

AGREEMENT

between the

VANCOUVER HOUSING AUTHORITY

and the

SIGNATORY MAINTENANCE UNIONS

**Pacific Northwest District Council of Carpenters
Painters District Council 5**

April 1, 2020 - March 31, 2023

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A G R E E M E N T

THIS AGREEMENT is made and entered into this March 26, 2020, for the contract term April 1, 2020 to March 31, 2023 by and between the Housing Authority of the City of Vancouver, Washington, a public body corporate and politic, hereinafter called the VHA, and the Labor Unions signatory hereto, hereinafter called the Unions.

WITNESSETH:

The parties hereto in the interest of standardization of conditions of employment on the projects of the VHA, and for the added purpose of fostering the mutual interest of both the VHA and the affiliated unions signatory hereto, hereby agree to and adopt the following rules to govern wages, hours, and other conditions of employment of all VHA employees performing maintenance work on property or projects coming under the management and/or direction of the VHA either directly or indirectly.

RULE 1. RECOGNITION.

- a. The VHA recognizes the Unions as collective bargaining representative of all employees, who are members of the Unions represented, hereinafter classified for the purpose of making agreements as to wages, hours and general conditions of employment, and for the adjusting of complaints and grievances.

RULE 2. RIGHTS OF MANAGEMENT.

- a. The management of the VHA and the direction of the work force is vested exclusively in the VHA subject to the terms of this agreement. All matters not specifically and expressly covered or treated by the language of this agreement may be administered for its duration by the VHA in accordance with such policy or procedures as the VHA, from time to time, may determine. This right does not restrict the right of an employee to use the dispute resolution procedure set forth in Rule 23.

RULE 3. UNION SECURITY.

- a. Method of Employment: The appropriate signatory unions agree to refer competent and satisfactory help for all classifications of positions covered by this agreement. Residents shall be advised of staff openings whenever practical and considered equally with all other applicants. All other factors being equal, preference will be given to the VHA's residents. If the Unions are unable to furnish necessary employees within 48 hours, the VHA may secure such personnel from other sources available to the VHA.
- b. The Unions shall keep the VHA informed of the names of the Business Representatives and Stewards who are accredited to represent the maintenance employees and the Business Representatives shall have reasonable access to the VHA offices and maintenance shop during working hours, provided such access does not interfere with or cause employees to neglect their work.

- c. An employee who holds office in the union or is a Steward will be allowed to be absent from his or her work assignment for attendance at the bargaining table; provided that not more than one on-duty employee will be present, and that such leave does not exceed eight (8) hours in a calendar year and does not interfere with the operation of the VHA's business.
- d. Union Membership: The VHA will inform all new employees of their union membership options as follows: (1.) Become a member of the appropriate affiliated union as the exclusive bargaining agent representing their position, pay union dues as determined by the Union and have the right to vote on the collective bargaining agreement negotiated by the Union. (2.) Choose not to become a union member, but elect to pay his/her fair share, as calculated by the Union, of the cost of negotiating and administering the collective bargaining agreement. (3.) Choose not to become a union member or pay his/her fair share. The employee has thirty (30) days from employment to elect their union membership option.
- e. Employees who are current members of the Union at the signing of this Agreement or who sign a membership card subsequently to the signing of the Agreement, shall retain their Union membership. For a five (5) day period commencing on the first Monday in March every year, Union members may resign their Union membership without penalty. The VHA shall refer to the Union any questions from employees about Union membership.
- f. Dues Deduction: VHA shall make payroll deductions of Union dues or fair share fees as appropriate for all employees who authorize such deductions in writing to the VHA's Human Resources department, and shall promptly remit all such dues and fees to the Union. An employee who wishes to stop payroll deductions of dues or fair share fees must do so in writing to both the VHA and the Union, such notice to take effect when the VHA receives written notice from the Union that the deductions have been terminated in compliance with the terms of the payroll deduction authorization previously executed by the employee.
- g. Nothing in this rule or the entire labor agreement will interfere with the employee's right under RCW 41.56.122 (Religious Tenets) of the Public Employee's Collective Bargaining Law.
- h. The Union agrees to hold the VHA harmless and indemnify for any cost, expenses, and attorney fees incurred by the VHA, or any of its supervisory or management personnel, as a result of any payroll deductions made under Rule 3.

RULE 4. EQUAL EMPLOYMENT OPPORTUNITY.

- a. The VHA is an equal opportunity employer and does not discriminate in employment decisions in violation of law on the basis of any legally protected status. The signatory unions agree to refer applicants for employment with the VHA without regard to race, color, national origin, religion, sex, age, physical or mental disability, marital status, or veteran status.

RULE 5. VACANCIES.

- a. In filling positions or vacancies, the VHA may reject any person who is incompetent or unsatisfactory. In case of rejection, the Unions shall furnish a prompt replacement.

RULE 6. PROBATIONARY PERIOD

- a. New employees, or existing employees in a new job classification, are considered to be in a probationary period for the first six months of employment. During this probationary period, the rules and regulations of the VHA will prevail (see Employee Handbook, Initial Employment Period).

RULE 7. WAGES

- a. “On Call” Pay: Route Maintenance Mechanics or other qualified employees, will be paid \$325 per week for being status “On Call” plus overtime pay for actual hours worked as defined in RULE 10. “On Call” is defined as a qualified employee assigned to carry an emergency contact phone to respond to maintenance emergencies.
- b. In implementing the on-call rotation in the labor agreement, the following procedure shall be used. Working with a three-month calendar, employees will sign up for on-call rotation on a seniority basis (with most senior employee having the opportunity to select first). An employee will sign up for on-call status no more than once every three weeks. If there are no volunteers, then reverse seniority will apply with all Maintenance Mechanics and having one forced opportunity before any Maintenance Mechanic has a second forced opportunity. An employee may not be on call more than one week in each three week period without express permission from the Director of Asset and Property Management or his/her designee. Employees who are on-call will be authorized to drive a company vehicle while they are on on-call status.
- c. Maintenance Mechanics working on exterior maintenance over 60 feet will be paid an additional \$1.00 per hour.
- d. Premium pay for commercial driver’s license (CDL) when CDL is legally required transport will be an additional \$2.00 per hour for the 8 hour day in which transit is required – up to a maximum of 20 days per calendar year.
- e. Classifications and rates of pay shall be as follows:

April 1, 2020 to March 31, 2021

	Lead Mechanic	Maintenance Mechanic	Groundskeeper/ Laborer	Janitor
Step 1	\$ 26.40	\$ 24.60	\$ 18.94	\$ 16.86
Step 2	\$ 27.08	\$ 25.23	\$ 19.43	\$ 17.29
Step 3	\$ 27.77	\$ 25.88	\$ 19.93	\$ 17.73
Step 4	\$ 28.48	\$ 26.54	\$ 20.44	\$ 18.18
Step 5	\$ 29.21	\$ 27.22	\$ 20.96	\$ 18.65
Step 6	\$ 29.96	\$ 27.92	\$ 21.50	\$ 19.13
Step 7	\$ 30.73	\$ 28.64	\$ 22.05	\$ 19.62
Step 8	\$ 31.52	\$ 29.37	\$ 22.62	\$ 20.12
Step 9	\$ 32.33	\$ 30.12	\$ 23.20	\$ 20.64
Step 10	\$ 33.16	\$ 30.89	\$ 23.79	\$ 21.17
Step 11	\$ 34.01	\$ 31.68	\$ 24.40	\$ 21.71

April 1, 2021 to March 31, 2022

	Lead Mechanic	Maintenance Mechanic	Groundskeeper/ Laborer	Janitor
Step 1	\$ 26.81	\$ 24.97	\$ 19.23	\$ 17.11
Step 2	\$ 27.50	\$ 25.61	\$ 19.72	\$ 17.55
Step 3	\$ 28.20	\$ 26.27	\$ 20.23	\$ 18.00
Step 4	\$ 28.92	\$ 26.94	\$ 20.75	\$ 18.46
Step 5	\$ 29.66	\$ 27.63	\$ 21.28	\$ 18.93
Step 6	\$ 30.42	\$ 28.34	\$ 21.83	\$ 19.42
Step 7	\$ 31.20	\$ 29.07	\$ 22.39	\$ 19.92
Step 8	\$ 32.00	\$ 29.82	\$ 22.96	\$ 20.43
Step 9	\$ 32.82	\$ 30.58	\$ 23.55	\$ 20.95
Step 10	\$ 33.66	\$ 31.36	\$ 24.15	\$ 21.49
Step 11	\$ 34.52	\$ 32.16	\$ 24.77	\$ 22.04

April 1, 2022 to March 31, 2023

	Lead Mechanic	Maintenance Mechanic	Groundskeeper/ Laborer	Janitor
Step 1	\$ 27.21	\$ 25.32	\$ 19.52	\$ 17.36
Step 2	\$ 27.91	\$ 25.97	\$ 20.02	\$ 17.80
Step 3	\$ 28.63	\$ 26.64	\$ 20.53	\$ 18.26
Step 4	\$ 29.36	\$ 27.32	\$ 21.06	\$ 18.73
Step 5	\$ 30.11	\$ 28.02	\$ 21.60	\$ 19.21
Step 6	\$ 30.88	\$ 28.74	\$ 22.15	\$ 19.70
Step 7	\$ 31.67	\$ 29.48	\$ 22.72	\$ 20.21
Step 8	\$ 32.48	\$ 30.24	\$ 23.30	\$ 20.73
Step 9	\$ 33.31	\$ 31.02	\$ 23.90	\$ 21.26
Step 10	\$ 34.16	\$ 31.82	\$ 24.51	\$ 21.81
Step 11	\$ 35.04	\$ 32.64	\$ 25.14	\$ 22.37

On April 1 of each year employees will be placed in the appropriate Step for their classification. Additionally, those Employees within the pay scale will receive a one (1) step increase.

Employees whose salaries are at Step 11 will receive a lump sum payment equal to two percent (2%) of their annual salary for the year reviewed. The lump sum payment will be paid in a separate check, less taxes, from payroll.

- f. All regular employees shall be paid on an hourly basis and shall receive pay for the actual hours worked, plus pay for authorized holidays and Paid Time Off (PTO) and Extended Illness Bank (EIB) as defined in Rule 12. For the purposes of this rule, the pay period shall be twice monthly.
- g. Promotions: Employees hired before April 1, 2015 promoted to a new job classification will be placed in Step 11 in the pay grade. Employees hired after April 1, 2015 promoted to a new job classification will receive a minimum of a five percent (5%) wage increase or will be placed in Step 1, whichever is greater. Rule 6 – Probationary Period will apply.
- h. Temporary employees, journey or apprentice, hired for a specified job of short duration, shall be paid the rate of pay stated above for the classification of work, plus the Union provided employee benefits. The employee benefits shall be paid to the appropriate Union Trust on behalf of the employee as agreed at the time of hiring. Temporary employees, journey or apprentice, shall not be entitled to the employee benefits provided to regular employees.

RULE 8. WORK WEEK AND DAILY HOURS.

- a. Five (5) days, from Monday through Friday inclusive, shall constitute the standard work week. Eight (8) hours, exclusive of a one-half hour unpaid lunch period, shall constitute the standard work day. The eight hour daylight shift may be established between the hours of 7:00 a.m. and 6:00 p.m.

RULE 9. NON-STANDARD WORK WEEK AND DAILY HOURS.

- a. Non-standard workdays or work weeks may be established for certain jobs or individuals to meet special business requirements. Non-standard work hours and/or work weeks shall be mutually agreed to by the VHA and the affected employee(s). Either the VHA or the employee(s) may initiate the request. The VHA will notify the Union three (3) working days in advance of the VHA's request for change of hours or days.

RULE 10. OVERTIME

- a. Compensated hours, whether they be hours worked, holidays, PTO or EIB, in excess of 10 hours in a day or forty (40) hours in any one week shall constitute overtime and shall be paid for at the overtime rate of time and one-half (1/2) of the straight hourly rate.
- b. In the event maintenance work is necessary on a "call out" basis a minimum of two (2)

hours or actual time on the “call out”, whichever is greater, shall be paid at the overtime rate of time and one-half (1/2). Call out work which occurs on a Sunday or paid Holiday shall be paid at double the straight hourly rate.

- c. Inclement weather. On occasion the agency may close due to inclement weather. Employees who feel it is safe enough to travel to VHA or its affiliated properties to clear sidewalks and disperse melting agents, will be paid a minimum of two (2) hours at the overtime rate of time and one-half (1/2).

RULE 11. HOLIDAYS.

- a. The following days shall be observed as legal paid and un-worked holidays:

New Year's Day (January 1)
Martin Luther King's Birthday (3rd Monday in January)
Washington's Birthday (3rd Monday in February)
Memorial Day
Independence Day (July 4)
Labor Day (1st Monday in September)
Veterans Day (November 11)
Thanksgiving Day (4th Thursday in November)
Friday after Thanksgiving
Christmas Day (December 25)

- b. Any holiday which falls on a Saturday shall be observed on the preceding Friday and any regular holiday which falls on a Sunday shall be observed on the following Monday.
- c. To receive holiday pay, an employee must work or be on Paid Time Off (PTO) or Extended Illness Bank (EIB) both the normal working day before and after the holiday.

RULE 12. PAID TIME OFF (PTO)

- a. General Provisions. Paid Time Off (PTO) provides compensated time off for the employee to use as he or she determines best fits his or her personal needs, as set forth below, for absences from work. PTO supersedes and is in lieu of provisions for annual leave and sick leave.
- b. Eligibility. All full and part-time regular employees are eligible for PTO.
- c. Accrual. PTO is accrued on the basis of hours compensated at the employee's straight time hourly rate.
- d. PTO 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 PTO on a pro rata basis for the number of hours worked during the pay period.

For employees hired prior to 4/1/10:

Years of Service	PTO Earned		
	Hrs. per Pay Period	Hours per Year	Days per Year
0 - 5	8.67	208	26
6 - 10	9.67	232	29
11 - 15	10.67	256	32
16 - 20	11.67	280	35
21 +	12.67	304	38

For employees hired after 4/1/10:

Years of Service	PTO Earned		
	Hrs. per Pay Period	Hours per Year	Days per Year
1 - 3	5.67	136	17
4 - 6	6.67	160	20
7 - 9	7.67	184	23
10 - 12	8.67	208	26
13 - 15	9.67	232	29
16 - 23	10.00	240	30
24+	11.00	264	33

e. Use of PTO.

- 1) PTO is used for all absences from work, including such things as vacation, personal business, illness of employee or family member, family emergency and medical appointments. PTO does not include paid holidays, military leave, jury duty leave and unpaid leave.
- 2) PTO begins to accrue on the first day of employment. PTO may be used as it is earned except that employees in their probationary period may not use PTO for sick leave until after three months of employment and for vacation or "rest and relaxation" until the probationary period is successfully completed.
- 3) Absent unusual circumstances, a full-time regular employee hired prior to 4/1/2010 must use eighty (80) hours of PTO in the second and subsequent years of employment for vacation or "rest and relaxation". A full-time employee hired after 4/1/2010 must use forty (40) hours of PTO in the second (2nd) through sixth (6th) year for vacation or "rest and relaxation". After the sixth (6th) year, they must use eighty (80) hours per year.

Additionally, in the first (1st) through the sixth (6th) year they may use 40 hours without pay for vacation or "rest and relaxation". Part-time regular employees must use a pro rata amount of PTO, e.g., 40 hours for a half-time employee. Any exception to this provision must be approved by the employee's supervisor and the Executive Director.

- 4) Employees shall request PTO as far in advance as possible. When an employee is sick or an emergency occurs requiring his or her absence from work, the employee shall notify his or her supervisor as soon as possible, in any event not later than 8:15 a.m. the morning of the absence. The Employer may require proof of illness for any absence for illness which exceeds three days.
- 5) When PTO is taken as vacation, a written notice shall be given to the employee's supervisor as far in advance as is possible, in any event not later than 1 day prior to the scheduled leave. Every reasonable effort will be made to accommodate leave requests provided leave does not interfere with work load requirements and schedules.
- 6) PTO may not be used in advance of its accrual.
- 7) PTO may be accrued up to a maximum of 520 hours. When an employee's PTO hours exceed 520, he or she must use hours or cash out hours in excess of 520 at the next scheduled time for cash out of PTO.
- 8) PTO 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, PTO at the time of termination. While employed, an employee may elect to cash out accrued but unused PTO in excess of 200 hours at a designated time during each fiscal year. Employees, who were employed by the VHA as of November 1, 1989 and who maintain a minimum of 200 hours in their Extended Illness Bank, may elect to cash out PTO in excess of 100 hours. At no time may an employee cash out more than 520 hours of PTO.
- 9) Effective November 1, 1989, accumulated sick leave hours were placed in an Extended Illness Bank (EIB) and may be accessed on the third and subsequent days of an absence due to illness or injury or approved bereavement leave. Employees hired before April 1, 1982 will be paid, upon retiring from the VHA on account of age or length of service, a sum equal to ten percent (10%) of the unused hours in their Extended Illness Bank if they have more than ten (10) years of total service, or equal to twenty-five percent (25%) if they have more than fifteen (15) year's total service, or equal to fifty percent (50%) if they have more than twenty (20) year's total service, and upon leaving VHA employment in good standing for reasons other than retirement a sum equal to one-half (1/2) the above percentages based on years of total service.

RULE 13. GROUP INSURANCE

- a. Eligibility and coverage limits shall be in accordance with current negotiated benefit contracts.
- b. Eligible VHA employees covered by this Agreement shall receive a life insurance policy equal to their hourly rate times annualized hours worked up to \$50,000, which premium will be paid by the VHA.
- c. The medical and vision insurance shall be one of the health plans as offered by the City of Vancouver, or their successors. Effective 1/1/2011, for fulltime employees, the VHA will pay 100% of medical and vision insurance premiums for employees and 85% of dependent premium charges. Employees will pay 15% of dependent medical premium expenses. These costs will be established annually in conjunction with annual medical and vision plan contract renewals and associated premium adjustments. The expense will be divided equally among union members and paid monthly through payroll deduction.
- d. Dental insurance shall be provided through Washington Dental Service or Kaiser Permanente, or their successors. The VHA will pay 100% of monthly dental premiums for fulltime employees and their dependents.
- e. As illustrated in the following table, the VHA will pay a portion or all of the full monthly premium (less 15% of dependent coverage), based on normal hours worked, for eligible part time employees and their dependents, provided the employee pays the balance

<u>Scheduled weekly hours</u>	<u>% Paid by VHA</u>	<u>% Paid by Employee</u>
30 to 40	100	0
21 to 29	75	25
20	50	50
Below 20	0	0

- f. The VHA agrees to pay for the cost of long-term disability insurance for each eligible employee through Lincoln Insurance Company, or its successor.
- g. The VHA has the right to select insurance carriers provided that at least two medical plans will be offered and that the aggregate schedule of benefits will not be substantially changed.

RULE 14. LAYOFF AND RECALL

- a. The VHA 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 VHA 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.
- b. Employees will be provided with two 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 weeks' notice will be paid for each day in lieu of notice up to a maximum of two weeks.

- c. The Employer will give employees, who would otherwise be laid off, an opportunity to bump into any remaining job for which they are qualified, that is at an equal or lower grade than 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) and reliability (attendance and tardiness) to the incumbent. Bumped employees shall have the same rights as if they were laid off.
- d. Any laid off employee will be placed on the recall list for a period of twelve (12) months. It is the responsibility of the persons on the recall list to keep the VHA'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 VHA to the employee is returned unclaimed, the name will be removed from the recall list.
- e. 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 are at least equal in ability, reliability, and seniority to any other former employee who may be considered for the job.
- f. Employer will continue medical benefits of laid off employees for not less than thirty (30) days following the effective date of layoff.

RULE 15. SUBCONTRACTING.

- a. All parties recognize that the VHA has from time to time subcontracted work covered by the Maintenance Agreement and has worked with private property management firms in the operation of their workforce housing program. The parties' signatory to this agreement recognize that such past practice has occurred and will occur in the future. In subcontracting work or in using private sector property managers, the VHA has no intent to lay off bargaining unit employees, rather the VHA's intent is to use sound business practices, consistent with the political and economic environment in which it operates, in order to maintain its fiscal viability over the long term. At its discretion, the Authority may subcontract out work covered by this agreement, in whole or in part, on a short term or emergency basis, to supplement existing staff; or on a non-emergency and/or long term basis, provided the subcontracting of the work does not result in layoff of bargaining unit employees. In addition, the new rate negotiated in 2010 will not result in the layoff of existing maintenance union employees hired prior to 2010.

RULE 16. PUBLIC INTERESTS GOVERN IN GRANTING.

- a. It shall be the responsibility of the Executive Director to determine whether the granting of accrued Paid Time Off, or leave without pay (not to exceed 90 days) will impair the interests of the VHA or, in the case of absence due to illness or injury, is warranted for reasons of physical or mental disability. If absent for more than three consecutive days for an illness or injury, the supervisor may require supporting documentation such as a certificate of a registered practicing physician or other bona fide practitioner. Any abuse in the use of leave shall be cause for immediate termination of the employee.

RULE 17. LEAVE WITHOUT PAY WHERE NO LEAVE ACCRUED.

- a. Any absence from duty allowed for which the equivalent leave has not been accrued shall be considered as leave without pay and the value of the excess over the amount accrued, deducted from the earnings of the employee, and clearly set forth in the payrolls affected.

RULE 18. COMPENSATION FOR ACCRUED LEAVE PAYABLE TO BENEFICIARIES.

- a. On the death of an employee of the VHA, his/her beneficiary or legal representative shall be paid, in addition to the earned salary at the time of the employee's death, all compensation due the employee for accumulated leave.

RULE 19. LEAVE FOR COURT AND MILITARY DUTY.

- a. Upon receipt of a jury summons, the employee will notify his or her supervisor of such summons and of the dates the employee is required to be absent. The employee shall be excused from work responsibilities during such period of time that attendance is required in order to fulfill his or her jury duty responsibilities. The employee shall serve without salary deduction, but the jury fee (except for mileage or other court reimbursement of expenses) shall be refunded to the VHA. If an employee's jury duty responsibilities are completed prior to the end of the work day, the employee is required, in order to receive the benefits under this provision, to call his or her supervisor or the supervisor's designee to determine if the employee should return to work on that day.
- b. A regular employee who is a member of the National Guard or Federal Reserve Military Unit is entitled to be absent from duty for a period of up to fifteen (15) days, with pay, each calendar year while engaged in the performance of ordered military duty.

RULE 20. JURISDICTION OF AGREEMENT.

- a. It is understood that this Agreement relates only to buildings owned and/or operated by the VHA, or to equipment owned and/or leased by the VHA. This Agreement does not cover any installation work in connection with structural additions to the buildings.

RULE 21. ASSIGNMENT OF WORK.

- a. All regular employees, as well as temporary employees may be assigned to any project coming under the management and/or direction of the VHA either directly or indirectly.

RULE 22. STOPPAGE OF WORK.

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

RULE 23. SETTLEMENT OF DISPUTES.

- a. It is the intention of the Unions and the VHA that all disputes arising out of the interpretation or application of this Agreement shall be amicably settled in accordance with the provisions hereof. Any employee who considers himself or herself unjustly treated, should first discuss the grievance with his/her supervisor within five (5) working days of knowledge of the violation.
- b. If the grievance is not settled within five (5) working days of receipt of the verbal grievance, it will be submitted to the Executive Director, with a copy to the Department Head and/or Supervisor, within five (5) working days after the decision set forth above is transmitted.
- c. The Executive Director, or his or her designee, will convene a meeting of all individuals involved to hear the issue. The employee may request to have others at the meeting and will designate these individuals in the meeting request. Within five (5) working days following the meeting, the Executive Director will notify the employee, in writing, of the decision. Copies will be transmitted to the employee representative, the Department and the Director of Human Resources.
- d. If a mutually agreeable settlement is not reached by the Executive Director, the employee may communicate his/her grievance to the Union. The Union will take up the matter with the Employer. The Union and the Employer are delegated full authority to settle the disputes.
- e. If the decision made previously is not mutually acceptable, and no settlement is reached within five (5) working days from receipt of the decision of the Union and the Employer, the dispute may be submitted to arbitration. The Union and the Employer may mutually select a disinterested 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 arbitrators. The parties may select an arbitrator from this list by mutual agreement within five (5) days of receiving the list. Absent mutual agreement, the arbitrator shall be chosen by the method of alternate striking of names; the order of striking to be determined by lot. The final name left on the list shall be the arbitrator.
- f. The arbitrator will render a decision within thirty (30) days of the arbitration hearing. The decision will be final and binding on both parties. The expenses and fees relative to the services of the arbitrator will be borne equally by the Union and the Employer.

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

RULE 24. OTHER RULES & REGULATIONS.

- a. Rules and Regulations not specifically set forth in this agreement are covered in the Employee Handbook.

RULE 25. LABOR MANAGEMENT COMMITTEE

- a. Establish a labor management committee. The committee will consist of three (3) members each from Management and the Union for a total of six (6) members. The committee will meet at least quarterly or as needed to promote open communication and to discuss Union/Management concerns. VHA Union members will be paid for this time.

RULE 26. TERM OF AGREEMENT.

- a. This Agreement shall be in effect as of April 1, 2020 and shall continue in effect until March 31, 2023, and thereafter be subject to ninety (90) days' notice to or by either the Unions or the VHA of a desire to change or amend same.

IN WITNESS WHERE OF, the parties hereto have caused the Agreement executed on March 26, 2020.

FOR THE UNIONS:

Jack Johnson, Field Representative
Painters' District Council No. 5

Scott Schaefer, Representative
Oregon and SW Washington
Pacific Northwest Regional
Council of Carpenters

Jon Klug
Shop Steward

FOR THE VHA:

Joan Caley, Chair
VHA Board of Commissioners

Roy Johnson, Executive Director
Vancouver Housing Authority

Natasha Douglas, Director of HR
Vancouver Housing Authority

Leah Greenwood, Director of Property
and Asset Management
Vancouver Housing Authority

April Soffner, HR Specialist
Vancouver Housing Authority