



TACOMA HOUSING AUTHORITY

RESOLUTION 2018-08-22 (6)

Date: August 22, 2018
To: THA Board of Commissioners
From: Michael Mirra
Executive Director
Re: Ratify the OPEIU contract

This Resolution would authorize Tacoma Housing Authority's (THA) Executive Director to sign the newly ratified collective bargaining agreement between the Tacoma Housing Authority ("THA") and the Office and Professional Employee International Union ("OPEIU") collective bargaining agreement.

Background

On August 21, 2018, THA's staff who constitute the bargaining unit represented by OPEIU voted to ratify the new collective bargaining agreement (CBA) that was negotiated by representatives of OPEIU and THA. This is a 3-year contract that expires on June 30, 2021.

Attached is the new CBA showing deletions from the last contract in ~~black bold~~ and additions from the last contract in **black bold**. The notable items of the new CBA are as follows:

- a. We updated the language in Article 4 and throughout the contract to reflect the recent Supreme Court decision in *Janus v. AFSCME*.
- b. We updated the healthcare plan cost sharing language so that, beginning in 2019, THA will pay for 97% of employee-only coverage and 74% of dependent coverage. The previous contract was 97.5% and 81% respectively.
- c. We agreed to add Christmas Eve as an additional paid holiday.
- d. We updated language throughout the contract to comply with Washington's new Paid Sick Leave law.
- e. We added new Articles regarding "Work in a Higher Classification" and "Retroactive Compensation".

- f. We negotiated new higher salary ranges as a result of the comprehensive total compensation survey conducted by an external compensation consulting firm.
- g. We agreed to a 3% across-the-board increase and a 2% budget for the Variable Pay budget for the years 2018, 2019, and 2020. The agreement contains language that reserves the right to renegotiate the salary increase or Variable Pay fund percentage in upcoming years should THA incur a significant revenue shortfall as a result of state or federal budget reductions.

Recommendation

Approve Resolution 2018-08-22 (6) authorizing THA's Executive Director to sign the new OPEIU-THA collective bargaining agreement.



TACOMA HOUSING AUTHORITY

RESOLUTION 2018-08-22 (6) (Ratify the OPEIU Contract)

A **RESOLUTION** of the Board of Commissioners of the Housing Authority of the City of Tacoma

WHEREAS, The collective bargaining agreement between the Tacoma Housing Authority (THA) and the Office and Professional Employees International Union (OPEIU) expired on June 30, 2018; and

WHEREAS, THA and OPEIU reached an agreement on a new collective bargaining agreement; THA staff in the OPEIU bargaining unit voted to ratify the collective bargaining agreement; and

WHEREAS, The Board of Commissioners finds that the collective bargaining agreement is fair and reasonable and that it would serve THA's interests; now, therefore, be it

Resolved by the Board of Commissioners of the Housing Authority of the City of Tacoma, Washington as follows:

1. THA's Executive Director will sign the ratified THA-OPEIU collective bargaining agreement in the form set forth in the attached draft.
2. This resolution shall be in full force and effect from and after its adoption and approval.

Approved: August 22, 2018

Dr. Minh-Anh Hodge, Chair

BETWEEN

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION
LOCAL 8

AND

HOUSING AUTHORITY OF THE CITY OF TACOMA

July 1, 2018 – June 30, ~~2018~~ 2021

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 8
2800 First Avenue #304
Seattle, WA 98121
(800) 600-2433

TACOMA HOUSING AUTHORITY
902 South L Street
Tacoma, WA 98405
(253) 207-~~4422~~4420

TABLE OF CONTENTS

ARTICLE 1	1
DEFINITIONS AND CONSTRUCTION.....	1
ARTICLE 2	3
SCOPE OF AGREEMENT	3
SECTION 2.1 Union Recognition	3
SECTION 2.2 Coverage	3
SECTION 2.3 Management Rights	3
ARTICLE 3	4
BARGAINING UNIT WORK.....	4
SECTION 3.1 General Provision.....	4
SECTION 3.2 Light Duty Work.....	4
ARTICLE 4	4
UNION BUSINESS.....	4
SECTION 4.1 Union Security and Membership and Deductions	4
SECTION 4.2 Union Representatives and Activity	5
ARTICLE 5	6
WORK SCHEDULE	6
SECTION 5.1 Workweek - Workday	6
SECTION 5.2 Lunch and Break Periods	6
SECTION 5.3 Overtime.....	7
SECTION 5.4 Minimum Reporting Pay.....	7
SECTION 5.5 Severe Weather or Emergency Closure Conditions.....	7
ARTICLE 6	8
MAINTENANCE OF BENEFITS AND COLLABORATIVE EFFORTS.....	8
ARTICLE 7	8
COMPENSATION	8
SECTION 7.1 Base Rates of Pay.....	8
SECTION 7.2 Pay Periods.....	8
SECTION 7.3 Temporary	8
SECTION 7.4 Promotions	8
SECTION 7.5 Wages for Bumping Employees	8
ARTICLE 8	9

INSURANCE, RETIREMENT AND DEFERRED COMPENSATION.....	9
SECTION 8.1 Health Insurance	9
SECTION 8.2 Cost Sharing	9
SECTION 8.3 Dental Insurance	9
SECTION 8.4 Life Insurance and AD&D	9
SECTION 8.5 Disability Insurance	9
SECTION 8.6 Employee Assistance Program.....	9
SECTION 8.7 Social Security	10
SECTION 8.8 Deferred Compensation Program.....	10
SECTION 8.9 Health Care and Dependent Care Flexible Spending Accounts	10
ARTICLE 9	10
HOLIDAYS, VACATION AND LEAVE.....	10
SECTION 9.1 Holidays	10
SECTION 9.2 Vacations.....	11
SECTION 9.3 Sick Leave.....	12
SECTION 9.4 Sick and Vacation Leave Accrual during Unpaid Absences	14
SECTION 9.5 Death in Employee's Family	14
SECTION 9.6 Jury and Witness Duty	14
SECTION 9.7 Military Duty.....	14
SECTION 9.8 Leave of Absence Without Pay.....	14
ARTICLE 10	15
EDUCATION/TRAINING.....	15
SECTION 10.1 Educational and Training Programs.....	15
SECTION 10.2 Orientation Sessions.....	15
SECTION 10.3 Education Assistance	15
ARTICLE 11	16
DEFINITION OF SENIORITY	16
SECTION 11.1 Definition of Seniority	16
SECTION 11.2 Accrual of Seniority	16
SECTION 11.3 Loss of Seniority	16
ARTICLE 12	16
JOB VACANCIES.....	16
SECTION 12.1 Vacancy Posting.....	16
SECTION 12.2 Notification of Union.....	17
SECTION 12.3 Temporary Employment	17
ARTICLE 13	18
PERFORMANCE EVALUATIONS.....	18

ARTICLE 14	18
DISCIPLINE AND TERMINATION OF EMPLOYMENT	18
SECTION 14.1 Discipline and Discharge of Regular Employees	18
SECTION 14.2 Discipline and Discharge of Other Employees	19
SECTION 14.3 Resignation.....	19
ARTICLE 15	19
LAYOFFS.....	19
SECTION 15.1 Reduction in Force.....	19
SECTION 15.2 Recall	20
ARTICLE 16	20
SERVICE FILES	20
ARTICLE 17	20
AFFIRMATIVE ACTION AND DISCRIMINATION.....	20
ARTICLE 18	21
DISPUTE RESOLUTION.....	21
SECTION 18.1 Informal Settlement of Complaints.....	21
SECTION 18.2 Grievance Defined	21
SECTION 18.3 Steps	21
SECTION 18.4 Binding Arbitration	22
SECTION 18.5 Arbitrator Authority	23
SECTION 18.6 Untimely Action.....	23
SECTION 18.7 Grievance Termination	23
ARTICLE 19	23
UNION-MANAGEMENT COMMITTEE.....	23
ARTICLE 20	24
STRIKES, WORK STOPPAGES AND LOCKOUTS.....	24
ARTICLE 21	24
SAFETY	24
ARTICLE 22	24
ARTICLE 23	24
ARTICLE 23<u>24</u>	24

EFFECT OF OTHER LAWS.....	24
ARTICLE 23<u>25</u>	25
SUCCESSORS	25
ARTICLE 24<u>26</u>	25
CONTRACT TERM AND TERMINATION	25
SCHEDULE A.....	26
LETTER OF UNDERSTANDING	32
ADDITIONAL PROPERTIES.....	32
MEMORANDUM of UNDERSTANDING	33
APPENDIX A	34

AGREEMENT

THIS AGREEMENT is made and entered into at Tacoma, Washington, this ____ day of August, 2016~~8~~, by and between THE HOUSING AUTHORITY OF THE CITY OF TACOMA, its successors and assigns, hereinafter referred to as the Employer or Authority, and the OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 8, hereinafter referred to as the Union, for the purpose of fixing the wage scale, schedule of hours, and general rules and regulations between the Employer and the Union, and to clearly define mutual obligations between the parties hereto. Therefore, it is mutually agreed as follows:

ARTICLE 1

DEFINITIONS AND CONSTRUCTION

As used in this Agreement:

1.1 "Employee" means, except as specifically provided otherwise, any regular, full-time, part-time, probationary and conditional employee, but does not include any temporary employee.

1.2 "Regular full-time employee" means any employee who has successfully completed the probationary period in his/her position and who is regularly scheduled to work 40 hours per week. For healthcare benefit eligibility, see definition of full time on Appendix A.

1.3 "Regular part-time employee" means any employee who has successfully completed the probationary period in his/her position and who has an established work schedule of less than 40 hours per week. All regular part-time employees shall receive the following benefits of this Agreement pro-rated to the proportion of hours worked versus full-time hours: sick leave, vacations, and holidays. For healthcare benefit eligibility, see definition of full time on Appendix A.

1.4 "Probationary employee" means any employee who has:

(a) completed less than 120 calendar days of continuous employment as a new hire; or,

~~(b) completed less than 120 calendar days of continuous employment in a new, different, or promotional position; and~~

(eb) has not yet received and signed their probationary performance evaluation.

The Employer may extend the probationary period in any case by mutual agreement with the Union. The Union shall not unreasonably withhold consent to such extensions. However, if the Employer has not made such request to the union and has not provided the employee with their probationary evaluation prior to the end of the 120-day probationary period, the employee will be moved to regular status.

1.5 "Conditional Employee" means an employee hired, transferred, or promoted into a position for which the employee does not have all certifications or licenses required for that position. A conditional employee must obtain all required licenses or certifications within 270 days after hire, transfer, or promotion. This 270-day time period may be extended by an additional 180 days if the employee is

unable to obtain the required licenses and certifications through no fault or action of the employee and may be further extended by the mutual written consent of the employee and the Authority. A conditional employee who does not obtain all required licenses and certifications within the above specified time period (or extensions thereof), shall be terminated. Tacoma Housing Authority shall pay for the cost of training, travel, and testing necessary for each required certification. If the employee does not pass the first time, he/she shall be responsible for all such costs of any and all subsequent attempts. In any event, the employee must obtain licenses and/or certification within the 270-day time limit.

1.6 "Temporary employee" means any employee hired for a limited period of time, not to exceed ~~120~~ 200 days or mutually agreed upon extension. See Section 12.3.

1.7 "Provisional employee" means any employee who has completed less than 120 calendar days of continuous employment in a new, different or promotional position.

1.8 "Lead employee" is one who is assigned extra administrative responsibilities as defined by management but, does not have supervisory authority as determined by the National Labor Relations Act (i.e., ability to hire, fire, discipline and evaluate performance). The Employer will notify employees in the department of the opportunity for a lead assignment for the purpose of soliciting interest. However, the Employer will have ultimate discretion over making the assignment. If such duties are removed, the Employer will notify the employee at least two (2) weeks in advance. However, less notice may be required due to discipline, policy violations or other extenuating circumstances. Employees who accept and perform assigned lead responsibilities shall receive two dollars (\$2.00) per hour in addition to their hourly rate of pay.

1.9 "Sunset employee" means any employee who is considered regular, but whose position has an expressly defined termination date. Any employee hired for an OPEIU sunset position may not bump at the end of the sunset position.

1.10 "Inactive" status means that an employee who has been placed on inactive status because THA has determined that the employee is:

- (a) unable to perform the essential functions of the job for an indefinite and uncertain period of time and has exhausted all statutory or contractual leave entitlements or;
- (b) not suitable to perform services for THA for an indefinite and uncertain period of time for reasons such as a pending criminal matter, pending investigation, or a personal situation in which the employee has exhausted all statutory or contractual leave entitlements.

Although an inactive employee remains a THA employee and thus retains his/her seniority date should he or she ever resume employment, THA will not hold a position open for an employee on inactive status. An inactive employee does not earn compensation or accrue benefits while on inactive status. Inactive status may not continue longer than six months. If an employee is to be restored to active employment status, the employee will be returned to the first vacant THA position for which the employee is qualified, has applied, and is selected in competition with other applicants. Inactive status does not confer any

entitlement or preference for future employment.

- (c) Nothing in this section 1.7 shall require THA to place any employee on inactive status. Rather, THA shall have the sole discretion to place an employee on inactive status under the circumstances for this paragraph 1.7.

1.11 "Dependent" means (1) the lawful spouse of an employee; (2) any state registered domestic partner of an employee as the term "state registered domestic partnership" is defined in RCW 26.60.030; (3) any natural or adopted child or stepchild who is primarily dependent on the employee or (4) any minor for whom the employee has legal custody and who is primarily dependent on the employee.

1.12 "Continuous employment" means continuous employment from the most recent date of hire or rehire.

1.13 "Anniversary date of service" means the same date each year as the date on which the employee first began work.

1.14 "Promotion" means a move from a job title on Schedule A to another job title with a higher pay grade set forth in Schedule A.

1.15 "Transfer" means a lateral move from one job title to another of the same pay grade.

Unless a different meaning is clearly required by the subject matter of a particular section, the singular form includes the plural, and the masculine pronoun includes the feminine, and vice versa.

ARTICLE 2

SCOPE OF AGREEMENT

SECTION 2.1 Union Recognition

The Authority recognizes the Union as the exclusive collective bargaining agent for the employees covered by this Agreement.

SECTION 2.2 Coverage

This Agreement applies to the employees holding the job titles set forth in Schedule A to this Agreement. Any positions not covered by Schedule A or any positions which may be established during the life of this Agreement, except those traditionally associated with management and administration, shall be subject to negotiations between the Employer and the Union. In the event the parties are unable to agree on the job title and rate of pay for the job in question, the dispute shall be resolved by the arbitration procedure in this Agreement. In the event that there is a substantial change in the job duties of any bargaining unit employee, the Authority and the Union shall meet to discuss these changes and the appropriate action to be taken.

SECTION 2.3 Management Rights

Except as expressly restricted or abridged by a specific provision of this Agreement, the Employer shall

have and retain all rights to manage and direct the business of the Authority, including but not limited to the right to (i) hire, assign, determine the qualification and competence of, promote, demote, transfer, discipline, suspend, discharge and lay off employees; (ii) implement and enforce reasonable rules and regulations, and safety, production and performance standards; (iii) assign and direct employees and the methods, processes and schedules of doing work; and (iv) subcontract work not covered by this Agreement according to the business needs of the Authority.

The foregoing recitation of specific management rights shall not be deemed to waive, limit or impair any rights of the Employer-not so enumerated. The exercise of management rights is the exclusive prerogative of the Employer, and its decisions in such matters shall not be subject to contest or review by the Union except to the extent inconsistent with the specific provisions of this Agreement.

ARTICLE 3

BARGAINING UNIT WORK

SECTION 3.1 General Provision

Except as allowed by Section 12.3 concerning temporary work and Section 3.2 regarding light duty work, bargaining unit work shall not be performed by non-bargaining unit employees unless both Employer and the Union agree. Any such mutually agreed assignment of bargaining unit work to a non-bargaining unit employee will be for a mutually agreeable limited time. The Union will reasonably consider any such proposal. PROVIDED THAT, nothing in this agreement shall preclude the Employer's use of work-study students or interns as long as such use does not displace or replace any regular employee or preclude any hiring of additional regular employees or temporary employees that would otherwise have occurred. Prior to such use, the Employer shall inform the Union of the proposed use and duration of the position.

SECTION 3.2 Light Duty Work

THA may assign work that might otherwise be performed by a bargaining unit employee to an employee in a position outside the bargaining unit and who has an open industrial insurance claim for the purpose of offering light duty work to such non-bargaining unit employee for a period not to exceed 90 days.

ARTICLE 4

UNION BUSINESS

SECTION 4.1 Union Security and Membership and Deductions

- ~~(a) — Union Membership. Subject to RCW 41.56.122, all employees shall become members of the Union within 31 days of the date of hire or rehire and maintain union membership in good standing during the term of this Agreement. The Employer shall suspend an employee within 31 working days of receipt of notice from the Union of the failure of the employee to maintain union membership in good standing. Continued failure of an employee to maintain union membership in good standing shall be grounds for termination; provided, that the Union shall hold harmless and indemnify the Employer from any liability which the Employer may incur because of the suspension or discharge of an employee pursuant to this section.~~

~~A temporary employee may work subject to a union permit fee paid by such employee.~~

- (a) Deduction of Union Dues. ~~Subject to RCW 41.56.122, ¶~~The Employer shall deduct monthly union dues from the pay of each employee giving the Employer prior written authorization to do so, and forward all dues so deducted to the local office of the Union. The employee shall give written the authorization ~~in a form acceptable~~ to the Employer prior to the preparation of the payroll for the first pay period for which the deduction is to be made, ~~and the authorization shall remain in effect until revoked in writing by the employee.~~ An employee may revoke the authorization by providing written notice to the Employer with a copy to the Union. The Union shall give the Employer at least thirty (30) calendar days written notice of any change in the amount of dues to be deducted. The Employer shall not be required to submit any amounts to the Union under this Agreement for members who are on layoff, leave of absence without pay or other status in which they receive no pay for the pay period normally used by the Employer to make such deductions.
- (b) Indemnification: The Union shall indemnify, defend and hold the Employer harmless against any and all claims, suits, orders or judgments that arise out of or by reason of the Employer's compliance with this Section.
- (c) The employer shall provide the Union with a list of new employees via email. Such notice shall include the new hire's name, job title, work location, phone and email. Union representative(s) and/or Stewards will be provided the opportunity to meet with newly hired staff at the end of the new employee's scheduled on-boarding meeting to introduce them to the Union and the Collective Bargaining Agreement.

SECTION 4.2 Union Representatives and Activity

The Union shall advise the Authority in writing of the names of all business representatives, agents, and stewards authorized to represent the Union in dealings with the Authority. The Union shall also provide the Employer with written notice of any change in such business representatives, agents and stewards within a reasonable time of a change.

The Business Representative of the Union shall have access to the Authority's premises, at reasonable times and upon reasonable prior notice to the Human Resource Director or designee to investigate specific employee complaints or grievances relating to this Agreement; except that union business, other than the adjustment of grievances directly between the Human Resource Director and the Business Representative, shall not involve the Authority's employees during their hours of work, and union meetings shall not be conducted on the Authority's premises unless mutually agreed upon between the Union and the Authority.

A bulletin board shall be made available to the Union for the purpose of posting notices pertaining to union business, provided that such notices shall be submitted to the Human Resource Director of the Authority or his/her designee for approval before being posted, which approval shall not be unreasonably withheld.

SECTION 4.3 Hardship Fund Check-Off

The Employer agrees to deduct a sum in \$5 increments from the pay of each bargaining unit employee who voluntarily executes a valid OPEIU Local 8 Hardship Fund Check-Off Authorization form. To be valid, the Check-Off Authorization form must include language, acceptable to THA, providing that the Employee will hold THA harmless from any and all claims, demands, suits or other liability that may arise or relate to the OPEIU Local 8 Hardship Fund for pay deductions for that fund. An Employee may make no more than two changes to the Hardship Fund deduction in any calendar year. The amount deducted, payable as directed by OPEIU Local #8 for inclusion in the Hardship Fund, and a roster of each Employee authorizing the deduction of wages for the Hardship Fund will be transmitted to the Union on a monthly basis. The Union agrees to defend, indemnify and hold harmless THA from any and all claims, demands, suits, or other liabilities that may arise from or relate to the OPEIU Local 8 Hardship Fund, any Employee Check-Off Authorization form and/or any wage deduction for the OPEIU Local 8 Hardship Fund.

SECTION 4.4 Rosters

Each month the Employer shall send the Union a list of all employees covered by this Agreement including their address, classification, department, rate of pay and gross pay, FTE status and starting date. This list will include information on new hires and terminations that have occurred since the previous list was provided.

ARTICLE 5

WORK SCHEDULE

SECTION 5.1 Workweek - Workday

- (a) The standard workweek of regular full-time employees shall be forty (40) hours to be scheduled by an appropriate Supervisor or Department Director and normally worked on five (5) consecutive 8-hour workdays, Monday through Friday, between the hours of 7:00 a.m. and 5:30 p.m.
- (b) Non-standard work schedules, such as a 4 x 10 schedule, may be established for certain jobs or individuals to meet long-term business or personal requirements. Either the Authority or the employee(s) may initiate a request for a non-standard work schedule. Non-standard work schedules must be reviewed and pre-approved in writing ~~using THA Form 25.10(1) Non-Standard Work Schedule Application.~~
- (c) Occasional non-standard workweeks may be established for certain jobs or individuals to meet short term business or personal requirements provided that the business needs of THA can be met. Non-standard flexible schedules may occur within a given workday or workweek but in no case shall an employee work more than forty (40) hours in a workweek as a result of a non-standard flexible schedule. Workweek changes are intended to be infrequent and must be pre-approved by the supervisor.

SECTION 5.2 Lunch and Break Periods

Each workday shall include one unpaid lunch period of 30 minutes approximately midway through the workday, and one paid break period of 15 minutes in the morning and one paid break period of 15 minutes in the afternoon. One additional paid break period of 15 minutes may be taken during each three-hour

overtime period. The Authority may schedule lunch and break periods to accommodate its business needs. The Authority will provide bargaining unit employees with an additional ½ hour paid lunch (at straight time) on payday.

SECTION 5.3 Overtime

The Authority may require overtime work according to its business needs. Any hours required by the Authority to be worked by an employee in excess of 40 hours in any workweek shall be compensated at a rate one and one-half times the employee's hourly base rate, and any hours required by the Authority to be worked on a Sunday shall be compensated at a premium rate twice the employee's hourly base rate. No overtime will be authorized unless it has been specifically approved in advance by the employee's supervisor. For the purposes of this section 5.3, "hours worked" includes hours worked only.

SECTION 5.4 Minimum Reporting Pay

An employee who is ordered to report to work, whether or not on overtime status, shall be entitled upon reporting to a minimum of two hours' pay, whether or not actually worked.

SECTION 5.5 Severe Weather or Emergency Closure Conditions

The Tacoma Housing Authority provides an array of critical public services and is responsible for the safety of its residents. It is THA's policy to remain open during normal business hours including during periods of severe weather and emergency conditions unless it is physically impossible for employees to travel. Employees should be prepared for severe weather during winter months. Unless the Executive Director declares an Emergency, all employees are expected to report to work. There may be times, however, that an employee may feel that for personal safety reasons, they may need to arrive late to work, depart early, or not come in at all. See THA Policy HR-10.40.

- (a) In the event of inclement weather or other emergency closure, the Executive Director or designee will make all determinations concerning the work status of the Employer, including if the Employer will be closed or if employees will be dismissed early. If the Employer decides to close the facility due to severe weather conditions or other emergency, employees will have the option of requesting pre-authorization to work from home, using accrued leave, or requesting Leave Without Pay (LWOP) for the period the agency is closed.
- (b) If no decision has been made to close the facility during inclement weather or other emergency, but an employee believes that coming to work and/or a delay to leave work early would be a risk to personal safety, the employee may use accrued vacation, personal holiday time, Leave Without Pay (LWOP) or make-up for the work time missed without incurring overtime. An employee may make-up to four (4) hours within the same workweek to be approved by the Employer.
- (c) Under severe weather conditions or other emergency, up to one (1) hours travel time with pay will be allowed if an employee makes a good faith effort and arrives at work late.
- (d) If THA closes the work site or announces an early dismissal after an employee has arrived at the work site and started work, the employee may, but is not required to, complete the remainder of the scheduled work shift, provided that if emergency circumstances make it unsafe to stay in the work site (e.g. an earthquake that compromises the stability of a building), all employees are

required to leave the work site.

ARTICLE 6

MAINTENANCE OF BENEFITS AND COLLABORATIVE EFFORTS

Except as provided in Article 8, the benefits now being extended to a bargaining unit employee shall remain in force and shall not be rescinded during the life of this Agreement. However, and in addition to the provisions in Article 8, the parties agree that if there is any substantial adverse change in the costs of benefits or THA's financial position, the Authority and Union shall meet to discuss such changes and the appropriate action, if any, to be taken. The Employer provides benefits to eligible employees as defined in Appendix A.

ARTICLE 7

COMPENSATION

SECTION 7.1 Base Rates of Pay

All bargaining unit employees hired before the date of this Agreement will receive the wage rate applicable such employee was receiving on the date of this Agreement plus any wage increase as provided in Schedule A ~~including the Salary Compressions Chart, up to a maximum of 10% in 2012~~. A bargaining unit employee transferred to another bargaining unit position after the effective date of this Agreement shall receive, at a minimum, either the applicable rate for the new position or the employee's then current rate of pay, whichever is greater.

SECTION 7.2 Pay Periods

Employees shall be paid on a bi-weekly basis (every two weeks).

SECTION 7.3 Temporary

A temporary employee shall be compensated for each hour worked at not less than the minimum starting salary for the position as set forth in Schedule A.

SECTION 7.4 Promotions

When promoted, an employee other than a conditional employee, will receive the minimum rate for the new position or a 5% promotional increase, whichever is greater.

SECTION 7.5 Wages for Bumping Employees

As a result of a layoff, an employee bumping into another job title at the same wage range shall receive his/her present wage. An employee bumping into another job title at a higher range shall receive his/her present wage or the minimum of the higher range of the new position, whichever is higher. An employee bumping into another job title at a lower range shall receive that wage calculated as follows: the minimum wage level for the new position increased by the cumulative cost of living increases granted by the agency during the years that account for the employee's seniority PROVIDED that the wage for the new position shall not exceed the top of the range for the new position.

ARTICLE 8

INSURANCE, RETIREMENT AND DEFERRED COMPENSATION

SECTION 8.1 Health Insurance

The Employer will maintain current benefits and cost/share structure for duration of 2016.

SECTION 8.2 Cost Sharing

See Memorandum of Understanding for cost sharing Bargaining unit employees cost share amount will not change for the remainder of 2018. Beginning January 1, 2019, the cost of health insurance premiums will be paid as follows:

- Employee Only coverage – THA will pay 97% of the premium for the base plan (UMP Classic). The employee will be responsible for 3 % of the base plan premium cost.
 - If an employee selects a buy-up plan, the employee will be responsible for 3% of the base plan premium cost, plus the premium cost differential of the buy-up plan.
- Dependent coverage, includes spouse and/or child(ren) – THA will pay 74% of the premium for the base plan (UMP Classic). The employee will be responsible for the cost differential between the base and buy-up plan selected
 - If an employee selects a buy-up plan, the employee will be responsible for 26% of the plan's dependent premium cost, plus the premium cost differential of the buy-up plan selected.

SECTION 8.3 Dental Insurance

The Employer shall provide a dental plan, including orthodontics for children and adult, for eligible employees and dependents.

SECTION 8.4 Life Insurance and AD&D

The Employer shall provide and pay for a Life and AD&D insurance policy for all eligible employees. The amount of coverage shall be up to one times annual salary.

SECTION 8.5 Disability Insurance

The Employer shall provide and pay for short and long term disability insurance policy for all eligible employees. The amount of short-term coverage shall be up to two-thirds of weekly compensation not to exceed \$ 2,000 per week. The amount of long-term coverage shall be up to two-thirds of monthly compensation not to exceed a monthly benefit of \$ 7,500.

SECTION 8.6 Employee Assistance Program

The Employer shall provide and pay for an Employee Assistance Program for all eligible employees and families during the term of this Agreement.

SECTION 8.7 Social Security

All employees shall receive social security coverage.

SECTION 8.8 Deferred Compensation Program

All eligible employees shall be eligible to participate in any deferred compensation program implemented by the Authority.

SECTION 8.9 Health Care and Dependent Care Flexible Spending Accounts

The Employer will offer Health Care and Dependent Care Flexible Spending Accounts for all eligible employees who choose to participate. Employee eligibility for the Health Care Flexible Spending Account may be impacted in the event that IRS regulations forbid its use when other IRS impacted accounts are used.

ARTICLE 9

HOLIDAYS, VACATION AND LEAVE

SECTION 9.1 Holidays

- (a) Authority observed Holidays. Employees are eligible for all Authority observed holidays in (a) or as designated by the Authority. The Authority shall observe the following holidays:

New Year's Day

Martin Luther King Day

Presidents' Day

Memorial Day

Independence Day

Labor Day

Veterans Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas Day

(2) Two Floating Holidays. Only eligible employees may take floating holidays. **An employee hired after August 1 of a given year does not earn any floating holidays for the year of hire.** Newly hired employees will not be entitled to use Floating Holidays until after the successful completion of their probationary period. Floating holidays shall be taken with prior arrangement and approval of the Employer. Floating holidays do not carry over from one calendar year to the next.

- (b) **Holiday Pay.** An eligible employee shall be compensated for each Authority holiday, which occurs while the employee is on the payroll, whether or not worked by the employee, at the employee's regular daily base rate. An eligible part-time employee shall be compensated for each such Authority holiday at the proportion of hours normally worked versus full-time hours. Any hours required by the Authority to be worked on an Authority holiday (except for employee's individually scheduled floating holiday) shall be compensated at the employee's hourly base rate, in addition to holiday pay.

Holidays for Non-Standard Workweeks. No employee is eligible for more than 8 hours of holiday pay per holiday. For an employee working a non-standard work schedule, if a holiday falls on an employee's regularly scheduled 10 hour work day, the employee will be credited with 8 hours of holiday pay for that day. The employee, if they wish to maintain full pay status for that week may apply accrued vacation time to the 8 hours of paid holiday (to complete the total hours normally worked and paid), or work the additional hours sometime within that workweek to complete the 40-hour week.

If a holiday falls on regularly scheduled work day off for employees on a non-standard work schedule, the employee will switch to a regular 5x8 schedule that week.

- (c) **No Charge Against Vacation Credit.** A holiday occurring during an employee's scheduled vacation shall not be charged against accrued vacation credits.
- (d) Holidays falling on Saturday shall be observed the preceding Friday unless otherwise designated. Holidays falling on Sunday shall be observed the following Monday unless otherwise designated.
- (e) If the employee calls in sick the day before or the day after a holiday, the employee will not be paid for the holiday unless the employee's absence[s] are due to a bona fide medical condition. ~~The Employer has the right to request by written medical verification that such absence was due to a bona fide medical condition.~~

SECTION 9.2 Vacations

- (a) With the exception of the single currently grandfathered OPEIU employee, all eligible employees will accrue vacation under the following schedule:

	Length of Service	Total Annual Vacation Days
1)	Employees with 0 to 5 years' service	14 days
2)	Employees with over 5 to 9 years' service	16 days
3)	Employees with over 9 to 14 years' service	18 days
4)	Employees with over 14 to 20 years' service	22 days
5)	Employees with over 20 years' service	24 days

- (b) All vacation time must be earned/accrued. Employees in each department may make initial vacation selections by January 31 for that calendar year. THA will respond to such vacation requests by February 15 of that year. Employees are encouraged to take vacation a week at a time. In cases of scheduling conflicts, vacation time will be approved based on bargaining unit seniority. Employees are encouraged to take vacations to the amount of earned annual vacation. Employees may not carry over more than forty (40) days of vacation time from one calendar year to the next

An Employee with 200 or more accrued vacation hours may cash-out up to a maximum of forty (40) hours of accrued vacation once during each calendar year of the term of this Agreement. Cash-out requests must be submitted to the Human Resources department to be paid out the following full pay period after submission and processing is complete. Employees may only cash-out once per calendar year. Employees must have the minimum of 200 accrued vacation hours on the date of the submission and have a minimum of 160 accrued vacation hours on the date the cash-out is paid. Upon retirement or departure, the Authority shall pay no more than 40 days of accrued vacation time.

- (c) Vacation time shall not be taken in units of less than one-half hour.
- (d) Subject to Section 9.2(b), an employee who is separated from employment with the Authority shall be paid his/her accrued vacation time at his/her current rate of pay in a lump sum at the time of separation, except for instances when the employee is separated for cause, in which event the employee shall not be reimbursed for accrued, unused vacation time. No employee may elect to take unpaid time off of work when leave time of any type is available to him/her.
- (e) Newly hired employees will accrue vacation days during their probationary period but will not be entitled to use vacation leave until after the successful completion of the probationary period. If the newly hired employee does not successfully complete probation and is terminated, he or she is not entitled to a cash-out of any vacation leave.
- (f) All vacations and leave requests must be approved in advance by the employee's supervisor ~~in writing~~.
- (g) Employees shall make their requests for vacation use in advance with proper notice to their supervisor. Proper notice will constitute at least one-day notice for each day requested, except in the case of a catastrophic event.

SECTION 9.3 Sick Leave

- (a) Employees shall accrue sick leave at the rate of one day per month or 12 days per year. All sick time must be accrued prior to taking it. Newly hired employees may use their accrued sick leave days during their probationary period. If the new employee does not successfully complete probation and is terminated, he or she is not entitled to a cash-out of any sick leave. In the event that any employee is sick and has no approved sick time, vacation time shall be charged. In the event that the employee has no accrued sick or vacation time, the employee shall not be paid for time missed. No employee may elect to take unpaid time off of work when any leave time of any type is available to the employee.

- (b) Sick leave shall not be taken in increments of less than one-half hour.
- (c) An employee who is unable to report to work as scheduled because of illness, injury, accident, or due to state or federal family and medical leave reasons, or due to any other reason protected under applicable law shall notify the employee's immediate supervisor or designee prior to the start of their workday. If advance notification is not able to be provided, then notice shall be given as soon as practicable. An absence not reported as required by this subsection shall be recorded as an absence without pay, although the Authority in its sole discretion may waive this requirement for good cause shown. The Authority may require a physician statement or other proof of the medical necessity for any absence for which sick leave has been used for more than three (3) consecutive days.
- (d) Employees may use sick leave to care for themselves or a family member for reasons of illness, injury, accident, medical or dental appointments or in accordance with State or Federal Family Leave Acts and State and Local Sick and Safe Leave laws provided that the employee's maximum compensation for any workday in which sick leave is used will equal the employee's regularly scheduled workday. For purposes of this section, "family member" means any of the following: (a) A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status; (b) A biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child; (c) A spouse; (d) A registered domestic partner; (e) A grandparent; (f) A grandchild; or (g) A sibling. Employees may use sick leave for reasons of illness, injury, accident, medical or dental appointments or in accordance with State or Federal Family Leave Acts provided that the employee's maximum compensation for any workday in which sick leave is used will equal the employee's regularly scheduled workday.
- (e) The State and Federal Family Leave Acts and State and Local Sick and Safe Leave laws are part of the Authority's sick leave policy and shall apply to employees covered under this Agreement. ~~The State and Federal Family Leave Acts are part of the Authority's sick leave policy and shall apply to employees covered under this Agreement.~~
- (f) An Employee who is separated from employment due to retirement for disability or length of service or death shall be compensated to the extent of 50% of his/her accrued sick leave, up to a maximum of 960 hours (480 hours paid). An employee who is separated from employment for reasons other than retirement or death shall be compensated to the extent of 25% of his/her sick leave accrued up to a maximum of 960 hours (240 hours paid). In the event that separation results from the employee's death, the Employer shall pay this same compensation to the employee's estate or successor as provided by law. If an employee is rehired within twelve (12) months of separation, accumulated sick leave will be restored in accordance with applicable law.

~~(g) An extension of a medical leave of absence for a period not to exceed total leave of six (6) months may be granted if mutually agreed between the Authority and employee.~~

SECTION 9.4 Sick and Vacation Leave Accrual during Unpaid Absences

Paid Sick and Vacation Leave shall not accrue during a leave of absence without pay or while an employee is on suspension. Where an employee is on a disability leave and is using THA paid sick time, he/she will continue to accrue leave only for the hours paid by THA. Where the employee has exhausted all sick time and other paid leave and is on unpaid leave of absence, regardless of whether workers compensation or disability insurance leave may be paying benefit to the employee, he/she will not continue to accrue leave.

SECTION 9.5 Death in Employee's Family

Employees shall be granted four days' Administrative Leave with Pay upon the death of an immediate family member.

Immediate Family Member: Spouse, registered domestic partner, father, mother, stepparent, mother-in-law, father-in-law, foster parent, brother, sister, stepchild, child, foster child, adopted child, child for whom the employee has parenting responsibility, grandparents, or grandchild of employee.

For the purpose of attending the funeral a maximum of one days' Administrative Leave with pay may be granted for the death of son-in-law or daughter-in-law of the employee or the death of the employee's spouse's or employee's registered domestic partner's foster parent, brother, brother-in-law, sister, sister-in-law, stepchild, child, foster child, grandparents or grandchildren.

SECTION 9.6 Jury and Witness Duty

An employee who is subpoenaed for jury duty or as a witness shall be granted a leave of absence. Immediately upon receipt of a subpoena, and prior to the leave of absence, the employee shall provide a copy of the subpoena to the immediate supervisor. An employee who is granted leave for jury duty shall be compensated at the regular rate for each hour absent from work for such duty, not to exceed the employee's regularly scheduled workday, less all compensation other than reimbursement for travel expenses received for jury duty. ~~The status of a probationary employee shall be extended an hour for each hour absent due to jury and witness duty.~~ The Authority may require written documentation of the dates of duty and the compensation received.

SECTION 9.7 Military Duty

State and Federal Law will apply to define benefits to employees fulfilling military duty to the government.

SECTION 9.8 Leave of Absence Without Pay

The Authority may grant leaves of absence without pay for purposes other than medical leave for a period not to exceed four (4) months. However, the terms of such leaves of absence, including a specific return date, must be in writing.

An employee on an approved leave of absence without pay shall retain all seniority rights and shall be entitled to the same or a comparable position upon returning to employment. An employee on leave of absence without pay shall not be entitled to or accrue any of the benefits of this Agreement; provided, however, that employees on leave of absence without pay may self-pay insurance premiums if permitted by the policies of the provider and in accordance with then current law.

ARTICLE 10

EDUCATION/TRAINING

SECTION 10.1 Educational and Training Programs

Each regular employee who is in a pay status is encouraged to participate in educational programs, which will mutually benefit the Employer and employee.

Management reserves the right to identify an appropriate training schedule/program for all newly hired, transferred or promoted employees.

SECTION 10.2 Orientation Sessions

The Employer shall provide a new employee orientation session. It will include introduction to shop stewards.

SECTION 10.3 Education Assistance

- (a) The Authority encourages and assists regular, full-time employees to further their education at approved institutes to improve ability in current positions or increase potential to be promoted within the Authority.
- (b) Subject to availability of funds, regular, full-time employees who have completed one year of employment are eligible to apply for education reimbursement pursuant to this Section.
- (c) The requested courses must be related to an employee's present position, enhance an employee's worth to the Authority, fulfill a degree requirement, be specifically applicable to other positions within the Authority and be pre-approved on a case by case basis by the Department Director and Human Resource Director.
- (d) Courses may be taken at approved colleges, universities, technical schools, or other programs as pre-approved by the Authority.
- (e) The Authority reserves the right to use its discretion in approving individual courses or programs for reimbursement.
- (f) Subject to the availability of funds, and based on the calendar year, the maximum assistance to be provided to an eligible employee is \$2,500 per year. With proper documentation, the employee will receive an advance up to \$1,250 prior to enrollment in a course. Any remaining reward amount will be reimbursed to the employee upon successful completion of the course. THA will reward eligible employees:

- Up to 75% of tuition and/or registration fees
 - 100% of books
 - 100% of lab fees
- (g) Employees must be employed full-time by the agency at the time the reimbursement is paid. Should an employee fail to successfully complete or pass a course or choose to leave the Authority for any reason prior to course completion, s/he will be required to repay the course and other fees cost through an automatic payroll deduction as agreed upon when the assistance is granted.
- (h) In some cases, education assistance may be considered compensation and be taxable.
- (i) Employees who are granted financial aid, grant(s) or scholarship(s) may request the difference between course costs, less financial aid, grant(s) or scholarship(s) or 75% of cost, whichever is smaller.

ARTICLE 11

DEFINITION OF SENIORITY

SECTION 11.1 Definition of Seniority

Seniority shall be defined as an employee's length of continuous full time employment with the Employer in a bargaining unit position.

SECTION 11.2 Accrual of Seniority

For the purpose of continuous employment, the original date of hire shall be observed, unless broken as referred to in Section 11.3 "Loss of Seniority", but seniority shall not accrue during either (a) time of separation of one year or less due to layoff (See Section 15.2 Recall.) or (b) time of temporary promotion or temporary transfer to nonbargaining unit positions. (See Section 11.3). Seniority accrual will resume when the employee resumes the bargaining unit position.

SECTION 11.3 Loss of Seniority

Seniority shall be lost upon resignation, retirement, discharge, layoff (after one year in case of layoff only), failure to report to work within five working days after notice by registered mail of recall from layoff, or a temporary transfer or promotion to a nonbargaining unit position for a period that exceeds 120 days, provided that Employer and Union may extend this 120-day period for a particular employee by written agreement.

ARTICLE 12

JOB VACANCIES

SECTION 12.1 Vacancy Posting

- (a) The Executive Director has the primary authority for the recruitment and screening of applicants for vacant positions as well as for transfers or promotional opportunities. The

Executive Director, or designee, shall decide the relative qualifications, skills, abilities, attendance record and discipline record of an applicant for a position. First consideration for vacant bargaining unit positions shall be given to bargaining unit employees, provided that such employees have the qualifications, skills, abilities, attendance record, and discipline record, for the position in question. When these factors for two or more applicants for a given position are substantially equal, as determined by the Employer, seniority shall be the determining factor.

- (b) The goal of the job posting policy is to ensure that all employees are made aware of and have the opportunity to apply for open OPEIU positions either before or concurrent with the Agency's consideration of external candidates for employment.
- (c) While the Agency favors promotion from within, business conditions could cause a position to be posted internally while simultaneously recruiting from the outside. The business conditions that could cause this decision include, but are not limited to: organizational restructuring; urgency of filling the position; position requirements that include skills, education, and/or experience that are not known to match any existing employee; critical operational needs; etc. The decision to recruit from the outside at the same time as posting requires approval of a Human Resources representative and the Department Director.
- (d) Employees who wish to apply for posted positions must apply online through the THA website at www.tacomahousing.org.
- (e) In the event that an employee promotes or transfers into a new or different position ~~applies for a position that results in upward mobility~~ and his/her performance is unsatisfactory and/or he/she is unable to meet the essential tasks of the position, the employee shall return to their previous position if it is still vacant but, has no right to bump back to his/her old position or to any other position.
- (f) New hires and personnel in new positions may not apply for promotions, transfers, etc. for six months; unusual circumstances may be open for discussion.

SECTION 12.2 Notification of Union

The Employer has the final choice as to whom they hires, and it shall notify the Union within 72 hours of ~~hire of~~ hiring a new employee, Saturday, Sunday and holidays ~~excepted~~ ~~excluded~~.

SECTION 12.3 Temporary Employment

The Employer may hire temporary employees or contract for temporary workers from temporary service agencies to perform bargaining unit work for peak workloads, positions contemplated to be eliminated, temporary work pending regular hire, or replacement of employees on leave. Such temporary employment shall not ~~exceed four months~~ 200 days worked except that extensions of temporary employment or work may be extended by mutual agreement between the Employer and the Union. The Union will attempt to meet the temporary employment needs of the Employer. If the Union is unable to meet these needs, the Employer may hire or contract from outside sources. All temporary employees or workers performing bargaining unit work shall not be paid less than the minimum hourly wage as set in schedule A. ~~Temporary employees or workers performing bargaining unit work shall pay work~~

permit fees required by the Union. Temporary employees on the THA payroll will receive holiday pay per Section 9.1.

When a temporary employee is hired as a regular employee with no break in service, the vacation, sick leave and seniority for the employee shall be calculated using the date of hire as a temporary employee. As used in this Section, "break in service" means an absence from employment with the Employer of 30 calendar days or more.

ARTICLE 13

PERFORMANCE EVALUATIONS

To ensure the success and growth of our employees and our agency, performance evaluations are conducted with each employee on an annual basis. The performance evaluation system shall accord each regular employee an adequate opportunity to participate in the evaluation and to comment on the Employer's final evaluation of his/her work performance. This shall include the right to discuss the evaluation with the Department Director and have the right to have a shop steward present during any such discussion. In devising or modifying this system, the Employer shall consult with the Union pursuant to Article 19.

Performance evaluations are used to implement THA's Variable Pay program. THA will endeavor to complete all evaluations within 60 days from the end of the due month. The parties agree that an employee's compensation for a time period after the evaluation due date is intended to include any compensation adjustment based on the evaluation and thus agree that any compensation adjustment as a result of the evaluation will be effective with the start of the second pay period in the month in which the evaluation is due, regardless of when the evaluation is completed. Nothing in this Article 13 obligates THA to make any compensation adjustment based on a performance evaluation.

ARTICLE 14

DISCIPLINE AND TERMINATION OF EMPLOYMENT

SECTION 14.1 Discipline and Discharge of Regular Employees

- (a) All disciplinary actions against regular employees shall be conducted in a fair manner, and shall be consistent with the infractions for which disciplinary action is being taken. All disciplinary actions shall be stated in writing and the reason stated. For suspensions and discharges, a copy will be given to the employee at the time of issuance. For documented oral warnings and written reprimands, a copy will be given to the employee within five (5) working days. Appropriate due process shall apply.
- (b) Disciplinary actions will normally be taken in the following order:
 - 1) Documented Oral warning
 - 2) Written reprimand
 - 3) Probation or suspension without pay

4) Discharge

The above sequence need not be followed if an infraction is sufficiently severe to merit immediate written warning, probation, suspension or discharge. No regular employee shall be penalized, discharged, or suspended without just cause.

- (c) An employee shall have the right to have a shop steward present at all disciplinary meetings and shall be so informed when summoned to such meetings.
- (d) The Authority shall not pay any compensation other than salary for hours actually worked to any employee discharged for just cause.
- (e) Documented Oral warnings and Written reprimands shall not remain in effect for more than twenty-four (24) months from the date of issue, unless two (2) or more incidences occur in a consecutive twenty-four (24) month period and then the notice will remain in effect. The twenty-four (24) month period is based on the most recent event.

SECTION 14.2 Discipline and Discharge of Other Employees

The provisions of Section 14.1 do not govern the Employer's discipline or discharge of probationary or temporary employees, do not apply to a decision under Section 12.1(e), that a Provisional employee's performance was unsatisfactory and/or was unable to meet the essential functions of the position, apply to Regular full-time ~~and~~, Regular part-time, and otherwise apply to Provisional bargaining unit employees and do not apply to other categories.

SECTION 14.3 Resignation

An employee may resign, including for retirement or medical disability, upon advance written notice of not less than two calendar weeks to his immediate supervisor. The Authority shall not pay any compensation other than salary for hours actually worked to any employee who resigns without giving such notice. The Employer may consider requests to waive or shorten the notice requirement given extenuating circumstances. No employee will be discharged without two (2) weeks' notice or two (2) weeks' pay (including holiday pay when applicable) in lieu of the two (2) weeks' notice unless such discharge is for just cause.

ARTICLE 15

LAYOFFS

SECTION 15.1 Reduction in Force

The Employer has the primary authority for the selection of positions or personnel to be separated due to a reduction in force. In the event of a reduction in force, the Employer shall first determine how many positions of each job title(s) to eliminate. The Employer shall attempt to accomplish the lay-off by volunteers within the job title. If there are no or insufficient volunteers, the Employer will assess the then current relative existing qualifications, skills, abilities, attendance record, and discipline record. If the Employer determines that these factors are substantially equal, the selection for lay-off shall be made in reverse seniority. If the Employer determines that these factors are not substantially equal, then it may

make the selection for lay-off without regard to seniority.

A displaced employee may bump an employee in another job title covered by this Agreement if: (1) the Employer determines that the bumping employee has substantially equal qualifications, skills, abilities, attendance record, and discipline record to perform the job function; and (2) the bumping employee has more seniority than the bumped employee. Such employee shall bump the least senior person in that other job title. To calculate wages of bumping employees see Section 7.5.

An employee shall be given two weeks' notice of lay-off or two weeks' pay in lieu thereof.

SECTION 15.2 Recall

Any regular employee laid off shall be placed on a recall list for a period of one year. A regular employee recalled and reinstated within that time to the employee's former or comparable position shall receive the former rate of pay as adjusted by wage increases applicable to the job title during the period the employee was on the recall list. Recall shall occur by job title according to the same factors set forth in Section 15.1.

Any notice of re-employment to a laid-off employee shall be by certified mail, return receipt requested, to the last known address of such laid-off employee. It is the responsibility of each employee to keep the Employer advised of any changes in telephone number or address.

On rehire of a laid-off employee, he or she shall be granted the option of paying back annual leave at time of reinstatement.

ARTICLE 16

SERVICE FILES

- (a) The Authority maintains personnel files for all of its employees. Upon written request to the Employer, an employee will be provided with reasonable opportunity to review his/her personnel file during normal business hours.
- (b) A service record shall be maintained for every employee and shall contain all information pertinent to his/her employment.
- (c) It is the employee's responsibility to report promptly all changes regarding name, address, telephone number, marital status, number of dependents, or other pertinent information to the Employer.
- (d) An employee shall have an opportunity to submit written comments or material placed in his/her file by the Employer. This shall be done by sending such comment to the Employer with a copy to the employee's supervisor.

ARTICLE 17

AFFIRMATIVE ACTION AND DISCRIMINATION

The employer will not discriminate against an employee for union activity. It is agreed and recognized by the Tacoma Housing Authority and the Office and Professional Employees International Union that

the Tacoma Housing Authority is an equal opportunity employer, and that the Tacoma Housing Authority and said Union will not discriminate against any employee or job applicant because of race, creed, color, national origin, sex, age, marital status, familial status, disability, ancestry, sexual orientation, gender identity or any other status protected by applicable law. To the extent permitted by law, THA and the union will take affirmative action to ensure that applicants are employed and employees are treated during their employment without regard to race, creed, color, national origin, sex, age, veteran status, marital status, familial status, disability, ancestry, sexual orientation, gender identity, gender expression, political expression, genetic information, status as a breastfeeding mother, victim of sexual assault or domestic violence or other protected characteristic.

In accordance with 24 CFR Part 135, Section 3 and any other applicable law or regulation, the Employer will, to the greatest extent feasible and consistent with this Agreement, give opportunity for training and employment to lower income residents of THA programs.

Employees shall have the right to present grievances individually, as a group, or through their designated representatives. In so doing, employees shall be assured of freedom from restraint and interference.

ARTICLE 18

DISPUTE RESOLUTION

Employees are encouraged to meet with their immediate supervisor to solve any questions, misunderstandings or complaints which may arise from time to time. Any dispute between an employee and the Employer concerning the interpretation and applications of this Agreement shall be resolved as follows:

SECTION 18.1 Informal Settlement of Complaints

An employee is encouraged to discuss any complaint with such employee's immediate supervisor, if appropriate, as soon as possible after the occurrence or circumstances giving rise to the complaint. Any settlement, withdrawal or disposition of the complaint at this informal settlement stage shall not be a binding precedent in the settlement of similar complaints or grievances. The employee's immediate supervisor, if applicable, shall respond to such complaints within five (5) working days.

SECTION 18.2 Grievance Defined

"Grievance" as used for the purposes of this Article is limited to matters that involve an allegation by a bargaining unit member that the Employer has violated a specific provision of this Agreement, which has not otherwise been excluded from the grievance procedure.

SECTION 18.3 Steps

Step 1: A grievance shall be reduced to writing and presented by the shop steward or the union, to the Employer's Human Resource Office, within ten (10) working days from the date of the occurrence of the events or actions giving rise to the grievance. Grievances not so referred shall no longer be considered in dispute. The written grievance shall include:

1. The name and position of the employee by or on whose behalf the grievance is brought.

2. The date of the circumstances giving rise to such grievance and the date of the employee's first knowledge thereof, if later.
3. A summary of the actions precipitating the grievance in enough detail to clearly define employee's position.
4. The specific provision or provisions of this contract alleged to control the proper resolution of this grievance.
5. The remedy or relief sought by the employee.
6. The signature of the person submitting the grievance on behalf of the employee and such person's name and position if other than the aggrieved employee.

Thereafter, the department head, HR representative, Shop Steward, Business Representative, and/or employee will attempt to settle the grievance by communicating within fifteen (15) working days of the delivery of the written grievance to the Employer's Human Resource Office (the Step 1 meeting). The HR department shall respond in writing within 15 (fifteen) working days of the Step 1 meeting. If the grievance is not resolved at Step 1, the grievance may proceed to Step 2.

Step 2: Grievances not settled at Step 1 shall be submitted by the Shop Steward, Business Representative, and/or employee to the Human Resource Director or designee within ten (10) working days from the date the HR department has provided the Step 1 response. Grievances not so referred shall no longer be considered in dispute. The Executive Director, or his/her designee, shall investigate the grievance and shall respond in writing within twenty (20) working days.

Step 3: If the grievance is not resolved pursuant to Step 2, the Business Representative, Shop Steward and/or employee and the Executive Director or designee shall meet within ten (10) working days from the date of the Executive Director's written Step 2 response. Grievances not so referred shall no longer be considered in dispute. The Executive Director shall respond in writing within twenty (20) working days. If the grievance is not resolved at Step 3, the grievance may be submitted to binding arbitration.

The above time frames can be modified by mutual written agreement of the Union and the Employer.

SECTION 18.4 Binding Arbitration

Any grievance not settled, withdrawn or otherwise resolved by the grievance settlement procedure may be submitted to arbitration. A demand for arbitration shall be served in writing within 100 calendar days of the occurrence or circumstances giving rise to the grievance, signed by both the affected employee(s) and the Business Representative.

The parties may select the arbitrator by agreement. If they are unable to do so within ten (10) working days after submission of the demand for arbitration, the parties shall jointly request the Public Employment Relations Commission (PERC) or the Federal Mediation and Conciliation Service (FMCS) to submit a panel of seven persons from which the parties shall select an arbitrator by the process of elimination, each party, in turn, striking a name from the panel until one remains. The right to strike the first name from the panel shall be determined by lot. The parties shall request the agency to appoint as the arbitrator the person whose name remains. The parties shall share equally the arbitrator's fee. All other costs, including legal fees, shall be borne by the party incurring them.

SECTION 18.5 Arbitrator Authority

The arbitrator's decision shall be based solely on the evidence submitted at the hearing. The arbitrator shall have authority only to interpret the applicable provisions of this Agreement and to order an appropriate remedy, which does not conflict with its terms. The arbitrator shall not have authority to award a remedy for a grievance if the procedures outlined in this Article have not been followed, or to award a remedy which is punitive in nature or which affects any employees other than those submitting the grievance.

SECTION 18.6 Untimely Action

Failure to file a grievance, process the grievance as set forth in this section, or demand arbitration within the time limits prescribed by this Article shall constitute a waiver of the grievance and the right to arbitration.

SECTION 18.7 Grievance Termination

A grievance may be terminated at any time upon notification from a duly authorized union representative stating the matter is no longer at issue.

ARTICLE 19

UNION-MANAGEMENT COMMITTEE

- (a) A Union-Management Committee is hereby established. This Committee will consist of two Employer representatives and two Union representatives. It shall convene as mutually agreed upon at the Tacoma Housing Authority. The Committee may discuss the following topics:

- 1) administration of the contract;
- 2) problems which may affect bargaining unit members;
- 3) dissemination of items of a general interest to the parties;
- 4) training needs for Employer employees.

Either the Union or the Employer may convene a meeting of the Committee with reasonable notice to the other.

- (b) Prior to the meeting, subject matters may be submitted by both parties. A written agenda shall be prepared. The Committee shall select a chairperson. The agenda may be supplemented as agreed to by both parties.
- (c) Minutes shall be taken by a representative designated by the chair. Topics discussed and disposition of each shall be recorded. Copies of minutes will be sent to the Union office and the Employer.
- (d) The Authority will pay the regular salary of the employee-union-representatives participating in these meetings. The meetings will be held during regular working hours.

- (e) This committee shall have no power to bind either party. It is set up for informal discussion only.
- (f) This committee is not intended to prevent the parties' practice of informal discussions.

ARTICLE 20

STRIKES, WORK STOPPAGES AND LOCKOUTS

During the term of this Agreement, there shall be no lockouts, and the Union and its members shall not cause, sanction, condone or take part in any strike; except that it is not a violation of this Agreement for an employee to refuse to pass a bona fide picket line established by any union.

ARTICLE 21

SAFETY

All employees shall be provided safe, sanitary and healthful working conditions.

ARTICLE 22

WORK IN A HIGHER CLASSIFICATION

Any employee who is assigned in writing by their supervisor to perform the work of a higher classification in the bargaining unit for eight (8) hours or more within a day shall be paid for the time worked at the higher classification rate of pay.

ARTICLE 23

RETROACTIVE COMPENSATION

The Authority agrees that it will make retroactive payment to bargaining unit employee if such payment is (a) required by the CBA and (b) permitted by state law.

ARTICLE 23~~24~~

EFFECT OF OTHER LAWS

If any part or provision of this Agreement is determined by a court or other tribunal acting within its jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall remain in effect. The Authority shall have the right to modify any term or condition of employment in order to comply with an order of such court or tribunal or to conform to any other applicable legal requirement, and such modification shall not be deemed a breach of this Agreement.

ARTICLE ~~23~~25

SUCCESSORS

In the event the Employer shall, by merger or consolidation, enter into an agreement with an entity or individual, which in whole or in part, affects the existing appropriate collective bargaining unit, then such successor shall be bound by each and every provision of this Agreement. The Employer shall have an affirmative duty to call this provision of the Agreement to the attention of any group with which it seeks to make such an agreement as aforementioned.

ARTICLE ~~24~~26

CONTRACT TERM AND TERMINATION

This Agreement shall become effective July 1, 201~~6~~18 and shall remain in effect until June 30, 201~~8~~21.

Either party shall give sixty (60) days written notice prior to the Agreement's expiration date of its desire to negotiate the next Agreement. Upon such notice, the parties shall proceed to negotiate a new Agreement.

[Signatures follow]

**HOUSING AUTHORITY OF THE CITY OF
TACOMA**

**OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL LOCAL 8**

Michael Mirra

Valarie Peaphon

Executive Director

Business Representative

Date: _____

Date: _____

SCHEDULE A

Pay Grade	Job Titles	Effective July 4, 2016	
J	Senior Accountant	\$2,293	73,210
I	No positions	49,333	69,066
H	Procurement Specialist	46,540	65,157
G	Inspector	43,906	61,468
F	Property Specialist	41,421	57,989
	Housing Specialist		
	Accounting Specialist		
	Case Worker		
E	Senior Office Assistant	39,076	54,707
D	Property Management Assistant	36,864	51,610
C	Office Assistant	34,778	46,689
B	No Positions	32,809	45,933
A	Receptionist	30,952	43,333
<u>Pay Grade</u>	<u>Job Titles</u>	<u>Effective July 14, 2018</u>	
<u>18</u>	<u>Senior Accountant</u> <u>Landlord Engagement Specialist</u>	<u>56,400</u>	<u>81,800</u>
<u>17</u>	<u>No positions</u>	<u>52,500</u>	<u>76,100</u>
<u>16</u>	<u>No positions</u>	<u>48,800</u>	<u>70,800</u>
<u>15</u>	<u>Inspector</u>	<u>45,400</u>	<u>65,800</u>
<u>14</u>	<u>Property Specialist</u>	<u>42,200</u>	<u>61,200</u>
	<u>Housing Specialist</u>		
	<u>Accounting Specialist</u>		
	<u>Case Worker</u>		
	<u>Senior Office Assistant</u>		
<u>13</u>	<u>No Positions</u>	<u>39,300</u>	<u>57,000</u>

<u>12</u>	<u>Office Assistant</u>	<u>36,600</u>	<u>53,100</u>
-----------	-------------------------	---------------	---------------

1. 2018 Pay Grade Adjustments and Wage Increase

Effective July 14, 2018, the Pay Grade adjustments will be made and all then current, regular bargaining unit employees will be eligible for the across-the-board salary increase as listed below. The parties have agreed on the following terms.

- (a) Effective July 14, 2018, current bargaining unit employees will be eligible for a wage increase based on the following factors:
- (b) All regular employees not covered by (c), (d) or (e) will receive a 3.0% pay increase.
- (c) An employee whose salary, with the addition of the pay increase, would reach or exceed the top of their position's Pay Grade will receive an increase to their salary that is the lesser of (i) to the top of the new range; or (ii) their eligible percentage. They will receive the difference between their eligible percentage increase and their actual percentage increase in a lump sum.
- (d) An employee who was hired or promoted between April 1, 2018 and June 30, 2018 will receive a general wage increase of 1.5%.
- (e) Employees hired or promoted on or after July 1, 2018 will not be eligible for a salary increase in 2018.
- (f) THA temporary employees are not eligible for this increase unless their current wage falls below the above scale for the position they hold, in which case they will be brought up to the bottom of the new scale.
- (g) Any employee whose current salary is below the new pay grade, will be brought up to the bottom of the new pay grade for their position. Then all salary increases described above will be computed.

2. 2018 One-Year Variable Pay Pool

In addition to the above salary increase, Employer will create a twelve (12) month 2018 Variable Pay Plan pool. Bargaining unit employees who are employed in a regular classification are eligible for Variable Pay according to the terms of the current THA Policy HR-20.35 Variable Pay Revised June 15, 2016. Employer reserves the right to distribute this pool in the forms determined by the THA Policy HR-20.35 Variable Pay Revised June 15, 2016.

The funding for the 2018 Variable Pay pool will equal 2% of the 2018 OPEIU salary budget. That budget will be established and approved by the Board of Commissioners and will remain the same for CY 2018 whether positions are filled or unfilled.

3. 2019 Wage Increase

Effective July 13, 2019, all current, regular bargaining unit employees will be eligible for the across-the-board salary increase as listed below. The parties have agreed on the following terms.

- (a) All regular employees not covered by (c), (d) and (e) will receive a 3.0% pay increase.
- (b) An employee whose salary, with the addition of the pay increase, would reach or exceed the top of their position's Pay Grade will receive an increase to their salary that is the lesser of (i) to the top of the new range; or (ii) their eligible percentage. They will receive the difference between their eligible percentage increase and their actual percentage increase in a lump sum.
- (c) An employee who was hired or promoted between April 1, 2019 and May 31, 2019 will receive a general wage increase of 1.5%.
- (d) Employees hired or promoted on or after June 1, 2019 will not be eligible for a salary increase in 2019.
- (e) THA temporary employees are not eligible for this increase.

4. 2019 One-Year Variable Pay Pool

In addition to the above salary increase, Employer will create a twelve (12) month 2019 Variable Pay Plan pool. Bargaining unit employees who are employed in a regular classification are eligible for Variable Pay according to the terms of the THA Policy HR-20.35 Variable Pay Revised June 15, 2016. Employer reserves the right to distribute this pool in the forms determined by the revised THA Policy HR-20.35 Variable Pay, Revised June 15, 2016.

The funding for the 2019 Variable Pay pool will equal 2% of the 2019 OPEIU salary budget. That budget will be established and approved by the Board of Commissioners and will remain the same for CY 2019 whether positions are filled or unfilled. Employer reserves the right to decrease the size of this target pool should Employer incur a significant revenue shortfall as a result of state or federal budget restrictions.

5. 2020 Wage Increase

Effective July 11, 2020, all then current, regular bargaining unit employees will be eligible for an across-the-board salary increase as listed below. The parties agreed on the following terms.

- (a) All regular employees not covered by (c), (d) and (e) will receive a 3.0% pay increase.
- (b) An employee whose salary, with the addition of the pay increase, would reach or exceed the top of their position's Pay Grade will receive an increase to their salary that is the lesser of (i) to the top of the new range; or (ii) their eligible percentage. They will receive the difference between their eligible percentage increase and their actual percentage increase in a lump sum.
- (c) An employee who was hired or promoted between April 1, 2020 and May 31, 2020 will receive a general wage increase of 1.5%.
- (d) Employees hired or promoted on or after June 1, 2019 will not be eligible for a salary increase in 2019.
- (e) THA temporary employees are not eligible for this increase.
- (f) The Employer may re-open negotiations over the salary increase percentage should THA

1

2

3

incur a significant revenue shortfall as a result of state or federal budget reductions from the previous year's allotment.

6. 2020 One-Year Variable Pay Pool

In addition to the above salary increase, Employer will create a twelve (12) month 2020 Variable Pay Plan pool. Bargaining unit employees who are employed in a regular classification are eligible for Variable Pay according to the terms of the THA Policy HR-20.35 Variable Pay Revised June 15, 2016. Employer reserves the right to distribute this pool in the forms determined by the revised THA Policy HR-20.35 Variable Pay, Revised June 15, 2016.

The funding for the 2020 Variable Pay pool will equal 2% of the 2020 OPEIU salary budget. That budget will be established and approved by the Board of Commissioners and will remain the same for CY 2020 whether positions are filled or unfilled. Employer reserves the right to decrease the size of this target pool should Employer incur a significant revenue shortfall as a result of state or federal budget restrictions.

7. 2021 Six-Month Variable Pay Pool

Employer will create a six (6) month 2021 Variable Pay Plan pool. Bargaining unit employees who are employed in a regular classification are eligible for Variable Pay according to the terms of the THA Policy HR-20.35 Variable Pay Revised June 15, 2016. Employer reserves the right to distribute this pool in the forms determined by the revised THA Policy HR-20.35 Variable Pay Revised June 15, 2016.

The funding for the 2021 Variable Pay pool will equal 2% of the 2021 OPEIU salary budget. That budget will be established and approved by the Board of Commissioners and will remain the same for CY 2021 whether positions are filled or unfilled. Employer reserves the right to decrease the size of this target pool should Employer incur a significant revenue shortfall as a result of state or federal budget reductions.

2. 2016 Pay Grade Adjustments and Wage Increase

~~In the first full pay period in July 2016, the Pay Grade adjustments will be made and all then current, regular bargaining unit employees will be eligible for the across the board salary increase as listed below. The parties have agreed on the following terms.~~

~~(h) Effective the first full pay period in July 2016, current bargaining unit employees will be eligible for a wage increase based on the following factors:~~

~~(i) All regular employees not covered by (c), (d) or (e) will receive a 3.0% pay increase.~~

~~(j) An employee whose salary, with the addition of the pay increase, would reach or exceed the top of their position's Pay Grade will receive an increase to their salary that is the lesser of (i) to the top of the new range; or (ii) their eligible percentage. They will receive the difference between their eligible percentage increase and their actual percentage increase in a lump sum.~~

~~(k) An employee who was hired or promoted between April 1, 2016 and June 30, 2016 will receive a general wage increase of 1.5%.~~

~~(l) Employees hired or promoted on or after July 1, 2016 will not be eligible for a salary increase in 2016.~~

~~(m) THA temporary employees are not eligible for this increase.~~

~~(n) After all salary increases described above are computed, any employee whose new salary remains below the new Pay Grade will be brought up to the bottom of the new Pay Grade.~~

~~3. 2016 One Year Variable Pay Pool~~

~~In addition to the above salary increase, Employer will create a twelve (12) month 2016 Variable Pay Plan pool. Bargaining unit employees who are employed in a regular classification are eligible for Variable Pay according to the terms of the current THA Policy HR 20.35 Variable Pay. Employer reserves the right to distribute this pool in the forms determined by the THA Policy HR 20.35 Variable Pay.~~

~~The funding for the 2016 Variable Pay pool will equal 2% of the revised 2016 OPEIU salary budget. That budget will be established and approved by the Board of Commissioners and will remain the same for CY 2016 whether positions are filled or unfilled.~~

~~3. 2017 Wage Increase~~

~~In the first full pay period in July 2017, all then current, regular bargaining unit employees will be eligible for the across the board salary increase as listed below. The parties have agreed on the following terms.~~

~~(a) Effective the first full pay period in July 2017, current bargaining unit employees will be eligible for a wage increase based on the following factors:~~

~~(b) All regular employees not covered by (c), (d) or (e) will receive a 3.0% pay increase.~~

~~(c) An employee whose salary, with the addition of the pay increase, would reach or exceed the top of their position's Pay Grade will receive an increase to their salary that is the lesser of (i) to the top of the new range; or (ii) their eligible percentage. They will receive the difference between their eligible percentage increase and their actual percentage increase in a lump sum.~~

~~(d) An employee who was hired or promoted between April 1, 2017 and June 30, 2017, will receive a general wage increase of 1.5%.~~

~~(e) Employees hired or promoted on or after July 1, 2017 will not be eligible for a salary increase in 2017.~~

~~(f) THA temporary employees are not eligible for this increase.~~

~~4. 2017 One Year Variable Pay Pool~~

~~In addition to the above salary increase, Employer will create a twelve (12) month 2017 Variable Pay Plan pool. Bargaining unit employees who are employed in a regular~~

~~classification are eligible for Variable Pay according to the terms of the revised THA Policy HR-20.35 Variable Pay. Employer reserves the right to distribute this pool in the forms determined by the revised THA Policy HR-20.35 Variable Pay.~~

~~The funding for the 2017 Variable Pay pool will equal 2% of the 2017 OPEIU salary budget. That budget will be established and approved by the Board of Commissioners and will remain the same for CY 2017 whether positions are filled or unfilled. Employer reserves the right to decrease the size of this target pool should Employer incur a significant revenue shortfall as a result of state or federal budget reductions.~~

~~6. 2018 Six Month Variable Pay Pool~~

~~Employer will create a six (6) month 2018 Variable Pay Plan pool. Bargaining unit employees who are employed in a regular classification are eligible for Variable Pay according to the terms of the revised THA Policy HR-20.35 Variable Pay. Employer reserves the right to distribute this pool in the forms determined by the revised THA Policy HR-20.35 Variable Pay.~~

~~The funding for the 2018 Variable Pay pool will equal 2% of the 2018 OPEIU salary budget. That budget will be established and approved by the Board of Commissioners and will remain the same for CY 2018 whether positions are filled or unfilled. Employer reserves the right to decrease the size of this target pool should Employer incur a significant revenue shortfall as a result of state or federal budget reductions.~~

MEMORANDUM of UNDERSTANDING

Tacoma Housing Authority

And

~~Office and Professional Employees International Union, Local 8~~

The Employer and the Union recognize that it is our mutual interest to work collaboratively in areas of shared interest. Therefore, the parties agree as follows:

~~A Joint Committee will be formed to study benefit options (including health insurance carriers, plan designs, costs, shared sick leave, parental leave, etc. and other benefits listed or proposed to be included in Article 8) for coverage starting with benefit year 2017. The agency and union have a mutual interest to ensure employees receive high quality benefits at a fair, reasonable and sustainable cost. The Committee may also consider other benefit changes in connection with meeting this mutual interest. The Committee shall consist of four (4) members appointed by the Union and four (4) members appointed by the Employer, plus one or more non-voting benefit consultants. This Committee will meet at least monthly beginning in July, 2016. Any recommendation by the Committee shall require a majority of the voting members—i.e. 5 or more affirmative votes.~~

~~The Committee shall present its recommendation, if any, for 2017 health insurance coverage (and any other associated benefit changes) by October 31, 2016. If the Committee cannot agree on a recommendation, the Committee shall so report by October 31, 2016.~~

~~The Employer and the Union shall commence bargaining over the Committee's recommendation (or if there is no recommendation over 2017 health insurance coverage) as soon as practicable after October 31, 2016. If such bargaining results in an agreement for health insurance and other benefits, such agreement shall be memorialized and when signed by both parties shall supersede this MOU. If such bargaining for 2017 health insurance benefits and other benefits has not reached an agreement by November 1, 2016, the coverage for 2017 will be renewed under the 2016 health insurance plan or substantial equivalent and other benefits listed in Article 8 of the CBA will be renewed under the 2016 plan or substantial equivalent with each renewal to be effective January 1, 2017. In that case, the cost of the 2017 health insurance will be paid as follows:~~

- ~~• Employee Only coverage—THA pays 97.5% of the premium for the base plan. The employee will be responsible for the cost differential between the base and the buy-up plan.~~
- ~~• Dependent (spouse, child(ren)) coverage—THA pays 81% of the premium for the base plan. The employee will be responsible for the cost differential between the base and the buy-up plan.~~

~~If bargaining for 2018 health insurance benefits and other benefits has not reached an agreement by November 1, 2017, the coverage will be renewed under the current health insurance plan or substantial equivalent and other benefits listed in Article 8 of the CBA will be renewed under the 2016 plan or substantial equivalent, with each such renewal to be effective January 1, 2018. In that case, the cost of the 2018 health insurance will be paid as follows:~~

- ~~• Employee Only coverage—THA pays 96.5% of the premium for the base plan. The employee will be responsible for the cost differential between the base and the buy-up plan.~~
- ~~• Dependent spouse, child(ren) coverage—THA pays 80% of the premium for the base plan. The employee will be responsible for the cost differential between the base and the buy-up plan.~~

APPENDIX A

	Newly Hired Probationary Employees*	Regular employees Full-time	Temporary Employees†
Holiday	<ul style="list-style-type: none"> Eligible for Company-paid Not Eligible for Floating 	Eligible	Not Eligible Eligible, if on THA payroll
Vacation	Accrues but Not Eligible to use until end of Probation	Eligible	Not Eligible
Medical Leave and Other Leaves	Eligible to use Accrued Leave	Eligible	Not Eligible
Medical Insurance Including Vision***	Eligible	Eligible	Not Eligible
Dental Insurance**	Eligible	Eligible	Not Eligible
Life Insurance**	Eligible	Eligible	Not Eligible
Accidental Death and Dismemberment**	Eligible	Eligible	Not Eligible
Short Term Disability**	Eligible	Eligible	Not Eligible
Long Term Disability**	Eligible	Eligible	Not Eligible
Medical Flexible Spending Account**	Eligible	Eligible	Not Eligible
Dependent Care Flexible Spending Account**	Eligible	Eligible	Not Eligible
Employee Assistance Program**	Eligible	Eligible	Not Eligible
Public Employees Retirement System (PERS)	Eligible	Eligible	Not Eligible
Deferred Compensation	Eligible	Eligible	Not Eligible

An employee's eligibility to participate in employee benefits is based upon their employment status.

†Note: Temporary employees are eligible for Paid Holiday's, provided they are on THA's payroll.

*Note: Newly promoted probationary employees do not have the same restrictions on benefit eligibility. Newly promoted probationary employees are eligible based on their hours worked per above chart.

**Note: The actual terms for employee eligibility are defined in the insurance plan Summary Plan Description.

***Note: For healthcare insurance eligibility, employees who work at least 30 hours per week or whose service hours equal at least 130 hours a month for more than 120 days in a year are considered full-time.



TACOMA HOUSING AUTHORITY

AMENDED BOARD OF COMMISSIONERS MEETING MINUTES REGULAR SESSION WEDNESDAY, JUNE 27, 2018

The Commissioners of the Housing Authority of the City of Tacoma met in Regular Session at 2302 6th Avenue, Tacoma, WA 98403 at 4:45 PM on Wednesday, June 27, 2018.

1. CALL TO ORDER

Commissioner Young called the meeting of the Board of Commissioners of the Housing Authority of the City of Tacoma (THA) to order at 5:08 PM.

2. ROLL CALL

Upon roll call, those present and absent were as follows:

PRESENT	ABSENT
Commissioners	
	Chair Janis Flauding
Vice Chair Minh-Anh Hodge (Arrived late at 5:26 pm)	
	Commissioner Arthur Banks
Commissioner Stanley Rumbaugh (Arrived late at 5:06 pm)	
Commissioner Derek Young	
Staff	
Michael Mirra, Executive Director	
Sha Peterson, Executive Assistant	
April Black, Deputy Executive Director	
Ken Shalik, Finance Director	
Toby Kaheiki, Human Resources Director	
Frankie Johnson, Property Management Director	
Kathy McCormick, Real Estate Development Director	
Sandy Burgess, Administrative Services Director	
Julie LaRocque, Rental Assistance Director	
Cacey Hanauer, Client Support and Empowerment Director	

Commissioner Young declared there was a quorum present @ 5:09 and proceeded.

3. APPROVAL OF MINUTES OF THE PREVIOUS MEETING

Commissioner Young asked for any corrections to, or discussion of the minutes for the Regular Session of the Board of Commissioners on Wednesday, May 23, 2018. Commissioner Rumbaugh moved to adopt the minutes; Vice Chair Hodge seconded.

Upon roll call, the vote was as follows:

AYES: 3
NAYS: None
Abstain: None
Absent: 2

Motion approved.

4. GUEST COMMENTS

Susan Harmon-Payne

Ms. Harmon-Payne lives at 6th Avenue Apartments. Although Director Johnson already had a discussion with Ms. Harmon-Payne prior to the board meeting, she still wanted to share her concerns with the board. According to Ms. Harmon-Payne, tenants have been having issues with a broken fence, defective alarm and cameras, and tenants blocking doors. She also feels that tenants who have been arrested for possession or use of drugs should be rehabilitated prior to being accepted back into their building.

Darlene Howard

Ms. Howard is a Section 8 tenant who has been on medical leave since April. She initiated a change of circumstance with THA to decrease her rent payment and complied with everything she needed to do. Her request has been denied three times. Rental Assistance Director Julie LaRocque then conferred with Ms. Howard.

5. COMMITTEE REPORTS

Real Estate Development Committee—Commissioner Rumbaugh

Nothing to report.

Finance Committee—Vice Chair Hodge and Commissioner Young

Nothing to report.

Education Committee—Vice Chair Hodge

Nothing to report.

Citizen Oversight Committee—Commissioner Banks

Nothing to report.

6. COMMENTS FROM THE EXECUTIVE DIRECTOR

Executive Director (ED) Michael Mirra highlighted some of the topics in his report:

- The House and Senate Appropriation Committees are writing the FY 2019 budget. They each have issued proposals for the HUD budget. Each proposal rejects the Trump Administration's budget proposal that would have cut HUD's budget significantly. The budget for FY 2020 will likely be very challenging.
- Discussions regarding tenant protection proposals are headed to the City Council. ED Mirra and staff have been meeting with landlords and tenant representatives. Those discussions suggest notable agreement among the groups.

ED Mirra showed a drawing of Bay Terrace from a child who lives there. THA will get the name of the artist and will have the drawing framed and showcased at Bay Terrace.

7. ADMINISTRATIVE REPORTS

Finance

Finance Department (FD) Director Ken Shalik directed the board to the finance report. The State auditors will commence audit for 2017 within the next week or so. The Finance Committee will have an entrance meeting sometime in July and will also discuss the 2019 budget. THA remains in good financial condition. Its unencumbered reserves are currently at \$1 million, which is lower than we need it to be. We will replenish it when we get to final closing of the books on the Renew Tacoma refinancing and on Bay Terrace II (BTII). Director McCormick announced that both Renew Tacoma and BTII are with investors. These deals will add another \$9 million to our unencumbered reserves.

Commissioner Rumbaugh moved to ratify the payment of cash disbursements totaling \$4,826,948 for the month of May 2018. Vice Chair Hodge seconded.

Upon roll call, the vote was as follows:

AYES:	3
NAYS:	None
Abstain:	None
Absent:	2

Motion Approved.

Administrative Services

Administrative Services (AS) Director Sandy Burgess directed the board to her report. She provided the board a Per Unit Per Year (PUPY) report, which shows that all properties are operating below PUPY. AS and Property Management (PM) will look at the report again in August with hopes of finding the same result. Commissioner Young

asked if there were specific items THA was expecting but did not see. Salaries and maintenance, replied Director Shalik. Commissioner Rumbaugh inquired about the differential for Highland Crest and reserve fund. According to Director Burgess, THA budgeted conservatively. Director Shalik added that when THA purchased Highland Crest last year, it was funded at \$200K. Commissioner Rumbaugh noted that the board talked about trying to capture the cash flow or expense incurred on properties owned by THA as opposed to RAD conversion. Director Burgess said she hopes to have this report to the board ready at its August meeting.

Property Management

Property Management Director Frankie Johnson directed the board to her report. For the fourth month, PM is showing less than 20 days to turn a unit key to key. Commissioner Rumbaugh said this is remarkable. Since February PM, Finance and compliance have been doing Lifecycle of the Tenant trainings, working on customer service, efficiency, and OpenDoor. Director Johnson acknowledged Rental Assistance Housing Specialist Cathy Forslund, who has been influential in the decrease of leasing days.

Real Estate Development

Real Estate Development (RED) Director Kathy McCormick directed the board to her report.

- The third-party analysis for Renew Tacoma is complete and a letter will go out to Walsh with the final contract amount.
- There is full funding for the Arlington Drive Crisis Residential Center (CRC). RED will meet with the County and City to find out when THA can start drawing on funds. THA submitted a tax credit application yesterday for the rental housing.. The Washington Housing Commission staff will need to verify funds, but they expressed confidence that THA will receive an allocation.
- THA launced the planning for the James Center North planning. RED is pleased with the design team and consultants.
- RED is getting ready to issue a Request for Qualification (RFQ) for Housing Hilltop. The Greater Tacoma Commuuty Foundation has agreed to partner with THA, and RED hopes to start attracting others like the Library.
- Commissioner Rumbaugh mentioned a complaint he received New Look tenants do not receive adequate notice of what is going on with the reconstruction. RED is aware of the complaints, have talked to the tenants, and is doing everything to address their concerns.

8. OLD BUSINESS

None.

9. NEW BUSINESS

9.1 RESOLUTION 2018-06-27 (1) (Purchase & Sale Agreement for Sale of 7 Lots at Salishan)

A **RESOLUTION** of the Board of Commissioners of the Housing Authority of the City of Tacoma

WHEREAS, The Housing Authority of the City of Tacoma (the "Authority") seeks to encourage the provision of long-term housing for low-income persons residing within the City of Tacoma, Washington (the "City"); and

WHEREAS, The RCW 35.82.070(2) provides that a housing authority may "prepare, carry out, acquire lease and operate housing projects; and "provide for the construction, reconstruction, improvement alteration or repair of any housing project or any part thereof..."; and

WHEREAS, RCW 35.82.020 defines "housing project" to include, among other things, "any work or undertaking...to provide decent, safe and sanitary urban or rural dwellings, apartments, mobile home parks or other living accommodations for person of low income"; and

WHEREAS, The Authority is authorized by the Housing Authorities Law (chapter 35.82 RCW) to, among other things: (i) "prepare, carry out, acquire, lease and operate housing projects; to provide for the construction, reconstruction, improvement, alteration or repair of any housing project or any part thereof" (RCW 35.82.070(2)); (ii) "lease or rent any dwellings . . . buildings, structures or facilities embraced in any housing project" (RCW 35.82.070(5)); (iii) "make and execute contracts and other instruments, including but not limited to partnership agreements" (RCW 35.82.070(1)); (iv) "delegate to one or more of its agents or employees such powers or duties as [the Authority] may deem proper" (RCW 35.82.040); and (v) "make ... loans for the ... acquisition, construction, reconstruction, rehabilitation, improvement, leasing, or refinancing of land, buildings, or developments for housing persons of low income."; and

WHEREAS, The Executive Director and the Board of Commissioners find the terms of the Purchase and Sale Agreement acceptable to THA; now, therefore, be it

Resolved by the Board of Commissioners of the Housing Authority of the City of Tacoma, Washington as follows:

1. The Executive Director has the authority to negotiate, and if those negotiations are successful, to execute a Purchase and Sale Agreement with TAC Build LLC.
2. Acting Officers Authorized. The proper officers of the Authority are and are hereby authorized, empowered, and directed to take such further action on behalf of the Authority as they deem necessary to effectuate the foregoing sections of this resolution. Any action required by this resolution to be taken by the

Executive Director of the Authority may in his absence be taken by the duly authorized acting Executive Director of the Authority.

3. This resolution shall be in full force and effective from and after its adoption and approval.

Commissioner Rumbaugh motioned to approve the resolution. Vice Chair Hodge seconded the motion.

AYES: 3
NAYS: None
Abstain: None
Absent: 2

Motion Approved: June 27, 2018

Janis Flauding, Chair

9.2 RESOLUTION 2018-06-27 (2)
(Authorization to Adopt New Procurement Policy)

A **RESOLUTION** approving amendments to the Tacoma Housing Authority's Procurement Policy.

WHEREAS, The Housing Authority of the City of Tacoma (the "Authority") intends has a policy governing its procurement of goods and services, THA Policy PI-01. It needs amendment to conform to state and federal law, to govern THA's procurements for other entities and to make it easier for staff to understand; now, therefore, be it

Resolved by the Board of Commissioners of the Housing Authority of the City of Tacoma, Washington, as follows:

1. THA adopts as new THA Policy PCI-01 – Procurement in substantially the form set out in the attached draft. Staff may further amend the policy without Board review for purposes of minor clarification, formatting changes and the addition or modification of flow charts and other visualizations, and forms.
2. Any actions of the Authority or its officers prior to the date hereof and consistent with the terms of this resolution are ratified and confirmed.

Vice Chair Hodge motioned to approve the resolution. Commissioner Rumbaugh seconded the motion.

Upon roll call, the vote was as follows:

AYES: 3
NAYS: None
Abstain: None

Absent: 2

Motion Approved: June 27, 2018

Janis Flauding, Chair

**9.3 RESOLUTION 2018-06-27 (3)
(Approval of Small Assets Disposition Policy)**

A **RESOLUTION** of the Board of Commissioners of the Housing Authority of the City of Tacoma

WHEREAS, The Housing Authority of the City of Tacoma (the "Authority") is the recipient of Federal funding through various instruments issued by the Department of Housing and Urban Development ("HUD"); and

WHEREAS, HUD has adopted 2 CFR 200, which includes certain administrative requirements, cost principles, audit requirements, and requirements for procurements conducted by recipients of Federal funding; and

WHEREAS, Public housing authorities, including the Authority, are required to adopt policies that meet the requirements of 2 CFR §200; and

WHEREAS, Following an audit that HUD conducted between July 31 and August 4, 2017, HUD raised a concern about the lack of a disposition policy; and

WHEREAS, A proposed Small Asset Disposition policy that satisfies and adopts the requirements of 2 CFR §200 is attached as Attachment A; now, therefore, be it

Resolved by the Board of Commissioners of the Housing Authority of the City of Tacoma, Washington as follows:

1. THA adopts THA Policy G-15 Small Asset Disposition in substantially the form set out in the attached draft policy. Staff may further modify this policy without further Board review for minor changes, changes in format, visualizations and forms.

SR how do we keep track. Sandy says when they are obsolete and such we dispose of them.

Commissioner Rumbaugh motioned to approve the resolution. Vice Chair Hodge seconded the motion.

Upon roll call, the vote was as follows:

AYES: 3
NAYS: None
Abstain: None

Absent: 2

Motion Approved: June 27, 2018

Janis Flauding, Chair

9.4 RESOLUTION 2018-06-27 (4)
(Approval of Update to THA's Ethics Policy)

A **RESOLUTION** of the Board of Commissioners of the Housing Authority of the City of Tacoma

WHEREAS, The Housing Authority of the City of Tacoma (the "Authority") approved the update of THA's Procurement Policy; and

WHEREAS, In the course of revision of THA's Procurement Policy, Legal Counsel advised an update to THA's Ethics and Conflicts of Interest Policy to comply with HUD regulation 2 CFR Part 200; and

WHEREAS, A proposed revised Ethics and Conflicts of Interest Policy that satisfies the recommendation of Legal Counsel is attached hereto as Exhibit A; now, therefore, be it

Resolved by the Board of Commissioners of the Housing Authority of the City of Tacoma, Washington as follows:

1. THA adopts a new version of THA Policy G-10 - Ethics and Conflicts of Interest in substantially the form set forth in the attached draft. Staff may make further amendments to this policy without further Board review to make minor clarifications, format changes and visualizations and to reference forms.
2. This resolution shall be in full force and effect from and after its adoption and approval.

Commissioner Rumbaugh motioned to approve the resolution. Vice Chair Hodge seconded the motion.

Upon roll call, the vote was as follows:

AYES: 3
NAYS: None
Abstain: None
Absent: 2

Motion Approved: June 27, 2018

Janis Flauding, Chair

10. COMMENTS FROM COMMISSIONERS

- Commissioner Young thanked the directors and staff for their great work. He dropped by Salishan during the book fair and was impressed with the volunteers.
- ED Mirra informed the board that they will be receiving an invitation for a celebration at Salishan on July 17 at 3:30 pm to note the ribbon cutting on Heritage Bank's new Salishan branch. Speakers will be Children's Savings Account program participants, Mayor Woodards, Superintendent Santorno, Councilmember Ushka, Heritage Bank officials and Prosperity Now President Andrea Levere from D.C. Marty Campbell will preside.
- Commissioner Rumbaugh inquired about the Americas Credit Union offer for supplemental escrow accounts for home purchases. ED Mirra will contact Paul Miller and will be handing this project off to Director of Client Support and Empowerment Cacey Hanauer.
- Commissioner Young's schedule has more flexibility allowing him to be in Tacoma on Mondays and Wednesdays.
- Commissioners were invited to a Tenant Residents Action Coalition (TRAC) event at People's Park on July 27th from 12:00-3:00 pm.

11. EXECUTIVE SESSION

None.

12. ADJOURNMENT

There being no further business to conduct the meeting ended at 6:17 PM.

APPROVED AS CORRECT

Adopted: July 25, 2018


Dr. Minh-Anh Hodge, Chair



TACOMA HOUSING AUTHORITY

BOARD OF COMMISSIONERS MEETING MINUTES REGULAR SESSION WEDNESDAY, JULY 25, 2018

The Commissioners of the Housing Authority of the City of Tacoma met in Regular Session at Ludwig, 5425 S. Lawrence Street, Tacoma, WA 98409 at 4:45 PM on Wednesday, July 25, 2018.

1. CALL TO ORDER

Chair Flauding called the meeting of the Board of Commissioners of the Housing Authority of the City of Tacoma (THA) to order at 4:55 PM.

2. ROLL CALL

Upon roll call, those present and absent were as follows:

PRESENT	ABSENT
Commissioners	
Chair Janis Flauding	
Vice Chair Minh-Anh Hodge (arrived late at 5:03 pm)	
Commissioner Arthur Banks	
Commissioner Stanley Rumbaugh (arrived late at 5:05 pm)	
Commissioner Derek Young	
Staff	
Michael Mirra, Executive Director	
Sha Peterson, Executive Assistant	
April Black, Deputy Executive Director	
Ken Shalik, Finance Director	
Toby Kaheiki, Human Resources Director	
Frankie Johnson, Property Management Director	
	Kathy McCormick, Real Estate Development Director
Sandy Burgess, Administrative Services Director	
	Julie LaRocque, Rental Assistance Director
Cacey Hanauer, Client Support & Empowerment Director	

Chair Flauding declared there was a quorum present @ 4:56 pm and proceeded.

3. APPROVAL OF MINUTES OF THE PREVIOUS MEETING

Chair Flauding asked for any corrections to, or discussion of the minutes for the Regular Session of the Board of Commissioners on Wednesday, June 27, 2018. Commissioner Rumbaugh moved to **amend** the minutes: *Under Comments from Commissioners, Paul Miller is not with Paul Miller Brokerage but rather with Americas Credit Union.* Commissioner Banks seconded.

Upon roll call, the vote was as follows:

AYES: 5
NAYS: None
Abstain: None
Absent: None

Motion approved.

4. GUEST COMMENTS

Senta McKnight, Fawcett Tenant

Senta thanked Tacoma Housing Authority and the board for their assistance and gave special thanks to Executive Director Michael Mirra, Property Management Director Frankie Johnson, and Property Management Operations Coordinator Yvonne Ginoulis. She said that they have been very helpful to her and to the Tenant Residents Action Coalition. (TRAC). She said that TRAC's annual board meeting and picnic is scheduled Friday, July 27.

5. COMMITTEE REPORTS

Real Estate Development Committee—Commissioner Rumbaugh

Nothing to report.

Finance Committee—Vice Chair Hodge and Commissioner Young

Nothing to report.

Education Committee—Vice Chair Hodge

Nothing to report.

Citizen Oversight Committee—Commissioner Banks

Nothing to report.

6. COMMENTS FROM THE EXECUTIVE DIRECTOR

Executive Director (ED) Michael Mirra provided an update on the homeless encampment at People's Park. He reviewed what he had reported in writing to the board: he signed the "trespass authorization" that the city requested allowing the police to remove the encampment from THA property around its building at 902 S. L Street. He reviewed the

factors that made that the correct, if difficult, decision. ED Mirra acknowledged staff's contribution to the encampment puzzle.

ED Mirra reported that THA, also at City request, will now consider whether THA has any other property suitable to host a temporary encampment under the City's new code that allows for it. He reviewed the conditions that THA would require for it to do this: the encampment would not interfere with THA's construction schedule for the property; another organization with the skills and experience to do so would manage the encampment; THA will need help to pay for it; a robust community consultation that the City will help to lead. Director Frankie Johnson is the project manager for this effort. ED Mirra asked the board if it would favor making the land available for temporary encampment:

- Commissioner Rumbaugh is worried about liability issues. Commissioner Rumbaugh is also worried about the time it would take for people to leave and the mess that would be left behind. His answer is therefore a conditional "Yes."
- Commissioner Banks wants the city to buy into the plan and be responsible for weekly trash, restrooms and porta-potties. Supportive services should also be part of the plan.
- Chair Flauding stated that: (a) if THA does not have legal responsibility, (b) the city is willing to be involved, (c) THA finds someone else to manage it, (d) and there is a plan at the end of the temporary encampment -- then she favors the plan. She would like to see a program of services.
- Vice Chair Hodge is concerned about tracking who goes in and out of the encampment in case crimes are committed. Commissioner Rumbaugh stated that it would have to be tracked by someone who knows how to manage the encampment.
- Commissioner Rumbaugh likes the tiny homes idea and making them mobile. They can also be manufactured.
- Commissioner Young thinks that creating tiny homes can add value to the site. He added that Seattle is doing something similar and THA should inquire about how they are responding to the concerns associated with tiny homes. Director Johnson is scheduled to visit the tiny homes community in Seattle.

7. ADMINISTRATIVE REPORTS

Finance

Finance Department (FD) Director Ken Shalik directed the board to the finance report. He is not seeing challenges at this time. The state auditors started their audit early this month. They still need to meet the September deadline so they need to finish by the end of August. The entrance conference is scheduled for the first week in August; ED Mirra

will be out of town but Deputy Executive Director Black will be standing in for him. Both Vice Chair Hodge and Commissioner Young are scheduled to attend.

Finance is still waiting for funds for Rental Assistance Demonstration (RAD) closing and Bay Terrace (BT) totaling \$1.5M in unrestricted funds. Finance is also still working on closing Boston Financial Investment Management (BFIM).

Commissioner Banks moved to ratify the payment of cash disbursements totaling \$4,716,477 for the month of June 2018. Commissioner Young seconded. Upon roll call, the vote was as follows:

AYES:	3
NAYS:	None
Abstain:	None
Absent:	2 (Vice Chair Hodge and Commissioner Rumbaugh were not yet in attendance)

Motion Approved.

Policy, Innovation and Evaluation

Policy, Innovation and Evaluation (PIE) Director April Black directed the board to her report. In addition to her board report, she is also submitting a Moving to Work (MTW) plan amendment. The plan will go out for public comment in August. Staff will submit it to the board in September for the Board's approval. The only proposed new activity will modify how THA assesses whether a section 8 rental property complies with Housing Quality Standards. The modification will allow occupancy despite "minor" shortfalls that the landlord can repair later. Director Black said minor fails include window seals, cracked switch cover, etc. They would not involve items that threaten health or safety.

Chair Flauding noted that Eric Lane is now going to be part of Rental Assistance (RA). Director Black said PIE is excited about this move. Chair Flauding is excited as well because she knows THA needs a Landlord Engagement Specialist.

Client Support and Empowerment

Client Support and Empowerment (CSE) Director Cacey Hanauer directed the board to her report. Director Hanauer is reorganizing her department. The table in her report shows how the reorganization will focus the team and their expertise. The effort will devise better key performance indicators to allow staff to track their success. A Request for Proposal (RFP) for Arlington Drive was released and closes September 4.

Rental Assistance

Rental Assistance (RA) Director Julie LaRocque was not in attendance. Director Black addressed the board on her behalf. Director LaRocque's report touched on Eric Lane's move to RA and her excitement at this new hire. RA continues to see dips in utilization in Housing Choice Voucher (HCV) and Housing Opportunity Program (HOP) as Tacoma's rental market continues to tighten and gets still more expensive. Eric is engaging landlords and beginning to talk to them about property-based vouchers. This department is focused on utilization and following up with movers and tenants shopping for more than 60 days, to see if they can stay under their current lease.

Commissioner Rumbaugh inquired about other strategies for improving utilization. Director Black said one of the resolutions for the board's consideration that day would allow a new way to subsidize apartments. It is called "property-based subsidies". This is a novel approach that THA has devised. Director Black explained how it differs from project-based subsidies. She said there is already one apartment owner interested. Also, RA is continuously working on strategies such as THA paying for screening fees, security, or past debts, to make it more appealing for tenants.

Commissioner Rumbaugh is concerned about concentrating subsidized units in only one geographic area. Director Black noted the concern and how THA does track the extent of concentration and spread among its voucher participants. She also noted some reasons why concentrating in one part of the City can make sense. For example, THA is seeking property-based voucher units within walking distance of Tacoma Community College (TCC) and Tacoma Public Schools to further THA's school partnerships. Commissioner Rumbaugh likes the idea but he feels there are problems with it. Director Black will put in a maximum number of units per property. She also asked for and received the Board's approval to increase the total number of authorized property based units to 500.

ED Mirra added that another factor affecting utilization will come into play on September 30 when state law outlaws discriminate against people who participate in the voucher program.

Property Management

Property Management (PM) Director Frankie Johnson directed the board to her report. PM is reporting unit turns below 20 days for the fifth month in a row; unit turns this month were done in an average of 17 days. PM is interviewing to fill a maintenance supervisor position to continue to keep this number down. The Commissioners expressed their appreciation for this achievement.

At the June board meeting, one tenant read a letter outlining concerns; Director Johnson included her response to that letter in her report.

Real Estate Development

Real Estate Development (RED) Director Kathy McCormick directed the board to her report.

- Arlington Drive rental housing received an award of tax credits. THA's Request for Proposals seeking a service provider is now out.
- Last week, RED presented the James Center North project to a convening of national design experts in Seattle. They agreed that the site has great potential.
- Commissioner Rumbaugh inquired about Hilltop Housing. According to ED Mirra, THA owns 7 parcels in two blocks. Commissioner Rumbaugh suggested to have as many of the parcels in one permit.

Human Resources

Human Resources (HR) Director Toby Kaheiki directed the board to his report. HR is excited about 2018 and has been involved with a lot of new beginnings, new directors, medical plans, and organizational structures. Commissioner Rumbaugh inquired about the Trades and OPEIU negotiations. Director Kaheiki responded that HR is on the tail end of OPEIU negotiations — working on pay and benefits. There have been four meetings and he is hopeful things will wrap up in August. For Trades, HR had its second meeting that day and he reports things are going well. Director Kaheiki will keep the board informed and hopes to come to the August board meeting with resolutions for the board to consider approving new collective bargaining agreements.

8. OLD BUSINESS

None.

9. NEW BUSINESS

9.1 RESOLUTION 2018-07-25 (1) (Amendment #2 to Architectural and Engineering Services with SMR Architects Arlington Drive Youth Campus)

A **RESOLUTION** of the Board of Commissioners of the Housing Authority of the City of Tacoma

WHEREAS, On September 28, 2016, the Board approved Resolution 2016-09-28 (4) authorizing the Executive Director to negotiate and execute a contract for A&E services for the Crisis Residential Center and master plan for Arlington Drive property to SMR Architects in an amount not-to-exceed \$300,000; and

WHEREAS, On May 12, 2017, THA entered into a contract with SMR Architects to provide A&E design and master planning services in the amount of \$205,335; and

WHEREAS, On December 8, 2017, THA and SMR Architects executed Addendum No. 1 in the amount of \$940; increasing the contract to \$206,275; and

WHEREAS, At this time, THA would like to revise the total contract for SMR Architects to include A&E fees for the rental housing portion of the development; now, therefore, be it

Resolved by the Board of Commissioners of the Housing Authority of the City of Tacoma, Washington as follows:

Authorize THA's Executive Director to increase the contact amount with SMR Architects by \$983,725 for a total not-to-exceed amount of \$1,190,000.

Comments: Commissioner Rumbaugh hopes that the scope has expanded which is why the contract amount is increasing. According to Project Manager Roberta Schur, the initial resolution submitted to the board was just for CRC and her understanding is that this is the final amount.

Commissioner Banks motioned to approve the resolution. Commissioner Young seconded the motion.

AYES: 5
NAYS: None
Abstain: None
Absent: None

Motion Approved: July 25, 2018

Janis Flauding, Chair

**9.2 RESOLUTION 2018-07-25 (2)
(2018 MTW Plan Amendment to Add Property Based Subsidy Activity)**

WHEREAS, The MTW Plan is required by HUD; and

WHEREAS, The purpose of the MTW Plan is to establish local goals and objectives for the fiscal year; and

WHEREAS, Rising rental costs and stagnant HUD funding make it difficult for voucher recipients to lease in the private market; and

WHEREAS, THA will update its MTW Plan to allow for a property-based subsidy program to secure more affordable housing units in the market; and

WHEREAS, Changes to the MTW Plan must be approved by THA Board of Commissioners; now, therefore, be it

Resolved by the Board of Commissioners of the Housing Authority of the City Of Tacoma, Washington, that:

THA's Executive Director is authorized to submit this amendment to THA 2018 MTW Plan.

Comments: Chair Flauding inquired about a cap with 500 units. Director Black will discuss this internally. She asked for approval to go out to bid for the 75 units with the condition to change it after. The request was approved by the board. Commissioner Young inquired about how small a property Director Black envisions would be interested in property-based vouchers. Director Black is unsure, but possibly a small owner in Hilltop with units less than 20.

ED Mirra acknowledged Director Black's idea for creating the property-based voucher program. He feels this is where Director Black shines — her innovation and creativity in a hard market.

Commissioner Rumbaugh moved to **amend** the resolution *subject to administrative protocols regarding centralized location of low-income housing*. Chair Flauding seconded.

Upon roll call, the vote was as follows:

AYES: 5
NAYS: None
Abstain: None
Absent: None

Motion Approved: July 25, 2018

Janis Flauding, Chair

Commissioner Rumbaugh motioned to approve the resolution. Commissioner Banks seconded the motion.

Upon roll call, the vote was as follows:

AYES: 5
NAYS: None
Abstain: None
Absent: None

Motion Approved: July 25, 2018

Janis Flauding, Chair

9.3 RESOLUTION 2018-07-25 (3)
(Amendment to Architectural and Engineering Services with Buffalo Design for Alberta J. Canada (formerly New Look) Apartments)

A **RESOLUTION** of the Board of Commissioners of the Housing Authority of the City of Tacoma

WHEREAS, The Housing Authority of the City of Tacoma (the "Authority") seeks to encourage the provision of long term housing for low income persons residing in the City of Tacoma, Washington (the "City"); and

WHEREAS, On March 23, 2016, the Board approved Resolution 2016-03-23 (5) authorizing the Executive Director to negotiate and execute a contract not-to-exceed \$150,000 with Buffalo Design for the New Look Apartments; and

WHEREAS, On December 14, 2016, The Board approved Resolution 2016-12-14 (7) authorizing the Executive Director to negotiate an Amendment No. 1 to increase Buffalo Design's agreement not-to-exceed \$237,404 for Construction Administration services for a total contract amount of \$387,404; and

WHEREAS, On December 13, 2017, the Board approved Resolution 2017-12-13 (6) authorizing the Executive Director to negotiate and amend Buffalo Design's agreement in an amount not-to-exceed \$109,201 for a total contract amount of \$496,605; and

WHEREAS, At this time, THA would like to revise the total contract with Buffalo Design to include the additional services of \$24,128 and \$10,000 in contingency costs bringing the new not-to-exceed contract amount to 530,733.00; now, therefore, be it

Resolved by the Board of Commissioners of the Housing Authority of the City of Tacoma, Washington as follows:

Authorize THA's Executive Director to increase the contact amount with Buffalo Design by \$34,128 for a total not-to-exceed contract amount of \$530,733.

Commissioner Rumbaugh motioned to approve the resolution. Commissioner Banks seconded the motion.

Upon roll call, the vote was as follows:

AYES:	5
NAYS:	None
Abstain:	None
Absent:	None

Motion Approved: July 25, 2018

Janis Flauding, Chair

10. COMMENTS FROM COMMISSIONERS

None.

11. EXECUTIVE SESSION

None.

12. ADJOURNMENT

There being no further business to conduct the meeting ended at 6:01 PM.

APPROVED AS CORRECT

Adopted: August 22, 2018



Dr. Minh-Anh Hodge, Chair