

## **AGREEMENT**

**between**

**KING COUNTY HOUSING AUTHORITY**

**and**

**SEATTLE/KING COUNTY BUILDING  
& CONSTRUCTION TRADES COUNCIL**

The parties have had a collective bargaining agreement in effect since January 1, 1947, and desire to continue their long-standing and harmonious relationship. As such, the King County Housing Authority, a public body, hereinafter called the Authority, and the Seattle/King County Building & Construction Trades Council and its Affiliate Unions signatory hereto, hereinafter called the Council, hereby enter into the following agreement (the "Agreement").

### **ARTICLE I. RECOGNITION**

The Authority recognizes the Council as the collective bargaining representative for all Authority maintenance employee positions listed in Article V Section 1. This recognition and representation excludes managers, assistant managers, administrators, area supervisors, and clerks. For purposes of this Agreement, members of the bargaining unit will hereinafter be referred to as an "employee" or collectively "employees." This Agreement governs wages, hours and other conditions of employment for employees performing maintenance work at buildings owned and/or operated by the Authority and using equipment owned and/or leased by the Authority.

### **ARTICLE II. UNION SECURITY**

- Section 1. Employees shall, as a condition of continued employment, on or before the 30th calendar day following the date of their hire or the effective date of this Agreement, whichever is later, make application for membership in the appropriate Union. Applicants accepted as members shall remain in good standing in their appropriate Union.
- Section 2. The Authority agrees to deduct monthly Union dues levied for those employees who voluntarily request in writing that such dues be deducted. All such deducted amounts shall be forwarded by the Authority to the appropriate Union.
- Section 3. If an employee fails to fulfill the union security obligation as specified in this Article, the Council shall provide the employee and the Authority with notification of the Council's intent to request discharge in fifteen (15) days if compliance is not met by the employee. If compliance is still not achieved, the Authority will terminate the employee upon written request by the Council.

Section 4. The Council agrees to indemnify and hold the Authority harmless against any and all claims, suits, orders or other judgments, including all costs and attorney fees, involving the Authority as a result of any action taken by the Authority under the provisions of this Article.

### **ARTICLE III. DEFINITIONS**

Section 1 **Probationary Employee:** Newly hired employees shall have a six (6) month introductory period. The Authority shall have the right to extend the introductory period for up to thirty (30) additional days but shall provide regular evaluations to introductory employees and prior notice and explanation to an affected employee if an introductory period is to be extended. Introductory employees may not request a transfer or apply for vacant positions or participate in a Tuition Assistance program (if any). Otherwise, during the six (6) month introductory period such employees shall be entitled to all the rights, privileges and benefits of this Agreement, except that the Council shall not have the right to challenge termination of an introductory employee through the grievance procedure. Employer-paid medical, vision, dental, life and disability benefits, and employee-paid Accidental Death & Dismemberment Insurance, shall be as set forth in Article X.

Section 2 **Regular Full-time Employee:** Regular full-time employees are those employees regularly scheduled to work forty (40) hours per week. Regular full-time employees are entitled to all benefits of the Agreement from the date of hire subject to the provisions of Section 1.

Section 3 **Part-time Employee:** Part-time employees are those employees on a regular schedule of less than forty (40) hours per week. All regular part-time employees shall receive all benefits of this Agreement from the date of hire subject to the provisions of Section 1, prorated to the proportion of hours worked versus full-time hours (including, but not limited to, sick leave, vacations, holidays) except that medical, vision, and dental insurance shall be as described in Article X. Employees who work less than eighty (80) hours a month shall not receive medical, vision, or dental benefits. Life and disability insurance shall be based on earnings.

Section 4 **Temporary Employee:** A temporary employee is a non-regular full-time or part-time employee retained for a limited duration of time, on an isolated, sporadic or intermittent basis due to absence, organizational or other emergent business needs. The Authority agrees that temporary employees shall not be hired for the purpose of displacing regular full-time employees or avoiding filling regular full-time or regular part-time positions.

The Authority will fill temporary positions by first seeking candidates from the Council. The Council agrees to refer competent journey level tradespeople to the Authority to fill temporary positions as needed by the Authority within seventy two (72) hours of a request by the Authority. This time period may be extended by the mutual agreement of The Council and The Authority. The

Authority reserves the right to reject any referral at its sole discretion and terminate the employment of any temporary employee in accordance with the terms of the Authority's Personnel Policies and Procedures. Temporary employees referred by the Council will be paid the prevailing union rate appropriate for the trade or craft that is sought by the Authority. Retired employees of the Authority shall be dispatched by the appropriate union at the direction of the Authority and, if so directed by the Authority, will have priority over other referral candidates for temporary openings. Retired employees need only pay dues to the Council during the term of their employment with the Authority.

If the Council is unable to refer competent tradespeople within the agreed upon time frame, the Authority may recruit from any source available to fill the position. Such employees will be entitled to terms and conditions of this Agreement except that they may be terminated when the absence, organizational or emergent business need which created the need for their temporary employment ends. They will also not be subject to the terms and conditions of Article XII Reduction in Force but may be eligible for unemployment compensation as determined by the State of Washington.

Section 6      Seasonal Employees: The Authority may hire seasonal workers from May 15 to November 15 for grounds maintenance work. They will be paid \$10.00 per hour during their first season of employment and \$11.00 per hour thereafter. Authority residents will have first priority for hiring and will be recruited and hired according to the Authority's Policies and Procedures.

Section 7      Nothing in this article shall preclude the Authority from temporarily subcontracting work as an alternative to temporary or seasonal hiring.

#### **ARTICLE IV. HIRING PROCESS**

Section 1.      The Authority retains the right to hire and select its employees. The Authority will notify the Council about any opening in the bargaining unit for regular full-time employment and give such Union at least seventy two (72) hours to refer potential applicants.

Section 2.      The Authority will notify the Council of new hires and rehires by telephone or in writing on or before the first day of each month.

Section 3.      Regional Maintenance Mechanics hired by the Authority, or other employees promoted to Regional Maintenance Mechanic by the Authority, must qualify as a journeyman and join the appropriate local unions for any one of the following trades: carpenters, electricians, painters, or plumbers. Employees who are promoted by the Authority as a Regional Maintenance Mechanic shall qualify as a journeyman in the appropriate trade without further qualification or

examination by the local union. All Maintenance Mechanics hired before November 1, 1998 are unaffected by this section and may retain their current local union affiliation without any further qualification or examination. Nothing in this section shall preclude the Authority from administering or requiring whatever testing or examination of employees it deems necessary for the purposes of hiring, promotions, performance evaluation or taking disciplinary or corrective action.

#### **ARTICLE IV. NON-DISCRIMINATION**

The Council, each of the signatory Unions, and the Authority collectively agree that there shall be no discrimination against any applicant or employee by reason of race, creed, age, color, sex, national origin, religious belief, marital status, sexual orientation, or the presence of any sensory, mental or physical disability unless based on a bona fide occupational qualification reasonably necessary to the operations of the Authority. Wherever words denoting a specific gender are used in this Agreement, they are intended and shall be construed so as to apply equally to either gender.

#### **ARTICLE V. WAGES AND CLASSIFICATIONS**

- Section 1. "Exhibit A" attached hereto, and made a part of this Agreement, is the wage schedule which shall be effective on the dates indicated herein.
- Section 2. The wage rates in Exhibit A shall be in effect from November 8, 2008 through November 6, 2009. Any retroactive pay owed to employees for the period of time between November 8, 2008 and the effective date of this Agreement shall be paid in manner which in the sole discretion of the Authority reduces employees' exposure to adverse tax consequences. Employees who use direct deposit may convert to the paycheck method of payment with a minimum of five (5) days' advance written or email notice to the payroll office.
- Section 4. Effective September 1, of each subsequent year of this Agreement, the Agreement shall be opened to bargain wages and health benefit costs for bargaining unit members.
- Section 5. Site Based Maintenance Mechanics, Laborers, and Landscaper/Cleaners selected by the Authority as Regional Maintenance Mechanic apprentices shall begin their apprenticeship at the Regional Maintenance Mechanic Apprentice 1 classification but shall not be paid less than the hourly rate they earned prior to their selection as a Regional Maintenance Mechanic apprentice. Their hourly rate of pay shall be frozen and not increased until they have satisfactorily progressed to the apprenticeship classification which exceeds the frozen rate of pay. The Authority retains the complete discretion to select or hire those individuals for apprenticeships that will, in the sole judgment of the Authority, best serve the interests of the Authority. The Authority is not obligated to provide or retain a regular Landscaper/Cleaner, Laborer, Site Based Maintenance Mechanic, or other position for individuals participating in an apprenticeship nor

does completion of the apprenticeship confer any special preference (other than the skills and experience gained) in applying for a regular position.

Section 6:      Landscaper/Cleaners

1. The Authority, may increase the number of Landscaper/Cleaner positions as follows, for the contract years ending October 31,
  - a. 2009: five (5) for a total of twenty (20)
  - b. 2010: one (1) for a total of twenty-one (21)
  - c. 2011: one (1) for a total of twenty-two (22)
  - d. 2012: four (4) for a total of twenty-six (26)
  - e. 2014: four (4) for a total of thirty (30)
2. Landscaper/Cleaners may be assigned throughout the Authority's developments or regions. No current Laborer shall be reclassified as a Landscaper/Cleaner regardless of their currently assigned duties.
3. Should the Authority in any year fill the agreed upon maximum number of Landscaper/Cleaner positions, the Council agrees to discuss an increase in the allowable total during the Labor/Management Committee meetings described in Article XXII.
4. If the Authority purchases new properties or assumes management of additional properties after November 1, 2008, it shall notify the Council of its intent to hire incremental Landscaper/Cleaners, if any, no later than thirty (30) days before the proposed hiring date. Any Landscaper/Cleaners hired under this subsection shall not be counted towards the number of positions listed in Section 6 (1.) or (3.).

Section 7.      Should the Authority fail to properly remit an employee's pay on any regularly scheduled pay date, the Authority shall reimburse the employee for any documented overdraft charges, returned check charges, late charges or other incurred fees resulting from the Authority's failure to pay on time.

Section 8.      Eligibility for step increases within the Landscaper/Cleaner, Laborer and Site Based or Regional Maintenance Mechanic classifications for both newly hired and current employees shall be determined in accordance with the Authority's Personnel Policies and Procedures.

Section 9.      Step increases in pay for all employees shall be granted on the basis of merit and only in accordance with the Authority's Personnel Policies and Procedures and its Performance Appraisal and Merit Pay Plan. Employees may appeal their performance appraisal or a denial of a step increase and may be represented at any appeal hearing or meeting with Authority management by a Council representative. Employees may examine their personnel file upon request to the Authority's Director of Human Resources. Employees are not eligible for "Top of the Pay Range" 2% merit pay increases as described in the Authority's Merit Pay Plan.

Section 10      Employees possessing a valid Commercial Drivers License (CDL) and performing work requiring a CDL shall be paid a premium of \$1.75 hour over

their regular hourly rate for actual time performing work requiring a CDL according to the following formula:

- a. For 2 hours, if the actual time performing work requiring a CDL is 2 hours or less.
- b. For 4 hours, if the actual time performing work requiring a CDL is greater than 2 hours but less than or equal to 4 hours
- c. For 8 hours, if the actual time performing work requiring a CDL is greater than 4 hours but less than or equal to 8 hours.

## **ARTICLE VI. CALL-OUT ROSTER AND STANDBY PAY**

### Section 1

The Authority's business requires that emergency calls be responded to outside of normal working hours. For each of the three Regional maintenance office eligible employees shall take emergency call outs or respond to emergency work orders requests during non-working hours for a seven-day period beginning at 4:30 PM Friday and ending at 8:00AM the following Friday. Employees on Standby status must be available to take and respond to phone calls during evenings and weekends and will be supplied with an Authority vehicle to be used for work related purposes only. All Site-Based and Regional Maintenance Mechanics, Maintenance Operations Specialists and certified Laborers shall be eligible for Standby Pay.

### Section 2.

Employees on call will be eligible for standby pay of \$150 (\$175 beginning November 2010) per 7-day period plus overtime pay equal to actual hours spent on an emergency call out (or a minimum of 2 hours whichever is greater) times 1.5 times the Employee's regular rate of pay. Alternatively, Employees may, subject to the provisions of Article VI, Section 1, elect to receive compensatory time in lieu of paid overtime. Overtime pay shall be calculated on the time actually spent once the Employee is dispatched from his or her home to the work site and shall not include telephone or other time spent at home answering, responding to or investigating an emergency call out request.

### Section 3

The Call-Out Roster is to be administered generally as follows:

- a. The Call-Out Roster cycle is designed to be eight (8) weeks. The Roster is to be finalized two weeks prior to its start date.
- b. Eligible employees will notify the Regional Manager or designee that they wish to be on call. Employees will be placed on the roster based on seniority. Employees on the Roster may trade with other employees for weeks on the Roster.
- c. If an eight week cycle does not have enough employees signed up for it prior to its finalization date, the Regional Manager or designee may ask eligible employees if they are willing to fill additional slots on the Roster. No employee may fill more than three weeks on any eight week cycle subject to the number of eligible employees within the Region.

- d. If an eight week cycle still does not have enough employees, the Regional Manager or designee will select from the pool of eligible employees starting with the least senior employee who is not on the Roster already and continuing selecting in reverse seniority until all slots are filled.

#### Section 4

Laborers shall be eligible for call out rosters subject to the following:

- a. They will have passed a written and oral test designed to certify them ready to assume Site-Based Maintenance Mechanic type duties.
- b. They will demonstrate familiarity with basic building systems and locations for buildings in their assigned regions and be approved by the Regional Manager. The Authority agrees to provide them with this specific training when Laborers pass the certification test.
- c. In the event that seniority is considered in assigning call-out roster slots, a Laborer, regardless of anniversary date, will be considered to have less seniority than a Regional or Site Based Maintenance Mechanic or Maintenance Operation Specialist.

#### Section 5

Nothing in this section shall be interpreted to limit the Authority's rights as set forth in Article XV Management Rights and Article XVII Disciplinary Action including the right to suspend employees from standby status as an appropriate disciplinary or corrective action.

### **ARTICLE VII. HOURS OF WORK**

All time worked in excess of 40 (forty) hours per week shall be considered overtime and shall be paid at a rate of time and one-half subject to prior authorization by the employee's supervisor. Overtime pay shall not normally be converted to compensatory time off except by mutual agreement between the employee and the Authority and only in circumstances where the Authority determines, in its sole discretion, that productivity and work schedules will not be adversely affected or disrupted by granting additional compensatory time off. Total compensatory time earned and taken cannot exceed forty (40) hours per year. Employees may work four, ten hour days (4/10) per week (or some other Alternative Work Schedule) provided the employee's request for an Alternative Work Schedule meets the conditions set forth in and is approved pursuant to the Authority's Alternative Work Schedule policy (Chapter 43 - Personnel Policies and Procedures). Any Alternative Work Schedule involving work on either a Saturday or Sunday shall require the written approval of the Authority's Executive Director. Employees working a standard 5 day, 40 hour work week shall be paid overtime at a rate of time and one-half for all time worked in excess of 8 hours in a single day. Employees working a 4/10 alternative work schedule shall be paid overtime at the rate of time and one-half for all time worked in excess of ten hours in a single day.

### **ARTICLE VIII. HOLIDAYS**

#### Section 1

Recognized holidays shall be New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and the day after, the day before or after Christmas (Authority's choice) and Christmas Day. In addition, a regular full time

employee who is on the payroll as of January 1 and who has completed the introductory period may take one (1) personal or floating holiday each year. Employees must take this day in a full 8 hour increment in the year that it is accrued or lose it.

Section 2      There shall be no deduction of pay for the above holidays.

Section 3      No work shall be performed on a holiday unless reasonably required by the operations of the Authority. If employees are required to work on a recognized holiday, they shall be paid at the rate of twice the straight hourly rate as set forth in Article V above.

Section 4      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 5      Part-time and temporary employees receive only those holidays which fall on regularly scheduled work days and are paid for the number of hours they would normally work on those days.

Section 6.      Each holiday is 8 hours. Employees working a 4/10 alternative schedule may use annual leave or leave without pay in order to maintain their alternative work schedules. Alternatively the employee may convert to a five-day workweek of eight hours with the prior approval of the Authority.

#### **ARTICLE IX. VACATIONS**

Section 1.      Each full-time employee shall accrue annual vacation leave beginning with the first month of service, computed as shown below. An employee is not eligible to take annual leave until the probationary period has been completed. If a holiday falls within the vacation time, that day shall not apply against the vacation allowances.

Employees who have completed 0 - 5 years of service accrue annual leave at the rate of one (1) day (8 hours) for each month worked subject to a maximum accumulation of twenty-four (24) days.

Employees who have completed 5 - 10 years of service accrue annual leave at the rate of 1¼ days (10 hours) for each month worked, subject to a maximum accumulation of thirty (30) days.

Employees who have completed 10 - 15 years of service accrue annual leave at the rate of 1½ days (12 hours) for each month worked, subject to a maximum accumulation of thirty-six (36) days.

Employees who have completed 15 - 20 years of service accrue annual leave at the rate of 1¾ days (14 hours) for each month worked, subject to a maximum accumulation of forty-two (42) days.



After 20 years of completed service, annual leave is accrued at the rate of two days (16 hours) for each month worked, subject to a maximum accumulation of forty-eight (48) days.

Section 2 Any accumulation beyond the maximum shall be forfeited if not used by the end of the final pay period of the calendar year.

Section 3 The minimum vacation allowance to be taken shall be one half (1/2) hour.

Section 4 Vacations shall be taken at a time mutually agreeable between the Authority and the individual employee. Vacations may be canceled when in the judgment of the Executive Director it is deemed that the granting of a vacation would impair the interests of the Authority. Unused vacation allowances not exceeding the maximum accrual shall be paid in cash at the time of separation from the Authority.

Section 5 Regular part-time employees will accrue annual leave based on a ratio of hours worked to a standard work year (2,080 hours). Temporary employees are not entitled to the annual leave benefit. However, if they become regular employees without a break in service, the annual leave will be credited from the initial date of hire.

#### **ARTICLE X. SICK LEAVE**

Section 1 Sick leave shall be granted to all regular full-time employees at the rate of one (1) day (8 hours) per month for each month worked. New employees are not eligible to use sick leave until the probationary period has been completed. In computing sick leave, employment shall be considered on a five (5) day per week basis. The minimum amount of sick leave that may be taken is one half (1/2) hour, with half-hour increments thereafter. Sick leave not used may accumulate without being forfeited.

Section 2 Upon retirement, as defined by the Washington Department of Retirement Systems, an employee shall be entitled to a credit equal to 50 percent of up to 145 days (1,160 hours) of accumulated sick leave, subject to a maximum payment of 72½ days. A cash payment will be made for the applicable amount of sick leave.

Section 3 Except as otherwise provided herein, sick leave shall be administered pursuant to the Authority's sick leave policy. The Authority may require written verification of an illness from a licensed physician.

#### **ARTICLE XI. INSURANCE BENEFIT PROGRAMS AND PENSION PLAN**

Section 1 The Authority participates in the Public Employees Benefit Board (PEBB) Health Care Program offered by the State of Washington. All benefits and

dependent eligibility will be governed by the terms and conditions established by the State of Washington. This program provides medical, dental, vision, accidental death and dismemberment and life insurance benefits. Employees may select between two types of plans: the Uniform Medical Plan (UMP) or a Managed Care option.

Section 2

Deductions for employee portions of premiums will be made in the month prior to the month of coverage, except for the initial month of coverage. A newly hired employee may enter into a payment plan of up to six (6) pay periods with the Authority to pay for the first month of coverage.

Beginning with the first pay period paid in December 2007 the employee's portion of the PEBB premium will increase to the following monthly rates for coverage beginning January 1, 2008.

	Employee	Employee & spouse	Employee & children	Employee & family
UMP	\$28.85	\$68.50	\$69.50	\$ 105.50
Managed Care	\$53.85	\$100.50	\$89.50	\$ 158.50

Beginning with the first pay period paid in December 2008 the employee's portion of the PEBB premium will increase to the following monthly rates for coverage beginning January 1, 2009. Employees may select between Aetna Group Health Classic (GHC), the UMP and Group Health Value (GHV).

	Employee	Employee & spouse	Employee & children	Employee & family
Aetna	\$56.00	\$109.00	\$96.00	\$168.00
GH Classic	\$56.00	\$109.00	\$96.00	\$168.00
GH Value	\$30.00	\$ 75.50	\$74.00	\$113.00
UMP	\$30.00	\$ 75.50	\$74.00	\$113.00

The employer will use unexpended CY 2008 budget authority to write down CY 2009 premiums to the CY 2008 level. Employees selecting Group Health Value, previously a Managed Care Plan, will pay CY 2009 rates which are lower. Future increases will use published CY 2009 rates as a baseline.

Section 4

The Authority will pay 100% of the insurance premium for the family dental plan and for the life insurance program.

Section 5

The Authority recognizes its duties under RCW 41.04.208 "Local Government Retirees Health Care" and agrees to abide by any legal obligation therein to the extent applicable.

Section 6      Pension Plan. All regular employees are entitled to be members of the Washington State Public Employees' Retirement System in accordance with the regulations of that system.

Section 7      Long-Term Disability Plan. The Authority shall provide access to a long-term disability insurance plan at group rates. Participation will be voluntary with all insurance premiums paid by the employee.

Section 8      Employees shall be subject to the rules and eligibility requirements for each of the above plans. All employees who work twenty (20) hours or more per week shall be eligible for coverage. Employee premiums shall be as listed in Section 2. for all employees working thirty two (32) hours per week or more. Employees working fewer than 32 hours per week shall pay, in addition to the regular employee premium, an amount equal to the following times the number of hours below 32 each month:

	Employee	Employee & spouse	Employee & children	Employee & family
Aetna & GHC	\$ 18.24	32.45	28.86	42.50
UMP & GHV	\$ 16.34	28.04	24.81	36.72

Section 9      Initial eligibility. Coverage for medical, dental and life insurance becomes effective on the first calendar day after the first month of employment. If the first day of work is the first calendar day of the 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.

Section 10      Continued Coverage. Retirees will be able to pay their own premium for medical and dental insurance for the period provided by the Consolidated Omnibus Budget Reconciliation Action of 1986 (COBRA).

## **ARTICLE XII. PROTECTIVE CLOTHING**

The Authority shall provide each employee with four shirts, a windbreaker, one pair of coveralls and one hat each year or as needed. The Authority shall also provide all WISHA required protective clothing and equipment, and all WISHA required safety and hazard training.

## **ARTICLE XIII. REDUCTION IN FORCE**

Section 1:      If a reduction in force of the employees subject to this Agreement becomes necessary, the Authority shall notify the Council of the extent and nature of the layoff no less than twenty eight (28) days prior to implementation unless documented business needs require otherwise

Section 2: If a reduction in force becomes necessary, the Authority shall determine the classification(s) in which positions are to be reduced. The Authority will consider as key factors past performance, skills, flexibility/cross training, the needs of the business and seniority in determining which employees will be laid off. Such determinations will not be arbitrary or capricious. In the event the Authority determines that two (2) or more bargaining unit employees in a job classification have a substantially equal combination of qualifications, experience, skills and abilities to perform the remaining bargaining unit work in the job classification, the employee with less seniority will be the first to be laid off. The Authority will exercise its judgment as to qualifications and needs of the business in good faith.

Section 3: The Authority shall determine and announce layoff action by identifying the specific classification and the number of employees affected in each classification. The Authority shall notify the individual employee(s) of the layoff in writing with a copy of the layoff notice given to the Council. Nothing in this Section shall be construed to mean that the Council waives any statutory rights the Council may have to bargain over the effects of layoffs.

#### **ARTICLE XIV. RECALL**

Any employee laid off shall be placed on a recall list for a period of one (1) year. Both employees who have been notified by the Authority that they will be laid off (but have not yet been laid off) and employees on the recall list, have first priority for any available regular bargaining unit position (in any classification) for which the employee has the required job performance, qualification, skills and abilities. Employees shall be reinstated to positions for which they qualify in the inverse order of layoff. Recall may be at the discretion of the Authority if an employee has received a written corrective notice or reprimand or has been suspended within the previous twelve (12) months. A recall out of inverse order of layoff may be made, if, for valid business reasons, retention of special skills is required. An employee recalled to his or her former position in the same grade shall be paid at the grade and step for the position available at time of recall. An employee recalled to a position in other than his or her former grade shall be paid at the grade and step closest to his or her former pay in the new position. Employees on the recall list shall receive job bulletins for all bargaining unit positions.

#### **ARTICLE XV. NO STRIKE**

In recognition of the Authority's status as a municipal corporation, there shall be no strikes, lockouts, picketing, work stoppages or similar activities. Any employee engaged in such activity shall be subject to discipline or discharge, as determined by the Authority. No employee shall be disciplined or discharged for refusing to cross a primary picket line associated with a labor dispute.

#### **ARTICLE XVI. MANAGEMENT RIGHTS**

The right to manage the Authority is vested exclusively in the Authority. Such rights include, but are not limited to, the right to schedule, staff, and direct the work force; to assign the work to be performed and the job location; to determine how many employees are necessary, and how they will be organized; to introduce any improved or new methods or equipment in order to improve efficiency or to reduce costs; to relieve or layoff employees; to suspend, demote, discharge or take other disciplinary action as it becomes necessary or appropriate; to make all decisions related to the procurement of goods and services, which may include the assignment of work to private vendors, nonprofit corporations, or other entities, provided such assignment of work currently performed by unit employees shall not result in the direct or immediate layoff of any current employee; and to take action as it deems necessary in emergencies. Except as specifically modified by this Agreement, all policies, matters, questions and terms affecting union employees in their employment relations with the Authority shall be determined and administered by such rules, policies, and procedures as the Authority, from time to time, may implement. The foregoing enumeration of rights reserved to the Authority shall not be deemed to preclude exercise by the Authority of other rights exercised by it prior to the execution of this Agreement, or traditionally exercised by management.

## **ARTICLE XVII. GRIEVANCE PROCEDURE**

Section 1. The purpose of this procedure is to provide a means for the orderly and expeditious adjustment of grievances.

Section 2. Any dispute between the Authority and an employee concerning the interpretation or violation of an express term of this Agreement shall be deemed a grievance.

Section 3. Failure to comply with any time limitation of the procedure in this Article shall constitute withdrawal and waiver of the grievance. Any time limits stipulated in the grievance procedure may be extended by mutual written agreement of the parties.

Section 4. 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 fifteen (15) calendar days or less prior to the initial filing of the grievance.

Section 5. A grievance shall be processed in accordance with the following procedure:

Step 1: A grievance shall be presented in writing by the employee and/or his union representative to his/her immediate supervisor within fifteen (15) calendar days of the alleged contract violation. The written grievance shall include each section(s) of the Agreement allegedly violated, the specific details of the violation, including the date of violation, and the remedy sought. The immediate supervisor should consult and/or arrange a meeting with his/her supervisor, if necessary, to resolve the grievance. The parties shall make every effort to settle promptly the grievance at this stage. The immediate supervisor shall answer the grievance within fifteen (15) calendar days after receipt of the grievance.

Step 2: If the grievance is not resolved in Step 1, the Council Representative shall then forward the written grievance, as presented in Step 1, to the Executive Director within ten (10) calendar days after the Step 1 answer. Within fifteen (15) calendar days after receipt of the grievance the Executive Director (or designee) shall convene a meeting between the aggrieved employee and Union Representative. Within fifteen (15) calendar days after the meeting, the Executive Director shall forward a reply to the Council.

Step 3: If no resolution of the grievance occurs at Step 2, either party may request a mediator from the Public Employment Relations Commission (PERC). If no mediator is requested or no resolution is reached as a result of the mediation process, the parties shall proceed to Step 4 Arbitration.

Step 4: if the grievance is not settled in Step 3, it may be referred to the American Arbitration Association for arbitration to be conducted under its voluntary labor arbitration regulations. Reference to arbitration shall be made within fifteen (15) calendar days after the answer in Step 2, and shall be accompanied by the following information:

1. Identification of section(s) of the Agreement allegedly violated as presented in Step 1, or mutually amended;
2. Nature of the alleged violation as presented in Step 1, or mutually amended;
3. Question(s) which the arbitrator is being asked to decide; and
4. Remedy sought.

Section 6. The parties shall abide by the award made by an arbitrator. There shall be no suspension of work, slowdown or curtailment of services while any difference is in process of adjustment or arbitration.

Section 7. In connection with any arbitration proceeding held pursuant to this Agreement, it is understood that:

1. The arbitrator shall have no power to render a decision that will add to, subtract from or alter, change or modify the terms of this Agreement, and his/her power shall be limited to interpretation or application of the express terms of this Agreement.
2. The decision of the arbitrator shall be final, conclusive and binding upon the Authority, the Council and the employee involved.
3. The cost of the arbitrator shall be borne equally by the Authority and the Council and each party shall bear the cost of presenting its own case.

4. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.

#### **ARTICLE XVIII. DISCIPLINARY ACTION**

The Authority may apply whatever disciplinary or corrective action to employees as it deems appropriate, up to and including immediate discharge, but only in the event of:

1. unsatisfactory employee job performance, or
2. improper or inappropriate employee conduct, or
3. employee actions, behavior, or decisions that are inconsistent with or in violation of public law, Housing Authority policy, or written or verbal directives.

#### **ARTICLE XIX. OUTSIDE AGREEMENTS**

There are no other express or implied agreements, promises or representations by or between the bargaining unit and the Authority except as set forth in this Agreement and the Authority's Personnel Policies and Procedures. In the event of any conflict between this Agreement and the Authority's Personnel Policies and Procedures this Agreement shall control. The Articles of this Agreement and any addenda thereto shall comprise the whole and complete agreement and understanding between the parties.

#### **ARTICLE XX. AMENDMENTS AND RENEGOTIATION**

Section 1. The provisions of this Agreement may be amended, deleted, or expanded at any time by mutual written agreement or addendum executed by both parties.

Section 2. The parties acknowledge that each has had ample right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this Agreement. Except as otherwise provided in the Agreement, both the Authority and the Council agree to waive the right to oblige the other party to bargain with respect to any subject or matter referred to in this Agreement or which could have reasonably been raised during the bargaining for this Agreement.

Section 3. The parties shall have the further duty and obligation to reopen discussion, negotiation and bargaining, upon one party's written notice to other, only on the following:

1. New or unforeseen subjects or matters not referred to in this Agreement.

2. Provisions of this Agreement expressly requiring further bargaining and negotiation.

Section 4. The Council may bring up to two (2) employee representatives of the bargaining unit to scheduled negotiations. The Authority agrees to allow use of annual leave or leave without pay for this purpose.

#### **ARTICLE XXI. SAVINGS CLAUSE**

The parties recognize that the Authority must fully comply with all federal, state and local laws and regulations. If any article of the Agreement hereto should be invalid by operation of any such law or regulation, or found invalid by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal, the remainder of the Agreement shall not be affected thereby. The parties shall enter immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such article.

#### **ARTICLE XXII. LABOR - MANAGEMENT COMMITTEE AND COMMUNICATIONS**

Section 1. The Council and the Authority mutually agree to establish a standing Labor - Management Committee to address issues and policies regarding the implementation of this Agreement. The Labor - Management Committee shall meet six times per calendar year. Meetings may be cancelled or additional meetings scheduled with the mutual agreement of the Council and the Authority.

Section 2. The Council will appoint three stewards to represent bargaining unit members at Labor Management meetings. Up to two hours per steward will be considered regular hours worked by the Authority for compensation purposes for attendance at Labor Management Meetings. Additionally, on a quarterly basis stewards will be allowed up to 30 minutes per Regional Safety Committee meeting for communication with members, and up to 12 hours annually to perform their assigned steward duties.

Section 3. The Authority agrees to notify the Council of new property acquisitions, and solicitations for property management services in connection with either new or existing Authority owned properties. The Authority will also notify the Council of bids or requests for proposals for capital projects undertaken on Authority owned properties. The Authority will use its best efforts to provide this notification; however, failure to do so will not subject it to the provisions of Article XIV (Grievance Procedure).

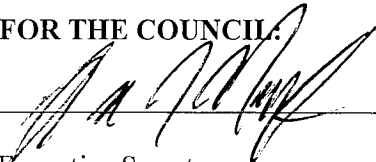
#### **ARTICLE XXIII. TERM OF AGREEMENT**

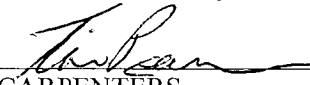
This Agreement shall be in effect as of November 1, 2008 and shall continue in effect through October 31, 2011. This Agreement shall be subject to termination upon ninety (90) days' prior notice by either the Council or the Authority to the other of a desire to cancel, change or amend same.

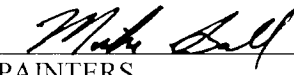


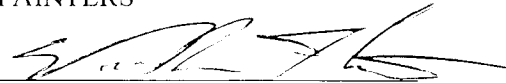
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed  
this 30<sup>th</sup> day of July, 2009.

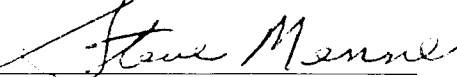
FOR THE COUNCIL:

  
\_\_\_\_\_  
Executive Secretary

  
\_\_\_\_\_  
CARPENTERS


  
\_\_\_\_\_  
PAINTERS

  
\_\_\_\_\_  
ELECTRICIANS

  
\_\_\_\_\_  
PLUMBERS

  
\_\_\_\_\_  
LABORERS

FOR THE AUTHORITY:

  
\_\_\_\_\_  
Stephen J. Norman,  
Executive Director