

A G R E E M E N T

Between

The Housing Authority

of

The City of Seattle

And

**Seattle/King County Building and Construction
Trades Council**

Term of Agreement

October 1, 2009 –December 31, 2012

TABLE OF CONTENTS

ARTICLE	PAGE	ARTICLE NO.
Annual Leave	15	13
Apprentice Program	26	26
Arbitration of Disputes	24	23
Assignment of Work*	21	18
Commercial Vehicle Driver Testing	29	30
Dependent Care Assistance Plan	29	31
Employee Communication	27	27
Equal Employment Opportunity and Diversity	5	-
Holidays	14	12
Introductory/Provisional Periods	7	7
Jurisdiction of Agreement	21	17
Labor/Management Committee	29	29
Management Rights	4	3
Medical and Other Benefits	20	15
Method of Employment and Maintenance of Membership	5	5
On-Call Roster	27	28
Performance Evaluations	7	8
Protective Clothing	22	19
Recognition	3	1
Reduction In Force	24	24
Retirement Benefits	21	16
Safety Meetings	26	25
Settlement of Disputes	23	22
Sick Leave	16	14
Stoppage of Work	22	21
Supervisory Responsibilities	4	2
Temporary Employees	13	11
Terms of Agreement	30	32
Tools Reimbursement	22	20
Vacancies	6	6
Wages	8	9
Week's Work	12	10
<i>Memorandum of Understanding</i>	31	

MAINTENANCE AGREEMENT

WHEREAS, the Agreement made and entered into as of April 1, 1947, as amended through September 30, 2009, by and between the HOUSING AUTHORITY OF THE CITY OF SEATTLE, hereinafter called the Authority, and the SEATTLE/KING COUNTY BUILDING & CONSTRUCTION TRADES COUNCIL and affiliate unions signatory hereto, hereinafter called the Council, provided under Article 9 that wage rates set forth therein shall be in effect through September 30, 2010; and adjusted on October 1, 2010; and on October 1, 2011; and

WHEREAS, the Seattle Housing Authority, to coincide with its fiscal year, has negotiated its contract in previous years with the Seattle/King County Building and Construction Trades Council to be effective from October 1 through September 30 for any year; and

WHEREAS, the Seattle Housing Authority has changed its fiscal year to a calendar year budget and now desires the contract to coincide with its calendar year budget by moving to a three year- three month contract;

WHEREAS, amendments to the Agreement make it desirable to now restate the entire Agreement:

WITNESSETH:

The parties hereto in the interest of standardization of conditions of employment on the projects of the Authority, and for the added purpose of fostering the mutual interests of both the Authority and the affiliated Unions of the Council, hereby agree to and adopt the following rules to govern wages, hours, and the other conditions of employment of all supervisory and non supervisory employees performing maintenance work on property or projects coming under the management and/or direction of the Authority.

ARTICLE 1

RECOGNITION

Section 1.1 Union Recognition-The Authority recognizes the Council as the exclusive bargaining agent for its employees, as defined herein, with respect to rates of pay, wages, hours and conditions of employment, and for the adjusting of complaints and grievances.

Section 1.2 Hourly and Exempt Employees-For purposes of this Agreement, the term "employee," when not more specifically modified, shall include all Regular and Temporary hourly paid maintenance employees, and maintenance managers of the Authority, but excluding elected officials, officials appointed for fixed terms and confidential employees.

Section 1.3 Employee Definitions-References to "Regular Employees" mean "Regular Maintenance Employees only"; references to "Temporary Employees" mean "Temporary Maintenance Employees only"; references to "Introductory Employees" mean "Introductory Maintenance Employees only"; references to "Provisional Employees" mean "Provisional Maintenance Employees only"; references to "all employees" mean "Regular, Temporary, Provisional and Introductory Maintenance Employees."

Section 1.4 Covered Work-This Agreement does not relate to installation work in connection with structural additions to buildings or dwelling units owned, operated or leased by the Authority, nor does

this Agreement relate to any work involving new building construction under competitively-bid contracts.

Section 1.5 Union Stewards-The affiliated Unions of the Council each have the right to appoint stewards for their respective work units. The Unions will have the right to a reasonable number of stewards based upon craft and work location. Upon appointment, the affiliated Union will notify Human Resources in writing of his/her status. The steward will be allowed reasonable time to perform his/her duties, which include phone consultation with his/her business agent during regular work hours and consultation with bargaining unit members regarding contract issues.

Section 1.6 Bargaining Unit Work Agreement-The Authority and the Council recognize that the Council's bargaining unit members are performing the maintenance work on properties currently owned and/or managed by the Seattle Housing Authority, subject to the other provisions of this agreement. Redevelopment of current Seattle Housing Authority properties and changes to the current scope of properties affecting the bargaining unit will be brought to the Labor/Management Committee as defined in Article 29. The Authority and the Council agree to bargain any impacts to the bargaining unit (as defined in this section) caused by redevelopment of current Seattle Housing Authority properties or by changes to the current scope of properties, prior to any intended impacts. The Authority agrees to give the Council one hundred and twenty (120) day notice of intent to bargain impacts.

ARTICLE 2

SUPERVISORY RESPONSIBILITIES

It is agreed that the general responsibilities of the supervisors in performing their duties are: 1) Prepare work plans and cost estimates and direct seasonal work programs; 2) Develop budget estimates and administer the expenditure of budgeted funds within stated limitations, for ordinary maintenance, extraordinary maintenance, and betterments and additions; 3) Inspect structures, grounds and equipment to determine corrective and preventative program needs; 4) Evaluate results of projects in terms of employee performance, job schedules and costs; 5) Assure completion within time and cost schedules; 6) Establish and maintain an effective working relationship among Maintenance personnel; 7) Evaluate the assignments of the work force and make recommendations and implement changes in the work force; 8) Coordinate, supervise and direct employees who provide maintenance services; 9) Conduct performance evaluation for those employees under his/her supervision and make recommendations to supervisors; 10) Initiate disciplinary action as necessary; and 11) Perform such other duties as are consistent with the overall responsibilities of the job.

ARTICLE 3

MANAGEMENT RIGHTS

The Board of Commissioners and its agents are legally responsible for the management of the Seattle Housing Authority. Reserved to the Authority, therefore, is the exclusive authority to manage, determine and operate its projects and employees and to regulate the general working conditions in relation to the efficiency of the operations subject to this Agreement. Except as specifically and expressly covered and controlled by the language of this contract or Federal or State laws and/or regulations, all matters relating to projects, facilities, budgets and personnel shall be determined and administered by the Authority through such policies, procedures, and practices as it may select. This statement of SHA's authority shall be deemed the equivalent of a detailed enumeration of all respects in which such authority may properly be exercised.

ARTICLE 4

EQUAL EMPLOYMENT OPPORTUNITY AND DIVERSITY

The Authority and the Council agree to maintain the present program of Equal Employment Opportunity for all employees and applicants regardless of race, color, sex, creed, religion, national origin, age, marital status, ancestry, parental status, sexual orientation, gender identity, or the presence of sensory or physical handicap. The Authority and Council reaffirm that they do and will continue to comply with Executive Order 11246 as amended by Executive Order 11375.

ARTICLE 5

METHOD OF EMPLOYMENT AND MAINTENANCE OF MEMBERSHIP

Section 5.1 Employment Standard-The Council and its affiliated unions recognize that the ability of the Authority to provide employment for their members depends in significant part on the Authority's image as a public agency deserving of support, and agree to cooperate with the Authority and assist its efforts to assure a fair day's work on the part of each of their members, to improve productivity, eliminate waste, conserve materials and supplies, improve the quality of performance, and strengthen good will among the Authority, its employees, the residents of housing units operated by the Authority, and the general public.

Section 5.2 Temporary Employment-Whenever employees are needed to fill maintenance or construction positions on a temporary basis, the Authority's residents will be offered the positions first, if qualified. If additional employees are needed after offering the positions first to the Authority's residents, the appropriate signatory unions will be notified. The Authority will contact the signatory union's dispatch office with a request for a temporary employee(s). The signatory unions will dispatch the requested temporary employee(s) by a dispatch slip to Human Resources at the Central Office of the Authority. The temporary employee(s) will be required to fill out an employment application and will have his/her criminal history and driving license checked to meet the Authority's requirements for employment. This process usually takes at least 2 days to be completed and the applicant is not paid for this time. If the dispatched employee(s) does not meet the Authority's requirements, then the process will be repeated until a satisfactory employee is found. In the event that the unions are unable to furnish necessary employees within 48 hours of the original dispatch request, the Authority may secure such personnel from other sources available to it. The signatory unions agree to refer qualified and competent employees to the Authority to fill the temporary positions. There is no interview process involved in the selection of the temporary employees. For all temporary employees who have been dispatched to the Authority from the signatory unions, the Master Agreement that the unions have with the appropriate organization or group that is responsible for executing a Master Agreement on behalf of employers, shall cover all wages, overtime rules, retirement contributions or health and welfare payments made to and on behalf of the dispatched employee(s). The Council may, after the 10th of each month, pick up from the Authority's Human Resource office, a listing of new employees who have been hired subject to this rule.

Section 5.3 Selection of Staff-The Authority may select its managers, assistant managers, supervisors and other employees performing similar supervisory duties regardless of whether or not such employees are members of the Council's affiliated unions. The Authority may have resident managers, resident manager floaters, and assistant resident managers who will be responsible for incidental maintenance and clean-up of units and common areas.

Section 5.4 Union Membership-It shall be a condition of employment that all employees of the Authority covered by this Agreement who are members of the Council, or of one of its affiliated trade unions, on the effective date of this Agreement, shall remain members in good standing, and those who are not members on the effective date shall, on or before the thirtieth (30) day following said effective date, become and remain members in good standing. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or before the thirtieth (30) day following the beginning of such employment, become and remain members in good standing with the Council or with the appropriate affiliated union.

Section 5.5 Union Security-The Authority shall discharge or otherwise cause the termination of employment of any employee as to whom the union through its representative delivers to the employer a written notice that such employee is not in compliance with Section 5.4 above. The Council or the appropriate affiliated union giving such a notice agrees to hold the Authority harmless and indemnify for any costs, expenses and attorney fees incurred by the Authority or any of its supervisory or management personnel as a result of erroneous and/or wrongful issuance of such notice by the Union and/or Council.

Section 5.6 Separation Pay-Employees who leave the employment of the Authority for any reason will be paid the full amount of compensation due within 24 hours of their last working day. Compensation due for sick leave is determined by Articles 14 and 24. Annual leave is paid at 100% of the accrued amount. The employee has the option to use the sick leave funds for medical insurance payments as defined by the COBRA regulations.

Section 5.7 Pre-Employment Driving Requirement-A pre-employment driving evaluation will be given to all new temporary or regular employees who will be driving service vans or dump trucks for the Authority. If hired, the time spent in taking the driving test will be paid for by the Authority.

ARTICLE 6

VACANCIES

Section 6.1 Filling Job Vacancies-The Council, and the appropriate Local Union, shall be notified by the Authority of any regular maintenance, or construction position vacancies. In filling regular maintenance, or construction vacancies, the Authority shall distribute an announcement of the vacancy to all Authority offices, stating the minimum qualifications and identifying who can apply for the position. In some unique cases, only the Authority's residents will be allowed to apply due to the Authority's goals for resident hiring. Whenever the announcement is given to the signatory unions for its non-bargaining unit members to apply, the at-large general public will also be notified. All vacancies will be filled through a competitive interview process. The Authority may reject an application for a vacancy from any person who is incompetent or unsatisfactory. If the Council or appropriate Local Union feels that a rejection of a bargaining unit member application has been arbitrary or capricious for the person involved, the Council shall have the right to submit the case for determination upon its merits as contained in Articles 22 and 23.

Section 6.2 Lateral transfers-Whenever a job vacancy occurs or a new job is created, notice of said job vacancy shall be posted four (4) working days prior to filling such job. It is then the right of any SHA employee in the affected job classification to indicate his/her desire to be considered for the vacancy. Preference shall be given to the applicant with the most seniority in the affected classification. Once an employee is notified of his/her approval for the transfer, the employee must transfer to the new location within 14 calendar days after notification. If the Council or approving Local Union believes that the rejection of a bargaining unit member application has been arbitrary or capricious for the person

involved, the Council shall have the right to submit the case for determination upon its merits as contained in Articles 22 and 23.

ARTICLE 7

INTRODUCTORY/PROVISIONAL PERIODS

Except for employees hired on a temporary basis, all new employees covered by this Agreement will be on introductory status for a period of six (6) months from the date of hire. Upon satisfactory completion of the introductory period, he/she will become and will be classified as a regular employee. Those maintenance employees promoted to a supervisory position in the unit, effective on the date of their promotion, will be classified as "provisional" employees and will remain in this classification for a period of six (6) months. For maintenance employees who are already supervisors but are promoted to a higher supervisory classification, they will be classified as "provisional" employees and will remain in this classification for a period of six (6) months. In the event a new employee fails to satisfactorily complete the introductory period, he/she will not necessarily receive advance notice of dismissal. If a provisional employee fails to satisfactorily complete the provisional period in his/her new position, he/she will be demoted to a position equal to the position held before his/her promotion if such position is available; otherwise the employee will be given two weeks' advance notice of dismissal.

ARTICLE 8

PERFORMANCE EVALUATIONS

Section 8.1 Schedule of Evaluations-A new employee will be evaluated at three (3) and six (6) month intervals for his/her first six (6) months of employment, and yearly after that for the first three (3) years. After three (3) years of continuous service in a classification, non-supervisory employees will be evaluated every two (2) years. Employees shall be entitled to have their Union Business Representative present during evaluations. Employees will be evaluated utilizing a performance evaluation form. A supervisory employee who has been transferred or promoted to a new position will also be evaluated during his/her first six (6) months on the new job (provisional status) and yearly thereafter. At the discretion of supervisory or management personnel, an employee may be evaluated more frequently if his/her performance necessitates a reevaluation. Copies of all performance evaluations will be included in the employee's personnel file and will be used for determining merit increases, transfers and promotions, or possible disciplinary or termination actions.

Section 8.2 Performance Improvement-A regular employee whose performance and/or conduct is unsatisfactory for a period of time shall be notified in writing that he/she is being placed on probation and what the deficiencies are. The employee shall sign the performance evaluation notice only for the purpose of showing he/she knows of its existence, not that he/she agrees with it. The form used will provide space for the employee's statement of rebuttal. The Union shall be advised in writing of employees placed on probation. If an employee fails to correct the problem(s) within a reasonable (not less than thirty (30) days or more than six (6) months) time, he/she may be discharged. The Authority may, but need not, use suspension as a disciplinary measure before considering discharge.

ARTICLE 9

WAGES

Section 9.1 Classifications and Rates of Pay-Classifications and rates of pay for non supervisory personnel shall be in effect for Fiscal Year 2010 (October 1, 2009-September 30, 2010) and are as follows:

Classification	Hourly Rate
Carpenter	\$31.27
Electrician	\$33.94
Painter	\$30.99
Plumber	\$33.94
Engineer	\$30.84
Vehicle Mechanic	\$29.55
Solid Waste Vehicle Mechanic	\$29.55
Glazier	\$30.99
Floor Coverer	\$30.99
Solid Waste Worker	\$30.40
Asbestos Abatement Worker	\$30.40
Maintenance Mechanic	\$27.09
HOPE VI Maintenance Mechanic	\$27.09
Maintenance Technician I	\$13.58
Maintenance Technician II	\$16.22
Maintenance Technician III	\$17.42
Pest Control Technician	\$27.29
Laborer	\$24.30
Solid Waste Laborer	\$24.30
Warehouse Clerk	\$24.30
Landscaper	\$17.57
Grounds Lead Worker	\$21.63
Industrial Cleaner	\$20.15
Janitor	\$13.27
Temporary Industrial Cleaner*	\$25.79
Temporary Janitor*	\$18.91

*Basic Industrial Cleaner rate times 1.280 to compensate for fringe benefit.

*Basic Janitor rate times 1.425 to compensate for fringe benefit.

1. Effective for Fiscal Year 2010 (October 1, 2009-September 30, 2010), employees will receive a wage increase of two percent (2%) as reflected in the above chart.
2. Effective for Fiscal Year 2011 (October 1, 2010-September 30, 2011), employees will receive a wage increase which reflects one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bremerton Area Consumer Price Index (W) between June 2009 and June 2010 with a minimum of one and one-half percent (1.5%) and a maximum of three percent (3%).
3. Effective for the fifteen month time period from October 1, 2011 through December 31, 2012, employees will receive a wage increase which reflects one hundred percent (100%)

of the percentage increase in the Seattle-Tacoma-Bremerton Area Consumer Price Index (W) between June 2010 and June 2011 with a minimum of one and three-quarter percent (1.75%) and a maximum of four percent (4%).

NON SUPERVISORY PREMIUM PAY RATES

Section 9.2 Premium Rates

- (1) A \$ 2.00/hour premium will be paid to individuals holding a full grade 3 license and actually performing maintenance work on the boiler; tests emergency generators; installs, services, charges, recharges, inspects, or installs portable fire extinguishers and performs backflow device certification. The person performing the emergency generator and fire extinguisher work must have a Seattle Fire Department fire and safety certificate, and if performing backflow testing, a State of Washington certificate.
- (2) A \$1.00/hour premium shall be paid when working in an assigned Lead capacity. The determination that a temporary Lead position is required, and the assignment of the temporary Lead, will be made by the crew supervisor at the beginning of the project. First priority for this assignment will be given to the Assistant Supervisor. The designated Lead, working at the direction of the crew supervisor, will be responsible for sequencing work, directing and assisting the crew and coordinating with the crew supervisor. To warrant the assignment of a temporary Lead, a project must require three or more workers, including the temporary Lead, and have an expected duration of four or more continuous hours.
- (3) A \$.75/hour premium will be paid when employee is performing light metal welding functions.
- (4) A \$1.25/hour premium will be paid when an employee is performing asbestos abatement or control work. The employee must be certified to perform this type of work.
- (5) A \$2.00/hour premium will be paid when a person is installing, servicing and maintaining automatic fire alarm systems, automatic sprinkler systems, fire pumps and controllers. The person must have a Seattle Fire Department fire and safety certificate and, if performing backflow testing, a State of Washington certificate.
- (6) Employees working at heights greater than 20' from the ground level using ladders or other non-motorized equipment to reach those heights will receive \$.50/hour premium for the work performed at that height. The premium rate for swing stage work at heights is a separate rate.
- (7) A \$1.25/hour premium will be paid when working on swing staging, boom, scissor or other motorized lift.
- (8) A \$1.25/hour premium will be paid when an employee is performing lead-based paint abatement work. The employee must be certified to perform the work using the equipment and protective clothing.
- (9) A \$2.00/hour premium will be paid when an Auto Mechanic is performing maintenance on solid waste compaction vehicles and stationary compactors.
- (10) A \$1.25/hour premium will be paid when an Asbestos Abatement Worker performs Abatement Supervisor duties.
- (11) A \$2.00/hour premium will be paid to Landscapers who hold a pest control license from the State of Washington. The Landscapers would conduct limited and basic pest control eradication of roaches, mice, wasps and common household ants under the oversight of a Pest Technician.

(12) A \$2.00/hour premium will be paid to Landscapers while performing specialized tree trimming work that includes tree climbing with climbing gear or the operation of a boom truck. The trimming and climbing will be limited to routine types of pruning intended for the health and aesthetics of trees. No topping, power line area work, "widow makers", trees fallen on buildings or other hazardous tree conditions will be worked.

Section 9.2a-These premium rates do not apply to temporary employees hired by dispatch through signatory unions. Master Agreement rules apply.

Section 9.2b-Method for payment of leave time- Specifically related to MOU No. 1, Item #1, regarding the 45 Maintenance Mechanic positions where SHA has chosen to fill positions with a specific trade skill within Carpentry, Electrical, Painting and Plumbing trades.

A supervisor will certify in writing that a MM/Carpenter, MM/Painter, MM/Plumber or MM/Electrician worked more than 50% of the work time at the higher rate of pay for the position after six (6) months in the position. Once that is certified, the supervisor will code in the premium rate of the higher pay for all leave time taken for the following year. Then annually after that, the supervisor must certify in writing that either the employee worked more than 50% of the time in the higher rate of pay or less than 50% of the time in the higher rate of pay. Based upon that certification, the rate of pay would be set at the lower or higher rate for the following year.

Section 9.3 Classifications and Rates of Pay-Classifications and rates of pay for supervisory personnel:

Maintenance Manager

The Maintenance Manager position will be paid a minimum of 10% above the highest paid employee that is supervised.

Supervisors

Supervisors will be paid a minimum of 10% above the highest paid employee they supervise. For those who are currently paid more than 10% above the highest paid employee they supervise, they will be held (red-circled) at that rate for the life of this contract with the cost of living increases added as noted in Section 9.3a.

Section 9.3a

1. Effective for Fiscal Year 2010 (October 1, 2009-September 30, 2010), employees who are held (red-circled) at a rate higher than ten percent (10%) above the highest paid employee that they supervise, will receive a wage increase of two percent (2%).
2. Effective for Fiscal Year 2011 (October 1, 2010-September 30, 2011), employees who are held (red-circled) at a rate higher than ten percent (10%) above the highest paid employee that they supervise, will receive a wage increase which reflects one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bremerton Area Consumer Price Index (W) from June 2009 through June 2010 with a minimum of one and one-half percent (1.5%) and a maximum of three percent (3%).
3. Effective for the fifteen month time period from October 1, 2011 through December 31, 2012, employees who are held (red-circled) at a rate higher than ten percent (10%) above the highest paid employee that they supervise, will receive a wage increase which reflects one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bremerton Area Consumer Price Index (W) from June 2011 through June 2012 with a minimum of one and one-half percent (1.5%) and a maximum of three percent (3%).

Index (W) from June 2010 through June 2011 with a minimum of one and three-quarter percent (1.75%) and a maximum of four percent (4%).

SUPERVISORY PREMIUM PAY RATES

Section 9.4 Premium Rates

- (1) Supervisory employees working at heights greater than 20' from the ground level using ladders or other non-motorized equipment to reach those heights will receive \$.50/hour premium for the work performed at that height. The premium rate for the swing stage work at heights is a separate rate.
- (2) A \$2.00/hour premium will be paid when a person is installing, servicing and maintaining automatic fire alarm systems, automatic sprinkler systems, fire pumps and controllers; tests emergency generators; installs, services, charges, recharges, inspects, or installs portable fire extinguishers and performs backflow device certification. The person must have a Seattle Fire Department fire and safety certificate and, if performing backflow testing, a State of Washington certificate.
- (3) A \$1.25/hour premium will be paid when working on swing staging, boom, scissor or other motorized lift.
- (4) A \$1.25/hour premium will be paid when a supervisor is performing lead-based paint abatement work. The employee must be certified to perform the work using the equipment and protective clothing.
- (5) A \$2.00/hour premium will be paid when a Vehicle Maintenance Supervisor is performing maintenance on solid waste compaction vehicles and stationary compactors.

Section 9.4a-These premium rates do not apply to temporary employees hired by dispatch through the signatory unions. The Master Agreement rules apply.

Section 9.5 Capital Improvement Work-When capital improvement program funds are used to pay Regular Maintenance employees, the rate of pay will be determined based upon the source of funds. The source of funds can be either Davis-Bacon Wage Determinations from the Department of Housing & Urban Development or from the State of Washington Prevailing Wage Rates. The rate of pay will be determined by comparing the average hourly wage for SHA workers who are paid wages according to this *Maintenance Agreement*. The average hourly wages have been calculated to include monetary amounts for medical, dental, retirement, life insurance and long-term disability benefits paid by the Seattle Housing Authority. There has been a reduction in the hours worked per year to account for Annual Leave, Sick Leave and holiday pay earned and used by the average employee.

When the SHA average hourly wage is below the Davis-Bacon or State Prevailing Wage, the employee will receive additional compensation equal to the differential in wages. The premium pay rates in Article 9 would also be added to any of the pay rates on these capital improvement projects as necessary.

When the SHA average hourly wage is above the Davis-Bacon or the State Prevailing wage, the wages paid to the employees will remain as stated in Article 9.

ARTICLE 10

WEEK'S WORK

Section 10.1 Overtime-Except for Maintenance Managers, all time on the time card entry worksheet in excess of forty (40) hours per payroll week (Friday through Thursday) and eight (8) hours per day, or ten (10) hours per day if the employee is working a 4-10 work week schedule, shall be considered overtime. Overtime shall be paid at the rate of time and one-half, except that if an employee works more than two hours overtime on any given day, the employee will be compensated at a double time rate for all overtime hours on that particular day. Employees required to work in excess of their normal work day are authorized an Authority-paid phone call to their residence of three minutes or less. Recorded time shall include Annual Leave, Sick Leave and paid holidays. The scheduled work week runs from Monday through Friday.

Section 10.2 Compressed Workweek-An employee, with prior management approval, may opt to work a 4-10 workweek schedule. The supervisor, with the concurrence of the Department Director, shall determine which employee, if any, can work a 4-10 work week, after considering (a) the employee's wishes, (b) the operational needs of the department and (c) coverage requirements. The 4-10 workweek can be changed by the Authority for documented business and staffing needs. It is the intent that a 4-10 work week shall include three (3) consecutive days off which shall include a Saturday and Sunday. Where an emergent need and/or an accommodation of an employee request dictate(s), an alternative day(s) off may be scheduled between Monday and Friday, with mutual agreement of the employee and the Authority.

Section 10.3 Authorization Process for Compressed Workweek-The Authority shall have the exclusive right to adopt rules and procedures defining and regulating the 4-10 work week program. The Management Rights rule in this Agreement describes the authority by which the Management may set the general working conditions in relation to the efficiency of the operations which includes the 4-10 work week. It is not the intent of the Authority to change the description of the 4-10 work week program as described in Section 10.1 and 10.2 above.

Section 10.4 Work Hours-The regular shift for Trades employees working five (5) 8 hour days will be from 7:00 am to 3:30 pm or from 8:00 am to 4:30 pm. The regular shift for Trades employees working four (4) 10 hour days will be from 7:00 am to 5:30 pm. The regular shift for Solid Waste Division employees will be from 6:00 am to 2:30 pm. The shift for Janitorial employees working on the night crew will be from 4:00 pm to 12:00 am with one-half (1/2) hour for lunch included as a shift differential. The regular shift for Trades employees working for HOPE VI or Special Portfolio groups can be from 7:00 am to 3:30 pm, 8:00 am to 4:30 pm or 9:00 am to 5:30 pm. Only volunteers from the existing staff for these two work groups will work the 9:00 am to 5:30 pm; or any new staff hired that have been informed of the requirement that a 9:00 am to 5:30 pm shift may be required of them. The information regarding the 9:00 am to 5:30 pm shift requirement must be posted on the job announcement.

Work Group	Hours of work
Solid Waste Division	6:00 a.m. to 2:30 p.m.
Impact Property Services (maintenance)	7:00 a.m. to 3:30 p.m. or 8:00 a.m. to 4:30 p.m.
Janitorial Services	4:00 p.m. to 12:00 a.m.
Impact Property Management (IPM) HOPE VI and Special Portfolio (maintenance)	7:00 a.m. to 3:30 p.m. or 8:00 a.m. to 4:30 p.m. or 9:00 a.m. to 5:30 p.m.

Employees wanting to start work at other than the approved start times identified in this section can make a request to their immediate supervisor, stating the reason(s) for the flexible start time. Their supervisor may grant approval for valid reasons such as child care, car pool, elder care, vanpool and medical accommodations. If the request is denied by their supervisor, the employee can appeal the decision to the Labor/Management Committee.

Section 10.5 Flexible Schedule-Maintenance Technicians will be allowed to work a part-time payroll week (Friday through Thursday) with a non-standard weekend of Tuesday and Wednesday instead of Saturday and Sunday to allow for coverage needs at the community facilities at HOPE VI sites. The hours of work will be determined based upon usage patterns of the facilities. All overtime provisions in Article 10, Section 10.1 apply.

Section 10.6 Sick Leave for Inclement Weather- When the Executive Director declares that the work day is an "inclement weather" day, employees may use sick leave to pay for time not worked on the inclement weather day if the employee has no other annual leave or personal holidays remaining in order to be paid for that day.

Section 10.7 Cancellation of Work-Cancellation of work due to snow will not result in loss of pay for regular employees. Employees who perform work on a day when work is canceled will receive one (1) day of Annual Leave as compensation.

ARTICLE 11

TEMPORARY EMPLOYEES

Section 11.1 Standards for Temporary Employees-It is agreed that all temporary employees hired by the Authority through the respective unions affiliated with the Council will be paid at the prevailing Building Trades Residential or Commercial Rate as appropriate, including the fringe benefit contributions to be paid either to the Trust Funds specified in collective bargaining agreements of the affiliated unions or, upon written request of the union, the fringe benefits may be paid directly to the employee. When the fringe benefits are paid to the Trust Funds, the unions and the Authority hereby agree to be bound by the terms of the Trust agreements for the exclusive benefit of the temporary employee or their lawfully appointed successors.

Section 11.2 Public Employees Retirement System Re-Opener-In the event coverage of the Washington Public Employees Retirement System is extended to any such employee or class of employees so as to increase the amount of contributions to be made by the Authority with respect to any such employee(s), then the nature and extent of the Authority's obligation to make contributions under Article 11 shall be automatically reopened as a subject of bargaining.

Section 11.3 Modernization Work-The Authority may employ temporary employees from the Council affiliated unions for the purposes of modernization or rehabilitation work associated with housing redevelopment or may use regular employees to do the work. The temporary employees who are performing work in these programs must be paid at the prevailing Davis-Bacon wage rate as determined by the HUD Department of Labor office. If the Davis-Bacon wages and benefits are greater than the Authority wages and benefits, there will be a differential paid to those employees only during the time they are working on those programs. If the Davis-Bacon wages and benefits are less than the Authority wages and benefits, there will be no differential and the wages in the Maintenance Agreement will be paid to the workers performing the work.

ARTICLE 12

HOLIDAYS

Section 12.1 Guidelines for Use and Pay-Recognized holidays shall be New Year's Day, Martin Luther King, Jr.'s Birthday, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day (in lieu of Columbus Day) and Christmas Day. An employee who is separated from employment on the last scheduled workday preceding a holiday will not receive the holiday pay. An employee who is on leave without pay status on the last scheduled workday preceding a holiday will not receive holiday pay. There will be three personal holidays to replace General Election Day, Lincoln's Birthday and Veterans Day. To be eligible for the personal holidays a new employee must begin employment by June 1 for all three personal holidays and if hired after June 1 and before November 11, then two personal holidays will be allowed and all personal holidays are to be used by the end of the calendar year. If hired on or after November 11, no personal holidays will be given for that calendar year.

Section 12.2 Holiday Pay-There shall be no deduction of pay for the holidays above provided.

Section 12.3 Holiday Double Time-If employees are required to work on a recognized holiday, they shall be paid at the rate of double the straight hourly rate as set forth in Article 10 above. In addition the employee will receive the holiday pay for this day.

Section 12.4 Alternate Holiday-Whenever any of the holidays fall on a Saturday or a Sunday, the preceding Friday, for the former and the following Monday, for the latter, shall be substituted therefore.

Section 12.5 Personal Holidays-Personal Holidays must be scheduled in advance and not impair departmental operations as determined by the department Director. Personal holidays must be taken during the calendar year and cannot be carried forward as part of an employee's annual leave. As stated in Section 12.1, those employees on payroll at the beginning of a calendar year will be credited with twenty-four (24) hours of personal leave. The actual crediting will appear on the first payroll of the year, which spans from the previous calendar year to the current calendar year, but the leave cannot be taken until the current calendar year begins.

Section 12.6 Prorated Personal Holidays-At the time personal holidays are used, employees who work less than a full-time schedule will have the hours used for the personal holiday prorated based upon the hours in their regular work week and a five (5) day work week. (e.g.: A person who works a thirty (30) hour week, and works three (3) 10-hour days, will be awarded six (6) hours towards a personal holiday and will need to use four (4) hours of annual leave to make up the difference for a 10-hour day.)

Section 12.7 Paid Holiday Pay-When the Executive Director declares the day before a holiday an inclement weather day, and the employee does not have any compensated leave available for the one (1) day before a holiday, SHA will still pay the employee for the holiday. The employee may be on approved or unapproved leave without pay for the one (1) day only.

ARTICLE 13

ANNUAL LEAVE

Section 13.1 Use of Annual Leave- Annual Leave and Anniversary Leave will be combined and be called Annual Leave. Regular full-time employees will accrue Annual Leave according to the accrual format and rate table below. Less-than full-time employees will have their annual leave accrual pro-rated. Eligible employees will be able to use the combined leave as soon as they earn it. Annual Leave hours will be earned bi-weekly based on the number of paid hours in the pay period. The maximum number of paid hours that can be used for calculating leave benefits will be 80 hours per pay period. Paid hours include regular work hours and all types of paid time off including annual leave, sick leave, holidays and personal holidays. Overtime hours worked is not factored towards annual leave accruals. For employees hired after April 1, 1987, the amount of annual leave carried forward at the end of the calendar year shall not exceed two hundred forty (240) hours. Employees hired prior to April 1, 1987, shall accumulate annual leave at the normal rate and the amount of annual leave carried forward at the end of any calendar year shall not exceed three hundred sixty (360) hours or forty-five (45) days. Temporary employees do not receive annual leave.

Section 13.2 Scheduling of Annual Leave- Annual leave shall be taken at a time mutually agreeable between the supervisor and the individual employee.

Section 13.3 Anniversary Leave- Anniversary Leave will be combined with Annual Leave according to the following schedule:

Accrual Rate Table:

<i>ANNUAL & ANNIVERSARY LEAVE COMBINATION ACCRUAL</i>			
During Service Year	Annual Leave Accrual (bi-weekly)	Annual Leave Monthly Equivalent	Annual Hours (All Automatic)
1	3.84	8.33	100
2	4.00	8.67	104
3	4.15	9.00	108
4	4.31	9.33	112
5	4.46	9.67	116
6	4.62	10.00	120
7	4.77	10.33	124
8	4.92	10.67	128
9	5.08	11.00	132
10	5.23	11.33	136
11	5.23	11.33	136
12	5.23	11.33	136
13	5.23	11.33	136
14	5.54	12.00	144
15	5.54	12.00	144
16	5.54	12.00	144
17	5.85	12.67	152

18	5.85	12.67	152
19	5.85	12.67	152
20	6.15	13.33	160
21	6.15	13.33	160
22	6.15	13.33	160
23	6.46	14.00	168
24	6.77	14.67	176
25 +	7.69	16.67	200

Section 13.4 Leave Without Pay-Leave without pay must be requested in writing by the employees and approved in advance by the Department Director or designee. Unpaid leaves of absence, including extensions, shall not exceed five (5) months duration, although special protection may be extended to employees on leave without pay for major injury or illness.

In exceptional circumstances beyond the employee's control, leave without pay may be granted based upon the employee's past attendance and performance if all annual leave has been used. Leave without pay must be approved in advance by the Department Director or designee.

ARTICLE 14

SICK LEAVE

Section 14.1 Sick Leave Accrual-Employees will earn sick leave hours bi-weekly based on paid hours. The accrual rate will be based on 96 hours annually (3.69 hours per pay period) for a full-time employee and prorated for less-than full-time employees. The maximum number of paid hours that can be used for calculating leave benefits will be 80 hours per pay period. Temporary employees do not receive sick leave. Unused sick leave may be accumulated without limit.

Section 14.2 Use of Sick Leave-In computing sick leave, employment shall be considered on a five (5) day-per-week basis. Leave may be taken in units of not less than one-quarter (1/4) hour per day. Absence for a period of three (3) days or more, or any absence for sickness immediately preceding, during or following another type of leave, may be subject to certification by a physician or other practitioner. Sick leave will be granted for sickness or preventive treatment (dental work, etc.). Abuse of or fraudulently obtaining or attempting to obtain sick leave is cause for termination.

Section 14.3 Sick Leave Accumulation-Unused sick leave may be accumulated without limit.

Section 14.4 Retiree Health Insurance Benefit-Employees eligible for retirement who have initiated monthly retirement benefits under the State Employees' Retirement System shall be eligible for health insurance coverage under the same program for retired employees of the City of Seattle. If the employee is eligible for retirement but does not begin monthly retirement benefits immediately upon termination of employment with the Authority, but does continue medical insurance through COBRA, that person may enroll in the retiree plan any time during COBRA or within 30 days after the termination of COBRA coverage.

Section 14.5 Sick Leave Payout-Any employee covered by this Agreement may designate a beneficiary to receive a cash payment in an amount equal to twenty-five (25) percent of such employee's accumulated and unused sick leave, which designation shall be in writing and filed with the Authority,

and in the event of death of the employee, such payment shall be made to the designated beneficiary at the rate of pay of the employee in effect on the day prior to his or her death.

Section 14.6 State Industrial Insurance-Employees suffering illness or injury compensable under the State Industrial Insurance and Medical Aid Acts shall receive compensation for time lost due to injury in the following ways:

- (1) Employees may choose to use State Disability Compensation based upon State guidelines for payment, or
- (2) Employees may choose to use sick leave in lieu of State Disability Compensation until sick leave is exhausted and then use State Disability Compensation, or
- (3) Employees may choose to use sick leave first and then annual leave in lieu of State Disability Compensation until all annual leave is exhausted and then use State Disability Compensation.
- (4) Compensation from the State that is received by the employee while using sick leave must be reimbursed to the Authority for buying back used sick leave. Under no circumstances can employees receive sick leave and State Compensation for the same period of disability. All reimbursements will be used to buy back sick leave first and then annual leave if the employee has used annual leave and chooses to buy it back using payments received from the State.

Section 14.7 Payment at Termination-An employee covered under this agreement will be paid up to twenty-five (25) percent of their earned but unused sick leave benefits upon their voluntary termination.

Section 14.8 Conversion of Sick Leave-An employee can convert sick leave to annual leave at the proportion of four (4) sick leave hours to one (1) annual leave hour after all the employee's annual leave hours have been used. The converted annual leave must be used at the time of conversion.

Section 14.9 Modified Duty-The Authority will endeavor to return all injured workers to their regular job, at the regular rate of pay for that job, in cooperation with the employee, the employee's physician, the Authority Safety Officer and the Council. For on-the-job injuries, the State Labor and Industries Department will also be involved. The Authority will determine whether any Modified Duty is available on a case-by-case basis, in cooperation with the employee, the Human Resources Director and the employee's physician, who must authorize the release for modified duty.

Family and Medical Leave Act

- (1) An employee shall not lose any previously accrued seniority as a result of unpaid leave. Seniority shall not accrue during unpaid leave except for industrial injury, maternity leave (both FMLA, WFLA, and pregnancy or childbirth disability), and military service. At the employee's option, sick or vacation leave from the employee's accrued leave may be substituted for unpaid leave provided for in this Section.
- (2) Use of paid sick leave or annual leave will not count against FMLA leave, except at the employee's request. Leaves taken under the Washington Family Care Act, Washington Pregnancy Disability Regulation (maternity/pregnancy/childbirth disability), or the Washington Family Leave Act shall be in addition to the twelve (12) weeks of FMLA leave even if the reason for the leave is also a qualifying condition under FMLA.
- (3) Illness or temporary disability resulting from pregnancy or childbirth shall be treated as any other temporary illness or disability. Disability leave provided on the basis of preg-

nancy/childbirth shall be granted for the period of actual disability. Leave granted under this Subsection shall be in addition to any other leave provided in this Agreement.

(4) Seniority shall continue to accrue during maternity/pregnancy leave (both FMLA and pregnancy disability leave). An employee will be allowed to return to the same or similar job with the same pay after returning from pregnancy disability leave, providing the employee can perform the essential functions of the position, with or without reasonable accommodation.

(5) An employee under this Section is eligible to receive transferred leave from employees who wish to voluntarily donate leave pursuant to Article 14, Section 14.9(6k)1.

(6) In order to be eligible for FMLA leave, an employee must have been employed for at least twelve (12) months, and have worked a minimum of 1250 hours during the twelve (12)-month period immediately preceding a request for leave pursuant to this policy.

(a) **Leave Entitlement.** For purposes of determining the amount of leave available to any employee upon request and except as otherwise provided by the FMLA, the Authority will measure the twelve (12)-month period backward from the date the individual employee uses any FMLA qualifying leave. The Authority may, upon sixty (60) days notification to its employees, change the method by which this determination is made with the Union's approval.

(b) **Annual Family Leave.** Subject to the notice and certification requirements described herein, an employee may request and the Authority will provide a maximum of twelve (12) weeks unpaid family leave during any twelve (12) month period for the following reasons: (1) the birth or care of a newborn child, (2) placement with an employee of a child for adoption or foster care; (3) to care for the employee's spouse, domestic partner, child or parent with a serious health condition; or (4) the serious health condition of an employee which causes the employee to be unable to perform the functions of the employee's job.

(c) If both parents are employed by the Authority and desire to take leave as a result of the birth of a child or to care for such a child or alternatively as a result of the placement with the employees of a child for adoption or foster care, the parents are entitled together to a total of twelve (12) weeks of leave. Family leave taken for the care of a newborn or a newly placed or adopted child must be taken within twelve (12) months of the birth or placement of the child.

(d) **Continuation of Medical Benefits.** During the period of the leave, the Authority shall continue to provide insurance benefits on the same basis that such benefits were provided prior to commencement of the leave or on the same basis as provided to other employees in the event the Authority plan changes during the time of the leave; provided, however, that the Authority may recover the cost of premiums paid for maintaining coverage for the employee under such group health plan during the period of the FMLA leave if the employee fails to return to work for reasons other than the continuation, recurrence or onset of a serious health condition or as a result of circumstances beyond the employee's control.

- (e) **Reinstatement.** Upon return from FMLA leaves, an employee shall be entitled to the position of employment held by the employee when the leave commenced or an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. The employee shall be reinstated to the same or similar position at his or her former work site, or at a work site that is geographically proximate to the employee's former work site, if the employee can perform the essential functions of the position, with or without reasonable accommodation for a physical, sensory or mental disability. An employee who returns from a leave shall not lose any benefit accrued prior to the date on which the leave commenced. No employee who returns from a leave shall be entitled to any right, benefit, or position to which the employee would not have been entitled had the employee not taken leave.
- (f) **Notice.** An eligible employee who foresees that he/she will require leave for the birth/care of a child or placement of a child for adoption or foster care, must notify, in writing, the Human Resources office not less than thirty (30) calendar days in advance of the start of the leave. If not foreseeable, the employee must provide written notice as soon as is practicable under the circumstances. Notice may be given by the employee's spokesperson (e.g., spouse, adult family member or other responsible party) if the employee is unable to do so personally. An eligible employee who foresees the need for a leave of absence due to planned medical treatment for him/herself, his/her spouse, child, parent or domestic partner, should notify, in writing, the Human Resources office as early as possible so that the absence can be scheduled at a time least disruptive to the operations of the Authority. Employees must give at least thirty (30) calendar days written notice or fourteen (14) days notice for terminal illness of child, unless impractical, in which case the employee must provide as much written notice as circumstances permit.
- (g) **Medical Certification.** If requested leave is to care for a spouse, domestic partner, child or parent who has a serious health condition, the employee may be required to file with the Authority in a timely manner a health care provider's statement that the employee is needed to care for his/her son, daughter, spouse, domestic partner or parent and an estimate of the amount of time that the employee is needed for such care. If the requested leave is due to a serious health condition of the employee which renders the employee unable to perform the functions of the employee's job, the employee may be required to file with the Authority such physician or health provider certifications as are required by the Authority consistent with the FMLA. In the event the Authority has reason to doubt the validity of the health care provider's statement or certification for leave taken where certification is required, the Authority may, at its expense, require second and third opinions as specified in the FMLA.
- (h) FMLA medical information obtained by the Authority must be kept in a separate confidential file in the Human Resources office and be accessible to only the Human Resources staff, Executive Director or Department Director on a need-to-know basis, the employee's own doctor and such others that the law requires.
- (i) **Intermittent Leave.** Leave taken as a result of birth, care or placement for adoption or foster care may not be taken on an intermittent basis. Subject to the limitations set

forth in the FMLA, leave taken as a result of a serious health condition of a spouse, child, parent or domestic partner or because of a serious health condition of an employee which renders the employee unable to perform the functions of his/her job may be taken on an intermittent or reduced leave schedule when such need is certified by a health care provider to be medically necessary; provided that, where such reduced or intermittent leave is foreseeable, the Authority may transfer an employee to an alternate position with equivalent pay and benefits which better accommodates the employee's recurring periods of leave.

- (j) **Notice of Return to Work.** Employees who take leave pursuant to the provisions of this policy and the FMLA must provide notice regarding their intentions to return to work every four (4) weeks.
- (k) Any employee may apply for advanced sick leave up to a limit of ten (10) days when they do not have sufficient sick leave to use for the employees' recovery from serious illness or injury. Advanced sick leave will be reimbursed to the Authority by the employee not accruing sick leave upon return to full time work until the number of days advanced equals the number of days accrued at the rate of eight (8) hours per month.
- (l) The voluntary leave transfer program included in the SHA *Manual of Operations* shall provide income protection for all regular SHA employees not on probation, and their domiciled families, who have encountered an illness, injury, impairment, physical condition (including pregnancy) or mental condition, which are of an extraordinary or severe nature. This program will provide income protection when such an illness has caused, or is likely to cause, the employee to go on leave without pay or to terminate employment because of insufficient leave credits to cover the absence from work.

This policy affords regular employees the opportunity to share their earned leave benefits with other staff. Leave time may be donated only to supplement an approved recipient's time loss over and above income received from disability insurance coverage and/or industrial accident insurance coverage up to the normal salary received by the recipient, not to exceed the employee's normal net pay, based on an 80-hour pay period. The maximum number of hours that can be transferred into a recipient's account is 720 hours (90 days) per incident.

Section 14.10 Bereavement Leave-One (1) day of Employer-paid leave shall be allowed after notification to the supervisor in the event of a death in the employee's family, which shall include the employee's spouse or domestic partner, parents, in-laws, foster relations, sibling, child, grandchild and grandparent of either the employee or of the employee's spouse or domestic partner.

ARTICLE 15

MEDICAL, DENTAL, VISION, LIFE, LONG TERM DISABILITY, AND ACCIDENTAL DEATH AND DISMEMBERMENT PLANS

Section 15.1 Benefit Package-This Agreement recognizes that the Authority participates in the City of Seattle's insurance benefits under a contractual agreement between the City and the Authority. Pursuant to that agreement, the Authority is to offer identical benefits packages, with the same insurers as the City. The City reserves the right to modify, expand or otherwise change the benefit plan without the

Authority approval (including implementation of a flexible benefit plan) and will inform the Authority of its intent to modify prior to implementing the change. Accordingly, the Authority shall comply with the City of Seattle's guidance and practices involving enrollment eligibility, premium schedules, co pay and other expenses not covered under any of these programs.

Section 15.2 Initial Eligibility- Coverage for medical, dental, vision, life, long term disability, and accidental death and dismemberment becomes effective on the first calendar day of the month following the employment date (first day of work). If the first day of work is the first calendar day of a month, then benefits will begin on that day. If the first day of work is not the first calendar day of the month, then benefits will start on the first of the following month. For example: If the first of the month falls on a Saturday, and the employee's first day of work is on Monday (the third calendar day of the month), then the employee's benefits would start on the first of the following month, even though the employee's first day of work is on the first work day of the month.

Section 15.3 Continuing Eligibility- Employees must have 80 hours of compensable hours in a month to qualify for coverage for that month. Coverage is not affected by any period of unpaid leave of absence of fifteen days or less. Authority payment for benefits for employees on leave without pay shall be discontinued on the first of the month in which the employee is on leave without pay on the first calendar day of that month and remains on leave without pay beyond the 15th day of the same month. Refer to Article 14, Section 14.9(6d) regarding continuing eligibility when FMLA-qualified leave of absence is involved. Employees on leave without pay who wish to continue their coverage beyond their eligibility for Authority coverage may do so through COBRA, at their own expense, or self-pay for life, long term disability, or accidental death and dismemberment insurance.

Section 15.4 Reinstatement- Employees returning to work after an unpaid leave of absence, whose benefits have terminated and who are otherwise eligible will have benefits reinstated according to their return date:

- (1) Return on the first through the fifteenth, coverage is effective the first of that month;
- (2) Return the sixteenth through the end of the month, coverage reinstates the first of the following month.

Employees may obtain benefit information from the Authority's Human Resources Department.

ARTICLE 16

RETIREMENT BENEFITS

The retirement benefits under the State Employees Retirement System shall be provided for each regular employee under the rules of the State Employees Retirement Board.

ARTICLE 17

JURISDICTION OF AGREEMENT

It is understood that this Agreement relates only to buildings owned and/or operated by the Authority, or to equipment owned and/or leased by the Authority. The Agreement does not cover any installation work in connection with structural additions to the buildings.

ARTICLE 18

ASSIGNMENT OF WORK

All regular employees, as well as temporary employees, may be transferred and/or assigned to any project coming under the management and/or direction of the Authority either directly or indirectly. An employee who is assigned work for which a higher pay scale is normally in effect will be paid at the normal rate of the higher pay scale based on the collective bargaining agreement, Article 9 (including applicable premiums). When a non supervisory employee substitutes for a supervisor, he/she will be paid at the appropriate rate established by the supervisory collective bargaining agreement in Section 9.3. A supervisor who is temporarily assigned responsibility in a higher paid position shall have his/her wage adjusted to the appropriate rate in the supervisory classification in which he/she is performing as described in Section 9.3.

ARTICLE 19

PROTECTIVE CLOTHING AND UNIFORMS

Section 19.1 Protective Clothing-The Authority will provide all protective clothing and equipment required by WISHA; this shall include the provision of throwaway coveralls and gloves for employees when spray painting with toxic epoxy, toxic oil stains or toxic waterproofing compounds. A joint effort will be made to increase foot protection for employees operating power mowers, it being agreed that employees will, as a first step, wear a substantial shoe or boot. Any employee required to wear protective footwear in the performance of their duties is eligible to request a reimbursement of \$60.00 once in each calendar year. The employee must submit a receipt for the footwear showing proof of purchase. In addition, for those repeated or continuous assignments which will result in greatly accelerated deterioration of personal footgear, the Authority will make available suitable footgear for use during such work assignments.

Section 19.2 Uniforms-The Authority will provide five (5) work shirts, annually, to each employee. Cleaning and maintenance of the shirt is the responsibility of the individual employee. The Authority will replace all such worn out shirts upon turn-in of such shirt by the employee.

ARTICLE 20

TOOL REIMBURSEMENT

Section 20.1 Reimbursement-The Authority shall reimburse maintenance employees for personal tools lost due to fire or substantiated theft from Authority premises. Employees must submit an inventory at the time of employment and update the listing as tools are added or subtracted from those required to be supplied by the employee. The inventory listing shall be submitted to the Operations Program Administrator or Property Management Administrator if working at a site-based location. . . Acknowledgment of receipt of the inventory list will be returned to the employee. Employees must have the inventory on file prior to the loss and are responsible for notifying management whenever personal tools are removed from Authority property.

Section 20.2 Tool Allowance-The Vehicle Mechanics and the Vehicle Maintenance Supervisor will be allowed a \$750.00 tool allowance for each calendar year for tool replacement or upgrade. Proof of purchase will be required before reimbursement can be made.

ARTICLE 21

STOPPAGE OF WORK

During the term of this Agreement there shall be no stoppage of work arising out of the application of this Agreement. All disputes shall be settled in accordance with the provisions hereinafter set forth.

ARTICLE 22

SETTLEMENT OF DISPUTES

It is the intent of the Council and the Authority that all disputes arising out of the interpretation or application of this Agreement shall be amicably settled in accordance with the provisions hereof. The grievance procedures are written for a grievance of the Council against the Authority, but it is understood the steps are similar for a grievance of the Authority against the Council. Any employee who considers himself/herself unjustly treated must first communicate this grievance to the Council's representative.

Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or non occurrence upon which the grievance is based, that date being thirty (30) calendar days or less prior to the initial filing of the grievance.

Majority Interest: A grievance in the interest of the majority (51%) of the employees in the bargaining unit shall be reduced to writing by the Council and may be introduced at Step 3 and shall be processed within the time limits set forth herein. The filing must be within thirty (30) calendar days of the alleged contract violation.

A grievance shall be processed in accordance with the following procedure:

Step 1: A grievance shall be presented in writing, including identification of the Section(s) of the Agreement allegedly violated and the violation, by the Council representative to the Property Management Administrator or Operations Program Administrator or designee of the aggrieved employee within thirty (30) calendar days of the alleged contract violation. The parties shall make every effort to settle the grievance at this stage promptly. The Property Management Administrator or Operations Program Administrator shall answer the grievance in writing within twenty (20) calendar days after the end of discussions with the Council representative. Any settlement reached at Step 1 shall be final and binding.

Step 2: If the grievance is not resolved as provided in Step 1 the Council representative shall forward the grievance to the Director of Housing Operations or designee within fifteen (15) calendar days after the Step 1 answer was received. The Director of Housing Operations or designee shall thereafter convene a meeting within fifteen (15) calendar days between the Council representative and the aggrieved employee, together with the Property Management Administrator or Operations Program Administrator and any other members of management whose presence is deemed necessary by the Authority to a fair consideration of the alleged grievance. The Director of Housing Operations shall give a written answer to the Council within fifteen (15) calendar days after the grievance meeting. Any settlement reached in Step 2 shall be final and binding.

Step 3: If the grievance is not resolved as provided in Step 2, or if the grievance is initially submitted at Step 3 pursuant to the Majority Interest, the Council representative shall then forward the written grievance to the Human Resources Director within fifteen (15) calendar days of the decision issued in Step 2. The Human Resources Director shall investigate the alleged contract violation and, if deemed appropriate, shall convene a meeting within fifteen (15) calendar days after receipt of the grievance between the aggrieved employee and the Council representative together with the Director of Housing Operations and the Property Management Administrator or Operations Program Administrator. Within fifteen (15) calendar days after the meeting, the Human Resources Director shall forward a written reply to the Council. Any settlement reached in step 3 shall be final and binding.

The time limits referred to in the grievance procedure will not be waived unless agreed to by written mutual consent by Council and Authority (above supervision level). If the Authority, or the employee or the Council fails to meet any time limits, the grievance shall be deemed to be settled in favor of the other party. Any time limits in the steps may be extended for a period not to exceed thirty (30) calendar days by mutual agreement of both parties.

ARTICLE 23

ARBITRATION OF DISPUTES

In the event the representatives cannot agree within ten (10) calendar days after the Authority's written response to Step 3 as set forth in Article 22, it shall be submitted within ten (10) calendar days to an arbitrator unanimously agreed upon by a representative from the Authority, and a representative from the Council. If the parties are unable to agree upon an arbitrator, they shall obtain a list of seven arbitrators from the Federal Mediation and Conciliation Service (FMCS) and they shall alternately strike names from the list; the right to strike first shall be determined by lot. The last name remaining shall be the arbitrator. The cost of such third-party arbitration shall be paid by the losing party. If partial relief is specified for one or both parties, the arbitrator shall make an award allocating cost. The representatives shall inform the arbitrator that a decision shall be completed within thirty (30) calendar days from the completion of the hearing. The decision of the arbitrator shall be final, conclusive and binding upon the Authority, the Council and the employees involved.

ARTICLE 24

REDUCTION IN FORCE

Section 24.1 Definition.

- (1) Temporary employees - Persons employed in a temporary classification for a specified period of time or project on a full- or part-time basis. Such persons' employment automatically terminates at the end of the specified period of time or project unless advised to the contrary in writing. Temporary employees are paid the appropriate prevailing wage and receive only the Union benefits for which they are qualified.
- (2) Introductory employees - All persons newly employed in a regular classification for an indefinite duration as regular employees who have not completed the introductory period which shall be six (6) months.
- (3) Provisional employees - All employees in supervisory positions by reason of transfer or promotion, who have not completed the provisional period which may last a period of six months.

- (4) Regular employees - Persons employed in a regular classification for an indefinite and unspecified duration on a full- or part-time basis, and who have completed the probationary period. Regular employees shall be paid and receive benefits in accordance with this Agreement.

Section 24.2 Termination.

- (1) Temporary or introductory employees may be terminated at any time at the Authority's sole discretion.
- (2) Regular employees, including those on provisional status, may be terminated only for just and sufficient cause in accordance with the Authority's personnel manual. Just and sufficient cause shall include, but not be limited to, unsatisfactory service, attitude, attendance or performance; violation of SHA's rules and regulations and/or failure to follow instructions of a supervisor.
- (3) All regular employees terminated for just and sufficient cause and terminated introductory employees shall be paid for earned accumulated annual and anniversary leave but not for sick leave.

Section 24.3 Lay-Off.

- (1) Layoff is a termination of an employee's employment not directly related to performance or service. Layoff reasons include, but are not limited to, reduction in staff for budgetary considerations or work load and/or elimination of a position due to administrative reorganization.
- (2) In all layoffs in any trade the following factors shall apply:
 - (a) All temporary and/or introductory employees shall be laid off in the category or trade undergoing layoff before any regular employees are laid off.
 - (b) Demonstrated skill and ability to perform the work within the category, trade and/or craft described in the Authority's manual of operations. When the skill and ability of employees to be laid off are equal, then length of continuous service with the Authority shall prevail.
 - (c) Length of continuous service with the Authority within the craft affected by layoff.
 - (d) The Authority shall be entitled to retain supervisors and individuals having a dual rate, one of which shall be a supervisor, out of regard to seniority. Such employees shall continue to accrue seniority in their trade during the time they serve in a supervisory capacity.

Section 24.4 Recall from Lay-Off.

- (1) Employees laid off in accordance with the above paragraph shall be eligible for recall for up to twelve (12) months from the date of layoff, by inverse order of layoff, provided the employee is qualified and available.
- (2) Any notice of recall to a laid off employee shall be by certified mail to the employee's last known address. It is the responsibility of each employee to keep the Authority advised of any changes in address or telephone number.
- (3) When the employee is notified of the recall, the employee must contact the Authority and report to work within forty-eight (48) hours of the specified reporting time or he or she will be removed from the recall list. In cases where the former employee is

employed and needs to notify his or her current employer of his or her resignation, the Authority will allow the recalled employee, in addition to the forty-eight (48) hours, up to two (2) weeks before reporting to work for the Authority.

- (4) The Union shall be notified of the employee's recall at the same time as the employee who is recalled is notified and the Union and the Authority shall make every effort available to it to notify the recalled employee by mail, telephone or other means and to give the date and time to report to the Authority.

Section 24.5 Seniority.

- (1) The seniority of an employee in the category/craft shall be established, after the employee has been removed from the introductory status, as of the date on which he/she was hired as an introductory employee within the craft.
- (2) The seniority rights of an employee in the craft shall be lost for the following reasons:
 - (a) Resignation.
 - (b) Discharge (not for reduction in force or probation).
 - (c) Retirement.
 - (d) Failure to return to work in answer to a callback from layoff.
- (3) The seniority of a regular employee shall not be lost for the following reasons:
 - (a) Time lost by reason of industrial accident and/or industrial illness. Seniority shall accrue for the period of time lost.
 - (b) Time lost by reason of jury duty and temporary active duty in the Armed Forces of the United States. Seniority shall accrue for the period of time lost.

Section 24.6 Affirmative Action.

- (1) Layoff will be in compliance with Article 4.
- (2) The same criteria defined for layoff for all employees shall be applied to protected classes of employees to affect the compliance criteria.

ARTICLE 25

SAFETY MEETINGS

Section 25.1 Safe Work Environment- The Authority agrees to provide a safe and healthful work environment for all employees consistent with applicable safety and health laws and regulations.

Section 25.2 Safety Committee- A Central Safety Committee and regional Local Safety Committees consisting of equal numbers of elected employees and management representatives shall meet on a regular basis, at least quarterly, to review safety issues and recommend improvements. Local Safety Committees shall conduct safety meetings for staff covered by this Agreement if the topic of the safety meeting is directly related to the employees covered under this agreement. The meetings will be held at regional locations and attendance is mandatory.

Section 25.3 Reporting Safety Violations- If an employee feels that problems are caused or aggravated by work related assignments or substances at the Authority, the employee will make that information known to his or her immediate supervisor and/or the Director of Human Resources, who will evaluate the information and, if necessary, make reasonable efforts to correct the situation.

ARTICLE 26

APPRENTICE PROGRAM

The Authority and the Council agree to utilize to the maximum extent practical the existing affiliated union apprenticeship programs to train Maintenance employees. Employees in an apprenticeship program can begin at a rate of pay that is mutually acceptable to the Unions and the Authority. Advancement through the program is dependent upon the employee performing acceptable work and being certified to pass to the next step by the Union training program coordinator. The length of time in the programs and the percentage increases are determined by the Union. The Authority shall notify the Council and the affected Union of openings at the apprentice level as they occur.

ARTICLE 27

EMPLOYEE COMMUNICATION

The Authority shall maintain in each Maintenance Shop or Property Management facility where maintenance employees are stationed a bulletin board for the posting of approved announcements and information. A section of the board shall be reserved for the Union announcements from the Seattle/King County Building and Construction Trades Council and the Local Unions. Posting of information shall be the responsibility of the Union.

ARTICLE 28

ON-CALL ROSTER

Section 28.1 On-call Duty- The on-call roster is the schedule of employees for on-call duty for a duty cycle. Employees on-call shall be available at a telephone pager to respond to emergency calls from an answering service. On-call duty is intended to be for Carpenters, Plumbers and Electricians. The employees will be given access to all the Maintenance Facilities and will be required to respond to work requests in areas outside of their regularly assigned Maintenance Facility.

Section 28.2 On-call Hours- On-call hours are not to be earned during regularly scheduled hours of work. The on-call duty shall begin at 3:30 p.m. on Thursday and end at 7:00 a.m. on the next Thursday; except that when a holiday falls on the last day of the on-call week, the on-call assignment shall continue until the beginning of the regular work hours on the following regular work day. The on-call week beginning and ending times may change in order to coordinate with the 4/10 work week.

Section 28.3 On-call Roster Scheduling- The scheduler will be responsible to conduct roster management duties. One on-call roster cycle is defined to be thirteen (13) weeks. Assignments will be rotated on a weekly basis. The roster will continuously contain an employee from each of the Carpentry, Electrical and Plumbing trades to provide for coverage at all required times for emergency response.

Sign-up List: A one-cycle sign-up list will be posted or distributed for eligible employees to select on-call assignments at least four (4) weeks prior to the beginning of each cycle.

Request Submittal: Employees will submit to the scheduler their designated requests for duty week(s) in writing on the provided form. The sign-up will close two (2) weeks before the cycle begins. Apprentices are not eligible for the on-call roster.

Assignment: Employees will be offered their choice of on-call weeks based upon their position on a seniority wheel, which will list the employees, by trade, in seniority order. After each assignment cycle, the wheel will be adjusted by moving the top employee on the wheel to the bottom, and all the other employees shall move up one rung. New employees are placed at the bottom for the cycle during which they were hired. Extra weeks will be offered to employees based on their position from the top on the seniority wheel. When no employee signs up for any duty weeks during a cycle, the Authority may assign those weeks. The weeks will be assigned to any regular employee, within the associated trade, that has not signed up during that quarter. If assignment procedures described above does not produce sufficient personnel within seven (7) days of the start of an on-call period, the scheduler will designate personnel using the reverse seniority wheel.

Roster Publication and Updating: The assignment list will be published once per month or adjusted and published as necessary to keep current as changes are made.

Scheduled Duty Fulfillment: Employees are responsible to be aware of their position on the roster and be prepared for and conduct their duty. Employees must immediately notify the scheduler of inability to perform these responsibilities.

Withdrawal of Duty: If an employee has bid for an on-call week and is scheduled for on-call duty, but, due to unforeseen circumstances, will not be able to take the on-call assignment for all or part of that week, that duty may be traded or reassigned as described below. Employees should submit written notification to the scheduler at least one (1) week prior to commencement of the scheduled duty date. Shorter notice is permitted for duty transfers arranged by on-call roster employees.

Transfers: Upon mutual agreement among employees on the on-call roster, on-call assignments may be traded provided timely notice is given in writing to the scheduler on a form proscribed for such notice. If the trade is approved by telephone, the employees involved shall sign the notice form thereafter to confirm the trade. Once an employee substitutes for another employee in this manner, the substituting employee will be responsible for responding to on-call calls. Consecutive weeks of duty may occur due to unusual circumstances, such as transfers of assignments or lack of an alternate employee being available.

Reassignment: If an employee is unable to perform his/her duties and does not arrange a transfer with another employee as described above, the duty will be reassigned to the next available employee on the seniority wheel. The withdrawing employee must submit written notice to the scheduler at least one (1) week prior to the date. Employees who sign up to perform on-call duties and who do not do so lose their place in line on the roster as if they had actually performed the duties. Exceptions for extenuating circumstances will be considered on an individual basis.

Section 28.4 Time to Respond to Emergency Requests- Personnel on on-call duty are expected to call the answering service within 15 minutes after being paged. Those employees performing on-call roster duty use an SHA vehicle for responding to the emergencies only. It is preferred that employees take an SHA vehicle home for use in responding and will be paid for overtime pay from the time they leave home and the pay will end when they return home. If employees choose not to take an SHA vehicle home, they will be required to travel to the SHA facility where their SHA vehicle resides and drive the SHA vehicle to the location of the emergency. Employees who choose not to take an SHA vehicle home will be compensated for overtime pay as described in Article 10, Section 10.1 from the time the employee begins the trip from the SHA Maintenance Facility and will end when the vehicle is returned to that facility. A Cellular telephone will be provided for use in making calls to the answering service or to other workers as needed.

Section 28.5 Training for On-call Workers- If personnel who volunteer and are assigned on-call duty require additional training, such training shall be at the expense of the Seattle Housing Authority.

Section 28.6 On-call Compensation- An employee on on-call duty shall be paid at the rate of ten percent (10%) of the employee's straight time hourly rate of pay and fifteen percent (15%) on the nine scheduled holidays per Article 12. When an employee is required to respond to an emergency, or when an employee is working scheduled overtime while on on-call duty, the on-call duty pay shall be discontinued for the actual hours worked, and compensation shall be provided in accordance with Articles 9 and 10, Section 10.1. Employees will not be required to work two consecutive holiday periods. (Thanksgiving and the day after are defined as one holiday period.) One (1) hour of time can be added to an employee's pay at the start and/or end of the duty week for each time the employee actually has to transfer his/her personal vehicle to or from his/her Maintenance Facility when it is caused by taking an SHA vehicle home.

ARTICLE 29

LABOR/MANAGEMENT COMMITTEE

Section 29.1 Committee Guidelines- A Labor/Management committee shall be created to develop trust, communications and cooperation between the Authority and the Council and shall operate during the term of this contract. The Authority and the Council recognize that it is in their best interest to develop on-going working relationships and a collaborative problem-solving mechanism. Where both parties recognize the existence of issues of mutual interest, they will meet and discuss those issues. The parties acknowledge and agree that these sessions are not a substitute for the mechanism structured for the purposes of contract negotiations. Both parties agree to meet within twenty (20) calendar days of a request being made for a meeting by either party.

Section 29.2 Committee Structure- There shall be a maximum of thirteen (13) members appointed to the committee to represent the Council and a maximum of eight (8) members appointed to represent the Authority. Any member of the Committee may recommend issues to be discussed. All such issues will be placed on the Committee's agenda for discussion. Where practical, meetings will be rotated between the Council's offices and the Authority's offices. Minutes will be taken at each Labor/Management Committee meeting and approved by the Chairpersons for each party for distribution.

ARTICLE 30

COMMERCIAL VEHICLE DRIVER TESTING

The licensed drivers of commercial motor vehicles that require alcohol and controlled substance testing shall be implemented according to the published 49 Code of Federal Regulations, Part 382, as promulgated by the United States Department of Transportation, Federal Highway Administration.

ARTICLE 31

DEPENDENT CARE ASSISTANCE PLAN

The Authority agrees to participate in the Dependent Care Assistance Plan (DCAP) administered by the City of Seattle. The DCAP complies with Sections 125 and 129 of the Internal Revenue Code.

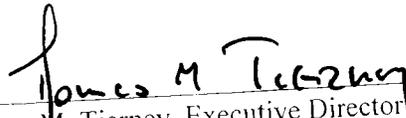
ARTICLE 32

TERMS OF AGREEMENT

This Agreement, as amended, shall be in effect when signed and is to continue in effect until December 31, 2012, and thereafter be subject to ninety (90) days notice to or by either the Council or the Authority of a desire to cancel, change or amend same.

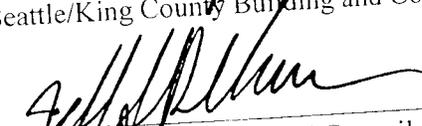
IN WITNESS WHEREOF, the authority and the council have caused this agreement to be duly executed this 17 day of November, 2009.

FOR THE AUTHORITY:

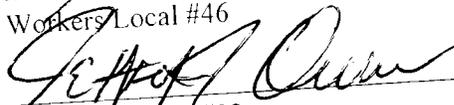

Thomas M. Tierney, Executive Director
Seattle Housing Authority

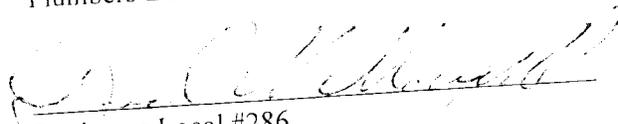
FOR THE COUNCIL:


Lee Newgent, Executive Secretary
Seattle/King County Building and Construction Trades Council

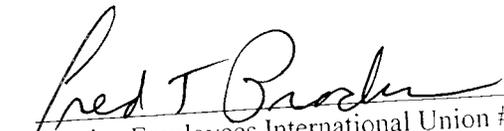

Pacific Northwest Regional Council
of Carpenters


Janet Lewis
International Brotherhood of Electrical
Workers Local #46

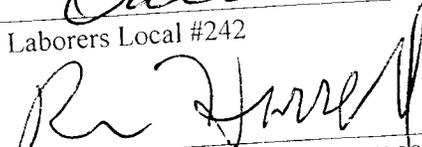

Plumbers Local #32


Engineers Local #286


IUPAT District Council #5


Service Employees International Union #6


Laborers Local #242


Automotive Machinists Local #289

MEMORANDUM OF UNDERSTANDING NO. 1

Between the
SEATTLE HOUSING AUTHORITY

And the
SEATTLE/KING COUNTY BUILDING AND
CONSTRUCTION TRADES COUNCIL

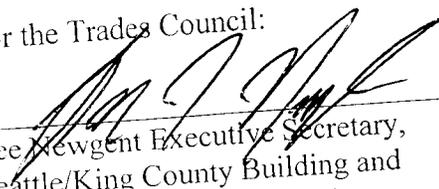
The Seattle Housing Authority (the "Authority") and the Seattle/King County Building and Construction Trades Council agree to the following:

1. As vacancies become available in any of the existing 45 Maintenance Mechanic positions (not including the HOPE VI Maintenance Mechanic positions in NewHolly, Rainier Vista, High Point and Yesler Terrace), the Authority will advertise the vacancies in-house and outside with the option by the Authority to specify a special trade skill required within the Carpentry, Electrical, Painting and Plumbing trades. The rate of pay for this new version of the Maintenance Mechanic position would be equal to the "true" Maintenance Mechanic wage with a dual rate for work performed in the specific trade job description at the current trade wage.
2. The classification of Maintenance Mechanic/HOPE VI and Maintenance Technician I, II and III will be used on HOPE VI properties, defined here as NewHolly, Rainier Vista, High Point and Yesler Terrace. The Maintenance Technicians' training will be developed and performed in-house by bargaining unit trainers who are already providing training to staff. For the Maintenance Technician III positions, the elements of the training curriculum for electrical work will be determined by mutual agreement between the Council, IBEW Local 46 and the Authority and will only be performed in vacated units under the direction of a Maintenance Mechanic/HOPE VI.
3. The Authority will have a "core" number of positions in the following trade classifications for the length of this contract. Any adjustments to the "core" numbers due to unforeseen budget reductions will be brought to the Labor/Management Committee for review and resolution. The Authority will maintain a minimum number of "core" positions for this contract based upon the FY2010 budget: seven (7) Carpenters, six (6) Electricians, eighteen (18) Painters, five (5) Plumbers, four (4) Floor Coverers, two (2) Glaziers, three (3) Laborers and ten (10) Industrial Cleaners.
4. The Authority will provide more training for the 45 Maintenance Mechanics and will make sure that the Maintenance Mechanics work substantially in their job description.
5. The Task List approach for the Maintenance Mechanic position is accepted with the addition of the following tasks: Install blind brackets, install ceramic tile hot pad, install shade brackets, put bi-fold doors back on track and adjust bypass closet doors, replace damaged/stained dropped ceiling tile, sand breadboard, replace fluorescent light diffusers, replace plug-in smoke detectors, turn down hot water tank temperature, clean appliances in vacates, shampoo vacate carpets, wax vacate floors, install shower heads, routine pest exclusion modifications, such as applying hardware cloth over holes and sealing gaps that are allowing pest entry, ground person on high work, and top person on ditch or confined space

work. With this task list approach, necessary training will be provided prior to performing any task. All personal protective equipment (PPE) will be provided with appropriate training or certification(s). Only appropriate power tools and light mechanical equipment will be used.

6. The existing Task List task for painting by Maintenance Mechanics is limited by a document dated 1/5/01 from IUPAT District Council #5. In item #2 of the document, the painting time allowed is for not more than one and one-half hours. By mutual agreement between IUPAT District Council #5 and the Authority, the allowable time for painting under #2 is increased to 4 hours.
7. After the skill level is reviewed by an Electrical Supervisor and any needed training successfully completed to the satisfaction of the Electrical Supervisor, the Maintenance Mechanic/HOPE VI will be allowed to replace outlets and single pole light switches in residential units.
8. "True" Maintenance Mechanics will be allowed to unclog domestic sink drains and minor sewer blockages with a small drain snake if they have been assessed, trained and approved to do so either by the Plumbing Trainer or Plumbing Supervisor. "True" Maintenance Mechanics will be allowed to perform pre-pinned lock cylinder changes at evictions and on vacates if they have been assessed, trained and approved to do so either by the Carpenter Trainer or Carpenter Supervisor.
9. Supervisors have the ability to assign tasks from the Maintenance Mechanic task list to Trade classification workers (Electricians, Plumbers, Carpenters, Painters, Floor Coverers and Glaziers) on an as-needed basis. Additionally, Trades classification workers have the ability to perform tasks that are on the Maintenance Mechanic task list, as they see the need and have the ability.
10. Management and Labor will put forth a good faith effort to add or remove minor and routine items to the task list through the Labor/Management Committee process during the life of this contract.

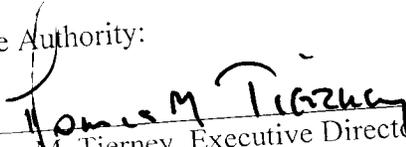
For the Trades Council:



Lee Newgent Executive Secretary,
Seattle/King County Building and
Construction Trades Council

Date

For the Authority:



Thomas M. Tierney, Executive Director
Seattle Housing Authority

11/17/09

Date