

AGREEMENT

Between the

VANCOUVER HOUSING AUTHORITY

and

OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 11

DURATION:

January 1, 2022

THROUGH

December 31, 2024

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**AGREEMENT BETWEEN
VANCOUVER HOUSING AUTHORITY**

AND THE

OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11

THIS AGREEMENT effective this the 1st day of January, 2022 by and between the VANCOUVER HOUSING AUTHORITY, Vancouver, Washington, its successors and assigns, hereinafter referred to as the “Employer,” and the OFFICE & PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 11, AFL-CIO, hereinafter referred to as the “Union.”

PREAMBLE

WHEREAS, the parties hereto desire to cooperate in establishing conditions which will tend to secure to the employees concerned a living wage and fair and reasonable conditions of employment, and to provide methods for fair and peaceful adjustment of all disputes which may arise between them so as to secure uninterrupted operations of the office involved,

NOW, THEREFORE, BE IT MUTUALLY AGREED to as follows:

ARTICLE 1. RECOGNITION

The Employer agrees to recognize the Union as the sole collective bargaining agent for all employees as specified in Schedule “A” of this Agreement.

ARTICLE 2. RIGHTS OF MANAGEMENT

Section 1. Except as restricted by this Agreement, the Vancouver Housing Authority retains all rights, powers, and authority to manage its affairs and direct its workforce, including, subject only to the express terms of this Agreement, the right and discretion to determine the number and qualifications of employees; hire, assign, transfer, and promote employees; suspend, demote, discipline, and discharge employees for cause; lay-off or reduce employee’s hours for lack of work; determine and change the nature of its operations and the number of locations at which it operates, maintain current or adopt new methods, materials, and processes of work; subcontract operations in whole or in part; and adopt reasonable regulations for the purposes of efficiency and safety.

Section 2. This recitation of management rights is not intended as a waiver of any rights not specifically enumerated, whether or not such rights have been exercised by the Housing Authority in the past.

Section 3. Nothing in this management rights clause should be construed so as to limit the exercise of employee’s grievance rights under Article 23 within this Agreement, regarding the interpretation and applications of the express terms of this Agreement.

ARTICLE 3. UNION SECURITY

Section 1. The terms of this Agreement shall apply to all employees in the bargaining unit, whether or not members of the Union. Bargaining unit employees may elect to join the Union and authorize the Employer to deduct from their pay the full amount of Union membership dues. Such authorization must be delivered to the Vancouver Housing Authority Human Resources Department in the following form:

I elect to become a member of the Union, and authorize the Vancouver Housing Authority to deduct from my pay the full amount of Union membership dues. This authorization shall remain in effect during the term of this Agreement and automatically renew from year to year thereafter unless and until I revoke this authorization by giving the Union and the Employer Thirty (30) days' written notice by U.S. First Class Mail.

Section 2. Any bargaining unit employee who does not wish to become a member of the Union, but who wishes to pay their Fair Share, as calculated by the Union, of the cost of the services provided by the Union to bargaining unit employees, including the negotiation of this Agreement and the processing of employee grievances, may authorize the Employer to deduct the Fair Share amount from their pay. Such authorization must be delivered to the Vancouver Housing Authority Human Resources Department in the following form:

I do not wish to become a member of the Union, but authorize the Vancouver Housing Authority to deduct from my pay the Fair Share, as calculated by the Union, of the costs of bargaining unit services provided by the Union. This authorization shall remain in effect during the term of this Agreement and automatically renew from year to year thereafter unless and until I revoke this authorization by giving the Union and the Employer thirty (30) days' written notice by U.S. First Class Mail.

Section 3. The Union shall provide all new employees with dues deduction and assignment forms in their membership packets. The Union shall, upon completion of new employee orientation, provide the Employer with, as appropriate, a copy of the Union dues or Fair Share deduction authorization form, or an opt-out form for employees who elect not to authorize deductions from their pay. The Employer shall, after receipt of the dues or Fair Share authorization forms, deduct each month such amounts from the wages of the authorizing employees and forward the deducted amount to the Union.

Section 4. The Employer shall notify the Union Steward when a bargaining unit position is created or a vacant position is posted. The Union Representative shall be allowed to meet with all new employees hired into positions covered by this Agreement within thirty-one (31) days of the date of hire, such meeting to take place for not less than thirty (30) minutes and not more than forty-five (45) minutes during the employee's regular work hours.

Section 5. Any dispute regarding the meaning or application of this Article is subject to Article 23 Grievance Procedure within this Agreement.

Section 6. The Union agrees to defend, indemnify, save and hold the Employer harmless from, for and against any and all claims arising as a result of the application of this Article.

ARTICLE 4. UNION BUSINESS REPRESENTATIVES

Section 1: The Representative of the Collective Bargaining Unit (OPEIU) shall have access to the Employer offices during working hours, provided they do not interfere or cause the employees to neglect their work.

ARTICLE 5. STRIKES AND LOCKOUTS

Section 1. It shall be the intention of the parties to settle all differences between the Employer and the Union through the grievance procedure in accordance with the provision of this Agreement. Therefore, the Employer agrees that they will not lockout their employees, and the Union agrees that there will not be any strikes, slowdown or work stoppage during the life of this Agreement.

Section 2. In the event that a strike, slowdown, picketing, boycott, or other interruption of work occurs, during the life of this agreement, the Employer shall notify the Union of the existence of such activity and request information from the Union as to whether or not the activity has been authorized. If the activity has not been authorized, after immediately responding to the Employer's request for information, the Union, will then proceed to make every reasonable effort to terminate the work interruption activity and induce the employees concerned to return to work so that services to the citizens of Clark County will not be affected.

ARTICLE 6. TEMPORARY EMPLOYEES

Section 1. Temporary employees are individuals who are assigned to perform job duties typically associated with a position covered by Article 1 Recognition within this Agreement for a period of time which is agreed on and specified at the commencement of services and shall not exceed one thousand forty (1040) hours within a twelve (12) month period, but with a six (6) month lag, unless extended by mutual agreement of the Union and the Employer (i.e. once a temporary employee meets the one thousand forty (1040) hour threshold, there must be a 6 month break prior to that individual being reassigned at the VHA). These employees do not accrue any Paid Time Off (PTO) or any other benefit as outlined under the working conditions of this Agreement except as required by law. The VHA will notify the Union quarterly of the number and identity, date of service and classification of temporary employees; excluding intermittent temporary employees.

Section 2. Term employees are hired for specified periods of time, exceeding six (6) months but generally no longer than thirty-six (36) months, and are eligible for Paid Time Off (PTO) and other Employer provided benefits. Term employees within the jurisdiction of the Office & Professional Employees International Union are covered under this agreement but shall not be entitled to bump or displace covered employees if laid off at the conclusion of the initial term. If, however, the term is extended by mutual agreement for more than six (6) months beyond the initial specified period, term employees shall have bumping rights based upon seniority, retro-active to the first day of the initial term.

ARTICLE 7. PROBATION

Newly hired employees are subject to a six (6) month probation period. While in the probation period, the rules and regulations of the Employer will prevail (see Employer's Employee Handbook, Initial Evaluation Period Section). The Employer may discharge any newly hired employee at any time during the probationary period with or without cause. Such discharge shall not be subject to the grievance procedure in Article 23 to this Agreement.

ARTICLE 8. SENIORITY

Section 1. VHA Seniority. VHA seniority is measured from the last date of hire and shall be used for PTO accrual, PERS and as a means to determine the most senior employee in cases where other seniority is equal.

Section 2. Bargaining Unit Seniority. Bargaining unit seniority is measured from the date the employee began working in a position covered by this Collective Bargaining Agreement. Bargaining unit seniority shall be used to determine shift and/or work schedules, filling of vacancies when there are two (2) or more equally qualified internal candidates, and for layoff and bumping.

ARTICLE 9. WORKWEEK - HOURS OF WORK

Section 1. Employer's normal business hours are 8:00 a.m. to 5:00p.m. Monday through Friday unless business necessity mandates a different schedule. The standard workweek for regular full-time employees shall be forty (40) hours and normally worked on five (5) consecutive 8-hour workdays. Monday through Friday. Between the hours of 7:00a.m. and 6:00p.m.

Section 2. Each workday shall include one unpaid lunch period of thirty (30) to sixty (60) minutes approximately midway through the workday, and one paid break period of fifteen (15) minutes in the morning and one paid break of fifteen (15) minutes in the afternoon.

Section 3. Alternative work schedules, such as a 9/80 schedule, may be established for certain jobs or individuals to meet long term special business or personal requirements. Either the Employer or the employee may initiate a request for an alternative work schedule. Alternative work schedules must be reviewed and approved annually by the Director of Human Resources and the Executive Director. The Employer will attempt to meet employee requests for non-standard work schedules, provided that the business needs of the Employer can be met and that an employee does not work more than eighty (80) hours in a two (2) week period of time. Supervisors will keep all employees informed as to their specific work schedule.

Section 4. Occasional non-standard work weeks may be established for certain jobs or individuals to meet short term special business or personal requirements provided that the business needs of the VHA can be met. Non-standard flexible schedules may occur within a given workday or workweek but in no case shall an employee work more than eighty (80) hours in a two (2) week period of time as a result of a non-standard flexible schedule. Workweek changes are intended to be infrequent and must be approved by the work Supervisor.

ARTICLE 10. RATES OF PAY

Section 1. The Employer agrees to pay to its current employees, and the Union agrees that its members will accept, the wage scales as set forth in Schedule "A" attached. The wage scales herein established shall not prevent the payment of higher wages by the Employer to any employee whose work may warrant the payment of such higher scale.

Section 2. Paydays shall be at least semi-monthly and in no case shall more than five (5) days' pay be held back.

Section 3. Any position or new hire not currently covered by Schedule "A" to this Agreement, or any positions which may be established during the life of this Agreement, excluding elective, supervisory and administrative positions, shall be subject to negotiations between the Employer and the Union. In the event that the parties are unable to agree as to the classification and rate of pay for the job in question, such disputes shall be submitted to Step 2 of the grievance procedure contained within this Agreement.

Section 4. Interpreter Pay – Effective the pay period following the designation of qualified positions, the Employer agrees to provide additional compensation for employees who use a second language during the course of their job responsibilities. Employees who use a second language in conjunction with their normal job duties shall receive an additional pay premium of thirty dollars (\$30.00) per pay period. The Employer reserves the right to determine which employees, based on certification, will be identified as interpreters for the Employer. Fluency determination shall not be subject to the grievance procedure.

Section 5. Enhanced differential - A differential in the amount of eighty (\$80.00) dollars per pay period will be paid out when the volume or complexity of an employee's work is above the norm for the position but is not considered working out of class. An employee may volunteer for an assignment that may qualify for an enhanced differential. When an employee's work returns to regular status the enhanced differential will end. The Employees will receive a two week notice of this change. Examples of this may include specialized programs, increased caseloads, or special projects. Enhanced differentials must be approved by the Director of Human Resources and the Executive Director.

Section 6. Salary Adjustment - Effective January 1, 2022 employees who fall within the perimeters in Schedule "B" will receive an increase in pay or a lump sum payment as shown in Schedule "B" within this Agreement. Lump sum payments will be paid out in a separate check less taxes from payroll.

Section 7. Annual Merit Increases - Any disputes regarding merit pay, including but not limited to, disputes regarding the receipt or non-receipt of merit pay, will be referred to the Labor Management Committee and are not subject to the grievance procedure outlined in Article 23. If any dispute cannot be resolved by consensus among the members of the Committee, the Employer's decision shall be final.

Employees under the maximum salary range will receive the following salary increases based on the overall performance review score for the year reviewed:

7.1 Employees whose overall score is “meeting standard” will receive a three percent (3%) salary increase.

7.2 Employees whose overall score is “exceeds” or better will receive a five percent (5%) salary increase.

Employees whose salary reaches the maximum salary range after ratification or during the term of this Agreement will be placed at the maximum salary range, not to exceed, the maximum salary listed in Schedule A. Annual merit compensation will be paid as a lump sum payment based on their annual salary for the year reviewed.

7.3 Employees whose overall score is “meeting standard” will receive a three percent (3%) lump sum.

7.4 Employees whose overall score is “exceeds” or better will receive a five percent (5%) lump sum.

Employees who are below the maximum salary range but during their review hit the maximum salary, will be placed at the maximum salary range and the salary merit will be paid out in a lump sum payment-based on their annual salary for the year reviewed.

All lump sum payments will be paid out in a separate check less taxes, from payroll.

Further, on or before June 2024, the VHA will do a market salary survey of OPEIU positions. The format of the survey and the resulting data will be shared with the union bargaining team and serve as a resource in determining salary range adjustments appropriate in the next negotiated contract. The study will include comparable positions in Oregon and SW Washington, King Co, Tacoma, Bremerton, and Seattle Housing Authorities will also be included.

Section 8. New Hire Increase – All newly hired employees performing at a satisfactory level as indicated on their performance review will receive a two and one-half percent (2.5%) increase after six (6) months in their new position.

Section 9. Promotional Increase – Employees who are promoted to a new pay grade will receive a minimum of five percent (5%) increase or will be placed in the minimum salary range, whatever is greater.

Section 10. Longevity Pay – Longevity pay will be based upon the length of service for each eligible employee upon meeting their tenth (10th) year of service; fifteenth (15th) year of service; twentieth (20th) year of service; and twenty-fifth (25th) year of service. Each regular full-time or part-time employee who completes this length of service with the Vancouver Housing Authority will receive five hundred dollars (\$500.00) longevity pay on their anniversary date.

ARTICLE 11. PERFORMANCE REVIEW

Section 1. The Employer agrees to conduct performance reviews for regular employees at least annually on June 1 of each year. The performance review is intended to provide employees with clear expectations and feedback regarding their job performance; discuss goals for job enrichment and skill building; identify areas for performance improvement; and to promote communication between employees, their Supervisor, and the Employer.

Section 2. Probationary employees shall receive an informal verbal performance review after three (3) months of employment; and a written performance review after six (6) months of employment. Employees who promote into a new position will receive a performance review after six (6) months in their new position and annually thereafter.

Section 3. The Employer shall provide to employees the Performance Review Employee Self Evaluation form at least one (1) month prior to the employee's actual review and which shall be submitted to the employees Supervisor two (2) weeks prior to their annual review date. Performance reviews shall be completed by the employee's Supervisor within thirty (30) days of the employee's annual review date. Exceptions may be made for delays due to time off, delay of employee self-evaluation completion, and other mitigating circumstances. Performance reviews delayed beyond the sixty (60) days of the annual review date shall be reported to the Union and the Executive Director. If the employee has transferred from one Supervisor to another within the last six (6) months, the employee's immediate Supervisor and the past immediate Supervisor shall collaborate on the evaluation.

Section 4. Any employee may write a rebuttal to or appeal of their performance review. Performance reviews, including employee comments and reasonable rebuttal materials shall be retained as part of the employee's personnel file. The Employer shall strictly guard the confidentiality of employee's performance evaluation subject to the state and federal public records requirements.

4.1 Employee appeals on Performance Reviews shall be submitted, reviewed, heard and considered by both the Director of Human Resources and the Union Representative within five (5) days, or as soon as reasonably possible, of receipt of said appeal. The Director of Human Resources shall respond to the employee's appeal within ten (10) days of meeting with the employee. Appeals where merit pay is concerned, Article 10 Section 6 would apply.

Section 5. Any other provision of this Agreement notwithstanding, an arbitrator shall have no authority to give an employee merit pay on the basis of any performance review.

ARTICLE 12. CALL-BACK PAY

Employees who have completed their regular shift and are on their way home, or at home and are required to work other than a continuation of their shift, shall be paid one and one-half (1 1/2) times the employee's regular hourly rate. Any call-back shall be a minimum of two (2) hours.

ARTICLE 13. OVERTIME PAY

Section 1. The Employer will attempt to meet its overtime requirements on a voluntary basis among the employees and, in the event there are insufficient volunteers to meet the requirements, the Employer may require the necessary employees to work.

Section 2. Any employee working outside of his or her assigned shift will be compensated at the rate of one and one-half (1.5) times the employee's regular hourly rate for the first eight (8) hours over forty (40) hours in a work week, and thereafter at double (2) time. For the purposes of calculating overtime, the workweek begins at 12:01 a.m. Monday.

Section 3. An employee working a 9x8 alternate workweek schedule shall calculate overtime beginning at 12:00 p.m. Friday: unless mandatory overtime is required.

ARTICLE 14. WORKING OUT OF CLASS

An employee shall be eligible for out of class pay when:

- Assigned to perform the essential duties and responsibilities of a higher-level classification which are not within the normal level of the employee's regular job duties or required skills and abilities.
- Such assignment is for a period of five (5) or more days,
- Such assignment is not voluntary (i.e. the employee did not ask for the assignment),
- Such assignment is approved in writing by the Executive Director.

Out of class assignments may be made to a vacant position or one that is temporarily vacant by virtue of the absence of the incumbent due to leave or training, or for special assignment. An employee working out of class will be paid a five (5%) percent differential for the duration of their out of class assignment excluding paid time off which will be paid at their former position rate.

Out of class assignments do not apply to voluntary training opportunities offered to or requested by employees to enhance skills and increase promotional opportunities.

ARTICLE 15. POSTING OF JOBS.

Section 1. It is the intent of the Employer to fill job vacancies from qualified applicants within the Vancouver Housing Authority before hiring new employees, providing the employees who apply have the required qualifications for the particular job.

Section 2. When a job vacancy occurs, the Employer will post the job electronically for the duration of the job opening, noting the description, salary range, and qualifications.

Section 3. Applications received from all applicants will be measured against the requirements for the job. The Employer intends to hire the best qualified applicant for the job; if two (2) candidates are equally qualified and one (1) is an internal applicant and the other an external applicant, the Employer will hire the internal applicant.

Section 4. Employees selected for new positions will have a ninety (90) day evaluation period. During the first thirty (30) days of this evaluation period if the employee or the hiring Manager determines that the new position is not a good fit for the employee, the employee may return to their previous position or another position of comparable grade, based on the needs of the organization, as determined by management.

Section 5. All employees will be notified by the hiring Manager and/or Human Resources as to the outcome of their job bid.

ARTICLE 16. LAYOFF AND RECALL

Section 1. The Employer may lay off an employee based on the elimination of an employee's position due to lack of work, lack of funds, reorganization, elimination of program to which the employee is assigned, or other similar reasons. In the event that reduction of personnel is necessary, the Employer will notify the Union of any layoffs or elimination of jobs and will meet and confer with the Union, if the Union so requests, prior to implementing the layoff decision.

Section 2. Employees will be provided with two (2) weeks' notice prior to termination due to a reduction in force. Employees who are laid off due to a reduction in force and who do not receive two (2) weeks' notice will be paid for each day in lieu of notice up to a maximum of two (2) weeks.

Section 3. Employees who would otherwise be laid off, may by seniority bump the lowest senior employee within the bargaining unit into any remaining job for which they are qualified, that is at an equal or lower grade than their current position. Assuming that the bidding employee is qualified to do the job, has greater bargaining unit seniority to the incumbent, and is equivalent in job performance (as indicated by performance reviews in current position). Bumped employees shall have the same rights as if they were laid off.

Section 4. Any laid off employee will be placed on a recall list for a period of twelve (12) months. If a position becomes available during the recall period, employees who have been laid off will be rehired in inverse order of layoff (last out, first back), provided that they are qualified to do the job and were meeting the standard of performance in the position they vacated. It is the responsibility of the persons on the recall list to keep the Employer's Human Resources staff apprised of their current address and telephone number. Any notice of reemployment to an employee who has been laid off will be made by registered mail to the last known address of such laid-off employee. In the event that correspondence from the Employer to the employee is returned unclaimed, the name will be removed from the recall list.

Section 5. Prior to hiring from the outside, employees who have been laid off will be rehired in inverse order of layoff (last out, first back), provided that they are qualified to do the open job, and were meeting the standard of performance in the position they vacated, and have higher seniority than any other former employee who may be considered for the job.

Section 6. Employer will continue medical benefits of laid off employees for not less than thirty (30) days following the effective date of layoff.

ARTICLE 17. ANNUAL LEAVE

Section 1. General Provisions: Paid Annual Leave provides compensated time off for the employee to use as they determine best fits their personal needs

Section 2. Eligibility: All full-time regular employees are eligible for Annual Leave time. Part time regular employees who are regularly scheduled to work more than twenty (20) hours per week are eligible for Annual and Leave Time.

Section 3. Accrual: Annual Leave Time begins to accrue on the first day of employment. It may be used as it is earned except during the probationary period. No accrual shall occur during unpaid leave. Annual Leave Time accrual will be based on the number of regular hours worked. Leave cannot be used until accrued and must be available in the employee's account before available to use. Hours accrued in a pay period cannot be used in the same pay period.

Section 4. Accrual Rates: Annual Leave Time shall be accrued on the following basis for regular full -time employees and prorated based on normal hours worked per day for regular part-time employees. Employees who work a partial pay period will accrue Annual Leave Time on a pro-rata basis for the number of hours worked during the pay period.

Full time employees will earn Annual Leave Time according to the following schedule:

Years of service	Hours\ Pay Period	Hours\ Year	Days\ Year
0-1	3.66	88	11
2-4	4.33	104	13
5-9	5.33	128	16
10-14	6.66	160	20
15-19	7.66	184	23
20+	8.66	208	26

Section 5. Use of Annual Leave.

A. Employees working full-time must use forty (40) hours of Annual Leave Time in the second (2nd) through seventh (7th) year for "rest and relaxation". Beginning in the eighth (8th) year of employment, employees must use eighty (80) hours of Annual Leave Time for "rest and relaxation". Part-time employees must use a pro rata amount of Annual Leave Time for "rest and relaxation" on tenure listed above. This time must be used within the calendar year. Any exceptions to this provision must be approved by the Director of Human Resources and the Executive Director.

B. Employees must request Annual Leave Time as far in advance as possible. Every reasonable effort will be made to accommodate leave requests provided leave does not interfere with work load requirements and schedules. Annual Leave Time will be charged to the nearest one quarter (1/4) hour.

C. Annual Leave Time may be accrued up to a maximum of five hundred and twenty (520) hours. When an employee's Annual Leave hours exceed five hundred and twenty (520), they must either use hours or be paid for hours in excess of five hundred and twenty (520) at the next scheduled time for cash-out of Annual Leave.

D. Annual Leave Time can be cashed out at the employee's straight-time hourly wage rate. Employees who have successfully completed their probationary period can cash -out earned, but unused, Annual Leave at the time of termination/separation. While employed, an employee may elect to cash-out accrued but unused Annual Leave in excess of two hundred (200) hours at a designated time during each Calendar year.

ARTICLE 18. SICK LEAVE

Section 1. Full time employees shall accrue sick leave at the rate of eight (8) hours per month and prorated based on normal hours worked per week for part-time employees. Sick leave may be accumulated up to the maximum of 1040 hours. All sick leave must be accrued prior to taking it. Newly hired employees may use their accrued sick leave after completing ninety (90) days of probation. In the event that the employee is sick and has no sick leave available, they can take sick leave unpaid or access annual leave time.

Section 2. Sick leave will be charged to the nearest one quarter (1/4) hour.

Section 3. An employee who is unable to report to work as scheduled because of illness, injury accident, or due to state or federal family and medical reasons, or due to any other reason protected under applicable law; shall notify the employee's immediate supervisor or designee prior to the start of their workday. If advanced notification is not able to be provided, then notice shall be given as soon as practicable.

Section 4. Employees may use sick leave to care for themselves or a family member for reasons of illness, injury, accident, medical or dental appointments or in accordance with State and Federal Family Leave Acts and State Sick and State Leave laws.

Section 5. Sick Leave shall not be accrued during a leave of absence without pay.

Section 6. When an employee has sick leave over 200 hours they can convert up to 40 hours per calendar year to Annual Leave Time.

ARTICLE 19. HOLIDAYS

Section 1. All regular employees are eligible for holiday pay. Regular part-time employees are compensated on a pro-rata basis for the average number of hours worked. To receive holiday pay, an employee must work either the normal working day before or after the holiday or be on PTO.

Section 2. All eligible employees enjoy the following legal holidays with pay:

- New Year's Day (January 1st)
- Martin Luther King Jr's Birthday (3rd Monday in January)
- Washington's Birthday (3rd Monday in February)
- Memorial Day (last Monday in May)
- Juneteenth (June 19th)
- Independence Day (July 4th)
- Labor Day (1st Monday in September)
- Indigenous Peoples Day (2nd Monday in October)
- Veterans Day (November 11th)
- Thanksgiving Day (4th Thursday in November)
- Friday After Thanksgiving
- Christmas Day (December 25th)

Section 3. Any regular holiday that falls on Saturday will be observed on the preceding Friday. Any regular holiday that falls on Sunday will be observed the following Monday.

Section 4. Any employee who is required to work on a holiday as listed in Section 2 to this agreement shall be paid double (2 times) their base rate in addition to pay for the holiday.

ARTICLE 20. OTHER LEAVES

Section 1. Medical leaves of absence will be granted in accordance with applicable federal and state law. Duration of leave, service and benefits continuation, and return to work provisions will be dependent on applicable law governing the leave. Medical leave will be paid as long as the employee has Sick Leave available. After an employee has exhausted their Sick Leave; medical leave will be unpaid. A leave of absence resulting from an industrial injury will be paid through Worker's Compensation benefits, if approved, and any accrued Sick Leave, as long as total compensation does not exceed one hundred percent (100%) of regular base salary.

Section 2. Leave for military service will be granted in accordance with federal and state law. Compensation and reinstatement upon return from military service will also be determined by applicable federal and state law. Employees are required to provide their Supervisor with copies of military orders as soon as possible after they are received.

Section 3. Upon receipt of a jury summons, an employee is to notify their Supervisor of such summons and of the dates the employee is required to be absent. The employee will be excused from work responsibilities during such period of time that attendance is required in order to fulfill their jury duty responsibilities. The employee's pay will be continued, but the jury fee (except for mileage or other court reimbursement of expenses) shall be refunded to the Employer. In order to receive the benefits under this provision, an employee is required to call their Supervisor or the Supervisor's designee to determine if the employee should return to work on that day if the employee's jury duty responsibilities are completed prior to the end of the work day.

Section 4. Regular full-time and part-time employees may request, in writing, an unpaid personal leave of absence for up to forty-five (45) days to attend extended training (including Union training), for family emergencies, and for other personal reasons. Extensions to personal leave of absence may be requested, up to an additional forty-five (45) days. Unpaid personal leaves will be granted at the Employer's discretion. Except in special circumstances, unpaid personal leaves will not be granted to employees who have not completed their probationary period. Unpaid personal leaves will not be granted until all accrued unused Annual Leave has been exhausted.

Section 5. An employee returning to work following a leave of absence will be reinstated in accordance with applicable federal and state laws governing the leave. If the leave is not governed by law, the employee will be reinstated to the position held at the time of leave, or if that position is filled, to a position of like status and pay.

Section 6. Bereavement Leave: Employees shall be granted up to three (3) working days' (maximum of eight (8) hours per day) paid Administrative leave upon the death of an immediate family member. This time will normally be used within two (2) weeks from the time of death. Immediate family member includes: spouse, domestic partner, father, mother stepparent, , foster parent, brother, step-brother. sister, step-sister, stepchild, child, foster child, child for whom the employee has parenting responsibility, grandparents, grandchild, aunt, uncle, nephew, niece, or a member of the employee's immediate household. This extends to similar members of the spouse or domestic partners family.

ARTICLE 21. EMPLOYEE INSURANCE

Section 1. Insurance eligibility and coverage limits shall be in accordance with current negotiated benefit contracts.

Section 2. The Employer agrees to maintain the premium to provide each eligible employee with a life insurance policy.

Section 3. The Employer "piggy backs" on the City of Vancouver's medical, dental and vision insurance policies. The Employer has the right to select insurance carriers other than those provided by the City of Vancouver provided that at least two (2) medical plans will be offered and that the aggregate schedule of benefits will not be substantially changed.

Section 4. Healthcare Premiums. The calculation for healthcare premiums shall be a composite rate based on the combined total of the annual employee selection for medical and vision coverage; then equally divided amongst the total number of participants within the bargaining unit effective January 1 each year.

Effective January 1, 2022, for the duration of this Agreement the Employer's financial commitment to funding healthcare benefits shall be limited per the Per Employee Per Month (PEPM) budget. The PEPM composite budget amount for the Employer shall be one thousand three hundred dollars (\$1,300.00) per month; unless as described below.

All bargaining unit employees shall be responsible for contributing six percent (6%) of the total monthly composite cost for medical and vision coverage each year as determined via the calculation described above. Should the composite cost for medical and vision coverage exceed the total of one thousand three hundred dollars (\$1,300.00) plus the six percent (6%) employee contribution, then both the Employer and the employee shall share in the excess cost on a 50/50 basis.

Employees who elect to Opt-Out of medical coverage who work thirty (30) or more hours per week will receive two hundred dollars (\$200.00) per month in lieu of medical benefits. Employees who work twenty (20) to twenty-nine (29) hours per week will receive one hundred dollars (\$100.00) per month in lieu of medical coverage. Employees will be required to be enrolled in another group coverage and provide proof of coverage at the time of hire and annually during open enrollment.

Employees who elect Opt-Out of dental coverage who work thirty (30) or more hours per week will receive twenty dollars (\$20.00) per month in lieu of dental benefits. Employees who work twenty (20) to twenty-nine (29) hours per week will receive ten dollars (\$10.00) per month in lieu of dental coverage. Employees will be required to provide proof of other dental coverage at the time of hire and annually during open enrollment.

Section 5. The Employer agrees to pay one hundred (100%) of the premium cost for employee and dependent dental insurance for eligible employees and their dependents through Washington Dental Service or Kaiser basic plans, or their successors. Additional dental premium expenses necessary to “buy up” to the enriched dental plan are the responsibility of the employee.

Section 6. The Employer agrees to pay for the cost of long-term disability insurance for each eligible employee.

Section 7. For part-time employees, the Employer will pay a portion of the Employer cost of medical, dental and vision insurance as described in the following table:

Scheduled weekly hours	Percentage paid by Employer	Percentage paid by employee
30 to 40	100	0
20 to 29	75	25

Section 8. The Employer "piggy backs" on the City of Vancouver short term disability policy. Employees hired after 4/1/09 are eligible for short term disability paid for by the Employer.

ARTICLE 22. LABOR MANAGEMENT COMMITTEE

The Employer and the Union agree to establish a labor-management committee which will meet on a regular basis as agreed upon by the Employer and the Union. The committee shall include one (1) bargaining unit member, the Union Business Representative or designee, Employer Director of Human Resources, and one (1) VHA representative up to a combined maximum total of four (4) assigned members. Topics to be address at the Labor-Management Committee may be: issues not covered by this Agreement, clarification of interpretation of this Agreement, review of classification or job description, items related to mandatory bargaining subjects, or other such items the committee deems appropriate. Other Employer and/or bargaining unit staff may participate to provide advice and/or perspective, but they will not be voting members of the committee.

ARTICLE 23. RETIREMENT PLAN

All eligible employees of the Employer shall participate in the Washington Public Employees' Retirement System.

ARTICLE 24. GRIEVANCE PROCEDURE

Section 1. The purpose of the grievance procedure is to establish an effective procedure for the fair, orderly, and expeditious settlement of disputes. For the purposes of this Agreement, the term "grievance" means any dispute between the Employer and the Union or an employee concerning the application or interpretation of an express provision(s) of this Agreement.

Section 2. A grievance may move to any level in the grievance procedure by written mutual agreement of the parties.

Section 3. The parties agree that it is desirable to resolve issues informally with the first level Supervisors or others, as appropriate, and to settle issues at the lowest level possible. Prior to using the formal grievance procedure set forth below, the issue will be presented verbally to the employee's Supervisor within five (5) working days of when the employee knew or should have known of the alleged breach of the Agreement. The employee and the Supervisor will make every effort to resolve the issue. During the informal process, either party may give notice to the Union Steward that the informal process has ended, in which case the Steward shall have such time as specified in Step 1 to render the grievance to writing.

For the purpose of this Agreement, working days are counted beginning with the first working day following the filing of a grievance, or of notice of moving the grievance to the next step.

Step 1. If the issue is not satisfactorily resolved in the above process, the Steward will reduce the grievance to writing and submit it to the employee's immediate Supervisor and Department Manager (Supervisor provides copy to Human Resources) within ten (10) working days of notice specified in Section 3. The written grievance must be signed and dated and include a clear and concise statement of the grievance and the facts upon which it is based, the specific provisions of this Agreement which the grievant believes have been violated, and the specific remedy sought. Within five (5) working days of receiving the grievance, the Department Head will notify the employee and the Steward in writing of their decision on the grievance.

Step 2. If the grievance is unresolved in Step 1, the Union will notify the Executive Director or their designee within five (5) working days after the decision set forth in Step 1 of their intent to proceed with the grievance. Within ten (10) working days of notice of intent to proceed to Step 2, the Employer and the Union will convene a meeting to attempt to resolve the grievance at this step. Within five (5) working days following the meeting, the Executive Director or designee will notify the employee's Union Representative, in writing, of the decision. Copies will be transmitted to the employee, the Department Head and Human Resources.

If the grievance is not able to be resolved at this step, the Employer or the Union may move to the arbitration process at Step 3. Within ten (10) working days of receiving the decision of the Employer, the Union will notify the Employer of their intent to move the grievance to the arbitration process.

Step 3. The Union and the Employer may mutually select a neutral third party to serve as arbitrator or they may request the Federal Mediation and Conciliation Service (FMCS) to provide a list of the names of seven (7) Arbitrators. The parties may select an Arbitrator from this list by mutual agreement within five (5) working days of receiving the list. Absent mutual agreement, the Arbitrator will be chosen by the method of alternate striking to be determined by lot. The final name left on the list shall be the Arbitrator.

Section 4. The Arbitrator will render a decision within thirty (30) days of the arbitration hearing. The decision will be final and binding upon both parties. The expenses and fees relative to the services of the Arbitrator will be borne equally by the Union and the Employer.

Section 5. If a grievance is not advanced by the employee or the Union in accordance with the time limits set forth within this procedure, the grievance will be considered waived. If the grievance is not advanced by the Employer in accordance with the time limits set forth within this procedure, the grievance will automatically advance to the next step in the grievance procedure. The parties may mutually agree, in writing, to extend the time limits for a given step for a specified period of time.

Notwithstanding references to specific Union titles above, the Union Representative may be involved at any of the formal or informal steps described above.

ARTICLE 25. EMPLOYEE DISCIPLINE AND TERMINATION

Section 1. The Employer may discipline or discharge any newly hired employee at any time during the probation period, with or without cause, and such discipline shall not be subject to the grievance procedure.

Section 2. The Employer has the right to discipline any employee for cause. Disciplinary measures may include any of the following: verbal warning, written warning, probation, suspension with or without pay, demotion or reassignment, or discharge.

Section 3. Employees will be advised of their right to Union representation during any investigatory interview or meeting which could reasonably be expected to lead to disciplinary action.

Section 4. No employee will be discharged or suspended without pay without cause. Before discharging an employee, the Employer will first give the employee prior written notice that the employee's job performance is unsatisfactory and that their job is in jeopardy.

Section 5. However, the Employer is not required to, but may if it wishes, give prior notice for any of the following: Possession, use and/or distribution of illegal drugs, or being under the influence of illegal drugs or alcohol on the Employer's premises or during work hours, on or off the premises; insubordination or disobedience; gross negligence; dishonesty (e.g. lying or falsification of records); theft of time (e.g. falsification of time records) or property (e.g. anything not belonging to the employee); deliberate or grossly negligent destruction of or damage to the property of the Employer, its clients, or other employees; fighting or threatening or attempting bodily injury to anyone while on the premises or during work hours, on or off premises; bringing firearms onto the premises or having them in possession during work hours, on or off the premises; sexual or racial harassment or any kind of abusive language or treatment of other employees or of clients; any gross or willful violation of the Employer's policies.

Section 6. In the case of suspension without pay or discharge, the employee will be provided with a written statement setting forth the reason(s) for such action and the employee is entitled to respond to the reasons and form of discipline.

Section 7. If an employee is suspended prior to or during an investigation, the employee's pay status will depend on the outcome of the investigation and/or disciplinary action. If the investigation substantiates the disciplinary action, the suspension will be without pay. If the investigation does not substantiate the disciplinary action, the suspension will be with pay.

Section 8. The Union shall be supplied copies of written warnings and disciplinary letters.

Section 9. Written warnings and disciplinary letters will be removed from the employee's personnel file one (1) year after meeting the requirements set forth in the warning or letter. Thereafter, such information will only be used to indicate trends in behavior or performance.

ARTICLE 26. NON-DISCRIMINATION

Neither the Union nor the Employer in performing their obligations under this Agreement shall discriminate, be arbitrary or capricious in matters of hiring, promotion, transfer, layoff, discharge or otherwise.

ARTICLE 27. EMPLOYER'S EMPLOYEE HANDBOOK

All other rules and regulations of employment are covered by the Employer's Employee Handbook. In the event of conflict between the Agreement and the Employer's Employee Handbook, the terms and conditions of the Agreement shall prevail.

ARTICLE 28. CONTRACTING OUT AND USE OF ALTERNATIVE WORKERS

Section 1. The Employer may, at its sole discretion, contract out work provided that such activity does not result in the layoff or reduction in grade of any bargaining unit employee that is working for the Employer as of the date of ratification of the 2022 Agreement. Employees hired after that date may be laid off or reduced in grade as a result of subcontracting, so long as the Employer utilizes the following process:

In the event the sub-contract will result in a layoff or reduction in grade, the Employer will provide the Union with sixty (60) days advance notice in order to discuss alternatives. The

Employer may thereafter; proceed with the contracting if it is based on operational need and/or economic efficiency. Upon request, the Employer will bargain the effects of the sub-contract with the Union.

Section 2. The Employer may, in its sole discretion, make use of various alternative workers for training, rehabilitative, societal or other purposes including residents, volunteers, offenders, youth programs, interns, senior citizens, and the disabled, provided such activity does not result in the layoff of bargaining unit employees.

ARTICLE 29. SEPARABILITY CLAUSE

In the event that any provision of this Agreement shall be determined to be illegal or in violation of any Federal or State law or regulation, whether by judicial or administrative determination, that portion of the contract shall be deemed excised from this Agreement and all other portions, unless dependent upon the excised portion of the contract shall remain in full force and effect.

ARTICLE 30. ENTIRE AGREEMENT

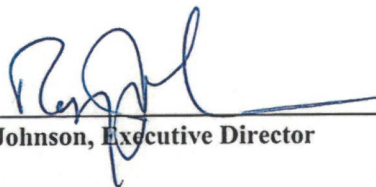
During the negotiations which resulted in this Agreement, each party had the opportunity to freely make proposals and discuss issues deemed important to the collective bargaining agreement. This Agreement supersedes and cancels all previous written or verbal agreements between the parties and supersedes any practices or policies of the Employer that may be different than the specific provision of the Agreement. During the life of this Agreement, neither party is obligated to bargain over any matter other than the application of the express provisions of this Agreement except that, upon mutual agreement of both parties, an amendment or supplemental agreement may be entered into provided it is executed in writing and signed by both parties.

ARTICLE 31. DURATION OF AGREEMENT

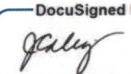
This Agreement shall become effective January 1, 2022, and shall remain in full force and effect until December 31, 2024, and shall continue in effect from year to year thereafter unless either party gives notice in writing at least sixty (60) days prior to any expiration or modification date of its desire to terminate or modify such Agreement. If no such notice is given, the Agreement shall, in any event, remain in effect until a new Agreement is signed.

Agreed to this 17 day in December, 2021

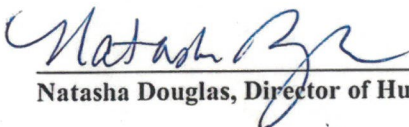
VANCOUVER HOUSING AUTHORITY




Roy Johnson, Executive Director

DocuSigned by:


Joan Caley, Chair of the Board



Natasha Douglas, Director of Human Resources

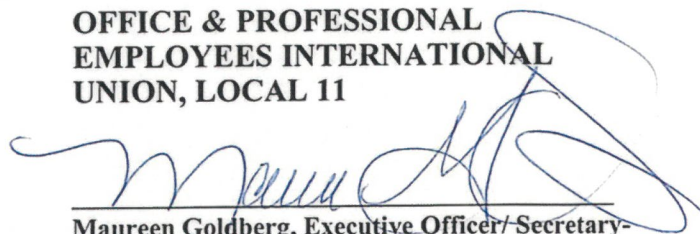


Andy Silver, Chief Operating Officer



April Soffner, Human Resources Specialist


OFFICE & PROFESSIONAL
EMPLOYEES INTERNATIONAL
UNION, LOCAL 11



Maureen Goldberg, Executive Officer/Secretary-Treasurer



Karyn Morrison, OPEIU Union Representative



Crystalyn Black, OPEIU Local 11 Union Steward



Cheryl Steen, OPEIU Local 11 Union Member

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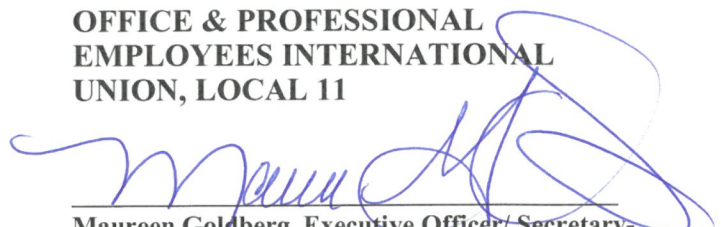


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**OFFICE & PROFESSIONAL
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Maureen Goldberg, Executive Officer/ Secretary-
Treasurer



Karyn Morrison, OPEIU Union Representative



Crystalyn Black, OPEIU Local 11 Union Steward



Cheryl Steen, OPEIU Local 11 Union Member

Schedule "A"

Effective 1/1/2022 through 12/31/2024

Position	Grade	Minimum	Maximum
Voucher Compliance & Reporting Specialist	10	4128	5814
	9	3854	5537
Voucher Specialist 2 Inspector Administrative Assistant Payroll/Benefits Specialist Service Coordinator 2	8	3670	5273
Service Coordinator 1 Accounting Tech 2 Sr. Accounting Tech	7	3509	5008
	6	3356	4757
Accounting Tech 1	5	3208	4517
Property Assistant Voucher Specialist 1 Administrative Specialist	4	3069	4291
Customer Service Rep Leasing Assistant Staff Support On-Site Coordinator	3	2934	4074
Voucher Assistant	2	2806	3868
Accounting Assistant	1	2705	3650

SCHEDULE "B"

Salary Adjustment: Effective January 1, 2022 employees who fall within the following perimeters will receive the following changes in pay and or a lump sum payment. Lump sum payments will be paid out in a separate check less taxes from payroll.

Positions	Will receive a four percent (4%) monthly salary increase	Will receive a four percent (4%) lump sum payment based on Employee's annual income.
Voucher Compliance and Reporting Specialist	Less than 5252	More than 5252
Voucher Specialist 2 Inspector Administrative Assistant Payroll/Benefits Specialist Service Coordinator 2	Less than 4738	More than 4738
Service Coordinator 1 Accounting Tech 2	Less than 4508	More than 4508
Property Assistant Voucher Specialist 1 Administrative Specialist	Less than 3883	More than 3883
Customer Service Rep Leasing Assistant	Less than 3694	More than 3694
Voucher Assistant	Less than 3514	More than 3514