



# TACOMA HOUSING AUTHORITY

## RESOLUTION 2016-07-27(1)

**Date:** July 27, 2016  
**To:** THA Board of Commissioners  
**From:** Michael Mirra  
Executive Director  
**Re:** Ratify OPEIU Contract

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This Resolution would authorize the Executive Director to sign the new Office and Professional International Union (OPEIU) collective bargaining agreement.

### **Background**

On July 7, 2016, THA staff who constitute the bargaining unit represented by OPEIU voted to ratify the new collective bargaining agreement (CBA) that representatives of OPEIU and THA negotiated. This is a 2-year contract that expires on June 30, 2018.

I attach the new CBA with changes from the last contract shown in black bold. The notable features of the new CBA are as follows:

- a. We have a Memorandum of Understanding on convening a Benefit Committee to examine THA's overall benefit package with the goal of achieving high-quality benefits at a fair, reasonable and sustainable cost. It is unlikely that THA's benefit costs will be reduced substantially; however the goal of maintaining a strong benefit package and containing costs is our goal.
- b. We agreed upon a definition of a Sunset employee that does not include the ability to "bump-back" at the end of the sunset period.
- c. We agreed to establish a method by which OPEIU employees can donate voluntarily to an OPEIU Employee Hardship fund.
- d. We revised the Severe Weather policy to allow greater flexibility for times when conditions require an office closure.
- e. We agreed to a 3% across-the-board increase and a 2% budget for the Variable Pay budget for 2016 and 2017.

### **Recommendation**

Approve Resolution 2016-7-27(1).



# TACOMA HOUSING AUTHORITY

## RESOLUTION 2016-07-27 (1) (Ratify 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, 2015; and

**WHEREAS**, THA and OPEIU signed two Contract Extension Agreements on March 17, 2015, and September 29, 2015, respectively, extending the contract to end on February 29, 2015; and

**WHEREAS**, THA and OPEIU reached a tentative agreement on a new collective bargaining agreement; THA staff in the OPEIU bargaining unit have voted on July 7, 2016; 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 that:***

The Board authorizes THA's Executive Director to execute the collective bargaining agreement with the Office and Professional Employees International Union.

**Approved: July 27, 2016**

  
Stanley Rumbaugh, Chair

BETWEEN

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OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION  
LOCAL **238**

AND

HOUSING AUTHORITY OF THE CITY OF TACOMA

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~~July 1, 2012 – June 30, 2015~~  
July 1, 2016 – June 30, 2018

OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION, LOCAL **238**  
~~2602 N. Proctor St.~~  
~~Suite 203~~  
~~Tacoma, WA 98407~~  
~~(253) 472-8712~~  
2800 First Avenue #304  
Seattle, WA 98121  
(800) 600-2433

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

**Section x: Shared Vacation/Sick Leave**

**The Employer agrees to implement a shared sick and vacation leave policy, subject to state and federal requirements. To be eligible, the individual must be a regular employee who has completed his/her probationary period, has exhausted all paid leave, and has suffered from a serious medical hardship, or illness, injury, impairment, or suffer from a physical or mental condition of a severe nature. Employees and/or Employees with immediate family members who have a serious medical hardship, or illness, injury, impairment, or suffer from a physical or mental condition of a severe nature, who do not meet the eligibility requirements described in this subsection may seek an exception to the eligibility requirements through the Joint Committee. In no event, however, are temporary or probationary employees eligible for shared vacation/sick leave under this policy.**

**TA – 6/17 – revisit as part of the benefit committee**

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## AGREEMENT

THIS AGREEMENT is made and entered into at Tacoma, Washington, this \_\_\_ day of \_\_\_\_\_, 2012~~6~~, 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 ~~238~~, 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, ~~who has received a minimum 2.8 probationary evaluation rating~~ and who is regularly scheduled to work 40 hours per week. For healthcare benefit eligibility, see definition of full time on Appendix A. TA 1/27/16

1.3 "Regular part-time employee" means any employee who has successfully completed the probationary period in his/her position, ~~who has received a minimum 2.8 probationary evaluation rating~~, 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. TA 1/27/16

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
- (c) 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 days or mutually agreed upon extension. See Section 12.3.

**1.7 "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. TA 1/27/16**

1.78 "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.

1.89 "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. TA 2/23/16

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

**1.1011** "Anniversary date of service" means the same date each year as the date on which the employee first began work.

**1.1112** "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.

**1.1213** "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**

- (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.
- (b) **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 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. 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.

- (c) 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.

#### **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 an 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. TA 2/29**

#### **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. TA 4/5**

### **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 ~~Saturday~~, 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.

**TA to retain current language 3/17/16**

##### **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. TA to return to current language with one word change to correct error 4/5

#### **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 Inclement 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.

~~An employee is expected to report to work regardless of weather conditions. An employee who is unable to get to work or who has approval to leave work early because of weather conditions shall charge the time missed against accrued vacation leave. In the event no vacation leave is accrued, time missed shall be charged to leave without pay. Tardiness due to an employee's inability to report for scheduled work because of severe weather or conditions caused by such weather may be allowed up to one hour at the beginning of the work day, at the sole discretion of the Authority; inclement weather tardiness in excess of that allowed by the Authority shall be charged as provided above.~~

- 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. TA 2/29
- (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. TA 3/16/16

## 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

1. All bargaining unit employees will be eligible to receive an across the board salary increase effective the first full pay period of July each year of this contract based on the following factors:

- A. All regular employees not covered by (b) or (c) will receive a 3.0% pay increase.
- B. An employee who was hired or promoted between April 1, 2016 and June 30, 2016, will receive a 1.5% pay increase.
- C. Employees hired on or after July 1, 2016 will not be eligible for a salary increase in 2016.

Note 4/11 OPEIU proposal

2. Remove ability for employees to receive merit and special recognition awards and instead implement a step system where employees will advance one step (receive a 2.5% increase) on their anniversary date. See chart. 2/23 union changed proposal from 2.5% to 2% Valarie will provide a new chart Union withdraws this part of proposal TA 3/17/16

2. Variable Pay will consist of possible Merit Increases to base pay and Special Recognition Award lump sum payments.

Merit Increases will be based on an employee's overall score on the performance evaluation.

<u>Employee Performance Evaluation Score</u>	<u>Merit Increase Amount</u>
<u>0.0-2.9</u>	<u>0%</u>
<u>3.0-3.5</u>	<u>1.0%</u>
<u>3.6-4.3</u>	<u>1.5%</u>
<u>4.4-5.0</u>	<u>2.0%</u>

<u>Employee Performance Evaluation Score</u>	<u>Merit Increase Amount</u>
<del>0.0-3.0</del>	<del>0%</del>
<del>3.1-3.5</del>	<del>.5%</del>
<del>3.6-4.0</del>	<del>1.0%</del>
<del>4.1-4.5</del>	<del>1.5%</del>
<del>4.6-5.0</del>	<del>2.0%</del>

TA 6/17 -- included in Schedule A

**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 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. TA**

2/23/16

Any future annual increases over the duration of the Agreement in the premium amount required to maintain insurance coverage will be paid as follows:

(a) The Employer will pay the first five percent (5%) increase;

(b) The next ten percent (10%) increase will be split equally between the Employer and the employee and;

(c) If insurance rates increase by greater than fifteen percent (15%) this section of the contract may be reopened with regard to bargaining. The fifteen percent (15%) rate increase can either be a combination of 2017 and 2018 or in one year alone.

• Employee Only coverage THA pays 97.5% of the premium

• Dependent (spouse, child(ren) coverage THA pays 81% of the premium

~~(a) For the remainder of 2012, the Employer shall provide full family group health insurance coverage under UEBT Plan A5, which includes medical and vision coverage.~~

~~(b) Beginning January 1, 2013, bargaining unit employees will be offered the option of (a) a traditional insurance plan with coverage substantially similar to the current plan, or (b) a high deductible insurance plan supplemented by a HRA account. During 2012, the Employer will form a Benefits Committee to review insurance options for the two plans and will invite bargaining unit members to participate on that committee. Although the Employer will consider any recommendation from the Benefits Committee, the Employer reserves the right to select the insurance company(s) and plan design for the two plans. All regular, full time THA employees, except those included in the Building Trades bargaining unit, will be included in the two plans developed under this Section 8.1(b).~~

~~(c) The parties agree to re-open this Agreement effective October 1, 2013 (upon sixty days prior written notice by either party of an intent to re-open) for the sole purpose of (a) negotiating any substantial changes to the insurance coverage as described in Section 8.1(b) to be effective January 1, 2014 and (b) negotiating the cost sharing of insurance benefits for 2014. Notwithstanding the foregoing, the Employer shall have the right to select that insurance company(s) and final plan design by which insurance benefits will be provided in 2014.~~

~~(d) The Employer will offer a Health Savings Account ("HSA") or a Health Reimbursement Account ("HRA") to bargaining unit employees who are eligible to participate in such account. The Employer has the right to determine whether an HSA or HRA will be offered and to discontinue one plan by substituting the other plan.~~

~~(e) For 2015, the benefits provided herein shall be provided through a self-insured plan or under one or more group insurance policy or policies issued by an~~

~~insurance company or insurance companies selected by Employer. "Insurance Company[s]" includes one or more regular line insurance company[s] and/or non-profit organizations providing hospital, surgical, or medical benefits. If these benefits are insured by an insurance company, all benefits are subject to the provisions of the policies between Employer and the insurance company as may be changed from time to time. Employer will offer bargaining unit employees an insurance option that provides a level of benefits substantially similar to the then current level of benefits.~~

## **SECTION 8.2 Cost Sharing**

~~Bargaining unit employees cost share amount will not change for the remainder of 2012. For 2013, the cost share for bargaining unit employees selecting the high deductible plan will be a composite rate of \$145.00. For employees selecting the traditional insurance plan, the employee cost share for 2013 will be:~~

- ~~• \$200.00/month for Employee Only, Employee + Spouse & Employee + Children~~
- ~~• \$250.00/month for full Family coverage (Employee + Spouse + Children)~~

~~(a) Provisions for cost sharing for the 2014 plan year are described in Section 8.1 (c).~~

~~(b) The parties agree to re-open this Agreement effective October 1, 2014 (upon sixty days prior written notice by either party of an intent to re-open) for the sole purpose of negotiating the cost sharing of insurance benefits for 2015.~~

See MOU for cost sharing.

## **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 OPEIU Supplemental Retirement 401K Plan~~

~~Effective upon ratification of the contract, the Employer hereby agrees to allow employees covered under this Agreement to participate in the OPEIU Local 8 Supplemental Retirement 401(k) Plan. The Employer agrees to and shall be bound by all terms, conditions and provisions of the Plan Document and the Trust Agreement and any changes, additions, amendments or modifications, which are made by the Trustees of the OPEIU Local 8 Supplemental Retirement 401(k) Plan. Should the plan experience changes which alter the Employer's responsibility, the parties agree to meet and bargain over the impact of those changes.~~

~~The Employer agrees to recognize pre-tax wage deferral elections made by employees covered under this Agreement to the Office and Professional Employees Retirement Trust, a 401(k) plan and to transmit the amounts withheld from such employees' wages on a pre-tax basis as soon as the funds can be transmitted and not later than the 15<sup>th</sup> business day of the following month to the depository designated by the administrator of the Plan. Employees may elect to divert any amount up to the maximum threshold set by IRS rules governing 401(k) plans. The Employer acknowledges that if its pre-tax wage deferrals are determined to be delinquent, it is responsible under Department of Labor guidance for interest on the amounts paid untimely. The Employer agrees to provide employee information as may be needed by the administrator of the Office and Professional Employees Retirement Plan including information that may be needed to complete any required IRS discrimination tests.~~ Union withdraws proposal 2/29

## 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 Day

(2) Two Floating Holidays. Only eligible employees may take floating holidays. 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 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 shall notify the employee's immediate supervisor or designee prior to the start of their workday. 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.
- (d) 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 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.

- (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](http://www.tacomahousing.org).
- (e) In the event that an employee applies for a position that results in upward mobility and his/her performance is unsatisfactory and he/she is unable to meet the essential tasks of the position, the employee has no right to bump back to his/her old 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 he hires, and it shall notify the Union within 72 hours of hire of a new employee, Saturday, Sunday and holidays excepted.

## **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 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.

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. ~~If an employee is still not satisfied with their performance evaluation they can proceed to the grievance procedure.~~ 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.

~~Unless otherwise agreed upon, all evaluations will be completed within thirty (30) days of the employee's anniversary date. If the Authority fails to conduct a timely performance evaluation the impacted employee will automatically receive a 1.5% merit increase. Upon completion of annual evaluation, employees may be considered for merit increases based on their performance level, except that nothing in this sentence obligates the Employer to grant a merit increase and provided further, nothing in this paragraph directs any consequence for missing the annual 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 ~~suspensions and discharges~~ disciplinary actions shall be stated in writing and the reason stated: For suspensions and discharges, and a copy will be given to the employee within five (5) working days of the date of said suspension 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. TA 2/23/16
- (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.

#### **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, ~~or other employees.~~ apply to Regular full time and Regular part time bargaining unit employees and do not apply to other categories. TA 1/27/16

#### **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. 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.

## **SECTION 15.3 Severance Benefits**

~~In the event of a layoff, severance benefits will consist of severance pay and extended medical benefits. Employees will receive four (4) weeks of severance pay plus an additional week of severance pay for each year of service up to a maximum of 12 weeks. The employer will also pay for three months of COBRA benefits following the date on which their medical coverage would otherwise have terminated because of the termination of their employment with Tacoma Housing Authority.~~ TA- 4/5/16 Union agrees to withdraw their proposal

## **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, marital status, familial status, disability, ancestry, sexual orientation, gender identity 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 ~~receipt of a signed statement from the employee or~~ notification from a duly authorized union representative stating the matter is no longer at issue. TA 1/27/16

## **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**

### **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**

### **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

CONTRACT TERM AND TERMINATION

This Agreement shall become effective ~~July 1, 2012~~ **July 1, 2016** and shall remain in effect until ~~June 30, 2015~~ **June 30, 2018**.

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

Executive Director

Date: \_\_\_\_\_

\_\_\_\_\_  
~~Allan Jacobson~~ Valarie Peaphon

Business Representative

Date: \_\_\_\_\_

**SCHEDULE A**

<u>Pay Grade</u>	<u>Job Titles</u>	<u>July 1, 2012 Pay Grades</u>	<u>July 1, 2013 Pay Grades</u>	<u>July 1, 2014 Pay Grades</u>
J	Senior Accountant	49,333—69,066	49,333—69,066	TBD
I	No positions	46,540—65,157	46,540—65,157	TBD
H	Procurement Specialist	43,906—61,468	43,906—61,468	TBD
G	Inspector	41,421—57,989	41,421—57,989	TBD
F	L & O Specialist	39,076—54,707	39,076—54,707	TBD
	Accounting Specialist			
	Case Worker			
E	Senior Office Assistant	36,864—51,610	36,864—51,610	TBD
D	Property Management Assistant	34,778—48,869	34,778—48,869	TBD
C	Office Assistant	32,809—45,933	32,809—45,933	TBD
B	No Positions	30,952—43,333	30,952—43,333	TBD
A	Receptionist	29,200—40,880	29,200—40,880	TBD

<u>Pay Grade</u>	<u>Job Titles</u>	<u>Effective July 4, 2016</u>	
J	Senior Accountant	<u>52,293</u>	<u>73,210</u>
I	No positions	<u>49,333</u>	<u>69,066</u>
H	Procurement Specialist	<u>46,540</u>	<u>65,157</u>
G	Inspector	<u>43,906</u>	<u>61,468</u>
F	<u>Property Specialist</u>	<u>41,421</u>	<u>57,989</u>
	<u>L &amp; O Specialist Housing Specialist</u>		
	Accounting Specialist		

	Case Worker		
E	Senior Office Assistant	<u>39,076</u>	<u>54,707</u>
D	Property Management Assistant	<u>36,864</u>	<u>51,610</u>
C	Office Assistant	<u>34,778</u>	<u>46,689</u>
B	No Positions	<u>32,809</u>	<u>45,933</u>
A	Receptionist	<u>30,952</u>	<u>43,333</u>

**1. 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.**

- (a) **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:**
- (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, 2016 and June 30, 2016 will receive a general wage increase of 1.5%.**
- (e) **Employees hired or promoted on or after July 1, 2016 will not be eligible for a salary increase in 2016.**
- (f) **THA temporary employees are not eligible for this increase.**
- (g) **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.**

**2. 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.

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~~1. 2012 Wage Adjustments and Increases~~

~~A. 2012 Salary Compression Adjustment\*~~

~~2012 Salary Compression Adjustment~~

<del>If hired or promoted to current position between:</del>	<del>The employee will be placed, at a minimum at:</del>
<del>Jan 1, 2011 to Mar 31, 2012 — Up to — 18 mths</del>	<del>Level 1** of the July 2012 Pay Grade***</del>
<del>July 1, 2009 to Dec 31, 2010 — Over — 18 mths to — 3 yrs</del>	<del>Level 2** of the July 2012 Pay Grade***</del>
<del>July 1, 2005 to June 30, 2009 — Over — 3 yrs to — 7 yrs</del>	<del>Level 3** of the July 2012 Pay Grade***</del>
<del>July 1, 2002 to June 30, 2005 — Over — 7 yrs to — 10 yrs</del>	<del>Level 4** of the July 2012 Pay Grade***</del>
<del>On or before June 30, 2002 — Over — 10 yrs</del>	<del>Level 5** of the July 2012 Pay Grade***</del>

~~\* Salary Compression Adjustment: The employee's wage adjustment based on time in current position that reduces salary compression due to July 2012 Pay Grades~~

~~\*\*Levels: The July 2012 Salary Pay Grades have 15 levels — see Appendix B~~

~~\*\*\* Pay Grade: the new July 2012 salary ranges are based on Pay Grades~~

~~B. Wage Increase and/or Salary Compression Adjustment within July 2012 Pay Grades~~

~~Upon ratification and on the first full pay period in September, all then current bargaining unit employees hired before March 31, 2012 will be eligible for a wage increase and/or salary compression adjustment retroactive to the first full pay period in July 2012 based on the following factors:~~

~~(a) An employee whose current salary is at or above the employee's level within their position's pay grade (based on the Salary Compression Adjustment chart above) will receive a general wage increase of three percent (3.0%).~~

~~(b) An employee whose current salary will be below the employee's level within their position's pay grade (based on the Salary Compression Adjustment chart above), will receive the greater of~~

~~1) an increase to the employee's level in the 2012 pay grade based on the Salary Compression Adjustment or~~

~~2) up to a ten percent (10%) wage increase, provided that the minimum wage increase for such an employee will be not less than three percent (3.0%).~~

~~(c) An employee whose current salary, with the addition of the pay increase, would reach or exceed the top of their position's pay grade will receive~~

~~1) a wage increase, if any, to the top of the applicable pay grade and~~

~~2) a lump sum equal to three percent (3.0%) less the percentage amount of the wage increase to take the employee to the top of the pay grade for that employee's position.~~

~~(d) An employee, whose salary is within their position's pay grade, and who was hired between April 1, 2012 to June 30, 2012, will receive the greater of~~

~~1) an increase to the employee's level in the 2012 pay grade based on the \_\_\_\_\_ Salary Compression Adjustment or~~

~~2) a general wage increase of 1.5%.~~

~~(e) Employees hired on or after July 1, 2012 will not be eligible for a salary increase in 2012.~~

~~(f) Each bargaining unit employee who was on the payroll on both December 31, 2011 and the date of ratification will receive a lump sum payment equal to three percent (3%) of the employee's wage rate as of January 1, 2012 times 1040. Standard and required taxes and withholdings will be deducted from such payment. Such payment was specifically negotiated by the parties in lieu of a greater wage increase starting from the expiration of the prior collective bargaining agreement.~~

#### ~~C. Jan 1, 2013 Six Month Performance Based Pay Pool~~

~~In addition to the above salary increase, Employer will create a target six (6) month Performance Based Pay Pool. Bargaining unit employees who are employed in a regular classification at the time of any distribution will be eligible for performance based pay beginning January 1, 2013. Employer reserves the right to distribute this pool in the forms determined by the new Performance Based Pay Plan that will be designed in partnership with OPEIU.~~

~~Pre-established business and operational factors will determine the size of the pool, up to a maximum of \$22,800. 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 or based on the percentage of established business and operational factors met.~~

#### ~~2. 2013 Wage Increase~~

##### ~~A. Wage Increase and/or Salary Compression Adjustment within July 2012 Pay Grades~~

~~Employer reserves the right to decrease the percentage of the 2013 wage increase should Employer incur a significant revenue shortfall as a result of state or federal budget reductions. Should Employer deem, in its sole discretion, that a shortfall has occurred and upon 30 days prior written notice, Employer may reopen this Agreement effective June 1, 2013 for the purpose of negotiating a salary adjustment for July 2013.~~

~~Effective on the first full pay period in July, all then current bargaining unit employees hired before March 31, 2013 will be eligible for a wage increase and/or salary compression adjustment based on the following factors:~~

~~(a) An employee whose current salary is within their position's pay grade will receive a general wage increase of up to three percent (3.0%).~~

- (b) ~~An employee who received a maximum 10% increase in 2012 will receive the greater of~~
- ~~1) an increase to the employee's 2012 level in the 2012 pay grade based on the 2012 Salary Compression Adjustment or~~
  - ~~2) a general wage increase of up to three percent (3.0%).~~
- (c) ~~An employee whose current salary, with the addition of the pay increase, would reach or exceed the top of their position's pay grade will receive~~
- ~~1) a wage increase, if any, to the top of the applicable pay grade and~~
  - ~~2) a lump sum equal to three percent (3.0%) less the percentage amount of the wage increase to take the employee to the top of the pay grade for that employee's position.~~
- (d) ~~An employee, whose salary is within their position's pay grade, and who was hired between April 1, 2013 to June 30, 2013, will receive a general wage increase of 1.5%.~~
- (e) ~~Employees hired on or after July 1, 2013 will not be eligible for a salary increase in 2013.~~

**B. ~~July 1, 2013 One-Year Performance Based Pay Pool~~**

~~In addition to the above salary increase, Employer will create a target twelve (12) month Performance Based Pay Pool. Bargaining unit employees who are employed in a regular classification at the time of any distribution will be eligible for performance based pay beginning July 1, 2013. Employer reserves the right to distribute this pool in the forms determined by the new Performance Based Pay Plan that will be designed in partnership with OPEIU.~~

~~Pre-established business and operational factors will determine the size of the pool, up to a maximum of \$45,600. 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 or based on the percentage of established business and operational factors met.~~

**3. ~~2014 Wage Increase~~**

~~Upon 60 days prior written notice, either party may reopen this Agreement effective July 1, 2014 for the purpose of negotiating a salary adjustment for the period July 1, 2014 through June 30, 2015.~~

**~~NEW COMPENSATION STRUCTURE AND  
PERFORMANCE BASED~~**

**~~The parties agree to confer during 2012 over the terms of a plan potentially based on information from the performance reviews.~~**

**LETTER OF UNDERSTANDING  
ADDITIONAL PROPERTIES**

The parties agree to continue in full force and effect the THA-PCWBCTC-OPEIU Agreement dated December 2006 pertaining to additional properties.

**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.**

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**APPENDIX A**

	Newly Hired Probationary Employees*	Regular employees <del>40 hrs.</del> Full-time	Temporary Employees
Holiday	<ul style="list-style-type: none"> <li>• Eligible for Company-paid</li> <li>• Not Eligible for Floating</li> </ul>	Eligible	Not Eligible
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: 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.

**\*\*\*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. TA 1/27/16**

**APPENDIX B  
OPEIU Pay Grades**

	Position-Title	Min 1	2	3	4	5	6	7	8	9	10	11	12	13	14	Max 15
J	RANGE	49,333	50,743	52,152	53,562	54,971	56,381	57,790	59,200	60,609	62,019	63,428	64,838	66,247	67,657	69,066
J	Sr. Accountant	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
I	RANGE	46,540	47,870	49,200	50,529	51,859	53,189	54,519	55,848	57,178	58,508	59,838	61,168	62,497	63,827	65,157
I	No Positions	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
H	RANGE	43,906	45,160	46,415	47,669	48,924	50,178	51,433	52,687	53,941	55,196	56,450	57,705	58,959	60,214	61,468
H	Procurement Spec	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
G	RANGE	41,421	42,604	43,788	44,971	46,155	47,338	48,522	49,705	50,888	52,072	53,255	54,439	55,622	56,806	57,989
G	Inspector	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
F	RANGE	39,076	40,193	41,309	42,426	43,542	44,659	45,775	46,892	48,008	49,125	50,241	51,358	52,474	53,591	54,707
F	Accounting Spec.	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
F	Case Worker	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
F	L&O Specialist	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
E	RANGE	36,864	37,917	38,971	40,024	41,077	42,130	43,184	44,237	45,290	46,344	47,397	48,450	49,503	50,557	51,610
E	Sr. Office Assistant-NEW TITLE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
D	RANGE	34,778	35,772	36,765	37,759	38,753	39,746	40,740	41,734	42,727	43,721	44,714	45,708	46,702	47,695	48,689
D	Property Management Assistant-NEW TITLE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
C	RANGE	32,809	33,746	34,684	35,621	36,559	37,496	38,434	39,371	40,308	41,246	42,183	43,121	44,058	44,996	45,933
C	Office Assistant-NEW TITLE	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
B	RANGE	30,952	31,836	32,721	33,605	34,489	35,374	36,258	37,142	38,027	38,911	39,796	40,680	41,564	42,449	43,333
B	No positions	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
A	RANGE	29,200	30,034	30,869	31,703	32,537	33,371	34,206	35,040	35,874	36,709	37,543	38,377	39,211	40,046	40,880
A	Receptionist	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-