~recommended~~ ~~or~~ required for an employee to continue in their position, or otherwise approved by the Employer in advance.

Section 17.2: NEW EQUIPMENT TRAINING

Employees will have the opportunity to receive appropriate training when new equipment, procedures and/or areas of responsibility are introduced.

Section 17.3: EXPENSES

Actual and reasonable travel expenses shall be paid for subsistence and associated costs such as lodging, meals, taxi fares, telegrams, telephone, administrative work, meeting rooms, registration fees, and similar expenses pertinent to the performance of Authority business on authorized trips. Where required, the employee shall submit all necessary receipts for reimbursement.

Section 17.4: MILEAGE

When a Housing Authority vehicle is not available, employees may be authorized to use their personal vehicles. Employees who are so authorized will be reimbursed at the rate recognized by the Internal Revenue Service for such travel.

ARTICLE 18: SENIORITY

Section 18.1: DEFINITION

Seniority shall be defined as the employee's last beginning date of continuous employment. Part-time employees shall be deemed to be full-time employees only for the purpose of seniority.

Section 18.2: TERMINATION OF SENIORITY

The seniority rights of an employee shall be lost for the following reasons:

- A. Resignation;
- B. Discharge for just cause;
- C. Retirement;
- D. Break in service of longer than thirteen (13) months.

Section 18.3: SENIORITY RETENTION

Seniority rights shall not be lost for the following reasons:

- A. Time lost by reason of industrial accident or illness as a result of employment for the Employer;
- B. Time on leave of absence while on assigned duty in the Armed Forces of the United States;

- C. Time spent on other authorized leaves;
- D. Time spent in layoff status as hereinafter provided.

ARTICLE 19: JOB VACANCIES AND BID PROCEDURES

Section 19.1: POSTING

When vacancies or new positions occur, notice shall be posted on the official Union bulletin board for ten (10) working days. All postings shall contain a job title, job description and the work location of the position in question.

Section 19.2: PROCEDURE

An employee desiring to bid on a position so posted shall submit an application prior to the time of closing of the posted position.

Section 19.3: PROCEDURE FOR 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.

Section 19.4: NON-PROMOTIONAL JOB OPENINGS

For non-promotional positions, seniority shall prevail subject to qualifications (skills, abilities, knowledge) of the applicants being relatively equal.

Section 19.5: PROMOTION

When promotional opportunities occur, they will be advertised internally for 2 weeks unless the parties mutually agree to advertise internally and externally simultaneously. If an inadequate number of qualified internal applications are received during the 2 week internal posting period, then promotional opportunities will be advertised externally. All bargaining unit employees who are not currently working under a Plan of Improvement may apply and will be considered for promotion through the process below.

Promotion Process. Promotion to a higher position shall be based on the following:

Interview Teams. At the outset of any promotional process, the Employer shall ask the union chapter president to designate one bargaining unit employee to sit on the recruitment panel. Generally, each panelist is expected to effectively participate throughout the promotional process including collaborating on interview questions, participating in interviews, reviewing, and scoring each

candidate and engaging in conversations to ensure the candidate that has the greatest opportunity for success is selected. Each panelist is to maintain strict confidentiality, and not communicate about the candidates outside of the identified panel.

Human Resources will be responsible for reviewing applications against the minimum qualifications. If minimum qualifications are not met, the candidate may not advance. However, upon mutual agreement of the panel, there may be times where a candidate who does not meet the minimum qualifications is offered an opportunity to participate in the recruitment process for promotional consideration. HR will schedule applicants who meet the minimum qualifications for interviews and provide the applicable applications to the recruitment panel for review.

The panel shall jointly evaluate and score the assessment, seniority, and interview portions of the process (as described below).

- 35% Assessments: The assessments shall include some demonstration of knowledge, skills and ability (KSA) as determined by mutual agreement between the Employer and the bargaining unit member on the team. No separate demonstration of KSA shall be necessary if the promotional team agrees that the candidate(s) is qualified. In such case, all candidates shall be deemed equally qualified and provided an equal point value. Employees who cannot demonstrate appropriate KSA competence shall be deemed unqualified for promotion, and will not advance further in the promotional process. If deemed unqualified see Section 19.6 Promotion Passover.
- 35% by Seniority as defined under Article 18, Section 18.1 Definitions.
- 30% by Interview with questions determined by mutual agreement between the Employer and the bargaining unit member on the team. All members of the interview team will keep the interview questions confidential until after the promotional process is complete.

The Employer shall promote the individual attaining the highest score based upon the before mentioned formula, unless the Employer and the Union agree otherwise.

Section 19.6: PROMOTION PASSOVER

Any employee applying for a position that is passed over shall be notified by their supervisor verbally within one (1) work day and, upon written request, be given written notice of such by their supervisor within five (5) work days after the date the position is permanently filled. Any employee applying for a position as a promotion may request a meeting with Human Resources to identify and discuss the reasons that the person was not selected. The sole purpose of such a meeting would be to give the employee feedback on areas of strength and areas needing improvements to enhance their opportunities.

Section 19.7: PROMOTIONAL TRIAL SERVICE PERIOD

If, after ninety (90) work days, the Employer has formally evaluated the employee and deems the employee unsuccessful in the promotional position, the employee will be returned to the formerly held assignment.

ARTICLE 20: LAYOFF AND RECALL

Section 20.1: EMPLOYER DECISION

In the event the Employer decides to implement a reduction in force, the following procedure will be utilized in selecting personnel to be released from employment. Specific written reasons for the reduction in force will be given to the Union.

Section 20.2: SENIORITY RIGHTS

Seniority shall be defined as per Article 18 - Section 18.1. Staff reduction shall be determined according to seniority with dismissal beginning with the employee with the least seniority within the job classification.

Section 20.3: REDUCTION IN FORCE PROCEDURES

No regular employee shall be laid off while there are seasonal, part-time, temporary, or probationary employees working in the same classification. Further, seasonal or temporary employees working in the same job classification shall be laid off before any entry level probationary employee is laid off. In effecting any reduction in force of regular employees, lay off order will be determined by Section 20.2 above.

If no position is available in the laid off employee's current job classification and his/her qualifications are relatively equal to the job related qualifications of an employee who occupies a position in another classification, the laid off employee's seniority, at his/her option, shall prevail.

Section 20.4: RECALL RIGHTS

Employees laid off due to this procedure shall remain in a re-employment pool for thirteen (13) months from the last date of employment with the Authority; provided that, the employee provides quarterly written notification of his/her continued desire to remain in the re-employment pool.

Employees in the re-employment pool shall be recalled to available positions for which they are qualified according to their seniority.

Employees released for reasons of reduction in force or job elimination shall retain their sick leave and seniority rights while they are in the re-employment pool.

Section 20.5: SEVERANCE PAY

A. One (1) through four (4) years of service. Employees with one (1) year to four (4) years of continuous service who are laid off shall receive severance pay at the rate of one (1) week's pay for every complete year of service.

B. Five (5) to nine (9) years of service. In addition to severance pay outlined in (A) above, employees with five (5) to nine (9) years of continuous service who are laid off shall receive severance pay at the rate of one (1) week's pay for every two (2) complete years of service worked beyond four (4) years.

C. Ten (10) or more years of service. In addition to severance pay outlined in (B) above, employees with ten (10) years or more of continuous service who are laid off shall receive severance pay at the rate of one (1) week's pay for every three (3) complete years of service worked beyond nine (9) years.

D. Competition of severance pay. Severance pay shall be at the employee's highest hourly rate shown on Appendix A, not including premiums or differentials.

ARTICLE 21: EVALUATIONS

Section 21.1: ANNUAL EVALUATIONS

Employees will be formally evaluated by their immediate supervisor. All regular 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 his/her personnel file.

Section 21.2: CRITERIA

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

Section 21.3: 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 performance improvement plan (PIP) to assist the employee in improving his/her effectiveness in the deficient areas. Failure of the employee to substantially improve his/her performance during the subsequent evaluation period may cause the employee to be disciplined. A PIP shall generally be ninety (90) calendar days in duration, but may be shorter or longer dependent on the specific circumstances of the evaluation and areas for growth required for the employee. In no case shall a PIP be longer in duration than six (6) months without mutual agreement between the Employer and the Union. An employee on a PIP shall be provided regular and ongoing feedback/coaching on their identified areas for growth.

ARTICLE 22: PERSONNEL FILES

Section 22.1: EMPLOYEE RIGHTS

Employees will be given a copy of all derogatory material added to the personnel file at the time such is added to the file. Each employee or his/her designated Union representative will have the right, upon request, to review the contents of his/her personnel file, with the exception of initial employment letters of reference. An employee must provide his/her written consent to the Employer before disclosure of his/her written record will be made to a designated representative, other than that required by law.

An employee or his/her designated representative may obtain copies of the documents made available under this Section. No record, file or document pertaining to an employee will be made available to any unauthorized persons for photocopy or inspection.

Section 22.2: WRITTEN RESPONSE

Employees 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.

Section 22.3: COMPLAINTS

Complaints regarding an employee which may result in disciplinary action will be promptly called to the attention of the employee.

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. Except that discipline resulting in a suspension, final written warning, or last chance agreement shall not expire for thirty six (36) months. This Section shall not apply to probationary employees.

ARTICLE 23: GRIEVANCE AND ARBITRATION PROCEDURE

Section 23.1: GRIEVANCE PROCEDURE

A. Purpose. The purpose to 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.

B. Definitions.

1. GRIEVANT -- A grievant is an employee, or in the case of the union's contractual rights, the union.

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

3. DAYS -- Days in this procedure are normal Housing Authority office work days.

C. 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 on the part of the Authority at any step of this procedure to communicate the decision on a grievance within the specific or mutually extended time limits shall permit the grievant to lodge an appeal at the next step of this procedure.

Failure of 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.

D. 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 to make its views known or shall receive the same written responses provided to the grievant.

E. Process.

Step 1: Informal Level. Informal Submission of Grievance to Supervisor. 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 employee shall 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: Executive Director Level. Written Submission of Grievance to the Executive Director.

a. Individual Grievance

If the grievance is not settled at Step 1 and the employee wishes to pursue the grievance to Step 2, the employee must file the grievance in writing within ten (10) days after receipt of the immediate supervisor's informal response in Step 1 above. Upon receipt of any Step 2 grievance, the Executive Director shall have the discretion to refer the grievance to mediation. Such referral shall be

binding upon the employee and the union. The Employer shall pay the cost of the mediator. If the grievance is not resolved at the mediation, or if the grievance is not referred to mediation, the Executive Director or his/her designee will review the grievance with the parties involved and provide a written statement of the disposition to the employee with a written copy to the union, within ten (10) days following the Step 2 meeting. In the event the grievance proceeds to arbitration, no record of the mediation will be provided to the arbitrator or used at the arbitration.

b. Union Grievances

A grievance which the union may have against the Authority, 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 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 his/her designee, and the union will have ten days from the receipt of the grievance to resolve it.

Step 3: Board Level

If no settlement is reached in Step 2, an employee (in the case of an Individual Grievance) or the union (in the case of a Union Grievance) may request that the matter be submitted to the Housing Authority Board as hereinafter provided:

- a.** Written notice of a request for review by the Board shall be made to the Executive Director within ten (10) days of receipt of the disposition letter at Step 2.
- b.** The Board shall have thirty (30) days from the receipt of request for review to resolve the grievance. The Board, at its option, may choose to conduct either a formal or an informal review of the grievance. The Board, at its option, may choose to call upon employees, union representatives, and others, to appear as witnesses.

In order to expedite the grievance, the Board, at its option, reserves the right to waive this Step of the Grievance Procedure. If the Board chooses this option, it will immediately inform the Union of its decision and the Union may proceed to Arbitration within the timelines contained below.

- c.** The Board will provide a written statement of the disposition to the employee and the union (in the case of an Individual Grievance) and to the Union (in the case of a Union Grievance) within the thirty (30) day time period provided in (b) above.

Section 23.2: 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:

- A.** 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.
- B.** Arbitration shall be limited to issue(s) involving the interpretation or application of specific terms of this Agreement. The arbitrator shall have no authority to add to, subtract from or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute.
- C.** In the event such notice is served, the parties shall request an arbitrator be assigned by the Public Employment Relations Commission (PERC) pursuant to RCW 41.56.

The parties mutually agree that it is to their mutual advantage to have the arbitrator selected and his/her decision rendered as quickly as possible. To that extent, both the Employer and the Union agree that the selection of the arbitrator shall be made with no undue delay and further that the parties will cooperate fully and completely in presenting facts and arguments to said arbitrator as expediently as is possible, and in no event, later than 180 calendar days following selection of the arbitrator unless an extension is agreed to by all parties.

- D.** Arbitration proceedings shall be in accordance with the following:
 - 1. The arbitrator, once appointed, will inform the parties as to the procedures which will be followed.
 - 2. The arbitrator 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 arbitrator deems pertinent to the grievance and shall render a decision in writing to both parties within thirty (30) days, unless mutually extended, of the closing of the record.
 - 3. The arbitrator 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.
 - 4. The arbitrator 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.
 - 5. 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.

6. Each party shall pay any compensation and expenses relating to its own witnesses or representatives, regardless of the outcome of the arbitration award or who is determined to be the prevailing party.
 7. The parties shall equally pay the compensation of the arbitrator including necessary expenses, if required.
 8. 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.
- E. Binding Effect of Award:** All decisions arrived at under the provisions of this article by the representatives of the Authority and the union at Steps 1, 2, 3, and 4, or by the arbitrator, shall be final and binding upon both parties, provided, however, that in arriving at such decision neither of the parties or the arbitrator shall have the authority to alter this Agreement in whole or in part.
- F. Limits of the Arbiter:** The arbitrator cannot order the Authority to take action contrary to law.
- G. No Duty to Maintain Status Quo:** The Authority 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 arbitrator, the return shall be affected as per the arbitrator's award.
- H. Freedom from Reprisal:** There will be no reprisals against the grievant or others as a result of his/her participation in this process.

ARTICLE 24: DISCIPLINE AND DISCHARGE

Section 24.1: JUST CAUSE

No employee shall be disciplined without Just Cause. The parties agree that some infractions are so serious as to rise to the level of Gross Misconduct, in which case, termination would be appropriate. However, at management's discretion, a less severe discipline may be implemented for an instance of gross misconduct. Gross misconduct shall include:

- Sexual, racial or other discrimination or harassment which is extreme, continued and pervasive and results in a hostile work environment
- Violation of the Drug and Alcohol policy – excluding possession of closed alcohol containers in employee vehicles or offices

- Gross immoral conduct (including but not limited to; physical altercations at work, theft, purposeful falsification of records)
- Any felonious act while on the job, or off the job if the act would jeopardize the safety of employees or BHA clients
- Job abandonment (at least two consecutive days of unexcused absences)

In all other cases of discipline, the Employer shall utilize appropriate progressive discipline, which shall include documented verbal warnings, written reprimands, working suspensions (at the discretion of the employer), suspension without pay, and termination. It is understood that depending on the severity of the offense, it may be appropriate to skip steps in the progressive discipline process.

Section 24.2: TERMINATION

Termination of employment with the Housing Authority for other than disciplinary reasons shall require not less than fifteen (15) days notice except in cases of just cause immediate termination as stated in Section 24.1 above. In any case, the Union Organizer/Representative will be immediately notified in writing. Any grievance initiated as a result of a termination shall be filed at Step 2 of the grievance procedure.

ARTICLE 25: WAGES AND COMPENSATION

Section 25.1 Wages 2024: Effective January 1, 2024, the wage rates on the salary schedule shall be increased by 2.0%.

Effective the first pay period after the effective date of this Agreement, employees at the top of the wage scale at that time shall receive a one-time bonus equivalent to two percent (2%) of their annual wages at that time.

Section 25.2 New Hire Step Placement: The Employer will notify the Union of wage and salary placement for newly hired employees.

Section 25.3 Longevity Steps: Step increases for employees are granted annually on the first of the month following their anniversary date unless they are on a performance improvement plan, and no more frequently than every 12 months. Performance evaluations for existing employees will occur at least three months before the employee's anniversary date, except for new employees, who will only receive the evaluations discussed in Article 4.2 for their first year of employment. Employees who do not receive a step increase as a result of being on a performance improvement plan but who successfully complete the performance improvement plan shall receive a step increase on the first regular pay period after such successful completion.

Employees who receive promotions will not receive a step increase until 12 months later, under the conditions discussed above.

Step increases may be waived or suspended due to budgetary restrictions. In such event, the Employer and the Union shall meet to bargain the impacts.

Section 25.4 Wage Comparability Study: In the appropriate year of this contract, noted in Article 25, Term of Agreement, the Employer and the Union shall complete a wage comparability study. For the purpose of this study, comparison agencies will be local government employers, identified through Labor Management Committee, in Whatcom County and similarly-sized housing authorities in similar communities (including area cost of living) in Washington, with identified benchmarked positions. Additional details related to how the study will be completed shall be discussed and determined through the labor management process prior to the study.

Section 25.5: BILINGUAL STIPEND: Employees assigned by their supervisor as interpreters will be compensated fifteen dollars (\$15.00) each time they are assigned to utilize this additional skill.

Section 25.6 Dress: Maintenance and Grounds employees may wear knee length shorts, unless doing so could cause a safety hazard.

Grounds employees shall be provided a full set of rain gear upon hire and replaced upon demonstration it is worn out or damaged.

All Maintenance and grounds employees, excluding office support staff (program assistants and specialists) will be provided a non-taxable reimbursement of up to one hundred twenty-five (\$125) dollars each year for building technicians and up to two hundred fifty (\$250) dollars every other year for grounds and maintenance technicians. The initial reimbursements will be made January 2024, and then on the respective January thereafter. The purpose of the reimbursement shall be for purchasing safety shoes (non-slip for building technicians and boots, preferably safety toed, for grounds and maintenance technicians).

ARTICLE 26: TERM OF AGREEMENT

Section 26.1: TERM OF AGREEMENT

This Agreement shall remain in full force and effect from January 1, 2024, to December 31, 2028. This Agreement may be reopened at any time during its term upon mutual consent of the parties in writing. The parties further agree to reopen this Agreement at least ninety (90) days prior to the end of each contract year to negotiate prospective wages and compensation, VEBA contributions, medical contributions, and one language item by each party for the succeeding contract years (2025, 2026, 2027, 2028). During the 2028 contract year, prior to the next full bargaining, the parties shall complete a wage comparability study consistent with section 25.4, Wage Comparability Study.

Section 26.2: SAVINGS CLAUSE

Any clause in this Agreement that is in conflict with any federal or state law and/or regulations now in existence or any laws or regulations that may hereafter be passed by regular constituted authorities shall be amended to conform to such laws.

SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 925	BELLINGHAM-WHATCOM COUNTY HOUSING AUTHORITY BOARD OF DIRECTORS
By Brandon D Tippy, Organizer Representative	By Stephen Gockley, Board Chair
By Ty Terrwyn, Chapter President	By Brien Thane Executive Director/CEO
By Deanna Vitt, Chapter Vice President	
By Debbie Heinz, Chapter Secretary Treasurer	

Dated this _____ day of _____, ____ to
be effective January 1, 2024.

APPENDIX A: WAGE SCHEDULES – 2024 (effective January 1, 2024)

Monthly Rates		2024		2024	2024	2024	2024	2024	2024	2024	2024	2024
POSITION	Grade	*Salary Range		Step 1 - Monthly	Step 2 - Monthly	Step 3 - Monthly	Step 4 - Monthly	Step 5 - Monthly	Step 6 - Monthly	Step 7 - Monthly	Step 8 - Monthly	Step 9 - Monthly
Maintenance Technician III	10	\$63,336	\$83,401	\$5,277.99	\$5,462.72	\$5,653.91	\$5,851.80	\$6,056.61	\$6,268.59	\$6,487.99	\$6,715.07	\$6,950.10
Maintenance Program Specialist	9	\$60,320	\$79,430	\$5,026.65	\$5,202.59	\$5,384.68	\$5,573.14	\$5,768.20	\$5,970.09	\$6,179.04	\$6,395.31	\$6,619.14
Maintenance Technician II	7	\$54,712	\$72,045	\$4,559.32	\$4,718.90	\$4,884.06	\$5,055.00	\$5,231.93	\$5,415.05	\$5,604.57	\$5,800.73	\$6,003.76
Grounds Technician III	5	\$49,625	\$65,347	\$4,135.44	\$4,280.18	\$4,429.99	\$4,585.04	\$4,745.51	\$4,911.61	\$5,083.51	\$5,261.44	\$5,445.59
Maintenance Technician I	5	\$49,625	\$65,347	\$4,135.44	\$4,280.18	\$4,429.99	\$4,585.04	\$4,745.51	\$4,911.61	\$5,083.51	\$5,261.44	\$5,445.59
Maintenance Program Assistant	4	\$47,262	\$62,235	\$3,938.52	\$4,076.36	\$4,219.04	\$4,366.70	\$4,519.54	\$4,677.72	\$4,841.44	\$5,010.89	\$5,186.27
Building Services Tech III	3	\$45,012	\$59,272	\$3,750.97	\$3,882.25	\$4,018.13	\$4,158.76	\$4,304.32	\$4,454.97	\$4,610.90	\$4,772.28	\$4,939.31
Grounds Technician II	3	\$45,012	\$59,272	\$3,750.97	\$3,882.25	\$4,018.13	\$4,158.76	\$4,304.32	\$4,454.97	\$4,610.90	\$4,772.28	\$4,939.31
Building Services Technician II	2	\$42,868	\$56,449	\$3,572.35	\$3,697.38	\$3,826.79	\$3,960.73	\$4,099.35	\$4,242.83	\$4,391.33	\$4,545.03	\$4,704.10
Building Services Technician I	1	\$40,827	\$53,761	\$3,402.24	\$3,521.32	\$3,644.56	\$3,772.12	\$3,904.14	\$4,040.79	\$4,182.22	\$4,328.60	\$4,480.10
Grounds Technician I	1	\$40,827	\$53,761	\$3,402.24	\$3,521.32	\$3,644.56	\$3,772.12	\$3,904.14	\$4,040.79	\$4,182.22	\$4,328.60	\$4,480.10
Hourly Rates**		2024		2024	2024	2024	2024	2024	2024	2024	2024	2024
POSITION	Grade	*Salary Range		Step 1 - Hourly**	Step 2 - Hourly**	Step 3 - Hourly**	Step 4 - Hourly**	Step 5 - Hourly**	Step 6 - Hourly**	Step 7 - Hourly**	Step 8 - Hourly**	Step 9 - Hourly**
Maintenance Technician III	10	\$63,336	\$83,401	\$33.83	\$35.02	\$36.24	\$37.51	\$38.82	\$40.18	\$41.59	\$43.05	\$44.55
Maintenance Program Specialist	9	\$60,320	\$79,430	\$32.22	\$33.35	\$34.52	\$35.73	\$36.98	\$38.27	\$39.61	\$41.00	\$42.43
Maintenance Technician II	7	\$54,712	\$72,045	\$29.23	\$30.25	\$31.31	\$32.40	\$33.54	\$34.71	\$35.93	\$37.18	\$38.49
Grounds Technician III	5	\$49,625	\$65,347	\$26.51	\$27.44	\$28.40	\$29.39	\$30.42	\$31.48	\$32.59	\$33.73	\$34.91
Maintenance Technician I	5	\$49,625	\$65,347	\$26.51	\$27.44	\$28.40	\$29.39	\$30.42	\$31.48	\$32.59	\$33.73	\$34.91
Maintenance Program Assistant	4	\$47,262	\$62,235	\$25.25	\$26.13	\$27.05	\$27.99	\$28.97	\$29.99	\$31.03	\$32.12	\$33.25
Building Services Tech III	3	\$45,012	\$59,272	\$24.04	\$24.89	\$25.76	\$26.66	\$27.59	\$28.56	\$29.56	\$30.59	\$31.66
Grounds Technician II	3	\$45,012	\$59,272	\$24.04	\$24.89	\$25.76	\$26.66	\$27.59	\$28.56	\$29.56	\$30.59	\$31.66
Building Services Technician II	2	\$42,868	\$56,449	\$22.90	\$23.70	\$24.53	\$25.39	\$26.28	\$27.20	\$28.15	\$29.13	\$30.15
Building Services Technician I	1	\$40,827	\$53,761	\$21.81	\$22.57	\$23.36	\$24.18	\$25.03	\$25.90	\$26.81	\$27.75	\$28.72
Grounds Technician I	1	\$40,827	\$53,761	\$21.81	\$22.57	\$23.36	\$24.18	\$25.03	\$25.90	\$26.81	\$27.75	\$28.72
2024 COLA 2%												
On-Call Rates:												
The Maintenance Employee on-call rates of pay for 2024 shall be \$46.79 per each Saturday, Sunday or holiday assigned and \$33.44 for all other days so assigned												
*Salary Range: Rounded to nearest dollar												
**Hourly Rate: Based upon 1,872 hours per year												

APPENDIX B - LETTER OF AGREEMENT re Pilot Program Drug Testing and Remediation

The parties hereby enter into a pilot program about testing for methamphetamine and remediating/abating contaminated units, as necessary.

1. The Employer will offer and pay for initial HAZWOPR Supervisor/HAZWOPR basic training and certification, as well as for refresher training to maintain the certification for the duration of this MOU. The Employer will have discretion as to how many employees may take the training/become certified. No employees will be required to take the training or become certified. Employees will receive their regular hourly wage rate during the training and certification process.
2. All employees may be assigned to perform the basic “swipe test” for methamphetamine contamination and will not receive a premium for that work. Only employees who have received the HAZWOPR training may be assigned to perform comprehensive pre- and post-testing for methamphetamine contamination, or to perform remediation/abatement of methamphetamine-contaminated areas, as necessary.
3. Employees assigned and engaged in comprehensive pre- and post-testing work for methamphetamine contamination shall be paid a premium rate equal to five (5%) percent above their regular rate of pay in payroll increments of one (1) hour.
4. Employees assigned and engaged in remediation/abatement work of methamphetamine-contaminated areas shall be paid a premium rate equal to ten (10%) percent above their regular rate of pay in payroll increments of one (1) hour.
5. This pilot program shall expire on January 1, 2026, unless extended by mutual agreement by the parties.