

Implementation Board Business Meeting Agenda



Meeting Date: February 14, 2024

Time	Item
2:00pm – 2:10pm	<p>Welcome and Settling In</p> <ol style="list-style-type: none"> 1. Welcome, Roll Call of Implementation Board- Members, Mission Statement, and Theory of Change (Simha Reddy) 2. Land Acknowledgement (Simha Reddy) 3. Public Comment Sign-Up (Simha Reddy) <ul style="list-style-type: none"> - Public Comment will be 15 minutes - Public Comment must directly address a portion of the agenda. - Each person will have 1 minute for public comment. <p><i>Result: Everyone feels welcomed and participants are confirmed.</i></p>
2:10pm – 2:15pm	<p>Consent Agenda (Simha Reddy)</p> <ol style="list-style-type: none"> 1. January 2024 Regular Meeting Minutes 2. January 2024 Special Meeting Minutes <p><i>Result: Board members vote to approve/disapprove.</i></p>
2:30pm – 2:45pm	<p>CEO Updates/ICEO Introduction (Helen Howell/Darrell Powell)</p> <p><i>Result: Interim CEO Helen Howell provides updates to the Board and introduce the new Interim CEO, Darrell Powell.</i></p>
2:15pm – 2:30pm	<p>Public Comment (Austin Christoffersen)</p> <p><i>Result: Public comment is heard.</i></p>

2:45pm – 2:55pm	2025 Budget Timeline & Proposal (Jeff Simms/James Rouse) <i>Result: The IB will understand the steps and timeline for KCRHA's budget development process for the 2025 budget.</i>
2:55 pm – 3:05pm	Voting Resolution 2024-07 Compensation Package (Simha Reddy) <i>Result: The IB will vote on the compensation package of ICEO L. Darrell Powell as negotiated and agreed upon by Chair Reddy.</i>
3:05pm – 3:15pm	Executive Session (Implementation Board) <i>Result: The IB will enter executive session to discuss collective bargaining negotiations pursuant to RCW 42.30.140(4).</i>
3:15pm – 3:20pm	Vote on Collective Bargaining Agreement (Simha Reddy) <i>Result: The IB will vote on Resolution 2024-04 to approve or disapprove the collective bargaining agreement.</i>
3:20pm – 3:55pm	IB Elections (Austin Christoffersen) <i>Result: The IB will review the election process and hold votes for officer elections.</i>
3:55pm – 4:00pm	Adjourn (Simha Reddy) The next meeting of the Implementation Board will be held on March 13, 2024. The physical meeting location will be announced on the KCRHA website (Implementation Board section) prior to the meeting.

Board Chair: Simha Reddy

Clerk: Austin Christoffersen

February 14, 2024 (2:00pm – 4:00pm)

Mission: The mission of the King County Regional Homelessness Authority is to significantly decrease the incidence of homelessness throughout King County by centering customer voices to respond to needs and eliminate inequities.

Theory of Change: If we create a homeless response system that centers on customer voice, then we will be able to focus on meeting needs and eliminating inequities, in order to end homelessness for all.

NOTICE: The Board can be called in to Executive Session as needed, pursuant to RCW 42.30.110

Implementation Board

King County Regional Homelessness Authority

KCRHA Implementation Board Meeting Minutes

Wednesday, January 10,
2024

2:00pm to 4:00pm

Chair: Paula Carvalho

Roll Call:

Last	First	Present	Absent	Notes
Anderson	Carey		X	
Camino	Nate	X		
Carvalho	Paula	X		
Chelminak	John	X		
Maritz	Ben	X		
McHenry	Gordon		X	
Pattenaude	Damien	X		
Floyd	Zsa Zsa	X		
Reddy	Simha	X		
Ross	Christopher	X		
Brandon	Okesha	X		
Marvin	Futrell	X		Alternate

A quorum is present with 10 members

Land Acknowledgement – Paula Carvalho

Motion to Amend Agenda—Paula Carvalho

- Motion to move CEO Update to after the Vote on Collective Bargaining
 - Moved by Member Chelminak; Seconded by Member Floyd

Consent Agenda – Paula Carvalho

- Approval of the December 2023 Regular Meeting Minutes
 - Motioned by Member Chelminak; Seconded by Member Reddy

Public Comment – Austin Christoffersen

- Zoom
 - Regan McBride
 - Bill Kirlin-Hackett
 - Elizabeth Maupin
 - Ruby
 - Jade Weis
 - Michelle Eastman
 - Tamika Alston

2024 Budget Vote—James Rouse & Tiffany Brooks

Implementation Board

King County Regional Homelessness Authority

- Motioned by Member Pattenaude; Seconded by Member Floyd
 - Passed unanimously via Roll Call vote

CEO Search Updates—Christopher Ross, Paula Carvalho, & Benjamin Maritz

Election Reminder—Austin Christoffersen

Executive Session – Implementation Board

Vote on Collective Bargaining Agreement—Implementation Board

- Motion to table Resolution 2024-04, Moved by Member Maritz; Seconded by Member Chelminak
 - Roll Call Vote:
 - Yea: CHELMINAK, MARITZ, BRANDON, ROSS
 - Nay: PATTENAUDE, REDDY
 - Abstain: CAMINOS, CARVALHO, FLOYD, FUTRELL
 - Resolution tabled

CEO Update—Helen Howell

Meeting Adjourned – 3:16pm

DRAFT

Implementation Board

King County Regional Homelessness Authority

eprince@rentonwa.govKCRHA Implementation Board Meeting Minutes

Wednesday, January 29,
2024

4:30pm to 5:00pm

Chair: Paula Carvalho

Roll Call:

Last	First	Present	Absent	Notes
Anderson	Carey	X		
Camino	Nate		X	
Carvalho	Paula	X		
Chelminak	John	X		
Maritz	Ben	X		
McHenry	Gordon	X		
Pattenaude	Damien	X		
Floyd	Zsa Zsa		X	
Reddy	Simha		X	
Ross	Christopher	X		
Brandon	Okesha	X		

A quorum is present with 8 members

Land Acknowledgement – Paula Carvalho

Executive Session – Implementation Board

Staffing Matter; Resolution 2024-05—Implementation Board

- Motion by Member Ross; Seconded by Member Pattenaude
 - Roll Call Vote:
 - Yea: ANDERSON, CARVALHO, CHELMINAK, MARITZ, MCHENERY JR, PATTENAUDE, ROSS
 - Nay:
 - Abstain:
 - Resolution Passed

Meeting Adjourned – 4:52pm



Memorandum

To: KCRHA Implementation Board
From: Helen Howell, Interim Chief Executive Officer
cc: Jeff Simms, Senior Director for Policy
Subject: KCRHA 2025 Budget Proposal
Date: February 12, 2024

I. Summary & Recommendation

The interlocal agreement (ILA) creating KCRHA requires the Implementation Board (IB) to recommend and the Governing Committee (GC) to approve a budget proposal for transmission to King County and the City of Seattle. The development of that budget proposal is the most significant opportunity for KCRHA's boards to influence the agency's spending in the subsequent year. This memo lays out the steps to complete a proposed budget request for the 2025 budget, based on how this process was approached in prior years and KCRHA's current understanding of the requirements.

KCRHA understands that the City of Seattle may have interest in revising the required timeline and steps, and this process could be updated to reflect any revisions.

II. Timeline

KCRHA anticipates the following steps for providing a 2025 budget proposal to King County and the City of Seattle:

- Feb. 14: Implementation Board meeting outlining process
- Feb. 21: IB Budget Committee work session to discuss budget
- Feb. 28: IB Budget Committee work session to discuss budget
- Mar. 13: Implementation Board meeting with vote to recommend budget
- Apr. 18: Governing Committee meeting with vote on recommended budget
- June 1: KCRHA budget proposal submitted to King County and the City of Seattle

In addition to these meetings, KCRHA will continue to have recurring monthly caucus meetings with members of the Governing Committee.

III. Background

The budget approved for KCRHA by the Governing Committee in January 2024 sets a budget of \$224 million. That amount will increase when new awards are received



from the Washington Department of Commerce (Commerce) and US Department of Housing and Urban Development (HUD) in 2024, and KCRHA anticipates some underspent funds from 2023 will be made available by Seattle in 2024, such as \$5.2 million to avert a program cliff due to the loss of one-time funding for certain projects. As a result, the base from which to develop the 2025 budget proposal is likely to increase.

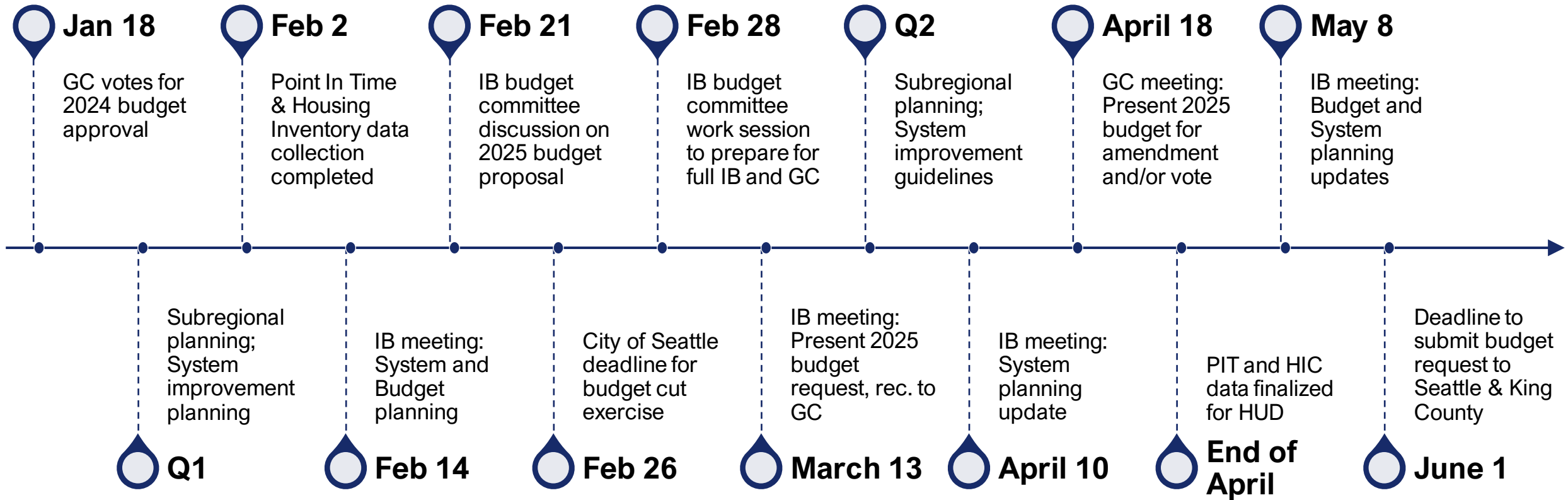
Multiple factors will impact the budget presented to the IB and GC for consideration for 2025. For example, Seattle's municipal code requires the City to provide an inflationary increase for human services contracts, a portion of which is provided for contracts held by KCRHA. KCRHA anticipates such funding will continue to be awarded in 2025.

KCRHA has been directed by the City of Seattle to undertake a budget reduction exercise, due to the City by February 26, reflecting reductions of 5 percent and 2 percent for 2025 (see attached). That exercise is a scenario planning tool that will help Seattle evaluate how it will approach its 2025 budget. Recognizing that the Implementation Board must be engaged in KCRHA's budget development, and the short timeline for the City of Seattle budget exercise, that exercise is separate from KCRHA's own budget development process.

IV. Scheduling Note

Invitations for work sessions will be sent to the IB Budget Committee as soon as membership is finalized, and materials will be provided in advance of the work sessions.

2024 At a Glance (Q1 & Q2)



GC members will also be updated in regular caucus meetings

Resolution 2024-07

A RESOLUTION OF THE IMPLEMENTATION BOARD OF THE KING COUNTY
REGIONAL HOMELESSNESS AUTHORITY ADJUSTING THE SALARY OF INTERIM
CHIEF EXECUTIVE OFFICER L. DARRELL POWELL

WHEREAS, on January 29, 2024, the Implementation Board of the King County Regional Homelessness Authority (“Authority”) unanimously passed Resolution 2024-05, recommending L. Darrell Powell to serve as the Interim Chief Executive Officer of the Authority (“CEO”), subject to confirmation by the Governing Committee of the Authority; and

WHEREAS, Resolution 2024-05 set annual compensation for L. Darrell Powell at \$247,200; and

WHEREAS, the permanent CEO search is underway, which job notice set the compensation range for the CEO within a range of \$250,000-\$300,000, which is greater than the current Interim CEO compensation package; and

WHEREAS, the Implementation Board now desires to revise the annual compensation for L. Darrell Powell to be within the compensation package as advertised for the permanent CEO position;

NOW THEREFORE BE IT RESOLVED BY THE IMPLEMENTATION BOARD OF THE KING COUNTY REGIONAL HOMELESSNESS AUTHORITY AS FOLLOWS:

Section 1. **Compensation:** L. Darrell Powell shall be compensated an annual salary of \$285,000, along with comprehensive benefits as outlined in the Authority employee handbook.

Section 2. **Effective Date:** This resolution shall be effective immediately after passage. The compensation approved in Section 1 of this resolution shall take effect on L. Darrell Powell’s first day of employment with the Authority.

Resolution 2024-07 was introduced on and [Passed/Failed] by a majority vote of the Implementation Board pursuant to the terms of the Interlocal Agreement at a regular meeting held this 14th day of February, 2024.

[Results]

Yea:

Nay:

Abstain:

KING COUNTY REGIONAL
HOMELESSNESS AUTHORITY
IMPLEMENTATION BOARD
KING COUNTY, WASHINGTON

x _____
Simha Reddy, Chair

ATTEST:

x _____
Austin Christoffersen, Clerk of the Authority

Resolution 2024-04

A RESOLUTION OF THE IMPLEMENTATION BOARD OF THE KING COUNTY
REGIONAL HOMELESSNESS AUTHORITY APPROVING THE COLLECTIVE
BARGAINING AGREEMENTS

WHEREAS, the King County Regional Homelessness Authority (the “Authority”) Implementation Board is chartered by the Interlocal Agreement established by King County and the City of Seattle (the “interlocal agreement”) in Article XIII Section 2(j, viii) grants the Implementation Board to participate via resolution; and

WHEREAS, the Authority and Protec17 have been in negotiations for initial collective bargaining agreements covering one Supervisory bargaining unit and one Non-Supervisory bargaining unit; and

WHEREAS, the Authority and Protec17 concluded negotiations and reached full tentative agreements on both collective bargaining agreements, which have been unanimously ratified by union-represented staff ;

NOW, THEREFORE, BE IT RESOLVED BY THE IMPLEMENTATION BOARD OF THE
KING COUNTY REGIONAL HOMELESSNESS AUTHORITY AS FOLLOWS:

Section 1. **Recommending the Collective Bargaining Agreements.** The Implementation Board hereby of the King County Regional Homelessness Authority the Protec17 Collective Bargaining Agreements in the forms attached hereto as Attachment A & Attachment B.

Section 2. **Effective Date.** This resolution shall take effect immediately after passage and recommendation.

[Results]

Yea:

Nay:

Abstain:

KING COUNTY REGIONAL
HOMELESSNESS AUTHORITY
IMPELMENTATION BOARD
KING COUNTY, WASHINGTON

x

Paula Carvalho, Chair

ATTEST:

x

Austin Christoffersen, Clerk of the Authority

Attachments: A- KCRHA Supervisors TA.pdf; B- KCHRA Non-Supervisor TA.pdf



**Labor Agreement
by and between
King County Regional Homelessness Authority
and
Professional & Technical Employees, Local 17
for the
Nonsupervisors Bargaining Unit**

Through December 31, 2025

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JOINT MUTUALITY STATEMENT

The mission of KCRHA is to significantly decrease the incidence of homelessness throughout King County, using equity and social justice principles. We believe that people have the right to dignity, healing and housing. The provisions of this Agreement support the represented employees in carrying out that mission.

KCRHA and the Union (collectively “the Parties”) recognize that employees represented by this Agreement are vital to carrying out the mission of KCRHA. The Parties believe that the KCRHA is best able to achieve its mission when the Parties:

- Commit to minimizing turnover, creating service continuity, and retaining institutional knowledge;
- Create a work environment that supports physical, psychological, and emotional safety and supports employees bringing their diverse identities and lived experience to their work; and
- Share a common mission and values, achieved through open and courageous communication between the Parties.

The Parties agree that KCRHA and its employees are engaged in addressing the emergency of homelessness and providing critical services to our Unhoused Neighbors. The goal of this Agreement is that employees are best able to provide these services in a stable, supportive, environment, prioritizing the mission and the employees.

As outlined by the Interlocal Agreement, the KCRHA is accountable in its decision-making processes and strategic planning to its “Customers” (Unhoused Neighbors) experiences and proactively seeks to incorporate persons with Lived Experience in and throughout decisions.

In partnership, KCRHA and the Union will assure that interpretation of negotiations and administration of the agreement are in every effort to advance and prioritize the mission, values, and guiding principles of KCRHA as outlined by the Interlocal Agreement. Moreover, the Parties shall be mutually committed to KCRHA’s desire to develop said policies, programs, and procedures by way of utilizing a restorative-justice approach.

To that end, the Parties agree that where possible, KCRHA proactively seeks to understand, dismantle, and decenter the constructs of structural racism, White supremacy, and are committed to replacing traditional White supremacist norms and office-culture with anti-racist principles and practice.

The Parties will make a good faith effort to commit to and appropriately balance their respective interests while remaining mutually invested in and committed to our shared values as outlined above.

ARTICLE 1 – UNION MATTERS

1.1 – Membership. Upon authorization by an individual employee to the Union, and notification by the Union to the Employer, the Employer shall provide for payroll deductions of union dues, initiation fees, assessments, and other fees as certified by the Union. The amounts shall be transmitted monthly to the Union on behalf of the employees that have authorized deductions.

Upon authorization by an individual employee to the Union, and notification by the Union to the Employer, the Employer shall provide for payroll deductions of voluntary PAC contributions. The amounts shall be transmitted monthly to the Union on behalf of the employees that have authorized deductions. Employees may increase, decrease, or stop PAC contributions by giving written notice to the Employer and the Union. The beginning and termination of deductions will coincide with the payroll cycle.

1.1.1 The Union shall have the option to transmit to the Employer, by the cut-off date for each payroll period, the name and Employee ID number of Employees who have, since the previous payroll cut-off date, provided authorization for deduction of dues and/or PAC contributions, or have changed their authorization for payroll deductions.

1.1.2 The Employer shall comply with RCW 41.56.110 - Employee Authorization of Membership Dues and Other Payments/Revocation.

1.1.3 The Employer shall remain neutral on the issue of whether any bargaining unit employee should join the Union or otherwise participate in Union activities on non-work time.

1.1.4 Employees not designated as shop stewards are expected not to engage in union activities on work time.

1.1.5 The Employer will refer all employee inquiries or communications regarding union membership to the Union.

1.1.6 The Union shall, only as to deductions made from members of its bargaining unit, indemnify, defend, and save the Employer harmless against any claim, demand, suit, or other form of liability asserted against it as it relates to such deductions. If requested by the Union in writing, the Employer will surrender any such claim, demand, suit, or other form of liability to the Union for defense and resolution.

1.2 – Union Notification. Subject to employee safety concerns raised by the employee, on the first business day of each month, the Employer will supply the Union with the following information about each new employee or new Union eligibility:

1. First and last name
2. USPS mailing address
3. Work phone number

4. Work e-mail address
5. Personal phone number
6. Personal e-mail address (if provided by the employee)
7. Job classification title
8. Department
9. Date of hire
10. Rate of pay
11. FTE
12. Worksite location

1.2.1 On the first business day of each month, the Employer shall send to the Union an employee roster of all employees covered by this agreement. This list shall include the above information and note new hires, job classification changes, and terminations or union eligibility changes.

1.2.2 On the first business day of each month, the Employer will notify the Union if it establishes any new job classifications in this bargaining unit.

1.3 – New Employee Orientation. The Employer shall provide the Union access to new hires for the purpose of introduction and orientation to PROTEC17. A bargaining unit representative, designated by the union, shall be allowed thirty (30) minutes to provide the orientation on the new employee's paid work time.

1.4 – Bulletin Boards. The Employer agrees to provide bulletin boards in areas accessible to the members for the use of Union officers and stewards to post announcements of meetings, election of officers, and any other Union materials. Use of Employer bulletin boards shall comply with applicable Employer policies and postings shall be identified as a Union communication.

1.4.1 The Employer will place contact information for Union representatives and stewards (provided by the Union) and a static page on the RHA Intranet with a link to a web page maintained by PROTEC17 for member notifications.

1.4.2 The Union acknowledges that there is no expectation of privacy for information posted using Employer resources or facilities.

1.5 – Meeting Space. Subject to advance notification of Management, the Union may have access to RHA facilities and reservation of conference rooms for the purpose of Union meetings, provided the use is not disruptive to operations and space is available.

1.6 - Union Representatives. The Executive Director or Union Representative may visit the work location of employees covered by this Agreement during employee lunch and break times for the purpose of investigating grievances and enforcing this Agreement, provided it does not disrupt Employer operations or cause safety concerns and subject to advance notification of Management.

1.7 - Shop Stewards. The Union has the right to designate shop stewards. The Union will provide a list of active Shop Stewards annually or when the list is updated. Shop stewards shall carry out such responsibilities as are assigned to them by the Union but they shall not interfere with the management or

operation of the Employer or direct the work of any employee. Shop Stewards' duties shall not interfere with work duties and shall not be conducted on paid time unless approved by their supervisor in advance. Approval shall not be unreasonably denied for arbitrary and/or capricious reasons. When granting such requests, the supervisor will take into consideration operational needs.

1.7.1 Steward Training. During each year of this Agreement the Union's principal officer may request that Union stewards be provided with up to one work day of unpaid release time to participate in the steward training programs sponsored by the Union. The Union shall submit to the Employer as far in advance as possible, but at least two weeks in advance, the names of those stewards who will be attending training.

ARTICLE 2 – EMPLOYMENT PRACTICES

2.1 – Probation. Any employee who has been hired by the Employer shall be considered a probationary employee during the first six (6) months of employment. The probationary period will automatically extend for any leave of absence greater than two (2) consecutive weeks. During the probationary period, the employee may be discharged without just cause and without recourse to the grievance procedure. The Employer may extend the probationary period for up to three (3) additional months, with mutual agreement by the Union. Probationary employees will receive performance feedback during the probationary period.

An employee promoted to a higher classification in the bargaining unit shall serve a trial period of six (6) months. If the employee does not successfully pass the trial period, the employee shall be returned to their prior position provided it remains vacant.

2.2 – Discipline and Just Cause. The Employer shall not discipline an employee who has successfully passed probation without just cause.

2.2.1 Discipline shall be corrective, not punitive, and shall be progressive in nature where appropriate. Employees have the right to Union representation during any investigatory meeting with the Employer related to the investigation of actions which may lead to discipline. The parties agree that discipline is best issued in confidence when practicable.

2.2.2 Discipline, to be considered valid, must be issued in writing to the affected employee. The Employer will provide the Union with a copy of disciplinary letters.

2.2.3 A Loudermill meeting will be offered prior to a decision to suspend or discharge an employee, and a decision will be made within 30 calendar days of the meeting, unless otherwise mutually agreed to by the parties.

2.2.4 Provided the employee has received no further or additional related discipline in the intervening period, disciplinary action at the level of a written reprimand will not be used for progressive discipline after two years.

2.3 - Personnel Files. Employees may examine their personnel files upon request. Any item placed in an employee's personnel file shall be dated, accurate, and related to employment. The employee shall have the right to add a written rebuttal statement to any material in their personnel file.

2.4 – Job Posting. Open positions will be posted for at least fourteen (14) calendar days.

2.4.1 Job postings will define specific required qualifications for each bargaining unit position advertised. All job announcements for positions covered by this Agreement will specify that the position is represented by PROTEC17.

2.5 – Changes in Policies or Job Descriptions. When the Employer changes existing policies, procedures, or job descriptions, or implements a new policy, procedure, or job description it will provide notice and a copy of the policy or procedure to the Union.

2.6 – Public Records Request. When documents in an individual employee's personnel, payroll, supervisor, training, safety, or medical file, or an employee's written or electronic communications are the subject of a public records request, the Agency will provide the employee notice of the request in advance of the intended release date in accordance with RCW 42.56.250(12). If the Agency receives a public records request for personal information for the entire membership of the Union working for the Agency, the Agency shall notify the Union as soon as possible and prior to the release of the information.

2.7– Travel. The Employer will offer annual regional ORCA passes to each Employee . If the cost increases unexpectedly in a significant way, the Employer reserves the right to reopen this Article 2.7.

2.7.1 Mileage and parking costs incurred during the course of the workday will be reimbursed by the Employer in accordance with the Employer's policies. Eligible mileage will be reimbursed at the IRS mileage reimbursement rate.

2.8 – Striking and Lockouts. The Employer and the Union recognize that the public interest requires the efficient and uninterrupted performance of Employer services. The Union and employees covered by this Agreement shall not go on strike during the term of this Agreement. During the term of this Agreement, nothing permits or grants the Employer the right to lock out its employees.

2.9 – Management Rights. The Union recognizes the Employer has a legitimate need to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers and authority which the Employer has not specifically abridged, delegated, or modified by this Agreement are retained by the Employer. These include the right to establish the qualifications for employment; to direct and manage employees; to determine the Employer's standards of service offered to the public; to hire, promote, transfer, assign, reassign, and retain employees; to introduce and use new or improved methods, equipment or facilities; to discipline, discharge, and lay off employees in accordance with this Agreement; to determine the methods, means, and number of personnel by which the Employer operates; to adopt and enforce work rules provided they do not conflict with this Agreement; and to take action in the event of an emergency declared by the state, federal or other local government.

ARTICLE 3 – RECOGNITION

The Employer hereby recognizes the Professional and Technical Employees, Local 17 (PROTEC17) as the exclusive bargaining representative for all full-time and regular part-time nonsupervisory employees employed by King County Regional Homeless Authority, excluding supervisors, confidential employees, and all other employees as decided by PERC in Decision 13522-A.

ARTICLE 4 – EMPLOYEE RIGHTS

4.1 - Employee Rights. Employees' rights shall include, but not be limited to, the right to:

- a. Clear standards, rules, and policies uniformly applied to all employees covered under this Agreement.
- b. Participate in opportunities for career development relevant to their position with the Employer through such avenues as orientation, training, and continuing education, subject to Employer approval.

4.2 – Equal Opportunity. It is agreed that there shall be no unlawful discrimination in hiring, promotion, continued employment, or application of this Agreement because of age, race, creed, color, religion, national origin, sex, gender expression or identity, marital status, veteran status, disability, sexual orientation, union membership status or activity, or any other protected class under any applicable federal, state, or local laws.

4.2.1 It is agreed by the Employer and the Union that employees should be treated with respect and dignity and that employees have a responsibility to treat others in the same way.

4.2.2 Alleged violations of this Section 4.2 (including subsections) may be addressed through the grievance procedure. However, in the event the Union moves the matter to arbitration, the employee must decide with the Union whether to continue to use the grievance procedure or the procedure established by applicable regulatory agencies. The Employer shall be notified of this decision in writing within 30 days of the Union's decision to move the matter to arbitration. The employee's choice of one process shall preclude the utilization of the other.

4.3 - Safety. The Employer will provide a work environment in accordance with safety and health standards established by the Department of Labor & Industries. Employees will comply with safety and health practices and standards established by the Employer. The Union will work cooperatively with the Employer on safety and health-related matters and will encourage employees to work in a safe manner.

4.3.1 Safety Committee. A safety committee shall be established in accordance with state law. Bargaining unit members on the Safety committee may be elected or appointed by the Union. The committee shall meet at least quarterly. No employees shall be retaliated against for bringing forward safety issues. The safety committee may make recommendations on appropriate trainings for staff.

4.3.2 PPE. The Employer will provide all necessary personal protective equipment, as appropriate for the employee's position, which may include:

- a) Face masks (KN95 when available)
- b) Work boots/shoes
- c) Protective weather gear (cold, rain, etc)
- d) Latex gloves
- e) Flashlight or work light

The total amount budgeted per eligible employee per year for items b and c is \$250.

4.3.3 When working with known sex offenders, or visiting encampments, employees should not be alone. When conducting home visits, employees may request to be accompanied, subject to supervisor approval.

4.3.4 When employees experience traumatic events in the course of work duties, the Employer will offer the opportunity to debrief the situation with a lead or supervisor who can provide resources regarding mental health and/or counseling services. Employees have access to time off according to KCRHA policy and this Agreement to recover from traumatic events in the workplace. The Union and Employer will work together to develop a full list of resources available to employees for mental health support.

4.4 – Labor Management Committee. The Employer and the Union agree to establish a Labor Management Committee (LMC). The purpose of this committee is to discuss matters of concern to either party. Meetings shall be conducted every other month unless mutually agreed otherwise and each side will be allowed up to three (3) representatives unless otherwise agreed upon in advance. Employees may participate during paid work time.

4.5 – Performance Standards. Employees will be notified of new performance standards or changes to performance standards in writing. Employees may be given clear training and development plans for improvement and support from management if performance standards are not being met. Employees are allowed to request union representation when being issued a performance improvement plan.

ARTICLE 5 – GRIEVANCE PROCEDURE

5.1 Purpose. The Employer and the Union recognize the importance and desirability of addressing grievances promptly in the interest of continued good employee relations and morale. In furtherance of this objective, the Employer and the Union will extend every effort to discuss and resolve grievances at the lowest possible level of supervision.

5.2 Grievance Definition. A grievance is defined as an allegation by either party to this Agreement that a violation of one or more terms of this Agreement has occurred.

5.3 Access to Grievance Procedure. An individual employee may present a grievance at Step 1 in accordance with RCW 41.56.080. If the grievance is not resolved at Step 1, only the Union may pursue the grievance beyond Step 1.

5.4 Step 1 – Supervisor/Designee. A grievance must be presented in writing within 30 calendar days of the occurrence or the date the employee is aware of the occurrence. The grievance shall be presented to the employee's supervisor or designee. The grievance will describe the event or circumstances being grieved, the provision(s) of the Agreement(s) that have allegedly been violated and the remedy sought.

1. The supervisor/designee will meet with the grievant and union representative to hear the grievance within 15 business days of the receipt of the Step 1 grievance.
2. The supervisor/designee will issue a written decision to the employee and the Union within 15 business days following the meeting.

5.5 Step 2 – Management Team Representative. The Step 2 grievance must be presented in writing to the appropriate management team representative for investigation, and written reply within 15 business days of the Step 1 response.

1. The director/designee will meet with the Union to hear the grievance within 15 business days of the receipt of the Step 2 grievance.
2. The director/designee will issue a written decision to the Union within 15 business days following the Step 2 grievance meeting.

5.6 Step 3 – CEO/Designee. The Step 3 grievance will be presented in writing to the CEO/designee for investigation and written reply within 15 business days of the Step 2 response.

1. The CEO/designee will meet with the employee and Union to hear the grievance within 30 calendar days of the receipt of the Step 3 grievance.
2. The CEO/designee will issue a written decision to the Union within 30 calendar days following the Step 3 meeting.

5.7 Step 4 – Arbitration. Should the decision of the CEO at Step 3 not resolve the matter, the parties may arbitrate the dispute utilizing the process set forth below.

5.7.1 Selection Process. The representatives for the parties will select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon a third party to serve as an arbitrator, then the arbitrator will be selected from a panel of 11 names furnished by Public Employment Relations Commission (PERC). The arbitrator will be selected from the list by both the Employer and the Union each alternately striking a name from the list until only one name remains. Both parties will participate in a coin toss to determine who goes first for the arbitrator strike process. The remaining name will serve as the arbitrator. The arbitrator's decision will be final and binding upon all parties to the dispute.

5.7.2 Arbitrator's Authority Limited. The arbitrator will have no power to add to, subtract from, disregard, modify or otherwise alter any terms of this Agreement, or to negotiate new agreements, but will have the power only to apply and interpret the provisions of this Agreement in reaching a decision.

5.7.3 Arbitration Expenses. The arbitrator's fee and expenses will be paid equally by the Employer and the Union. The court reporter's fee and expenses, if mutually agreed upon in advance, will be paid equally by the Employer and the Union. Each party will pay the full costs and fees of its representatives, including attorney's fees and the expenses of any witnesses appearing on its own behalf.

5.8 Mediation. Any party, at any time during the grievance process, can request mediation as a form of alternative dispute resolution. If mediation is requested and agreed to by the other party, an impartial mediator will be selected by mutual agreement. If the parties are unable to appoint a mediator by mutual agreement, the parties will request appointment of a mediator by the Public Employment Relations Commission (PERC).

5.9 Timelines. Timelines under this Article may be extended by mutual agreement in writing, by the parties responsible for addressing the grievance at each step. Unless mutually agreed between the parties responsible for addressing the grievance at each step, no grievance step may be bypassed. If a deadline falls on a Saturday, Sunday, Employer recognized holiday or on a day the Employer is closed for business, the next following normal day of business will be considered the deadline.

ARTICLE 6 - LAYOFF

6.1 Notice of Layoff. In the event a permanent or prolonged reduction in personnel is determined to be necessary by the Employer, the Employer shall give the Union, as well as regular full-time and part-time employees affected at least 30 calendar days' notice or pay in lieu of notice prior to layoff.

The notice of layoff shall include:

- A. The classifications affected
- B. The number of positions (FTEs) to be reduced
- C. The current seniority list for each affected classification
- D. The business reason for the layoff

The Employer may give an affected employee pay in lieu of notice for some or all of the notice period.

Upon request, the Union and the Employer shall meet no later than five business days from the date of the request to review the notice of layoff and discuss potential options to avoid layoff.

6.2 Order of Layoff. Volunteers will be sought first among the incumbents in the affected job classifications. After any volunteers have accepted layoff status, seniority shall be the determining factor in such layoff, with the least senior employees in the affected job classification laid off first. Employees that volunteer for layoff status will be eligible to apply for unemployment benefits.

6.2.1 An employee who is being laid off may bump a less senior employee in a lower job classification that they previously held and satisfactorily performed.

6.3 COBRA. Laid off employees may elect COBRA health care continuation coverage at their own expense.

6.4 Recall. Employees on layoff status shall be placed on a reinstatement roster for a period of 12 months from the date of layoff. Whenever vacancies occur, employees will be offered reinstatement in reverse order of layoff into a position the employee previously held. Employees must keep the Employer informed of their current address for purposes of notification and respond to an offer of reinstatement within fifteen (15) calendar days. Failure to do so shall relieve the Employer of any further obligation to recall such employee to work. A recalled employee will maintain their original seniority.

6.5 Seniority Defined. Seniority shall be defined as the employee's hire date or rehire date in the bargaining unit, whichever is most recent. In the event of a tie, seniority will be determined by lottery.

ARTICLE 7 - HOURS OF WORK

7.1 Standard Workweek. The standard workweek for regular non-exempt full-time employees is generally forty (40) hours within a consecutive seven (7) day period. Exempt employees are expected to work the hours necessary to complete their job duties. Different work schedules and workweeks may be established by an employee's Manager to meet job assignments and provide necessary Employer services.

7.2 Alternative Regular Work Schedules. Alternative regular work schedules may be requested by an employee and are subject to agreement with their supervisor. Regular schedules beginning before 7 am or ending after 6 pm are considered alternative work schedules. Volunteers may be sought for alternative schedule needs. Volunteer opportunities will be presented via email.

Employees may be required to work an alternative schedule on short notice due to a weather emergency event or other similar unexpected emergency events. For classifications not normally assigned to emergency events, volunteers will be sought first. When an employee works prior to 7 am or after 6 pm, the employee can arrange to flex their schedule with their supervisor within the same workweek.

7.3 Part-Time Employees. The Employer will determine the schedule for part-time employees based on the requirements of the position.

7.4 Meals and Rest Breaks for Nonexempt Employees. The parties agree to meal and rest periods for nonexempt employees that vary from and supersede WAC 296-126-092 pursuant to RCW 49.12.187.

7.4.1 Rest Periods. Employees shall be provided 15 minutes of paid rest period time for each four hours worked. Rest periods should be taken when operationally feasible.

7.4.2 Meal Breaks. An employee who works more than five (5) consecutive hours in a shift will take one unpaid 30-minute meal period, which will begin no less than 2 hours no more than 5 hours from the start of their shift. Employees may take a "working lunch" and waive their meal break with their supervisor's prior approval. Employees waiving their meal break shall be

allowed to adjust their schedule for that day accordingly, as approved by their supervisor. An employee may request a 60-minute unpaid meal period, which is subject to their supervisor's advance approval.

7.4.3 Rest periods and meal breaks may not be combined or used to arrive late or leave early without the supervisor's permission.

7.5 Exempt Status and Overtime. Positions will be classified as exempt or nonexempt based on job duties and according to state and federal law. Exempt employees are paid on a salary basis. Nonexempt employees are paid on an hourly basis and eligible for overtime at the rate of time and one-half the regular rate of pay for hours worked in excess of forty (40) in the applicable FLSA workweek. Overtime must be approved in advance by the employee's supervisor. Nonexempt employees are required to report all hours worked.

ARTICLE 8 WAGES AND PREMIUMS

8.1 Wages. Bargaining unit employees shall be paid in accordance with the wage ranges set forth in Appendix A.

8.2 Wage Progression. Employees shall progress on the wage ranges in Appendix A in accordance with Employer policy and contingent on available funding.

8.3 Cost of Living Adjustments (COLA).

Effective January 1, 2024 Appendix A will be in effect and employees will be placed on their range with a minimum 4% increase to their December 31, 2023 wage rate.

Effective January 1, 2025, the wage ranges in Appendix A (including employees' placement on the ranges) shall be increased by one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban and Clerical Workers (CPI-W) annual change from June 2023 to June 2024, up to a maximum of four percent (4%).

8.4 Correction of Payroll Errors. In the event that it is determined there has been an error in an employee's paycheck, an underpayment shall be corrected within two pay periods. In the event of an overpayment the Employer will notify the employee, and within thirty (30) calendar days of the notice, the employee must choose to repay the overpayment by either a voluntary wage deduction or by personal check. The employee will have the option to repay the amount over a period of time equal to the number of pay periods during which the overpayment was made. If the employee fails to choose an option, the Employer will deduct the overpayment from the employee's wages over a period of time equal to the number of pay periods during which the overpayment was made. Any overpayment outstanding at separation of employment will be deducted from the employee's final paycheck.

8.5 Working out of classification. When an employee is assigned by the Employer in writing to perform the responsibilities and duties of a higher paid classification for at least one full work shift, they will receive at least 5% premium of their base wage for the time worked in the higher classification.

8.6 Bilingual Premium. Employees who are determined by the Employer to be proficient in a second language and using that language in the course of their work duties will be compensated \$150 per month upon Employer approval. Any employees receiving more than \$150 per month due to being bilingual at

the time of ratification of this Agreement will continue to receive the higher amount as a monthly bilingual premium.

8.8 Professional Development. The Employer shall pay for all required specialized certifications/licensures necessary for an employee to perform their job. The Labor Management Committee will prioritize developing a policy around educational expense reimbursement to be completed by July 31, 2024.

ARTICLE 9 - VACATION, HOLIDAYS, AND LEAVES

9.1 Vacation. The parties agree that vacation is important to the health and wellbeing of employees. Employees are encouraged to take vacation as needed and are therefore afforded unlimited vacation benefits, provided that vacation is subject to approval by the employee's direct supervisor. Employees must submit a request for vacation of up to two days at least 14 days in advance. Employees must submit a request for vacation of three or more days at least 21 days in advance. Approvals and denials of vacation requests will be given in writing to the requesting employee. Employees are encouraged to take a minimum of 10 vacation days each calendar year. Vacation does not accrue and is not paid out upon separation from employment.

9.1.1 Employees eligible for and receiving payments through the WA State Paid Family and Medical Leave (WAPFML) program may request to use vacation for the waiting week, up to one week. Employees may choose to use their accrued sick leave to supplement WAPFML, provided that the total amount they receive is not greater than their regular wage.

9.2 Holidays. Employees are granted the following 12 official holidays and 2 personal holidays. An official holiday that falls on a Saturday will be observed on the preceding Friday; an official holiday that falls on a Sunday will be observed on the Monday immediately following. Full-time employees receive eight (8) hours of paid leave for each holiday. Part-time employees receive a pro-rated number of hours depending on their FTE.

- New Year's Day
- Martin Luther King Jr Day
- Presidents' Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Indigenous Peoples Day
- Veterans Day
- Thanksgiving Day
- Day Following Thanksgiving
- Christmas Day

The Employer recognizes that it has a diverse staff and is part of a diverse community. As such, employees may exchange stated holidays for days that are more meaningful to them. Exchanging holidays requires advance notice and approval from the employee's Chief or People Operations.

Personal Holidays. Each employee may select two (2) Personal Holidays per calendar year to be taken with their supervisor's approval. Full-time employees receive eight (8) hours for each

Personal Holiday. Personal Holidays do not roll over and are forfeited if not used by the end of the calendar year. New hires may request to use their personal holidays after at least thirty (30) days of employment.

9.3 Sick Leave. Employees are granted 3.69 hours of Sick Leave per pay period, prorated by FTE. New employees have access to sick leave on the first day of the month following their start date. Up to 500 hours of unused sick leave roll over from year to year. Newly hired employees will be frontloaded with 16 hours (prorated by FTE) of sick leave.

9.3.1 Sick leave can be used for the following reasons:

- a. The employee's own illness, injury or health condition; to accommodate the need for medical diagnosis, care or treatment of a health condition; or preventive medical care.
- b. The employee's care for a family member with an illness, injury or health condition; care for a family member who needs medical diagnosis, care or treatment; or care for a family member who needs preventive medical care. "Family member" means an employee's child (whether biological, adoptive, foster, step-child, or child for whom employee stands in loco parentis, is a legal guardian for, or is a de facto parent and regardless of age or dependency status); parent (whether biological, adoptive, de facto, step-parent, legal guardian or person who stood in loco parentis to employee when employee was a child); spouse or registered domestic partner; grandparent; grandchild; or sibling.
- c. An absence due to closure of the Employer by order of public official for any health-related reason, or where employee's child's school or day care is closed for such a reason.
- d. Absences covered by the Domestic Violence/Sexual Assault/Stalking leave law.
- e. For any Family Medical Leave Act (FMLA) or Washington Family Care Act (WFCA) qualifying event.

9.3.2 If an employee knows they will be late for work or absent, it is the employee's responsibility to contact their supervisor as soon as possible.

9.3.4 An employee using sick leave on more than three (3) consecutive work days may be required to provide verification that sick leave was used for an authorized purpose in accordance with state law.

9.4 Sick Leave Cash Out. Up to forty (40) hours of accrued unused sick leave shall be cashed out at the employee's base hourly rate of pay and paid to an employee who resigns in good standing with at least two weeks' notice or is laid off.

9.5 Bereavement Leave. Employees shall be granted up to five days bereavement leave per qualifying death of the employee's immediate family. Leave must be taken within 6 months of the death.

9.5.1 Immediate family shall be defined as the employee's:

Parent/in law/step parent/legal guardian
Spouse/registered domestic partner
Child/foster child/step child/or in loco parentis relationship
Sibling/in law
Grandparent
Grandchild
Relative living with the employee

Service pets

Additional paid or unpaid leave may be granted in accordance with the policies that apply to such leave.

9.6 Jury Duty. Employees who are required to serve on jury duty will be compensated at their regular base rate of pay while performing their jury duty, provided that they endorse any payment received for jury duty service to the Employer.

ARTICLE 10 - BENEFITS

10.1 Health Insurance. Medical, dental, and vision coverage shall be offered to full and part-time employees and their eligible dependents according to the terms of the applicable plan. For full-time employees, the Employer shall pay 100% of premium costs for employees and 50% of premium costs for eligible dependents for medical plans offered by the Employer. Employer contributions will be prorated for part-time employees. Employee contributions will be paid via biweekly payroll deduction. The Employer shall pay 100% of premium costs for employees and dependents for vision and dental insurance plans offered by the Employer.

10.2 Life Insurance. Employees are automatically enrolled at no cost in the AWC Basic Life Insurance plan.

10.3 Long Term Disability. Employees are automatically enrolled in the Employer's long-term disability coverage plan at no cost.

10.4 Retirement. Employees are enrolled in pension coverage via the WA State public Employees' Retirement System (PERS). Additionally, employees have the option to enroll in a deferred compensation plan administered by the WA State Department of Retirement Systems (DRS). Information about PERS and DRS can be found at www.drs.wa.gov

10.5 Changes to Benefits. The Employer is not self-insured and does not control the level of benefits offered by medical, dental, or vision plans. Changes will be communicated to employees as soon as practical. The Union shall be given a minimum of 60 days' notice if the Employer wishes to change its insurance carrier. The Union agrees to make a good faith effort to promote AWC's WellCity premium discount and encourage employees to participate.

10.6 Flexible Spending Accounts. The employer agrees to work towards creating medical and dependent care flexible spending accounts as soon as practicable, provided that there is no cost to the Employer other than the monthly administrative fee.

10.7 Washington State Paid Family Medical Leave and Family Long-Term Care Trust Act. The Employer will comply with the Washington State Paid Family Medical Leave (PFML) program and Washington Long-Term Care Trust Act. Premiums are established by the State of Washington. Employees pay the designated employee share of premiums via payroll deduction and the Employer pays the designated employer share.

10.8 Benefits During Leaves of Absence. Unless otherwise required by law, employees on unpaid leaves of absence do not receive or accrue employee benefits. Eligible employees may, however, elect at their sole expense to continue their health insurance coverage at regular rates.

ARTICLE 11 – SAVINGS CLAUSE, ENTIRE AGREEMENT, AND DURATION

11.1 Savings Clause. If any portion of this Agreement is contrary to law or held invalid by any court or administrative agency, the remainder of this Agreement will remain in full force and effect. If any provision is held invalid, the Employer and the Union shall enter into immediate negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

11.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and the parties acknowledge that there are no oral side agreements.

11.3 Duration. This Agreement shall be in full force and effect upon full and final ratification of both parties and shall remain in effect through December 31, 2025. Either party desiring to change or modify any part of this Agreement at its expiration must notify the other party in writing no more than 120 days and no less than 90 days in advance of the above expiration date. This Agreement shall remain in full force and effect during periods of negotiations.

For PROTEC17:

Karen Estevenin, Executive Director

Date

For PROTEC17:

Regan McBride, Union Representative

Date

For King County Regional Homelessness Authority:

Helen Howell, CEO

Date

APPENDIX A

2024 WAGE RANGES BY CLASSIFICATION

Classification	Low	High
Manager	\$100,000	\$139,000
Ombudsperson	\$95,000	\$130,000
Senior Coordinator	\$90,750	\$122,513
Coordinator	\$85,000	\$108,150
Senior Specialist	\$77,250	\$105,000
Specialist	\$75,000	\$98,000

Letter of Understanding

Regarding Pay Progression Policy

Background: KCRHA is in the process of developing a policy regarding pay progression and merit increases. Article 8.2 of this Agreement refers to pay increases for individuals “in accordance with Employer policy”. The Union has an interest in the content of this policy and how it will relate to the Collective Bargaining Agreement.

Agreement:

KCRHA will finalize the pay progression policy no later than March 31, 2024. The policy will address the following:

- The process for requesting a pay increase
- The decision making and approval process for increases
- The factors of an employee’s performance and/or job duties to be considered
- The process for reclassification of an employee’s position.

A copy of the final policy will be distributed to employees and the Union.

Within 30 days, the parties agree to meet to negotiate the impacts of the pay progression policy.



**Labor Agreement
by and between
King County Regional Homelessness Authority
and
Professional & Technical Employees, Local 17
for the
Supervisors Bargaining Unit
Through December 31, 2025**

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JOINT MUTUALITY STATEMENT

The mission of KCRHA is to significantly decrease the incidence of homelessness throughout King County, using equity and social justice principles. We believe that people have the right to dignity, healing and housing. The provisions of this Agreement support the represented employees in carrying out that mission.

KCRHA and the Union (collectively “the Parties”) recognize that employees represented by this Agreement are vital to carrying out the mission of KCRHA. The Parties believe that the KCRHA is best able to achieve its mission when the Parties:

- Commit to minimizing turnover, creating service continuity, and retaining institutional knowledge;
- Create a work environment that supports physical, psychological, and emotional safety and supports employees bringing their diverse identities and lived experience to their work; and
- Share a common mission and values, achieved through open and courageous communication between the Parties.

The Parties agree that KCRHA and its employees are engaged in addressing the emergency of homelessness and providing critical services to our Unhoused Neighbors. The goal of this Agreement is that employees are best able to provide these services in a stable, supportive, environment, prioritizing the mission and the employees.

As outlined by the Interlocal Agreement, the KCRHA is accountable in its decision-making processes and strategic planning to its “Customers” (Unhoused Neighbors) experiences and proactively seeks to incorporate persons with Lived Experience in and throughout decisions.

In partnership, KCRHA and the Union will assure that interpretation of negotiations and administration of the agreement are in every effort to advance and prioritize the mission, values, and guiding principles of KCRHA as outlined by the Interlocal Agreement. Moreover, the Parties shall be mutually committed to KCRHA’s desire to develop said policies, programs, and procedures by way of utilizing a restorative-justice approach.

To that end, the Parties agree that where possible, KCRHA proactively seeks to understand, dismantle, and decenter the constructs of structural racism, White supremacy, and are committed to replacing traditional White supremacist norms and office-culture with anti-racist principles and practice.

The Parties will make a good faith effort to commit to and appropriately balance their respective interests while remaining mutually invested in and committed to our shared values as outlined above.

ARTICLE 1 – UNION MATTERS

1.1 – Membership. Upon authorization by an individual employee to the Union, and notification by the Union to the Employer, the Employer shall provide for payroll deductions of union dues, initiation fees, assessments, and other fees as certified by the Union. The amounts shall be transmitted monthly to the Union on behalf of the employees that have authorized deductions.

Upon authorization by an individual employee to the Union, and notification by the Union to the Employer, the Employer shall provide for payroll deductions of voluntary PAC contributions. The amounts shall be transmitted monthly to the Union on behalf of the employees that have authorized deductions. Employees may increase, decrease, or stop PAC contributions by giving written notice to the Employer and the Union. The beginning and termination of deductions will coincide with the payroll cycle.

1.1.1 The Union shall have the option to transmit to the Employer, by the cut-off date for each payroll period, the name and Employee ID number of Employees who have, since the previous payroll cut-off date, provided authorization for deduction of dues and/or PAC contributions, or have changed their authorization for payroll deductions.

1.1.2 The Employer shall comply with RCW 41.56.110 - Employee Authorization of Membership Dues and Other Payments/Revocation.

1.1.3 The Employer shall remain neutral on the issue of whether any bargaining unit employee should join the Union or otherwise participate in Union activities on non-work time.

1.1.4 Employees not designated as shop stewards are expected not to engage in union activities on work time.

1.1.5 The Employer will refer all employee inquiries or communications regarding union membership to the Union.

1.1.6 The Union shall, only as to deductions made from members of its bargaining unit, indemnify, defend, and save the Employer harmless against any claim, demand, suit, or other form of liability asserted against it as it relates to such deductions. If requested by the Union in writing, the Employer will surrender any such claim, demand, suit, or other form of liability to the Union for defense and resolution.

1.2 – Union Notification. Subject to employee safety concerns raised by the employee, on the first business day of each month, the Employer will supply the Union with the following information about each new employee or new Union eligibility:

1. First and last name
2. USPS mailing address
3. Work phone number

4. Work e-mail address
5. Personal phone number
6. Personal e-mail address (if provided by the employee)
7. Job classification title
8. Department
9. Date of hire
10. Rate of pay
11. FTE
12. Worksite location

1.2.1 On the first business day of each month, the Employer shall send to the Union an employee roster of all employees covered by this agreement. This list shall include the above information and note new hires, job classification changes, and terminations or union eligibility changes.

1.2.2 On the first business day of each month, the Employer will notify the Union if it establishes any new job classifications in this bargaining unit.

1.3 – New Employee Orientation. The Employer shall provide the Union access to new hires for the purpose of introduction and orientation to PROTEC17. A bargaining unit representative, designated by the union, shall be allowed thirty (30) minutes to provide the orientation on the new employee's paid work time.

1.4 – Bulletin Boards. The Employer agrees to provide bulletin boards in areas accessible to the members for the use of Union officers and stewards to post announcements of meetings, election of officers, and any other Union materials. Use of Employer bulletin boards shall comply with applicable Employer policies and postings shall be identified as a Union communication.

1.4.1 The Employer will place contact information for Union representatives and stewards (provided by the Union) and a static page on the RHA Intranet with a link to a web page maintained by PROTEC17 for member notifications.

1.4.2 The Union acknowledges that there is no expectation of privacy for information posted using Employer resources or facilities.

1.5 – Meeting Space. Subject to advance notification of Management, the Union may have access to RHA facilities and reservation of conference rooms for the purpose of Union meetings, provided the use is not disruptive to operations and space is available.

1.6 – Union Representatives. The Executive Director or Union Representative may visit the work location of employees covered by this Agreement during employee lunch and break times for the purpose of investigating grievances and enforcing this Agreement, provided it does not disrupt Employer operations or cause safety concerns and subject to advance notification of Management.

1.7 – Shop Stewards. The Union has the right to designate shop stewards. The Union will provide a list of active Shop Stewards annually or when the list is updated. Shop stewards shall carry out such

responsibilities as are assigned to them by the Union but they shall not interfere with the management or operation of the Employer or direct the work of any employee. Shop Stewards' duties shall not interfere with work duties and shall not be conducted on paid time unless approved by their supervisor in advance. Approval shall not be unreasonably denied for arbitrary and/or capricious reasons. When granting such requests, the supervisor will take into consideration operational needs.

1.7.1 Steward Training. During each year of this Agreement the Union's principal officer may request that Union stewards be provided with up to one work day of unpaid release time to participate in the steward training programs sponsored by the Union. The Union shall submit to the Employer as far in advance as possible, but at least two weeks in advance, the names of those stewards who will be attending training.

ARTICLE 2 – EMPLOYMENT PRACTICES

2.1 – Probation. Any employee who has been hired by the Employer shall be considered a probationary employee during the first nine (9) months of employment. The probationary period will automatically extend for any leave of absence greater than two (2) consecutive weeks. During the probationary period, the employee may be discharged without just cause and without recourse to the grievance procedure. The Employer may extend the probationary period for up to three (3) additional months, with mutual agreement by the Union. Probationary employees will receive performance feedback during the probationary period.

An employee promoted to a higher classification in the bargaining unit shall serve a trial period of six (6) months. If the employee does not successfully pass the trial period, the employee shall be returned to their prior position provided it remains vacant.

2.2 – Discipline and Just Cause. The Employer shall not discipline an employee who has successfully passed probation without just cause.

2.2.1 Discipline shall be corrective, not punitive, and shall be progressive in nature where appropriate. Employees have the right to Union representation during any investigatory meeting with the Employer related to the investigation of actions which may lead to discipline. The parties agree that discipline is best issued in confidence when practicable.

2.2.2 Discipline, to be considered valid, must be issued in writing to the affected employee. The Employer will provide the Union with a copy of disciplinary letters.

2.2.3 A Loudermill meeting will be offered prior to a decision to suspend or discharge an employee, and a decision will be made within 30 calendar days of the meeting, unless otherwise mutually agreed to by the parties.

2.2.4 Provided the employee has received no further or additional related discipline in the intervening period, disciplinary action at the level of a written reprimand will not be used for progressive discipline after two years.

2.3 – Personnel Files. Employees may examine their personnel files upon request. Any item placed in an employee's personnel file shall be dated, accurate, and related to employment. The employee shall have the right to add a written rebuttal statement to any material in their personnel file.

2.4 – Job Posting. Open positions will be posted for at least seven (7) calendar days. Bargaining unit employees will be notified when an open position is posted by placement of the posting on the intranet.

2.4.1 Job postings will define specific required qualifications for each bargaining unit position advertised. All job announcements for positions covered by this Agreement will specify that the position is represented by PROTEC17.

2.4.2 Bargaining unit employees who apply for and meet an open position's qualifications in the Employer's discretion shall be offered a first round interview.

2.5 – Changes in Policies or Job Descriptions. When the Employer changes existing policies, procedures, or job descriptions, or implements a new policy, procedure, or job description it will provide notice and a copy of the policy or procedure to the Union.

2.6 – Public Records Request. When documents in an individual employee's personnel, payroll, supervisor, training, safety, or medical file, or an employee's written or electronic communications are the subject of a public records request, the Agency will provide the employee notice of the request in advance of the intended release date in accordance with RCW 42.56.250(12). If the Agency receives a public records request for personal information for the entire membership of the Union working for the Agency, the Agency shall notify the Union as soon as possible and prior to the release of the information.

2.7– Travel. The Employer will offer annual regional ORCA passes to each Employee . If the cost increases unexpectedly in a significant way, the Employer reserves the right to reopen this Article 2.7.

2.7.1 Mileage and parking costs incurred during the course of the workday will be reimbursed by the Employer in accordance with the Employer's policies. Eligible mileage will be reimbursed at the IRS mileage reimbursement rate.

2.8 – Striking and Lockouts. The Employer and the Union recognize that the public interest requires the efficient and uninterrupted performance of Employer services. The Union and employees covered by this Agreement shall not go on strike during the term of this Agreement. During the term of this Agreement, nothing permits or grants the Employer the right to lock out its employees.

2.9 – Management Rights. The Union recognizes the Employer has a legitimate need to operate and manage its affairs in all respects in accordance with its lawful mandate, and the powers and authority which the Employer has not specifically abridged, delegated, or modified by this Agreement are retained by the Employer. These include the right to establish the qualifications for employment; to direct and manage employees; to determine the Employer's standards of service offered to the public; to hire, promote, transfer, assign, reassign, and retain employees; to introduce and use new or improved methods,

equipment or facilities; to discipline, discharge, and lay off employees in accordance with this Agreement; to determine the methods, means, and number of personnel by which the Employer operates; to adopt and enforce work rules provided they do not conflict with this Agreement; and to take action in the event of an emergency declared by the state, federal or other local government.

ARTICLE 3 – RECOGNITION

The Employer hereby recognizes the Professional and Technical Employees, Local 17 (PROTEC17) as the exclusive bargaining representative for all full-time and regular part-time supervisory employees employed by King County Regional Homeless Authority in the following job classes: Co-Director of Peer Navigation, Lead Systems Advocates, Program Manager, Program Performance Manager, Procurement and Policy Manager, Community Capacity Manager, and Accounting Manager, excluding nonsupervisory employees, confidential employees, and all other employees as decided by PERC in Decision 13662-PECB.

ARTICLE 4 – EMPLOYEE RIGHTS

4.1 - Employee Rights. Employees' rights shall include, but not be limited to, the right to:

- a. Clear standards, rules, and policies uniformly applied to all employees covered under this Agreement.
- b. Participate in opportunities for career development relevant to their position with the Employer through such avenues as orientation, training, and continuing education, subject to Employer approval.

4.2 – Equal Opportunity. It is agreed that there shall be no unlawful discrimination in hiring, promotion, continued employment, or application of this Agreement because of age, race, creed, color, religion, national origin, sex, gender expression or identity, marital status, veteran status, disability, sexual orientation, union membership status or activity, or any other protected class under any applicable federal, state, or local laws.

4.2.1 It is agreed by the Employer and the Union that employees should be treated with respect and dignity and that employees have a responsibility to treat others in the same way.

4.2.2 Alleged violations of this Section 4.2 (including subsections) may be addressed through the grievance procedure. However, in the event the Union moves the matter to arbitration, the employee must decide with the Union whether to continue to use the grievance procedure or the procedure established by applicable regulatory agencies. The Employer shall be notified of this decision in writing within 30 days of the Union's decision to move the matter to arbitration. The employee's choice of one process shall preclude the utilization of the other.

4.3 - Safety. The Employer will provide a work environment in accordance with safety and health standards established by the Department of Labor & Industries. Employees will comply with safety and

health practices and standards established by the Employer. The Union will work cooperatively with the Employer on safety and health-related matters and will encourage employees to work in a safe manner.

4.3.1 Safety Committee. A safety committee shall be established in accordance with state law. Bargaining unit members on the Safety committee may be elected or appointed by the Union. The committee shall meet at least quarterly. No employees shall be retaliated against for bringing forward safety issues. The safety committee may make recommendations on appropriate trainings for staff.

4.3.2 PPE. The Employer will provide all necessary personal protective equipment, as appropriate for the employee's position, which may include:

- a) Face masks (KN95 when available)
- b) Work boots/shoes
- c) Protective weather gear (cold, rain, etc)
- d) Latex gloves
- e) Flashlight or work light

The total amount budgeted per eligible employee per year for items b and c is \$250.

4.3.3 When working with known sex offenders, or visiting encampments, employees should not be alone. When conducting home visits, employees may request to be accompanied, subject to supervisor approval.

4.3.4 When employees experience traumatic events in the course of work duties, the Employer will offer the opportunity to debrief the situation with a lead or supervisor who can provide resources regarding mental health and/or counseling services. Employees have access to time off according to KCRHA policy and this Agreement to recover from traumatic events in the workplace. The Union and Employer will work together to develop a full list of resources available to employees for mental health support.

4.4 – Labor Management Committee. The Employer and the Union agree to establish a Labor Management Committee (LMC). The purpose of this committee is to discuss matters of concern to either party. Meetings shall be conducted every other month unless mutually agreed otherwise and each side will be allowed up to three (3) representatives unless otherwise agreed upon in advance. Employees may participate during paid work time.

4.5 – Performance Standards. Employees will be notified of new performance standards or changes to performance standards in writing. Employees may be given clear training and development plans for improvement and support from management if performance standards are not being met. Employees are allowed to request union representation when being issued a performance improvement plan.

ARTICLE 5 – GRIEVANCE PROCEDURE

5.1 Purpose. The Employer and the Union recognize the importance and desirability of addressing grievances promptly in the interest of continued good employee relations and morale. In furtherance of this objective, the Employer and the Union will extend every effort to discuss and resolve grievances at the lowest possible level of supervision.

5.2 Grievance Definition. A grievance is defined as an allegation by either party to this Agreement that a violation of one or more terms of this Agreement has occurred.

5.3 Access to Grievance Procedure. An individual employee may present a grievance at Step 1 in accordance with RCW 41.56.080. If the grievance is not resolved at Step 1, only the Union may pursue the grievance beyond Step 1.

5.4 Step 1 – Supervisor/Designee. A grievance must be presented in writing within 30 calendar days of the occurrence or the date the employee is aware of the occurrence. The grievance shall be presented to the employee's supervisor or designee (unless the supervisor or designee is represented, in which case the grievance will be presented to the supervisor's supervisor or designee). The grievance will describe the event or circumstances being grieved, the provision(s) of the Agreement(s) that have allegedly been violated and the remedy sought.

1. The supervisor/designee will meet with the grievant and union representative to hear the grievance within 15 business days of the receipt of the Step 1 grievance.
2. The supervisor/designee will issue a written decision to the employee and the Union within 15 business days following the meeting.

5.5 Step 2 – Management Team Representative. The Step 2 grievance must be presented in writing to the appropriate management team representative for investigation, and written reply within 15 business days of the Step 1 response.

1. The director/designee will meet with the Union to hear the grievance within 15 business days of the receipt of the Step 2 grievance.
2. The director/designee will issue a written decision to the Union within 15 business days following the Step 2 grievance meeting.

5.6 Step 3 – CEO/Designee. The Step 3 grievance will be presented in writing to the CEO/designee for investigation and written reply within 15 business days of the Step 2 response.

1. The CEO/designee will meet with the employee and Union to hear the grievance within 30 calendar days of the receipt of the Step 3 grievance.
2. The CEO/designee will issue a written decision to the Union within 30 calendar days following the Step 3 meeting.

5.7 Step 4 – Arbitration. Should the decision of the CEO at Step 3 not resolve the matter, the parties may arbitrate the dispute utilizing the process set forth below.

5.7.1 Selection Process. The representatives for the parties will select a third disinterested party to serve as an arbitrator. In the event that the parties are unable to agree upon a third party to serve as an arbitrator, then the arbitrator will be selected from a panel of 11 names furnished by Public Employment Relations Commission (PERC). The arbitrator will be selected from the list by both the Employer and the Union each alternately striking a name from the list until only one name remains. Both parties will participate in a coin toss to determine who goes first for the arbitrator strike process. The remaining name will serve as the arbitrator. The arbitrator's decision will be final and binding upon all parties to the dispute.

5.7.2 Arbitrator's Authority Limited. The arbitrator will have no power to add to, subtract from, disregard, modify or otherwise alter any terms of this Agreement, or to negotiate new agreements, but will have the power only to apply and interpret the provisions of this Agreement in reaching a decision.

5.7.3 Arbitration Expenses. The arbitrator's fee and expenses will be paid equally by the Employer and the Union. The court reporter's fee and expenses, if mutually agreed upon in advance, will be paid equally by the Employer and the Union. Each party will pay the full costs and fees of its representatives, including attorney's fees and the expenses of any witnesses appearing on its own behalf.

5.8 Mediation. Any party, at any time during the grievance process, can request mediation as a form of alternative dispute resolution. If mediation is requested and agreed to by the other party, an impartial mediator will be selected by mutual agreement. If the parties are unable to appoint a mediator by mutual agreement, the parties will request appointment of a mediator by the Public Employment Relations Commission (PERC).

5.9 Timelines. Timelines under this Article may be extended by mutual agreement in writing, by the parties responsible for addressing the grievance at each step. Unless mutually agreed between the parties responsible for addressing the grievance at each step, no grievance step may be bypassed. If a deadline falls on a Saturday, Sunday, Employer recognized holiday or on a day the Employer is closed for business, the next following normal day of business will be considered the deadline.

ARTICLE 6 - LAYOFF

6.1 Notice of Layoff. In the event a permanent or prolonged reduction in personnel is determined to be necessary by the Employer, the Employer shall give the Union, as well as regular full-time and part-time employees affected at least 30 calendar days' notice or pay in lieu of notice prior to layoff.

The notice of layoff shall include:

- A. The classifications affected
- B. The number of positions (FTEs) to be reduced
- C. The current seniority list for each affected classification
- D. The business reason for the layoff

The Employer may give an affected employee pay in lieu of notice for some or all of the notice period.

Upon request, the Union and the Employer shall meet no later than five business days from the date of the request to review the notice of layoff and discuss potential options to avoid layoff.

6.2 Order of Layoff. Volunteers will be sought first among the incumbents in the affected job classifications. After any volunteers have accepted layoff status, seniority shall be the determining factor in such layoff, with the least senior employees in the affected job classification laid off first. Employees that volunteer for layoff status will be eligible to apply for unemployment benefits.

6.2.1 An employee who is being laid off may bump a less senior employee in a lower job classification that they previously held and satisfactorily performed.

6.3 COBRA. Laid off employees may elect COBRA health care continuation coverage at their own expense.

6.4 Recall. Employees on layoff status shall be placed on a reinstatement roster for a period of 12 months from the date of layoff. Whenever vacancies occur, employees will be offered reinstatement in reverse order of layoff into a position the employee previously held. Employees must keep the Employer informed of their current address for purposes of notification and respond to an offer of reinstatement within fifteen (15) calendar days. Failure to do so shall relieve the Employer of any further obligation to recall such employee to work. A recalled employee will maintain their original seniority.

6.5 Seniority Defined. Seniority shall be defined as the employee's hire date or rehire date in the bargaining unit, whichever is most recent. In the event of a tie, seniority will be determined by lottery.

ARTICLE 7 - HOURS OF WORK

7.1 Standard Workweek. The standard workweek for regular exempt full-time employees is generally forty (40) hours within a consecutive seven (7) day period. Exempt employees are expected to work the hours necessary to complete their job duties. Different work schedules and workweeks may be established by an employee's Manager to meet job assignments and provide necessary Employer services.

7.2 Alternative Regular Work Schedules. Alternative regular work schedules may be requested by an employee and are subject to agreement with their supervisor. Regular schedules beginning before 7 am or ending after 6 pm are considered alternative work schedules. Employees may be required to work an alternative schedule on short notice due to a weather emergency event or other similar unexpected emergency events. For classifications not normally assigned to emergency events, volunteers will be sought first. When an employee works prior to 7 am or after 6 pm, the employee can arrange to flex their schedule with their supervisor within the following two (2) weeks.

ARTICLE 8 WAGES AND PREMIUMS

8.1 Wages. Bargaining unit employees shall be paid in accordance with the wage ranges set forth in Appendix A.

8.2 Wage Progression. Employees shall progress on the wage ranges in Appendix A in accordance with Employer policy and contingent on available funding.

8.3 Cost of Living Adjustments (COLA).

Effective January 1, 2024 Appendix A will be in effect and employees will be placed on their range with a minimum 4% increase to their December 31, 2023 wage rate.

Effective January 1, 2025, the wage ranges in Appendix A (including employees' placement on the ranges) shall be increased by one hundred percent (100%) of the percentage increase in the Seattle-Tacoma-Bellevue Area Consumer Price Index for Urban and Clerical Workers (CPI-W) annual change from June 2023 to June 2024, up to a maximum of four percent (4%).

8.4 Correction of Payroll Errors. In the event that it is determined there has been an error in an employee's paycheck, an underpayment shall be corrected within two pay periods. In the event of an overpayment the Employer will notify the employee, and within thirty (30) calendar days of the notice, the employee must choose to repay the overpayment by either a voluntary wage deduction or by personal check. The employee will have the option to repay the amount over a period of time equal to the number of pay periods during which the overpayment was made. If the employee fails to choose an option, the Employer will deduct the overpayment from the employee's wages over a period of time equal to the number of pay periods during which the overpayment was made. Any overpayment outstanding at separation of employment will be deducted from the employee's final paycheck.

8.5 Working out of classification. When an employee is assigned by the Employer in writing to perform the responsibilities and duties of a higher classification for at least one full work shift, they will receive at least 5% premium of their base wage for the time worked in the higher classification.

When an employee is assigned by the Employer in writing to perform the responsibilities and duties of a separate classification in the bargaining unit for at least twenty one (21) calendar days, they will receive at least 5% premium of their base wage for the time worked in the separate classification.

8.6 Bilingual Premium. Employees who are determined by the Employer to be proficient in a second language and using that language in the course of their work duties will be compensated \$200 per month upon Employer approval.

8.8 Professional Development. The Employer shall pay for all required specialized certifications/licensures necessary for an employee to perform their job. The Labor Management Committee will prioritize developing a policy around educational expense reimbursement to be completed by July 31, 2024.

ARTICLE 9 - VACATION, HOLIDAYS, AND LEAVES

9.1 Vacation. The parties agree that vacation is important to the health and wellbeing of employees. Employees are encouraged to take vacation as needed and are therefore afforded unlimited vacation benefits, provided that vacation is subject to approval by the employee's direct supervisor. Employees must submit a request for vacation of up to two days at least 14 days in advance. Employees must submit

a request for vacation of three or more days at least 21 days in advance. Approvals and denials of vacation requests will be given in writing to the requesting employee. Employees are encouraged to take a minimum of 10 vacation days each calendar year. Vacation does not accrue and is not paid out upon separation from employment.

9.1.1 Employees eligible for and receiving payments through the WA State Paid Family and Medical Leave (WAPFML) program may request to use vacation for the waiting week, up to one week. Employees may choose to use their accrued sick leave to supplement WAPFML, provided that the total amount they receive is not greater than their regular wage.

9.2 Holidays. Employees are granted the following 12 official holidays and 2 personal holidays. An official holiday that falls on a Saturday will be observed on the preceding Friday; an official holiday that falls on a Sunday will be observed on the Monday immediately following. Full-time employees receive eight (8) hours of paid leave for each holiday. Part-time employees receive a pro-rated number of hours depending on their FTE.

- New Year's Day
- Martin Luther King Jr Day
- Presidents' Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Indigenous Peoples Day
- Veterans Day
- Thanksgiving Day
- Day Following Thanksgiving
- Christmas Day

The Employer recognizes that it has a diverse staff and is part of a diverse community. As such, employees may exchange stated holidays for days that are more meaningful to them. Exchanging holidays requires advance notice and approval from the employee's Chief or People Operations.

Personal Holidays. Each employee may select two (2) Personal Holidays per calendar year to be taken with their supervisor's approval. Full-time employees receive eight (8) hours for each Personal Holiday. Personal Holidays do not roll over and are forfeited if not used by the end of the calendar year. New hires may request to use their personal holidays after at least thirty (30) days of employment.

9.3 Sick Leave. Employees are granted 3.69 hours of Sick Leave per pay period, prorated by FTE. New employees have access to sick leave on the first day of the month following their start date. Up to 500 hours of unused sick leave roll over from year to year. Newly hired employees will be frontloaded with 16 hours (prorated by FTE) of sick leave.

9.3.1 Sick leave can be used for the following reasons:

- a. The employee's own illness, injury or health condition; to accommodate the need for medical diagnosis, care or treatment of a health condition; or preventive medical care.
- b. The employee's care for a family member with an illness, injury or health condition; care for a family member who needs medical diagnosis, care or treatment; or care for a family

member who needs preventive medical care. “Family member” means an employee’s child (whether biological, adoptive, foster, step-child, or child for whom employee stands in loco parentis, is a legal guardian for, or is a de facto parent and regardless of age or dependency status); parent (whether biological, adoptive, de facto, step-parent, legal guardian or person who stood in loco parentis to employee when employee was a child); spouse or registered domestic partner; grandparent; grandchild; or sibling.

- c. An absence due to closure of the Employer by order of public official for any health-related reason, or where employee’s child’s school or day care is closed for such a reason.
- d. Absences covered by the Domestic Violence/Sexual Assault/Stalking leave law.
- e. For any Family Medical Leave Act (FMLA) or Washington Family Care Act (WFCA) qualifying event.

9.3.2 If an employee knows they will be late for work or absent, it is the employee’s responsibility to contact their supervisor as soon as possible.

9.3.4 An employee using sick leave on more than three (3) consecutive work days may be required to provide verification that sick leave was used for an authorized purpose in accordance with state law.

9.4 Sick Leave Cash Out. Up to forty (40) hours of accrued unused sick leave shall be cashed out at the employee’s base hourly rate of pay and paid to an employee who resigns in good standing with at least two weeks’ notice or is laid off.

9.5 Bereavement Leave. Employees shall be granted up to five days bereavement leave per qualifying death of the employee’s immediate family. Leave must be taken within 6 months of the death.

9.5.1 Immediate family shall be defined as the employee’s:

- Parent/in law/step parent/legal guardian
- Spouse/registered domestic partner
- Child/foster child/step child/or in loco parentis relationship
- Sibling/in law
- Grandparent
- Grandchild
- Relative living with the employee
- Service pets

Additional paid or unpaid leave may be granted in accordance with the policies that apply to such leave.

9.6 Jury Duty. Employees who are required to serve on jury duty will be compensated at their regular base rate of pay while performing their jury duty, provided that they endorse any payment received for jury duty service to the Employer.

ARTICLE 10 - BENEFITS

10.1 Health Insurance. Medical, dental, and vision coverage shall be offered to full and part-time employees and their eligible dependents according to the terms of the applicable plan. For full-time

employees, the Employer shall pay 100% of premium costs for employees and 50% of premium costs for eligible dependents for medical plans offered by the Employer. Employer contributions will be prorated for part-time employees. Employee contributions will be paid via biweekly payroll deduction. The Employer shall pay 100% of premium costs for employees and dependents for vision and dental insurance plans offered by the Employer.

10.2 Life Insurance. Employees are automatically enrolled at no cost in the AWC Basic Life Insurance plan.

10.3 Long Term Disability. Employees are automatically enrolled in the Employer's long-term disability coverage plan at no cost.

10.4 Retirement. Employees are enrolled in pension coverage via the WA State public Employees' Retirement System (PERS). Additionally, employees have the option to enroll in a deferred compensation plan administered by the WA State Department of Retirement Systems (DRS). Information about PERS and DRS can be found at www.drs.wa.gov

10.5 Changes to Benefits. The Employer is not self-insured and does not control the level of benefits offered by medical, dental, or vision plans. Changes will be communicated to employees as soon as practical. The Union shall be given a minimum of 60 days' notice if the Employer wishes to change its insurance carrier. The Union agrees to make a good faith effort to promote AWC's WellCity premium discount and encourage employees to participate.

10.6 Flexible Spending Accounts. The employer agrees to work towards creating medical and dependent care flexible spending accounts as soon as practicable, provided that there is no cost to the Employer other than the monthly administrative fee.

10.7 Washington State Paid Family Medical Leave and Family Long-Term Care Trust Act. The Employer will comply with the Washington State Paid Family Medical Leave (PFML) program and Washington Long-Term Care Trust Act. Premiums are established by the State of Washington. Employees pay the designated employee share of premiums via payroll deduction and the Employer pays the designated employer share.

10.8 Benefits During Leaves of Absence. Unless otherwise required by law, employees on unpaid leaves of absence do not receive or accrue employee benefits. Eligible employees may, however, elect at their sole expense to continue their health insurance coverage at regular rates.

ARTICLE 11 – SAVINGS CLAUSE, ENTIRE AGREEMENT, AND DURATION

11.1 Savings Clause. If any portion of this Agreement is contrary to law or held invalid by any court or administrative agency, the remainder of this Agreement will remain in full force and effect. If any provision is held invalid, the Employer and the Union shall enter into immediate negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such provision.

11.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and the parties acknowledge that there are no oral side agreements.

11.3 Duration. This Agreement shall be in full force and effect upon full and final ratification of both parties and shall remain in effect through December 31, 2025. Either party desiring to change or modify any part of this Agreement at its expiration must notify the other party in writing no more than 120 days

and no less than 90 days in advance of the above expiration date. This Agreement shall remain in full force and effect during periods of negotiations.

For PROTEC17:

Karen Estevenin, Executive Director

Date

For PROTEC17:

Regan McBride, Union Representative

Date

For King County Regional Homelessness Authority:

Helen Howell, CEO

Date

APPENDIX A
2024 WAGE RANGES BY CLASSIFICATION

Classification	Low	High
Director	\$115,000	\$155,000
Manager	\$100,000	\$139,000

Letter of Understanding
Regarding Pay Progression Policy

Background: KCRHA is in the process of developing a policy regarding pay progression and merit increases. Article 8.2 of this Agreement refers to pay increases for individuals “in accordance with

Employer policy”. The Union has an interest in the content of this policy and how it will relate to the Collective Bargaining Agreement.

Agreement:

KCRHA will finalize the pay progression policy no later than March 31, 2024. The policy will address the following:

- The process for requesting a pay increase
- The decision making and approval process for increases
- The factors of an employee’s performance and/or job duties to be considered
- The process for reclassification of an employee’s position.

A copy of the final policy will be distributed to employees and the Union.

Within 30 days, the parties agree to meet to negotiate the impacts of the pay progression policy.