



Service
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Special Meeting of the Board of Commissioners

Date: Thursday, December 9, 2021

Time: Noon

The meeting will be held via Zoom videoconference as an emergency measure to decrease the spread of the COVID-19 coronavirus. Please use the following information to access the meeting:

To login using your computer's audio, please click on this link:

<https://us02web.zoom.us/j/673982739?pwd=WDVWK2FFVXNZOVRwaVJkbkszNUcxdz09>

OR

If you prefer to call into the meeting, please dial: (253) 215-8782. Then use meeting code **673-982-739** and password *514202*. There are no participant IDs so please press # to enter the meeting.

-NOTE: Due to the high volume of remote work/meetings, there could be a chance that the phone number is busy. Please be patient and call again after a few seconds.

Since many people will be on this remote meeting, we'd like everyone to follow two guidelines:

1. Put your phone or microphone on mute if you are not talking.
2. When you speak, please introduce yourself every time.

Roll Call

Item for Individual Consideration

Resolution No. 1521 Adopting a COVID-19 Vaccination Policy	1-10
Resolution No. 1522 Ratifying a Collective Bargaining Agreement with Washington State Council of County and City Employees (AFSCME) for July 1, 2021 to June 30, 2024	11-56

Adjournment

Everett Housing Authority does not discriminate on the basis of disability in the administration of, or access to, its programs or activities. Requests for assistance or accommodations can be arranged by contacting Chris Neblett at (425) 303-1186, or chrisn@evha.org.

To: Board of Commissioners
From: Ashley Lommers-Johnson, Executive Director
Subject: Adopting a COVID-19 Vaccination Policy
Date: December 9, 2021

At Issue

During the COVID-19 pandemic, Everett Housing Authority (EHA) has had three goals:

1. Keep residents safe
2. Keep staff safe
3. Maintain operations to the maximum extent possible

In addition, EHA's mission statement, adopted last year, has an explicit focus on *fostering healthy communities where households thrive*. This is especially pertinent since EHA serves some of the most vulnerable members of the community. To pursue our mission and these goals, EHA has taken numerous measures during the pandemic, including:

- Requiring staff to work remotely when possible
- Additional cleaning and sanitizing at EHA properties
- Postponing routine work orders
- Providing personal protective equipment to staff working on-site
- Ensuring that staff who contract COVID-19 have paid time off available to isolate and recover
- Conducting on-site vaccination clinics for residents at its senior and disabled properties
- Providing paid time off to staff to get vaccinated
- Providing a \$500 incentive to staff to get vaccinated

PANDEMIC ONGOING. It is clear that the pandemic is not coming to an end soon, with new variants resulting in waves of increased infections. The last wave fueled by the so-called Delta variant resulted in record numbers of infections in our area. It also showed that unvaccinated people are far more vulnerable to infection and in fact provide an opportunity for new variants to take hold and spread. We can expect additional waves in the coming year. Already, the recent news about the new Omicron variant is concerning and demonstrates that the pandemic will be ongoing. Public health officials are renewing calls for people to get vaccinated in light of Omicron. Early data suggests that the variant may have a substantial ability to evade immunity from prior COVID-19 infection.

NEW TOOL NEEDED. While EHA has been successful in coping with the pandemic through the measures listed earlier, we are simply not able to continue to operate our properties and programs as we have for almost two years without compromising our customer service and risking our real estate assets. While almost all staff have been able to do most of their work remotely, it is necessary for staff to return to work on site for us to fulfill our responsibilities under our mission. Returning to our sites and offices implies more contact and exposure for our clients and staff. In order to maintain and enhance safety during the remainder of the pandemic as well as carrying out our mission responsibilities, an additional tool is needed—a policy that requires vaccination of all EHA staff.

Many other housing authorities in Washington State have already adopted policies requiring COVID-19 vaccinations for staff, including the housing authorities in Seattle, Tacoma, Snohomish County, and Walla Walla. No vaccination requirement has been reversed by the courts in Washington State.

VACCINES OUR BEST PROTECTION. Vaccines to protect against COVID-19 have been available for nearly a year. At least one vaccine option has been fully approved by the U.S. Food and Drug Administration (FDA) and over 230 million people in the United States have already received at least one vaccination, including close to 90% of current EHA employees. According to public health experts, COVID-19 vaccination is safe, effective, and the best tool available to limit COVID-19 infections, hospitalizations, and death. Also, it helps protect those who cannot be vaccinated for medical reasons, young children who are not yet eligible to receive a vaccine, immunocompromised individuals, and those who are especially vulnerable due to low income, age, and health.

POLICY AND OUTCOMES. This policy provides that all staff must be vaccinated by January 4, 2022, or receive a medical or religious exemption and accommodation, except that staff who are continuing to work remotely can do so until EHA offices reopen, currently scheduled for March 1, 2022. Requiring all staff and certain vendors to be vaccinated against COVID-19 will maximize safety for vulnerable residents, employees, and the public. It will also allow staff to begin to return to the office safely and the agency to resume all operation activities, such as routine work orders and unit inspections and meeting with residents and participants in person.

EHA is aware that a small number of staff may choose to leave the agency because of the vaccination requirement. However, the leadership team believes that adoption of this policy is an important step to take in furtherance of the agency's pandemic-related goals and its mission.

If the COVID-19 Vaccination Policy is adopted by the Board, EHA will bargain with the two unions who represent EHA staff over its impacts.

Recommended Action

Adopt Resolution No. 1521 adopting a COVID-19 Vaccination Policy for EHA staff and some vendors, and authorizing the Executive Director to develop procedures to implement the policy.

Resolution No. 1521

ADOPTING A COVID-19 VACCINATION POLICY

WHEREAS, according to the Centers for Disease Control and Prevention and the Snohomish Health District, COVID-19 continues to pose a significant public health risk; and

WHEREAS, during the COVID-19 pandemic, the Everett Housing Authority (EHA) has had three goals of keeping residents safe, keeping staff safe, and maintaining operations to the maximum extent possible; and

WHEREAS, vaccination against COVID-19 is known to be the most effective way to prevent transmission and limit COVID-19 hospitalizations and deaths; and

WHEREAS, it is in the best interests of the agency and its employees, the vulnerable residents the agency serves, and the community for EHA employees to be vaccinated;

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF EVERETT:

Section 1: The COVID-19 Vaccination Policy attached hereto as Exhibit A is hereby approved.

Section 2: The Executive Director is authorized to develop and implement procedures in furtherance of the COVID-19 Vaccination Policy.

Section 3: This Resolution shall take effect immediately.

Adopted by the Board of Commissioners of the Housing Authority of the City of Everett, Washington, this 9th day of December, 2021.



Chair, Board of Commissioners

Attest:



Secretary

Policy No.	HR-2021-01
Policy	COVID-19 Vaccination Policy
Date Enacted	December 9, 2021
Updated	N/A
Approved By	See Resolution No. 1521

1. Purpose

Vaccination is a vital tool to reduce the presence and severity of COVID-19 cases in the workplace. EHA is adopting this vaccination policy in furtherance of the three goals the agency has had during the COVID-19 pandemic: Keep residents safe; keep staff safe; and maintain operations to the maximum extent possible.

EHA acknowledges that some staff may have concerns about the vaccine, especially individuals who are members of ethnic and/or religious communities historically and currently discriminated against. We offer opportunities and resources to support fact-based decision-making. The COVID-19 vaccines have been scientifically proven to be safe and highly effective at reducing serious illness and death within the workplace and the greater community. Staff are encouraged to speak with their medical provider or trusted medical and scientific experts for questions or concerns.

2. References and Sources

- Resolution No. 1521
- EHA Personnel Policy

3. Scope

This policy applies to all EHA permanent and temporary employees and temporary workers assigned to EHA from employment agencies or labor partners. This policy also applies to vendors if they will spend a total of 8 or more hours within a 30-day consecutive period working indoors within EHA buildings or units, or if they will be completing inspections in units owned or assisted by EHA (including units on the Housing Choice Voucher program).

4. Authority and Responsibility

The Director of Human Resources and Administration is responsible for implementation of this policy and any applicable procedures including the exemption process.

Employees are responsible for reporting their vaccination status to Human Resources as described in Section 7.4 of this policy by December 6, 2021.

Approval of the policy and any amendments lies with the Board of Commissioners.

5. Definitions

Fully Vaccinated	An EHA staff member, new hire, or vendor is considered “fully vaccinated” when they are at least 2 weeks past their final dose of any vaccine approved for emergency or full use by the U.S. Food and Drug Administration (FDA).
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6. Associated Forms

- a COVID-19 Vaccination Medical or Disability Exemption/Accommodation Request Form
- COVID-19 Vaccination Religious Exemption/Accommodation Request Form
- COVID-19 Vaccination Requirement Declaration for Vendors

7. Policy

7.1 Requirement to Receive COVID-19 Vaccination

As a condition of employment, all current EHA employees, both regular and temporary, and other workers as mentioned above, must be fully vaccinated and provide documentation proving their fully vaccinated status to EHA by January 4, 2022.

To be fully vaccinated by January 4, 2022, employees must receive one dose of a single dose vaccine, or the second dose in a two-dose vaccine, no later than December 21, 2021.

New hires and temporary workers hired after the date this policy is first adopted must submit proof of their fully vaccinated status to Human Resources after an employment offer/assignment and before their first day of employment. Absent a qualifying religious or medical exemption, EHA will rescind any employment offers or placements if proof of fully vaccinated status is not provided by the time employment is scheduled to begin. Information about this policy will be provided to potential candidates for employment during the application process for employment with EHA.

Unvaccinated workers who are on an approved leave of absence before January 4, 2022, will be required to show proof of fully vaccinated status or receipt of an approved exemption and accommodation before returning to work. Employees that need more time to complete their vaccination cycle must use their accrued leave or take leave without pay. Gift of leave will not be considered.

7.2 Applicability to Fully Remote Employees

This policy applies to all employees regardless of their primary work location, including remote employees. Although some employees may perform most of their duties remotely, all employees will be required to report to work onsite at an EHA facility for certain responsibilities including team and all staff meetings, even if the majority of their work can be completed remotely.

Notwithstanding the above, unvaccinated employees who are working remotely may continue to do so until they are required to return to in-person work at an EHA worksite.

7.3 **Cost of Vaccination and Paid Time Off**

COVID-19 vaccinations are free, whether an individual has health insurance or not. While a provider may bill a patient's health insurance for administering the vaccine, there is no out-of-pocket cost to an individual.

All employees will be paid for time taken to receive vaccinations, up to four hours each for the first and second dose. Employees must work with their supervisor to schedule necessary time off and track this time on their timesheet.

Employees will be granted up to two days of additional sick leave immediately following each dose if necessary to recover from vaccine-related side effects. This sick leave cannot be used for any other purpose. Employees must work with their supervisor to schedule necessary time off.

7.4 **Documentation**

Employees

All current employees must inform EHA of their vaccination status no later than December 6, 2021.

Official documentation of vaccination status must be provided to Human Resources and must include information about the type of vaccine administered, the date(s) of administration, and the name of the health care professional or clinic site administering the vaccine.

Acceptable forms of documentation include:

- A copy or electronic copy of the employee's Centers for Disease Control and Prevention COVID-19 vaccination card
- A printout from the Washington State Immunization Information System.
- A screenshot or Certificate of Immunization Status from MyIR or MyIR Mobile.
- A verified electronic medical record printout from the employee's medical provider that includes the required information.

Self-attestation is *not* acceptable proof of vaccination.

Employees must certify that the documentation they are submitting is true and correct. Employees found to have provided false documentation will be subject to immediate termination of employment.

Vendors

Vendors covered under this policy are responsible for ensuring their representatives, including employees and subcontractors, comply with this policy, including assuming responsibility for vaccination verification and accommodation requirements for their employees.

Vendors covered under this policy must provide a copy of the fully signed COVID-19 Vaccination Requirement Declaration for Vendors to their designated contact at EHA before they or any subcontractors can begin any work that is covered by the policy.

Vendors found to have provided false documentation will be subject to immediate termination of work and their contract.

7.5 Exemptions from COVID-19 Vaccination

Individuals may request an exemption from the COVID-19 vaccine requirement as a reasonable accommodation, without employment consequence, for the following:

- a. Medical Exemption as advised by a licensed healthcare provider;
- b. Religious Exemption for a sincerely held religious belief, observance or practice that prevents an individual from receiving the vaccine. Every request for a religious exemption will be carefully reviewed, but in general, belief based on social, political, or economic philosophies, as well as mere personal preferences, are not considered religious beliefs under federal law.

Applicants and employees in need of an exemption from this policy due to a medical reason, or because of a sincerely held religious belief, must submit a completed request for accommodation form to the Director of Human Resources and Administration to begin the interactive accommodation process as soon as possible.

In accordance with EHA's Personnel Policy, accommodations will be granted where they do not cause EHA undue hardship or pose a direct threat to the health and safety of others, including other employees and the public EHA serves.

New hires and temporary workers hired after the date this policy is first adopted must inform EHA's Human Resources department as soon as possible if they intend to apply for an exemption. They will not be permitted to start employment until and unless an accommodation is approved.

Staff will be notified if the accommodation request meets the exemption criteria, and, if so, whether the exemption is permanent or provisional. Human Resources will outline expectations for continued safety measures that will be required as part of the accommodation, including wearing face coverings, testing, social distancing, daily self-screening, work and or workplace modifications, and the procedure for promptly reporting COVID-19 symptoms. Employees who are unvaccinated by an approved exemption must strictly follow all stated expectations.

Regardless of whether an accommodation is approved, absent unusual individual circumstances supporting a specific reasonable accommodation, no unvaccinated employee may report to an EHA worksite after the required vaccination date set in this policy without first receiving an exemption and accommodation.

7.6 COVID-19 Testing

If an unvaccinated employee enters an EHA worksite after January 4, 2022, the employee will be required to be tested for COVID-19 and provide the results of their test to Human Resources before entering an EHA worksite.

The employer will provide information to employees on where COVID-19 testing can be obtained at low to no cost or that is covered by insurance. If the employee is not able to obtain a test at no cost after all insurance coverage has been applied, the employer will reimburse the employee for the reasonable cost of COVID-19 testing that they have completed as required by this policy.

Employees who report to an EHA worksite more than one day per workweek must be tested for COVID-19 at least twice per week.

Employees who report to an EHA worksite once per workweek must be tested for COVID-19 at least once every seven days.

Any employee who does not report to an EHA worksite during a period of seven or more days (e.g., if they were teleworking for two weeks prior to reporting to the workplace) must be tested for COVID-19 prior to returning to the workplace.

COVID-19 tests must be:

1. Cleared, approved, or authorized (including in an Emergency Use Authorization (EUA)) by the U.S. Food and Drug Administration (FDA) to detect current infection with the SARS-CoV-2 virus;
2. Administered in accordance with the authorized instructions; and
3. Not be both self-administered and self-read unless observed by an authorized telehealth proctor

For Nucleic Acid Amplification Tests (NAAT), such as PCR tests, the test must have been conducted no more than 72 hours before the employee enters the EHA worksite.

For Rapid Antigen Tests, the test must have been conducted no more than 24 hours before the employee enters the EHA worksite.

If an employee does not provide documentation of a COVID-19 test result as required by this policy, they will be sent home and not allowed to return to an EHA worksite until they provide a test result. The employee must use available sick leave for the remainder of the workday and any other workdays until they are authorized to return to an EHA worksite, or unless they are approved by their supervisor to work remotely during their absence.

Employees who have received a positive COVID-19 test, or have been diagnosed with COVID-19 by a licensed healthcare provider, are not required to undergo COVID-19

testing for 90 days following the date of their positive test or diagnosis. These employees must have written authorization from a medical professional in order to return to the workplace.

Non-compliance with required COVID-19 testing will result in disciplinary action up to and including termination.

7.7 **Confidentiality and Privacy**

All medical information collected from individuals, including vaccination information, test results, and any other information obtained as a result of testing, will be treated in accordance with applicable laws and policies on confidentiality and privacy.

7.8 **Face Coverings**

After December 6, 2021 (and after January 4, 2022, if an employee receives an accommodation exempting them from the vaccination requirement), EHA will require unvaccinated employees to wear a face covering when indoors and when occupying a vehicle with another person for work purposes. Policies and procedures for face coverings will be implemented as part of a multi-layered infection control approach for unvaccinated workers.

Face coverings must:

- (i) completely cover the nose and mouth;
- (ii) be made with two or more layers of a breathable fabric that is tightly woven (i.e., fabrics that do not let light pass through when held up to a light source);
- (iii) be secured to the head with ties, ear loops, or elastic bands that go behind the head. If gaiters are worn, they should have two layers of fabric or be folded to make two layers;
- (iv) fit snugly over the nose, mouth, and chin with no large gaps on the outside of the face; and
- (v) be a solid piece of material without slits, exhalation valves, visible holes, punctures, or other openings.

Acceptable face coverings include clear face coverings or cloth face coverings with a clear plastic panel that, despite the non-cloth material allowing light to pass through, otherwise meet these criteria and which may be used to facilitate communication with people who are deaf or hard-of-hearing or others who need to see a speaker's mouth or facial expressions to understand speech or sign language respectively.

The following are exceptions to EHA's requirements for face coverings:

1. When an employee is alone in a room with floor to ceiling walls and a closed door.
2. For a limited time, while an employee is eating or drinking at the workplace or for identification purposes in compliance with safety and security requirements.
3. When an employee is wearing a respirator or facemask.

4. Where EHA has determined that the use of face coverings is infeasible or creates a greater hazard (e.g., when it is important to see the employee's mouth for reasons related to their job duties, when the work requires the use of the employee's uncovered mouth, or when the use of a face covering presents a risk of serious injury or death to the employee).

Nothing in this policy prevents EHA from implementing a face covering requirement or complying with state or local face covering requirements for all employees regardless of vaccination status.

7.9 Compliance

Barring an approved accommodation based on a qualifying medical or religious exemption, employees covered by this policy who fail to provide the required documentation of fully vaccinated status by January 4, 2022, will be separated from employment with EHA. Employment separation will be non-disciplinary and affected employees will be deemed eligible for a competitive rehire if they 1) otherwise left in good standing and 2) provide proof they meet the vaccination requirement. The Human Resources department will notify separating employees of options for continuation of healthcare or other benefits.

Notwithstanding the above, employees who are not fully vaccinated and do not have an approved exemption and accommodation, and are continuing to work primarily remotely during the pandemic-related office closure, can continue to work remotely until they are required to return to regular in-person work at an EHA worksite, by which time they must either show proof of full vaccination, or have an approved exemption and accommodation in place, in order to continue their employment with EHA.

8. History

12/9/21 Policy adopted.

TO: EHA Board of Commissioners
FROM: John Forsyth, Deputy Executive Director
RE: New Collective Bargaining Agreement with AFSCME
DATE: December 9, 2021

The EHA negotiations team concluded its bargaining with Washington State Council of County and City Employees, AFSCME/AFL-CIO, hereafter referred to as AFSCME, for a new three-year (July 1, 2021, to June 30, 2024) Collective Bargaining Agreement. The main issue throughout bargaining pertained to employee salary increases.

The EHA negotiations team was guided by the market salary study conducted by Compensation Connections and the salary ranges and recommended amounts of salary increases for individual staff provided in the study. As a public agency we want to pay as close to market rate comparable salaries as possible and not exceed what comparable market salaries are today. At the same time, we recognize that in recent months staff are facing the effects of increasing inflation. Staff may also be tempted to leave EHA due to the overall labor market shortages and the competition amongst employers to hire qualified staff for higher-than-normal salaries. With these factors all at play, EHA Management believes we are offering a very competitive wage package in the new CBA.

As reflected in **Article 31** in the new CBA, AFSCME represented staff will receive the following salary increases:

- Year 1, all members will receive a minimum of a five percent salary increase, or the recommended increase in the market salary study for each individual staff member, whichever is higher.
- Year 2, all members will receive a minimum of a two percent salary increase, or the recommended increase in the market salary study for each individual staff member, whichever is higher.
- Year 3, all members will receive a minimum of a 1.5 percent salary increase. In the spring of 2023, EHA will determine if it can afford to pay the salary study recommended amounts for individual staff who are to receive a higher amount in the market study than the minimum of 1.5%.

In addition to the above increases, all AFSCME represented staff may participate in the EHA Financial Incentives Program (Appendix C. to CBA) which provides several financial incentives, including \$400 quarterly retention payments from December 1, 2021, through November 30, 2022. Other incentives include higher pay for individuals who apply for and obtain a higher-level EHA job position, and payments for recruiting external candidates to apply for and who are hired by EHA.

The following is a summary of other revisions found in the current agreement:

Article 4 – Union Security: Revisions were made to comply with the U.S. Supreme Court opinion, *Janus v. American Federation of State, County, and Municipal Employees, Council 31*, dated June 27, 2018. These changes were already agreed to by both AFSCME and EHA in a MOU dated June 17, 2019.

Article 7 – Temporary Employees: Added language that allows for limited term employees for a period of seven to 24 months.

Article 8 – Paid Holidays: Added Juneteenth as a paid holiday.

Article 10 – Sick Leave and new Section 9 – Paid Family and Medical Leave Program: The new section incorporates language regarding the Washington State program and the terms under which both parties will participate in this program.

Article 12 – Leave of Absence Without Pay: This article includes new language for C. Military Leave which acknowledges that both parties will follow federal and state law regarding employment involving veterans.

Article 15-Classificatiuon, Evaluation and Wage Administration: In Appendix B. to this article there is a document which explains the procedures the EHA Compensation Committee will follow when determining what rate a new employee will start at and explains how years of service in a current position are determined by the Compensation Committee. Years of service in a current position is the key element in determining salary in the current market salary methodology EHA is using to determine salaries.

RECOMMENDED ACTION: Adopt Resolution No. 1522, Ratification of Collective Bargaining Agreement with Washington State Council of County and City Employees

Resolution No. 1522

RATIFICATION OF COLLECTIVE BARGAINING AGREEMENT WITH WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES

WHEREAS, the Washington State Council of County and City Employees, affiliated with the American Federal of State, County and Municipal Employees, AFL-CIO ("AFSCME") represents non-management level administrative and housing program employees for the Everett Housing Authority ("EHA"); and

WHEREAS, EHA and AFSCME, have met, negotiated, and agreed upon a Collective Bargaining Agreement for the period of July 1, 2021, through June 30, 2024, and setting forth wages, working conditions, and other matters subject to bargaining for employees within the AFSCME bargaining unit;

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF EVERETT:

Section 1: The Collective Bargaining Agreement between the Everett Housing Authority and the Washington State Council of County and City Employees, AFSCME/AFL-CIO, attached hereto as Exhibit A, is ratified.

Section 2: This Resolution shall take effect immediately.

Adopted by the Board of Commissioners of the Housing Authority of the City of Everett, Washington, this 9th day of December, 2021.



Chair, Board of Commissioners

Attest:



Secretary

July 1, ~~2017-2021~~ to June 30, ~~2020-~~

2024 AGREEMENT

between

EVERETT HOUSING AUTHORITY

and

WASHINGTON STATE COUNCIL OF

COUNTY AND CITY EMPLOYEES

AFSCME/AFL-CIO

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PREAMBLE

This Agreement is made and entered into by and between the Everett Housing Authority, hereinafter referred to as the Employer and the Washington State Council of County and City Employees, affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union. All items shall be binding for both the Employer and the Union.

ARTICLE 1-WARRANTY OF AUTHORITY

Section 1. The officials executing this Agreement on behalf of the Employer and the Union subscribing hereto are acting under the authority of R.C.W. 41.56 to collectively bargain on behalf of the organizations that they represent.

ARTICLE 2 - UNION RECOGNITION

Section 1. The Employer recognizes the Washington State Council of County and City Employees, AFSCME, AFL-CIO as the exclusive representative for all full time and regular part-time Employees of the Everett Housing Authority, excluding management, supervisors, confidential employees, maintenance, custodial and construction employees, resident caretakers and servers.

ARTICLE 3 - MANAGEMENT RIGHTS

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

The above-mentioned management rights are not to be interpreted as being all-inclusive, but merely indicate the types of rights that belong to and are reserved to management. It is understood that the Everett Housing Authority Personnel Policy Manual adopted by the Board of Commissioners shall apply to all members of the bargaining unit, except as modified by this Agreement. It is further understood that any of the rights, power or authority the Authority had prior to the effective date of this Agreement are retained by the Authority, except those specifically abridged or modified by this Agreement.

ARTICLE 4 - UNION SECURITY

Section 1.

~~The Employer recognizes the WASHINGTON STATE COUNCIL OF COUNTY AND CITY EMPLOYEES/AFSCME Council 2 and its affiliated local (hereafter Union) as the sole and exclusive bargaining representative in all matters concerning wages, hours, and other conditions of employment for all employees described in the recognition clause. The Employer shall remain neutral when communicating with employees about Union membership and direct the employee to discuss union membership with a union staff representative. Subject to the provisions of the following paragraphs, it shall be a condition of employment that all employees of the Employer covered by this Agreement shall, at the effective date of the agreement, become and/or remain members of the Union in good standing; provided, however, that any employee hired prior to the date of certification of the Union, July 30, 2001, who exercised the option granted in the Agreement dated August 26, 2002 to abstain from Union membership, shall remain as a member not in good standing.~~

~~Section 2. It shall also be a condition of employment that all new employees hired after the effective date of this Agreement and covered by its provisions shall, not later than the 30th calendar day following their employment, become and remain members in good standing in the Union during the term of this Agreement.~~

~~Section 3. If an employee for bona fide religious tenets, as per R.C.W. 41.56.122(1), does not desire to be a member of the Union, one of the following shall apply:~~

~~Pay each month a service charge equivalent to regular union dues to the Union.~~

~~Pay each month an amount of money equivalent to regular current union dues to the Union, who shall then transmit that amount to a non-religious charity that is agreeable to the Union and the employee.~~

~~Section 4. Failure by an employee to abide by the above provisions shall constitute cause for discharge of such employee; provided that when an employee fails to fulfill the above obligation the Union shall provide the employee and the Employer with 30 days notification of the Union's intent to request the Employer to initiate discharge action. During this period the employee may make restitution of the overdue amount.~~

Section ~~5~~2. New Hire Notification. The Employer shall notify the Union of all new hires within ten (10) working days of the hire date. This notification will include the name of the employee, the starting date of employment, classification, home address and phone number, and the approximate number of hours worked per week. ~~—A~~A Union official shall be granted up to thirty minutes to provide each new employee a basic overview of the employees' rights and responsibilities regarding Union membership, dues authorizations, and Union insurance. At the time of hire, the Employer will notify the new hire of the terms and conditions of this Article.

Section 2.1 Bargaining Unit Information. The Employer shall provide to the Union monthly

a complete list of all bargaining unit members that includes: Employee name, work address, home address, work phone, work email, birth year, hire date in current bargaining unit, job classification, department, hours worked and monthly base wage.

Section ~~63~~. Deduction of Union Dues. Upon receipt by the Employer of written authorization from the employee, ~~the~~ the Employer shall honor the terms and conditions of each employee's authorization for payroll deduction. Whether an employee is a union member or not, the Employer shall continue to deduct and remit Union dues and fees to the Union until such time as the Union notifies the Employer that the dues authorization has been properly terminated in compliance with the terms of the payroll deduction authorization executed by the employee. ~~Employer shall deduct all dues and fees uniformly levied against Union members, twice each month, from all members and transfer that amount to the Union Treasurer no later than the 25th day of the month following the month of deduction. The deduction of dues and fees shall be reflected on the employee's paycheck.~~

For current Union members and those who choose to join the Union, the Employer shall deduct twice each month, all Union dues and fees uniformly levied from all members and transfer that amount to the Union Treasurer no later than the 25th day of the month following the month of deduction, and shall continue to do so for such time and on conditions set forth in the authorization for payroll deduction regardless of the employee's continued membership in the Union. The deduction of dues and fees shall be reflected on the employee's paycheck.

Authorizations for Payroll Deduction are valid whether executed in writing or electronically. ~~New employees, while completing their probationary period, may authorize the Employer to hold their union dues in escrow. If the employee fails to complete the probationary period, the Employer will refund his/her dues. If the employee completes the probationary period, the Employer shall immediately transfer his/her union dues held in escrow to the Union Treasurer.~~

The Union shall indemnify the Employer and save the Employer harmless from any and all claims against the Employer arising out of the administration of this Article, including the amounts of union dues deducted and withheld from earnings, so long as the Employer complies with this article.

~~probationary period, the Employer will refund his/her dues. If the employee completes the probationary period, the Employer shall immediately transfer his/her union dues held in escrow to the Union Treasurer.~~

~~The Union shall indemnify the Employer and save the Employer harmless from any and all claims against the Employer arising out of the administration of this Article, including the amounts of union dues deducted and withheld from earnings, except those held in escrow by the Employer for a probationary employee.~~

ARTICLE 5 - EMPLOYEE RIGHTS. RESPONSIBILITIES AND UNION RIGHTS

Section 1. Union Activities. The Employer agrees that on the Employer's premises, duly elected Everett Housing Authority employee representatives of the Union shall be allowed on non-working time, unless otherwise approved by the Employer to:

- A. Post Union notices.
- B. Distribute Union literature, which shall be restricted to the employees' lounge or other designated location.
- C. Attend authorized negotiation meetings with the Employer (up to 3 members of the Local).
- D. Transmit communications authorized by the local union president to the Employer or his/her representatives.
- ~~E.~~ Participate in the orientation of new bargaining unit employees to present a packet of Union information. The Union presentation shall not exceed ~~ten~~ (10)thirty (30) minutes. The presentation may be on EHA time but any travel time to reach the orientation must be on non-working time. The Union is responsible to develop and provide the Union information and is solely responsible for the contents.

Section 2. Duly elected employee representatives shall also be allowed on non-working time, unless otherwise approved by the Employer, to consult with the Employer, his/her representatives, the local union president or designee concerning any provision of this Agreement.

Time off without pay for investigating a formal grievance will be allowed, subject to the approval of the Employer for released time. This shall not be construed to allow time off to investigate employee complaints.

Time off with pay for meeting(s) regarding a formal grievance will be allowed with prior

approval of the Employer, where the employee or local union president's or designee's attendance is required as a part of the grievance procedure as set forth in Article 20, Steps 1, 2, and 3. This shall be limited to meetings with the Employer, which are held during working hours.

Section 3. The Union agrees to provide the Employer with an updated list of duly elected Everett Housing Authority employee representatives and those accredited representatives of the Union within ten (10) days of the day the appointment is made. Such list to clearly define the authority of each of the representatives to represent the Union or a union member.

Section 4. Upon the written request of the Union, the Employer agrees to provide a list of employees filling positions {including promotions and reclassifications} within the applicable bargaining unit for which such information is requested, within ten (10) days of receipt of the written request. Such requests shall not be made more than twice per year.

Section 5. The Employer agrees that accredited representatives of the Union so designated on the list noted in Section 3 of this Article shall have reasonable access to the public premises and designated non-public areas of the Employer during working hours for the purpose of investigating and discussing grievances, provided the Union representative does not interfere with the work of the employees. Such business will normally be confined to the employee's lounge or conference room, unless otherwise agreed to by the Employer. Said representatives will provide adequate notice of such meetings and space will be provided on an available basis.

Section 6. The Employer and Union recognize it is in their mutual interest that issues which arise concerning administration of this labor agreement should be resolved as expeditiously as possible and that either party will occasionally meet with representatives of the other party for the purpose of resolving those issues. Such meetings will be held only with mutual consent of the Employer and the Union. Subject to the approval of and arrangements made with his/her respective supervisor, the local union president shall be allowed to perform such duties on paid time. Both the Employer and Union will use reasonable judgment on the application of this section.

Section 7. Official Union representatives may be allowed time off without pay to attend designated conferences and conventions of the Washington State Council of County and City Employees and/or the American Federation of State, County and Municipal Employees (AFL-CIO); provided that the Employer is able to properly staff the employee's job duties during the employee's time off. Such time off will be granted only with the express approval of the Executive Director. The time off shall not exceed five

(5) days for a single function or a total of fifteen {15} working days in one calendar year. At the employee's option, vacation leave may be utilized for such time off, with reasonable notice and the Employer's approval.

Section 8. Union Use of Bulletin Boards. The Employer agrees to allow the Union to use designated departmental bulletin boards, the main purpose of which shall be to post Union information. The allotted space will be a maximum twelve (12) square feet per bulletin board and allocated in a manner conducive to posting. One bulletin board will be located at the Colby Office and one bulletin board will be located at Broadway Plaza. The Union agrees to limit posting of such notices to its bulletin board space, however, inter-office mail may be used to distribute Union bulletin board information to the Twelve Pines, Baker Heights, Broadway Plaza and Maintenance Office facilities. It is specifically understood that no notices of a discriminatory or political nature, nor notices that would be offensive to a reasonable person, shall be posted. Each posting shall be initialed and dated by the Union official responsible for the posting.

ARTICLE 6 - HOURS OF WORK AND OVERTIME

Section 1. Standard Workweek. The hours of work and the determination of the workweek shall be established by the Employer. The normal workweek for 37.5 hours per week employees shall consist of five (5) consecutive workdays within a 7-day period, Sunday through Saturday. The normal workweek for 40 hours per week employees shall, whenever possible, consist of five (5) consecutive workdays within a 7-day period, Sunday through Saturday.

Section 2. Overtime. Employees who work overtime shall be compensated at the rate of time and one half (1-1/2) their regular straight time of pay for hours worked in excess of (a) thirty-seven and one half (37.5) hours, if on a 37.5 hours per week normal work schedule, or (b) forty (40) hours, if on a 40 hours per week normal work schedule, in any week.

Employees whose regular work schedule is other than as defined in the previous paragraph of this Section shall be compensated at the rate of straight time for hours worked in excess of the employee's regular work schedule in any work week, up to forty (40) compensated hours. Hours worked beyond 40 shall be compensated at the rate of time and one half (1-1/2) for the hours worked in excess of 40 hours.

Employees may not work overtime without prior approval from their immediate supervisor or an authorized member of management.

Section 3. Compensatory Time. Employees who work overtime may receive compensatory time off in lieu of overtime. Employees are expected to receive pay in accordance with Section 2 of this Article. In exceptional circumstances compensatory time off may be granted. Such compensatory time must be approved by the Employer and is limited to a maximum of 40 hours per year. On December 31 of each year hours beyond the maximum accrual of 40 hours will be paid to the employee at the appropriate rate.

Section 4. Meal Periods. Employees shall be entitled to an unpaid lunch period, which

will normally be taken at mid-shift unless otherwise arranged, as noted in the Everett Housing Authority Personnel Policy Manual. When an employee is required by the Employer to remain on duty on the premises, meal periods shall be paid by the Employer.

Employees may not work during their meal periods without prior approval from their immediate supervisor or an authorized member of management.

Section 5. Rest Periods. Employees who work over 4 hours per day but less than 7.5 hours per day shall receive one 15-minute rest period. Employees who work 7.5 hours or longer per day shall receive two 15-minute rest periods. Such rest periods shall be scheduled by the supervisor as near as possible to the midpoint of each work period.

Section 6. Hours Worked. Holidays shall be considered time worked for the purpose of calculating overtime pay; provided, that in order for a holiday to be considered time worked, the holiday(s) must fall within the employee's scheduled work week.

Sick leave time and vacation leave time shall not be considered time worked for the purpose of calculating overtime pay. When an employee works hours beyond their normal workweek during a week when sick leave time and/or vacation leave time have been taken, the hours worked will be paid at straight time. The employee's sick leave account and/or vacation leave account will be credited (restored) with the hours worked beyond the normal workweek. If there are additional hours worked beyond the number of hours of sick leave time and/or vacation leave time restored, such additional hours will be paid at straight time, unless the total hours worked exceeds:

- A. Thirty-seven and one half (37.5) hours, if on a 37.5 hours per week normal work schedule; or
- B. Forty (40) hours, if on a 40 hours per week normal work schedule; or
- C. Forty (40) hours, if on a less than 37.5 hours per week schedule.

Section 7. Alternative Work Schedules. An employee desiring to work an alternative schedule (e.g., four-day workweek, split shift, flextime, etc.) shall submit a written request to the Employer. Such requests shall be considered in light of the needs of the agency, which shall be determined by the Executive Director or designee. The circumstances of the employee requesting the alternative work schedule will be considered to the extent possible. The decision of the Executive Director or designee shall be final and shall not be subject to the grievance procedure.

If denied, the employee shall receive a written response indicating the reason(s) for the denial. If approved, the Employer may rescind the alternative work schedule by providing a 30-day notice to the employee of the rescission. The employee may request to terminate the alternative work schedule. The Employer will accommodate such requests as soon as practicable.

ARTICLE 7 - TEMPORARY EMPLOYEES

Section 1. A temporary employee is any employee hired to work for a defined and/or limited period of time in a regular position, or for overload or seasonal work. Temporary employees hired for a period exceeding six (6) months shall, as a pre-condition of employment, pay dues in accordance with Article 3 above and not replace or supplant potential or existing bargaining unit members or the body of work represented by the bargaining unit. The provisions of this article do not apply where such temporary employee is replacing a regular employee on long-term leave who is expected to return to work. Further this section does not apply to interns, volunteers, and those individuals involved in a job training program.

Section 2. A limited-term employee is any employee hired for a definite and limited term of employment in excess of six (6) months but not longer than twenty-four (24) months and regularly scheduled to work a minimum of 20 hours per week (e.g., on special projects). Limited-term employees shall be provided the same benefits as permanent employees. Seniority does not accrue unless: 1) the employee has already passed probation in a regular position, or 2) the employee is later appointed to a regular position with no break in employment, in which case the employee shall be credited for time worked for the limited term.

ARTICLE 8- PAID HOLIDAYS

Section 1. Employees are eligible for paid status on holidays, provided that they are in a paid status on the workday preceding and the workday following the holiday.

Section 2. The following are the paid legal holidays. The normal hours paid to the employee shall be paid for each holiday. Part-time employees shall receive holiday pay on a pro rata basis.

New Year's Day	First day of January
Martin Luther King Jr. Day	Third Monday of January
President's Day	Third Monday of February
Memorial Day	Last Monday of May
<u>Juneteenth</u>	<u>Nineteenth day of June</u>
Independence Day	Fourth day of July
Labor Day	First Monday of September
Veterans Day	Eleventh day of November
Thanksgiving Day	Fourth Thursday of November
Day after Thanksgiving Day	Fourth Friday of November
Day set during Christmas season	Variable
Christmas Day	Twenty-fifth day of December

Section 3. When any such holiday occurs on a Saturday, the holiday will be observed on the preceding Friday, and when the holiday occurs on a Sunday, the holiday shall be observed on the following Monday.

Section 4. When an employee's regularly scheduled days off work are days other than Saturday and Sunday or the day the holiday is observed, the Employer shall pay an amount equal to the amount the employee earns in his regularly scheduled working day.

Section 5. Holidays Occurring While on Paid Leave Status. Holidays that occur during vacation, sick leave or while on other paid leave status shall not be charged against such leave.

Section 6. Floating Holiday. In addition to those holidays specified in Section 2, employees shall receive one (1) floating holiday during each calendar year. Each employee may select the date on which the employee desires to take the additional holiday provided for herein, subject to approval of the Employer, except that an employee may, with prior notice, take the holiday for a personal emergency. This floating holiday shall be used in the calendar year earned and shall be non-cumulative and non-- compensable upon termination and must be used by December 15 of the year in which it is accrued. Such holiday is to be taken only in full day increments. New employees shall be eligible for floating holidays only upon completion of six months of continuous employment.

ARTICLE 9 - VACATION LEAVE

Section 1. Leave Accrual. Regular full-time and regular part-time employees shall be eligible to accrue vacation leave with reference to the following:

- A. A regular full-time employee (1.0 F.T.E.) with a work schedule equal to thirty-seven and one half (37-1/2) or forty (40) hours per week, will have a normal accrual schedule as shown in the table that is a part of this section.
- B. Regular part-time employees who work twenty (20) or more hours per week accrue vacation leave pro rata on the basis of actual hours worked.
- C. Vacation leave shall only be accrued on straight time hours worked (including vacation, holidays and all other types of paid leave).
- D. Vacation leave will be available for use only after it has been posted to the employee's accrued leave account through the payroll system.

(See Vacation Leave Accrual Schedule, below)

VACATION LEAVE ACCRUAL SCHEDULE FOR REGULAR FULL-TIME EMPLOYEES

Length of Continuous Service (Years)	Monthly Accrual (Hours)		Annual Accrual (Days)
	37.5 hrs/wk	40 hrs/wk	
Date of employment to end of first year	7.500	8.000	N/A
1	8.125	8.667	13
2	8.750	9.333	14
3	9.375	10.000	15
4	10.000	10.667	16
5	10.625	11.333	17
6	11.250	12.000	18
7	11.875	12.667	19
8	12.500	13.333	20
9	13.125	14.000	21
10 or more	13.750	14.667	22

Note: "Year" as used in this table shall mean the completion of twelve (12) full calendar months of service.

Section 2. Vacation Leave - Maximum Accrual. Except upon approval by the Employer, an employee's accrued unused vacation leave may not on December 31 of any year exceed 30 workdays (225 hours for a 37.5-hour workweek schedule and 240 hours for a 40-hour workweek schedule). Requests for scheduling accrued vacation leave shall be the responsibility of the employee. An employee whose vacation accrual may exceed 30 days on December 31 shall be required to request vacation scheduling sufficiently in advance of December 31 so the request can be granted without interference with operating needs. Vacation in excess of 30 days on December 31 shall be forfeited.

Section 3. Vacation Leave - Accounting for its Use. Except as provided in Section 2 above, no vacation leave will be deducted from that accrued until:

- A It is actually used (or gifted); or
- B. There is a lump sum settlement.

Section 4. Lump Sum Settlement of Vacation Leave - Termination. Upon termination from all Everett Housing Authority employment, the employee shall be paid a lump sum settlement for the number of hours of vacation leave accrued and not deducted or forfeited at his/her current hourly rate of pay while employed by the Everett Housing Authority. The maximum number of hours eligible for lump sum payment upon termination is 390.

Section 5. Lump Sum Payment of Excess Vacation Leave <other than termination>. Employees who have accrued unused vacation leave in excess of 20 days (150 hours for a 37.5-hour workweek schedule and 160 hours for a 40-hour workweek schedule) during the calendar year may request that all or part of the excess be cashed out by the Employer.

Lump Sum Payment requests must comply with the following:

- Be made on a form provided by the Employer,
- Only two requests for lump sum payments may be made per calendar year,
- Lump sum payment requests will not be approved or paid during the month of December,
- Employee must take at least one week (5 consecutive days) of vacation time off during the calendar year (or have pending approved vacation) before requesting a lump sum payment,
- The minimum number of hours that can be cashed out per request is ten (10),
- Payment will be determined using the employee's current rate of pay,
- Payment is subject to applicable payroll deductions (Income taxes, FICA, etc.),
- Request once approved is irrevocable,
- Payment shall be included with the next regular payroll following approval.

Section 6. Transfers and Termination. Any employee transferring from one department or office to another shall accrue vacation leave benefits based upon the total time of active employment with the Everett Housing Authority, which was continuous. An employee who is laid off and rehired within one year shall accrue vacation leave benefits based upon total time of active employment with the Everett Housing Authority.

Section 7. Authorization for Taking Vacation Leave. Each year the requests for vacation leave shall be submitted by March 31. Leaves submitted by that time shall be considered with seniority being followed as nearly as possible, except that:

- A. Leave shall be at a time that will not impair the efficiency of a department; and
- B. If the Employer determines that the nature of the work is such that no employees or a limited number of employees may be on vacation at a given time, he/she may establish non-leave periods and priority lists for assigning the order in which leaves may be taken. The Employer will give the Union the reasons in writing why the non-leave period is established.
- C. Employees who are to serve as official Union representatives for the purpose set forth in Article 5. Section 7. and who request their annual leave on or before the due date established by their departments, shall

receive first consideration, without regard to seniority, in having their vacation requests approved for those dates necessary to attend conferences and conventions.

- D. Leaves requested after March 31 shall be granted on a first come first served basis subject to the needs of the department.
- E. The Employer may rescind a vacation request with at least fifteen (15) days advance notice to the employee and only when there are exigent circumstances involving the needs of the agency and/or the clients. If, in the event of an emergency, the Employer cannot provide fifteen days' notice to the employee, the Employer shall reimburse the employee for any financial loss to the employee incurred as a result of the lack of notice.

Section 8. Gift of Vacation Leave. Employees may make a gift of vacation leave to one another under the limited policy conditions as stated in the Everett Housing Authority Personnel Manual. Such gifts of vacation shall be made on an hour for hour basis regardless of the pay rates of the affected individuals.

ARTICLE 10 - SICK LEAVE

Section 1. Sick Leave Policy for Active Employees. Sick leave is provided to employees as a protection against loss of income in the event of absence from work for medical reasons, including extended absence on account of illness or injury. Its use is restricted to health-related absences and employees are encouraged to accumulate sick leave to carry them through an unforeseen and lengthy illness.

Section 2. Sick Leave Accrual. Accrued sick leave shall be granted to each regular full-time employee and regular part-time employee while on paid status time.

- A. All sick leave accrued but unused as of the effective date of this Agreement shall be included with all future accumulation. The total accumulation shall be limited to a maximum of 120 days. For the purpose of calculating sick leave accruals, the regular full-time employee shall be credited with 8.12 hours of sick leave per month for a 37.5 hours per week schedule or 8.67 hours of sick leave per month for a 40 hours per week schedule. Regular part-time employees shall accrue sick leave on a pro rata basis in the same percentage as the employee's actual hours worked relates to 37.5 or 40 hours per week.
- C. Sick leave will be available for use only after it has been earned and credited to an employee's sick leave account.

Section 3. Authorization for Sick Leave. Accrued but unused sick leave shall be taken as needed up to the limit of accrual on occurrence of the following conditions:

- A. Personal illness or injury, including maternity, which renders the employee unable to perform the duties of his/her position.

- B. Enforced quarantines in accordance with health regulations.
- C. Illness or health condition of an immediate family member residing with and dependent upon the employee that requires the attention of the employee during working hours.
- D. The Employer will allow sick leave per the provisions of the Family Medical Leave Act. The employee will follow all regulations and requirements of said act.
- E. Medical and dental and visual appointments shall be included as cause for sick leave.

Section 4. Employee Notification of Taking Sick Leave. An employee shall notify the appropriate supervisor or management employee prior to the start of the shift if the employee is unable to work any of their entire assigned shift. Failure to provide advance notification will be allowed only in very extenuating circumstances beyond the employee's control. In such cases the employee shall notify the appropriate individual as soon as possible. The supervisor will inform the employee in writing of the individuals who must be notified of such absence and the time frame required.

Section 5. Accounting for Sick Leave Use. The Employer shall maintain accounting for sick leave. A continuous record of an employee's accrual and use of sick leave shall be maintained.

Section 6. Extended Medical Leave. Prior to the expiration of all sick leave an employee must, in order to retain entitlement to return to paid employment status, submit to the Employer a written request for unpaid leave of absence for medical reasons. Such request must be accompanied by an explanation from a qualified medical practitioner stating the nature of the inability to work, an anticipated return to work date and whether or not the employee will have the ability to fully perform his/her job duties on such date. If limitations are required, a detailed description of the limitations, including the length of time the limitations will exist, must be included. The Employer will consider such requests and provide a response as soon as practical. Applicable provisions of the Family Medical Leave Act will be followed in the granting of such leaves.

Section 7. Sick Leave - Transfers. Any employee transferring from one department or office to another shall retain all accrued and unused sick leave benefits.

Section 8. Leave Payment Upon Termination. Departing employees who have completed the probationary period will receive payment of twenty-five percent (25%) of all accrued, unused sick leave. Such payment will be made only if the employee provides a minimum of two weeks' notice. Payment will not be made if the employee has been terminated for cause.

Section 9. Paid Family and Medical Leave Program. Eligible employees are covered by the Washington Family and Medical Leave Program, Chapter 50A.04 RCW, a state law independent of this Agreement. Eligibility for leave and benefits begins January 1, 2020. Beginning January 1, 2019 and through the period December 31, 2020, the law provides that premiums will total four-tenths of one percent of employee wages. Employer and

employee will split the premium payment as follows: employees will pay through payroll deduction the full cost of premiums associated with family leave benefits and forty-five percent of the cost of the premiums associated with medical leave benefits. Employer will pay the remaining premium amounts. Either party may reopen bargaining over this provision of this Agreement following the finalization of the regulations implementing the Washington Paid Family and Medical Leave Program, Title 50A RCW.

ARTICLE 11- BEREAVEMENT LEAVE

Section 1. Upon notification, the Employer shall grant an employee bereavement leave with pay in the event of death in the immediate family of the employee. The maximum number of working days leave shall be five (5) per occasion.

The term "immediate family" shall include:

- A. Spouse or domestic partner, children of employee, or children of spouse or domestic partner; stepchildren or stepchildren of spouse or domestic partner;
- B. Mother, father, brother, sister; stepmother, stepfather, stepbrother, stepsister
- C. Grandparents and grandchildren of employee; or
- D. Any relative living in the immediate household of the employee.

In relationships other than those set forth above, bereavement leave of one (1) day may be granted by the Employer upon request.

Domestic Partner is to be defined for purposes of this section in the same manner as defined in Article 23, Section 6.

ARTICLE 12 - COURT LEAVE

Section 1. Jury Duty. An employee shall be granted leave with pay while required to perform jury service, subject to the following provisions:

- A. The employee will receive his/her normal daily earnings for jury service. The employee shall submit to payroll section his/her jury duty warrant indicating the time spent and the amount of compensation received for the service, which amount, excluding mileage paid, must be paid to the Employer.
- B. An employee shall report for work during all hours he/she is released from jury service. If less than one hour remains from the time of such release to the end of his/her regular shift, the employee shall call his/her supervisor for instructions.
- C. When employees receive notice of jury duty, they shall notify their supervisor within two (2) working days of receipt of the notice.

ARTICLE 13- LEAVES OF ABSENCE WITHOUT PAY

Section 1. Requests for leave of absence without pay shall be considered in light of 30

the circumstances involved and the needs of the Employer.

Section 2. Accruals for vacation and sick leave will not take place while an employee is on an unpaid leave of absence. Unpaid leaves of absence of ninety (90) or more calendar days will cause the employee's continuous service to be adjusted equal to the duration of the unpaid leave beyond ninety (90) calendar days.

Section 3. Types of Unpaid Leave.

A. Family and Medical Leave. The Employer shall comply with the federal Family Medical Leave Act (FMLA) and applicable state laws related to family and medical leave as delineated in the Everett Housing Authority Personnel Policy Manual.

When possible, except in the case of unexpected events such as a premature birth or early adoption placement, requests for family leave should be submitted to an employee's immediate supervisor at least thirty (30) days prior to the date leave is expected to commence.

B. Civil Duty. Any employee who is elected or appointed to a political or legislative position, which is compatible with the employee's Everett Housing Authority employment, may be granted leave without pay to perform his/her civil duty or the employee may utilize accrued vacation leave and/or compensatory time.

C. Military Leave. The Everett Housing Authority and the Union acknowledge their mutual responsibility for compliance with the Uniformed Services Employment and Reemployment Act of 1994 (USERRA), and the laws of the State of Washington regarding Veterans as outlined in the Washington State Military Family Leave Act (MFLA), RCW 38.40.060, and any amendments thereto.

~~Any employee who enters the active service in the armed forces of the United States while employed shall be granted a leave of absence without pay for the period of military service, subject to R.C.W. 38.40.060, which shall determine compensation, if any, during military leave as provided herein.~~

Section 4. Return From Leave of Absence. At the expiration of any authorized leave of absence, per applicable laws, every effort will be made to return the employee to his/her last held position unless other conditions were stipulated in writing by the Employer upon granting the leave or unless otherwise stipulated in this Agreement. If it is not possible to reinstate the employee to his/her last held position, attempts will be made to place the employee in a comparable position. Any employee who fails to return to work within three

(3) working days after the expiration of such leave shall be considered to have voluntarily resigned their employment with the Everett Housing Authority unless the employee, prior to the expiration of such leave, has requested and been granted a leave of absence extension.

ARTICLE 14-DISABILITY LEAVE

Section 1. The Employer and employee shall follow all provisions of the state and federal laws covering disability, including but not limited to Washington State

Labor and Industries laws and regulations, Americans with Disability Act and any other law enacted that impacts disability leave.

An employee must submit a completed Return to Work Authorization form signed by a physician or other appropriate medical practitioner to his/her supervisor and obtain approval before resuming any duties.

Section 2. On-The-Job-injury. Employees who are receiving Labor and Industries disability benefits may receive their accumulated sick leave pay. Employees choosing to receive their regular sick leave pay will sign over their Labor and Industries disability benefit to the Everett Housing Authority. Upon receipt of the Labor and Industries disability pay, the Everett Housing Authority will adjust the sick leave balance used to return those hours covered by the Labor and Industries disability pay on a dollar-for-dollar basis.

Employees who are temporarily disabled and are being compensated through industrial insurance are entitled to continue to participate in the Everett Housing Authority's medical, dental and life insurance programs. Sick leave and vacation shall only accrue, however, for hours actually worked while on Everett Housing Authority pay status. An employee must submit a completed Return to Work Authorization form signed by a physician or appropriate medical practitioner to his/her supervisor and obtain approval before resuming any duties.

Section 3. Non-Industrial Disability Leave. Non-industrial leave is leave resulting from a medical condition not related to work. Employees are required to exhaust all accrued sick leave, accrued compensatory time and vacation leave before applying for or being granted a leave without pay. Employees are responsible for paying medical, dental, life and other appropriate premiums while on disability leave without pay.

ARTICLE 15-CLASSIFICATION, EVALUATION AND WAGE ADMINISTRATION

Section 1. Employees will be classified and paid in accordance with the applicable wages defined in Appendix A to this Agreement.

Section 2. Administration of rates of pay shall be as follows:

- A. Rates of Pay. No employee shall be paid at a rate of pay less than the minimum nor more than the maximum established for his/her job as set forth in the pay plan. All pay rates in the pay plan are based upon full-time employment at the normal working hours for the position. For purposes of pay administration, full-time employment is defined as work consisting of at least thirty-seven and one half (37.5) but no more than forty (40) hours per week.

Section 3. Starting Rate Upon Initial Employment. New employees shall be appointed at the minimum rate of the pay range in effect for the particular classification or positions to which the appointment is made unless the Employer has notified the Union of an intent to appoint the employee at a higher rate. In no event shall the starting rate of pay exceed the maximum rate of the pay range. The EHA

Compensation Committee will follow the procedures described in Appendix B to this agreement when determining whether a new employee will start at a rate of pay which exceeds the minimum of the pay range. Appendix B is entitled "How Years of Service Credited in a Current Position are Determined by the EHA Compensation Committee."

Section 4. Pay Rate Upon Promotion. A promotion is a change to a higher compensated classification. An employee who is promoted shall be paid a rate that is at least 5% higher than the pay rate prior to the promotion.

Section 5. Pay Rate Upon Demotion or Voluntary Reduction. A demotion or reduction is movement to a lower compensated classification. An employee who is demoted shall be paid at a rate within the pay range of the lower classification as determined by the Employer. The Employer shall consider the circumstances surrounding the demotion or voluntary reduction and the employee's skills as they relate to the new position.

Section 6. Pay Rate Upon Demotion from Promotion. An employee who is demoted from trial service following promotion shall receive the same rate of pay in the lower pay range as held before promotion, provided that adjustments shall be made to take into account any increases which would have occurred had the employee not been promoted.

Section 7. Pay Rate Upon Transfer. An employee who transfers from one position to another within the same class, or from a position in one class to a position in a different class that is assigned to the same pay range, shall continue to receive the same rate of pay as before the transfer.

Section 8. Pay Rate Upon Reinstatement or Rehire. A person who is recalled from layoff within one (1) year following separation from Everett Housing Authority employment shall receive the same rate of pay in the pay range as held prior to the break in service.

Section 9. Calculating Hourly Wage. For the purposes of calculating the hourly rate of pay for employees who are paid on the basis of a monthly salary, hourly wages shall be determined by the following formula:

$$\frac{\text{Annual Salary}}{\text{Annual Work Hour}} = \text{Standard Hourly Rate}$$

The above formula is used to calculate the Standard Hourly Rate for determining overtime pay, sick leave payout, and vacation leave payout.

Section 10. Reclassification.

- A. The employee and the local union president shall be notified in writing fifteen (15) working days prior to any reclassification that may result in a change in wages, hours of work or other working conditions. The local union president may present written comments that will be considered by the Employer before implementing such decision. The Union Representative and the Employer shall negotiate any changes

made in classification specifications that impact the wages, hours or other working conditions of bargaining unit employees.

- B. Pay Rate Following Reclassification. An employee occupying a position that is reclassified to another class with the same pay range shall receive the same rate of pay as before the reclassification. Employees whose positions are reclassified to a higher salary range shall receive an increase in pay as provided for in case of promotion. If the position is reclassified to a class with a lower pay range, the employee's rate of pay shall be frozen until such time as the pay rate for the lower classification reaches the same level as the frozen pay rate for the employee. After that time the employee shall be eligible for increases pursuant to the other provisions of this Agreement.

Section 11. Employees and supervisors will review the employee's job classification and job description during the annual performance review, which shall normally occur during the sixty (60) -day period prior to May 1. Any modifications other than minor changes in wording shall be forwarded to the Executive Director for approval. The Union will be notified of any changes to existing job classifications or descriptions, subject to the provisions of Section 10, above.

The employer will update and refine its evaluation tools in order to provide feedback designed to lead to desirable employee performance and workplace behavior.

Employees shall receive annual notice of the evaluation process, which shall include instructions for employee involvement in the process. The annual performance evaluation tools and/or templates will be provided to the union and will be made available to all staff either via email or in a public drive.

Section 12. Job Audits. This section establishes procedures for employees to follow when they believe they are working out of class. No employee will lose employment as a result of requesting a job audit or as a result of the outcome of a job audit.

During the term of the Agreement, employees who believe their jobs are not properly classified as a result of changed or additionally assigned job duties may request a job audit. The request must be submitted in writing on EHA Job Audit Form to their supervisor with a copy to the Human Resource Department. Employee will be responsible for providing specific reasons related to their current job description for the requested audit. Employee will also be responsible for requesting a job audit in a timely manner not to exceed three months of a change in duties as of July 1, 2014.

- A. A supervisor who receives a request for a job audit will complete that within 30 days thereafter. A job audit shall include a review of the current job description and a comparison of job duties to the job description. The criteria evaluation and comparison shall include the following:
Changed duties resulting from additions, expansions, or reductions of responsibilities.
Changed duties resulting from newly obtained qualifications or training.
Changed duties resulting from reassignments which significantly change the position.

- B. The supervisor will provide a written copy of the job audit to the Human Resource Department. That Department shall then review job audit and work with the supervisor to formulate recommendations to the Executive Director whether to approve or disapprove a job reclassification.
- C. Following the completion of the audit process, the requesting employee shall receive a written response with the final determination. A copy of the response shall be filed in the employee's personnel file.
- D. If it is determined that the employee has been working out of class, the employee will be compensated retroactively, for a period not to exceed three months. Job duties will be changed to include duties that fall within the current classification of the employee.
- E. If it is determined that the job as currently classified is no longer a sufficient position within the department, EHA will follow the current "request to fill" process for a new position. All qualified employees shall have the right to apply for the new position. If any employee loses his or her position as a result of this process, he or she will be placed in another position in the agency within his or her current classification and will be given the training needed for that position.

Section 13. Out-of-Class Work. Whenever the Employer requires an employee to assume the normal duties and accept the substantial majority of the significant responsibilities for more than five consecutive work shifts or 37.5 hours of any employee who works in a position in a higher-paid classification within the bargaining unit and whose absence is not anticipated to exceed thirty (30) calendar days, he/she shall be compensated at a rate of pay in the pay range of the higher classification that provides a minimum five-percent (5%) pay increase for all hours worked in the higher classification. Substantial majority of the responsibilities is defined as at least seventy percent (70%) of the distinct and separate essential duties of the higher classification.

If the absence is anticipated to exceed thirty (30) calendar days, the employee shall be compensated for hours worked from the first day of such assignment, provided the other requirements as to duties are met.

If the absence is not anticipated to exceed thirty (30) calendar days and later exceeds that amount, the employee shall be compensated for all hours worked in the higher classification.

Supervisors shall officially notify employees that they are expected to provide out of class work beginning on a specific date. Such date shall be used to calculate the five consecutive work shifts or 37.5 hours. Further, an employee who believes that they are working out of classification must notify their supervisor in writing. The date of the written notice to the supervisor begins the calculation of the five consecutive work shifts or 37.5 hours. The supervisor shall respond to such notification in writing. If approved, the employee will receive the higher compensation following the five consecutive work shifts or 37.5 hours. The supervisor shall also notify the employee how long the out-of-class assignment is anticipated to be in effect.

If a situation occurs in which an employee works five consecutive work shifts or 37.5 hours of out of class work, and then within two months thereafter is asked to work another five consecutive work shifts or 37.5 hours of out of class work, the employee will be paid at the higher rate for both periods of time.

ARTICLE 16 - SENIORITY REDUCTION-IN-FORCE LAYOFF AND RECALL

Section 1. A seniority list shall be adopted by reference to this Agreement. Such seniority list shall be by classification and by program within the bargaining unit. The employee's seniority shall be from the most recent date of hire within the Everett Housing Authority.

Section 2. Layoff Unit: Classification/Program.

If a reduction in force or layoff becomes necessary, the Executive Director shall determine which classification(s) within which program(s) a reduction in force or layoff will occur.

Section 3. Employees shall be laid off in order of their length of continuous service, the one with the least amount of service being laid off first.

Section 4. The Executive Director may layoff out of the order set forth within Section 3, upon presentation of information that the operating needs of the program require a special qualification, training, or skill; provided:

- A. The special qualification, training, or skill could not be easily obtained through a short orientation or familiarization period; and
- B. A more senior employee who possesses the special qualification, training, or skill is not denied a bump to a position occupied by a less senior employee.

Section 5. All temporary and probationary (but not trial service) employees within the layoff unit shall be laid off first.

Section 6. The Employer and the Union shall meet within fifteen (15) calendar days after the Employer has officially determined that there may be or will be layoffs that directly affect the bargaining unit. At this meeting the Employer shall inform the Union of the details of the layoff situation, including the reasons therefore, and the expected duration thereof, if known. The Union, in turn, may submit alternative ideas in lieu of layoff that shall be discussed at this meeting or any subsequent meeting mutually agreed upon for that purpose.

Section 7. Layoff Procedures. The following procedures shall apply, in order, to employees affected by layoff:

- A. If there is a vacant position in a classification with the same salary range or in the next immediately lower-salaried classification and the Employer has determined that the employee subject to layoff is qualified for this position, the Employer will offer the employee that position. If more than one employee subject to lay off from the same classification is determined by the Employer to be qualified for the vacant position, the position will be offered to the employee with the most seniority. If more than one position is vacant in the same salary range

or the next immediately lower-salaried classification, the Employer will determine which of the positions will be offered to the employee or to each of the employees subject to lay off from the affected classification.

An employee may refuse to downgrade. In such cases, the employee's name will be placed on the call-back list according to seniority.

- B. If the Employer has determined that the employee is qualified for the next immediately lower-salaried classification, and if there are no vacant positions in such classifications, or if the Employer has determined that the employee is not qualified for the vacant position, the employee may bump, first horizontally to other positions in this same classification and then to the next-lower salaried classifications; provided:
1. The employee has notified the Executive Director in writing within seven (7) calendar days of receipt of his or her layoff notice of his or her desire to bump.
 2. The employee seeking to bump shall first be considered for the position of the employee with the least seniority in the lower classification. If the Employer does not place the employee in such position, the employee will be considered for the position(s) of the employee(s) with the next least seniority in the lower classification in order of increasing seniority; provided, however, that the employee seeking to bump will be considered only for positions where he or she has more seniority than the employee(s) in the lower classification.
 3. The employee seeking to bump has the skills, abilities or qualifications for the position in the lower-salaried classification, as determined by the Executive Director.

An employee may decline to bump to the next immediate lower-salaried classification provided that such request is made in writing to the Executive Director within seven (7) calendar days of the receipt of his or her layoff notice.

An employee who declines to exercise an option to bump as described in this item shall forfeit further bumping rights and the employee's name shall be placed on the call-back list according to seniority.

- C. Each employee to be laid off shall be given at least thirty (30) calendar days' notice of layoff.

Section 8. Call-Back Rights. All regular employees who have been laid off, downgraded or transferred as a result of a reduction in force shall be entitled to the following call-back rights:

- A. Names of employees who have been laid off or downgraded as a result of a reduction-in-force shall be placed on a call-back list in order of seniority. Names of employees so affected by successive reductions-

- in-force shall be incorporated into one call-back list according to seniority.
- B. Call-back rights for employees laid off or downgraded as a result of a reduction-in-force shall be for a period of twelve (12) calendar months from the date of layoff. Within thirty (30) calendar days prior to the end of the twelve (12) -month period and upon receipt of the employee's written request, the Employer may extend the employee's call-back rights for an additional six (6) -month period. The Employer may also grant deferment of rehiring of an eligible person upon receipt of his or her written request with satisfactory reason therefore.
 - C. Names of employees who have been transferred solely because of reduction in the work force shall be incorporated into the call-back list according to seniority for a period of twelve (12) months from the date of transfer. During this period, such employees shall have the right to return to a position that becomes available in the same classification in the same unit or program from which the employee was transferred if the employee has greater seniority than others do on the call-back list for the same classification. If the employee declines this opportunity to return to his or her former program or unit, the employee's name shall be removed from the call-back list.
 - D. The name of any employee who has suffered a cutback in hours due to a reduction-in-force shall be placed on the call-back list in accordance with seniority and shall have the right to have those hours restored before employees with lesser seniority are recalled from layoff; provided that such cutback in hours qualifies as a layoff as described above.

The name of any employee who has been downgraded and whose name has been placed on the call-back list as described above, according to seniority, shall be restored to a higher classification after a downgrade due to a reduction-in-force.
 - E. When regular employees on the call-back list are reinstated, the order of call-back shall be according to seniority, with the person with the most seniority reinstated first.
 - F. The Union and the employee on the call-back list who is eligible for reinstatement shall be notified of the job available. The Employer will mail a notice by certified mail to the employee at his or her last known address.

ARTICLE 17 - PROBATION PERIODS: TRIAL SERVICE

Section 1. Purpose. Probationary and trial service periods are working test periods and shall be an integral part of the examination process and shall be utilized as an opportunity to observe an employee's work, to train and aid the employee in adjustment to his/her position, and to reject any employee whose work performance fails to meet required work standards.

Section 2. Duration. All new (or initial) employment, promotional, transfer and reinstatement (where required by this contract) appointments of regular employees shall be tentative and

subject to a probationary or trial service period which starts upon the effective date of an appointment.

A probationary period shall be required for all initial appointments to Everett Housing Authority employment and where required by this Agreement, following reinstatement. A probationary period for initial appointments shall be six (6) months in duration.

A trial service period shall be required following a promotion or a transfer and shall be one hundred and twenty (120) days in duration.

Any employee who has performed a temporary or out-of-class assignment in a position and is subsequently appointed, within one year to a regular position in that classification shall have the time served applied to the probationary or trial service period.

In the event an employee is on leave for more than ten (10) consecutive working days during a probationary or trial service period, the completion date may be extended by an amount of time equal to the period of leave.

Probationary employees will not be eligible for promotion while on probationary status.

Management may choose to extend a probation period of any employee for a maximum of an additional three months. Employees and the local union president will be notified of such extension, including the duration of the extension, no later than 2 weeks prior to the original end of their six-month probation.

Section 3. Performance Evaluation During Probationary Period. A performance evaluation process should be completed at the approximate midway point and at the end of the probationary period. This process will be documented, but use of the performance evaluation form that is used for the employee's annual review shall not be required in the midway review. The midway review should include a dialogue between the supervisor and the employee on how job requirements and goals are being met, and guidance for the employee in how to successfully complete the probationary period.

Section 4. Removal During Probationary Period. At any time during the probationary period the Employer may remove an employee. Dismissal during the probationary period is not grievable by the employee.

Section 5. Trial Service Reversion. An employee may be subject to reversion when they are serving as a result of appointment through promotion and are unable to satisfactorily perform the duties of the new position. An employee may also voluntarily request to return to his/her former position. In the case of reversions, every effort will be made to return the employee to their former position or to a position of like status and pay, if available. However, other employees will not be removed to create a vacancy for the employee subject to reversion. If no position is available the employee may be subject to termination of employment.

If no position is available and the employee is terminated from employment, the name of the employee shall be placed on a call-back list in order of seniority. Call-back rights for employees terminated as a result of non-availability of a position for reversion shall be for a period of twelve (12) calendar months from the date of termination. Within thirty (30) calendar days prior to the end of the twelve (12) -month period and upon receipt of the employee's written request, the Employer may extend the employee's call-back rights for an additional six (6) -month period. The Employer may also grant

deferment of rehiring of an eligible person upon receipt of his or her written request with satisfactory reason therefore.

During this period, such employees shall have the right to return to a position that becomes available in the same or similar classification in the same unit or program from which the employee was promoted if the employee has greater seniority than others do on the call-back list for the same classification and meets the minimum qualifications for the position. If the employee declines this opportunity to return to his or her former program or unit, the employee's name shall be removed from the call-back list.

The Union and the employee on the call-back list who is eligible for reinstatement shall be notified of the job available. The Employer will mail a notice by certified mail to the employee at his or her last known address.

ARTICLE 18 - DISCIPLINE AND TERMINATION

Section 1. The Employer retains the right to discipline, suspend or discharge employees, subject to the grievance procedure in this Agreement as to whether or not such action was for just cause.

Section 2. The Employer agrees in principle to progressive discipline. Disciplinary action generally includes the following progressive steps:

- A. Verbal warning, which shall be reduced to writing;
- B. Written reprimand;
- C. Suspension or demotion; and
- D. Discharge.

Coaching and counseling sessions are deemed to be a means of communicating problems to an employee and are not grievable. Disciplinary action will be tailored to the nature and severity of the offense. The steps noted above are considered guidelines. Actual disciplinary action taken will depend on the nature and severity of the offense.

Section 3. Records of verbal and written reprimands shall be removed from the employee's personnel file in the Human Resource Department after a five-year period if no related violations occur.

An employee may request the Employer to remove a documented verbal warning from his/her personnel file after one year, for good cause shown. An employee may request the Employer to remove a written reprimand from his/her personnel file after three years, for good cause shown. The decision of the Employer shall be final and shall not be grievable by the employee.

An employee shall retain the right to include a response to any such records in his/her personnel file, as delineated in state law.

Nothing in this Section, however, shall be interpreted as preventing the Employer and the Union from reaching mutually agreeable timelines for requiring the removal

of such materials, on an individual basis, as a result of a grievance settlement relating to a disciplinary or other related issue.

ARTICLE 19 - LABOR-MANAGEMENT COMMITTEE

The Employer and the Union shall establish a Joint Labor-Management Committee (JLMC), which will meet periodically during the term of this Agreement to discuss matters of mutual concern. The JLMC will meet at the request of either party, but at least twice per year, once in April and once in October. The specific dates will be set by mutual consent. The JLMC shall consist of three representatives from Management and three representatives from the local union. The party calling for the meeting shall forward a copy of the agenda in advance of the meeting. Such meetings shall not be on work time, except by mutual agreement of the parties.

ARTICLE 20 - GRIEVANCE PROCEDURE

Section 1. Grievance Defined. A grievance shall be defined as a dispute or disagreement raised by an employee against the Employer involving the interpretation or application of the specific provisions of the Agreement and any attached Addenda. A grievance shall be processed as set forth below, provided that the limits may be waived or extended by mutual agreement of the parties. For purposes of this Article, working days means Monday through Friday (except holidays).

Section 2. Grievance Procedure.

Step 1. An employee who has a grievance shall submit it to his/her immediate supervisor within ten (10) working days from the occurrence on which the alleged grievance is based, or within ten (10) working days of the date when the employee knew of or should have known of the occurrence, but in no event more than sixty (60) calendar days from the date of the occurrence. The written grievance shall set forth the nature of the grievance, including a description of the issues and the specific facts upon which it is based, the Article(s) allegedly violated, and the relief requested. A grievance meeting shall be held within ten (10) working days of the supervisor's receipt of a properly filed grievance, and the supervisor will submit a written grievance answer within ten (10) working days of the meeting to the employee and the local union president; provided, however, that if the immediate supervisor is a subject of the grievance, the grievance may be filed at step 2 of the grievance procedure.

Step 2. If the grievance was not settled at step 1, it may be advanced to the Department Director or designee within ten (10) working days of receipt of the step 1 answer. A grievance meeting shall be held within ten (10) working days of receipt of the grievance, and a written grievance answer will be given within ten (10) working days of the meeting to the local union president and the Union Staff Representative.

Step 3. If the Grievance was not settled at step 2, it may be advanced to the Executive Director or designee within ten (10) working days of receipt of the step 2 answer. A grievance meeting shall be held within ten (10)

working days of receipt of the grievance, and a written grievance answer will be given within ten (10) working days of the meeting to the local union president and the Union Staff Representative.

Step 4. Arbitration Procedure. If the grievance is not settled in accordance with the foregoing procedure, the Union or Employer may refer the grievance to arbitration within thirty (30) working days after receipt of the Employer's answer to Step 3. If the request for arbitration is not filed by the Union Staff Representative or the Employer within thirty (30) working days, the Union or the Employer waives its right to pursue the grievance through the arbitration procedure. The Employer and the Union shall attempt to select a sole arbitrator by mutual agreement. In the event the parties are unable to agree upon an arbitrator, either party may request the Public Employment Relations Commission or the American Arbitration Association to submit a panel of nine (9) arbitrators. The Employer and Union shall alternately strike names of arbitrators until one arbitrator's name is left who shall be arbitrator. The order of striking names shall be determined by the flip of a coin. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union requesting that he/she set a time and a place subject to the availability of the Employer and Union representatives. The arbitrator shall have no right to amend, modify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall consider and decide only the specific issue submitted to him/her in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not submitted to him/her. The arbitrator shall submit his/her decision in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding.

All jointly incurred fees shall be split evenly by the parties. Each party shall be responsible for compensating its own representatives.

Section 3. Nothing herein shall prevent an employee from seeking assistance of the Union, or the Union from furnishing such assistance at any stage of the grievance procedure.

Section 4. No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place following the effective date of this Agreement.

Section 5. Any grievance filed on behalf of a group of employees or a class action grievance shall be reviewed, approved and submitted by the local union executive board prior to such filing, and shall be signed by the local union president.

Section 6. The grievance procedure noted in Article 20, Section 2 of this Agreement is subject to the following three exceptions:

- A. Grievances filed on behalf of employees who have been terminated shall be filed at Step 3.
- B. Grievances concerning promotions may be processed through Step 3

but shall not be subject for arbitration.

- C. A grievance in the interest of two or more employees in the bargaining unit who are not in the same Department may be filed at Step 3 of the grievance procedure.

Section 7. If the grievance is not submitted to the next step on a timely basis the grievance is considered settled based on the response at the last step. If the Employer fails to respond within the stated timeline, the grievant may proceed to the next step of the process. All timelines may be modified by mutual written agreement of the parties.

ARTICLE 21 - MILEAGE / USE OF PERSONAL AUTOMOBILE

Section 1. Mileage shall be reimbursed to an employee who uses her/his personal automobile for authorized Everett Housing Authority travel at the rate established by the Internal Revenue Service.

Section 2. Parking. Underground parking at the Colby facility shall be offered to employees employed at the Colby facility on a space-available basis, and based upon seniority at the Colby facility, at the rate of fifteen dollars (\$15.00) per month. Space available shall be defined by the Employer who may reserve parking places for management employees, agency vehicles and any other purpose deemed necessary.

ARTICLE 22 - EDUCATIONAL REIMBURSEMENT

Section 1. Employees who work a minimum of 20 hours per week may participate in the housing authority's education assistance and tuition reimbursement program, pre- authorized by the Executive Director.

ARTICLE 23 - INSURANCE AND OTHER BENEFITS

Section 1. During the term of this Agreement, the Employer shall maintain medical and dental insurance plans for all regular full-time employees and their eligible dependents. Full time shall be defined as any employee working more than 30 hours per week as their regularly scheduled work week. Effective March 1, 2017, the employer shall contribute, for all full time benefit eligible employees and their family members, at the rate of 80% employer-paid and 20% employee-paid for medical benefits. Dental insurance will be provided in accordance with the current formula.

Section 2 Renewal of Coverage. Management will consult with the Union as soon as renewal rates and coverages have been received. During such consultation it will be determined if an employee vote will be needed due to the change in coverage or cost. Management will make every effort to secure the best rates and plans available to the Authority and will present all viable options to the Union for their consideration. If a vote is held all benefit EHA eligible employees will be included in the vote.

Section 3. Life and Accidental Death and Dismemberment Insurance. The Employer shall provide Life and Accidental Death and Dismemberment insurance coverage for each regular full-time and regular part-time employee in the amount of their annual salary level, to a maximum of 2,080 hours per calendar year. Coverage shall be extended to an employee's eligible family members to the extent approved by the Everett Housing Authority Board of Commissioners.

Section 4. Unpaid Leave. When an employee is on unpaid leave, she/he may continue to participate in the medical and dental benefit plans, subject to the carrier's policies and the submission of monthly premiums by the employee to the Employer. Employees who are on unpaid leave under the provisions of the Family Medical Leave Act (FMLA) may continue to participate in the medical and dental benefit plans according to the provisions of FMLA. Employees who do not return from FMLA leave and have received medical and dental benefits provided by the Everett Housing Authority must reimburse the employer for all premiums paid on their behalf during their FMLA leave; provided, however, that the reason for not returning is other than the continuation, onset or recurrence of a serious health condition.

Section 5. Part-Time Eligibility. Regular part-time employees who work twenty (20) hours or more per week shall be eligible to receive the same benefits under this Article as regular full-time employees. The Employer shall pay the prorated cost of benefits elected, subject to the provisions of Section 1 of this Article, based on the number of regular hours assigned to the total regular hours of full-time employees.

Section 6. Domestic Partner - Definition. For purposes of this Article, to determine eligibility for dependent coverage, a "domestic partnership" shall exist between two persons when they complete, sign, and cause to be filed with the Everett Housing Authority an "Affidavit of Domestic Partnership", which attests to the following:

- A. The two parties share the same regular and permanent address.
- B. The two parties have a close personal relationship.
- C. The two parties are jointly responsible for "basic living expenses," as defined below.
- D. The two parties are not married to anyone.
- E. The two parties are each eighteen years of age or older.
- F. The two parties are not related by blood closer than would bar marriage in the state of Washington.
- G. The two parties were mentally competent to consent to contract when the domestic partnership began.
- H. The two parties are each other's sole domestic partner and are responsible for each other's common welfare.

"Basic living expenses" means the cost of basic food, shelter, and any other expenses of a domestic partner, which are paid at least in part by a program or benefit for which the partner qualified because of the domestic partnership. The individuals need not contribute equally or jointly to the cost of these expenses as long as they agree that both are responsible for the cost.

Section 7. Workers' Compensation Insurance. The Employer provides workers' compensation insurance coverage for all employees of the Everett Housing through the Washington State Department of Labor & Industries. Employees are responsible to pay, through a payroll deduction, the amount established by the Department of L & I toward the medical aid portion of the premium. This premium rate is subject to change as determined by the Department of L & I.

ARTICLE 24 - COST-OF-LIVING ADJUSTMENTS AND MERIT INCREASES

Section 1.

Effective July 1, 2021, all bargaining unit members will receive, during the first year of this agreement, a minimum of a five percent salary increase, or a salary increase based on the methodology using the compa ratio, whichever is greater.

During the second year of this agreement, from July 1, 2022, to June 30 2023 all bargaining unit members will receive a minimum of a two percent salary increase, or a salary increase based on the methodology using the compa ratio, whichever is greater.

During the third year of this agreement, from July 1, 2023, to June 30 2024 all bargaining unit members will receive a minimum of a 1.5 percent salary increase. The employer will evaluate its financial position in the spring of 2023 and may elect to offer a salary based on the compa ratio if that methodology is greater than the 1.5% increase, and if the employer believes the agency's budget can sustain additional costs created by the application of the compa ratio methodology for year three salaries. Effective July 1, 2017, the wage rates of all bargaining unit members and classifications shall be increased by two and one half (2.5%). (See Appendix A)

Section 2.- Financial Incentives Program. Bargaining members will participate in the EHA Financial Incentives Program from December 1, 2021, through December 31, 2022, as applicable to union represented staff. The EHA Financial Incentives Program plan is Appendix C to this agreement.

~~The parties to this Agreement recognize that most of the bargaining unit members work in positions that are dependent on annual appropriations for federally funded housing programs. Making commitments on wage adjustments for years 2 and 3 of the contract in an uncertain federal funding environment may not be in the best interest of EHA or its employees. It is EHA's desire to provide for increases every year of the contract, if appropriate given EHA's then-current financial position. Therefore, for the years starting July 1, 2018, and July 1, 2019, EHA will analyze its financial position and will base any increases on that position. EHA will share with the Union the proposals for wage and salary increases that EHA intends to recommend to the Board of Commissioners.~~

~~if EHA is unable to provide wage increases in years 2 and 3 of this contract. EHA will recommend to the Board of Commissioners that each member covered under this contract be credited with two (2) additional floating holidays. These floating holiday shall be used in the fiscal year earned and shall be non-cumulative and~~

~~non-compensable upon termination and must be used by June 15 of the fiscal year in which it is accrued. Such holiday is to be taken only in full day increments. New employees shall be eligible for floating holidays only upon completion of six months of continuous employment. Additional floating holidays shall not be extended beyond the term of this Agreement, unless included in a successor agreement.~~

Section 3. Merit Increases. Merit increases up to a level approved by the Board of Commissioners may be awarded in each year of this Agreement, based upon an employee's annual performance review, the recommendation of the employee's supervisor; and the approval of the Executive Director.

The Executive Director shall establish the appropriate guidelines to be used by supervisors in administering merit increases, which guidelines shall be communicated to the employees.

Additional annual merit increases shall not be extended beyond the term of this Agreement, unless included in a successor agreement.

ARTICLE 25 - ENTIRE AGREEMENT

Section 1. The parties acknowledge that during the negotiations which resulted in the Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The parties agree that no oral or written statement shall add to or supersede any of the provisions of this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 26 - SAVING CLAUSE

Section 1. If any article or section of this contract shall be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this contract shall continue in full force and effect, and either party shall have the right of re-negotiations for the purpose of adequate replacement, provided that the invalidation of such article or section does not have a significant bearing on any other article or section of the Agreement.

ARTICLE 27 - SUPREMACY AND EXTRA AGREEMENTS

Section 1. The Employer agrees not to enter into any agreement or contract with his employees in the Employer's Office, individually or collectively, which is inconsistent

with the terms of this Agreement and not approved by the Union.

Section 2. In the event of conflict, the Agreement shall control over Everett Housing Authority resolution, policy or rule.

ARTICLE 28 - DURATION

Section 1. Unless otherwise stated, all provisions of the Agreement shall become effective on July 1, 2017. It shall remain in force for a period of time through June 30, 2020.

IN WITNESS WHEREOF, the parties hereto have set their hand this _____ Day of _____, ~~2017~~2021.

FOR THE UNION:

FOR THE EMPLOYER:

~~Samantha Leivo~~ President Local 113-E

Ashley Lommers-Johnson
Executive Director Everett Housing
authority

Michael Rainey
Staff Representative WSCCCE-AFSCME

AFSCME SALARY SCHEDULE 2017-2018

CATEGORY	POSITION TITLE	EHRANGE- LOW — HIGH
88	VOUCHER PROGRAM SPECIALIST	3,917 — 5,043
8	SENIOR ACCOUNTING TECHNICIAN CERTIFICATION SPECIALIST III- MANAGEMENT ANALYST	3,770 — 4,910
9	CERTIFICATION SPECIALIST II- HOUSING MANAGEMENT SPECIALIST INVENTORY CONTROL/PURCHASING COORD- FAMILY SERVICE COORDINATOR RESIDENT SVCS COORDINATOR FSS PROJECT COORDINATOR HOPE OPTIONS SERVICE COORDINATOR-HIS RELOCATION COORDINATOR	3,501 — 4,439
10	ACCOUNTING TECHNICIAN — ACCOUNTS PAYABLE TECHNICIAN HOUSING INSPECTOR- CERTIFICATION SPECIALIST I	3,143 — 4,100
11	ACCOUNTING CLERK INFORMATION AND REFERRAL CLERK HOUSING ASSISTANT SERVICE COORDINATOR — R/U — PT RELOCATION ASSISTANT- PURCHASING ASSISTANT	2,989 — 3,813
12	GENERAL CLERK-BP- GENERAL CLERK- GENERALCLERK-HCV	2,575 — 3,250
14	FAMILY SERVICES ASSISTANT - PT	2,288 — 2,870

AFSCME SALARY SCHEDULE
July 1, 2021 through June 30, 2024

<u>GRADE</u>	<u>POSITION TITLE</u>	<u>EHA RANGE</u>		
		<u>LOW</u>	<u>MID</u>	<u>HIGH</u>
-	-	-	-	-
180A	HOUSING DEVELOPMENT ASSOCIATE	\$48,358	\$58,030	\$67,702
-	RELOCATION SUPERVISOR	-	-	-
-	VOUCHER PROGRAM SPECIALIST	-	-	-
-	HOUSING LOCATOR	-	-	-
-	-	-	-	-
170A	CERTIFICATION SPECIALIST III	\$45,240	\$53,980	\$63,336
-	CERTIFICATION SPECIALIST III - ELIGIBILITY	-	-	-
-	HOUSING MANAGEMENT SPECIALIST III	-	-	-
-	SENIOR ACCOUNTING TECHNICIAN	-	-	-
-	FSS COORDINATOR	-	-	-
-	-	-	-	-
160A	CERTIFICATION SPECIALIST II	\$42,012	\$50,210	\$58,817
-	CERTIFICATION SPECIALIST II - ELIGIBILITY	-	-	-
-	FAMILY SERVICE COORDINATOR	-	-	-
-	HOPE OPTIONS SVS COORD HIS	-	-	-
-	HOUSING MANAGEMENT SPECIALIST II	-	-	-
-	INVENTORY CONTROL PUR. COORDINATOR	-	-	-
-	RESIDENT SERVICES COORDINATOR	-	-	-
-	VENDOR LIASION	-	-	-
-	-	-	-	-
150A	ACCOUNTING TECHNICIAN	\$38,925	\$46,710	\$54,495
-	ACCOUNTS PAYABLE TECHNICIAN	-	-	-
-	CERTIFICATION SPECIALIST I	-	-	-
-	HOUSING INSPECTOR	-	-	-
-	HOUSING MANAGEMENT SPECIALIST I	-	-	-
-	-	-	-	-
140A	HOUSING SUPPORT SPECIALIST	\$36,225	\$43,470	\$50,715
-	INFORMATION & REFERRAL CLERK	-	-	-
-	OFFICE CLERK	-	-	-
-	PURCHASING ASSISTANT	-	-	-
-	RELOCATION ASSISTANT	-	-	-
-	-	-	-	-
120A	GENERAL CLERK	\$31,368	\$37,642	\$43,916
-	-	-	-	-
-	-	-	-	-

Appendix B
Medical Dental Insurance Premiums
Effective 03/01/17

	Employer Paid	Employee Paid
	(Effective 3/01/17)	(Effective 03/01/17)
<u>Medical</u>		
Employee	\$ 522.92	\$ 130.73
Employee & spouse	1,138.87	284.72
Employee, spouse & children	1,579.58	394.89
Employee & children	963.65	240.91
<u>Dental</u>		
Employee	\$ 39.18	
Employee & spouse	78.09	
Employee, spouse & children	131.73	
Employee & children	92.83	

Appendix B

How Years of Service Credited in a Current Position are Determined by the EHA Compensation Committee

The purpose of this document is to explain how the EHA Compensation Committee determines the number of years and months of service credited for each employee listed in the EHA salary offer presented to AFSCME during CBA mediation on September 30, 2021. This methodology to determine years and months is applicable to any future salary offers made by Management to AFSCME during the 2021 CBA mediation process. The EHA Compensation Committee is comprised of the EHA Executive Director, Finance Director and the Director of Human Resources and Administrative Services. The Deputy Executive Director/Director of Housing Operations will serve on the Committee if the position under consideration is in the Finance or Human Resources Department. No director will serve on the Committee to make a decision in relation to a position under his/her direct or indirect supervision. The decision of the Committee is final.

Background Information

The number of years and months of service credited in a current position for each employee is very important because the number of years and months of service determines the compa ratio. The compa ratio multiplied by the midpoint of the range that the employee is in determines salary. For example, if an AFSCME represented staff member has 5.2 years of service credited in their position, that means their compa ratio is 0.9777. If the staff member's position is in the salary range of 160A, for example, their salary is calculated by multiplying 0.9777 by the mid-point of the 160T range which is \$50,210. This means the staff member's salary would equal \$49,090.31 (0.9777 X \$50,210).

It is very important to note that years and months of service credited in a current position only pertain to the amount of time a staff member is credited for being in their current position and should not be confused with how long someone has been working for EHA. For example, a staff member represented by AFSCME may have been working with EHA for 15 years, but they have only been in their current position for 4.7 years. This means their compa ratio will be 0.9638 which is the corresponding ratio for 4.7 years. (All compa ratio numbers are found in the compa ratio worksheet chart presented to AFSCME in the salary offer workbook, dated September 23, 2021.)

Methodology, including Exceptions, of Determining Years and Months Credited in a Current Position

Most, but not all staff, will start at the minimum point of the salary range for a position and their compa ratio each year will correspond to the number of years and months they have been in a position since they started in a position. For example, if a staff member is a Housing Management Specialist II and the staff member started in January 2020, the Compensation Committee will credit them with 1.5 years of service in their current position for the July 1, 2021 salary determination. Since the HSM II position is in the 160A salary category with a mid-point of \$50,210 and the compa ratio for 1.5 years of service is 0.8497, their salary would be 0.8497 X \$50,210.

There are a few situations when a staff member's years and months of service in a current position are calculated differently than the methodology just described, and are as follows:

Lateral Transfers at EHA

If a staff member is transferred to another job in the same salary range, then they are credited for their years and months of service in the position from which they have been transferred. For example, if a staff member who is a Housing Management Specialist II transfers to the HCV Department and becomes a Certification Specialist II, their years and months of service credit as an HMS II applies to their years and months of service credited to when they started as a CS II. Both the HMS II and the CS II are in the 160A salary range. For example, if the Compensation Committee is determining new salaries starting in July 2021, and there is a staff member who started in January 2021 as a CS II but had been an HMS II at EHA for three years prior to starting as an HMS II, the Compensation Committee would credit them with three years, six months of service in their current position.

Promotions at EHA

If a staff member is promoted from one AFSCME salary range for a given position to a new position in a higher salary range and the staff member, for example, receives a five percent increase at the time of the promotion, the Compensation Committee will increase their years and months of service in the new position to ensure the 5% increase in salary is not lost over time. For example, if the value of the 5% is the equivalent to an additional year of

service in the position, then the Compensation Committee would give the staff member an additional year of service credit in their new position at the time of promotion.

New Hires: Years of Service Credited for Prior EHA Work Experience and/or New Hire's Exceptional Job-Related Assets

At the time of hire, a candidate may ask the Compensation Committee to review their work history to determine if additional years of service credit might be recognized so the candidate might start at a higher salary than the minimum of the salary range. In these cases, the Compensation Committee reviews the applicant's resume and application materials and determines if they will credit the candidate with a certain number of service years of experience for any substantially similar previous positions. For credit to be granted, the positions held before EHA must have had substantially the same responsibilities and functions as the position the candidate is being hire into at EHA. For example, a candidate who has been offered at CS II position has served in an equivalent CS II position in another housing authority for three years. In this case, the Compensation Committee would recognize those three years of experience and the starting salary would be the compa ratio for three years multiplied by the mid-point of the salary range for a CS II position.

The Compensation Committee may also recognize additional years of service at the time of hire for particularly relevant job-related assets that would indicate the candidate may be more successful in their job. For example, if a Resident Service Coordinator candidate comes to EHA with a master's in social work degree, the Compensation Committee might grant additional service credit for this graduate level educational degree.

As a general rule, the Compensation Committee will only grant years of services credited in a position for work prior experience and/or job-related assets up to the compa ratio for the mid-point of any salary range. The mid-point salary of any range equates to the compa ratio for six years of service credit. This means staff, as a general rule, do not start at a salary above the mid-point of the range.

Existing Staff: Years of Service Credited for Prior EHA Work Experience

Current EHA staff may ask the Compensation Committee to review their past work experience prior to EHA to determine if the Compensation Committee would grant the employee additional years of service credit because the employee previously held a position(s) that had substantially the same responsibilities and functions as the EHA position the staff member currently holds. In these cases, the Compensation Committee reviews the staff member's resume and may ask specific questions about prior work experience to determine if the staff member has had the same responsibilities and functions in a prior non-EHA position and merits recognition for additional years of service credit which would result in a higher compa ratio number.

Appendix C.

EHA Financial Incentives Program

Objectives of Proposed Plan:

- 1.) Expansion of EHA Wellness Program to include a financial incentive payment for COVID-19 vaccinations
- 2.) Increase staff retention through quarterly incentive payments to staff working at EHA
- 3.) Hire diverse candidates for vacant EHA positions with the support of financial incentive payments to current EHA Staff who recruit job candidates who are hired and successfully remain employed at EHA
- 4.) Hire diverse external candidates with assistance of financial incentive payment at the time of hire and upon completion of the probationary period
- 5.) Existing, experienced EHA staff apply for and fill higher level vacant EHA positions due to an additional financial incentive.

Target Group for Plan: All EHA Staff.

Time Period for Plan Implementation: December 1, 2021, through December 31, 2022. Plan time period may be expanded into the first six months of 2023.

Goals of Proposed Plan

This proposed program will support the three major goals EHA has had throughout the pandemic:

- Keep residents safe
- Keep staff safe
- Maintain our operations to the maximum extent possible.

The proposed program will honor the following EHA values:

- Service – recognizing that EHA needs a consistent, well qualified employee team if we are going to serve our current clients and the larger community.
- Integrity – valuing staff who are proud to work at EHA and who do their jobs well
- Respect - for the health and well-being of others.
- Community – recognizing that the community benefits of being vaccinated are more important than an any individual’s right to choose not to be vaccinated. Serving our community with a healthy and diverse workforce.
- Leadership – EHA serving as a leader in our community by modelling healthy behaviors.
- Wisdom, - recognizing the wisdom of science and public health officials.
- Creativity - meeting the above objectives and measurements of success through a new, creative far-reaching incentive program.

Target Measurements of Success

- 1.) 100% of EHA staff either become fully vaccinated for COVID-19 (as defined by the CDC) by the deadline for vaccinations under the COVID-19 federal vaccine mandate as implemented in Washington State, or are granted an exemption and a reasonable accommodation where allowed.
- 2.) 95% staff retention in 2022, exclusive of retirements or staff who leave due to federal vaccine mandate.
- 3.) 30% of job candidates hired in 2022 are based on EHA staff referrals and the diversity of EHA's staff more closely reflects the diversity of the communities we serve.
- 4.) 100% of vacant non-exempt positions in 2022 are filled and 80% or more of candidates hired successfully complete probation.
- 5.) 30% of non-exempt job vacancies in 2020 are filled with existing EHA staff who are promoted into these positions through the traditional competitive hiring process.

Plan Implementation Details by Objective

1.) Expansion of EHA Wellness Program to include a financial incentive payment for COVID-19 vaccinations for all EHA staff

Implementation: Under the umbrella of the EHA Wellness Program, all EHA staff will be eligible to receive one \$500 payment for becoming fully vaccinated as defined by the CDC. Staff must submit a copy of their vaccination card to EHA Human Resources to receive the payment.

Budget: $\$500 \times 110 \text{ staff} = \$55,000$

2.) Increase staff retention through quarterly incentive payments for staff working at EHA

Implementation: \$400 quarterly retention payments for each quarter from December 1, 2021, through November 30, 2022. Payments are in addition to salaries and will be given at the end of each quarter for staff who are employed at EHA for the full quarter. This means quarterly payments will be made with the March 5, 2022, June 5, 2022, September 5, 2022, and December 5, 2022 paychecks. Senior staff will not be eligible for these payments.

Budget: $\$400 \times 4 \text{ quarters} \times 97 \text{ staff (95\%)} = \$155,200$

3.) Hire diverse candidates for vacant EHA positions with the support of financial incentive payments to current EHA staff who recruit job candidates who are hired and successfully remain employed at EHA

Implementation: Two \$500 payments to EHA staff who recruit external candidates for a non-exempt or exempt position (not Senior Staff positions). One payment will be given to staff who recruit an external candidate if the candidate is hired in 2022, and a second payment will be given to the staff when the candidate passes probation. Referring staff are not allowed to serve on interview panels or make hiring decisions in order to avoid potential conflict of interest. Incentive payments are applicable for any external candidate who is recruited and hired, regardless of candidate's ethnic or racial background. Senior staff are not eligible for these payments.

Budget: $\$1,000 \times \text{five referrals for external candidates hired in 2022, for an estimated 15 non-}$

exempt/exempt (not Senior Staff) position vacancies in 2022 = \$5,000

4.) Hire diverse external candidates with assistance of financial incentive payment at the time of hire and upon completion of the probationary period

Implementation: One \$1,000 payment to external candidates hired at EHA for any vacant position. The payment will be made at time of hire. Senior staff hires are not eligible for this payment. Incentive payments are applicable to any external candidates hired at EHA, regardless of candidate’s ethnic or racial background. New staff who received this payment will not be eligible for the quarterly retention payments until after they have passed their probationary period. Such staff will refund EHA half of the incentive if they voluntarily leave EHA employment prior to their first-year anniversary.

Budget: \$1,000 X 15 non-exempt/exempt positions filled by external candidates = \$15,000

5.) Existing, experienced EHA staff apply for and fill higher level vacant EHA positions due to an additional financial incentive.

Implementation: Staff who have worked at EHA for at least one year will receive either the minimum of the salary range for a position or a ten percent increase in salary, whichever is higher, if a staff member is promoted into a higher level non-exempt EHA position. Promotions must occur through the normal competitive hiring process. For example, if a Housing Management Specialist (HMS) I applies for and is hired for a HMS II, position, their starting salary would be 10% more than their current salary as an HMS 1, unless the minimum amount of the HMS II range is higher. The same increase would be given, for example, to a Maintenance Laborer who is hired for a Maintenance Specialist position.

This starting salary incentive will be in effect for all promotions for non-exempt positions during 2022, after which time the salary increase would be the traditional five percent increase over one’s current salary unless the minimum of the salary range of the new position is higher.

Budget: Estimate – average raise is 10% higher than an average salary of \$50,000 X five promotions and subtract out for budgeting purposes five percent which staff would get under normal promotion hire salary.

Total Program Budget by Objective

<u>Objective</u>	<u>Amount</u>
<u>One</u>	<u>\$ 55,000</u>
<u>Two</u>	<u>\$155,200</u>
<u>Three</u>	<u>\$ 5,000</u>
<u>Four</u>	<u>\$ 15,000</u>
<u>Five</u>	<u>\$ 12,500</u>
<u>GRAND TOTAL</u>	<u>≥\$242,700</u>