



# TACOMA HOUSING AUTHORITY

## RESOLUTION 2014-10-22 (2)

DATE: October 22, 2014  
TO: Board of Commissioners  
FROM: Michael Mirra, Executive Director  
RE: Approval of Collective Bargaining Agreement with Pierce County, Washington Building and Trades Council

---

### **Background**

On October 2, 2014, THA's maintenance staff who constitute the bargaining unit represented by the Pierce County, Washington Building and Trades Council voted to ratify the new collective bargaining agreement (CBA) that representatives of the Council, Laborers, and THA negotiated. This is a 3-year contract that expires on May 31, 2017. I now present a resolution to the Board that would authorize me to sign the Agreement on THA's behalf. I recommend that the Board do so.

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 eliminated paying overtime for over 8 hours in one day from the contract. Now all THA hourly employees will be paid overtime only when they work more than 40 hours in one pay week.
- b. The CBA allows for an expansion of regular work schedules. The previous contract called for "normal shift hours" between the hours of 6:00 am and 7:00 pm. The new contract removes that restriction and allows more flexibility in setting schedules.
- c. This CBA will see the introduction of Variable Pay for Trades Council employees in 2015. We will partner with employees and the union to create a Variable Pay program that rewards top performance. This will be in place by 2015.
- d. We agreed to increase the pay for nighttime on-call "triage" duties. Employees are now compensated for (a) up to 30 minutes per day of work time that is not call out time (e.g. "triage time" talking on the phone with a client or others to resolve the problem) and (b) the inconvenience of being on-call.

- e. Like our OPEIU and non-represented staff, the maintenance crew will receive up to a 3% salary increase retroactive to July. The variable pay pool will equal 1% of the overall annual maintenance salaries. In upcoming years, the across-the-board increase is lowered and the variable pay pool increases. Plus the salary increases and variable pay pools in subsequent years all have the caveat that if THA should incur a significant revenue shortfall as a result of state or federal budget reductions, the increase percentage and variable pay pools may need to be re-negotiated in an opener (that language is not included below).

**1. 2014 Salary Increase**

In the first full pay period in July of 2014, current bargaining unit employees will be eligible for a wage increase based on the following factors:

- a. All regular employees not covered by (b) or (c) will receive a 3% pay increase.
- b. An employee, who was hired three months prior to the month the pay increases are effective in 2014, will receive a general wage increase of 1.5%.
- c. Employees hired on or after the month the pay increases are effective in 2014 will not be eligible for a salary increase in 2014.

**2. Jan 1, 2015 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. Pre-established business and operational factors will determine the size of the pool, up to a maximum of 1% of Maintenance payroll.

**3. 2015 Wage Increase**

In the first full pay period in July 2015, current bargaining unit employees will be eligible for a wage increase based on the following factors:

- a. All regular employees not covered by (b) or (c) will receive a 2.5% pay increase.
- b. An employee, who was hired between April 1, 2015 and June 30, 2015, will receive a general wage increase of 1.25%.
- c. Employees hired on or after July 1, 2015 will not be eligible for a salary increase in 2015.

**4. January 2016 One-Year Performance Based Pay Pool**

Pre-established business and operational factors will determine the size of the pool, up to a maximum of 1.5% of Maintenance payroll.

**5. 2016 Wage Increase**

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

- a. All regular employees not covered by (b) or (c) will receive a 2% pay increase.
- b. An employee, who was hired between April 1, 2016 and June 30, 2016, will receive a general wage increase of 1%.
- c. Employees hired on or after July 1, 2016 will not be eligible for a salary increase in 2016.

**6. January 2017 Six-Month Performance Based Pay Pool**

Pre-established business and operational factors will determine the size of the pool, up to a maximum of 2% of Maintenance payroll. 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.

- f. Finally, effective next month, maintenance personnel will begin contributing monthly to the cost of their healthcare premiums.

**Recommendation**

Approve Resolution 2014-10-22(2) authorizing me to sign the new Pierce County, Washington Building and Trades Council collective bargaining agreement.

I am also pleased to report that the effort to bargain this agreement was constructive, respectful and collaborative. It leaves THA and the Trades Council with a productive relationship.



# TACOMA HOUSING AUTHORITY

## RESOLUTION 2014-10-22(2)

### APPROVAL OF COLLECTIVE BARGAINING AGREEMENT WITH PIERCE COUNTY, WASHINGTON BUILDING AND TRADES COUNCIL

**Whereas,** The collective bargaining agreement between the Tacoma Housing Authority (THA) and the Pierce County, Washington Building and Trades Council (Trades Council) expired on May 31, 2014;

**Whereas,** THA and the Trades Council have reached a tentative agreement on a new collective bargaining agreement, a copy of which is attached to this resolution;

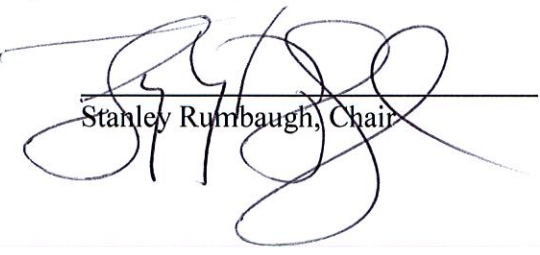
**Whereas,** on October 2, 2014, the THA staff in the Trades Council bargaining unit have voted to ratify the tentative contract; and,

**Whereas,** the Board of Commissioners finds that the collective bargaining agreement is fair and reasonable and that it would serve THA's interests;

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

The Board authorizes the Executive Director to execute the collective bargaining agreement with the Pierce County, Washington Building and Trades Council.

**Approved:** October 22, 2014

  
Stanley Rumbaugh, Chair

AGREEMENT

BETWEEN

HOUSING AUTHORITY OF THE CITY OF TACOMA

AND

PIERCE COUNTY, WASHINGTON BUILDING AND  
CONSTRUCTION TRADES COUNCIL

June 1, 2014 – May 31, 2017

## TABLE OF CONTENTS

AGREEMENT.....	1
ARTICLE 1 DEFINITIONS AND CONSTRUCTION .....	1
ARTICLE 2 SCOPE OF AGREEMENT .....	2
SECTION 2.1 Union Recognition .....	2
SECTION 2.2 Coverage.....	2
SECTION 2.3 Management Rights.....	3
ARTICLE 3 UNION BUSINESS.....	3
SECTION 3.1 Union Security and Membership .....	3
SECTION 3.2 Union Representatives and Activity.....	3
ARTICLE 4 WORK SCHEDULE.....	4
SECTION 4.1 Workweek - Workday .....	4
SECTION 4.2 Lunch and Break Periods .....	4
SECTION 4.3 Overtime.....	4
SECTION 4.4 Call Out Time .....	5
SECTION 4.5 Minimum Reporting Pay .....	5
SECTION 4.6 Inclement Weather .....	5
SECTION 4.7 On-Call.....	5
SECTION 4.8 Personal Vehicle Use .....	6
SECTION 4.9 Clothing Change.....	6
ARTICLE 5 MAINTENANCE OF BENEFITS AND COLLABORATIVE EFFORTS .....	7
ARTICLE 6 COMPENSATION .....	7
SECTION 6.1 Base Rates of Pay.....	7
SECTION 6.2 Pay Periods.....	7
SECTION 6.3 Temporary .....	7
ARTICLE 7 INSURANCE, RETIREMENT AND DEFERRED COMPENSATION.....	7
SECTION 7.1 Laborer's Trust Eligibility.....	7
SECTION 7.2 Cost Sharing.....	7
SECTION 7.3 Retiree Disclaimer .....	8
SECTION 7.4 "Special Flat Rate" Agreement .....	8
SECTION 7.5 Trust Agreement.....	8
SECTION 7.6 Dental Insurance.....	8
SECTION 7.7 Retirement and Pension Program.....	8
SECTION 7.8 Deferred Compensation Program.....	8
SECTION 7.9 Health Care and Dependent Care Flexible Spending Accounts.....	8
SECTION 7.10 Disability Insurance.....	9
SECTION 7.11 Employee Assistance Program .....	9
ARTICLE 8 HOLIDAYS, VACATION AND LEAVE .....	9
SECTION 8.1 Holidays.....	9
SECTION 8.2 Vacations .....	10
SECTION 8.3 Sick Leave .....	11
SECTION 8.4 Death in Employee's Family.....	12
SECTION 8.5 Jury and Witness Duty.....	12
SECTION 8.6 Military Duty .....	12

SECTION 8.7	Leave of Absence Without Pay.....	12
ARTICLE 9	EDUCATION/TRAINING .....	13
SECTION 9.1	Education and Training Programs .....	13
SECTION 9.2	Orientation Sessions .....	13
ARTICLE 10	DEFINITION OF SENIORITY .....	13
SECTION 10.1	Definition of Seniority .....	13
SECTION 10.2	Accrual of Seniority.....	13
SECTION 10.3	Loss of Seniority .....	13
SECTION 10.4	Seniority for Vacation and Overtime.....	13
ARTICLE 11	JOB VACANCIES.....	14
SECTION 11.1	Vacancy Posting.....	14
SECTION 11.2	Notification of Union .....	14
SECTION 11.3	Temporary Employment.....	14
SECTION 11.4	Emergency Short-Term Employment Program .....	15
ARTICLE 12	PERFORMANCE EVALUATIONS.....	15
SECTION 12.1	When Performed .....	15
SECTION 12.2	Procedure .....	15
ARTICLE 13	DISCIPLINE AND TERMINATION OF EMPLOYMENT.....	16
SECTION 13.1	Discipline and Discharge of Regular Employees .....	16
SECTION 13.2	Discipline and Discharge of Other Employees.....	16
SECTION 13.3	Resignation.....	16
ARTICLE 14	LAYOFFS.....	17
SECTION 14.1	Reduction in Force .....	17
SECTION 14.2	Recall .....	17
ARTICLE 15	SERVICE FILES .....	17
ARTICLE 16	AFFIRMATIVE ACTION AND DISCRIMINATION.....	18
ARTICLE 17	DISPUTE RESOLUTION .....	18
SECTION 17.1	Informal Settlement of Complaints.....	18
SECTION 17.2	Grievance Settlement Procedure.....	18
SECTION 17.3	Steps.....	18
SECTION 17.4	Binding Arbitration.....	19
SECTION 17.5	Arbitrator Authority .....	20
SECTION 17.6	Untimely Action.....	20
SECTION 17.7	Grievance Termination .....	20
ARTICLE 18	UNION-MANAGEMENT COMMITTEE.....	20
SECTION 18.1	Purpose.....	20
SECTION 18.2	Meetings .....	20
SECTION 18.3	Scope.....	20
ARTICLE 19	STRIKES, WORK STOPPAGES AND LOCKOUTS.....	21
ARTICLE 20	SAFETY.....	21

ARTICLE 21 EFFECTS OF OTHER LAWS .....21

ARTICLE 22 CONTRACT TERM AND TERMINATION.....22

SCHEDULE A.....23

LETTER OF UNDERSTANDING ADDITIONAL RE ATTENDANCE POLICY .....26

LETTER OF UNDERSTANDING RE SECTION 4.1(a).....27

LETTER OF UNDERSTANDING RE RESERVE SUBJECTS.....28

LETTER OF UNDERSTANDING RE ADDITIONAL PROPERTIES.....29

LETTER OF UNDERSTANDING.....30

APPENDIX A.....

APPENDIX B.....

## AGREEMENT

THIS AGREEMENT is made and entered into at Tacoma, Washington, this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between THE HOUSING AUTHORITY OF THE CITY OF TACOMA, its successors and assigns, hereinafter referred to as the Employer, and the PIERCE COUNTY, WASHINGTON BUILDING AND CONSTRUCTION TRADES COUNCIL, 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 and probationary employee covered by this agreement, 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 or her position, **who has received a minimum of 2.8 probationary evaluation rating and who is regularly scheduled to work 40 hours per week.**
- 1.3 "Regular part-time employee" means any employee who has successfully completed the probationary period in his or her position and who has an established work schedule of less than 40 hours per week.
- 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 or different position.

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.

- 1.5 "Temporary employee" means any employee hired for a limited period of time, not to exceed 120 days, or mutually agreed upon extension.

**1.6 "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 entitlement 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 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. Inactive status does not confer any entitlement or preference for future employment**

**(c) Nothing in this section shall require THA to place any employee on inactive status. Rather, THA shall have the sole discretion to place an employee on inactive status.**

- 1.7 “Dependent” when used in connection with THA provided insurance benefits (not including any multi-employer Taft-Hartley Trusts) means (1) the lawful spouse of an employee, (2) any natural or adopted child or stepchild who is primarily dependent on the employee or (3) any minor for whom the employee has legal custody and who is primarily dependent on the employee or (4) a child of the domestic partner that qualifies under the THA Policy HR-20.10: Domestic Partner Benefits. As used in any multi-employer Taft-Hartley Trust, including the Laborers Trust referenced in Section 7.2, “dependent” shall have the same meaning as in the applicable Trust documents.
- 1.8 “Continuous employment” means continuous employment from the most recent date of hire or rehire.
- 1.9 “Anniversary date of service” means the same date each year as the date on which the employee first began work.

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 Employer 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 title and rate of pay for the job in question, the dispute shall be resolved by the arbitration procedure in this Agreement.

### **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 Employer, 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 Employer.

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.

## **ARTICLE 3 UNION BUSINESS**

### **SECTION 3.1 Union Security and Membership**

- (a) Union membership. Subject to RCW 41.56.122, all employees who are covered by this agreement shall become members of the Union within 30 days of the date of hire or rehire and maintain membership in good standing during the term of this Agreement. The Employer shall suspend an employee without pay within 3 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. Nothing in this agreement shall abrogate the right of non-association of an employee based on bona fide religious tenets of a religious body of which said employee is a member.
- (b) Indemnification. The Union shall indemnify, defend and hold the Employer harmless against any and all claims, suits, orders, or judgments that arise out of or by reason of the Employer's compliance with this Section.

### **SECTION 3.2 Union Representatives and Activity**

The Union shall advise the Employer in writing of the names of all Business Representatives, agents, and Union representatives authorized to represent the Union in dealings with the Employer. 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 Employer's premises, at reasonable times and upon reasonable prior notice to the Executive 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 Executive Director and the Business Representative, shall not involve the Employer's employees during their hours of work, and union meetings shall not be conducted on the Employer's premises unless mutually agreed upon between the Union and the Employer.

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 designee for approval before being posted, which approval shall not be unreasonably withheld.

## ARTICLE 4 WORK SCHEDULE

### SECTION 4.1            Workweek - Workday

- (a) The **standard** workweek of a regular full-time employee shall be **forty (40)** hours to be scheduled by an appropriate Supervisor or Department Director on five consecutive 8-hour workdays **Monday through Saturday. A recurring non-standard workweek, 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.**
- (b) **An occasional non-standard workweek 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. Such a non-standard flexible workweek may adjust hours 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 an occasional non-standard workweek. An occasional non-standard workweek must be mutually agreed upon by THA and the employee.**

### SECTION 4.2            Lunch and Break Periods

Each 8-hour 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 15 minute paid break in the afternoon. One additional paid break period of 15 minutes may be taken during each three-hour overtime period. The Employer may schedule lunch and break periods to accommodate its business needs. The Employer will provide bargaining unit employees with an additional ½ hour paid lunch (at straight time) on payday.

### SECTION 4.3            Overtime

The Employer may require overtime work according to its business needs. Any hours required or pre-authorized by the Employer 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. Any hours required by the Employer to be worked on a Sunday shall be compensated at a premium rate twice the employee's hourly base rate. No overtime will be worked unless it has been specifically approved in advance by the employee's supervisor. For the purposes of this section, "hours worked" includes **hours** worked only.

**SECTION 4.4 Call Out Time**

When an employee is called out to work other than during normal work hours, a “Call Out Time” minimum of two (2) hours of the applicable rate of pay shall be paid.

**SECTION 4.5 Minimum Reporting Pay**

An employee, who reports to work during normal working hours, whether or not on overtime status, shall be entitled upon reporting to a minimum of four (4) hours pay, whether or not actually worked.

**SECTION 4.6 Inclement Weather**

An employee is expected to report to work regardless of weather conditions if the employee can possibly do so. 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 Employer; inclement weather tardiness in excess of that allowed by the Employer shall be charged as provided above.

**SECTION 4.7 On-Call**

- a. On call duties will be scheduled according to the following procedure:
  - i. On-Call is a responsibility of all maintenance employees, all regular, full-time employees are expected to participate. Employees may apply for reasonable accommodation related to their On-Call responsibilities.
  - ii. Annually all regular, full time employees will choose one week periods to perform On-Call duties. An employee will sign up for on-call status no more than once every three (3) weeks. Without the express written permission of the Portfolio Manager or his/her designee, no employee may be on-call more than one week in each three week period.

The selection of weeks shall be in a “round robin” format. The most senior employee will choose one week, the next senior employee will choose one week and so on until the entire roster of eligible employees have chosen a week. The process will continue for the remaining weeks until eligible employees have an equal number of On-Call weeks.
  - iii. For all one week periods not scheduled by sign-up, the Authority will solicit volunteers to sign-up for the remaining weeks of On-Call duties.
  - iv. For all one week periods not scheduled by volunteer sign-up, the Authority will assign the work by rotating through the roster of employees in reverse seniority.
- b. An employee who is on-call will be given the On-Call phone and must be (1) accessible by telephone; (2) available to return to the worksite within a designated response time; and (3) in a physical condition that allows him/her to perform duty assignments.
- c. If the employee is scheduled for an on-call week but for unforeseen circumstances, will not be able to take the on-call assignment for all or part of that week, the duty may only be traded or

reassigned with the prior approval of the Portfolio Manager or his/her designee. If incapacitated or unavailable, it must be noted on the employee's timecard and on-call pay shall be forfeited for that time period.

- d. An employee who is assigned to on-call duty and cannot be reached or does not report within two hours of being contacted may face disciplinary action and shall not receive on-call pay for that day. An employee who has a record of excessive unavailability while on on-call duty may face disciplinary action.
- e. Pay for work performed shall be at the overtime rate of one and one-half (1 1/2) times the straight time hourly rate of pay of the responding employee. In computing time, the nearest one-quarter (1/4) hour shall be used. In accordance with Section 4.5 of the current agreement, a call-out time minimum of two hours of the applicable rate of pay shall be paid.
- f. The On-Call employee may request THA security to the location of the pick-up and drop-off of the maintenance vehicle, provided THA security is on duty. Compensation is paid from the time the individual arrives at their designated vehicle until he or she returns the vehicle to its designated site. On-call time will not be considered "hours worked" for any purpose. The parties agree that the requirements in this policy allow employees to use the on-call time for substantially their own purposes, except when called and receiving pay under this policy.
- h. All work performed on holidays will be paid at the rate of two times the employee's straight time rate of pay plus their regular pay for the holiday.
- i. Employees assigned to on-call duties shall be compensated for (a) up to 30 minutes per day of "work time" that is not "call out" time (e.g. "triage time" talking on the phone with a client or others to resolve the problem) and (b) the inconvenience of being on-call at a rate of \$220.00 per week broken down to the following schedule:
  - i. Monday through Friday \$30.00 per diem
  - ii. Saturday through Sunday \$35.00 per diem

"Time worked" as "triage time" after the 30 minutes will be paid in 15-minute increments at the employee's applicable rate.
- j. The employee will be assigned a Housing Authority vehicle to use during the on-call period, subject to Housing Authority policy.
- k. Nothing in this language shall be interpreted to limit the Authority's rights as set forth in Section 2.3 Management Rights and Section 13.1 Discipline and Discharge of Regular Employees including the right to suspend employees from on-call duty as appropriate disciplinary or corrective action.

#### **SECTION 4.8 Personal Vehicle Use**

Employees will not use their personal vehicles as a replacement or substitution for THA vehicles for the daily requirements of their maintenance duties.

#### **SECTION 4.9 Clothing Change**

When an employee's clothing becomes soaked by sewage, waste water, water or oil, the employee shall be given the opportunity, on the Employer's time and with prior authorization, to clean up and

change clothing. The Employer will provide washing and changing facilities at designated locations. When circumstances require the employee to leave the worksite, he/she shall be compensated for the time required to clean up, not to exceed one (1) hour, at the normal straight time rate.

## **ARTICLE 5 MAINTENANCE OF BENEFITS AND COLLABORATIVE EFFORTS**

All benefits now being extended to the employee shall remain in force and shall not be rescinded during the life of this Agreement provided that any benefit changes to the Laborers Trust will apply to employees covered by the Agreement who are enrolled in that plan. However, the parties agree that if there is any substantial adverse change in the costs of benefits or Employer's financial position, the Employer 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 6 COMPENSATION**

### **SECTION 6.1           Base Rates of Pay**

Employees shall be paid not less than the minimum for his or her title as set forth in Schedule A.

### **SECTION 6.2           Pay Periods**

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

### **SECTION 6.3           Temporary**

A temporary employee shall be compensated for each hour worked at no less than the minimum starting salary for the position as set forth in Schedule A.

## **ARTICLE 7 INSURANCE, RETIREMENT AND DEFERRED COMPENSATION**

### **SECTION 7.1           Laborer's Trust Eligibility**

The Employer shall contribute the full monthly premium to the Northwest Laborers – Employers Health and Security Trust Fund (the "Laborers Trust") on behalf of each **bargaining unit employee** who has at least eighty (80) compensated hours in the prior calendar month, provided, however, that no contribution will be due or owing on behalf of (a) any temporary employee on whose behalf fringe benefits are provided as specified in the appropriate local union trust agreement as provided in Section 11.3; (b) any temporary employee who performs less than eighty (80) hours of service for the Employer; and (c) persons performing emergency short-term services under Section 11.4 who the parties agree are not performing bargaining unit work and on that basis are not provided benefits under this section 7.1.

### **SECTION 7.2           Cost Sharing**

**THA believes that the agency and all employees share an interest in controlling health care costs. THA believes that such interests are best served if both the agency and employees have a financial stake in the cost of health insurance. Therefore, THA has reduced the wage scale and each employee's wage rate that would otherwise be provided by \$.18/hour to reflect employee**

sharing in the cost of health insurance for 2014 at 5% of the total premium amount. For each year of this agreement, THA will reduce the applicable percentage wage increase provided in Appendix A for that year in an hourly equivalent amount calculated as follows to share in the premium increase: THA will pay the first five percent (5%) premium increase, THA and the employee will split equally the next 10% premium increase and the employee will be responsible for all amounts over the premium increase. For example, if the premium was \$1,000 and the increase was 10%, the employee would be responsible for an additional \$25 per month (25% of the \$100). That amount would then be converted to an hourly rate ( $25 \times 12 / 2080 = \$1.14$ ) and the wage increase in that year provided in Appendix A would be reduced by that amount. This calculation will be made for each year of this Agreement, based on the date of the premium increase from the Trust.

### **SECTION 7.3 Retiree Disclaimer**

The Employer does not agree to provide, and shall not be required to provide, any health and welfare benefit for any retiree of the Employer.

### **SECTION 7.4 "Special Flat Rate" Agreement**

The parties intend that Sections 7.1 through 7.3 of this Agreement to be the "Special Flat Rate" Agreement with the Laborers Trust Fund. The parties agree that the Employer is contributing to the Laborers Trust fund on a flat rate basis as an "Individual Employer" and is not contributing on an "Active Hour Bank" basis.

### **SECTION 7.5 Trust Agreement**

The parties acknowledge that the plan established by the Northwest Laborers-Employers Health and Security Trust is controlled and administered by a joint Board of Trustees. The Employer agrees to be bound by the Trust Agreement for the Northwest Laborers-Employers Health and Security Trust Fund, as may be amended from time to time, which is incorporated herein by reference.

### **SECTION 7.6 Dental Insurance**

Subject to cost sharing as provided in Section 7.2, the Employer shall provide a dental plan as part of the Northwest Laborers-Employers Health and Security Trust Fund for all eligible employees and dependents.

### **SECTION 7.7 Retirement and Pension Program**

The retirement benefits under the State Employees Retirement System shall be provided for each eligible employee under the rules of the State Employees Retirement Board.

### **SECTION 7.8 Deferred Compensation Program**

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

### **SECTION 7.9 Health Care and Dependent Care Flexible Spending Accounts**

The Employer will offer Health Care and Dependent Care Flexible Spending Accounts for employees who choose to participate, as permitted by applicable insurance contracts and/or Trust documents.

**SECTION 7.10          Disability Insurance**

The Employer shall provide and pay for long term disability insurance policy for all eligible employees. The amount of long-term coverage shall be up to two-thirds of monthly compensation not to exceed a monthly benefit of \$ 5,000.

**SECTION 7.11          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.

**ARTICLE 8  
HOLIDAYS, VACATION AND LEAVE**

**SECTION 8.1          Holidays**

- (a) Employer observed Holidays. The Employer shall observe the following holidays:

HOLIDAY OBSERVED

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

Two (2) Floating Holidays. Only employees who have successfully passed probation may take floating holidays. Floating holidays shall be used in eight (8) hour increments only and with prior arrangement and approval of the Employer. Floating holidays do not carry over from one calendar year to the next.

And all other Holidays observed by the Employer.

- (b) Holiday Pay. An eligible full-time employee shall be compensated for each Employer holiday which occurs while the employee is on the payroll, whether or not worked by the employee, at the employee's base rate for eight hours. An eligible part-time employee shall be compensated for each such Employer holiday at the proportion of hours normally worked versus full-time hours. Any hours required by the Employer to be worked on an Employer holiday (except for employee's individually scheduled floating holiday) shall be compensated at the rate of twice the employee's hourly base rate, in addition to holiday pay.
- (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 proceeding 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 employees absence[s] are due to a bona fide medical condition supported by written medical verification presented upon return to work.

**SECTION 8.2            Vacations**

- (a) All eligible employees will accrue vacation under the following schedule, provided that **any employee** with a 2008 vacation accrual rate that is higher than the schedule below will be grandfathered at the 2008 vacation rate.

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) Paid vacation days shall not accrue during a leave of absence without pay or suspension. Where an employee is on disability leave and is using paid sick time he/she will continue to accrue leave only if it is THA paid leave. Where the employee has exhausted all sick time and other paid leave and is on an unpaid leave of absence, regardless of whether workers compensation or disability insurance may be paying benefits to the employee, he/she would not continue to accrue leave.
- (c) All vacation time must be earned/accrued. Employees in each department may make initial vacation selections by January 31 for that calendar year. The Employer 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.

**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 Employer shall pay no more than 40 days of accumulated vacation time.

- (d) Vacation time shall not be taken in units of less than one-half hour.

- (e) Subject to Section 8.2 (c), an employee who is separated from employment with the Employer shall be paid his/her accumulated 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 accumulated unused vacation time. An employee may not elect to take unpaid time off of work when leave time of any type is available to him/her.
- (f) New 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 new employee does not successfully complete probation and is terminated, he or she is not entitled to a cash-out of any vacation leave.
- (g) All vacations and leave must be approved in advance by the employee's supervisor, in writing **or by comparable electronic means (e.g. email, text, ADP).**
- (h) 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 8.3 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. 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 sick or vacation time accrued, the employee shall not be paid for time missed. An employee may not 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) Paid sick days shall not accrue during a leave of absence without pay or suspension. Where an employee is on a disability leave and is in a paid leave status, he/she will continue to accrue sick leave. Where the employee is in an unpaid leave status, for whatever reason, including during an occupational injury leave or disability insurance leave, the employee will not continue to accrue sick leave.
- (d) 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. The Employer may require a physician statement or other proof of the medical necessity for any absence for which sick leave has been used.
- (e) 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 up to a maximum of the employee's standard work shift.
- (f) The State and Federal Family Leave Acts are part of the Employer's sick leave policy and shall apply to employees covered under this Agreement.
- (g) 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 accumulation 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 accumulation 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.

#### **SECTION 8.4            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 8.5            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 eight hours per day, 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 Employer may require written documentation of the dates of duty and the compensation received.

#### **SECTION 8.6            Military Duty**

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

#### **SECTION 8.7            Leave of Absence Without Pay**

The Employer 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 9  
EDUCATION/TRAINING**

**SECTION 9.1            Education 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 employees.

**SECTION 9.2            Orientation Sessions**

The Employer shall provide a new employee orientation session. It will include introduction to shop stewards, if such a position is established per Section 3.2 Union Representatives and Activity.

**ARTICLE 10  
DEFINITION OF SENIORITY**

**SECTION 10.1          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 10.2          Accrual of Seniority**

For the purpose of continuous employment, the original date of hire shall be observed, unless broken as referred to in Section 10.3 Loss of Seniority, but seniority shall not accrue during either (a) time of separation of one year or less due to layoff (See Section 14.2 Recall) or (b) time of temporary transfer or promotion to nonbargaining unit positions (See Section 10.3 Loss of Seniority). Seniority accrual will resume when the employee resumes the bargaining unit position.

**SECTION 10.3          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 non-bargaining 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.

**SECTION 10.4          Seniority for Vacation and Overtime**

- a.     Seniority will be observed in prioritizing vacation requests submitted at the same time for the same vacation period.
- b.     Overtime shall be assigned to the employee currently assigned to the impacted worksite and then AMP or where two or more employees have substantially the same abilities and qualifications for needed overtime hours, needed overtime hours will be offered first to the more senior employee at that work site and then AMP. When employees are unable to work

overtime at their assigned AMP, overtime hours will be offered to the most senior maintenance employee available to perform the work.

## ARTICLE 11 JOB VACANCIES

### SECTION 11.1      **Vacancy Posting**

- (a) The Executive Director has the primary authority for the recruitment and screening of applicants for vacant bargaining unit positions. 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) For all **regular** positions not filled by an existing union employee pursuant to subparagraph (a), the Employer agrees to notify the Union of such an opening and **the skills or qualifications needed for the position. The Employer agrees** to consider candidates referred by the Union. **The Employer may request by name, qualified individuals to fill open positions, regardless of that individual's position on a Union hall hiring list. The union will be given up to three days to refer candidates. THA is not required to hire from the Union list.**
  
- (c) Employees who wish to apply for posted positions must apply online through the THA website at [www.tacomahousing.org](http://www.tacomahousing.org).
  
- (d) **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 bump back to his/her old position.**
  
- (e) 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 11.2      **Notification of Union**

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

### SECTION 11.3      **Temporary Employment**

The Employer may hire temporary employees for peak workloads, or replacement of employees on leave. 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 from outside sources.

All temporary employees performing bargaining unit work shall not be paid less than the minimum hourly wage as set in Schedule A and if the temporary employee is a member of a Pierce County Building Trades member union and if the temporary employee is a participant in one or more multi-employer employee benefit trust plans as a result of employment through such union membership, then THA will pay on the temporary employee's behalf, the then applicable fringe benefit contribution

amounts as specified in the appropriate local union trust agreements. No other benefits or compensation shall apply for temporary employees, except that 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.

The Tacoma Housing Authority will sign an appropriate compliance agreement with the Union[s] furnishing temporary employees to the Housing Authority to effectuate the provisions of this Section 11.3. If the employer, after consultation with the union, determines that it needs a temporary employee from a local union affiliated with the PCBCTC to work at a skill level greater than the top skill level of the Maintenance Specialist classification, then the parties will adopt an appropriate compliance agreement with the affiliated union that will, among other terms, specify the rate of pay and benefit contribution amount for that position.

#### **SECTION 11.4           Emergency Short-Term Employment Program**

Each calendar year, the Employer shall have the opportunity to utilize up to five-hundred (500) hours of emergency short term employment to accomplish sudden, unplanned and necessary tasks. All emergency short term employees shall not be paid less than the minimum hourly wage as set in Schedule A. No other benefits or compensation shall apply for emergency short-term employees. Emergency short-term employees will not be required to join the union. The parties agree that temporary short-term employees are excluded from the bargaining unit covered by this Agreement.

Emergency short term employment program hours will not accrue from one calendar year to the next.

### **ARTICLE 12 PERFORMANCE EVALUATIONS**

#### **SECTION 12.1           When Performed**

**To ensure the success and growth of our employees and our agency, performance evaluations are conducted with each employee at the end of the 120-day probationary period following the employee's date of hire or rehire and then annually based on the employee's anniversary date. In devising or modifying this system, the Employer shall consult with the Union pursuant to Article 18.**

The Employer may periodically conduct additional performance evaluations as it sees fit.

#### **SECTION 12.2           Procedure**

Performance evaluations shall be conducted by the employee's immediate supervisor or other manager as the Executive Director directs. A copy of the written evaluation form shall be reviewed with and given to the employee, who shall acknowledge receipt in writing, and who may comment in writing on the evaluation. The employee may discuss the evaluation with the Department Director, and shall have the right to have a Union representative present during any such discussion.

**ARTICLE 13**  
**DISCIPLINE AND TERMINATION OF EMPLOYMENT**

**SECTION 13.1      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 shall be stated in writing and the reason stated, and a copy given to the employee within five (5) working days of the date of said suspension. Appropriate due process shall apply.
- (b) Disciplinary actions will normally be taken in the following order:
  - 1) Oral warning, with written documentation
  - 2) Written reprimand
  - 3) Probation or suspension without pay
  - 4) Discharge
- (c) The above sequence need not be followed if an infraction is sufficiently severe to merit immediate written reprimand, probation, suspension or discharge. No regular employee shall be penalized, discharged, or suspended without just cause.
- (d) A regular employee or Union representative shall be informed as to the cause of any disciplinary meeting. The employee shall also have the right to have a shop steward or Union representative, if one is reasonably available, at all disciplinary meetings and shall be so informed when summoned to such meetings.
- (e) The Employer shall not pay any compensation other than salary for hours actually worked to any employee discharged for just cause.

**SECTION 13.2      Discipline and Discharge of Other Employees**

The provisions of Section 13.1, Discipline and Discharge of Regular Employees, do not govern the Employer's discipline or discharge of probationary or temporary employees or other employees.

**SECTION 13.3      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 Employer 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) week's pay (including holiday pay when applicable) in lieu of the two (2) weeks' notice unless such discharge is for just cause.

**ARTICLE 14  
LAYOFFS**

**SECTION 14.1           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.

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

**SECTION 14.2           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 14.1 Reduction in Force.

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 vacation leave at time of reinstatement.

**ARTICLE 15  
SERVICE FILES**

- (a) The Employer maintains personnel files for all of its employees. Upon written request to the Employer, an employee will be provided with reasonable opportunity to review or copy 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 on 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 16**  
**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 Pierce County Washington Building and Construction Trades Council 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, the Employer 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 7 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.

**ARTICLE 17**  
**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 17.1**           **Informal Settlement of Complaints**

An employee shall discuss any complaint with such employee's immediate supervisor, if applicable, 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. An employee shall have the right to Union representation upon request.

**SECTION 17.2**           **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 17.3**           **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 fifteen (15) 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 or Union 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 **HR** Director, or designee, shall immediately investigate the grievance and shall respond in writing within ten (10) working days.

**Step 3:** If the grievance is not resolved pursuant to Step 2, the Business Representative, shop steward, Union representative and/or employee and the Executive Director, or designee, shall meet within **ten (10)** working days from the date of the **HR** 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 this Step, the grievance may be submitted to binding arbitration.

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

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

#### **SECTION 17.4 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 60 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 17.5 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 17.6 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 17.7 Grievance Termination**

A grievance may be terminated at any time upon receipt of a signed statement from the employee or duly authorized Union representative stating the matter is no longer at issue.

**ARTICLE 18  
UNION-MANAGEMENT COMMITTEE**

**SECTION 18.1 Purpose**

A union-management committee is established. The committee will consist of two Employer representatives and two Union representatives, or otherwise as mutually agreed upon. One of the Union representatives shall be from the Pierce County, Washington Building & Construction Trades Council.

**SECTION 18.2 Meetings**

The committee shall convene upon the request of either party.

Prior to the meeting, subject matters may be submitted by either party. A written agenda will be prepared. The agenda may be supplemented by agreement of both parties.

**SECTION 18.3 Scope**

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 all parties,
4. training needs and policies of the employer,
5. planned reductions in force (RIF),
6. performance evaluation system design,
7. other items as mutually agreed upon.

The committee shall have no power to bind either party. It is intended for informal discussion.

The committee is not intended to prevent the parties' practice of informal discussion.

#### **ARTICLE 19 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 20 SAFETY**

All employees shall be provided safe, sanitary and healthful working conditions **and are expected to follow all THA safety procedures. THA agrees to provide reasonable training in safety procedures and to make available to bargaining unit employees THA's written safety policies.**

#### **ARTICLE 21 EFFECTS 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 Employer 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 22**  
**CONTRACT TERM AND TERMINATION**

This Agreement shall become effective June 1, 2014 and shall remain in effect until May 31, 2017.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2014

FOR THE EMPLOYER:

HOUSING AUTHORITY OF THE CITY OF  
TACOMA

FOR THE UNION:

PIERCE COUNTY, WASHINGTON  
BUILDING & CONSTRUCTION TRADES  
COUNCIL

---

**Michael Mirra**  
Executive Director

---

**Mark P. Martinez**  
Executive Secretary

**SCHEDULE A  
MAINTENANCE SPECIALIST WAGE SCALE**

Job Title	July 1, 2014 Hourly Salary Range		July 1, 2015 Hourly Salary Ranges		July 1, 2016 Hourly Salary Ranges	
	LOW	HIGH	LOW	HIGH	LOW	HIGH
Maintenance Specialist	\$15.50	<b><u>\$24.00</u></b>	\$15.50	<b><u>\$24.00</u></b>	15.50	<b><u>\$26.00</u></b>

<u>July 7, 2014</u>	<u>July 1, 2015</u>	<u>July 1, 2016</u>
<u>3%</u> increase	<u>2.5%</u> increase	<u>2%</u> increase

**Each employee on the payroll as of July 7, 2014 will as of the first payroll period in July 2014 have his/her wage rate increased by \$.95 (ninety-five cents) to reflect the inclusion of the \$1.13 wage supplement into the regular wage rate and the reduction of \$.18 (eighteen cents) as provided in Section 7.2. The 2014 salary increase will be applied to the resulting wage rate.**

New employees will be hired and placed within the range based on their previous experience and training as assessed and determined by the Employer.

**1. 2014 Salary Increase**

In the first full pay period **in July of 2014**, current bargaining unit employees will be eligible for a wage increase based on the following factors:

- a. **All regular employees not covered by (b) or (c) will receive a 3% pay increase.**
- b. **An employee, who was hired three months prior to the month the pay increases are effective in 2014, will receive a general wage increase of 1.5%.**
- c. **Employees hired on or after the month the pay increases are effective in 2014 will not be eligible for a salary increase in 2014.**

**2. Jan 1, 2015 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 January 1, 2015. 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 Trades Council.**

Pre-established business and operational factors will determine the size of the pool, up to a maximum of 1% of Maintenance payroll. 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. 2015 Wage Increase

Employer reserves the right to decrease the percentage of the 2015 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 May, 2015 for the purpose of negotiating a salary adjustment for July 2015. Unless such a reopener is exercised,

In the first full pay period in July 2015, current bargaining unit employees will be eligible for a wage increase based on the following factors:

- a. All regular employees not covered by (b) or (c) will receive a 2.5% pay increase.
- b. An employee, who was hired between April 1, 2015 and June 30, 2015, will receive a general wage increase of 1.25%.
- c. Employees hired on or after July 1, 2015 will not be eligible for a salary increase in 2015.

4. January 2016 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. All 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, 2016. 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 Trades Council.

Pre-established business and operational factors will determine the size of the pool, up to a maximum of 1.5% of Maintenance payroll. 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.

5. 2016 Wage Increase

Employer reserves the right to decrease the percentage of the 2016 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 May, 2016 for the purpose of negotiating a salary adjustment for July 2016. Unless such a reopener is exercised,

**In the first full pay period in July 2016, current bargaining unit employees will be eligible for a wage increase based on the following factors:**

- a. **All regular employees not covered by (b) or (c) will receive a 2% pay increase.**
- b. **An employee, who was hired between April 1, 2016 and June 30, 2016, will receive a general wage increase of 1%.**
- c. **Employees hired on or after July 1, 2016 will not be eligible for a salary increase in 2016.**

**6. January 2017 Six-Month Performance Based Pay Pool**

**In addition to the above salary increase, Employer will create a target twelve (6) month Performance Based Pay Pool. All 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, 2017. 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 Trades Council.**

**Pre-established business and operational factors will determine the size of the pool, up to a maximum of 2% of Maintenance payroll. 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.**

**LETTER OF UNDERSTANDING**  
**RE ATTENDANCE POLICY**

**THA will not submit the proposal dated September 22, 2014 to its Board of Commissioners for ratification until negotiations regarding the attendance policy have been concluded.**

**LETTER OF UNDERSTANDING**  
**RE SECTION 4.1(a)**

**THA currently does not intend to regularly schedule bargaining unit employees to work on a Saturday. THA may schedule Saturday work on an occasional basis. If in the future, THA intends to regularly schedule any bargaining unit employee to work on a Saturday, THA agrees to bargain with the Union prior to doing so.**

**LETTER OF UNDERSTANDING**  
**RE RESERVED SUBJECTS**

**The parties have reserved the following subjects for future bargaining outside of negotiations for the successor collective bargaining agreement.**

1. **Janitorial, grounds-keeping and trash removal work.**
2. **Put back work resulting from methamphetamine remediation.**
3. **Possible employment separation incentives.**

## 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.

## LETTER OF UNDERSTANDING

**All changes to this contract, except the 2014 salary increase, become effective the first full pay period following ratification by the union membership and the THA Board of Commissioners. THA and the Union have specifically negotiated the July 7, 2014 effective date for the 2014 salary increase (the beginning of the first full pay period following the expiration of the extended CBA) in accordance with RCW 41.56.950 and Christie v. The Port of Olympia, 27 Wn.2d 534 (1947).**

## APPENDIX A

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

	<i>Newly Hired Probationary Employees*</i>	<i>Regular employees 40 hrs (30 hours effective January 1, 2015)</i>	<i>Regular Employees regularly scheduled for 24 or more hrs but less than 40 (less than 30 hours effective January 1, 2015)</i>
Holiday	<ul style="list-style-type: none"> <li>▪ Eligible for Company-paid</li> <li>▪ Not Eligible for Floating</li> </ul>	Eligible	Eligible / Pro-Rated
Vacation	Accrues but Not Eligible to use until end of Probation	Eligible	Eligible / Pro-Rated
Medical Leave and Other Leaves	Eligible to use Accrued Leave	Eligible	Eligible / Pro-Rated
Long Term Disability**	Eligible	Eligible	Eligible
Voluntary Life Insurance **	Eligible	Eligible	Not Eligible
Employee Assistance Program**	Eligible	Eligible	Eligible
Voluntary Medical Flexible Spending Accounts**	Eligible	Eligible	Eligible
Voluntary Dependent Care Flexible Spending Account**	Eligible	Eligible	Eligible
Public Employees Retirement System (PERS)	Eligible	Eligible	Eligible / Pro-Rated
Deferred Compensation	Eligible	Eligible	Eligible
Northwest Laborers-Employers Health and Security Trust Fund	Eligible based on hours worked	Eligible based on hours worked	Eligible based on hours worked

\*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 Northwest Laborers Employers Health and Security Trust Fund.

**APPENDIX B**  
**VACATION ACCRUAL SCHEDULE**

Effective **September 22, 2014**

	<b>FIRST NAME</b>	<b>LAST NAME</b>	<b>HIRE DATE</b>	<b>Current Years</b>	<b>Vacation Accrual Rate</b>
1	MARK	KIMBLER	9/28/81	30	27