

# **AGREEMENT**

By and Between

The Housing Authority of  
The City of Seattle

**ORIGINAL**

And

**Teamsters Local Union No. 117**

Affiliated with the  
International Brotherhood of Teamsters



Term of Agreement

January 1, 2020 – December 31, 2022



# TEAMSTERS LOCAL UNION 117

*Affiliated with the International Brotherhood of Teamsters*

General Public and Private Sector Employees and Special Services Employees in King and Pierce Counties and Employees of the State of Washington

## **NOTICE TO ALL MEMBERS**

If you become unemployed, or are off due to an on the-job injury, in the jurisdiction of the Local Union, you will be put on a withdrawal status on request providing all dues and other financial obligations are paid to the Local Union, including the dues for the month in which the withdrawal status is effective.

If you are on a dues check-off with your company and leave for any reason and dues are not deducted, it is your obligation and responsibility to keep your dues current or request a withdrawal.

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## **AGREEMENT**

**WHEREAS**, the Agreement made and entered into as of January 1, 2020 by and between the Housing Authority of The City of Seattle, hereinafter called the "Authority," "Employer," or "SHA," and the Teamsters Local Union No. 117, hereinafter called the "Union".

### **WITNESSETH:**

The parties, hereto for the purpose of fostering the mutual interests of both the Authority and the Teamsters Local Union No. 117, hereby agree to and adopt the following rules to govern rates of pay, work on property or projects owned and managed by the Authority.

### **ARTICLE 1 – RECOGNITION**

- 1.01** The Authority recognizes Teamsters Local Union No. 117 as the exclusive bargaining agent of the employees defined in Section 1.02 with respect to rates of pay, hours, and conditions of employment, and for the adjusting of complaints and grievances.
- 1.02** For purposes of this Agreement, the term "employee" when not more specifically modified, shall be any person employed as a Property Assistants. Elected officials, officials appointed for fixed terms, confidential employees, salaried exempt employees, maintenance employees and administrative employees are expressly excluded and acknowledged to be outside the bargaining unit.

The uniform job classification will be used for existing, as well as any new hires into the job classification.

### **ARTICLE 2 – MANAGEMENT RIGHTS**

The Board of Commissioners and its agents are legally responsible for the management of the Seattle Housing Authority. Reserved to the Housing Authority, therefore, is the exclusive authority to manage, determine, and operate its projects and employees, and to regulate the general working conditions in relation to the efficiency of the operations subject to this Agreement. Except as specifically and expressly covered and controlled by the language of this contract, or Federal or State laws and/or regulations, all matters relating to projects, facilities, budgets, and personnel shall be determined and administered by the Housing Authority through such policies, procedures, and practices as it may select. This statement of the Seattle Housing Authority's authority shall be deemed the equivalent of a detailed enumeration of all respects in which such authority may properly be exercised. The Employer's non-exercise of any right, prerogative or function will not be deemed a waiver of such right.

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### **ARTICLE 3 – EQUAL EMPLOYMENT OPPORTUNITY AND DIVERSITY**

The Authority and the Union agree to maintain the present program of Equal Employment Opportunity and Diversity for all employees and applicants regardless of race, sex, creed, religion, national origin, age, sexual orientation, gender identity, marital status, veteran status, or the presence of a sensory or physical or mental disability (not constituting a bona fide occupational qualification). The Authority and Union reaffirm that they do, and will continue to comply with Executive Order 11246 as amended by Executive Order 11375 and the Authority's Equal Employment/Diversity policy and programs.

### **ARTICLE 4 – METHOD OF EMPLOYMENT AND MAINTENANCE OF MEMBERSHIP**

**4.01** The Union recognizes that the ability of the Housing Authority to provide employment for their members depends in significant part on the Housing Authority's image as a public agency deserving of support, and agrees to cooperate with the Housing Authority and assist its efforts to assure a fair day's work on the part of each of their members, and to improve productivity, eliminate waste, conserve materials and supplies, improve the quality of performance, and strengthen good will among the Housing Authority, its employees, the residents of housing units operated by the Housing Authority, and the general public.

**4.02** The Authority shall, after the tenth (10th) day of each month, transmit to the Union, a listing of employees who are subject to this Agreement. The roster shall contain the following information: Full name as it appears for Internal Revenue/Social Security purposes, duty status, job title, hourly pay, pay start date, and termination date if applicable

**4.03 New Hires and Rehires:** The Authority will provide written notification to the Union of new hires and rehires in bargaining unit positions within five (5) working days of hire. This notice will include:

1. First and last name
2. Work email address
3. Job title
4. Department
5. Start Date
6. Status (regular or project)
7. Primary work site
8. Work Phone (if available)

Home Addresses will be provided to the union upon request.

**4.04 New Employee Orientation:** The Authority will schedule monthly meetings for New Employee Orientation (unless there are no new employees), and will provide the Union the opportunity to meet new employees assigned to bargaining unit positions. The Authority will provide a list of such new employees who will be attending the monthly meeting not less than five (5) working days prior to the orientation meeting, or as soon as practicable. The Authority will permit thirty (30) minutes of release time either following New Employee Orientation or at another time upon reasonable notice, for the union to meet with new employees who are assigned to bargaining unit positions. These meetings are not mandatory.

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- 4.05 Union Membership:** Employees hired into the bargaining unit may voluntarily join the Union, including the payment of Union dues/fees in accordance with Section 4.07 below. The Authority agrees to remain neutral regarding Union membership. Should employees have particular questions about Union membership, the Authority will refer those employees to this Agreement and to a Union representative.
- 4.06 Union Insignia:** Employees who are members of the Union in good standing shall be permitted to wear the standard type of Union insignia prescribed by their Local Union. The wearing of such insignia by a Union member shall not be cause for discipline.
- 4.07 Dues or Fees/ Payroll Deduction:** The Authority shall deduct union dues or fees for all employees who individually and voluntarily authorize and affirmatively consent, in writing, for such payroll deduction of dues or fees from each month's paycheck. Written authorization for dues/fees deductions shall be provided to the Employee by the Union, and promptly forwarded to the Authority. The Union shall designate the amount to be deducted. Such amount shall be remitted promptly to the Union. Employees requesting to stop dues/fees deductions shall provide written notification to both the Authority and the Union, with the Authority stopping deductions following written confirmation from the Union that the employee's dues/fees authorization has been terminated in compliance with the terms of the written authorization executed by the employee.

The Authority will deduct the assessments and monthly dues the first payday in the month. When an employee quits, is discharged, or is laid off, any of the foregoing amounts due will be deducted from the last pay payable.

- 4.08 Hold Harmless:** The Union shall indemnify, defend, and hold the Authority harmless from any and all liability arising as a result of administration of the membership and payroll deduction provisions in this Article, including the reimbursement for any legal fees or expenses incurred in connection with any claim, lawsuit, order, judgment, or other form of liability asserted against the Authority in connection with this Article.

## **ARTICLE 5 – EMPLOYMENT PRACTICES**

- 5.01** The Authority retains the right to make Americans with Disabilities Act (ADA) accommodations in filling vacancies with SHA employees whose disabilities can no longer be accommodated in their current jobs. The Authority also retains the right to make lateral reassignment offers (e.g., extending an offer to an employee already holding a Property Assistant position to fill a Property Assistant vacancy, etc.) prior to announcing a vacancy in an existing, or new position. In the event of an emergent situation, the Authority may transfer an employee to another assignment based on business need with seniority being considered in the decision.
- 5.02** Vacancies shall be filled by using the Property Assistant classification, and the corresponding rates identified in Article 8 (Wages). As a federal contractor, SHA is obliged to make reasonable efforts to provide employment, training and economic opportunities to Section 3 residents. Accordingly, the Authority reserves the right to recruit and hire residents for appropriate job vacancies, whether regular or temporary.

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- 5.03** All vacancies in the bargaining unit that become open, or any new positions created in the bargaining unit shall be posted electronically at the Central Office and all SHA Field Offices to all current bargaining unit employees covered by this Agreement. The posting shall include job title, pay rate, and a statement of the minimum qualifications. The Shop Stewards shall receive the electronic copy of all postings. The position may be posted and advertised to outside sources, or other internal sources simultaneously.

All bargaining unit members who (1) have passed probationary and (2) wish to transfer to an open position must submit an application for a transfer no later than the closing date set out on the posted notice of a job vacancy. Current bargaining unit members who express interest in a transfer to a vacant position will be considered before external candidates are interviewed. The Authority shall offer the position to the transferee or applicant who has the strongest combination of qualifications, experience, skills, and abilities for the posted position. At the conclusion of the hiring process, if a bargaining unit employee is one (1) of the two (2) highest ranked internal applicants, and the Authority determines he/she has substantially equal job performance, qualifications, experience, skills, and abilities for the position, the most senior bargaining unit employee shall be offered the position. If the Authority determines a bargaining unit member, and an external candidate have substantially equal qualifications, experience, skills, and abilities for the position, the bargaining unit employee shall be offered the position.

All vacancies outside of the bargaining unit, including temporary vacancies, shall be posted electronically. After the procedures required under any other collective bargaining agreement have been satisfied, any bargaining unit member covered by this Agreement who meets the minimum qualifications for the posted position shall be granted an interview.

All grievances with regard to this Section shall be submitted to Step 2 of the settlement of disputes procedure in Article 19 of this Agreement.

## **ARTICLE 6 – INTRODUCTORY, TEMPORARY, LEAD STATUS**

- 6.01 Introductory Status:** All new employees covered by this Agreement shall be on Introductory Status during the first six (6) months from the date of hire, or rehire. The introductory period may be extended for good cause, e.g., absence due to injury, light duty, work performance concerns with the agreement of the Union. Agreement shall not be unreasonably withheld. Upon satisfactory completion of the introductory period, the employee will become, and will be classified as a regular employee. A newly hired, or re-hired employee on Introductory Status may be terminated at-will, and may not protest such termination under the grievance procedure.
- 6.02 Temporary Status:** A temporary employee is a non-regular full-time or part-time employee retained for a period of time not to exceed one hundred eighty (180) calendar days, on an isolated, sporadic or intermittent basis due to absence, organizational or other emergent business needs. Such employees shall not be covered by any provisions of this Agreement. Temporary Employees will not earn seniority credits for their tenure; however, if the Temporary Employee completes a one hundred eighty (180) calendar day term of service, and is selected to fill a Regular position within sixty (60) days of separating from the Temporary assignment: (1) he/she will receive seniority credits for the time served as a Temporary Employee, and (2) will serve the six (6) month introductory period after appointment to a regular position. Temporary

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employees are not eligible for rehire as a temporary employee for a minimum of one hundred eighty (180) days. SHA will not employ more than five (5) temporary employees at any one time. A temporary employee may apply for any open position during his/her term of temporary service.

- 6.03 Lead Employee:** A Lead Employee may be appointed by SHA. The Lead position will exist for the duration of the project and/or business need, whereupon the selected employee shall return to his/her previously held position at their previous rate of pay plus any applicable contractual increases.

A Lead employee performs extra non-supervisory administrative tasks that include monitoring workflow, preparing reports, meeting with customers, prioritizing activities of other employees, and assisting with scheduling. Leads are not authorized to perform supervisory duties such as hiring, firing, disciplining, promoting, demoting, evaluating or approving leave requests.

## **ARTICLE 7 – PERFORMANCE EVALUATIONS**

- 7.01** Performance evaluations will be completed for each employee subject to this Agreement on an annual basis. The evaluation period is defined as November 1 through October 31 of the following year(s). Evaluations are due on or before November 15 of each year. Introductory Status employees will be evaluated at three (3) and six (6) month intervals for the first six (6) months of employment in the new position and annually thereafter.

Supervisors will meet with employees at least one time before June 30 in the calendar year to provide feedback and guidance to employees. Supervisors are responsible for documenting that these meetings occurred.

Evaluations will be prepared and recorded in an approved electronic evaluation format. Evaluations will be reviewed by the direct supervisor and Senior Property Manager before they are presented to the employee. The Director of Housing Operations and Property Management Administrator ("PMA") will review and sign the evaluation after the employee and supervisor meet, as final steps. The Director has discretion to revise an evaluation and/or change a rating before signing, even if this occurs after the employee's review, provided the employee is given an opportunity to review and acknowledge any changes before the evaluation is placed in the employee's file.

- 7.02** Merit leave will be awarded to employees hired on or before April 1 of the evaluation year according to the following schedule:

| Hours of <b>Paid Merit Leave</b> | Total PE Score | Average Score |
|----------------------------------|----------------|---------------|
| 8                                | 21             | 3.0           |
| 16                               | 22             | 3.14          |
| 24                               | 24             | 3.43          |
| 32                               | 26             | 3.71          |
| 40                               | 29             | 4.14          |

Merit leave must be used within twelve (12) rolling months from the time it is awarded.



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- 7.03** Evaluation scores of 19 or 20 will be subject to the grievance procedure.
- 7.04** SHA commits that evaluations will be delivered to employees no later than November 15. Supervisors are responsible for recording the date that a completed evaluation was delivered to the employee.

## **ARTICLE 8 – WAGES**

- 8.01** For Fiscal Year 2020, beginning on the first day of payroll year 2020, Property Assistants will receive a percentage pay increase of two percent (2%) to be added to the 2019 base wage.
- 8.02** For Fiscal Year 2021, beginning on the first day of payroll year 2021, employees will receive a percentage pay increase equal to one hundred percent (100%) of the Seattle Tacoma-Bremerton Area Consumer Price Index (W) increase from October 2019 through October 2020, with a minimum of one and one half percent (1.5%) and a maximum of three and three-quarters percent (3.75%).
- 8.03** For Fiscal Year 2022, beginning on the first day of payroll year 2022, employees will receive a percentage pay increase equal one hundred percent (100%) of the Seattle-Tacoma Bremerton Area Consumer Price Index (W) increase from October 2020 through October 2021, with a minimum of one and one half percent (1.5%) and a maximum of three and three-quarters percent (3.75%).
- 8.04. Lead/Training Premium.** Any member that is assigned lead or training responsibilities by their supervisor or manager shall receive an additional one dollar and fifty cents (\$1.50) per hour above the regular pay rate for the duration of the lead or training assignment. Assignments under this paragraph must be in increments of at least two (2) hours. For training assignments, the Employer shall provide all necessary training materials, and a written list of training items or objectives that will be included in the training session(s).

## **ARTICLE 9 – WORK WEEK, WORK HOURS, OVERTIME, & MILEAGE**

- 9.01** All compensated time as defined in Section 9.09, claimed by the employee in excess of forty (40) hours per workweek (Friday through Thursday) shall be considered hours worked in determination of an employee's eligibility for overtime. Overtime shall be paid at the rate of one and one-half (1-1/2) times the employee's wage per hour. All overtime must be authorized in advance by the employee's supervisor, except for emergencies or instances where prior approval is not feasible. Employees who work unapproved overtime will be paid for their work but may be subject to discipline if they fail to reasonably obtain approval for the overtime work.
- 9.02** The supervising Property Manager shall establish his/her employee's work schedule based on the employee's position and the individual needs of both the employee and the building or buildings assigned. Start times shall be within the core hours shown below.

Employees are expected to be at their work stations ready to work when their shift begins and to work a full shift. If an employee is unable to arrive at work at the usual starting time or must

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leave early due to unforeseen and unpredicted occurrences outside the employee's control, the employee may work additional hours within the same workweek (provided the supervisor agrees there is a valid business reason to perform the work), or use comp time, annual leave, or sick leave (if appropriate) to make up the time missed in order to receive full pay. Employees are to contact their supervisor or designee as quickly as possible to discuss the potential absence. The employee must provide a reasonable explanation of the unforeseen and unpredicted occurrence. Employees who arrive late to work or must leave work early due to unforeseen and unpredicted occurrences may only make up to four (4) hours in the same workweek. Make up time at the employee's request will not cause eligibility for overtime pay. Coordination of make-up time must be approved by the supervisor before it is worked. Requests for make-up time should not be unduly delayed by the supervisor, and the decision should be made as quickly as possible.

Any deviation from the core hours or scheduled workdays shown below must be in writing and mutually agreed to by the Property Manager, Property Management Administrator, employee, and Union. No deviation will be allowed that does not consist of five (5) consecutive days.

| <b><u>CORE</u></b> <b><u>HOURS AND SCHEDULED WORK DAYS</u></b> |   |                        |
|--|---|------------------------|
| <b>Position</b>  | <b>Scheduled Work Days</b>                            | <b>Core Hours</b>      |
| <u>Property Assistant</u>                                      | Monday through Friday or<br>Tuesday through Saturday★ | 6:00 a.m. to 6:00 p.m. |

★Once scheduled, workdays are determined as either Monday – Friday, or Tuesday – Saturday; they may be changed, or working hours may be changed, with ten (10) working days' notice. Changes may be made with less than ten (10) working days' notice if by mutual agreement between the employee and his/her supervisor.

- 9.03** Each employee, during his or her work shift, shall receive two (2) fifteen (15) minute paid rest periods, one (1) to be scheduled near the mid-point of each half shift. Each employee shall have an unpaid, unencumbered meal period of thirty (30) minutes which commences no less than two (2) hours nor more than five (5) hours from the beginning of his or her shift. No employee shall be required to work more than five (5) consecutive hours without a meal break.
- 9.05** Once the work schedule is determined and established, it shall be posted, and shall not fluctuate except that reasonable changes may be implemented by Management with ten (10) working days' notice, or such notice as is appropriate in emergency situations. Extensions of shift hours beyond the established schedule to accommodate emergencies or unanticipated situations shall not be precluded. Employees may be required to complete log sheets detailing time spent on work duties including emergency call outs or other approved overtime, and attach such log sheet to time sheet submitted.
- A. Any employee who responds to a request for service outside their scheduled workday shall be eligible for overtime as provided in Section 9.01.
- B. The Authority may use residents to serve as Back-up Resident Managers to cover the days and times when the building is not being covered by an employee subject to this Agreement.

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Back-up Resident Managers shall not be used to take work away from employees subject to this Agreement. Back-up Resident Managers may be used for callouts involving safety, health, and welfare of the resident and/or to protect SHA property including moving/replacing dumpsters, conducting security checks, and unlocking as appropriate. The Authority will closely monitor the total hours worked by Back-up Resident Managers in each building, and on request, supply a report to the Union. If the combined hours worked by all Back-up Resident Managers in a given building are greater than 80 hours during four (4) consecutive pay periods for a building covered by this Agreement, the Authority shall present an assessment to the joint Labor/Management committee for resolution.

- 9.06 Employees under this Agreement are not required to be in their assigned building(s), or on the grounds on days not included in their scheduled workweek, and have no responsibility for assuring that there is building coverage during these days unless they agree with the Property Manager to work on such days. In such cases they shall be compensated for any time worked according to the terms of this Agreement.
- 9.07 Employees under this Agreement may voluntarily indicate an interest in being available for work beyond their regularly scheduled work day. This information should be provided to their supervisor, and any scheduling of after-hours work will be based on the business need of the building(s).
- 9.08 A request for service outside of business hours, defined as requests for service either routine, or emergency by residents, other SHA staff, emergency personnel (fire, police, or medical), and guests or relatives of residents which occur at times other than designated work hours or work days, will be recorded and paid in fifteen (15) minute increments based upon actual time. When the actual time worked is greater than eight (8) minutes, the actual time shall be rounded up and recorded in even fifteen (15) minute increments, e.g., fifteen (15) minutes, thirty (30) minutes, forty-five (45) minutes or sixty (60) minutes. For example, the actual time of fifty-three (53) minutes shall be rounded up to sixty (60) minutes. The scheduled employee while on duty will be responsible for addressing all service requests consistent with his/her job description. This standard of coverage precludes the right or practice of an off-duty employee from performing any chargeable tasks aside from the event of an emergency, or unplanned absence of the on-duty employee. Requests for service outside of business hours that result in overtime will be paid consistent with Section 9.01.
- 9.09 Compensated time shall include paid holidays, annual leave, sick leave, and personal holidays.
- 9.10 Employees working under the Property Assistant classification may be allowed the use of SHA vehicles. Employees' ability to drive SHA vehicles will be consistent with the terms of the Fleet Policy.
- 9.11 Mileage and Business Use of Non-SHA Automobiles. When an employee is required to use the employee's personal automobile during the course of employment, the employee shall complete and submit the appropriate SHA form for reimbursement at the current IRS mileage reimbursement rate. Mileage reimbursements shall be submitted when travel has been completed, or monthly if the employee uses his/her own vehicle on a regular basis. Documented parking charges and tolls shall also be reimbursed.

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- 9.12 Uniforms. The Authority will provide uniforms which shall be worn during the employee's work hours. SHA will provide seven (7) work shirts annually to each employee. Cleaning and maintenance of the shirt is the responsibility of the individual employee. SHA will replace all such work shirts at the end of the one-year period, when each employee will turn in the previously issued work shirts. Upon the last day of employment all shirts will be returned to the Authority.
- 9.13 Cell Phones. Employees who are issued Authority-owned mobile devices must comply with the SHA Mobile Device Policy, Manual 19.3-2, and applicable provisions of the SHA Fleet Policy concerning use of devices while operating motor vehicles. Employees may not access the device outside of scheduled working hours.

## **ARTICLE 10 – HOLIDAYS**

- 10.01 Recognized paid holidays shall be New Year's Day, Martin Luther King, Jr.'s Birthday, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving Day (in lieu of Columbus Day), and Christmas Day.
- 10.02 For all employees, there will be three (3) paid personal holidays to replace General Election Day, Lincoln's Birthday, and Veterans' Day. To be eligible for the personal holidays, a new employee must begin employment by June 1 for all three (3) personal holidays. If hired after June 1, and before November 11, then the employee is eligible for two (2) personal holidays; if hired after November 11, no personal holiday will be given. Employees on payroll at the beginning of a calendar year will be credited with twenty-four (24) hours of personal holiday leave. The actual crediting will appear on the first payroll of the year, which spans from the previous calendar year to the current calendar year, but the leave cannot be taken until the current calendar year begins.
- 10.03 For all employees, personal holidays must be requested in advance by the employee, and approved by the supervisor. In all cases personal holidays must be taken in full eight (8) hour increments for full-time regular employees. Personal holidays must be used before the end of the calendar year. Unused personal holidays will not carry over to a new calendar year. Upon termination of employment, employees will not be paid for any unused personal holidays.
- 10.04 An employee who is separated from employment on the last scheduled workday preceding a holiday will not receive the holiday pay. An employee who commences an unpaid leave of absence on the last scheduled workday preceding a holiday, or who has an unpaid leave of absence commencing on the first scheduled workday following the holiday, will not receive holiday pay. Any hours either required by the Authority to be worked, or worked as a result of a request for service outside of business hours shall be compensated at the rate of one and one-half (1-1/2) the employee's regular rate of pay in addition to holiday pay. A holiday that occurs during an employee's scheduled vacation shall not be charged against accrued vacation credits. Holidays falling on a Saturday shall be observed on the preceding Friday. Holidays falling on a Sunday shall be observed on the following Monday, unless otherwise designated.

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## **ARTICLE 11 – ANNUAL LEAVE**

### **11.01 Accrual**

- A. Regular, full-time employees will accrue Annual Leave according to the accrual format and rate table below. Eligible employees will be able to use Annual Leave as soon as they earn it. Annual Leave hours will be earned bi-weekly based on the number of paid hours in the pay period. The maximum number of paid hours that can be used for calculating leave benefits will be eighty (80) hours per pay period.

Regular part-time employees shall accrue annual leave prorated to the proportion of hours worked (including but not limited to sick leave, vacations, holidays) versus full-time hours. The amount of annual leave carried forward at the end of the payroll year shall not exceed two hundred forty (240) hours. The Authority shall, via the electronic timekeeping system, have available to employees the number of annual leave hours accumulated to their account. If an employee is not able to access their timekeeping record, the Authority will inform the employee on a regular basis of their total accrual.

- B. Annual Leave will accrue according to the following schedule:

#### **LEAVE ACCRUAL TABLE:**

| <b><i>ANNUAL LEAVE ACCRUAL</i></b> |   |  |                                     |
|------------------------------------|---|--|-------------------------------------|
| <b>During Service Year</b>         | <b>Annual Leave Accrual (bi-weekly)</b> | <b>Annual Leave Monthly Equivalent</b> | <b>Annual Hours (All Automatic)</b> |
| 1                                  | 3.84                                    | 8.33                                   | 100                                 |
| 2                                  | 4.00                                    | 8.67                                   | 104                                 |
| 3                                  | 4.15                                    | 9.00                                   | 108                                 |
| 4                                  | 4.31                                    | 9.33                                   | 112                                 |
| 5                                  | 4.46                                    | 9.67                                   | 116                                 |
| 6                                  | 4.62                                    | 10.00                                  | 120                                 |
| 7                                  | 4.77                                    | 10.33                                  | 124                                 |
| 8                                  | 4.92                                    | 10.67                                  | 128                                 |
| 9                                  | 5.08                                    | 11.00                                  | 132                                 |
| 10                                 | 5.23                                    | 11.33                                  | 136                                 |
| 11                                 | 5.23                                    | 11.33                                  | 136                                 |
| 12                                 | 5.23                                    | 11.33                                  | 136                                 |
| 13                                 | 5.23                                    | 11.33                                  | 136                                 |
| 14                                 | 5.54                                    | 12.00                                  | 144                                 |
| 15                                 | 5.54                                    | 12.00                                  | 144                                 |
| 16                                 | 5.54                                    | 12.00                                  | 144                                 |
| 17                                 | 5.85                                    | 12.67                                  | 152                                 |
| 18                                 | 5.85                                    | 12.67                                  | 152                                 |
| 19                                 | 5.85                                    | 12.67                                  | 152                                 |

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| ANNUAL LEAVE ACCRUAL (continued) |                                  |                                 |                              |
|----------------------------------|----------------------------------|---------------------------------|------------------------------|
| During Service Year              | Annual Leave Accrual (bi-weekly) | Annual Leave Monthly Equivalent | Annual Hours (All Automatic) |
| 20                               | 6.15                             | 13.33                           | 160                          |
| 21                               | 6.15                             | 13.33                           | 160                          |
| 22                               | 6.15                             | 13.33                           | 160                          |
| 23                               | 6.46                             | 14.00                           | 168                          |
| 24                               | 6.77                             | 14.67                           | 176                          |
| 25+                              | 7.69                             | 16.67                           | 200                          |

#### **11.02 Use of Annual Leave**

- A. An employee may use accrued vacation and be paid at his or her regular hourly rate for each hour of annual leave not to exceed the number of hours the employee regularly works on that day, and may be taken in increments of not less than fifteen (15) minutes. Upon termination of employment for any reason an employee shall be paid for all accrued, but unused annual leave credits at the employee's regular hourly rate. In the event of the employee's death, this amount shall be paid to the employee's beneficiaries.
- B. Employees who have established a protection against loss of pay by accruing annual leave in excess of one hundred and twenty (120) hours (fifteen (15) days) may donate the excess leave. Leave time may be donated to supplement an approved recipient's time loss per Manual of Operations Policy E12.1-5.

#### **11.03 Response to Annual Leave Requests**

Annual Leave must be taken in not less than fifteen (15) minute increments. Annual Leave requests should be made at least four (4) weeks before the requested time off. If the request is made in this timeframe, the Authority will approve or deny the requests within five (5) business days. If the Authority does not respond within the five (5) business day timeline, the request will automatically be approved. On the occasions where requests for annual leave are not made four (4) weeks before the requested time off, the Authority will respond to, deny or approve the requests as soon as possible and/or feasible.

### **ARTICLE 12 – SICK LEAVE**

- 12.01** All employees will earn sick leave hours bi-weekly based on paid hours. The accrual rate will be based on ninety-six (96) hours annually (3.69 hours per pay period) for a full-time employee, and prorated for less than full-time employees. The maximum number of paid hours that can be used for calculating leave benefits will be eighty (80) hours per pay period. Unused sick leave may be accumulated without limit.

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| <b>SICK LEAVE ACCRUAL PER PAY PERIOD</b> |                                  |                               |               |
|--|----------------------------------|-------------------------------|---------------|
|  | <b>Per Pay Period<br/>Amount</b> | <b>Number of<br/>Payrolls</b> | <b>Total</b>  |
| Sick Leave                               | 3.69/hrs                         | 26                            | <b>96/hrs</b> |

**12.02 Use of Accrued Leave**

- A. Sick leave may be taken in units of not less than fifteen (15) minute increments. Paid accrued sick leave shall be allowed due to (1) the employee's illness, injury, or health condition; for medical diagnosis, care or treatment of the employee's illness, injury or health condition, or for preventative treatment; and (2) for the illness, injury, or health condition of a family member (defined as children, spouse, domestic partner, parent (including in-laws), grandparent, grandchild, sibling, or those relatives living with and dependent upon the employee); a family member's medical diagnosis, care, treatment, and/or preventative medical care; (3) when the employee's place of business has been closed by order of a public official for any health related reason, or when an employee's child's school or place of care has been closed for such a reason; (4) for a leave taken under the Washington Maternity Disability Regulation, Washington Family Care Act, Washington Domestic Violence Leave Act, or the Family and Medical Leave Act (FMLA).
- B. Sick leave shall be allowed to a maximum of five (5) days after notification to the supervisor in the event of a death in the employee's family. Leave under this paragraph is in addition to the leave allowed under Section 14.08.
- C. An employee on paid sick leave is entitled to all benefits provided in accordance with the terms of this Agreement including, but not limited to, accrual of sick leave, vacation, holiday pay, retirement, and those benefits that the employee would have been otherwise entitled to while on regular pay status.
- D. The Authority may require an employee taking leave under this Section to furnish a written certification of illness by a health care professional if the illness results in absence of more than three (3) consecutive days at one time. The Employer may request the employee to state whether they used sick leave for an authorized purpose under Section 12.02(A).
- E. Employees may request a specified amount of their sick leave to be converted to annual leave at the rate of four (4) sick leave hours to one (1) annual leave hour after all of the employee's annual leave hours have been used. The converted annual leave must be used at the time of conversion.
- F. An employee who is separated from employment shall be compensated at twenty-five percent (25%) of his or her accrued sick leave. Cash out value will be calculated by multiplying the employee's most recent rate of pay times the number of hours accumulated times 0.25. In the event of the employee's death, this amount shall be paid to the employee's beneficiaries.

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**12.03 Industrial Injuries.** An employee who suffers a work related injury or illness and is unable to work due to such injury or illness shall receive compensation for time lost in one (1) of the following ways:

- A. The employee may elect to receive time loss compensation exclusively based on the state guidelines for repayment as outlined on pages 13-14 of the *Workers Guide To Industrial Insurance Benefits*."
- B. The employee may elect to use sick and/or annual leave exclusively until all accrued leave is exhausted, and then receive time loss compensation.
  - 1. If the employee is using accrued leave, he/she shall return any L&I checks to SHA. The Authority will then use the check to buy back the leave hours and restore those hours to the employee's sick or annual leave accrual. The number of hours of sick or annual leave that are bought back are determined by dividing the dollar amount of the check by the employee's hourly rate.
  - 2. The employee will not need to return the time loss payment to SHA if the combination of accrued leave and time loss payment does not exceed the amount the employee would have otherwise earned. Payroll will inform the employee when he/she has used all accrued leave for the buy-back purposes.
  - 3. The employee may elect to receive pay for annual leave, or personal holidays in addition to time loss payments. In these cases, the employee will be entitled to both payments without any deduction for the time loss payment.

## **ARTICLE 13 – MEDICAL AND OTHER BENEFITS**

### **13.01 Medical and Other Benefits**

Medical/Dental/Vision. The Authority participates in the City of Seattle Medical/Dental benefits program. The Authority shall furnish and pay for medical, dental and vision insurance for all eligible regular employees and all eligible members of their families including domestic partners and dependents, for benefit levels as provided in the City of Seattle Medical/Dental benefits program. Medical insurance shall be provided by one (1) or more carriers to be selected by the City of Seattle. If two (2) or more carriers are made available, the employee shall have the opportunity to select from among them the plan which best meets their individual needs. This Bargaining Unit members shall pay the equal amount of premium share of all other Seattle Housing Authority employees.

Life Insurance Plan. In accordance with the formula established by the City of Seattle, the Authority shall provide and pay a percentage of the premium for basic group life insurance coverage for regular full-time employees, and regular part-time employees regularly scheduled to work at least twenty (20) hours per week or eighty (80) hours per month. The employee will be required to pay a percentage of the premium required for coverage. Premiums are based on employee's annual earnings. An optional Supplemental Life Insurance Plan is available at the employee's cost.



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Disability Insurance. The Authority shall provide and pay the premium for group basic long-term disability insurance coverage for regular full-time employees, and regular part-time employees regularly scheduled to work at least twenty (20) hours per week or eighty (80) hours per month. Employees may elect to pay for additional coverage for up to sixty percent (60%) of income.

Accidental Death and Dismemberment Insurance. The Authority shall make available employee-paid Accidental Death and Dismemberment insurance for regular full-time employees, and regular part-time employees regularly scheduled to work at least eighty (80) hours per month.

Retiree Medical. During the term of this Agreement, retired employees will be eligible to participate in the City of Seattle's Retirement program, based on retirement eligibility.

Initial Eligibility. Coverage for medical, dental, vision, life, disability, and Accidental Death and Dismemberment insurance becomes effective based on the City of Seattle's eligibility rules.

Workers' Compensation. All employees subject to this Agreement shall be covered by the State Industrial Accident Insurance and Medical Aid.

Dependent Care Program. The Authority shall establish, and these employees may participate in, an I.R.C. Section 129 dependent care assistance program.

Unreimbursed Health Care Expenses Program. The Authority shall establish, and these employees may participate in, an I.R.C. Section 125 Health Care Flexible Spending Plan.

For the duration of this contract, the Authority will pay all premiums required by the terms of Washington Paid Family Medical Leave, i.e., will not request premium shares from employees.

Reopen Regarding Benefits. During the term of this Agreement, if any changes in the insurance, premiums, or benefits are implemented by the City of Seattle, the Authority will follow suit with this bargaining unit.

- 13.02** If the Authority is delinquent in payments due to negligence, the Authority shall be liable for the payment of any claims incurred by employees or dependents resulting from such delinquency.

## **ARTICLE 14 – LEAVES OF ABSENCE**

- 14.01** An employee shall not lose any previously accrued seniority as a result of unpaid leave. Seniority shall not accrue during unpaid leave except for industrial injury, maternity leave (FMLA, WFLA, PFML, and pregnancy or childbirth disability), and military service. At the employee's option, sick or vacation leave from the employee's accrued leave may be substituted for unpaid leave provided for in this Section.

Use of paid sick leave or annual leave will not count against FMLA leave. Leaves taken under the Washington Family Care Act, Washington Pregnancy Disability Regulation

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(maternity/pregnancy/childbirth disability), or the Washington Family Leave Act shall be in addition to the twelve (12) weeks of FMLA leave even if the reason for the leave is also a qualifying condition under FMLA.

#### **14.02 Maternity/Pregnancy/Childbirth Disability Leave**

- A. Illness or temporary disability resulting from pregnancy or childbirth shall be accommodated as any other temporary illness or disability, and employees will be eligible for the benefits provided by Washington Paid Family and Medical Leave.
- B. Seniority shall continue to accrue during maternity/pregnancy leave (both FMLA and pregnancy disability). An employee will be allowed to return to the same or similar job with the same pay after returning from pregnancy disability leave, providing the employee can perform the essential functions of the position, with or without reasonable accommodation.
- C. An employee under this Section is eligible to receive transferred leave from employees who wish to voluntarily donate leave pursuant to Sections 11.02(B) and 12.02(D).

#### **14.03 Family Leave (FMLA and PFML)**

- A. **Washington Paid Family Medical Leave:** In order to be eligible an employee must have been employed for a Washington employer for at least 840 hours and worked for SHA for a minimum of 340 hours. Leave benefits will be as provided in SHA Policy E12.1-9.
- B. **Family Medical Leave:**
  - 1. **Eligibility.** In order to be eligible, an employee must have been employed for at least twelve (12) months, and have worked a minimum of one-thousand two hundred and fifty (1,250) hours during the twelve (12) month period immediately preceding a request for leave pursuant to this policy.
  - 2. **Leave Entitlement.** For purposes of determining the amount of leave available to any employee upon request, and except as otherwise provided by the FMLA, the Authority will measure the twelve (12) month period backward from the date the individual employee uses any FMLA qualifying leave. SHA may, upon sixty (60) days notification to its employees, change the method by which this determination is made with the Union's approval.
  - 3. **Annual Family Leave.** Subject to the notice and certification requirements described herein, an employee may request and the Authority will provide a maximum of twelve (12) weeks unpaid family leave during any twelve (12) month period for the following reasons: (1) the birth or care of a newborn child; (2) placement with an employee of a child for adoption or foster care; (3) to care for the employee's spouse, domestic partner, child or parent with a serious health condition; or (4) the serious health condition of an employee which causes the employee to be unable to perform the functions of the employee's job.

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

4. **Continuation of Medical Benefits.** During the period of the leave, SHA shall continue to provide insurance benefits on the same basis that such benefits were provided prior to commencement of the leave, or on the same basis as provided to other employees in the event the Authority plan changes during the pendency of the leave; provided, however, that the Authority may recover the cost of premiums paid for maintaining coverage for the employee under such group health plan during the period of the FMLA leave if the employee fails to return to work for reasons other than the continuation, recurrence or onset of a serious health condition, or as a result of circumstances beyond the employee's control.
5. **Reinstatement.** Upon return from FMLA leave(s), an employee shall be entitled to the position of employment held by the employee when the leave commenced, or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

The employee shall be reinstated to the same work site, or one that is geographically proximate to where the employee had previously been employed, if the employee can perform the essential functions of the position, with or without reasonable accommodation for a physical, sensory, or mental disability. If the employee cannot so perform, the Authority shall attempt to place the employee in any available regular or temporary bargaining unit position (in any classification) for which the employee can perform the essential functions, with or without a reasonable accommodation for the employee's physical, sensory, or mental disability. The employee will not have an introductory or provisional period, but is still subject to termination for good cause, including an inability to perform the essential functions of the position. If the employee is hired for such a position, he or she shall be paid at the grade and step for that position closest to the employee's previous pay.

The employee shall receive medical insurance benefits as set forth in Article 13. An employee shall not lose any benefits accrued prior to the date on which the leave commenced. No employee who returns from a leave shall be entitled to any right, benefit, or position to which the employee would not have been entitled had the employee not taken leave.

6. **Medical Certification.** If requested leave is to care for a spouse, domestic partner, child, or parent who has a serious health condition, the employee may be required to file with the Authority in a timely manner a health care providers statement that the employee is needed to care for his/her son, daughter, spouse, domestic partner, or parent, and an estimate of the amount of time that the employee is needed for such care.

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If the requested leave is due to a serious health condition of the employee which renders the employee unable to perform the functions of the employee's job, the employee may be required to file with the Authority such physician or health provider certifications as are required by the Authority consistent with the FMLA.

FMLA medical information obtained by the Authority must be kept in a separate confidential file in Human Resources, and be accessible only to Human Resources staff, the Office of General Counsel, Executive Director, or Department Director on a need to know basis, the employee's own doctor, and such others that the law requires. In the event the Authority has reason to doubt the validity of the health care provider's statement or certification for leave taken where certification is required, the Authority may, at its expense, require second and third opinions as specified in the FMLA.

7. **Intermittent Leave.** Leave taken as a result of birth, care, or placement for adoption, or foster care may not be taken on an intermittent basis. Subject to the limitations set forth in the FMLA, leave taken as a result of a serious health condition of a spouse, child, parent, or domestic partner, or because of a serious health condition of an employee which renders the employee unable to perform the functions of his/her job may be taken on an intermittent or reduced leave schedule when such need is certified by a health care provider to be medically necessary; provided that, where such reduced or intermittent leave is foreseeable, SHA may transfer an employee to an alternate position with equivalent pay and benefits which better accommodates the employee's recurring periods of leave.
8. **Notice of Return to Work.** Employees who take leave pursuant to the provisions of this policy, and the FMLA must provide notice every four (4) weeks regarding their intentions to return to work.

#### **14.04 Jury Duty/Trial Witness Leave**

- A. Paid leave shall be granted to regular, full-time and part-time employees called for jury duty, or subpoenaed as a witness. Absence shall be held to the minimum, and employees shall report for work on days, whether partial or whole, when service is not required. An employee who finds himself/herself in a situation where the service falls on an SHA observed holiday shall receive regular holiday pay, which the employee would normally be entitled to under this Agreement. The employee will not be eligible to take another day off to make up for the holiday missed while on jury duty, or as a subpoenaed witness.
- B. The pay of any employee who has been called for jury duty, or subpoenaed as a witness will continue at the regular rate. All compensation received shall be turned over to SHA to be credited against the employee's regular salary. The employee may retain payment from the Court for travel expenses paid at the prevailing rate.

#### **14.05 Military Leave**

- A. Employees who are members of the Washington National Guard, or the Army, Navy, Air Force, Coast Guard, or Marine Corps Reserve of the United States, or of any organized

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- reserve, or armed forces of the United States shall be entitled to, and shall be granted a military leave of absence. Such leave shall be granted in order that the employee may take part in active training duty in such manner, and at such time as he or she may be ordered to active training duty. Such military leave of absence shall be in addition to any annual leave or sick leave to which the employee might otherwise be entitled, and shall not cause any loss of privileges, or pay. During the period of active training duty the employee shall receive his or her normal pay.
- B. An employee who is ordered to report to active military duty for the above mentioned armed forces of the United States shall be granted a military leave of absence without pay for the full period of such service. The employee shall be entitled to return to the same position, or a comparable position at equal pay, including intervening contractual increases.
- C. Seniority accrual shall continue during military leave. The employee shall present a copy of an order to report for active duty to the Executive Director immediately upon receipt.
- D. Military Family Leave: Allows an employee up to twelve (12) weeks for any qualifying exigency arising out of the fact that a qualifying immediate family member of the employee is a service member on active duty, or has been notified of an impending call, or order to active duty, in the Armed Forces in support of a contingency operation.
1. A qualifying exigency shall be as defined by the Department of Labor.
  2. A qualifying immediate family member for the purpose of this leave is defined as a spouse, child, or parent.
  3. A service member is a soldier, reservist, or member of the National Guard who has been called to active duty. Examples of active duty include, but are not limited to, overseas assignments, recalls for active duty, or troop mobilizations.
- E. Military Caregiver Leave: Up to twenty-six (26) weeks of leave per year, twelve (12) weeks of which would be both caregiver leave, and family leave, shall be allowed for an employee to care for a qualifying family member, who is also a covered service member who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness sustained in the line of duty while on active duty.
1. A qualifying immediate family member for the purpose of this leave is defined as a spouse, child, parent, or next of kin.
  2. A service member is a soldier, reservist, or member of the National Guard who has been called to active duty. Examples of active duty include, but are not limited to, overseas assignments, recalls for active duty, or troop mobilizations.
  3. A serious injury or illness for the purpose of this leave is defined as an injury or illness incurred by the service member in the line of duty on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.
- F. Spouse: A husband or wife.

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- G. Child: A biological, adopted, or foster child, stepchild, a legal ward, or a child of a person standing in loco parentis, who is 1) under eighteen (18) years of age; or 2) eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability.
- H. Parent: A biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or daughter.
- I. Next of Kin: The nearest living blood relative of that individual.

**14.06 Domestic Violence, Sexual Assault, or Stalking Leave.** In accordance with state law, the Authority has adopted the following policy to reduce domestic violence, sexual assault, and stalking, as defined by RCW 26.50.010, 26.50.110, 9A46.110 and RCW 70.125.030 respectively and jointly.

ELIGIBILITY:

All employees are eligible to take leave under this policy. In order to take leave for domestic violence, sexual assault, or stalking, the leave must be taken by an employee for his/her own use, or for the use to provide care and/or assistance for a family member. For purposes of this section, a family member shall be defined as a child, spouse, domestic partner, parent, parent-in-law, grandparent, or a person in a dating relationship with the employee.

TYPE OF LEAVE COVERED:

In order to qualify for leave under this policy, the employee must be taking leave for one or more of the following reasons:

- A. To seek legal or law enforcement assistance, or remedies to ensure the health and safety of the employee or employee's family member(s) including, but not limited to, preparing for, or participating in, any civil or criminal legal proceeding related to, or derived from domestic violence, sexual assault, or stalking;
- B. To seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, or stalking, or to attend to health care treatment for a victim who is the employee's family member;
- C. To obtain, or assist a family member in obtaining services from a domestic violence shelter, rape crisis center, or other social services program for relief from domestic violence, sexual assault, or stalking;
- D. To obtain, or assist a family member in obtaining mental health counseling related to an incident of domestic violence, sexual assault, or stalking in which the employee or the employee's family member was a victim of domestic violence, sexual assault, or stalking; or
- E. To participate in safety planning, to temporarily or permanently relocate, or to take other actions to increase the safety of the employee or employee's family members from future domestic violence, sexual assault, or stalking.

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**NOTICE AND CONFIRMATION OF LEAVE:**

A. Notice:

As a condition of taking leave, an employee shall give the Authority advance notice of the intention to take leave. The timing of the notice shall be consistent with the Authority's leave policies when possible. When advance notice cannot be given because of an emergency or unforeseen circumstance due to domestic violence, sexual assault, or stalking, the employee or his or her designee must give notice no later than the end of the first day that the employee takes leave.

B. Verification:

Human Resources may require that requests for domestic violence, sexual assault, or stalking leave be supported by verification in a timely manner during, or after the leave. Such documentation shall be provided by:

1. A police report indicating that the employee, or employee's family member was a victim of domestic violence, sexual assault, or stalking.
2. A court order protecting, or separating the employee or employee's family member from the perpetrator of the act of domestic violence, sexual assault, or stalking, or other evidence from the court, or the prosecuting attorney that the employee, or employee's family member appeared, or is scheduled to appear, in court in connection with an incident of domestic violence, sexual assault, or stalking.
3. Documentation that the employee, or the employee's family member is a victim of domestic violence, sexual assault, or stalking from any of the following persons from whom the employee or employee's family member sought assistance in addressing the domestic violence, sexual assault, or stalking:
  - a) An advocate for victims of domestic violence, sexual assault, or stalking; b) An attorney;
  - c) A member of the clergy;
  - d) A medical, or other professional; or
  - e) An employee's written statement that the employee, or the employee's family member is a victim of domestic violence, sexual assault, or stalking.

**CONFIDENTIALITY:**

The Authority shall maintain the confidentiality of all information provided by the employee, including the fact that the employee or employee's family member is a victim of domestic violence, sexual assault, or stalking, and that the employee has requested leave under this law. Information given by an employee may be disclosed by the Authority only if:

- A. Requested or consented to by the employee;
- B. Ordered by a court or administrative agency; or

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C. Otherwise required by applicable federal or state law.

METHODS AND TYPES OF TAKING LEAVE:

The employee may use reasonable continuous or intermittent leave under this policy. An employee who is absent from work for domestic violence, sexual assault, or stalking may elect to use sick, annual, compensatory time, or unpaid leave time according to the Authority's leave policies.

BENEFITS WHILE ON LEAVE:

All eligible benefited employees may elect to maintain their medical, dental, long term disability and life insurance benefits during any portion of domestic violence, sexual assault, or stalking leave. Employees on reduced work schedule or intermittent leave will maintain their benefits during the leave period. Employees are required to pay their portion of the premiums for any benefits maintained during the leave period.

Employees' seniority will not continue to accrue during an unpaid leave of absence of a full calendar month or more due to domestic violence, sexual assault, or stalking leave.

EMPLOYEE STATUS AFTER LEAVE:

Upon completion of domestic violence, sexual assault, or stalking leave, the employee will be entitled to be restored to the position of employment held before the leave commenced, or to be restored to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

Reinstatement is not required if one or more of the following conditions exists:

- A. The position was eliminated by a bona fide restructuring, or reduction in force;
- B. The employee takes another job while on leave;
- C. The employee fails to return from the leave at the designated ending date of the domestic violence, sexual assault or stalking leave; or
- D. The employee is a temporary employee hired for a specific term, or specific project, and the term or project is over, and the Authority would not otherwise continue the employment of the employee.

**14.07 Union Leave.** A leave of absence without pay shall be granted upon the request of an employee on the active payroll in case he or she is appointed, or selected as a convention delegate, or workshop participant, unless there is a valid business reason that prevents such release.

**14.08 Bereavement Leave.** Two (2) days of SHA paid bereavement leave may be taken in each calendar year, and up to five (5) consecutive days of sick leave may be used in the event of a death in the employee's family. The employee's family shall include the employee's spouse or domestic partner, and the following relations to the employee: spouse or domestic partner, parents (natural parent, stepparent or adoptive parent), parents-in-law, children (natural child, stepchild, adoptive child or foster child), siblings (natural sibling, stepsibling, or adoptive sibling), grandparent, and grandchild. Additional unpaid leave may be taken with supervisor approval.



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The employee shall give notice to his or her supervisor as soon as possible, and shall, if requested by the employee's supervisor, provide substantiation to support the request.

**14.09 Leave Without Pay.**

- A. The Authority may grant leaves of absence without pay for purposes other than those previously stated. However, the terms of such leaves of absence, including a specific return date where possible must be confirmed in writing. A request for leave without pay must be directed to the Department Director, must explain the exigent circumstances requiring a leave without pay, and must be approved by the Department Director.
- B. An employee on an approved leave of absence without pay up to sixty (60) calendar days shall be entitled to the same or similar position upon returning to employment. After sixty (60) days, an employee shall be entitled to the same or similar position upon returning if a position is available. An employee on leave of absence without pay shall not be entitled to or accrue any of the benefits of this Agreement provided, however, that employees on leave of absence without pay may self-pay insurance premiums in accordance with the policies of the provider and current law. Leave under this section may be used in combination with other approved leave.

**ARTICLE 15 – RETIREMENT BENEFITS**

Employees under this Agreement who meet the Department of Retirement Systems (DRS) participation eligibility requirements shall be covered under a Public Employees' Retirement System (PERS) plan. At the time of initial employment, and when requested in writing by a current employee, the Authority will supply the most current version of the PERS Member Handbook, or refer the employee to DRS.

**ARTICLE 16 – JURISDICTION OF AGREEMENT**

It is understood that this Agreement relates only to buildings owned and managed by the Housing Authority where the Union employees are currently assigned, i.e., Scattered Sites, Housing Levy Units, Referendum 37 Buildings and Garden Communities are excluded. PROVIDED, the parties recognize that redevelopment, renovation or capital improvements to current Seattle Housing Authority properties, conditions or provisions related to financing or investment in such, and/or construction or development of new properties may affect the scope of the Union's jurisdiction by increasing or decreasing jurisdictional limits. Any such changes will be brought to the Labor/Management Committee as defined in Article 26. The Authority and the Union agree to bargain any impacts to the bargaining unit related to development, redevelopment, renovation, construction or capital improvements to Housing Authority properties prior to any intended impacts. The Authority agrees to give the Union ninety (90) days' notice of an intent to bargain impacts.

Any employee whose assignment changes as a result of the operation of this paragraph shall have a right of first refusal to re-assignment to the building(s) in the event the building(s) fall within jurisdictional limits.

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## **ARTICLE 17 – PROTECTIVE CLOTHING**

The Authority will provide all protective clothing and equipment required by DOSH/WISHA; this shall include the provision of throwaway coveralls and gloves.

## **ARTICLE 18 – STOPPAGE OF WORK**

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

## **ARTICLE 19 – SETTLEMENT OF DISPUTES**

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

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

**19.03** Majority Interest. A grievance in the interest of the majority (51%) of the employees in the bargaining unit shall be reduced to writing by the Union and may be introduced at Step 3 and shall be processed within the time limits set forth herein. The Union shall not be required to arbitrate a grievance that it deems non-meritorious.

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

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

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

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Operations shall give a written answer to the Union within fifteen (15) calendar days after the grievance meeting. Any settlement reached in Step 2 shall be final and binding.

**Step 3.** If the grievance is not resolved as provided in Step 2, or if the grievance is initially submitted at Step 3 pursuant to the Majority Interest, the Union representative shall then forward the written grievance to the Human Resources Director within fifteen (15) calendar days of the decision issued in Step 2. The Human Resources Director shall investigate the alleged contract violation and, if deemed appropriate, shall convene a meeting within ten (10) calendar days after receipt of the grievance between the aggrieved employee and the Union representative together with the Director of Housing Operations and the Property Management Administrator. Within ten (10) calendar days after the meeting, the Human Resources Director shall forward a written reply to the Union. Any settlement reached in Step 3 shall be final and binding.

The time limits referred to in the grievance procedure will not be waived unless agreed to by written mutual consent by Union and Authority (above supervision level). If the Authority, the employee, or the Union fail to meet any time limits specified herein, the grievance shall be deemed to be settled in favor of the other party. Any time limits in the steps may be extended by mutual agreement of both parties.

## **ARTICLE 20 – ARBITRATION OF DISPUTES**

In the event the representatives cannot agree within ten (10) calendar days after the Authority's written response to Step 3 as set forth in Article 19, it shall be submitted within ten (10) calendar days to an arbitrator unanimously agreed upon by a representative from the Authority, and a representative from the Union. If the parties are unable to agree upon an arbitrator, they shall obtain a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service and they shall alternately strike names from the list; the right to strike first shall be determined by lot. The last name remaining shall be the arbitrator. The arbitrator's fees shall be borne by the non-prevailing party. It is provided, however, that if the grievance presented for arbitration involves multiple parts/issues, and if the decision of the arbitrator results in each of the parties prevailing on different parts/issues, then, in that case, the expenses and compensation for the arbitrator's fees shall be borne equally by the parties. The representatives shall inform the arbitrator that a decision shall be completed within thirty (30) calendar days from the completion of the hearing. The decision of the arbitrator shall be final, conclusive and binding upon the Authority, the Union, and the employees involved.

## **ARTICLE 21 – EMPLOYMENT STATUS**

### **21.01 Definition**

- A. Introductory Status Employee: Any person newly hired, or rehired in a classification under this Agreement who has not completed the introductory period which shall be six (6) months.
- B. Regular Status Employee: A person employed in a classification under this Agreement on a full-time basis.
- C. Disciplinary Status Employee: A regular employee who has received a formal written notice that if the employee fails to correct work performance and/or conduct within a reasonable

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time, he/she may be subject to further disciplinary action up to and including termination. Termination will only be for just cause as set forth in Section 21.03(B). A formal written notice is defined as any disciplinary memo that is placed in the employee's personnel folder maintained by Human Resources.

- D. Lead/Trainer Status: A Lead Employee or trainer may be assigned by SHA. The position will exist for the duration of the project/and or business need, whereupon the selected employee shall return to his/her previously held position at their previous rate of pay plus any applicable contractual increases.

A Lead/Trainer performs extra non-supervisory administrative tasks that include monitoring workflow, preparing reports, meeting with customers, prioritizing activities of other employees, assisting with scheduling, or training. The position is not authorized to perform supervisory duties such as hiring, firing, disciplining, promoting, demoting, evaluating or approving leave requests.

**21.02 Final Pay**. Employees who leave the employment of the Housing Authority for any reason will be paid the full amount of compensation due on the next regularly scheduled pay date.

**21.03 Termination**

- A. An introductory status employee or a temporary employee may be terminated at will at any time at the Authority's sole discretion, and may not protest such termination under the grievance procedure.
- B. A non-introductory status employee may be terminated for just cause.

**21.04 Layoff**

- A. Layoff is a termination of an employee's employment not directly related to performance or service. Layoff reasons include, but are not limited to, reduction in staff for budgetary considerations, for work load, and/or elimination of a position due to administrative reorganization.
- B. In all layoffs, the following factors shall apply:
1. All employees in introductory status shall be laid off in the classification undergoing layoff before any regular employees are laid off.
  2. Demonstrated skill and ability to perform the work within the classifications described in the Authority's manual of operations. When the skill and ability of employees to be laid off are relatively equal, then length of continuous service with the Authority shall prevail.
  3. Length of continuous service with the Authority within the classification affected by layoff.

**21.05 Recall From Layoff**

- A. Employees shall be eligible for recall for a vacancy within the job classification the employee held at the time of layoff, and the period of eligibility shall be for a period of twelve (12)

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months from the lay-off date. Employees laid off in accordance with the above paragraph shall be recalled in inverse order of layoff, provided the employee is available. A regular status employee who is recalled from lay-off pursuant to this section is considered a regular status employee.

- B. Employees being recalled shall be officially advised by the Authority of recall twenty-four (24) hours prior to reporting time. Official notice shall be by certified mail from the Authority sent to employee's last known address.
- C. When the employee is advised of the recall, the employee must report to work within forty-eight (48) hours of the specified reporting time or suffer loss of seniority.
- D. The Union shall be immediately notified of the employee's recall, and make every effort to notify the employee by telephone of his/her recall and time to report to the Authority.

#### **21.06 Seniority**

- A. The seniority of an employee in the classification shall be established, as of the date on which he/she was hired or rehired as an introductory employee within the classification.
- B. The seniority rights of an employee shall be lost for the following reasons:
  - 1. Resignation
  - 2. Discharge for just cause (not for reduction in force)
  - 3. Retirement
  - 4. Failure to return to work in answer to a callback from layoff

#### **21.07 Affirmative Action and Diversity**

- A. Layoff will be in compliance with Article 3.
- B. If the layoff of the least senior employee would be counter to SHA's affirmative action obligations, the next least senior employee in the classification will be the one laid off.

#### **21.08 Progressive Discipline**

- A. No employee who has completed the introductory period shall be disciplined or discharged except for just cause. Employees who have been discharged by the Authority shall receive a written statement of the cause of discharge at the time of discharge signed by the Executive Director or designee.
- B. Unsatisfactory Performance. When an employee's work performance consistently fails to meet expected standards, corrective action is not only in the best interest of SHA, but also of the employee. Supervisors are expected to take specific corrective action immediately to

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help the employee improve his or her performance. Supervisors should not wait until Performance Evaluations become due to address performance concerns. Performance Improvement Plans (PIP) are not disciplinary.

- C. Misconduct. The Supervisor shall immediately address misconduct by an employee. Supervisors should consistently deal with misconduct in a manner that is neither overactive, nor under-reactive.
- D. The Authority and the Union agree that in correcting inappropriate employee conduct or performance, the Authority shall employ progressive discipline, which shall include verbal warning, written warning, probation [of no less than thirty (30) days, or no greater than six (6) months which may be extended by mutual agreement of the parties], suspension, and termination. The Authority will evaluate the conduct or performance of the employee and the circumstances of the incident to determine what level of discipline is appropriate. The Union reserves its right to grieve the Authority's determination if it does not agree with it. The parties recognize that certain conduct is of such serious nature that applying progressive discipline is inappropriate. Conduct falling into this category, depending upon its severity may include, but is not limited to, theft, fighting, violation of the Authority's harassment and discrimination policies, fraud, falsification of documents, gross insubordination, possession, sale, or use of illegal drugs on the Authority's premises during working hours or during on-call duty, or possession of a dangerous weapon on the Authority's premises during work hours, or in work areas. The principles of just cause shall apply to all levels of discipline.
- E. An employee shall be given a reasonable opportunity, not to exceed five (5) working days after receipt, to read, sign, and answer all written warnings before placement of such materials in the employee's personnel file. The employee shall sign the written notice only for the purpose of showing he/she knows of its existence, not that he/she agrees with it. The form used will provide for the employee's statement of defense. Disciplinary materials that have not been signed by the employee shall be removed from the file, except for those documents which the employee refused to acknowledge, and/or sign the written notice. In such cases a statement of the employee's refusal to acknowledge receipt will be attached with the names and signatures of the witnesses to the refusal.
- F. An employee shall have the right to have a Union representative present at all meetings, interviews, or discussions which the employee believes may reasonably lead to discipline. Management shall verbally, or in writing inform the employee of the need for a meeting, the reason for the meeting and the nature of allegations if appropriate, so as to provide the employee the ability to prepare for the meeting. If the employee requests the presence of a union representative, management shall contact the Union for the purpose of scheduling a mutually agreed upon time and location for the meeting. In no event shall the meeting be postponed beyond two (2) working days unless there is mutual agreement to do so between the parties.

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## **ARTICLE 22 – SAFETY AND TRAINING MEETINGS**

The Authority may conduct a quarterly meeting of all employees covered by this Agreement for the purpose of staff meetings, safety meetings, and/or scheduled training programs. Attendance is mandatory unless the employee is on approved sick or annual leave, or is otherwise excused by a supervisor.

## **ARTICLE 23 – SAVINGS CLAUSE**

It is further understood and agreed that in the event any provision or provisions herein contained shall be declared invalid, or unenforceable by any court or government agency of competent jurisdiction, the remaining provisions shall remain in full legal force and effect, and binding on both parties hereto. Such provisions, if and when declared invalid and unenforceable, shall be immediately re-negotiated or abandoned.

## **ARTICLE 24 – EMPLOYEE COMMUNICATION**

- 24.01** The Authority shall maintain in each building office a bulletin board for the posting of approved announcements and information. A section of the board shall be reserved for the Union announcements. Posting of information and removal of outdated information shall be the responsibility of the Union.
- 24.02** The Authority shall permit the Union, shop stewards, and employees covered under this Agreement to communicate official union business matters using the electronic mail system where such necessary equipment and systems are available. No new equipment or systems shall be required to be installed solely for this purpose, and use will be in compliance with SHA policy.
- 24.03** Upon receipt of any court order or subpoena issued on behalf of a third party, i.e., not on behalf of the employee, seeking documents from an employee's personnel file, the Authority will provide the employee with a copy of the order or subpoena. When documents or information in an employee's personnel, payroll, supervisory or training file are the subject of a public records request, the Authority will provide the employee with a copy of the request as soon as practicable and will indicate the intended release date of the information. The release date will be at least five (5) business days from the date of notice to the employee.

## **ARTICLE 25 – SUBCONTRACTING OF WORK DUTIES**

The Authority will make every effort to utilize its employees to perform all bargaining unit work on all properties currently staffed with Property Assistants, but the Authority reserves the right to contract out for work under the following guidelines:

1. When the services of a contractor are necessary due to emergency situations or required by law, or
2. The occurrence of peak loads above the work force capability.

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SHA will regularly communicate the use of these guidelines, the work category, and supporting factual basis, to the affected represented group. Any issues arising from the use of this process will be brought to the Labor/Management Committee for review and resolution.

#### **ARTICLE 26 – LABOR/MANAGEMENT STRUCTURE**

A Labor/Management structure, or Labor/Management Committee (LMC) shall be created to develop trust, communications, and cooperation between the two (2) parties. The Authority and the Union recognize that it is in our best interest to develop good on-going working relationships, a collaborative problem solving mechanism, and a way to deal with issues as they arise. Where both parties recognize the existence of issues of mutual interest, they will meet and discuss those issues. A calendar of meeting dates, times and locations will be determined at the beginning of each year setting up a mutually agreed upon schedule for the LMC to meet. Management and Labor will have participants attend the LMC; attendants will be of each side's choosing, provided that the attendants have participated in the Labor/Management Committee training, or have previous LMC experience. Union participants on the LMC will be on paid time for the time they spend attending the meeting and reasonable travel time to return to their assigned work locations.

#### **ARTICLE 27 – EDUCATION AND TRAINING**

**27.01** Management is committed to encouraging individual career growth and development for all employees. Each employee, in coordination with his/her supervisor, is responsible for identifying individual strengths and weaknesses and creating a training development plan. This plan should not only address the current job skill requirements and career goals, but the future requirements of the agency.

**27.02** Employees who have completed their introductory period are eligible for Authority-paid training and development classes, programs, conferences, and workshops which will foster career growth, encourage and assist employees in development of knowledge, skills and abilities mutually advantageous to the Authority and employee. Employees may request attendance at relevant sessions and/or the employee and the supervisor may mutually agree upon a plan and attendance at individual sessions aimed at meeting a planned course of study or training. A Supervisor may unilaterally send an employee to a training or conference that will benefit the employee and enhance their work related skills.

**27.03** If two (2) or more bargaining unit employees at the same work site apply simultaneously for the same training which has been, or will be approved by the Authority, and a choice must be made as to who can be released from regular work time, seniority shall prevail, except where a supervisor has determined an employee's demonstrated need for a specific training, or the most senior employee has had previous opportunity to attend training options. Past attendance at training or conferences shall be taken into consideration so as to permit the widest range of employees to attend sessions that the Authority believes to be of benefit.

**27.04** Approved in-house training shall be provided by the Authority without cost or loss of pay to the employee during regular working hours.



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## **ARTICLE 28 – POLITICAL ACTION**

**D.R.I.V.E.** – The Authority agrees to deduct, from the paycheck of all employees who submit authorization cards and are covered by this Agreement, voluntary contributions to *Democrat, Republican, Independent, Voter Education* (D.R.I.V.E.). D.R.I.V.E. shall notify the Authority of the amounts designated by each contributing employee that are deducted from his/her paycheck on a biweekly basis for weeks worked. The phrase “weeks worked” excludes any weeks other than weeks in which the employee earned a wage. The Authority shall transmit to:

Democrat, Republican, Independent, Voter Education (D.R.I.V.E.)  
International Brotherhood of Teamsters  
25 Louisiana Avenue NW  
Washington, D.C. 20001

The Authority will send, on a monthly basis, one check, for the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee’s social security number, and the amount deducted from the employee’s paycheck. No such authorization shall be recognized if in violation of state and federal law. No deductions shall be made which are prohibited by applicable law. The International Brotherhood of Teamsters shall reimburse the Authority annually for the Authority’s actual cost for the expenses incurred in administering the bi-weekly payroll deduction plan.


## **ARTICLE 29 – TERM OF AGREEMENT**

This Agreement shall be in effect from the date it is first executed, and shall continue in effect until December 31, 2022, and thereafter shall be subject to ninety (90) days’ notice to and by either the Union or the Housing Authority of a desire to cancel, change, or amend same.

**SEATTLE HOUSING AUTHORITY**

**TEAMSTERS LOCAL UNION  
NO. 117, IBT**

  
\_\_\_\_\_  
**ANDREW J. LOFTON**  
Executive Director

  
\_\_\_\_\_  
**JOHN SCEARCY**  
Secretary-Treasurer

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

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## Appendix A

### Staffing Structure

#### Current list of buildings in SSHP, LIPH, and Special Portfolio

| SSHP                  | LIPH                  |
|-----------------------|-----------------------|
| Columbia Place        | Cal Mor Circle        |
| Wildwood Glen         | Stewart Manor         |
| Island View           | Barton Place          |
| South Park Manor      | West Wood Heights     |
| Phinney Terrace       | Holly Court           |
| Schwabacher House     | Harvard Court         |
| Pinehurst Court       | Ballard House         |
| Fremont Place         | Greenlake Plaza       |
| Sunrise Manor         | Capitol Park          |
| Primeau Place         | Lictionwood           |
| Michaelson Manor      | Beacon Tower          |
| Carroll Terrace       | International Terrace |
| Pleasant Valley       | Center Park           |
| Fort Lawton Place     | Lake City House       |
| Gideon Mathews Garden | Cedarvale House       |
| Reunion House         | Queen Anne Heights    |
| Bitter Lake Manor     | Olympic West          |
| Nelson Manor          | University West       |
| Willis House          | Center West           |
| Olmsted Manor         | Jackson Park House    |
| Blakeley Manor        | University House      |
| Ravenna School Apt    | West Town View        |
|                       | Ross Manor            |
|                       | Jefferson Terrace     |
| Special Portfolio     | Olive Ridge           |
| AlderCrest            | Bell Tower            |
| Longfellow Creek      | Denny Terrace         |
| Wisteria Court        | Jackson Park Village  |
| LamBow Apts           | Cedarvale Village     |
| Villa Park            | Tri-Court             |
| South Shore Court     |                       |
| 5983 Rainier Avenue   |                       |



# TEAMSTERS LOCAL UNION 117

*Affiliated with the International Brotherhood of Teamsters*

General Public and Private Sector Employees and Special Services Employees in King and Pierce Counties and Employees of the State of Washington



## WEINGARTEN RECOMMENDATIONS TO EMPLOYEES<sup>1</sup>

The Union recommends employees take the following steps to protect their jobs<sup>2</sup>:

1. If you are asked to attend a meeting with management which you believe may lead to discipline, ask to have a Union steward present. If possible, notify the steward or other Union official of the meeting immediately. When in doubt, ask management whether or not anything said at the meeting could lead to disciplinary action.
2. If you are unable to obtain representation before entering the meeting, you should:
  - a. Ask whether you are free to leave the room if you choose to do so;
  - b. Ask whether anything said at the interview could lead to disciplinary action or discharge;
  - c. If so, ask that (1) a Union representative be contacted and brought to the meeting place before any questioning occurs, and (2) you be permitted to speak to the Union representative in private prior to the questioning;
  - d. If a Union representative is unavailable, ask that the meeting be postponed until a Union representative can be present;
  - e. In the event the employer nonetheless insists on proceeding with the meeting, ask that a fellow employee whom you trust be brought to the meeting to act as a witness.

IF THE EMPLOYER DENIES ANY OR ALL OF THE FOREGOING REQUESTS, THE UNION RECOMMENDS THAT YOU COMPLY WITH THEIR DEMANDS, INCLUDING ANSWERING THEIR QUESTIONS. HOWEVER, YOU SHOULD STATE THAT YOU ARE DOING SO ONLY UNDER PROTEST.

<sup>1</sup> These recommendations do not apply when an employee faces possible criminal charges. Such employees should obtain the advice of an attorney.

<sup>2</sup> These recommendations are not appropriate in some industries and should be tailored to reflect contract and internal Union procedures.