

AGREEMENT

between

KING COUNTY HOUSING AUTHORITY

and

SEATTLE/KING COUNTY BUILDING & CONSTRUCTION TRADES COUNCIL

November 1, 2018 – October 31, 2020

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

ARTICLE 1. RECOGNITION

The Authority recognizes the Council as the collective bargaining representative for all Authority maintenance employee positions listed in Article 6 (Wages And Classifications) Section 1. This recognition and representation excludes managers, assistant managers, administrators, area supervisors, and clerks. For purposes of this Agreement, members of the bargaining unit will hereinafter be referred to as an "employee" or collectively "employees." This Agreement governs wages, hours and other conditions of employment for employees performing maintenance work at buildings owned and/or operated by the Authority and using equipment owned and/or leased by the Authority.

ARTICLE 2. UNION REPRESENTATION

Section 1. The Authority will inform new bargaining unit employees of the Council's status as the exclusive bargaining representative. Employees have the right to become a member of the appropriate Affiliate Union representing their position.

Section 2. The Affiliate Union will notify the Authority of its dues schedule and subsequent changes as necessary. The Authority agrees to deduct monthly union dues levied for those employees who voluntarily request in writing that such dues be deducted. All such deducted amounts shall be forwarded by the Authority to the appropriate Affiliate Union. An employee may cancel his/her payroll deduction of dues or fees upon written notice to the Affiliate Union and the Authority. The Authority and the Affiliate Union agree to communicate as soon as practicable upon receiving notice from an employee. Every effort will be made to end the deduction effective on the first payroll, but not later than the second payroll, after the receipt of notice.

Section 3. The Council agrees to indemnify and hold the Authority harmless against any and all claims, suits, orders or other judgments, including all costs and attorney fees, involving the Authority arising from or related to any action taken by the Authority under the provisions of this Article.

Section 4. Employee New Hire Notification and Engagement

1. The Authority will provide written notification to the Council of new hires and rehires in bargaining unit positions within five (5) working days of the date of hire or as soon as practicable. This notice shall include:

First and last name
Home address
Home phone number (if the member wants to provide it)
Work e-mail address
Job classification/title
Department
Work location

Date of hire
Rate of pay
FTE status

2. **New Employee Orientation, Union Presentation:** The Authority agrees to continue New Employee Orientation to allow the Affiliate Unions to meet new members. No later than the Friday prior to an Orientation, the Authority will email to the Council a list of names of employees who shall be attending and are assigned to one of the Affiliate Unions.

3. **Release Time for New Employees:** The Authority shall provide each new bargaining unit member thirty (30) minutes of release time to meet with the Affiliate Union at New Hire Orientation.

Section 5. **Public Records Request:** If the Authority receives a public records request for personal information specifically for the entire membership of the Union working for the Authority, the Authority shall notify the Union as soon as possible and prior to the release of the information.

ARTICLE 3. DEFINITIONS

Section 1. **Probationary Employee:** Newly hired employees shall have a six (6) month introductory period. The Authority shall have the right to extend the introductory period for up to thirty (30) additional days but shall provide regular evaluations to introductory employees and prior notice and explanation to an affected employee if an introductory period is to be extended. Introductory employees may not request a transfer or apply for vacant positions or participate in a Tuition Assistance program (if any). Otherwise, during the six (6) month introductory period such employees shall be entitled to all the rights, privileges and benefits of this Agreement, except that the Council shall not have the right to challenge termination of an introductory employee through the grievance procedure. Authority-paid medical, vision, dental, life and disability benefits, and employee-paid Accidental Death & Dismemberment Insurance, shall be as set forth in Article 12 (Insurance Benefit Programs and Pension Plans).

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

Section 3. **Part-time Employee:** Part-time employees are those employees on a regular schedule of less than forty (40) hours per week. All regular part-time employees shall receive all benefits of this Agreement from the date of hire subject to the provisions of Section 1, prorated to the proportion of hours worked versus full-time hours (including, but not limited to, sick leave, vacations, holidays) except that medical, vision, and dental insurance shall be as described in Article 12 (Insurance Benefit Programs and Pension). Employees who work less than eighty (80) hours a month shall not receive medical, vision, or dental benefits. Life and disability insurance shall be based on earnings.

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

employees or avoiding filling regular full-time or regular part-time positions.

Effective with the date of this Agreement, no temporary employee shall be employed for longer than twenty four (24) consecutive months. This limit may be waived with the written agreement of the Authority and the Council.

The Authority will fill temporary positions by first seeking candidates from the Council. The Council agrees to refer competent journey level tradespeople to the Authority to fill temporary positions as needed by the Authority within seventy two (72) hours of a request by the Authority. This time period may be extended by the mutual agreement of the Council and the Authority. The Authority reserves the right to reject any referral at its sole discretion and terminate the employment of any temporary employee in accordance with the terms of the Authority's Personnel Policies and Procedures. Temporary employees referred by the appropriate Affiliate Union and eligible for hire will be paid for a minimum of four hours at the prevailing union rate appropriate for the trade or craft that is sought by the Authority. Retired employees of the Authority may be dispatched by the appropriate Affiliate Union at the direction of the Authority and, if so directed by the Authority, will have priority over other referral candidates for temporary openings.

If the Affiliate Union is unable to refer competent tradespeople within the agreed upon time frame, the Authority may recruit from any source available to fill the position. Such employees will be entitled to terms and conditions of this Agreement except that they may be terminated when the absence, organizational or emergent business need which created the need for their temporary employment ends. They will also not be subject to the terms and conditions of Article 15 (Reduction in Force) but may be eligible for unemployment compensation as determined by the State of Washington.

Section 5. Seasonal Employees: The Authority may hire seasonal workers from May 15 to November 15 for grounds maintenance work. They will be paid \$14.00 per hour during their first season of employment and \$15.00 per hour thereafter. Authority residents will have first priority for hiring and will be recruited and hired according to the Authority's Policies and Procedures.

Section 6. Nothing in this article shall preclude the Authority from temporarily subcontracting work as an alternative to temporary or seasonal hiring.

ARTICLE 4. HIRING PROCESS

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

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

Section 3. Regional Maintenance Mechanics hired by the Authority, or other employees promoted to Regional Maintenance Mechanic by the Authority, must qualify as a journeyman and have the right to join the appropriate Affiliate Union for any one of the following trades: carpenters, electricians, painters, or plumbers. Employees who are promoted by the

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

ARTICLE 5. NON-DISCRIMINATION

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

ARTICLE 6. WAGES AND CLASSIFICATIONS

Section 1. "Exhibit A" attached hereto, and made a part of this Agreement, is the wage schedule which shall be effective on the dates indicated herein.

Section 2. The wage rates in Exhibit A are adjusted to reflect a 3.6% increase in the cost of living for all bargaining unit members excluding those classified as landscaper/cleaners. The wage rate for bargaining unit members classified as landscaper/cleaners reflects a 6% increase in the cost of living. Wage rates shall be effective from November 10, 2018 until November 8, 2019. Any retroactive pay owed to employees for the period of time between November 10, 2018 and the effective date of this Agreement shall be paid in the manner which, in the sole discretion of the Authority, reduces employees' exposure to adverse tax consequences. Employees who use direct deposit may convert to the paycheck method of payment with a minimum of ten (10) days' advance written or email notice to the payroll office.

Section 3 Wage rates will be adjusted effective November 9, 2019 to November 13, 2020 based on the annualized consumer price index increase for Urban Wage Earners and Clerical Workers (CPI-W) in the Seattle-Tacoma area as issued by the U.S. Department of Labor, Bureau of Labor Statistics calculated using the first half of calendar year 2019 unless the Authority determines revenues are unavailable to fund this increase. This Agreement will be re-opened for wage rate bargaining only if the wage rate increase described in this section does not occur.

Section 4. The Authority may select Site Based Maintenance Mechanics, Laborers, and Landscaper/Cleaners for training opportunities with its Regional Crew. These Regional Maintenance Mechanic Trainees ("Trainees") shall begin their training program ("RMM Training Program") at the Regional Maintenance Mechanic Trainee 1 classification but shall not be paid less than the hourly rate they earned prior to their selection as Trainee. Their hourly rate of pay shall be frozen and not increased until they have satisfactorily progressed to the Trainee classification which exceeds the frozen rate of pay. The Authority retains the complete discretion to select or hire those individuals for the RMM Training Program that will, in the sole judgment of the Authority, best serve the interests of

the Authority. The Authority is not obligated to provide or retain a regular Landscaper/Cleaner, Laborer, Site Based Maintenance Mechanic, or other position for individuals participating in the RMM Training Program nor does completion of the RMM Training Program confer any special preference (other than the skills and experience gained) in applying for a regular position. At the successful conclusion of the RMM Training Program, which will include both formal instruction and a minimum of two years on the job training, Trainees will be considered to have met the qualifications for participation in the Regional Crew as Regional Maintenance Mechanics, and their wage increased to Regional Maintenance Mechanic Step 2.

Section 5: Landscaper/Cleaners

- a. The Authority, may increase the number of Landscaper/Cleaner positions to thirty (30) for the contract year ending October 31, 2020.
- b. Landscaper/Cleaners may be assigned throughout the Authority's developments or regions. No current Laborer shall be reclassified as a Landscaper/Cleaner regardless of their currently assigned duties.
- c. Should the Authority in any year fill the agreed upon maximum number of Landscaper/Cleaner positions, the Council agrees to discuss an increase in the allowable total during the Labor/Management Committee meetings described in Article 24.(Labor - Management Committee And Communications)

If the Authority purchases new properties or assumes management of additional properties, it shall notify the Council of its intent to hire incremental Landscaper/Cleaners, if any, no later than thirty (30) days before the proposed hiring date. Any Landscaper/Cleaners hired under this subsection shall not be counted towards the number of positions listed in Section 5 (a.).

Section 6. Should the Authority fail to properly remit an employee's pay on any regularly scheduled pay date, the Authority shall reimburse the employee for any documented overdraft charges, returned check charges, late charges or other incurred fees resulting from the Authority's failure to pay on time.

Section 7. Eligibility for step increases within the Landscaper/Cleaner, Laborer and Site Based or Regional Maintenance Mechanic classifications for both newly hired and current employees shall be determined in accordance with the Authority's Personnel Policies and Procedures.

Section 8. Step increases in pay for all employees shall be granted on the basis of merit and only in accordance with the Authority's Personnel Policies and Procedures and its Performance Appraisal and Merit Pay Plan. Employees may appeal their performance appraisal or a denial of a step increase and may be represented at any appeal hearing or meeting with Authority management by a Council representative. Employees may examine their personnel file upon request to the Authority's Director of Human Resources. Employees are eligible for "Top of the Pay Range" 2% merit pay increases as described in the Authority's Merit Pay Plan. Employees at the top of their pay range for 2 or more years will be granted a one time wage rate increase of \$500 upon achievement of a "standards exceeded" qualification on their Annual performance appraisal.

Section 9. Employees possessing an electrician's license and engaged primarily in electrical work shall be paid \$2.00 per hour over their regular hourly rate.

Section 10. Employees possessing a valid Commercial Drivers License (CDL) and performing work requiring a CDL shall be paid a premium of \$1.75 per hour over their regular hourly rate for actual time performing work requiring a CDL according to the following formula:

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

ARTICLE 7. CALL-OUT ROSTER AND STANDBY PAY

Section 1. The Authority's business requires that emergency calls be responded to outside of normal working hours. For each of the three Regional maintenance offices, eligible employees shall take emergency call outs or respond to emergency work orders requests during non-working hours for a seven-day period beginning at 4:30 PM Friday and ending at 8:00AM the following Friday, except when a holiday falls on the last day of the on-call week, the on-call assignment shall end at the beginning of the last regular work day prior to the holiday. Employees on Standby status must be available to take and respond to phone calls during evenings and weekends and will be supplied with an Authority vehicle to be used for work related purposes only. All Site-Based and Regional Maintenance Mechanics, Maintenance Operations Specialists and certified Laborers shall be eligible for Standby Pay.

Section 2. Effective with the pay period beginning November 12, 2016 employees on call will be eligible for standby pay of \$250 per 7-day period plus overtime pay equal to actual hours spent on an emergency call out (or a minimum of 2 hours whichever is greater) times 1.5 times the Employee's regular rate of pay. Alternatively, Employees may, subject to the provisions of Article VI, Section 1, of this article, elect to receive compensatory time in lieu of paid overtime. Overtime pay shall be calculated on the time actually spent once the Employee is dispatched from his or her home to the work site and shall not include telephone or other time spent at home answering, responding to or investigating an emergency call out request.

Section 3. The Call-Out Roster is to be administered generally as follows:

- a. The Call-Out Roster cycle is designed to be eight (8) weeks. The Roster is to be finalized two weeks prior to its start date.
- b. Eligible employees will notify the Regional Manager or designee that they wish to be on call. Employees will be placed on the roster based on seniority. Employees on the Roster may trade with other employees for weeks on the Roster. The Employee on call must be ready and willing to assume the responsibility for responding to the call during the call-out period.

- c. If an eight week cycle does not have enough employees signed up for it prior to its finalization date, the Regional Manager or designee may ask eligible employees if they are willing to fill additional slots on the Roster. No employee may fill more than three weeks on any eight week cycle subject to the number of eligible employees within the Region.
- d. If an eight week cycle still does not have enough employees, the Regional Manager or designee will select from the pool of eligible employees starting with the least senior employee who is not on the Roster already and continuing selecting in reverse seniority until all slots are filled.

Section 4. Laborers shall be eligible for call out rosters subject to the following:

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

Section 5. Nothing in this section shall be interpreted to limit the Authority's rights as set forth in Article 18 (Management Rights) and Article 20 (Disciplinary Action) including the right to suspend employees from standby status as an appropriate disciplinary or corrective action.

ARTICLE 8. HOURS OF WORK

Section 1. Workweek-Work Schedules

- a. **Employer's Standard Workweek:** The Authority's work week begins Saturday at 12:00AM and ends the following Friday at 11:59 PM.
- b. **Standard Work Schedule:** Unless specified herein, the regular hours of work for employees in this unit shall be Monday through Friday between the hours of 6:00 a.m. and 6:30 p.m. The standard work schedule for full-time employees shall be forty (40) hours, normally worked on five (5) consecutive workdays. The Authority shall give the employee at least two (2) weeks' advance notice of shift changes. In the event of an emergency, the Authority maintains the right to temporarily change work schedules.
- c. **Alternate Work Schedule:** Upon written request by an employee and subject to the conditions set forth in the Authority's Alternative Work Schedule Policy, the Authority may authorize an alternate work schedule outside the regular hours of work and standard work schedule. Any Alternative Work Schedule involving work on either a Saturday or Sunday shall require the written approval of the Authority's Executive Director or designee. Either party may terminate the alternate work schedule with at least two (2) weeks' notice.

and return to regular working hours. A reduced notice of fewer than two (2) weeks may occur with the mutual agreement of both parties. In the event of an emergency, the Authority maintains the right to return to regular working hours without notice.

Section 2. Compressed Workweek: Employees may work four, ten hour days (4/10) or other compressed work week provided the employee's request for an alternative work schedule meets the conditions set forth in and is approved pursuant to the Authority's Alternative Work Schedule policy. The compressed workweek will operate between the hours of 6:00 a.m. and 6:30 p.m. A compressed workweek shall usually consist of four (4) consecutive days of work and three (3) consecutive days off. The Authority may alter that schedule and specifically provide for mid-week days off upon mutual agreement with the employee.

The following conditions shall apply with regard to a 4/10 compressed workweek:

- a. During a workweek with a holiday, an employee must use two (2) hours of annual leave or leave without pay for each holiday taken in order to maintain the 4/10 work schedule. Alternatively, the employee may convert to a five (5) day workweek of eight (8) hour days with the prior approval of the Authority.
- b. If a holiday falls on a regularly scheduled day off or during vacation, the employee shall receive straight time for eight (8) hours for the holiday.
- c. Full-time employees shall accrue sick leave at eight (8) hours per month and vacation as defined in Article 10 (Vacation) . Sick leave and vacation shall be paid at the rate of ten (10) hours per day to the extent accrued.

Section 3. Overtime:

- a. All time worked in excess of 40 (forty) hours per week during the Authority's standard workweek shall be considered overtime and shall be paid at a rate of time and one-half subject to prior authorization by the employee's supervisor. Employees working a standard 5 day, 40 hour work week shall be paid overtime at a rate of time and one-half for all time worked in excess of 8 hours in a single day. Employees working a 4/10 alternative work schedule shall be paid overtime at the rate of time and one-half for all time worked in excess of ten hours in a single day.
- b. For purposes of calculating overtime, hours worked shall include holiday pay but shall not include any other paid or unpaid leave time including sick and annual leave.
- c. Employees who are called back to work after their scheduled work day shall be paid at a rate of time and one-half for the hours actually worked.
- d. Overtime pay shall not normally be converted to compensatory time off except by mutual agreement between the employee and the Authority and only in circumstances where the Authority determines, in its sole discretion, that productivity and work schedules will not be adversely affected or disrupted by granting additional compensatory time off. Total compensatory time earned and taken cannot exceed forty (40) hours per year.

ARTICLE 9. HOLIDAYS

- Section 1. Recognized Authority holidays shall be New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and the day after, the day before or after Christmas (Authority's choice) and Christmas Day. In addition, a regular full time employee who is on the payroll as of January 1 and who has completed the introductory period may take one (1) personal or floating holiday each year. Employees must take this day in a full 8 hour increment in the year that it is accrued or lose it.
- Section 2. There shall be no deduction of pay for the above holidays.
- Section 3. No work shall be performed on a holiday unless reasonably required by the operations of the Authority. If employees are required to work on a recognized holiday, they shall be paid at the rate of twice the straight hourly rate (double time) as set forth in Article 6 (Wages and Classifications) above. If January 1, July 4, November 11 or December 25 falls on a weekend, employees will also be paid double time for that day.
- Section 4. Whenever any of the holidays fall on a Saturday or a Sunday, the preceding Friday, for the former, and the following Monday, for the latter, shall be substituted therefore.
- Section 5. Part-time and temporary employees receive only those holidays which fall on regularly scheduled work days and are paid for the number of hours they would normally work on those days.
- Section 6. Each holiday is 8 hours. Employees working a 4/10 alternative schedule may use annual leave or leave without pay in order to maintain their alternative work schedules. Alternatively the employee may convert to a five-day workweek of eight hours with the prior approval of the Authority.

ARTICLE 10. VACATIONS

- Section 1. Each regular full-time employee shall accrue annual vacation leave beginning with the first month of service, computed as shown below. An employee is eligible to take annual leave the first day of employment as it accrues. . If a holiday falls within the vacation time, that day shall not apply against the vacation allowances. Total number of days of annual leave earned is calculated based on a standard work year of 2,080 hours. See Section 5 for part-time employees.

Beginning on:	Days per Year
Date of hire	14
Year 3	15
Year 5	16
Year 6	17
Year 8	18
Year 11	20
Year 16	23
Year 21	25

- Section 2. Any accumulation beyond the maximum shall be forfeited if not used by the end of the final pay period of the calendar year.
- Section 3. The minimum vacation allowance to be taken shall be one quarter (1/4) hour.
- Section 4. Vacations shall be taken at a time mutually agreeable between the Authority and the individual employee. Vacations may be canceled when in the judgment of the Executive Director it is deemed that the granting of a vacation would impair the interests of the Authority. Unused vacation allowances not exceeding the maximum accrual shall be paid in cash at the time of separation from the Authority.
- Section 5. Regular part-time employees will accrue annual leave based on a ratio of hours worked to a standard work year (2,080 hours).
- Section 6. Temporary employees are not entitled to the annual leave benefit. However, if they become regular employees without a break in service, the annual leave will be accrued based on length of service from the initial date of hire. A temporary employee paid at the Union rate who becomes a regular employee without a break in service shall be granted an annual leave bank of one day for each month worked as a temporary, up to a maximum of six (6) days.

ARTICLE 11. SICK LEAVE

Section 1. Washington Paid Sick Leave (WPSL) shall be granted to all regular and long term temporary full-time employees at the rate of one (1) day (i.e., 8 hours) per month for each month worked. Employees will accrue at a rate of 3.69 hours per two week period but in no event will an employee earn less than one hour of paid sick leave for every 40 hours worked. The minimum amount of sick leave that may be taken is one quarter (1/4) hour. Unused accrued WPSL will carry over to the next calendar year up to a maximum of 40 hours; any unused WPSL in excess of 40 hours will convert to the Authority's Supplemental Paid Sick Leave (SPSL) and will be deposited into the SPSL bank pursuant to the Authority's sick leave policy provisions

When an employee separates employment and is rehired by the Authority within 12 months of their separation date, previously accrued unused sick leave shall be reinstated in the appropriate WPSL and SPSL accounts, and the previous period of employment shall be counted for purposes of determining the employee's eligibility to use sick leave.

- Section 2. Upon retirement, as defined by the Washington Department of Retirement Systems, an employee shall be entitled to a credit equal to 50 percent of up to 145 days (1,160 hours) of accumulated sick leave, subject to a maximum payment of 72½ days not to exceed 580 hours. A cash payment will be made for the applicable amount of sick leave either to the employee or other beneficiary designated in writing.
- Section 3. In the event of the death of an active employee, the employee's designated beneficiary shall be eligible to receive the amounts defined in Section 2 as if the employee had retired.
- Section 4. Except as otherwise provided herein, sick leave shall be administered pursuant to the Authority's sick leave policy.

Section 5. Short Term Temporary (6 month assignment or less) and Seasonal employees are entitled to a reduced sick leave benefit. Short Term Temporary and Seasonal employees, except those who are provided Union sick leave benefits as employees dispatched from a Union hiring hall, will accrue 1 hour of sick leave for every 40 hours worked (hours worked x.025) and may roll over a maximum of 40 hours of unused sick leave to the next calendar year. STT and Seasonal employees are not eligible for SPSL.

ARTICLE 12. INSURANCE BENEFIT PROGRAMS AND PENSION PLAN

Section 1. The Authority participates in the Public Employees Benefit Board (PEBB) Health Care Program offered by the State of Washington. All benefits and dependent eligibility will be governed by the terms and conditions established by the State of Washington. This program provides medical, dental, vision, accidental death and dismemberment and life insurance benefits. Employees may select between two types of plans: the Uniform Medical Plan (UMP) or a Managed Care option.

Section 2. Deductions for employee portions of premiums will be made in the month prior to the month of coverage, except for the initial month of coverage. A newly hired employee may enter into a payment plan of up to six (6) pay periods with the Authority to pay for the first month of coverage.

Section 3. Medical Premiums: For Calendar Year 2019, deductions for employee health premiums are as shown in Exhibit B, which is attached hereto and made a part of this Agreement. Calendar Year 2020 rates shall be set using the same cost sharing percentages as 2019, rounded to the nearest dollar.

Section 4. The Authority will pay 100% of the insurance premium for the family dental plan and for the life insurance program.

Section 5. The Authority recognizes its duties under RCW 41.04.208 "Local Government Retirees Health Care" and agrees to abide by any legal obligation therein to the extent applicable.

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

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

Section 8. Employees shall be subject to the rules and eligibility requirements for each of the above plans. All employees who work twenty (20) hours or more per week shall be eligible for coverage. Employee premiums shall be as listed in Exhibit B for all employees working thirty two (32) hours per week or more. Employees working fewer than 32 hours per week shall pay, in addition to the regular employee premium, an amount equal to the following times the number of hours below 32 each month for Calendar Year 2019:

Coverage level	Kaiser Classic	Kaiser Value	Kaiser Sound Choice	Kaiser CDHP	UMP Classic	UMP Plus	UMP CDHP
EE	20.40	19.16	17.72	18.04	19.79	18.14	18.08
EE+SPOUSE	40.86	37.63	34.86	34.50	38.85	35.68	34.57
EE+FAMILY	55.35	51.33	47.15	45.43	52.95	48.15	45.75
EE+CHILD	35.77	32.55	30.10	30.89	33.63	30.84	30.93

The above listed rates will be changed based on rates published by the Public Employees Benefits Board for Fiscal Year 2020, effective at the same time as all other medical premiums for 2020.

Section 9. Initial eligibility: Coverage for medical, dental and life insurance becomes effective on the first calendar day after the first month of employment. If the first day of work is the first calendar day of the month, then benefits will begin on that day. If the first day of work is not the first calendar day of the month, then benefits will start on the first of the following month.

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

Section 11. High Deductible Medical Plan and Health Savings Account (HSA): Monthly, the Authority will deposit one twelfth (1/12) of the total annual premium into each Consumer Directed Health Plan (CDHP) participant's HSA account in accordance to the appropriate level of coverage following the schedule below.

	<u>Annual Deposit from Premiums</u>
<u>Employee Only</u>	\$700 (\$58.34 each month)
<u>Employee +1 or more dependents</u>	\$1400 (\$116.67 each month)

Section 12. Any surcharges from the Washington State Health Care Authority related to tobacco use or spousal coverage, currently estimated at \$25 and \$50 per month, respectively, will be 100% employee paid when enacted. The amounts will be added to the existing employee premium and deducted as per Section 2.

ARTICLE 13. PROTECTIVE CLOTHING

Section 1. The Authority shall provide each employee with five shirts, a windbreaker, one pair of coveralls and one hat each year or as needed. Employees may request and be provided protective raingear including rubber boots as needed. The Authority shall also provide all WISHA required protective clothing and equipment, and all WISHA required safety and hazard training.

Section 2. The Authority shall provide employees an allowance for the actual cost of safety footwear in an amount not to exceed \$219 every two years beginning November 1, 2016. The allowance must be used at select vendors who will bill the Authority directly. Selections may be made from a list of acceptable footwear as agreed upon by the Authority and the Council, which meet the ASTM F2413-05 or ASTM F2891-11 standard or higher. Employees may elect to purchase shoes which meet the standard at a cost which exceeds this allowance and pay the difference. Alternatively, employees may use this allowance to repair existing footwear on a reimbursement basis. Employees will be required to wear safety footwear at all times when working. Safety footwear lost or damaged due to the negligence of the employee shall be replaced by the employee at his/her expense. Time spent acquiring footwear shall not be compensated. Employees who spend less than the allowance will not be allowed the difference in price as compensation.

ARTICLE 14: GPS INSTALLATION AND USE

Section 1. The Authority shall have the right to employ GPS/electronic reporting and interface equipment, systems and software (collectively, "Equipment") in all Authority-owned and leased vehicles and equipment. The Equipment use includes compliance with State law regarding use of public property; improvement of operational efficiency, safety and maintenance; and, locational tracking and or/collection of information, including mileage and usage reports to governmental and taxing authorities. Employees will be trained in the Equipment's proper use and operational functions. Equipment will be used as directed. Disabling, tampering or misdirecting any such Equipment is subject to corrective action and/or discipline in accordance with Article 20 (Disciplinary Action).

Section 2. The Authority expressly agrees that any real time viewing of GPS information is for operational purposes only and will not interfere with the personal privacy rights of the employee.

Section 3. The Authority will not use information obtained solely from the Equipment to discipline an employee unless it has reasonable suspicion that such employee may have committed a violation of a rule or policy or is an imminent threat to public health and safety.

Section 4. The Authority agrees to comply with requests from the Council for all relevant GPS information prior to the administration of discipline.

ARTICLE 15. REDUCTION IN FORCE

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

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

experience, skills and abilities to perform the remaining bargaining unit work in the job classification, the employee with less seniority will be the first to be laid off. The Authority will exercise its judgment as to qualifications and needs of the business in good faith.

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

ARTICLE 16. RECALL

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

ARTICLE 17. NO STRIKE

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

ARTICLE 18. MANAGEMENT RIGHTS

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

Authority shall not be deemed to preclude exercise by the Authority of other rights exercised by it prior to the execution of this Agreement, or traditionally exercised by management.

ARTICLE 19. GRIEVANCE PROCEDURE

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

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

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

Section 4. Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or non-occurrence upon which the grievance is based; that date being fifteen (15) calendar days or less prior to the initial filing of the grievance.

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

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

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

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

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

1. Identification of section(s) of the Agreement allegedly violated as presented in Step 1, or mutually amended;

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

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

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

1. The arbitrator shall have no power to render a decision that will add to, subtract from or alter, change or modify the terms of this Agreement, and his/her power shall be limited to interpretation or application of the express terms of this Agreement.
2. The decision of the arbitrator shall be final, conclusive and binding upon the Authority, the Council and the employee involved.
3. The cost of the arbitrator shall be borne equally by the Authority and the Council and each party shall bear the cost of presenting its own case.
4. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator.

ARTICLE 20 . DISCIPLINARY ACTION

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

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

ARTICLE 21. OUTSIDE AGREEMENTS

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

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

ARTICLE 25. TERM OF AGREEMENT

This Agreement shall be in effect as of November 1, 2018 and shall continue in effect through October 31, 2020. This Agreement shall be subject to termination upon ninety (90) days' prior notice by either the Council or the Authority to the other of a desire to cancel, change or amend same.

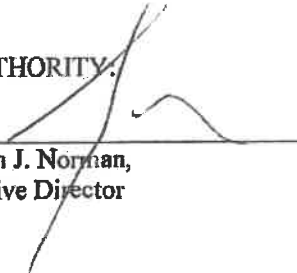
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this ____ day of _____, 2019.

FOR THE COUNCIL



Executive Secretary

FOR THE AUTHORITY



Stephen J. Norman,
Executive Director



CARPENTERS



PAINTERS



ELECTRICIANS



PLUMBERS



LABORERS

Appendix to Agreement
2018

Contents

- Exhibit A Building Trades Salary Schedule / Maintenance wage Rates
Exhibit B Medical Insurance Premiums

Exhibit A
Building Trades Salary Schedule
Maintenance Wage Rates - November 10, 2018 - November 8, 2019

POSITION	Position #	Term	% of RMM2	Paystep	Hourly Rate	Annual
Landscape/Cleaner - Grade 1 - Step 1	20713			BT-0101	19.78	41,142.40
Landscape/Cleaner - Grade 1 - Step 2				BT-0102	20.60	42,848.00
Landscape/Cleaner - Grade 1 - Step 3				BT-0103	21.41	44,532.80
Landscape/Cleaner - Grade 1 - Step 4				BT-0104	22.24	46,259.20
Landscape/Cleaner - Grade 1 - Step 5				BT-0105	23.01	47,860.80
Landscape/Cleaner - TOPS					BT-01-TOPS	23.25
Laborer - Grade 2 - Step 1	20704			BT-0201	25.27	52,561.60
Laborer - Grade 2 - Step 2				BT-0202	26.11	54,308.80
Laborer - Grade 2 - Step 3				BT-0203	26.94	56,035.20
Laborer - Grade 2 - Step 4				BT-0204	27.72	57,657.60
Laborer - Grade 2 - Step 5				BT-0205	28.54	59,363.20
Laborer - TOPS					BT-02-TOPS	28.78
Site Based Maintenance Mechanic - Grade 3 - Step 1	20700			BT-0301	27.06	56,284.80
Site Based Maintenance Mechanic - Grade 3 - Step 2				BT-0302	27.75	57,720.00
Site Based Maintenance Mechanic - Grade 3 - Step 3				BT-0303	28.46	59,196.80
Site Based Maintenance Mechanic - Grade 3 - Step 4				BT-0304	29.19	60,715.20
Site Based Maintenance Mechanic - Grade 3 - Step 5				BT-0305	29.96	62,316.80
Site Based Maintenance Mechanic - TOPS					BT-03-TOPS	30.20
Regional Maintenance Mechanic Trainee - Grade 7 - Step 1	20716	0-6 mos	80%	BT-0701	25.62	53,289.60
Regional Maintenance Mechanic Trainee - Grade 7 - Step 2		7-12 mos	85%	BT-0702	27.22	56,617.60
Regional Maintenance Mechanic Trainee - Grade 7 - Step 3		13-18 mos	90%	BT-0703	28.82	59,945.60
Regional Maintenance Mechanic Trainee - Grade 7 - Step 4		19-24 mos	95%	BT-0704	31.21	64,916.80
Regional Maintenance Mechanic - Grade 4 - Step 1	20702			BT-0401	32.02	66,601.60
Regional Maintenance Mechanic - Grade 4 - Step 2				BT-0402	32.85	68,328.00
Regional Maintenance Mechanic - Grade 4 - Step 3				BT-0403	33.65	69,992.00
Regional Maintenance Mechanic - Grade 4 - Step 4				BT-0404	34.48	71,718.40
Regional Maintenance Mechanic - Grade 4 - Step 5				BT-0405	35.30	73,424.00
Regional Maintenance Mechanic - TOPS					BT-04-TOPS	35.54
Elec Regional Maintenance Mechanic - Grade 4 - Step 1	20702			BT-0401E	34.02	70,761.60
Elec Regional Maintenance Mechanic - Grade 4 - Step 2				BT-0402E	34.85	72,488.00
Elec Regional Maintenance Mechanic - Grade 4 - Step 3				BT-0403E	35.65	74,152.00
Elec Regional Maintenance Mechanic - Grade 4 - Step 4				BT-0404E	36.48	75,878.40
Elec Regional Maintenance Mechanic - Grade 4 - Step 5				BT-0405E	37.30	77,584.00
Elec Regional Maintenance Mechanic - TOPS					BT-04E-TOPS	37.54
Maintenance Operations Specialist - Grade 5 - Step 1	20703			BT-0501	37.06	77,084.80
Maintenance Operations Specialist - TOPS				BT-05-TOPS	37.30	77,584.00

**Exhibit B
Medical Insurance Premiums
Calendar Year 2019**

Spouse has no other medical Coverage

	Kaiser Classic	Kaiser Value	Uniform Medical Plan	Kaiser CDHP	Uniform Medical Plan CDHP	Kaiser Sound Choice	Uniform Medical Plan Plus
Employee	86.71	49.02	47.56	29.11	28.12	42.11	43.60
Employee+Spouse	171.40	120.51	118.40	103.44	101.49	102.83	106.46
Employee+Family	262.14	178.72	178.10	160.72	150.77	166.49	175.41
Employee+Child(rcn)	149.22	117.44	115.36	83.34	82.39	102.83	105.45

Spouse has other Employer Provided Medical Coverage (Double Covered)

	Kaiser Classic	Kaiser Value	Uniform Medical Plan	Kaiser CDHP*	Uniform Medical Plan CDHP*	Kaiser Sound Choice	Uniform Medical Plan Plus
Employee	86.71	49.02	47.56	29.11	28.12	42.11	43.60
Employee+Spouse	211.73	155.23	153.82	140.60	138.67	137.11	140.93
Employee+Family	303.48	213.44	213.52	195.88	186.96	200.76	205.82
Employee+Child(rcn)	149.22	117.44	115.36	83.34	82.39	102.83	105.45

**Other plan must also be high deductible.*

Exhibit B
 Medical Insurance Premiums
 Calendar Year 2019

Spouse has Waived other Employer Provided Medical Coverage

	Kaiser Classic	Kaiser Value	Uniform Medical Plan	Kaiser CDHP	Uniform Medical Plan CDHP	Kaiser Sound Choice	Uniform Medical Plan Plus
Employee	86.71	49.02	47.56	29.11	28.12	42.11	43.60
Employee+Spouse	254.08	198.12	189.23	179.77	173.84	174.32	178.45
Employee+Family	344.82	249.19	247.93	235.06	222.14	237.00	248.41
Employee+Child(ren)	149.22	117.44	115.36	83.34	82.39	102.83	105.45

**Other plan must also be high deductible.*

ONE YEAR EXTENSION OF THE COLLECTIVE BARGAINING AGREEMENT
between
King County Housing Authority
and
the Seattle/King County Building Construction Trades Council

King County Housing Authority (“the Authority”) and Seattle/King County Building Construction Trades Council (“the union”) (collectively, “the parties”) are parties to a Collective Bargaining Agreement effective November 1, 2018, through October 31, 2020, (“Agreement”). The parties hereby agree to extend the Agreement by one year, through October 31, 2021.

All provisions of the Agreement shall remain in force during the period of agreed-upon extension through October 31, 2021, with the following exceptions, which shall be amended as follows:

1. **ARTICLE 6 WAGES AND CLASSIFICATIONS**

Wage rates will be adjusted effective November 7, 2020 based on the annualized consumer price index increase for Urban Wage Earners and Clerical Workers (CPI-W) in the Seattle-Tacoma area as issued by the U.S. Department of Labor, Bureau of Labor Statistics calculated using the first half of calendar year 2020, which is 1.9%.

2. **ARTICLE 7 CALL-OUT ROSTER AND STANDBY PAY, Section 2**

Effective with the pay period beginning **November 7, 2020** employees on call will be eligible for standby pay of ~~\$250~~ **\$300.00** per 7-day period plus overtime pay equal to actual hours spent on an emergency call out (or a minimum of 2 hours whichever is greater) times 1.5 times the Employee’s regular rate of pay. Alternatively, Employees may, subject to the provisions of Article VI, Section 1, elect to receive compensatory time in lieu of paid overtime. Overtime pay shall be calculated on the time actually spent once the Employee is dispatched from his or her home to the work site and shall not include telephone or other time spent at home answering, responding to or investigating an emergency call out request.

3. **ARTICLE 12 INSURANCE BENEFIT PROGRAMS AND PENSION PLAN, Section 3**

For Calendar Year 2021, deduction for employee health premiums will be provided as Exhibit B as soon as they are received and will be made a part of this Agreement. Calendar Year 2021 rates will be set using the same cost sharing percentages as 2020, rounded to the nearest dollar.

4. **ARTICLE 13 PROTECTIVE CLOTHING, Section 2**

The Authority shall provide employees an allowance for the actual cost of safety footwear in an amount not to exceed ~~\$219~~ **\$300.00** every two years beginning November 1, ~~2020~~ **2016**. The allowance must be used at select vendors who will

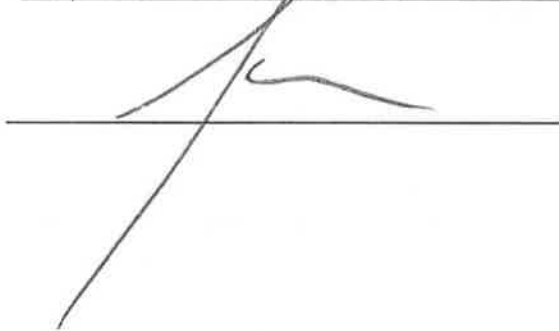
bill the Authority directly. Selections may be made from a list of acceptable footwear as agreed upon by the Authority and the Council, which meet the ASTM F2413-05 or ASTM F2891-11 standard or higher. Employees may elect to purchase shoes which meet the standard at a cost which exceeds this allowance and pay the difference. Alternatively, employees may use this allowance to repair existing footwear on a reimbursement basis. Employees will be required to wear safety footwear at all times when working. Safety footwear lost or damaged due to the negligence of the employee shall be replaced by the employee at his/her expense. Time spent acquiring footwear shall not be compensated. Employees who spend less than the allowance will not be allowed the difference in price as compensation.

5. ARTICLE 25 TERM OF AGREEMENT

This Agreement shall be in effect as of November 1, 2018 and shall continue in effect through ~~October 31, 2021~~ ~~October 31, 2020~~. This Agreement shall be subject to termination upon ninety (90) days' prior notice by either the Council or the Authority to the other of a desire to cancel, change or amend same.

IN WITNESS WHEREOF, the parties hereto have duly accepted and executed this Agreement on the 12th day of October, 2020.

KING COUNTY HOUSING AUTHORITY:



FOR THE UNION:

DocuSigned by:
Monty Anderson 10/16/2020
62977205702B4EA...
Monty Anderson
Executive Secretary
Seattle Building Trades